DuPage Water Commission

30 YEARS OF SERVICE

Pure. Essential. Stewardship.

AGENDA – Board of Commissioners

Thursday, August 21, 2025 6:30 P.M.

I. Call to Order and Pledge of Allegiance

II. Roll Call

III. Public Comments (limited to 3 minutes per person)

IV. Presentation - Source Water Technical Advisors

V. Approval of Minutes

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

RECOMMENDED MOTION: To approve the Minutes of the June 19, 2025 Regular Meeting of the DuPage Water Commission and the Executive Session Meeting Minutes of June 19, 2025.

VI. Treasurer's Report

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

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

VII. Committee Reports

A. Finance Committee

1. Report of 08/21/25 Finance Committee

2. FYE 2025 Annual Audit Report

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

RECOMMENDED MOTION: To accept the draft audit report for the fiscal year ending April 30, 2025, to direct the auditors to print the final audit report, and to direct staff to distribute the FYE 2025 audit report to the Commission's customers and other interested parties (Roll Call)

B. Administration Committee

1. Report of 08/21/25 Administration Committee

2. Request for Board Action: Travel for two (2) Commission Employees TBD for Factory Valve QA/QC Testing for High Lift Pump Cone Valve Rebuilds in York Pennsylvania, at an Estimated Cost of $3,000, and Travel for One (1) Senior Instrumentation Technician to Attend Cathodic Protection Tester Certification Training in Houston, Texas, at an Estimated Cost of $5,550

   (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 number 2 under the Administration Committee Report section of the agenda. (Roll Call)

C. Engineering & Construction Committee

1. Report of 08/21/25 Engineering & Construction Committee

2. Resolution No. R-60-25: A Resolution Authorizing the General Manager to purchase steel pipe and butt straps from American Spiral Weld Pipe Company at a not to exceed cost of $30,000.

   (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-61-25: A Resolution Approving and Ratifying Certain Change Orders to a Contract for the SCADA Replacement Project, Contract PSD-9/21 increase of Contract Price by $144,484.45

   (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-62-25: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-13/25, WAO No 002, to John Neri Construction Co., for CP structure on Prince Crossing Rd., at a cost of $8,261.37

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

5. Resolution No. R-63-25: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-13/25, to John Neri Construction Co, Inc., for repair of manhole frames and lids and cathodic protection, at an estimated cost of $288,100.

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

6. Resolution No. R-64-25: A Resolution Approving Phase III (Construction) Engineering Contract Assignment, Task Order No. 03 for the WaterLink Pipeline Project to Stanley Consultants, Inc., at a not to exceed cost of $1,219,991,36.

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

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

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

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

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

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

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

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

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

11. Resolution No. R-69-25: A Resolution Approving and Ratifying Certain Work Authorization Order No. 004 to Volt Electric under Quick Response Electrical Contract QE-10/24, at an estimated cost of $15,304.

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

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

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

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

VIII. Accounts Payable

A. June & July 2025

1. Approval of Accounts Payable invoices received.

RECOMMENDED MOTION: To approve the Accounts Payable in the amount of $13,137,740.01 (June 2025), disbursements made with the concurrence of the Commission's Chairman and $13,450,159.46 (July 2025) subject to submission of all contractually required documentation, for invoices that have been received (Roll Call).

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

2. Approval of Accounts Payable estimated invoices

RECOMMENDED MOTION: To approve the Accounts Payable in the amount of $2,454,425.00 (June 2025), disbursements made with the concurrence of the Commission's Chairman and $2,630,125.00 (July 2025) subject to submission of all contractually required documentation, for invoices that have not yet been received but have been estimated (Roll Call).

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

IX. Chairman's Report

X. Old Business

XI. New Business

XII. Executive Session

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

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

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

XIII. Matters referred from Executive Session

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

(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)

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

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

XIV. Adjournment

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

Minutes of a Meeting
of the

BOARD OF COMMISSIONERS

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

June 19, 2025

I. The meeting was called to order by Chairman Zay at 6:30 PM

II. Roll Call

Commissioners in attendance: N. Cuzzone, S. Greaney, A. Honig, T. Noonan, D. Novotny, K. Romano, F. Saverino, P. Suess, J. Zay

Commissioners absent: J. Fennell, J. Pruyn, D. Russo, D. Van Vooren

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

III. Public Comments
No public comment was offered.

IV. Presentation by Source Technical Advisors

General Manager Paul May introduced Mr. Pete Mulvaney, Consor Engineering and Mr. Guy Carpenter, Woolpert, who began their presentation of their vision of the Source Water Project Description, Approach and Early Actions to the Board. The Regional Water Initiative Advisors Team was introduced, along with their credentials that make them uniquely qualified for this project. Commissioner Suess asked the presenters to differentiate each firm from one another. Mr. Mulvaney detailed the expertise of each firm. Commissioner Saverino asked if either of the firms had handled a project of this size and scope. Mr. Mulvaney briefly described other projects the team had worked on.

Mr. Mulvaney began to detail their owner advisor role. The critical elements of the project were introduced.

- Communications
- Business Case Analysis
- DuPage / Cook County Perceptions
- Stakeholder Management
- Preparing the Market
- Governance

Commissioners were most interested in the Business Case Analysis and the many options that presents.

Mr. Mulvaney informed the board that a project update will be presented at every meeting, gauging feedback and direction from the board.

A comprehensive plan was presented, broken down by date and workstream. The project needs to be refined to make deadlines attainable. Commissioner Noonan asked for details of the permitting process and who the governing body would be. Mr. Mulvaney responded that the NIPA process would fit this project best. Commissioner Romano asked for clarification on the 'off ramp' of the project, go or no-go date. Mr. Mulvaney explained that there is always an 'off ramp' but a definitive decision needs to be made and committed to. General Manager May added that choosing a Technical Advisory Team is a go decision of sorts. Commissioner Suess asked if an updated financial analysis shouldn't be the first step, to justify that the money still makes sense. He went on to say that there is no sense moving forward if the financing does not make good sense for the Commission. Mr. Mulvaney replied that there are multiple options for financial options depending on partners/customers. A workshop is upcoming and will focus on the business/financial plan.

Commissioner Honig asked for a project end date. Mr. Mulvaney gave a date of 2041, for full project completion. Commissioner Honig went on to ask if customer expansion, WaterLink for example, will affect that date. Chairman Zay added that the WaterLink communities have a 2050 output date. The Communication Plan will be crucial in the partner/customer aspect of the project, especially this project being regional, not just DuPage County. Mr. John Mastrachio is currently updating the Business Case Analysis.

Mr. Mulvaney covered the meeting schedule for the remainder of 2025. The schedule can be amended to the Boards liking. Commissioner Suess asked what effect the City of Chicago and their cost service model has on the current business plan. Mr. Mulvaney asked what the value of setting your own rate is worth to the Commission.

The input of the board is of the utmost importance to the Technical Advisor Team.

Commissioner Suess asked for strategy for stakeholder management. He went on to ask for risk and objectors. Mr. Carpenter replied that real time information will be shared with General Manger May weekly.

V. Approval of Minutes

Commissioner Honig moved to approve the Minutes of the May 15, 2025 Regular Meeting of the DuPage Water Commission and the Executive Session Meeting Minutes of May 15, 2025. Seconded by Commissioner Noonan. Approved by a voice vote. All Aye, motion carried.

VI. Treasurer's Report

Financial Administrator Cheryl Peterson presented the May 2025 Treasurer's Report consisting of 13 pages with pages 1 and 2 containing brief summaries of the report.

May 2025:

Financial Administrator Peterson noted $147.4 million of cash and investments on page 4, an decrease of $2.3 million from the previous month. Financial Administrator Peterson also pointed out the schedule of investments on pages 5 through 11 totaling $145.1 million and noted the

market yield on the total portfolio showed 3.90% which is unchanged from the prior month. On page 13, the statement of cash flows showed a breakdown of the $2.3 million decrease in cash and investments for the fiscal year and operating activities decreased by approximately $2.9 million. Also noted on page 14, the monthly cash/operating report showed that the Commission has met all recommended reserve balances.

Commissioner Cuzzone moved to accept the May 2025 Treasurer's Report, seconded by Commissioner Honig, unanimously approved by a voice vote. All aye, motion carried.

VII. Committee Reports

A. Finance Committee

Item 1: Commissioner Suess gave a brief report of the Finance Committee Meeting. Although there were no items requiring approval, Commissioner Suess informed the Board that a banking services RFP's have been received and will be evaluated. The Finance Committee's recommendation will be brought to the Board in August.

Administration Committee

Item 1:

Item 2: Resolution No. R-46-25: A Resolution Authorizing the execution of Tax-Exempt Bond Certification for the WaterLink Communities. No cost for this action.

Item 3: Resolution No. R-58-25: To Authorize Communications Contract with Sikich, LLP in an amount not-to-exceed $50,000.

Item 4: 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 Hardware and Software at an approximate cost of $16,800.

Item 5: 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.

Commissioner Romano moved to adopt item 2 through 5 under the Administration Committee Report section of the agenda. Seconded by Commissioner Honig, unanimously approved by a Roll Call Vote.

Ayes: N. Cuzzone, S. Greaney, A. Honig, T. Noonan, D. Novotny, K. Romano, F. Saverino, P. Suess, J. Zay

Nay: None

Absent: J. Fennell , J. Pruyn, D. Russo, D. Van Vooren

B. Engineering & Construction Committee

Item 1: Commissioner Saverino gave a brief committee update.

Item 2: Resolution No. R-43-25: A Resolution Approving and Ratifying Work Authorization Order No. 33 Under Quick Response Contract QR-12/21, with Benchmark Construction for air release valve repair at a cost of $7,635.85.

Item 3: Resolution No. R-44-25: A Resolution Approving and Ratifying Work Authorization Order No. 003 under Quick Response Contract QRE-10/24 to McWilliams Electric Co., Inc for installation of electric junction cabinets., at an estimated cost of $8,900.

Item 4: Resolution No. R-45-25: A Resolution Approving and Ratifying Work Authorization Order No 34, Under Quick Response Contract QR-12/21 with Benchmark Construction Co., Inc. for 24" steel watermain repair and replacement, at an estimated cost of $220,000.

Item 5: Resolution No. R-48-25: A Resolution Approving and Ratifying Task Order No. 02, to authorize the consultant to study and prepare a recommendations report for the 4.16kV switchgear and Motor Control Center control and protective systems, under a Master Contract with CDM Smith, Inc., at a not- to-exceed cost of $50,000.

Item 6: Resolution No. R-49-25: A Resolution Approving and Ratifying Certain Task Order No. 06 with Strand and Associates to provide an Owner's Representative and peer review service, at a not-to-exceed cost of $20,000.

Item 7: Resolution No. R-50-25: A Resolution Awarding Quick Response Contracts, QR-13/25, with Benchmark Construction Co., John Neri Construction Co., Inc., and Rossi Contractors, Inc. No cost for this action.

Item 8: Resolution No. R-51-25: A Resolution Approving and Ratifying Certain Task Order, No. 02 Under a Master Contract with Arcadis US, Inc. to perform an environmental review of air emissions permitting requirements for the Emergency Generation System, at a cost of $1,725.

Item 9: Resolution No. R-52-25: A Resolution Authorizing the General Manager to purchase materials and labor services for the Commission's Emergency Generator System, as needed, at a cost not-to-exceed $100,000 from Altorfer Power Systems.

Item 10: Resolution No. R-53-25: A Resolution Authorizing the General Manager to purchase material and services from WEG Electric Machinery, to maintain electric motors for high-lift pumping equipment, as needed, at a not-to-exceed cost of $100,000.

Item 11: Resolution No. R-54-25: A Resolution Approving and Authorizing the Execution of a Master Contract with Bowman Consulting Group, Ltd. for Professional Engineering Services and Authorization of Task Order No. 1 - Phase III (Construction) Engineering Contract Assignments for the WaterLink Pipeline Project, in an amount not-to-exceed $4,591,202.

Item 13: Resolution No. R-56-25: A Resolution Approving Phase III (Construction) Engineering Contract Assignments for the WaterLink Pipeline Project, Task Order No. 2, to Stanley Consultants, Inc. in a total contract award of $3,007,445.

Item 14: Resolution No. R-57-25: A Resolution Approving WaterLink (Phase III) Contract – (Program Management Year 1) and TW-6/25 Section 2 Phase III (Construction) Engineering, under Task Order No. 7, with Burns & McDonnell Engineering, Co., in a total contract award of $9,991,794.00.

Commissioner Saverino moved to adopt items numbers 2 through 11 and Items 13 & 14 under the Engineering & Construction Committee Report section of the agenda in a single group pursuant to the Omnibus Vote Procedures seconded by Commissioner Romano, unanimously approved by a Roll Call Vote.

Ayes: N. Cuzzone, S. Greaney, A. Honig, T. Noonan, D. Novotny, K. Romano, F. Saverino, P. Suess, J. Zay

Nay: None

Absent: J. Fennell , J. Pruyn, D. Russo, D. Van Vooren

Item 12: Resolution No. R-55-25: A Resolution Approving Phase III (Construction) Engineering Contract Assignments for the WaterLink Pipeline Project, Task Order No. 4 with Christopher B. Burke Engineering, Ltd. in a total contract award of $1,691,450.

Commissioner Saverino moved to adopt Item 12, seconded by Commissioner Romano. Approved by a Roll Call Vote, with one Abstaining.

Ayes: N. Cuzzone, S. Greaney, A. Honig, T. Noonan, D. Novotny, K. Romano, F. Saverino, P. Suess

Nay: None

Absent: J. Fennell , J. Pruyn, D. Russo, D. Van Vooren

Abstain: J. Zay

VIII. Accounts Payable

A. May 2025

Item 1: To approve the Accounts Payable in the amount of $11,738,595.30, (May 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 $ $3,338,025.00 (May 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 May 2025, Commissioner Suess moved, seconded by Commissioner Saverino and unanimously approved by a roll call vote.

Ayes: N. Cuzzone, S. Greaney, A. Honig, T. Noonan, D. Novotny, K. Romano, F. Saverino, P. Suess, J. Zay

Nay: None

Absent: J. Fennell , J. Pruyn, D. Russo, D. Van Vooren

IX. Chairman's Report

Chairman Zay reminded the Commissioners to complete the Ethics training at their earliest convenience.

A meeting with the City of Chicago is upcoming, details will be brought to the Board in August.

General Manager May informed the Board that the July meeting will be cancelled.

X. Old Business

No Old Business was offered.

XI. New Business

No New Business was offered.

XII. Executive Session

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

Ayes: N. Cuzzone, S. Greaney, A. Honig, T. Noonan, D. Novotny, K. Romano, F. Saverino, P. Suess, J. Zay

Nay: None

Absent: J. Fennell , J. Pruyn, D. Russo, D. Van Vooren

The Commission went into Executive Session at 7:54 PM.

Commissioner Honig moved to come out of Executive Session at 8:07 PM, seconded by Commissioner Greaney and unanimously approved by a roll call vote .

Ayes: N. Cuzzone, S. Greaney, A. Honig, T. Noonan, D. Novotny, K. Romano, F. Saverino, P. Suess, J. Zay

Nay: None

Absent: J. Fennell , J. Pruyn, D. Russo, D. Van Vooren

XIII. Matters referred from Executive Session

A. Resolution No. R-47-25: A Resolution Authorizing the Execution of a Vacant Land Purchase & Sales Agreement with Pulte Home Company, LLC, for the sale of 32.47 acres adjacent to 75th Street in Unincorporated DuPage County.

Chairman Zay asked for a motion to approve Resolution R-47-25, A Resolution Authorizing the Execution of a Vacant Land Purchase & Sales Agreement with Pulte Home Company, LLC, for the sale of 32.47 acres adjacent to 75th Street in Unincorporated DuPage County. Commissioner Romano moved, seconded by Commissioner Cuzzone and unanimously approved by a roll call vote.

Ayes: N. Cuzzone, S. Greaney, A. Honig, T. Noonan, D. Novotny, K. Romano, F. Saverino, P. Suess, J. Zay

Nay: None

Absent: J. Fennell , J. Pruyn, D. Russo, D. Van Vooren

B. Ordinance O-7-25: An Ordinance Approving Negotiation Authority for Property (Easement) Acquisitions for the WaterLink Pipeline Project, No Cost This Action.

Chairman Zay asked for a motion to approve Ordinance O-7-25, as amended, to remove exhibits 1-6 and 40-41, an Ordinance Approving Negotiation Authority for Property (Easement) Acquisitions for the WaterLink Pipeline Project, No Cost This Action. Commissioner Suess moved, seconded by Commissioner Noonan and unanimously approved by a roll call vote.

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

XIV. Adjournment

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

Meeting adjourned at 8:10 PM.

DuPage Water Commission

30 YEARS OF SERVICE

Pure. Essential. Stewardship.

MEMORANDUM

To: Chairman and Commissioners

From: Bill Fates, Treasurer

Date: 7/8/2025

Subject: TREASURER'S REPORT – June 30, 2025

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

Summary of Cash & Investments (Page 4)

1. DWC cash and investments totaled $150.5 million on June 30th, an increase of $3.1 million compared to the previous month. Accounts receivable decreased by $0.3 million in June, in part due to timing of collections. Waterlink escrow balances decreased by $0.6 million.

2. The month end balances in the BMO Harris checking and money market accounts were $5.0 million and $8.8 million, respectively.

3. During the month of June, Corporate Notes increased by $2.6 million. Commercial paper, U.S. Agency investments, and U.S. Treasury investment decreased by $1.0 million, $0.4 million and $0.4 million, respectively.

4. The current holdings of cash and investments are in compliance with the approved investment policy.

5. For the two months ended June 30, 2025, the Commission's cash and investments increased a total of $0.7 million. The Waterlink Escrow Account decreased by $0.6 million.
   - The Operating & Maintenance Account decreased by $0.1 million for an ending balance of $13.8 million.
   - The General Account increased by approximately $39,000 for an ending balance of $5.3 million.
   - The Operating Reserve Account increased by approximately $358,000 for a balance of $53.2 million.
   - The Long-Term Capital Reserve Account increased by approximately $158,000 for a balance of $28.2 million.
   - The Capital Reserve Fund increased by approximately $323,000 for a balance of $50.0 million.

ACCOUNT	Balance 4/30/2025	Balance 06/30/2025	Increase (Decrease)
Operations & Maintenance	$ 13,910,843	$ 13,774,705	$ (136,138)
General Account	5,295,626	5,334,393	38,767
Operating Reserve	52,796,982	53,154,866	357,884
Long-Term Capital Reserve	28,073,976	28,232,117	158,141
Capital Reserve	49,691,109	50,013,906	322,797
Total Cash & Investments	$ 149,768,536	$ 150,509,987	$ 741,451
Waterlink Escrow	35,673,160	35,035,724	(637,436)

Schedule of Investments (Pages 5-12)

1. The average yield to maturity on the Commission's investments was 3.91%, unchanged from the prior month average yield to maturity of 3.90%. The amortized cost of our investments was $145.5 million on June 30th.

2. The portfolio ended the month of June 2025 with $1,000 of unrealized gains, compared to $64,000 of unrealized gains on April 30, 2025.

3. The maturity distribution, excluding money market accounts but including Waterlink investments, was as follows: 0-1 year 20%, >1<3 years 51%, >3<5 years 19%, and >5 years 10%.

Statement of Cash Flows (Page 13)

1. The statement of cash flow shows a breakdown of the $0.7 million increase in cash and investments for the fiscal year. Waterlink escrow funds decreased $0.6 million.

2. Operating activities decreased cash by approximately $0.1 million as of the end of June 2025.

3. The decrease in Loans Receivable increased cash by approximately $72,000.

4. Capital Assets purchased were $161,000.

5. Cash flow from investment activity generated approximately $0.9 million of income.

Reserve Analysis (Page 14)

1. The Operating Reserve account was $53.2 million, which is approximately 121 days, this amount meets the minimum balance per the current reserve policy. The Operating and Maintenance Account was $11.6 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 recommended reserve balances for the Operating Reserve and Capital Account less Waterlink and Alternative Water Source projects on June 30th. The Long-Term Water Capital is $593,000 short of its target.

Respectfully submitted,

Bill Fates, CPA
Treasurer

DuPAGE WATER COMMISSION
TREASURER'S REPORT
SUMMARY OF CASH AND INVESTMENTS
6/30/2025

FUNDS CONSIST OF:	6/30/2025	5/31/2025	Increase/(Decrease)
PETTY CASH	$ 1,300.00	$ 1,300.00	$ -
OPERATING & MAINTENANCE	4,993,005.81	2,344,329.13	2,648,676.68
TOTAL CASH	$ 4,994,305.81	$ 2,345,629.13	$ 2,648,676.68
BMO HARRIS MONEY MARKET FUNDS	$ 8,780,398.94	$ 8,755,840.61	$ 24,558.33
IIIT MONEY MARKET FUNDS	1,680,696.55	1,758,765.57	(78,069.02)
U. S. TREASURY INVESTMENTS	57,187,741.27	57,585,934.42	(398,193.15)
U. S. AGENCY INVESTMENTS	6,532,179.51	6,949,551.47	(417,371.96)
MUNICIPAL BONDS	2,170,363.34	2,170,410.36	(47.02)
COMMERCIAL PAPER	3,971,496.11	4,954,694.17	(983,198.06)
ASSET BACKED SEC/COLLATERALIZED MORTGAGE OBLIG	33,057,230.36	33,338,208.65	(280,978.29)
CERTIFICATES OF DEPOSIT	0.00	0.00	-
CORPORATE NOTES	32,135,575.08	29,569,439.45	2,566,135.63
TOTAL INVESTMENTS	$ 145,515,681.16	$ 145,082,844.70	$ 432,836.46
DWC TOTAL CASH AND INVESTMENTS	$ 150,509,986.97	$ 147,428,473.83	$ 3,081,513.14
WATERLINK CASH	$ 9,825,207.15	$ 9,946,720.98	$ (121,513.83)
WATERLINK INVESTMENTS	25,210,517.31	25,119,430.00	91,087.31
WATERLINK ESCROW	$ 35,035,724.46	$ 35,066,150.98	$ (30,426.52)

	6/30/2025	5/31/2025	% CHANGE
IIIT MONEY MARKET FUNDS	1.2%	1.2%	-4.4%
BMO HARRIS MONEY MARKET FUNDS	6.0%	6.0%	0.3%
U. S. TREASURY INVESTMENTS	39.3%	39.7%	-0.7%
U. S. AGENCY INVESTMENTS	4.5%	4.8%	-6.0%
MUNICIPAL BONDS	1.5%	1.5%	0.0%
COMMERCIAL PAPER	2.7%	3.4%	-19.8%
ASSET BACKED SEC/COLLATERALIZED MORTGAGE OBLIG	22.7%	23.0%	-0.8%
CERTIFICATES OF DEPOSIT	0.0%	0.0%	N/A
CORPORATE NOTES	22.1%	20.4%	8.7%
TOTAL INVESTMENTS	100.0%	100.0%	0.3%

Note 1 - Investments are carried at amortized cost.

DuPAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
June 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 06/30/25
Water Fund Oper. & Maint. Acct. (01-121103)										
BMO Harris - Money Market	3.413%	06/30/25	07/01/25	1	3.413%	$ 8,780,398.94	$ 8,780,398.94	0.00	$ 8,780,398.94	-
Water Fund General Account (01-121700)										
IIIT - Money Market	4.305%	06/30/25	07/01/25	1	4.305%	1,362,897.18	1,362,897.18	0.00	1,362,897.18	-
Credit Indust ET NY	0.000%	01/15/25	07/14/25	14	4.350%	1,000,000.00	978,250.00	20,179.17	998,429.17	-
Cooperative Rabobank	0.000%	01/16/25	08/18/25	49	4.320%	1,000,000.00	974,320.00	19,920.00	994,240.00	-
Natixis NY	0.000%	01/16/25	09/12/25	74	4.340%	1,000,000.00	971,187.22	20,012.22	991,199.44	-
MUFG Bank LTD	0.000%	01/16/25	10/10/25	102	4.410%	1,000,000.00	967,292.50	20,335.00	987,627.50	-
	Weighted Avg Maturity			45	4.342%	$ 5,362,897.18	$ 5,253,946.90	$ 80,446.39	$ 5,334,393.29	$ -
Water Fund Operating Reserve (01-121800)										
IIIT - Money Market	4.305%	06/30/25	07/01/25	1	4.305%	226,392.48	226,392.48	0.00	226,392.48	-
US Treasury Notes	0.625%	11/02/21	07/31/26	396	1.120%	115,000.00	112,354.10	2,042.13	114,396.23	299.81
US Treasury Notes	0.750%	01/05/22	08/31/26	427	1.350%	750,000.00	729,902.34	15,058.46	744,960.80	1,880.10
US Treasury Notes	0.875%	12/02/21	09/30/26	457	1.210%	600,000.00	590,648.44	6,927.28	597,575.72	1,319.67
US Treasury Notes	4.125%	03/13/25	10/31/26	488	4.050%	400,000.00	400,484.38	(86.77)	400,397.61	2,779.89
US Treasury Notes	1.250%	02/14/22	11/30/26	518	1.920%	925,000.00	896,563.48	20,035.56	916,599.04	979.34
US Treasury Notes	1.250%	02/14/22	12/30/26	548	1.930%	800,000.00	774,937.50	17,350.96	792,288.46	27.17
US Treasury Notes	2.250%	10/10/24	02/15/27	595	3.950%	75,000.00	72,161.13	847.54	73,008.67	633.98
US Treasury Notes	4.125%	05/06/25	02/28/27	608	3.880%	535,000.00	537,236.13	(181.25)	537,054.88	7,376.24
US Treasury Notes	4.500%	03/13/25	05/15/27	684	3.960%	530,000.00	535,879.69	(786.15)	535,093.54	3,046.06
US Treasury Notes	2.375%	07/06/22	05/15/27	684	2.910%	650,000.00	634,333.99	9,634.51	643,968.50	1,971.64
US Treasury Notes	2.625%	06/03/22	05/31/27	700	2.920%	750,000.00	739,716.80	6,340.27	746,057.07	1,667.52
US Treasury Notes	2.625%	10/11/24	05/31/27	700	3.910%	775,000.00	750,236.33	6,525.82	756,762.15	1,723.10
US Treasury Notes	3.250%	08/05/22	06/30/27	730	2.780%	850,000.00	868,062.50	(10,706.32)	857,356.18	75.07
US Treasury Notes	3.375%	10/03/24	09/15/27	807	3.520%	600,000.00	597,492.19	609.05	598,101.24	5,942.93
US Treasury Notes	3.500%	02/02/23	01/31/28	945	3.640%	650,000.00	645,962.89	1,947.73	647,910.62	9,489.64
US Treasury Notes	2.750%	09/03/24	02/15/28	960	3.750%	2,625,000.00	2,540,712.89	19,189.29	2,559,902.18	27,120.17
US Treasury Notes	1.125%	08/02/24	02/29/28	974	3.990%	200,000.00	181,078.12	4,579.87	185,657.99	752.04
US Treasury Notes	3.500%	05/02/23	04/30/28	1,035	3.600%	1,500,000.00	1,493,320.31	2,895.14	1,496,215.45	8,845.11
US Treasury Notes	3.750%	05/21/25	05/15/28	1,050	3.940%	210,000.00	208,900.78	39.45	208,940.23	1,005.77
US Treasury Notes	3.625%	06/05/23	05/31/28	1,066	3.700%	750,000.00	747,539.06	1,022.47	748,561.53	2,302.77
US Treasury Notes	4.375%	11/05/24	08/31/28	1,158	4.190%	1,100,000.00	1,107,003.91	(1,118.38)	1,105,885.53	16,085.26
US Treasury Notes	1.500%	01/04/24	11/30/28	1,249	3.970%	975,000.00	868,473.64	32,338.36	900,812.00	1,238.73
US Treasury Notes	1.375%	02/05/24	12/31/28	1,280	4.020%	1,100,000.00	971,652.34	36,691.23	1,008,343.57	41.10
US Treasury Notes	3.875%	06/05/25	12/31/28	1,280	3.960%	825,000.00	822,131.84	46.03	822,177.87	8,035.86
US Treasury Notes	4.000%	12/05/24	10/31/29	1,584	4.150%	1,200,000.00	1,192,078.13	844.77	1,192,922.90	8,086.96
US Treasury Notes	3.875%	02/07/25	11/30/29	1,614	4.340%	1,000,000.00	980,156.25	1,481.99	981,638.24	3,282.10
US Treasury Notes	3.875%	01/07/25	12/31/29	1,645	4.360%	775,000.00	758,289.06	1,470.12	759,759.18	81.61
US Treasury Notes	3.500%	03/04/25	01/31/30	1,676	4.070%	850,000.00	828,517.58	1,309.98	829,827.56	12,409.53
US Treasury Notes	1.500%	04/03/25	02/15/30	1,691	3.900%	410,000.00	366,773.83	1,994.33	368,768.16	2,310.50
FL ST Board of Admin Txbl Rev	1.258%	09/16/20	07/01/25	1	1.110%	100,000.00	100,707.00	(707.00)	100,000.00	629.00
FL ST Board of Admin Txbl Rev	1.258%	09/16/20	07/01/25	1	1.260%	410,000.00	410,000.00	0.00	410,000.00	2,578.90
New York St Dorm Auth Municipal Bonds	2.888%	03/25/22	03/15/27	623	2.890%	185,000.00	185,000.00	0.00	185,000.00	1,573.16
NYC Transitional	4.619%	05/29/25	05/01/29	1,401	4.620%	145,000.00	145,000.00	0.00	145,000.00	595.34
FN AL2092	3.000%	03/06/18	07/01/27	731	2.980%	32,607.01	32,647.77	(31.77)	32,616.00	81.52
FN AP4718	2.500%	07/20/18	08/01/27	762	2.750%	36,953.92	36,220.61	559.73	36,780.34	76.99
Fannie Mae Pool	3.500%	04/05/18	02/01/28	946	3.230%	56,684.10	57,977.20	(946.58)	57,030.62	165.33
Fannie Mae Pool	3.500%	04/05/18	03/01/28	975	3.230%	10,540.76	10,781.23	(174.56)	10,606.67	30.74
FR ZT1267	2.500%	08/21/19	05/01/28	1,036	2.320%	41,892.82	42,475.39	(389.61)	42,085.78	87.28
FN CA1940	4.000%	07/11/18	06/01/28	1,067	3.640%	47,760.74	49,178.64	(992.88)	48,185.76	159.20
FNMA Pool #AU1266	3.000%	10/31/17	07/01/28	1,097	2.720%	66,130.73	67,815.00	(1,203.05)	66,611.95	165.33
FG J32374	2.500%	02/17/22	11/01/28	1,220	2.220%	112,787.30	114,761.08	(986.89)	113,774.19	234.97
Fannie Mae Pool	4.000%	03/18/19	03/01/29	1,340	3.630%	32,622.82	33,626.99	(630.01)	32,996.98	108.74
FNMA Pool #AS4197	3.500%	07/16/15	01/01/30	1,646	3.000%	32,934.53	34,869.43	(1,326.57)	33,542.86	96.06
FHLMC Pool #U49048	3.000%	03/17/16	08/01/30	1,858	2.630%	69,745.81	72,808.08	(1,973.83)	70,834.25	174.36
FNMA Pool #AL7738	3.500%	02/17/16	11/01/30	1,950	2.960%	69,559.97	74,070.51	(2,861.71)	71,208.80	202.88
FR ZS7331	3.000%	02/13/20	12/01/30	1,980	2.600%	129,465.28	134,360.69	(2,422.02)	131,938.67	323.66
FN FM1082	3.000%	08/19/19	09/01/31	2,254	2.720%	80,855.40	83,192.63	(1,132.65)	82,059.98	202.14
FG G16720	3.500%	01/25/19	11/01/31	2,315	3.340%	69,489.13	70,607.46	(561.35)	70,046.11	202.68
FG G16635	3.000%	04/18/19	02/01/32	2,407	2.930%	125,222.82	126,215.81	(479.70)	125,736.11	313.06
FN FS2986	4.000%	10/21/22	10/01/32	2,650	4.370%	234,304.51	227,348.59	1,872.15	229,220.74	781.02

DuPAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
June 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 06/30/25
Fannie Mae Pool	3.500%	02/13/18	01/01/33	2,742	3.300%	77,234.23	79,020.27	(881.73)	78,138.54	225.27
Freddie Mac Pool	4.000%	06/07/18	02/01/33	2,773	3.730%	27,612.39	28,445.09	(400.03)	28,045.06	92.04
FN CA1455	4.000%	12/20/18	03/01/33	2,801	3.760%	101,956.76	104,609.23	(1,214.12)	103,395.11	339.86
FN BM5830	3.500%	06/05/19	04/01/34	3,197	3.180%	128,395.57	133,210.41	(1,956.73)	131,253.68	374.49
FN FM0047	3.000%	06/17/21	12/01/34	3,441	2.450%	154,486.88	164,263.00	(2,919.99)	161,343.01	386.22
FN FM2694	3.000%	06/05/19	03/01/35	3,531	2.570%	162,854.35	171,607.77	(3,073.42)	168,534.35	407.14
FR SB0759	4.500%	10/18/22	03/01/35	3,531	4.630%	178,473.43	176,242.51	484.86	176,727.37	669.28
FR SB0364	3.500%	06/21/21	06/01/35	3,623	2.830%	145,220.85	156,475.46	(3,229.00)	153,246.46	423.56
FR SB0666	4.000%	05/13/22	06/01/35	3,623	3.750%	275,506.47	282,738.52	(1,722.94)	281,015.58	918.35
FN FM3701	2.500%	07/27/20	07/01/35	3,653	2.040%	146,091.06	154,651.08	(2,811.03)	151,840.05	304.36
FR SB0361	3.000%	03/20/23	07/01/35	3,653	3.530%	253,415.34	240,150.63	2,450.01	242,600.64	633.54
FN FM5714	4.000%	03/19/21	11/01/35	3,776	3.230%	109,514.64	119,302.52	(2,847.38)	116,455.14	365.05
FHMS K061 A2	3.347%	05/24/23	11/01/26	489	4.310%	495,878.98	480,615.20	9,163.11	489,778.31	1,383.09
FHMS K063 A2	3.430%	05/24/23	01/01/27	550	4.340%	735,000.00	712,749.02	12,750.94	725,499.96	2,100.88
FHLMC Multifamily Structured Pool	3.243%	06/13/23	04/01/27	640	4.440%	765,000.00	733,055.27	16,936.21	749,991.48	2,067.41
FNA 2018-M2 A2	3.003%	04/08/25	01/01/28	915	4.070%	522,228.57	507,418.50	1,151.48	508,569.98	1,306.21
FHMS KJ40 A1	3.400%	07/14/22	06/01/28	1,067	3.400%	309,604.76	309,601.03	1.86	309,602.89	877.21
FNA 2023-M6 A2	4.190%	07/31/23	07/01/28	1,097	4.580%	692,473.46	680,733.87	4,515.23	685,249.10	2,417.89
FHMS K512 A2	5.000%	12/21/23	11/01/28	1,220	4.780%	365,000.00	368,408.37	(968.18)	367,440.19	1,520.83
FHMS KJ45 A1	4.455%	05/25/23	11/01/28	1,220	4.460%	628,563.62	628,562.36	0.48	628,562.84	2,333.54
FHMS KJ43 A1	4.377%	12/15/22	12/01/28	1,250	4.380%	515,230.31	515,221.54	3.70	515,225.24	1,879.30
FHMS KJ44 A1	4.558%	02/23/23	01/25/29	1,305	4.560%	315,892.69	315,882.93	3.88	315,886.81	1,199.87
FHMS K749 A2	2.120%	04/15/25	03/01/29	1,340	4.200%	375,000.00	346,567.38	1,399.64	347,967.02	662.50
FHMS K522 A2	4.803%	06/13/24	05/01/29	1,401	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	1,462	3.900%	376,201.98	376,187.67	5.83	376,193.50	1,223.28
FHMS K526 A2	4.543%	08/15/24	07/01/29	1,462	4.330%	450,000.00	454,209.30	(680.16)	453,529.14	1,703.63
FHMS K097 A2	2.508%	07/17/24	07/01/29	1,462	4.520%	515,000.00	468,368.36	8,049.22	476,417.58	1,076.35
FHMS K529 A2	4.791%	10/16/24	09/01/29	1,524	4.340%	300,000.00	305,996.10	(779.45)	305,216.65	1,197.75
FHMS KJ49 A1	5.007%	02/19/24	09/01/30	1,889	5.010%	525,814.13	525,798.89	3.12	525,802.01	2,193.96
FHR 4096 PA	1.375%	02/21/20	08/01/27	762	1.490%	69,412.05	68,848.08	403.73	69,251.81	79.53
FNR 2012-107 GA	1.500%	12/03/19	09/01/27	793	1.690%	16,605.02	16,375.40	163.89	16,539.29	20.76
FHS 287 150	1.500%	12/21/17	10/01/27	823	1.840%	33,833.12	32,818.13	777.93	33,596.06	42.29
FNR 2012-145 EA	1.250%	02/07/20	01/01/28	915	1.440%	38,308.52	37,765.32	367.89	38,133.21	39.90
FNR 2013-39 MP	1.750%	12/09/19	05/01/28	1,036	1.860%	93,428.26	92,639.96	517.85	93,157.81	136.25
FNR 2013-19 GE	2.500%	10/25/19	03/01/33	2,801	2.400%	107,478.89	108,654.44	(497.26)	108,157.18	223.91
FHR 5050 XL	1.000%	02/11/22	07/01/36	4,019	1.180%	180,225.44	181,112.49	(365.08)	180,747.41	450.56
FHR 5050 XL	1.000%	07/19/24	07/01/36	4,019	1.820%	137,233.41	133,974.11	765.57	134,739.68	114.36
FHR 4877 CA	3.000%	05/03/19	04/01/34	3,197	2.960%	292,256.34	266,455.59	1,690.66	268,146.25	243.55
FHR 3745 NP	4.000%	09/12/19	06/01/39	5,084	3.740%	1,170.47	1,212.30	(12.26)	1,200.04	3.90
FHR 5050 XA	1.000%	07/24/24	07/01/39	5,114	1.690%	347,537.83	315,933.61	1,598.26	317,531.87	289.61
FHR 5042 DA	1.000%	07/24/24	05/01/41	5,784	1.550%	363,916.92	334,462.39	1,321.87	335,784.26	303.26
FNR 2013-75 PC	2.500%	04/15/20	04/01/43	6,484	2.200%	146,684.00	154,614.10	(1,790.85)	152,823.25	305.59
FNR 2015-33 P	2.500%	02/14/20	06/01/45	7,276	2.400%	69,713.90	71,042.82	(281.22)	70,761.60	145.24
FNR 2016-19 AH	3.000%	07/08/20	04/01/46	7,580	2.580%	67,992.63	73,418.76	(1,045.24)	72,373.52	169.98
FHR 5000 LB	1.250%	08/07/20	07/01/46	7,671	1.160%	171,904.59	175,288.96	(637.18)	174,651.78	179.07
FNR 2016-79 HA	2.000%	06/05/20	11/01/46	7,794	1.830%	109,617.24	113,625.13	(766.24)	112,858.89	182.70
FNR 2019-13A	3.500%	01/23/24	04/01/49	8,676	3.840%	642,020.68	607,236.21	1,209.26	608,445.47	1,872.56
Federal Home Loan Bank Notes	1.100%	07/20/22	08/20/26	416	3.410%	330,000.00	301,121.70	20,843.45	321,965.15	1,320.92
Federal Home Loan Bank Notes	1.100%	08/03/22	08/20/26	416	3.000%	770,000.00	714,521.50	39,904.92	754,426.42	3,082.14
Federal Home Loan Bank Notes	0.830%	08/19/22	02/10/27	590	3.370%	740,000.00	662,492.40	49,651.05	712,143.45	2,405.62
Federal Home Loan Bank Notes	1.020%	08/16/22	02/24/27	604	3.240%	780,000.00	707,608.20	46,023.04	753,631.24	2,806.70
American Honda Finance	4.900%	03/14/24	03/12/27	620	4.890%	100,000.00	100,041.00	(17.03)	100,023.97	1,483.61
American Honda Finance	4.900%	03/13/24	03/12/27	620	4.920%	115,000.00	114,936.75	26.45	114,963.20	1,706.15
Hormel Foods	4.800%	08/09/24	03/30/27	638	4.400%	250,000.00	251,990.00	(670.06)	251,319.94	3,033.33
BP Cap Markets America	3.588%	05/17/24	04/14/27	653	4.950%	250,000.00	240,860.00	3,376.86	244,236.86	1,918.58
JP Morgan Chase	1.158%	05/20/24	04/22/27	661	4.150%	400,000.00	371,984.00	10,292.37	382,276.37	1,209.80
Goldman Sachs Group Inc	5.414%	05/21/24	05/21/27	690	5.410%	100,000.00	100,000.00	0.00	100,000.00	601.56
John Deere Capital	4.900%	06/11/24	06/11/27	711	4.940%	195,000.00	194,758.20	81.41	194,839.61	530.83

DuPAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
June 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 06/30/25
National Australia Bank/NY Corp	5.087%	06/11/24	06/11/27	711	5.090%	330,000.00	330,000.00	0.00	330,000.00	932.62
National Australia Bank/NY Corp	5.087%	06/11/24	06/11/27	711	5.040%	395,000.00	395,477.95	(159.94)	395,318.01	1,116.31
American Honda Finance	4.900%	07/10/24	07/09/27	739	4.950%	345,000.00	344,554.95	137.98	344,692.93	8,076.83
Aust & NZ Banking Group NY	4.900%	07/16/24	07/16/27	746	4.900%	590,000.00	590,000.00	0.00	590,000.00	13,250.42
Blackrock Funding Inc	4.600%	07/26/24	07/26/27	756	4.600%	250,000.00	249,992.50	2.62	249,995.12	4,951.39
Blackrock Funding Inc	4.600%	07/26/24	07/26/27	756	4.590%	250,000.00	250,090.00	(27.09)	250,062.91	4,951.39
BMW US Capital	4.600%	08/13/24	08/13/27	774	4.600%	185,000.00	184,985.20	4.47	184,989.67	3,262.17
Accenture Capital	3.900%	10/04/24	10/04/27	826	3.950%	70,000.00	69,909.70	21.41	69,931.11	659.75
Toyota Motor Credit Corp	4.500%	10/10/24	10/08/27	830	4.340%	200,000.00	200,078.00	(17.70)	200,060.30	2,005.83
Morgan Stanley Bank	4.447%	10/18/24	10/15/27	837	4.450%	345,000.00	345,000.00	0.00	345,000.00	3,238.90
Morgan Stanley Bank	4.447%	10/18/24	10/15/27	837	4.450%	425,000.00	424,953.25	11.08	424,964.33	3,989.95
Mercedes-Benz Fin	4.900%	11/15/24	11/15/27	868	4.940%	375,000.00	374,587.50	81.56	374,669.06	2,347.92
UBS AG Stamford Ct	4.864%	01/10/25	01/10/28	924	4.860%	250,000.00	250,000.00	0.00	250,000.00	5,776.00
National Rural Util Corp	4.750%	02/07/25	02/07/28	952	4.770%	100,000.00	99,956.00	5.56	99,961.56	1,900.00
National Rural Util Corp	4.750%	02/07/25	02/07/28	952	4.650%	130,000.00	130,344.50	(44.60)	130,299.90	2,470.00
Eli Lilly & Co	4.550%	06/27/25	02/12/28	957	4.050%	180,000.00	182,203.20	(9.10)	182,194.10	3,162.25
Eli Lilly & Co	4.550%	02/12/25	02/12/28	957	4.570%	225,000.00	224,856.00	17.90	224,873.90	3,952.81
Hershey Co	4.550%	02/24/25	02/24/28	969	4.570%	105,000.00	104,927.55	8.24	104,935.79	1,685.40
Cisco Systems Inc	4.550%	02/24/25	02/24/28	969	4.560%	170,000.00	169,943.90	6.63	169,950.53	2,728.74
Chevron USA	4.475%	02/26/25	02/26/28	971	4.480%	205,000.00	205,000.00	0.00	205,000.00	3,185.33
State Street Corp	4.530%	02/28/25	02/28/28	973	4.540%	400,000.00	400,000.00	0.00	400,000.00	6,166.92
Mars Inc	4.600%	03/12/25	03/01/28	975	4.600%	95,000.00	94,999.05	0.24	94,999.29	1,323.14
Mars Inc	4.600%	03/12/25	03/01/28	975	4.530%	150,000.00	150,295.50	(29.20)	150,266.30	2,089.17
Johnson & Johnson	4.550%	03/04/25	03/01/28	975	4.270%	260,000.00	261,983.80	(209.93)	261,773.87	4,304.81
Paccar Financial	4.550%	03/03/25	03/03/28	977	4.570%	385,000.00	384,765.15	25.10	384,790.25	5,741.85
Commonwealth Bk	4.423%	03/14/25	03/14/28	988	4.420%	300,000.00	300,000.00	0.00	300,000.00	3,943.84
Kenvue Inc	5.050%	06/30/25	03/22/28	996	4.120%	280,000.00	286,610.80	(6.37)	286,604.43	3,888.50
Citigroup Inc	4.643%	05/07/25	05/07/28	1,042	4.640%	390,000.00	390,000.00	0.00	390,000.00	2,716.16
Cummins Inc	4.250%	05/09/25	05/09/28	1,044	4.280%	25,000.00	24,982.50	0.81	24,983.31	153.47
Astrazeneca Finance LLC	1.750%	05/07/25	05/28/28	1,063	4.260%	200,000.00	185,772.00	657.19	186,429.19	320.83
National Secs Clearing	5.000%	04/23/25	05/30/28	1,065	4.310%	250,000.00	254,195.00	(246.28)	253,948.72	1,076.39
HSBC USA	4.650%	06/03/25	06/03/28	1,069	4.650%	400,000.00	400,032.00	(0.65)	400,031.35	1,446.67
Target Corp	4.350%	06/10/25	06/15/28	1,081	4.350%	70,000.00	69,999.30	0.12	69,999.42	177.63
Bristol-Myers Squibb	4.900%	04/16/25	02/22/29	1,333	4.510%	200,000.00	202,738.00	(139.29)	202,598.71	3,511.67
Astrazeneca Finance LLC	4.850%	04/16/25	02/26/29	1,337	4.510%	200,000.00	202,340.00	(118.65)	202,221.35	3,368.06
American Express Co	4.731%	04/25/25	04/25/29	1,395	4.730%	220,000.00	220,000.00	0.00	220,000.00	1,908.17
Bank of America Corp	4.623%	05/09/25	05/09/29	1,409	4.620%	390,000.00	390,000.00	0.00	390,000.00	2,604.29
United Parcel Service	2.500%	06/27/25	09/01/29	1,524	4.280%	180,000.00	167,842.80	30.03	167,872.83	1,500.00
BMW US Capital	5.050%	03/21/25	03/21/30	1,725	5.060%	190,000.00	189,950.60	2.84	189,953.44	2,665.28
State Street Corp	4.834%	04/24/25	04/24/30	1,759	4.830%	95,000.00	95,000.00	0.00	95,000.00	854.68
State Street Corp	4.834%	04/24/25	04/24/30	1,759	4.700%	260,000.00	261,588.60	(54.00)	261,534.60	2,339.12
Walmart	4.350%	04/28/25	04/28/30	1,763	4.390%	145,000.00	144,749.15	8.02	144,757.17	1,103.81
Blackrock Inc	2.400%	06/27/25	04/30/30	1,765	4.300%	290,000.00	266,196.80	50.52	266,247.32	1,179.33
Toyota Motor Credit Corp	4.800%	05/15/25	05/15/30	1,780	4.830%	195,000.00	194,777.70	5.38	194,783.08	1,196.00
National Secs Clearing	4.700%	05/20/25	05/20/30	1,785	4.710%	415,000.00	414,742.70	6.40	414,749.10	2,221.40
Citibank NA	4.914%	05/29/25	05/29/30	1,794	4.910%	250,000.00	250,000.00	0.00	250,000.00	1,092.00
John Deere Capital	4.550%	06/05/25	06/05/30	1,801	4.560%	180,000.00	179,904.60	1.83	179,906.43	591.50
Analog Devices Inc	4.500%	06/16/25	06/15/30	1,811	4.520%	400,000.00	399,648.00	3.89	399,651.89	750.00
	Weighted Avg Maturity			1,361	3.808%	$ 53,847,939.91	$ 52,784,512.80	$ 370,353.14	$ 53,154,865.94	$ 330,657.10
Water Fund L-T Water Capital Reserve (01-121900)										
IIIT - Money Market (PFM Asset Management)	4.305%	06/30/25	07/01/25	1	4.305%	71,944.87	71,944.87	0.00	71,944.87	-
US Treasury Notes	4.125%	05/06/25	02/28/27	608	3.880%	100,000.00	100,417.97	(33.88)	100,384.09	1,378.74
US Treasury Notes	4.500%	03/13/25	05/15/27	684	3.960%	275,000.00	278,050.78	(407.91)	277,642.87	1,580.50
US Treasury Notes	0.625%	01/05/21	12/31/27	914	0.660%	200,000.00	199,476.56	335.95	199,812.51	3.40
US Treasury Notes	2.875%	04/05/21	05/15/28	1,050	1.420%	150,000.00	164,695.31	(8,754.89)	155,940.42	550.78
US Treasury Notes	1.250%	06/04/21	05/31/28	1,066	1.230%	275,000.00	275,365.23	(212.69)	275,152.54	291.15
US Treasury Notes	1.250%	10/03/24	05/31/28	1,066	3.550%	300,000.00	276,562.50	4,520.16	281,082.66	317.62
US Treasury Notes	1.000%	08/02/21	07/31/28	1,127	0.990%	400,000.00	400,203.13	(113.54)	400,089.59	1,668.51
US Treasury Notes	1.125%	09/02/21	08/31/28	1,158	1.070%	400,000.00	401,359.38	(743.56)	400,615.82	1,504.08
US Treasury Notes	3.125%	05/01/19	11/15/28	1,234	2.470%	150,000.00	158,320.31	(5,376.57)	152,943.74	598.68
US Treasury Notes	2.625%	06/03/19	02/15/29	1,326	2.120%	100,000.00	104,406.25	(2,758.41)	101,647.84	986.19
US Treasury Notes	2.625%	04/01/19	02/15/29	1,326	2.490%	150,000.00	151,769.53	(1,119.33)	150,650.20	1,479.28
US Treasury Notes	2.750%	06/03/22	05/31/29	1,431	2.950%	250,000.00	246,933.59	1,349.51	248,283.10	582.31
US Treasury Notes	3.250%	07/06/22	06/30/29	1,461	2.870%	500,000.00	511,992.19	(5,128.76)	506,863.43	44.16
US Treasury Notes	4.000%	08/23/24	10/31/29	1,584	3.750%	550,000.00	556,359.38	(965.01)	555,394.37	3,706.52
US Treasury Notes	4.000%	03/05/24	10/31/29	1,584	4.290%	600,000.00	591,398.44	2,010.92	593,409.36	4,043.48
US Treasury Notes	1.750%	02/03/20	11/15/29	1,599	1.560%	250,000.00	254,355.47	(2,406.42)	251,949.05	558.76
US Treasury Notes	3.500%	02/02/23	01/31/30	1,676	3.590%	285,000.00	283,408.01	548.32	283,956.33	4,160.84
US Treasury Notes	1.500%	03/04/22	02/15/30	1,691	1.820%	345,000.00	336,833.20	3,415.72	340,248.92	1,944.20
US Treasury Notes	3.625%	08/02/24	03/31/30	1,735	3.940%	600,000.00	590,460.94	1,399.96	591,860.90	5,467.21
US Treasury Notes	0.625%	06/29/20	05/15/30	1,780	0.650%	250,000.00	249,414.06	296.87	249,710.93	199.56
US Treasury Notes	0.625%	11/03/21	08/15/30	1,872	1.500%	250,000.00	232,148.44	7,433.51	239,581.95	587.02
US Treasury Notes	4.125%	02/06/24	08/31/30	1,888	3.870%	150,000.00	152,238.28	(476.96)	151,761.32	2,068.10
US Treasury Notes	4.125%	10/29/24	08/31/30	1,888	4.130%	150,000.00	149,929.69	7.41	149,937.10	2,068.10

DuPAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
June 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 06/30/25
US Treasury Notes	4.125%	11/05/24	08/31/30	1,888	4.220%	625,000.00	621,777.34	323.95	622,101.29	8,617.10
US Treasury Notes	4.625%	09/03/24	09/30/30	1,918	3.750%	675,000.00	706,851.56	(3,917.53)	702,934.03	7,847.34
US Treasury Notes	0.875%	12/11/20	11/15/30	1,964	0.880%	200,000.00	199,867.19	60.85	199,928.04	223.51
US Treasury Notes	3.750%	01/04/24	12/31/30	2,010	3.960%	600,000.00	592,242.19	1,482.71	593,724.90	61.14
US Treasury Notes	4.125%	06/11/25	07/31/31	2,222	4.240%	125,000.00	124,199.22	6.75	124,205.97	2,150.81
US Treasury Notes	1.250%	11/03/21	08/15/31	2,237	1.540%	250,000.00	243,369.14	2,478.91	245,848.05	1,174.03
US Treasury Notes	3.750%	12/30/24	08/31/31	2,253	4.510%	190,000.00	181,746.88	538.04	182,284.92	2,381.45
US Treasury Notes	1.375%	02/22/22	11/15/31	2,329	1.940%	450,000.00	427,517.58	7,751.47	435,269.05	790.25
US Treasury Notes	2.875%	06/03/22	05/15/32	2,511	2.910%	100,000.00	99,714.84	88.20	99,803.04	367.19
US Treasury Notes	2.750%	01/04/24	08/15/32	2,603	3.990%	875,000.00	796,796.88	13,522.72	810,319.60	9,040.06
US Treasury Notes	4.125%	12/29/22	11/15/32	2,695	3.850%	200,000.00	204,539.06	(1,150.80)	203,388.26	1,053.67
US Treasury Notes	4.500%	03/04/25	11/15/33	3,060	4.220%	240,000.00	244,762.50	(147.62)	244,614.88	1,379.35
US Treasury Notes	4.250%	04/03/25	11/15/34	3,425	4.150%	200,000.00	201,515.63	(29.99)	201,485.64	1,085.60
US Treasury Notes	4.250%	02/06/25	11/15/34	3,425	4.550%	270,000.00	263,714.06	206.09	263,920.15	1,465.56
FL ST Board of Admin Txbl Rev	1.258%	09/16/20	07/01/25	1	1.260%	115,000.00	115,000.00	0.00	115,000.00	723.35
New York St Dorm Auth Municipal Bonds	2.888%	03/25/22	03/15/27	623	2.890%	55,000.00	55,000.00	0.00	55,000.00	467.70
NYC Transitional	4.930%	05/29/25	05/01/31	2,131	4.930%	150,000.00	150,000.00	0.00	150,000.00	657.33
New York H	5.171%	04/29/25	02/01/32	2,407	5.170%	300,000.00	300,000.00	0.00	300,000.00	2,671.68
Oregon St B	4.891%	04/29/25	05/01/32	2,497	4.890%	75,000.00	75,000.00	0.00	75,000.00	631.75
NYC Transitional	5.030%	05/29/25	05/01/32	2,497	5.030%	150,000.00	150,000.00	0.00	150,000.00	670.67
FR ZT1267	2.500%	08/21/19	05/01/28	1,036	2.320%	10,911.63	11,063.37	(101.48)	10,961.89	22.73
FNMA Pool #AU1266	3.000%	10/31/17	07/01/28	1,097	2.720%	15,260.92	15,649.60	(277.63)	15,371.97	38.15
FG J32374	2.500%	02/17/22	11/01/28	1,220	2.220%	34,582.84	35,188.04	(302.60)	34,885.44	72.05
Fannie Mae Pool	4.000%	03/18/19	03/01/29	1,340	3.630%	6,919.99	7,133.00	(133.64)	6,999.36	23.07
FNMA Pool #AS4197	3.500%	07/16/15	01/01/30	1,646	3.000%	8,136.79	8,614.83	(327.74)	8,287.09	23.73
FHLMC Pool #U49048	3.000%	03/17/16	08/01/30	1,858	2.630%	10,461.90	10,921.25	(296.08)	10,625.17	26.15
FNMA Pool #AL7738	3.500%	02/17/16	11/01/30	1,950	2.960%	11,480.83	12,225.29	(472.32)	11,752.97	33.49
FR ZS7331	3.000%	02/13/20	12/01/30	1,980	2.600%	33,054.98	34,304.86	(618.38)	33,686.48	82.64
FN FM1082	3.000%	08/19/19	09/01/31	2,254	2.720%	20,610.24	21,206.01	(288.72)	20,917.29	51.53
FG G16635	3.000%	04/18/19	02/01/32	2,407	2.930%	26,833.48	27,046.24	(102.78)	26,943.46	67.08
FN FS2986	4.000%	10/21/22	10/01/32	2,650	4.370%	77,243.24	74,950.08	617.19	75,567.27	257.48
FN BM5462	3.000%	06/21/19	11/01/32	2,681	2.800%	31,487.85	32,201.25	(319.92)	31,881.33	78.72
Freddie Mac Pool	4.000%	06/07/18	02/01/33	2,773	3.730%	8,496.02	8,752.20	(123.07)	8,629.13	28.32
FN CA1455	4.000%	12/20/18	03/01/33	2,801	3.760%	22,852.34	23,446.86	(272.13)	23,174.73	76.17
FN BM5830	3.500%	06/05/19	04/01/34	3,197	3.180%	32,098.90	33,302.61	(489.18)	32,813.43	93.62
FN FM0047	3.000%	06/17/21	12/01/34	3,441	2.450%	47,291.86	50,284.55	(893.87)	49,390.68	118.23
FR SB0759	4.500%	10/18/22	03/01/35	3,531	4.630%	63,740.51	62,943.75	173.17	63,116.92	239.03
FR SB0364	3.500%	06/21/21	06/01/35	3,623	2.830%	43,416.57	46,781.36	(965.37)	45,815.99	126.63
FR SB0666	4.000%	05/17/22	06/01/35	3,623	3.750%	85,770.88	88,022.37	(536.39)	87,485.98	285.90
FN FM3701	2.500%	07/27/20	07/01/35	3,653	2.040%	39,653.31	41,976.74	(762.99)	41,213.75	82.61
FR SB0361	3.000%	03/20/23	07/01/35	3,653	3.530%	82,398.85	78,085.79	796.63	78,882.42	206.00
FN FM5714	4.000%	03/19/21	11/01/35	3,776	3.230%	30,003.97	32,685.57	(780.10)	31,905.47	100.01
FR SB1478	5.000%	04/10/25	02/01/40	5,329	4.960%	268,598.54	269,815.62	(12.17)	269,803.45	1,119.16
FN FM8086	3.500%	10/15/21	07/01/51	9,497	3.090%	132,542.17	143,000.57	(1,294.85)	141,705.72	386.58
FHMS K737 A1	2.116%	01/22/20	06/01/26	336	2.030%	11,974.38	12,034.18	(50.62)	11,983.56	21.11
FHMS K058 A2	2.653%	04/12/23	08/01/26	397	4.020%	240,000.00	229,893.75	6,656.96	236,550.71	530.60
FHMS K061 A2	3.347%	05/24/23	11/01/26	489	4.310%	163,688.20	158,649.67	3,024.71	161,674.38	456.55
FHMS K063 A2	3.430%	05/24/23	01/01/27	550	4.340%	245,000.00	237,583.01	4,250.31	241,833.32	700.29
FHLMC Multifamily Structured Pool	3.243%	06/13/23	04/01/27	640	4.440%	265,000.00	253,934.18	5,866.79	259,800.97	716.16
FHMS K070 A2	3.303%	07/05/24	11/01/27	854	4.930%	275,000.00	261,325.20	3,739.51	265,064.71	756.94
FHMS KJ40 A1	3.400%	07/14/22	06/01/28	1,067	3.400%	103,201.55	103,200.28	0.63	103,200.91	292.40
FNA 2023-M6 A2	4.190%	07/31/23	07/01/28	1,097	4.580%	243,559.63	239,430.53	1,588.12	241,018.65	850.43
FHMS K508 A2	4.740%	10/19/23	08/01/28	1,128	5.260%	250,000.00	244,516.00	1,759.45	246,275.45	987.50
FHMS K506 A2	4.650%	09/14/23	08/01/28	1,128	4.990%	255,000.00	251,227.79	1,259.75	252,487.54	988.13
FHMS K509 A2	4.850%	10/31/23	09/01/28	1,159	5.600%	190,000.00	183,942.23	1,807.46	185,749.69	767.92
FHMS K507 A2	4.800%	09/28/23	09/01/28	1,159	5.070%	250,000.00	247,011.75	933.90	247,945.65	1,000.00
FHMS K510 A2	5.069%	11/21/23	10/01/28	1,189	5.140%	90,000.00	89,739.81	77.74	89,817.55	380.18
FHMS K511 A2	4.860%	12/07/23	10/25/28	1,213	4.930%	140,000.00	139,597.78	118.28	139,716.06	567.00
FHMS K512 A2	5.000%	12/21/23	11/01/28	1,220	4.780%	117,342.96	109,544.71	3,423.79	112,968.50	293.36
FHMS K750 A1	3.000%	11/03/22	11/01/28	1,220	4.260%	130,000.00	131,213.94	(344.83)	130,869.11	541.67
FHMS KJ45 A1	4.455%	05/25/23	11/01/28	1,220	4.460%	208,045.73	208,045.31	0.16	208,045.47	772.37
FHMS KJ43 A1	4.377%	12/15/22	12/01/28	1,250	4.380%	169,236.25	169,233.36	1.22	169,234.58	617.29
FHMS K514 A2	4.572%	06/06/24	12/01/28	1,250	4.960%	265,000.00	260,859.38	887.10	261,746.48	1,009.65
FHMS KJ44 A1	4.558%	02/23/23	01/25/29	1,305	4.560%	100,719.40	100,716.25	1.25	100,717.50	382.57
FHMS K752 A1	4.284%	08/24/23	01/01/29	1,281	4.910%	108,348.69	105,148.19	1,094.17	106,242.36	386.80
FHMS K749 A2	2.120%	04/15/25	03/01/29	1,340	4.200%	200,000.00	184,835.94	746.47	185,582.41	353.33
FHMS K522 A2	4.803%	06/13/24	05/01/29	1,401	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	1,462	3.900%	122,484.37	122,479.71	1.90	122,481.61	398.28
FHMS K526 A2	4.543%	08/15/24	07/01/29	1,462	4.330%	240,000.00	242,244.96	(362.75)	241,882.21	908.60
FHMS K097 A2	2.508%	07/17/24	07/01/29	1,462	4.550%	270,000.00	245,552.34	4,219.98	249,772.32	564.30
FHMS K529 A2	4.791%	10/16/24	09/01/29	1,524	4.340%	160,000.00	163,197.92	(415.71)	162,782.21	638.80
FHMS K120 A1	0.892%	04/01/24	07/01/30	1,827	3.340%	241,204.73	207,907.17	6,031.71	213,938.88	179.30

DuPAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
June 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 06/30/25
FHMS KJ49 A1	5.007%	02/19/24	09/01/30	1,889	5.010%	182,891.87	182,886.56	1.09	182,887.65	763.12
FHR 4096 PA	1.375%	02/21/20	08/01/27	762	1.490%	18,000.73	17,854.48	104.70	17,959.18	20.63
FNR 2012-145 EA	1.250%	02/07/20	01/01/28	915	1.440%	9,881.69	9,741.57	94.90	9,836.47	10.29
FNR 2013-39 MP	1.750%	12/09/19	05/01/28	1,036	1.860%	23,861.84	23,660.50	132.26	23,792.76	34.80
Fannie Mae	2.500%	10/25/19	03/01/33	2,801	2.400%	27,383.20	27,682.70	(126.69)	27,556.01	57.05
Freddie Mac	3.000%	05/03/19	04/01/34	3,197	2.960%	33,272.40	33,436.16	(67.40)	33,368.76	83.18
FHR 5050 XL	1.000%	02/11/22	07/01/36	4,019	1.180%	41,932.44	40,936.52	233.93	41,170.45	34.94
FHR 5050 XL	1.000%	07/19/24	07/01/36	4,019	1.820%	177,895.16	162,190.35	1,029.10	163,219.45	148.25
FHR 3745 NP	4.000%	09/12/19	06/01/39	5,084	3.740%	257.54	266.74	(2.70)	264.04	0.86
FHR 5050 XA	1.000%	07/24/24	07/01/39	5,114	1.690%	182,043.62	165,489.02	837.19	166,326.21	151.70
FHR 5042 DA	1.000%	07/24/24	05/01/41	5,784	1.550%	191,994.54	176,454.98	697.38	177,152.36	160.00
FNR 2015-33 P	2.500%	02/14/20	06/01/45	7,276	2.400%	17,862.61	18,203.11	(72.05)	18,131.06	37.21
FNR 2016-79 HA	2.000%	06/05/20	11/01/46	7,794	1.830%	27,634.55	28,644.93	(193.16)	28,451.77	46.06
FNR 2019-13A	3.500%	01/23/24	04/01/49	8,676	3.840%	223,836.02	211,708.66	421.60	212,130.26	652.86
Federal Home Loan Bank Notes	0.830%	08/19/22	02/10/27	590	3.370%	245,000.00	219,338.70	16,438.52	235,777.22	796.45
Federal Home Loan Bank Notes	1.020%	08/16/22	02/24/27	604	3.240%	255,000.00	231,333.45	15,045.99	246,379.44	917.58
Fannie Mae Notes	0.750%	10/07/20	10/08/27	830	0.770%	210,000.00	209,699.70	202.90	209,902.60	363.13
Fannie Mae Notes	0.875%	08/05/20	08/05/30	1,862	0.930%	100,000.00	99,485.00	252.56	99,737.56	354.86
Federal Home Loan Bank Notes	3.500%	08/05/22	06/11/32	2,538	3.120%	230,000.00	237,378.40	(2,176.48)	235,201.92	447.22
American Express Co	1.650%	06/20/24	11/04/26	492	5.270%	120,000.00	110,440.80	4,011.38	114,452.18	313.50
National Rural Coop	5.600%	11/13/23	11/13/26	501	5.400%	100,000.00	100,560.00	(293.87)	100,266.13	746.67
Goldman Sachs Group Inc	3.500%	05/14/24	11/16/26	504	5.430%	135,000.00	128,974.95	2,621.72	131,596.67	590.63
Hormel Foods	4.800%	08/09/24	03/30/27	638	4.400%	130,000.00	131,034.80	(348.43)	130,686.37	1,577.33
BMW US Capital	4.900%	04/02/24	04/02/27	641	4.940%	95,000.00	94,886.95	45.16	94,932.11	1,150.82
BP Cap Markets America	3.588%	05/17/24	04/14/27	653	4.950%	135,000.00	130,064.40	1,823.50	131,887.90	1,036.04
Goldman Sachs Group Inc	5.414%	05/21/24	05/21/27	690	5.410%	50,000.00	50,000.00	0.00	50,000.00	300.78
John Deere	4.900%	04/17/25	06/11/27	711	4.310%	100,000.00	101,190.00	(108.84)	101,081.16	272.22
National Australia Bank/NY Corp	5.087%	06/11/24	06/11/27	711	5.040%	400,000.00	400,484.00	(161.97)	400,322.03	1,130.44
American Honda Finance	4.900%	07/10/24	07/09/27	739	4.950%	185,000.00	184,761.35	73.99	184,835.34	4,331.06
Aust & NZ Banking Group NY	4.900%	07/16/24	07/16/27	746	4.900%	310,000.00	310,000.00	0.00	310,000.00	6,962.08
Blackrock Funding Inc	4.600%	07/26/24	07/26/27	756	4.600%	130,000.00	129,996.10	1.36	129,997.46	2,574.72
Blackrock Funding Inc	4.600%	07/26/24	07/26/27	756	4.590%	130,000.00	130,046.80	(14.09)	130,032.71	2,574.72
Accenture Capital	3.900%	10/04/24	10/04/27	826	3.950%	35,000.00	34,954.85	10.71	34,965.56	329.88
Toyota Motor Credit Corp	4.350%	10/10/24	10/08/27	830	4.360%	5,000.00	4,998.05	0.45	4,998.50	50.15
Toyota Motor Credit Corp	4.500%	10/10/24	10/08/27	830	4.340%	100,000.00	100,039.00	(8.85)	100,030.15	1,002.92
Morgan Stanley Bank	4.447%	10/18/24	10/15/27	837	4.450%	400,000.00	399,956.00	10.42	399,966.42	3,755.24
Mercedes-Benz Fin	4.900%	11/15/24	11/15/27	868	4.940%	200,000.00	199,780.00	43.50	199,823.50	1,252.22
National Rural Util Corp	4.750%	02/07/25	02/07/28	952	4.650%	55,000.00	54,975.80	3.06	54,978.86	1,045.00
Eli Lilly & Co	4.550%	06/27/25	02/12/28	957	4.050%	95,000.00	96,162.80	(4.80)	96,158.00	1,668.97
Eli Lilly & Co	4.550%	02/12/25	02/12/28	957	4.570%	120,000.00	119,923.20	9.55	119,932.75	2,108.17
Hershey Co	4.550%	02/24/25	02/24/28	969	4.570%	55,000.00	54,962.05	4.32	54,966.37	882.83
Cisco Systems Inc	4.550%	02/24/25	02/24/28	969	4.560%	85,000.00	84,971.95	3.31	84,975.26	1,364.37
Chevron USA	4.475%	02/26/25	02/26/28	971	4.480%	175,000.00	175,000.00	0.00	175,000.00	2,719.18
State Street Corp	4.530%	02/28/25	02/28/28	973	4.540%	205,000.00	205,000.00	0.00	205,000.00	3,160.55
Mars Inc	4.600%	03/12/25	03/01/28	975	4.600%	50,000.00	49,999.50	0.13	49,999.63	696.39
Mars Inc	4.600%	03/12/25	03/01/28	975	4.530%	80,000.00	80,157.60	(15.57)	80,142.03	1,114.22
Paccar Financial	4.550%	03/03/25	03/03/28	977	4.570%	200,000.00	199,878.00	13.04	199,891.04	2,982.78
Commonwealth Bk	4.423%	03/14/25	03/14/28	988	4.420%	250,000.00	250,000.00	0.00	250,000.00	3,286.53
Kenvue Inc	5.050%	06/30/25	03/22/28	996	4.120%	150,000.00	153,541.50	(3.41)	153,538.09	2,083.13
Citigroup Inc	4.643%	05/07/25	05/07/28	1,042	4.640%	200,000.00	200,000.00	0.00	200,000.00	1,392.90
Astrazeneca Finance LLC	1.750%	05/07/25	05/28/28	1,063	4.260%	100,000.00	92,886.00	328.60	93,214.60	160.42
HSBC USA	4.650%	06/03/25	06/03/28	1,069	4.650%	200,000.00	200,016.00	(0.32)	200,015.68	723.33
Target Corp	4.350%	06/10/25	06/15/28	1,081	4.350%	35,000.00	34,999.65	0.06	34,999.71	88.81
Bristol-Myers Squibb	4.900%	04/16/25	02/22/29	1,333	4.510%	100,000.00	101,369.00	(69.65)	101,299.35	1,755.83
Astrazeneca Finance LLC	4.850%	04/16/25	02/26/29	1,337	4.510%	110,000.00	111,287.00	(65.26)	111,221.74	1,852.43
American Express Co	4.731%	04/25/25	04/25/29	1,395	4.730%	115,000.00	115,000.00	0.00	115,000.00	997.45
Bank of America Corp	4.623%	05/09/25	05/09/29	1,409	4.620%	200,000.00	200,000.00	0.00	200,000.00	1,335.53
United Parcel Service	2.500%	06/27/25	09/01/29	1,524	4.280%	100,000.00	93,246.00	16.68	93,262.68	833.33
BMW US Capital	5.050%	03/21/25	03/21/30	1,725	5.060%	95,000.00	94,975.30	1.42	94,976.72	1,332.64
State Street Corp	4.834%	04/24/25	04/24/30	1,759	4.830%	50,000.00	50,000.00	0.00	50,000.00	449.83
State Street Corp	4.834%	04/24/25	04/24/30	1,759	4.700%	140,000.00	140,855.40	(29.08)	140,826.32	1,259.53
Walmart	4.350%	04/28/25	04/28/30	1,763	4.390%	75,000.00	74,870.25	4.15	74,874.40	570.94
Blackrock Inc	2.400%	06/27/25	04/30/30	1,765	4.300%	150,000.00	137,688.00	26.13	137,714.13	610.00
Toyota Motor Credit Corp	4.800%	05/15/25	05/15/30	1,780	4.830%	95,000.00	94,891.70	2.62	94,894.32	582.67
National Secs Clearing	4.700%	05/20/25	05/20/30	1,785	4.710%	250,000.00	249,845.00	3.86	249,848.86	1,338.19
Citibank NA	4.914%	05/29/25	05/29/30	1,794	4.910%	250,000.00	250,000.00	0.00	250,000.00	1,092.00
John Deere Capital	4.550%	06/05/25	06/05/30	1,801	4.560%	100,000.00	99,947.00	1.02	99,948.02	328.61
Analog Devices Inc	4.500%	06/16/25	06/15/30	1,811	4.520%	200,000.00	199,824.00	1.95	199,825.95	375.00
Cummins Inc	4.700%	05/09/25	02/15/31	2,056	4.700%	200,000.00	199,926.00	1.70	199,927.70	1,357.78
Automatic Data Processing	4.750%	05/02/25	05/08/32	2,504	4.780%	210,000.00	209,666.10	7.10	209,673.20	1,468.54
	Weighted Avg Maturity			1,729	3.790%	$ 28,509,347.58	$ 28,138,748.33	$ 93,368.35	$ 28,232,116.68	$ 178,039.48

DuPAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
June 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 06/30/25
Capital Reserve (01-122000)										
IIIT - Money Market (PFM Asset Management)	4.305%	06/30/25	07/01/25	1	4.305%	19,462.02	19,462.02	0.00	19,462.02	-
US Treasury Notes	0.750%	05/05/23	04/30/26	304	3.830%	1,025,000.00	936,593.75	63,853.46	1,000,447.21	1,295.18
US Treasury Notes	1.500%	08/02/24	08/15/26	411	4.250%	200,000.00	189,382.81	4,645.33	194,028.14	1,127.07
US Treasury Notes	4.375%	02/06/24	08/15/26	411	4.040%	465,000.00	468,741.80	(2,076.07)	466,665.73	7,642.96
US Treasury Notes	1.500%	09/30/24	08/15/26	411	3.580%	1,800,000.00	1,732,710.94	26,417.95	1,759,128.89	10,143.65
US Treasury Notes	3.500%	10/03/24	09/30/26	457	3.620%	2,200,000.00	2,194,757.81	1,917.32	2,196,675.13	19,355.19
US Treasury Notes	4.125%	03/13/25	10/31/26	488	4.050%	390,000.00	390,472.27	(84.60)	390,387.67	2,710.39
US Treasury Notes	1.125%	10/29/24	10/31/26	488	4.110%	1,200,000.00	1,131,609.38	22,399.86	1,154,009.24	2,274.46
US Treasury Notes	1.250%	09/03/24	11/30/26	518	3.840%	2,500,000.00	2,362,109.38	49,419.64	2,411,529.02	2,646.86
US Treasury Notes	4.000%	09/03/24	11/30/26	518	3.840%	245,000.00	243,832.42	217.94	244,050.36	4,520.99
US Treasury Notes	4.000%	12/05/24	01/15/27	564	4.220%	4,000,000.00	3,982,187.50	4,678.61	3,986,866.11	73,812.15
US Treasury Notes	4.125%	12/04/24	02/15/27	595	4.190%	120,000.00	119,835.94	41.57	119,877.51	1,859.67
US Treasury Notes	2.250%	11/05/24	02/15/27	595	4.180%	1,875,000.00	1,796,923.83	21,640.49	1,818,564.32	15,849.45
US Treasury Notes	4.125%	05/06/25	02/28/27	608	3.880%	510,000.00	512,131.64	(172.78)	511,958.86	7,031.56
US Treasury Notes	4.250%	01/07/25	03/15/27	623	4.220%	2,075,000.00	2,076,053.71	(222.32)	2,075,831.39	25,881.11
US Treasury Notes	4.500%	03/13/25	05/15/27	684	3.960%	500,000.00	505,546.88	(741.65)	504,805.23	2,873.64
US Treasury Notes	4.500%	02/07/25	05/15/27	684	4.260%	1,600,000.00	1,608,250.00	(1,381.53)	1,606,868.47	9,195.65
US Treasury Notes	3.500%	03/04/25	01/31/28	945	4.020%	225,000.00	221,809.57	342.38	222,151.95	3,284.88
US Treasury Notes	4.000%	04/22/25	02/29/28	974	3.780%	250,000.00	251,474.61	(93.41)	251,381.20	3,342.39
US Treasury Notes	1.125%	04/03/25	02/29/28	974	3.840%	400,000.00	370,421.88	2,341.55	372,763.43	1,504.08
US Treasury Notes	3.500%	05/13/25	04/30/28	1,035	4.010%	700,000.00	690,074.22	424.20	690,498.42	4,127.72
US Treasury Notes	3.750%	05/21/25	05/15/28	1,050	3.940%	200,000.00	198,953.13	37.56	198,990.69	957.88
US Treasury Notes	3.750%	06/05/25	05/31/28	1,066	3.890%	1,300,000.00	1,290,351.56	220.78	1,290,572.34	3,991.46
Conneticut St Txbl	5.050%	06/22/23	05/15/26	319	4.550%	90,000.00	91,206.90	(843.56)	90,363.34	580.75
New York H	4.669%	04/29/25	02/01/28	946	4.670%	125,000.00	125,000.00	0.00	125,000.00	1,005.13
NYC Transitional	4.487%	05/29/25	05/01/28	1,036	4.490%	125,000.00	125,000.00	0.00	125,000.00	498.56
Oregon St B	4.368%	04/29/25	05/01/28	1,036	4.370%	145,000.00	145,000.00	0.00	145,000.00	1,090.79
FN AL2092	3.000%	03/06/18	07/01/27	731	2.980%	24,848.72	24,879.78	(24.20)	24,855.58	62.12
Fannie Mae Pool	3.500%	04/05/18	02/01/28	946	3.230%	47,236.83	48,314.42	(788.82)	47,525.60	137.77
Fannie Mae Pool	3.500%	04/05/18	03/01/28	975	3.230%	24,595.15	25,156.23	(407.29)	24,748.94	71.74
Fannie Mae Pool	3.500%	04/05/18	04/01/28	1,006	3.240%	30,095.88	30,754.23	(473.94)	30,280.29	87.78
FR ZT1267	2.500%	08/21/19	05/01/28	1,036	2.320%	28,642.97	29,041.29	(266.39)	28,774.90	59.67
FN CA1940	4.000%	07/11/18	06/01/28	1,067	3.640%	34,569.73	35,596.01	(718.66)	34,877.35	115.23
FG J32374	2.500%	02/17/22	11/01/28	1,220	2.220%	102,569.60	104,364.57	(897.48)	103,467.09	213.69
Fannie Mae Pool	4.000%	03/18/19	03/01/29	1,340	3.630%	19,277.13	19,870.50	(372.27)	19,498.23	64.26
FN FS2986	4.000%	10/21/22	10/01/32	2,650	4.370%	216,281.10	209,860.25	1,728.14	211,588.39	720.94
FR SB0364	3.500%	06/21/21	06/01/35	3,623	2.830%	130,249.67	140,344.02	(2,896.12)	137,447.90	379.89
FHMS K058 A2	2.653%	04/12/23	08/01/26	397	4.020%	675,000.00	646,576.17	18,722.70	665,298.87	1,492.31
FNA 2016-M12 A2	2.527%	11/27/23	09/01/26	428	5.050%	337,474.74	314,879.75	11,975.74	326,855.49	566.76
FHMS K061 A2	3.347%	05/24/23	11/01/26	489	4.310%	452,549.74	438,619.68	8,362.46	446,982.14	1,262.24
FHMS K063 A2	3.430%	05/24/23	01/01/27	550	4.340%	675,000.00	654,565.43	11,710.04	666,275.47	1,929.38
FNA 2017-M8 A2	3.061%	06/28/24	05/01/27	670	4.920%	295,976.42	281,420.39	4,517.57	285,937.96	754.99
FHMS K066 A2	3.117%	08/15/24	06/01/27	701	4.170%	500,000.00	485,722.66	4,175.17	489,897.83	1,298.75
FNA 2024-M6 A2	2.905%	12/17/24	07/01/27	731	4.320%	505,000.00	487,325.00	3,470.99	490,795.99	1,264.40
FHMS KJ28 A2	2.308%	01/11/24	10/01/27	823	3.910%	474,754.49	447,827.00	9,945.26	457,772.26	913.11
FHMS K070 A2	3.303%	07/05/24	11/01/27	854	4.890%	500,000.00	475,136.72	6,799.12	481,935.84	1,376.25
FHMS K071 A2	3.286%	03/31/25	11/01/27	854	4.360%	500,000.00	486,914.06	801.21	487,715.27	1,369.17
FHMS K072 A2	3.444%	04/11/25	12/01/27	884	4.200%	465,000.00	455,936.13	702.11	456,638.24	1,334.55
FNA 2018-M2 A2	3.003%	04/08/25	01/01/28	915	4.070%	500,469.04	486,276.06	1,103.50	487,379.56	1,251.78
FHMS K505 A1	4.612%	07/20/23	02/25/28	970	4.610%	618,344.02	618,331.02	5.51	618,336.53	2,376.50
FHMS K506 A1	4.650%	09/14/23	05/01/28	1,036	5.010%	638,237.32	628,692.49	3,377.04	632,069.53	2,473.17
FHMS KJ46 A1	4.777%	04/05/24	06/01/28	1,067	5.000%	472,507.76	468,631.72	1,137.32	469,769.04	1,880.97
FNA 2023-M6 A2	4.190%	07/31/23	07/01/28	1,097	4.580%	616,062.61	605,618.42	4,017.00	609,635.42	2,151.09
FHMS K109 A1	1.036%	04/24/24	10/01/29	1,554	3.410%	671,948.82	592,784.84	0.00	592,784.84	580.12
FHMS K106 A1	1.783%	04/11/24	10/01/29	1,554	3.710%	722,969.35	654,146.05	13,961.25	668,107.30	1,074.21
FHR 4096 PA	1.375%	02/21/20	08/01/27	762	1.490%	46,774.74	46,394.70	272.06	46,666.76	53.60
FNR 2012-107 GA	1.500%	12/03/19	09/01/27	793	1.690%	11,369.65	11,212.43	112.22	11,324.65	14.21

DuPAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
June 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 06/30/25
FNR 2013-39 MP	1.750%	12/09/19	05/01/28	1,036	1.860%	64,059.80	63,519.30	355.07	63,874.37	93.42
FHR 5050 XL	1.000%	02/11/22	07/01/36	4,019	1.180%	124,526.60	121,569.10	694.68	122,263.78	103.77
FHR 5050 XL	1.000%	07/16/24	07/01/36	4,019	1.820%	279,549.54	254,870.56	1,617.15	256,487.71	232.96
FHR 3745 NP	4.000%	09/12/19	06/01/39	5,084	3.740%	795.95	824.40	(8.34)	816.06	2.65
FHR 5050 XA	1.000%	07/24/24	07/01/39	5,114	1.690%	330,988.40	300,889.14	1,522.16	302,411.30	275.82
FHR 5277 CA	2.500%	04/08/24	12/01/39	5,267	3.140%	322,254.30	296,499.13	2,016.89	298,516.02	671.36
FHR 5042 DA	1.000%	07/24/24	05/01/41	5,784	1.550%	345,590.17	317,618.97	1,255.29	318,874.26	287.99
FNR 2015-33 P	2.500%	02/14/20	06/01/45	7,276	2.400%	46,889.43	47,783.26	(189.15)	47,594.11	97.69
Federal Home Loan Bank Notes	1.100%	07/20/22	08/20/26	416	3.410%	705,000.00	643,305.45	44,529.20	687,834.65	2,821.96
Federal Home Loan Bank Notes	1.145%	08/14/23	12/30/26	548	4.060%	975,000.00	895,118.25	44,473.63	939,591.88	64.32
Federal Home Loan Bank Notes	0.830%	08/19/22	02/10/27	590	3.370%	675,000.00	604,300.50	45,289.81	649,590.31	2,194.31
Federal Home Loan Bank Notes	1.020%	08/16/22	02/24/27	604	3.240%	710,000.00	644,104.90	41,892.77	685,997.67	2,554.82
National Rural Coop	1.000%	04/01/24	06/15/26	350	4.970%	255,000.00	234,087.45	11,852.20	245,939.65	113.33
Walt Disney Notes	1.850%	06/17/24	07/30/26	395	5.090%	200,000.00	184,068.00	6,685.63	190,753.63	522.50
Goldman Sachs Group Inc	3.500%	05/14/24	11/16/26	504	5.430%	240,000.00	229,288.80	4,660.83	233,949.63	1,050.00
American Honda Finance	4.900%	03/14/24	03/12/27	620	4.890%	85,000.00	84,953.25	19.55	84,972.80	1,261.07
American Honda Finance	4.900%	03/13/24	03/12/27	620	4.920%	90,000.00	90,036.90	(15.33)	90,021.57	1,335.25
Hormel Foods	4.800%	08/09/24	03/30/27	638	4.400%	230,000.00	231,830.80	(616.46)	231,214.34	2,790.67
BMW US Capital	4.900%	04/02/24	04/02/27	641	4.940%	200,000.00	199,762.00	95.08	199,857.08	2,422.78
BP Cap Markets America	3.588%	05/17/24	04/14/27	653	4.950%	250,000.00	240,860.00	3,376.86	244,236.86	1,918.58
JP Morgan Chase	1.158%	05/20/24	04/22/27	661	4.150%	380,000.00	353,384.80	9,777.75	363,162.55	1,149.31
Toyota Motor Credit Corp	4.500%	05/15/25	05/14/27	683	4.520%	160,000.00	159,928.00	4.50	159,932.50	920.00
Goldman Sachs Group Inc	5.414%	05/21/24	05/21/27	690	5.410%	90,000.00	90,000.00	0.00	90,000.00	541.40
National Australia Bank/NY Corp	5.087%	06/11/24	06/11/27	711	5.090%	315,000.00	315,000.00	0.00	315,000.00	890.23
John Deere Capital	4.900%	06/11/24	06/11/27	711	4.950%	350,000.00	349,566.00	146.12	349,712.12	952.78
National Australia Bank/NY Corp	5.087%	06/11/24	06/11/27	711	5.040%	385,000.00	385,465.85	(155.89)	385,309.96	1,088.05
American Honda Finance	4.900%	07/10/24	07/09/27	739	4.950%	325,000.00	324,580.75	129.98	324,710.73	7,608.61
Aust & NZ Banking Group NY	4.900%	07/16/24	07/16/27	746	4.900%	280,000.00	280,000.00	0.00	280,000.00	6,288.33
Blackrock Funding Inc	4.600%	07/26/24	07/26/27	756	4.590%	235,000.00	235,084.60	(25.46)	235,059.14	4,654.31
Accenture Capital	3.900%	10/04/24	10/04/27	826	3.950%	70,000.00	69,909.70	21.41	69,931.11	659.75
Toyota Motor Credit Corp	4.500%	10/10/24	10/08/27	830	4.340%	80,000.00	80,031.20	(7.08)	80,024.12	802.33
Morgan Stanley Bank	4.447%	10/18/24	10/15/27	837	4.450%	330,000.00	330,000.00	0.00	330,000.00	3,098.08
Morgan Stanley Bank	4.447%	10/18/24	10/15/27	837	4.450%	405,000.00	404,955.45	10.55	404,966.00	3,802.19
Mercedes-Benz Fin	4.900%	11/15/24	11/15/27	868	4.940%	360,000.00	359,604.00	78.29	359,682.29	2,254.00
National Rural Util Corp	4.750%	02/07/25	02/07/28	952	4.650%	95,000.00	94,958.20	5.28	94,963.48	1,805.00
Eli Lilly & Co	4.550%	06/27/25	02/12/28	957	4.050%	170,000.00	172,080.80	(8.60)	172,072.20	2,986.57
Eli Lilly & Co	4.550%	02/12/25	02/12/28	957	4.570%	220,000.00	219,859.20	17.50	219,876.70	3,864.97
Hershey Co	4.550%	02/24/25	02/24/28	969	4.570%	100,000.00	99,931.00	7.85	99,938.85	1,605.14
Cisco Systems Inc	4.550%	02/24/25	02/24/28	969	4.560%	195,000.00	194,935.65	7.60	194,943.25	3,130.02
Chevron USA	4.475%	02/26/25	02/26/28	971	4.480%	430,000.00	430,000.00	0.00	430,000.00	6,681.42
State Street Corp	4.530%	02/28/25	02/28/28	973	4.540%	615,000.00	615,000.00	0.00	615,000.00	9,481.64
Mars Inc	4.600%	03/12/25	03/01/28	975	4.600%	90,000.00	89,999.10	0.23	89,999.33	1,253.50
Mars Inc	4.600%	03/12/25	03/01/28	975	4.530%	150,000.00	150,295.50	(29.20)	150,266.30	2,089.17
Johnson & Johnson	4.550%	03/04/25	03/01/28	975	4.270%	250,000.00	251,907.50	(201.86)	251,705.64	4,139.24
Paccar Financial	4.550%	03/03/25	03/03/28	977	4.570%	370,000.00	369,774.30	24.12	369,798.42	5,518.14
Commonwealth Bk	4.423%	03/14/25	03/14/28	988	4.420%	285,000.00	285,000.00	0.00	285,000.00	3,746.65
BMW US Capital	4.750%	03/21/25	03/21/28	995	4.770%	295,000.00	294,852.50	13.50	294,866.00	3,892.36
Kenvue Inc	5.050%	06/30/25	03/22/28	996	4.120%	265,000.00	271,256.65	(6.03)	271,250.62	3,680.19
Citigroup Inc	4.643%	05/07/25	05/07/28	1,042	4.640%	370,000.00	370,000.00	0.00	370,000.00	2,576.87
Cummins Inc	4.250%	05/09/25	05/09/28	1,044	4.280%	25,000.00	24,982.50	0.81	24,983.31	153.47
Astrazeneca Finance LLC	1.750%	05/07/25	05/28/28	1,063	4.260%	400,000.00	371,544.00	1,314.39	372,858.39	641.67
National Secs Clearing	5.000%	04/23/25	05/30/28	1,065	4.310%	250,000.00	254,195.00	(246.28)	253,948.72	1,076.39
National Secs Clearing	5.000%	05/23/25	05/30/28	1,065	4.330%	480,000.00	487,545.60	(255.02)	487,290.58	2,066.67
HSBC USA	4.650%	06/03/25	06/03/28	1,069	4.650%	375,000.00	375,030.00	(0.61)	375,029.39	1,356.25
Target Corp	4.350%	06/10/25	06/15/28	1,081	4.350%	65,000.00	64,999.35	0.11	64,999.46	164.94
Analog Devices Inc	4.500%	06/16/25	06/15/30	1,811	4.520%	275,000.00	274,703.00	4.54	274,707.54	486.98
American Express Co	4.731%	04/25/25	04/25/29	1,395	4.730%	210,000.00	210,000.00	0.00	210,000.00	1,821.44
Bank of America Corp	4.623%	05/09/25	05/09/29	1,409	4.620%	370,000.00	370,000.00	0.00	370,000.00	2,470.74
	Weighted Avg Maturity			870	4.116%	$ 50,866,921.69	$ 49,500,736.33	$ 513,169.98	$ 50,013,906.31	$ 358,148.32
	TOTAL ALL FUNDS				3.906%	$ 147,367,505.30	$ 144,458,343.30	1,057,337.86	$ 145,515,681.16	$ 866,844.90
	Less: Net Unsettled Trades								-	
June 30, 2025	90 DAY US TREASURY YIELD				4.41%				$ 145,515,681.16	
	3 month US Treasury Bill Index				4.42%					
	0-3 Year US Treasury Index				3.87%					
	1-3 Year US Treasury Index				3.80%					
	1-5 Year US Treasury Index				3.77%					
	1-10 Year US Treasury Index				3.83%					

DuPAGE WATER COMMISSION
WATERLINK INVESTMENTS
(Unaudited)
May 31, 2025

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 05/31/25
Waterlink (01-122500)										
IIIT - Money Market	4.305%	05/31/25	06/01/25	1	4.305%	13,447.91	13,447.91	0.00	13,447.91	-
Atlantic Asset Sec	0.000%	04/25/25	07/01/25	31	4.400%	4,200,000.00	4,165,606.67	34,393.33	4,200,000.00	-
Sumitomo Mitsui Trust	0.000%	04/25/25	07/22/25	52	4.420%	4,200,000.00	4,154,621.34	34,549.66	4,189,171.00	-
MUFG Bank LTD	0.000%	04/25/25	07/24/25	54	4.410%	4,180,000.00	4,133,915.50	34,307.35	4,168,222.85	-
Cabot Trail Funding LLC	0.000%	05/30/25	08/22/25	83	4.370%	4,245,000.00	4,201,715.15	16,489.47	4,218,204.62	-
Mont Blanc Capital	0.000%	06/02/25	08/29/25	90	4.400%	4,245,000.00	4,199,342.67	15,046.17	4,214,388.84	-
Sheffield Receivables	0.000%	06/23/25	09/22/25	114	4.380%	4,250,000.00	4,202,945.42	4,136.67	4,207,082.09	-
Weighted Avg Maturity				71	4.397%	$ 25,333,447.91	$ 25,071,594.66	$138,922.65	$ 25,210,517.31	$ -
Less: Net Unsettled Trades									-	
									$ 25,210,517.31	

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

	Operating	Waterlink
CASH FLOWS FROM OPERATING ACTIVITIES		
Cash received from customers	$ 24,189,221	$ -
Cash payments to suppliers	(23,626,199)	-
Cash payments to employees	(709,535)	-
Net cash from operating activities	(146,513)	-
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES		
Cash received from sales taxes	32,631	-
Cash received/paid from long term loans	72,392	-
Cash payments for net pension activity	0	-
Net cash from noncapital financing activities	105,023	-
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES		
Interest paid	0	-
Principal paid	0	-
Escrow activity	(468)	(637,436)
Construction and purchase of capital assets	(161,402)	-
Net cash from capital and related financing activities	(161,870)	(637,436)
CASH FLOWS FROM INVESTING ACTIVITIES		
Investment income	944,811	-
Net cash from investing activities	944,811	-
Net Increase (Decrease) in cash and investments	741,451	(637,436)
CASH AND INVESTMENTS, MAY 1, 2025	149,768,536	35,673,160
CASH AND INVESTMENTS, MAY 31, 2025	$ 150,509,987	$ 35,035,724

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

	6/30/2025		
	YEAR END TARGETED Reserve or Monthly Cash Amount-Needed	Amount On Hand	Amount Over - (Under) Target
TABLE 1	**A**	**B**	**C**
RESERVE ANALYSIS - DWC FUNDS			
A .Operating Reserve	$ 52,580,083	$ 53,154,866	$ 574,783
# of days per current fiscal year management budget	*120*	*121*	
B. Capital Reserve (3)	$ 23,950,000	$ 49,079,331	$ 25,129,331
C. Long Term Water Capital Reserve	$ 28,825,000	$ 28,232,117	$ (592,883)
D. O+M Account (1)	$ 14,764,016	$ 11,642,563	$ (3,121,454)
E. Current Construction Obligation	$ 934,575	$ 934,575	$ -
F. General Fund	$ -	$ 5,334,393	$ 5,334,393
DWC FUNDS AND ADJUSTED TARGETS	**$ 121,053,674**	**$ 148,377,845**	**$ 27,324,171**
G. Waterlink - DWC Improvements Per 5 Year Capital Plan	$ 31,000,000	$ -	$ (31,000,000)
H. Alternative Water Source Per 5 Year Capital Plan	$ 35,000,000	$ -	$ (35,000,000)
DWC FUNDS AND FULL TARGETS	**$ 187,053,674**	**$ 148,377,845**	**$ (38,675,829)**
I. Customer Construction Escrows (2)	$ 37,167,866	$ 37,167,866	$ -
TOTAL SUMMARY CASH + RESERVE ANALYSIS	**$ 224,221,541**	**$ 185,545,711**	**$ (38,675,829)**

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

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

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

DuPage Water Commission
30 YEARS OF SERVICE
Pure. Essential. Stewardship.

MEMORANDUM

To: Chairman and Commissioners

From: Bill Fates, Treasurer

Date: 8/12/2025

Subject: TREASURER'S REPORT – July 31, 2025

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

Summary of Cash & Investments (Page 4)

1. DWC cash and investments totaled $150.2 million on July 31st, a decrease of $0.3 million compared to the previous month. Accounts receivable increased by $1.8 million in July, in part due higher water sales and timing of collections. Waterlink escrow balances decreased by $1.1 million.

2. The month end balances in the BMO Harris checking and money market accounts were $4.3 million and $8.8 million, respectively.

3. During the month of July, U.S. Treasury investments and IIIT money market accounts increased by $2.2 million and $1.7 million, respectively. Corporate Notes, Commercial paper, and municipal bonds decreased by $1.5 million, $1.0 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 three months ended July 31, 2025, the Commission's cash and investments increased a total of $0.4 million. The Waterlink Escrow Account decreased by $1.7 million.
   - The Operating & Maintenance Account decreased by $0.8 million for an ending balance of $13.1 million.
   - The General Account increased by approximately $58,000 for an ending balance of $5.4 million.
   - The Operating Reserve Account increased by approximately $492,000 for a balance of $53.3 million.
   - The Long-Term Capital Reserve Account increased by approximately $225,000 for a balance of $28.3 million.
   - The Capital Reserve Fund increased by approximately $489,000 for a balance of $50.2 million.

ACCOUNT	Balance 4/30/2025	Balance 07/31/2025	Increase (Decrease)
Operations & Maintenance	$ 13,910,843	$ 13,082,749	$ (828,094)
General Account	5,295,626	5,354,007	58,381
Operating Reserve	52,796,982	53,288,744	491,762
Long-Term Capital Reserve	28,073,976	28,299,212	225,236
Capital Reserve	49,691,109	50,180,353	489,244
Total Cash & Investments	$ 149,768,536	$ 150,205,065	$ 436,529
Waterlink Escrow	35,673,160	33,941,838	(1,731,322)

Schedule of Investments (Pages 5-12)

1. The average yield to maturity on the Commission's investments was 3.91%, unchanged from the prior month average yield to maturity of 3.91%. The amortized cost of our investments was $145.9 million on July 31sth.

2. The portfolio ended the month of July 2025 with $558,000 of unrealized losses, compared to $64,000 of unrealized gains on April 30, 2025.

3. The maturity distribution, excluding money market accounts but including Waterlink investments, was as follows: 0-1 year 20%, >1<3 years 52%, >3<5 years 18%, and >5 years 10%.

Statement of Cash Flows (Page 13)

1. The statement of cash flow shows a breakdown of the $0.4 million increase in cash and investments for the fiscal year. Waterlink escrow funds decreased $1.7 million.

2. Operating activities decreased cash by approximately $0.8 million as of the end of July 2025.

3. The decrease in Loans Receivable increased cash by approximately $109,000.

4. Capital Assets purchased were $279,000.

5. Cash flow from investment activity generated approximately $1.4 million of income.

Reserve Analysis (Page 14)

1. The Operating Reserve account was $53.3 million, which is approximately 122 days, this amount meets the minimum balance per the current reserve policy. The Operating and Maintenance Account was $11.0 million which is a balance currently sufficient to cover an estimated 25 days of normal operation and maintenance costs.

2. The reserve analysis report shows the Commission has met recommended reserve balances for the Operating Reserve and Capital Account less Waterlink and Alternative Water Source projects on July 31st. The Long-Term Water Capital is $526,000 short of its target.

Respectfully submitted,

Bill Fates, CPA
Treasurer

DuPAGE WATER COMMISSION
TREASURER'S REPORT
SUMMARY OF CASH AND INVESTMENTS
7/31/2025

FUNDS CONSIST OF:	7/31/2025	6/30/2025	Increase/(Decrease)
PETTY CASH	$ 1,300.00	$ 1,300.00	$ -
OPERATING & MAINTENANCE	4,275,602.05	4,993,005.81	(717,403.76)
TOTAL CASH	$ 4,276,902.05	$ 4,994,305.81	$ (717,403.76)
BMO HARRIS MONEY MARKET FUNDS	$ 8,805,847.06	$ 8,780,398.94	$ 25,448.12
IIIT MONEY MARKET FUNDS	3,417,664.41	1,680,696.55	1,736,967.86
U. S. TREASURY INVESTMENTS	59,365,430.58	57,187,741.27	2,177,689.31
U. S. AGENCY INVESTMENTS	6,543,308.66	6,532,179.51	11,129.15
MUNICIPAL BONDS	1,545,328.63	2,170,363.34	(625,034.71)
COMMERCIAL PAPER	2,984,321.67	3,971,496.11	(987,174.44)
ASSET BACKED SEC/COLLATERALIZED MORTGAGE OBLIG	32,630,271.43	33,057,230.36	(426,958.93)
CERTIFICATES OF DEPOSIT	0.00	0.00	-
CORPORATE NOTES	30,635,990.10	32,135,575.08	(1,499,584.98)
TOTAL INVESTMENTS	$ 145,928,162.54	$ 145,515,681.16	$ 412,481.38
DWC TOTAL CASH AND INVESTMENTS	$ 150,205,064.59	$ 150,509,986.97	$ (304,922.38)
WATERLINK CASH	$ 8,636,882.76	$ 9,825,207.15	$ (1,188,324.39)
WATERLINK INVESTMENTS	25,304,955.23	25,210,517.31	94,437.92
WATERLINK ESCROW	$ 33,941,837.99	$ 35,035,724.46	$ (1,093,886.47)

	7/31/2025	6/30/2025	% CHANGE
IIIT MONEY MARKET FUNDS	2.3%	1.2%	103.3%
BMO HARRIS MONEY MARKET FUNDS	6.0%	6.0%	0.3%
U. S. TREASURY INVESTMENTS	40.7%	39.3%	3.8%
U. S. AGENCY INVESTMENTS	4.5%	4.5%	0.2%
MUNICIPAL BONDS	1.1%	1.5%	-28.8%
COMMERCIAL PAPER	2.0%	2.7%	-24.9%
ASSET BACKED SEC/COLLATERALIZED MORTGAGE OBLIG	22.4%	22.7%	-1.3%
CERTIFICATES OF DEPOSIT	0.0%	0.0%	N/A
CORPORATE NOTES	21.0%	22.1%	-4.7%
TOTAL INVESTMENTS	100.0%	100.0%	0.3%

Note 1 - Investments are carried at amortized cost.

DuPAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
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FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 07/31/25
Water Fund Oper. & Maint. Acct. (01-121103)										
BMO Harris - Money Market	3.413%	07/31/25	08/01/25	1	3.413%	$ 8,805,847.06	$ 8,805,847.06	0.00	$ 8,805,847.06	-
Water Fund General Account (01-121700)										
IIIT - Money Market	4.290%	07/31/25	08/01/25	1	4.290%	2,369,685.62	2,369,685.62	0.00	2,369,685.62	-
Cooperative Rabobank	0.000%	01/16/25	08/18/25	18	4.320%	1,000,000.00	974,320.00	23,640.00	997,960.00	-
Natixis NY	0.000%	01/16/25	09/12/25	43	4.340%	1,000,000.00	971,187.22	23,749.45	994,936.67	-
MUFG Bank LTD	0.000%	01/16/25	10/10/25	71	4.410%	1,000,000.00	967,292.50	24,132.50	991,425.00	-
	Weighted Avg Maturity			25	4.327%	$ 5,369,685.62	$ 5,282,485.34	$ 71,521.95	$ 5,354,007.29	$ -
Water Fund Operating Reserve (01-121800)										
IIIT - Money Market	4.290%	07/31/25	08/01/25	1	4.290%	382,542.23	382,542.23	0.00	382,542.23	-
US Treasury Notes	0.625%	11/02/21	07/31/26	365	1.120%	115,000.00	112,354.10	2,089.51	114,443.61	1.95
US Treasury Notes	0.750%	01/05/22	08/31/26	396	1.350%	750,000.00	729,902.34	15,425.16	745,327.50	2,353.94
US Treasury Notes	0.875%	12/02/21	09/30/26	426	1.210%	600,000.00	590,648.44	7,092.09	597,740.53	1,764.34
US Treasury Notes	4.125%	03/13/25	10/31/26	457	4.050%	400,000.00	400,484.38	(111.36)	400,373.02	4,169.84
US Treasury Notes	1.250%	02/14/22	11/30/26	487	1.920%	925,000.00	896,563.48	20,539.29	917,102.77	1,958.67
US Treasury Notes	1.250%	02/14/22	12/30/26	517	1.930%	800,000.00	774,937.50	17,787.20	792,724.70	869.57
US Treasury Notes	2.250%	10/10/24	02/15/27	564	3.950%	75,000.00	72,161.13	948.78	73,109.91	778.49
US Treasury Notes	4.125%	05/06/25	02/28/27	577	3.880%	535,000.00	537,236.13	(281.61)	536,954.52	9,235.29
US Treasury Notes	4.500%	03/13/25	05/15/27	653	3.960%	530,000.00	535,879.69	(1,008.18)	534,871.51	5,055.16
US Treasury Notes	2.375%	07/06/22	05/15/27	653	2.910%	650,000.00	634,333.99	9,908.26	644,242.25	3,272.08
US Treasury Notes	3.875%	07/22/25	05/31/27	669	3.870%	590,000.00	590,023.05	0.70	590,023.75	3,872.88
US Treasury Notes	2.625%	06/03/22	05/31/27	669	2.920%	750,000.00	739,716.80	6,515.14	746,231.94	3,335.04
US Treasury Notes	2.625%	10/11/24	05/31/27	669	3.910%	775,000.00	750,236.33	7,308.06	757,544.39	3,446.21
US Treasury Notes	3.250%	08/05/22	06/30/27	699	2.780%	850,000.00	868,062.50	(11,019.13)	857,043.37	2,402.17
US Treasury Notes	3.375%	10/03/24	09/15/27	776	3.520%	600,000.00	597,492.19	678.71	598,170.90	7,648.78
US Treasury Notes	3.500%	02/02/23	01/31/28	914	3.640%	650,000.00	645,962.89	2,016.34	647,979.23	61.82
US Treasury Notes	2.750%	09/03/24	02/15/28	929	3.750%	2,625,000.00	2,540,712.89	21,202.86	2,561,915.75	33,301.97
US Treasury Notes	1.125%	08/02/24	02/29/28	943	3.990%	200,000.00	181,078.12	5,008.39	186,086.51	941.58
US Treasury Notes	3.500%	05/02/23	04/30/28	1,004	3.600%	1,500,000.00	1,493,320.31	3,008.61	1,496,328.92	13,267.66
US Treasury Notes	3.750%	05/21/25	05/15/28	1,019	3.940%	210,000.00	208,900.78	68.97	208,969.75	1,669.16
US Treasury Notes	3.625%	06/05/23	05/31/28	1,035	3.700%	750,000.00	747,539.06	1,064.34	748,603.40	4,605.53
US Treasury Notes	4.375%	11/05/24	08/31/28	1,127	4.190%	1,100,000.00	1,107,003.91	(1,264.47)	1,105,739.44	20,139.27
US Treasury Notes	1.500%	01/04/24	11/30/28	1,218	3.970%	975,000.00	868,473.64	34,181.17	902,654.81	2,477.46
US Treasury Notes	1.375%	02/05/24	12/31/28	1,249	4.020%	1,100,000.00	971,652.34	38,912.77	1,010,565.11	1,315.22
US Treasury Notes	3.875%	06/05/25	12/31/28	1,249	3.960%	825,000.00	822,131.84	97.74	822,229.58	10,743.60
US Treasury Notes	4.000%	12/05/24	10/31/29	1,553	4.150%	1,200,000.00	1,192,078.13	970.98	1,193,049.11	12,130.43
US Treasury Notes	3.875%	02/07/25	11/30/29	1,583	4.340%	1,000,000.00	980,156.25	1,804.25	981,960.50	6,564.21
US Treasury Notes	3.875%	01/07/25	12/31/29	1,614	4.360%	775,000.00	758,289.06	1,731.58	760,020.64	2,611.41
US Treasury Notes	3.500%	03/04/25	01/31/30	1,645	4.070%	850,000.00	828,517.58	1,650.95	830,168.53	80.84
US Treasury Notes	1.500%	04/03/25	02/15/30	1,660	3.900%	410,000.00	366,773.83	2,688.51	369,462.34	2,837.15
US Treasury Notes	3.750%	07/03/25	05/31/30	1,765	3.790%	715,000.00	713,687.30	20.63	713,707.93	4,542.01
New York St Dorm Auth Municipal Bonds	2.888%	03/25/22	03/15/27	592	2.890%	185,000.00	185,000.00	0.00	185,000.00	2,018.39
NYC Transitional	4.619%	05/29/25	05/01/29	1,370	4.620%	145,000.00	145,000.00	0.00	145,000.00	1,153.47
FN AL2092	3.000%	03/06/18	07/01/27	700	2.980%	30,557.26	30,595.45	(30.10)	30,565.35	76.39
FN AP4718	2.500%	07/20/18	08/01/27	731	2.750%	35,234.33	34,535.15	540.10	35,075.25	73.40
Fannie Mae Pool	3.500%	04/05/18	02/01/28	915	3.230%	54,548.75	55,793.14	(921.41)	54,871.73	159.10
Fannie Mae Pool	3.500%	04/05/18	03/01/28	944	3.230%	10,092.00	10,322.23	(169.05)	10,153.18	29.44
FR ZT1267	2.500%	08/21/19	05/01/28	1,005	2.320%	40,297.91	40,858.30	(380.11)	40,478.19	83.95
FN CA1940	4.000%	07/11/18	06/01/28	1,036	3.640%	45,951.99	47,316.19	(966.70)	46,349.49	153.17
FNMA Pool #AU1266	3.000%	10/31/17	07/01/28	1,066	2.720%	63,905.82	65,533.42	(1,175.21)	64,358.21	159.76
FG J32374	2.500%	02/17/22	11/01/28	1,189	2.220%	108,430.12	110,327.65	(972.21)	109,355.44	225.90
Fannie Mae Pool	4.000%	03/18/19	03/01/29	1,309	3.630%	31,771.00	32,748.94	(621.69)	32,127.25	105.90
FNMA Pool #AS4197	3.500%	07/16/15	01/01/30	1,615	3.000%	32,166.10	34,055.86	(1,306.46)	32,749.40	93.82
FHLMC Pool #U49048	3.000%	03/17/16	08/01/30	1,827	2.630%	68,340.00	71,340.55	(1,951.40)	69,389.15	170.85
FNMA Pool #AL7738	3.500%	02/17/16	11/01/30	1,919	2.960%	68,282.49	72,710.18	(2,834.12)	69,876.06	199.16
FR ZS7331	3.000%	02/13/20	12/01/30	1,949	2.600%	125,748.25	130,503.11	(2,388.99)	128,114.12	314.37
FN FM1082	3.000%	08/19/19	09/01/31	2,223	2.720%	77,530.78	79,771.90	(1,101.52)	78,670.38	193.83
FG G16720	3.500%	01/25/19	11/01/31	2,284	3.340%	67,775.22	68,865.97	(554.61)	68,311.36	197.68
FG G16635	3.000%	04/18/19	02/01/32	2,376	2.930%	122,361.02	123,331.32	(475.05)	122,856.27	305.90
FN FS2986	4.000%	10/21/22	10/01/32	2,619	4.370%	228,891.14	222,095.93	1,885.47	223,981.40	762.97

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FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 07/31/25
Fannie Mae Pool	3.500%	02/13/18	01/01/33	2,711	3.300%	76,045.72	77,804.28	(877.98)	76,926.30	221.80
Freddie Mac Pool	4.000%	06/07/18	02/01/33	2,742	3.730%	27,323.23	28,147.20	(400.52)	27,746.68	91.08
FN CA1455	4.000%	12/20/18	03/01/33	2,770	3.760%	100,769.82	103,391.41	(1,215.31)	102,176.10	335.90
FN BM5830	3.500%	06/05/19	04/01/34	3,166	3.180%	126,747.41	131,500.44	(1,958.28)	129,542.16	369.68
FN FM0047	3.000%	06/17/21	12/01/34	3,410	2.450%	152,166.61	161,795.91	(2,935.47)	158,860.44	380.42
FN FM2694	3.000%	06/05/19	03/01/35	3,500	2.570%	160,489.30	169,115.60	(3,076.71)	166,038.89	401.22
FR SB0759	4.500%	10/18/22	03/01/35	3,500	4.630%	176,998.05	174,785.58	495.66	175,281.24	663.74
FR SB0364	3.500%	06/21/21	06/01/35	3,592	2.830%	141,960.06	152,961.96	(3,221.99)	149,739.97	414.05
FR SB0666	4.000%	05/13/22	06/01/35	3,592	3.750%	269,037.10	276,099.33	(1,727.39)	274,371.94	896.79
FN FM3701	2.500%	07/27/20	07/01/35	3,622	2.040%	144,586.55	153,058.41	(2,829.19)	150,229.22	301.22
FR SB0361	3.000%	03/20/23	07/01/35	3,622	3.530%	250,853.12	237,722.52	2,513.87	240,236.39	627.13
FN FM5714	4.000%	03/19/21	11/01/35	3,745	3.230%	105,163.29	114,562.26	(2,787.64)	111,774.62	350.54
FHMS K061 A2	3.347%	05/24/23	11/01/26	458	4.310%	494,803.68	479,573.00	9,505.58	489,078.58	1,380.09
FHMS K063 A2	3.430%	05/24/23	01/01/27	519	4.340%	735,000.00	712,749.02	13,256.26	726,005.28	2,100.88
FHLMC Multifamily Structured Pool	3.243%	06/13/23	04/01/27	609	4.440%	765,000.00	733,055.27	17,624.68	750,679.95	2,067.41
FNA 2018-M2 A2	3.003%	04/08/25	01/01/28	884	4.070%	521,494.78	506,705.52	1,567.86	508,273.38	1,262.31
FHMS KJ40 A1	3.400%	07/14/22	06/01/28	1,036	3.400%	308,475.90	308,472.18	1.91	308,474.09	874.02
FNA 2023-M6 A2	4.190%	07/31/23	07/01/28	1,066	4.580%	692,400.73	680,662.37	4,711.04	685,373.41	2,412.74
FHMS K512 A2	5.000%	12/21/23	11/01/28	1,189	4.780%	365,000.00	368,408.37	(1,023.08)	367,385.29	1,520.83
FHMS KJ45 A1	4.455%	05/25/23	11/01/28	1,189	4.460%	627,892.51	627,891.25	0.50	627,891.75	2,331.05
FHMS KJ43 A1	4.377%	12/15/22	12/01/28	1,219	4.380%	514,415.11	514,406.36	3.81	514,410.17	1,876.33
FHMS KJ44 A1	4.558%	02/23/23	01/25/29	1,274	4.560%	315,162.48	315,152.74	4.01	315,156.75	1,197.09
FHMS K749 A2	2.120%	04/15/25	03/01/29	1,309	4.200%	375,000.00	346,567.38	1,955.34	348,522.72	662.50
FHMS K522 A2	4.803%	06/13/24	05/01/29	1,370	4.800%	487,271.62	487,270.16	1.46	487,271.62	1,950.30
FHMS KJ42 A1	3.902%	09/15/22	07/01/29	1,431	3.900%	284,803.27	284,792.44	4.54	284,796.98	926.09
FHMS K526 A2	4.543%	08/15/24	07/01/29	1,431	4.330%	450,000.00	454,209.30	(746.12)	453,463.18	1,703.63
FHMS K097 A2	2.508%	07/17/24	07/01/29	1,431	4.520%	515,000.00	468,368.36	8,767.66	477,136.02	1,076.35
FHMS K529 A2	4.791%	10/16/24	09/01/29	1,493	4.340%	300,000.00	305,996.10	(872.78)	305,123.32	1,197.75
FHMS KJ49 A1	5.007%	02/19/24	09/01/30	1,858	5.010%	525,384.07	525,368.84	3.29	525,372.13	2,192.17
FHR 4096 PA	1.375%	02/26/20	08/01/27	731	1.490%	65,824.31	65,289.49	388.83	65,678.32	75.42
FNR 2012-107 GA	1.500%	12/06/19	09/01/27	762	1.690%	14,284.73	14,087.20	143.10	14,230.30	17.86
FHS 287 150	1.500%	12/27/17	10/01/27	792	1.840%	32,017.64	31,057.11	744.36	31,801.47	40.02
FNR 2012-145 EA	1.250%	02/12/20	01/01/28	884	1.440%	35,384.64	34,882.89	345.07	35,227.96	36.86
FNR 2013-39 MP	1.750%	12/12/19	05/01/28	1,005	1.860%	89,292.64	88,539.23	502.35	89,041.58	130.22
FNR 2013-19 GE	2.500%	10/30/19	03/01/33	2,770	2.400%	104,310.33	105,451.22	(489.70)	104,961.52	217.31
FHR 5050 XL	1.000%	05/08/19	07/01/36	3,988	1.180%	176,894.12	177,764.77	(363.19)	177,401.58	442.24
FHR 5050 XL	1.000%	02/11/22	07/01/36	3,988	1.820%	133,846.36	130,667.50	765.03	131,432.53	111.54
FHR 4877 CA	3.000%	07/19/24	04/01/34	3,166	2.960%	285,043.18	259,879.21	1,808.61	261,687.82	237.54
FHR 5050 XA	1.000%	07/24/24	07/01/39	5,083	1.690%	338,657.60	307,860.92	1,710.80	309,571.72	282.21
FHR 5042 DA	1.000%	07/24/24	05/01/41	5,753	1.550%	350,288.86	321,937.35	1,397.48	323,334.83	291.91
FNR 2013-75 PC	2.500%	04/20/20	04/01/43	6,453	2.200%	145,179.35	153,028.10	(1,800.90)	151,227.20	302.46
FNR 2015-33 P	2.500%	02/20/20	06/01/45	7,245	2.400%	67,139.86	68,419.71	(275.05)	68,144.66	139.87
FNR 2016-19 AH	3.000%	07/13/20	04/01/46	7,549	2.580%	66,696.58	72,019.28	(1,042.52)	70,976.76	166.74
FHR 5000 LB	1.250%	08/07/20	07/01/46	7,640	1.160%	170,226.43	173,577.76	(641.71)	172,936.05	177.32
FNR 2016-79 HA	2.000%	06/05/20	11/01/46	7,763	1.830%	107,999.73	111,948.48	(767.37)	111,181.11	180.00
FNR 2019-13A	3.500%	01/23/24	04/01/49	8,645	3.840%	634,769.58	600,377.97	1,266.77	601,644.74	1,851.41
Federal Home Loan Bank Notes	1.100%	07/20/22	08/20/26	385	3.410%	330,000.00	301,121.70	21,432.81	322,554.51	1,623.42
Federal Home Loan Bank Notes	1.100%	08/03/22	08/20/26	385	3.000%	770,000.00	714,521.50	41,047.24	755,568.74	3,787.97
Federal Home Loan Bank Notes	0.830%	08/19/22	02/10/27	559	3.370%	740,000.00	662,492.40	51,094.40	713,586.80	2,917.45
Federal Home Loan Bank Notes	1.020%	08/16/22	02/24/27	573	3.240%	780,000.00	707,608.20	47,357.04	754,965.24	3,469.70
American Honda Finance	4.900%	03/14/24	03/12/27	589	4.890%	100,000.00	100,041.00	(18.16)	100,022.84	1,891.94
American Honda Finance	4.900%	03/13/24	03/12/27	589	4.920%	115,000.00	114,936.75	28.18	114,964.93	2,175.74
Hormel Foods	4.800%	08/09/24	03/30/27	607	4.400%	250,000.00	251,990.00	(733.79)	251,256.21	4,033.33
BP Cap Markets America	3.588%	05/17/24	04/14/27	622	4.950%	250,000.00	240,860.00	3,634.84	244,494.84	2,666.08
JP Morgan Chase	1.158%	05/20/24	04/22/27	630	4.150%	400,000.00	371,984.00	11,081.59	383,065.59	1,735.80
Goldman Sachs Group Inc	5.414%	05/21/24	05/21/27	659	5.410%	100,000.00	100,000.00	0.00	100,000.00	1,052.72
John Deere Capital	4.900%	06/11/24	06/11/27	680	4.940%	195,000.00	194,758.20	88.03	194,846.23	1,327.08

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INVESTMENTS
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FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 07/31/25
National Australia Bank/NY Corp	5.087%	06/11/24	06/11/27	680	5.090%	330,000.00	330,000.00	0.00	330,000.00	2,331.54
National Australia Bank/NY Corp	5.087%	06/11/24	06/11/27	680	5.040%	395,000.00	395,477.95	(173.05)	395,304.90	2,790.78
American Honda Finance	4.900%	07/10/24	07/09/27	708	4.950%	345,000.00	344,554.95	150.10	344,705.05	1,033.08
Blackrock Funding Inc	4.600%	07/26/24	07/26/27	725	4.600%	250,000.00	249,992.50	2.81	249,995.31	159.72
Blackrock Funding Inc	4.600%	07/26/24	07/26/27	725	4.590%	250,000.00	250,090.00	(29.60)	250,060.40	159.72
BMW US Capital	4.600%	08/13/24	08/13/27	743	4.600%	185,000.00	184,985.20	4.86	184,990.06	3,971.33
Accenture Capital	3.900%	10/04/24	10/04/27	795	3.950%	70,000.00	69,909.70	23.84	69,933.54	887.25
Toyota Motor Credit Corp	4.500%	10/10/24	10/08/27	799	4.340%	200,000.00	200,078.00	(19.81)	200,058.19	2,730.83
Morgan Stanley Bank	4.447%	10/18/24	10/15/27	806	4.450%	345,000.00	345,000.00	0.00	345,000.00	4,517.41
Morgan Stanley Bank	4.447%	10/18/24	10/15/27	806	4.450%	425,000.00	424,953.25	12.31	424,965.56	5,564.93
Mercedes-Benz Fin	4.900%	11/15/24	11/15/27	837	4.940%	375,000.00	374,587.50	92.59	374,680.09	3,879.17
UBS AG Stamford Ct	4.864%	01/10/25	01/10/28	893	4.860%	250,000.00	250,000.00	0.00	250,000.00	709.33
National Rural Util Corp	4.750%	02/07/25	02/07/28	921	4.770%	100,000.00	99,956.00	6.71	99,962.71	2,295.83
National Rural Util Corp	4.750%	02/07/25	02/07/28	921	4.650%	130,000.00	130,344.50	(53.91)	130,290.59	2,984.58
Eli Lilly & Co	4.550%	06/27/25	02/12/28	926	4.050%	180,000.00	182,203.20	(77.39)	182,125.81	3,844.75
Eli Lilly & Co	4.550%	02/12/25	02/12/28	926	4.570%	225,000.00	224,856.00	21.67	224,877.67	4,805.94
Hershey Co	4.550%	02/24/25	02/24/28	938	4.570%	105,000.00	104,927.55	10.14	104,937.69	2,083.52
Cisco Systems Inc	4.550%	02/24/25	02/24/28	938	4.560%	170,000.00	169,943.90	8.09	169,951.99	3,373.32
Chevron USA	4.475%	02/26/25	02/26/28	940	4.480%	205,000.00	205,000.00	0.00	205,000.00	3,949.81
State Street Corp	4.530%	02/28/25	02/28/28	942	4.540%	400,000.00	400,000.00	0.00	400,000.00	7,695.91
Mars Inc	4.600%	03/12/25	03/01/28	944	4.600%	95,000.00	94,999.05	0.26	94,999.31	1,687.31
Mars Inc	4.600%	03/12/25	03/01/28	944	4.530%	150,000.00	150,295.50	(37.28)	150,258.22	2,664.17
Johnson & Johnson	4.550%	03/04/25	03/01/28	944	4.270%	260,000.00	261,983.80	(263.84)	261,719.96	5,290.64
Paccar Financial	4.550%	03/03/25	03/03/28	946	4.570%	385,000.00	384,765.15	31.24	384,796.39	7,201.64
Commonwealth Bk	4.423%	03/14/25	03/14/28	957	4.420%	300,000.00	300,000.00	0.00	300,000.00	5,049.59
Kenvue Inc	5.050%	06/30/25	03/22/28	965	4.120%	280,000.00	286,610.80	(203.58)	286,407.22	5,066.83
Citigroup Inc	4.643%	05/07/25	05/07/28	1,011	4.640%	390,000.00	390,000.00	0.00	390,000.00	4,225.13
Cummins Inc	4.250%	05/09/25	05/09/28	1,013	4.280%	25,000.00	24,982.50	1.27	24,983.77	242.01
Astrazeneca Finance LLC	1.750%	05/07/25	05/28/28	1,032	4.260%	200,000.00	185,772.00	1,025.26	186,797.26	612.50
National Secs Clearing	5.000%	04/23/25	05/30/28	1,034	4.310%	250,000.00	254,195.00	(356.30)	253,838.70	2,118.06
HSBC USA	4.650%	06/03/25	06/03/28	1,038	4.650%	400,000.00	400,032.00	(1.49)	400,030.51	2,996.67
Target Corp	4.350%	06/10/25	06/15/28	1,050	4.350%	70,000.00	69,999.30	0.14	69,999.44	431.38
Bristol-Myers Squibb	4.900%	04/16/25	02/22/29	1,302	4.510%	200,000.00	202,738.00	(195.19)	202,542.81	4,328.33
Astrazeneca Finance LLC	4.850%	04/16/25	02/26/29	1,306	4.510%	200,000.00	202,340.00	(166.29)	202,173.71	4,176.39
American Express Co	4.731%	04/25/25	04/25/29	1,364	4.730%	220,000.00	220,000.00	0.00	220,000.00	2,775.52
Bank of America Corp	4.623%	05/09/25	05/09/29	1,378	4.620%	390,000.00	390,000.00	0.00	390,000.00	4,106.77
United Parcel Service	2.500%	06/27/25	09/01/29	1,493	4.280%	180,000.00	167,842.80	251.06	168,093.86	1,875.00
BMW US Capital	5.050%	03/21/25	03/21/30	1,694	5.060%	190,000.00	189,950.60	3.57	189,954.17	3,464.86
State Street Corp	4.834%	04/24/25	04/24/30	1,728	4.830%	95,000.00	95,000.00	0.00	95,000.00	1,237.37
State Street Corp	4.834%	04/24/25	04/24/30	1,728	4.700%	260,000.00	261,588.60	(78.25)	261,510.35	3,386.49
Walmart	4.350%	04/28/25	04/28/30	1,732	4.390%	145,000.00	144,749.15	11.80	144,760.95	1,629.44
Blackrock Inc	2.400%	06/27/25	04/30/30	1,734	4.300%	290,000.00	266,196.80	421.00	266,617.80	1,759.33
Toyota Motor Credit Corp	4.800%	05/15/25	05/15/30	1,749	4.830%	195,000.00	194,777.70	8.69	194,786.39	1,976.00
National Secs Clearing	4.700%	05/20/25	05/20/30	1,754	4.710%	415,000.00	414,742.70	10.24	414,752.94	3,846.82
Citibank NA	4.914%	05/29/25	05/29/30	1,763	4.910%	250,000.00	250,000.00	0.00	250,000.00	2,115.75
John Deere Capital	4.550%	06/05/25	06/05/30	1,770	4.560%	180,000.00	179,904.60	3.25	179,907.85	1,274.00
Analog Devices Inc	4.500%	06/16/25	06/15/30	1,780	4.520%	400,000.00	399,648.00	9.17	399,657.17	2,250.00
	Weighted Avg Maturity			1,338	3.825%	$ 53,961,526.76	$ 52,897,227.25	$ 391,516.42	$ 53,288,743.67	$ 374,655.20
Water Fund L-T Water Capital Reserve (01-121900)										
IIIT - Money Market (PFM Asset Management)	4.290%	07/31/25	08/01/25	1	4.290%	379,139.08	379,139.08	0.00	379,139.08	-
US Treasury Notes	4.125%	05/06/25	02/28/27	577	3.880%	100,000.00	100,417.97	(52.64)	100,365.33	1,726.22
US Treasury Notes	4.500%	03/13/25	05/15/27	653	3.960%	275,000.00	278,050.78	(523.11)	277,527.67	2,622.96
US Treasury Notes	0.625%	01/05/21	12/31/27	883	0.660%	200,000.00	199,476.56	342.32	199,818.88	108.70
US Treasury Notes	2.875%	04/05/21	05/15/28	1,019	1.420%	150,000.00	164,695.31	(8,930.44)	155,764.87	914.06
US Treasury Notes	1.250%	06/04/21	05/31/28	1,035	1.230%	275,000.00	275,365.23	(217.13)	275,148.10	582.31
US Treasury Notes	1.250%	10/03/24	05/31/28	1,035	3.550%	300,000.00	276,562.50	5,045.25	281,607.75	635.25
US Treasury Notes	1.000%	08/02/21	07/31/28	1,096	0.990%	400,000.00	400,203.13	(116.01)	400,087.12	10.87
US Treasury Notes	1.125%	09/02/21	08/31/28	1,127	1.070%	400,000.00	401,359.38	(760.06)	400,599.32	1,883.15
US Treasury Notes	3.125%	05/01/19	11/15/28	1,203	2.470%	150,000.00	158,320.31	(5,450.58)	152,869.73	993.55
US Treasury Notes	2.625%	06/03/19	02/15/29	1,295	2.120%	100,000.00	104,406.25	(2,796.97)	101,609.28	1,210.98
US Treasury Notes	2.625%	04/01/19	02/15/29	1,295	2.490%	150,000.00	151,769.53	(1,134.54)	150,634.99	1,816.47
US Treasury Notes	2.750%	06/03/22	05/31/29	1,400	2.950%	250,000.00	246,933.59	1,386.73	248,320.32	1,164.62
US Treasury Notes	3.250%	07/06/22	06/30/29	1,430	2.870%	500,000.00	511,992.19	(5,274.50)	506,717.69	1,413.04
US Treasury Notes	4.000%	08/23/24	10/31/29	1,553	3.750%	550,000.00	556,359.38	(1,062.02)	555,297.36	5,559.78
US Treasury Notes	4.000%	03/05/24	10/31/29	1,553	4.290%	600,000.00	591,398.44	2,139.98	593,538.42	6,065.22
US Treasury Notes	1.750%	02/03/20	11/15/29	1,568	1.560%	250,000.00	254,355.47	(2,444.23)	251,911.24	927.31
US Treasury Notes	3.500%	02/02/23	01/31/30	1,645	3.590%	285,000.00	283,408.01	567.63	283,975.64	27.11
US Treasury Notes	1.500%	03/04/22	02/15/30	1,660	1.820%	345,000.00	336,833.20	3,502.87	340,336.07	2,387.36
US Treasury Notes	3.625%	08/02/24	03/31/30	1,704	3.940%	600,000.00	590,460.94	1,532.12	591,993.06	7,309.43
US Treasury Notes	0.625%	06/29/20	05/15/30	1,749	0.650%	250,000.00	249,414.06	301.91	249,715.97	331.18
US Treasury Notes	0.625%	11/03/21	08/15/30	1,841	1.500%	250,000.00	232,148.44	7,606.12	239,754.56	720.82
US Treasury Notes	4.125%	02/06/24	08/31/30	1,857	3.870%	150,000.00	152,238.28	(505.90)	151,732.38	2,589.33
US Treasury Notes	4.125%	10/29/24	08/31/30	1,857	4.130%	150,000.00	149,929.69	8.33	149,938.02	2,589.33

DuPAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
July 31, 2025

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 07/31/25
US Treasury Notes	4.125%	11/05/24	08/31/30	1,857	4.220%	625,000.00	621,777.34	366.16	622,143.50	10,788.89
US Treasury Notes	4.625%	09/03/24	09/30/30	1,887	3.750%	675,000.00	706,851.56	(4,325.86)	702,525.70	10,491.55
US Treasury Notes	0.875%	12/11/20	11/15/30	1,933	0.880%	200,000.00	199,867.19	61.99	199,929.18	370.92
US Treasury Notes	3.750%	01/04/24	12/31/30	1,979	3.960%	600,000.00	592,242.19	1,569.71	593,811.90	1,956.52
US Treasury Notes	4.125%	06/11/25	07/31/31	2,191	4.240%	125,000.00	124,199.22	16.49	124,215.71	14.01
US Treasury Notes	1.250%	11/03/21	08/15/31	2,206	1.540%	250,000.00	243,369.14	2,536.48	245,905.62	1,441.64
US Treasury Notes	3.750%	12/30/24	08/31/31	2,222	4.510%	190,000.00	181,746.88	629.28	182,376.16	2,981.66
US Treasury Notes	4.125%	07/03/25	10/31/31	2,283	3.920%	375,000.00	379,189.45	(45.62)	379,143.83	3,909.22
US Treasury Notes	1.375%	02/22/22	11/15/31	2,298	1.940%	450,000.00	427,517.58	7,947.63	435,465.21	1,311.48
US Treasury Notes	4.375%	07/17/25	01/31/32	2,375	4.190%	210,000.00	212,214.84	(11.86)	212,202.98	24.97
US Treasury Notes	2.875%	06/03/22	05/15/32	2,480	2.910%	100,000.00	99,714.84	90.64	99,805.48	609.38
US Treasury Notes	2.750%	01/04/24	08/15/32	2,572	3.990%	875,000.00	796,796.88	14,293.32	811,090.20	11,100.66
US Treasury Notes	4.125%	12/29/22	11/15/32	2,664	3.850%	200,000.00	204,539.06	(1,189.79)	203,349.27	1,748.64
US Treasury Notes	4.500%	03/04/25	11/15/33	3,029	4.220%	240,000.00	244,762.50	(186.60)	244,575.90	2,289.13
US Treasury Notes	4.250%	04/03/25	11/15/34	3,394	4.150%	200,000.00	201,515.63	(41.00)	201,474.63	1,801.63
US Treasury Notes	4.250%	02/06/25	11/15/34	3,394	4.550%	270,000.00	263,714.06	250.27	263,964.33	2,432.20
New York St Dorm Auth Municipal Bonds	2.888%	03/25/22	03/15/27	592	2.890%	55,000.00	55,000.00	0.00	55,000.00	600.06
NYC Transitional	4.930%	05/29/25	05/01/31	2,100	4.930%	150,000.00	150,000.00	0.00	150,000.00	1,273.58
New York H	5.171%	04/29/25	02/01/32	2,376	5.170%	300,000.00	300,000.00	0.00	300,000.00	3,964.43
Oregon St B	4.891%	04/29/25	05/01/32	2,466	4.890%	75,000.00	75,000.00	0.00	75,000.00	937.44
NYC Transitional	5.030%	05/29/25	05/01/32	2,466	5.030%	150,000.00	150,000.00	0.00	150,000.00	1,299.42
FR ZT1267	2.500%	08/21/19	05/01/28	1,005	2.320%	10,496.21	10,642.17	(99.01)	10,543.16	21.87
FNMA Pool #AU1266	3.000%	10/31/17	07/01/28	1,066	2.720%	14,747.48	15,123.08	(271.20)	14,851.88	36.87
FG J32374	2.500%	02/17/22	11/01/28	1,189	2.220%	33,246.84	33,828.66	(298.10)	33,530.56	69.26
Fannie Mae Pool	4.000%	03/18/19	03/01/29	1,309	3.630%	6,739.30	6,946.75	(131.88)	6,814.87	22.46
FNMA Pool #AS4197	3.500%	07/16/15	01/01/30	1,615	3.000%	7,946.95	8,413.83	(322.77)	8,091.06	23.18
FHLMC Pool #U49048	3.000%	03/17/16	08/01/30	1,827	2.630%	10,251.03	10,701.12	(292.72)	10,408.40	25.63
FNMA Pool #AL7738	3.500%	02/17/16	11/01/30	1,919	2.960%	11,269.99	12,000.77	(467.77)	11,533.00	32.87
FR ZS7331	3.000%	02/13/20	12/01/30	1,949	2.600%	32,105.95	33,319.95	(609.95)	32,710.00	80.26
FN FM1082	3.000%	08/19/19	09/01/31	2,223	2.720%	19,762.79	20,334.06	(280.78)	20,053.28	49.41
FG G16635	3.000%	04/18/19	02/01/32	2,376	2.930%	26,220.23	26,428.14	(101.79)	26,326.35	65.55
FN FS2986	4.000%	10/21/22	10/01/32	2,619	4.370%	75,458.61	73,218.43	621.58	73,840.01	251.53
FN BM5462	3.000%	06/21/19	11/01/32	2,650	2.800%	30,661.24	31,355.91	(315.83)	31,040.08	76.65
Freddie Mac Pool	4.000%	06/07/18	02/01/33	2,742	3.730%	8,407.05	8,660.55	(123.22)	8,537.33	28.02
FN CA1455	4.000%	12/20/18	03/01/33	2,770	3.760%	22,586.30	23,173.90	(272.40)	22,901.50	75.29
FN BM5830	3.500%	06/05/19	04/01/34	3,166	3.180%	31,686.86	32,875.12	(489.57)	32,385.55	92.42
FN FM0047	3.000%	06/17/21	12/01/34	3,410	2.450%	46,581.58	49,529.32	(898.62)	48,630.70	116.45
FR SB0759	4.500%	10/18/22	03/01/35	3,500	4.630%	63,213.59	62,423.42	177.02	62,600.44	237.05
FR SB0364	3.500%	06/21/21	06/01/35	3,592	2.830%	42,441.70	45,730.93	(963.28)	44,767.65	123.79
FR SB0666	4.000%	05/17/22	06/01/35	3,592	3.750%	83,756.83	85,955.45	(537.78)	85,417.67	279.19
FN FM3701	2.500%	07/27/20	07/01/35	3,622	2.040%	39,244.94	41,544.45	(767.93)	40,776.52	81.76
FR SB0361	3.000%	03/20/23	07/01/35	3,622	3.530%	81,565.74	77,296.28	817.40	78,113.68	203.91
FN FM5714	4.000%	03/19/21	11/01/35	3,745	3.230%	28,811.82	31,386.87	(763.73)	30,623.14	96.04
FR SB1478	5.000%	04/10/25	02/01/40	5,298	4.960%	265,778.58	266,982.89	(16.66)	266,966.23	1,107.41
FN FM8086	3.500%	10/15/21	07/01/51	9,466	3.090%	132,288.14	142,726.50	(1,321.61)	141,404.89	385.84
FHMS K737 A1	2.116%	01/22/20	06/01/26	305	2.030%	10,783.20	10,837.05	(46.28)	10,790.77	19.01
FHMS K058 A2	2.653%	04/12/23	08/01/26	366	4.020%	240,000.00	229,893.75	6,906.91	236,800.66	530.60
FHMS K061 A2	3.347%	05/24/23	11/01/26	458	4.310%	163,333.24	158,305.64	3,137.77	161,443.41	455.56
FHMS K063 A2	3.430%	05/24/23	01/01/27	519	4.340%	245,000.00	237,583.01	4,418.75	242,001.76	700.29
FHLMC Multifamily Structured Pool	3.243%	06/13/23	04/01/27	609	4.440%	265,000.00	253,934.18	6,105.28	260,039.46	716.16
FHMS K070 A2	3.303%	07/05/24	11/01/27	823	4.930%	275,000.00	261,325.20	4,062.95	265,388.15	756.94
FHMS KJ40 A1	3.400%	07/14/22	06/01/28	1,036	3.400%	102,825.26	102,824.00	0.65	102,824.65	291.34
FNA 2023-M6 A2	4.190%	07/31/23	07/01/28	1,066	4.580%	243,534.05	239,405.38	1,656.99	241,062.37	848.62
FHMS K508 A2	4.740%	10/19/23	08/01/28	1,097	5.260%	250,000.00	244,516.00	1,849.75	246,365.75	987.50
FHMS K506 A2	4.650%	09/14/23	08/01/28	1,097	4.990%	255,000.00	251,227.79	1,320.92	252,548.71	988.13
FHMS K509 A2	4.850%	10/31/23	09/01/28	1,128	5.600%	190,000.00	183,942.23	1,907.07	185,849.30	767.92
FHMS K507 A2	4.800%	09/28/23	09/01/28	1,128	5.070%	250,000.00	247,011.75	982.46	247,994.21	1,000.00
FHMS K510 A2	5.069%	11/21/23	10/01/28	1,158	5.140%	90,000.00	89,739.81	81.93	89,821.74	380.18
FHMS K511 A2	4.860%	12/07/23	10/25/28	1,182	4.930%	140,000.00	139,597.78	124.83	139,722.61	567.00
FHMS K512 A2	5.000%	12/21/23	11/01/28	1,189	4.780%	114,101.07	106,518.27	3,433.46	109,951.73	285.25
FHMS K750 A1	3.000%	11/03/22	11/01/28	1,189	4.260%	130,000.00	131,213.94	(364.39)	130,849.55	541.67
FHMS KJ45 A1	4.455%	05/25/23	11/01/28	1,189	4.460%	207,823.60	207,823.19	0.16	207,823.35	771.55
FHMS KJ43 A1	4.377%	12/15/22	12/01/28	1,219	4.380%	168,968.48	168,965.60	1.25	168,966.85	616.31
FHMS K514 A2	4.572%	06/06/24	12/01/28	1,219	4.960%	265,000.00	260,859.38	958.21	261,817.59	1,009.65
FHMS KJ44 A1	4.558%	02/23/23	01/25/29	1,274	4.560%	100,486.58	100,483.43	1.30	100,484.73	381.68
FHMS K752 A1	4.284%	08/24/23	01/01/29	1,250	4.910%	106,989.73	103,829.38	1,129.04	104,958.42	381.95
FHMS K749 A2	2.120%	04/15/25	03/01/29	1,309	4.200%	200,000.00	184,835.94	1,042.85	185,878.79	353.33
FHMS K522 A2	4.803%	06/13/24	05/01/29	1,370	4.800%	253,381.24	253,380.48	0.76	253,381.24	1,014.16
FHMS KJ42 A1	3.902%	09/15/22	07/01/29	1,431	3.900%	92,726.66	92,723.12	1.48	92,724.60	301.52
FHMS K526 A2	4.543%	08/15/24	07/01/29	1,431	4.330%	240,000.00	242,244.96	(397.93)	241,847.03	908.60
FHMS K097 A2	2.508%	07/17/24	07/01/29	1,431	4.550%	270,000.00	245,552.34	4,596.64	250,148.98	564.30
FHMS K529 A2	4.791%	10/16/24	09/01/29	1,493	4.340%	160,000.00	163,197.92	(465.48)	162,732.44	638.80
FHMS K120 A1	0.892%	04/01/24	07/01/30	1,796	3.340%	239,910.46	206,791.57	6,408.17	213,199.74	178.33

DuPAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
July 31, 2025

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 07/31/25
FHMS KJ49 A1	5.007%	02/19/24	09/01/30	1,858	5.010%	182,742.28	182,736.98	1.15	182,738.13	762.49
FHR 4096 PA	1.375%	02/21/20	08/01/27	731	1.490%	17,070.32	16,931.62	100.84	17,032.46	19.56
FNR 2012-145 EA	1.250%	02/07/20	01/01/28	884	1.440%	9,127.48	8,998.05	89.01	9,087.06	9.51
FNR 2013-39 MP	1.750%	12/09/19	05/01/28	1,005	1.860%	22,805.59	22,613.16	128.31	22,741.47	33.26
Fannie Mae	2.500%	10/25/19	03/01/33	2,770	2.400%	26,575.92	26,866.60	(124.77)	26,741.83	55.37
Freddie Mac	3.000%	05/03/19	04/01/34	3,166	2.960%	32,657.38	32,818.12	(67.05)	32,751.07	81.64
FHR 5050 XL	1.000%	02/11/22	07/01/36	3,988	1.180%	40,897.51	39,926.17	233.76	40,159.93	34.08
FHR 5050 XL	1.000%	07/19/24	07/01/36	3,988	1.820%	173,504.54	158,187.34	1,100.89	159,288.23	144.59
FHR 5050 XA	1.000%	07/24/24	07/01/39	5,083	1.690%	177,392.07	161,260.48	896.13	162,156.61	147.83
FHR 5042 DA	1.000%	07/24/24	05/01/41	5,753	1.550%	184,804.67	169,847.04	737.28	170,584.32	154.00
FNR 2015-33 P	2.500%	02/14/20	06/01/45	7,245	2.400%	17,203.07	17,531.00	(70.48)	17,460.52	35.84
FNR 2016-79 HA	2.000%	06/05/20	11/01/46	7,763	1.830%	27,226.77	28,222.25	(193.45)	28,028.80	45.38
FNR 2019-13A	3.500%	01/23/24	04/01/49	8,645	3.840%	221,307.98	209,317.58	441.65	209,759.23	645.48
Federal Home Loan Bank Notes	0.830%	08/19/22	02/10/27	559	3.370%	245,000.00	219,338.70	16,916.39	236,255.09	965.91
Federal Home Loan Bank Notes	1.020%	08/16/22	02/24/27	573	3.240%	255,000.00	231,333.45	15,482.11	246,815.56	1,134.33
Fannie Mae Notes	0.750%	10/07/20	10/08/27	799	0.770%	210,000.00	209,699.70	206.48	209,906.18	494.38
Fannie Mae Notes	0.875%	08/05/20	08/05/30	1,831	0.930%	100,000.00	99,485.00	256.86	99,741.86	427.78
Federal Home Loan Bank Notes	3.500%	08/05/22	06/11/32	2,507	3.120%	230,000.00	237,378.40	(2,238.91)	235,139.49	1,118.06
Goldman Sachs Group Inc	3.500%	05/14/24	11/16/26	473	5.430%	135,000.00	128,974.95	2,821.99	131,796.94	984.38
Hormel Foods	4.800%	08/09/24	03/30/27	607	4.400%	130,000.00	131,034.80	(381.57)	130,653.23	2,097.33
BMW US Capital	4.900%	04/02/24	04/02/27	610	4.940%	95,000.00	94,886.95	48.26	94,935.21	1,538.74
BP Cap Markets America	3.588%	05/17/24	04/14/27	622	4.950%	135,000.00	130,064.40	1,962.81	132,027.21	1,439.69
Goldman Sachs Group Inc	5.414%	05/21/24	05/21/27	659	5.410%	50,000.00	50,000.00	0.00	50,000.00	526.36
John Deere	4.900%	04/17/25	06/11/27	680	4.310%	100,000.00	101,190.00	(153.66)	101,036.34	680.56
National Australia Bank/NY Corp	5.087%	06/11/24	06/11/27	680	5.040%	400,000.00	400,484.00	(175.24)	400,308.76	2,826.11
American Honda Finance	4.900%	07/10/24	07/09/27	708	4.950%	185,000.00	184,761.35	80.49	184,841.84	553.97
Blackrock Funding Inc	4.600%	07/26/24	07/26/27	725	4.600%	130,000.00	129,996.10	1.46	129,997.56	83.06
Blackrock Funding Inc	4.600%	07/26/24	07/26/27	725	4.590%	130,000.00	130,046.80	(15.39)	130,031.41	83.06
Accenture Capital	3.900%	10/04/24	10/04/27	795	3.950%	35,000.00	34,954.85	11.92	34,966.77	443.63
Toyota Motor Credit Corp	4.350%	10/10/24	10/08/27	799	4.360%	5,000.00	4,998.05	0.51	4,998.56	68.27
Toyota Motor Credit Corp	4.500%	10/10/24	10/08/27	799	4.340%	100,000.00	100,039.00	(9.91)	100,029.09	1,365.42
Morgan Stanley Bank	4.447%	10/18/24	10/15/27	806	4.450%	400,000.00	399,956.00	11.59	399,967.59	5,237.58
Mercedes-Benz Fin	4.900%	11/15/24	11/15/27	837	4.940%	200,000.00	199,780.00	49.38	199,829.38	2,068.89
National Rural Util Corp	4.750%	02/07/25	02/07/28	921	4.650%	55,000.00	54,975.80	3.69	54,979.49	1,262.71
Eli Lilly & Co	4.550%	06/27/25	02/12/28	926	4.050%	95,000.00	96,162.80	(40.85)	96,121.95	2,029.17
Eli Lilly & Co	4.550%	02/12/25	02/12/28	926	4.570%	120,000.00	119,923.20	11.56	119,934.76	2,563.17
Hershey Co	4.550%	02/24/25	02/24/28	938	4.570%	55,000.00	54,962.05	5.31	54,967.36	1,091.37
Cisco Systems Inc	4.550%	02/24/25	02/24/28	938	4.560%	85,000.00	84,971.95	4.04	84,975.99	1,686.66
Chevron USA	4.475%	02/26/25	02/26/28	940	4.480%	175,000.00	175,000.00	0.00	175,000.00	3,371.79
State Street Corp	4.530%	02/28/25	02/28/28	942	4.540%	205,000.00	205,000.00	0.00	205,000.00	3,944.15
Mars Inc	4.600%	03/12/25	03/01/28	944	4.600%	50,000.00	49,999.50	0.14	49,999.64	888.06
Mars Inc	4.600%	03/12/25	03/01/28	944	4.530%	80,000.00	80,157.60	(19.88)	80,137.72	1,420.89
Paccar Financial	4.550%	03/03/25	03/03/28	946	4.570%	200,000.00	199,878.00	16.23	199,894.23	3,741.11
Commonwealth Bk	4.423%	03/14/25	03/14/28	957	4.420%	250,000.00	250,000.00	0.00	250,000.00	4,207.99
Kenvue Inc	5.050%	06/30/25	03/22/28	965	4.120%	150,000.00	153,541.50	(109.06)	153,432.44	2,714.38
Citigroup Inc	4.643%	05/07/25	05/07/28	1,011	4.640%	200,000.00	200,000.00	0.00	200,000.00	2,166.73
Astrazeneca Finance LLC	1.750%	05/07/25	05/28/28	1,032	4.260%	100,000.00	92,886.00	512.63	93,398.63	306.25
HSBC USA	4.650%	06/03/25	06/03/28	1,038	4.650%	200,000.00	200,016.00	(0.75)	200,015.25	1,498.33
Target Corp	4.350%	06/10/25	06/15/28	1,050	4.350%	35,000.00	34,999.65	0.07	34,999.72	215.69
Bristol-Myers Squibb	4.900%	04/16/25	02/22/29	1,302	4.510%	100,000.00	101,369.00	(97.60)	101,271.40	2,164.17
Astrazeneca Finance LLC	4.850%	04/16/25	02/26/29	1,306	4.510%	110,000.00	111,287.00	(91.46)	111,195.54	2,297.01
American Express Co	4.731%	04/25/25	04/25/29	1,364	4.730%	115,000.00	115,000.00	0.00	115,000.00	1,450.84
Bank of America Corp	4.623%	05/09/25	05/09/29	1,378	4.620%	200,000.00	200,000.00	0.00	200,000.00	2,106.03
United Parcel Service	2.500%	06/27/25	09/01/29	1,493	4.280%	100,000.00	93,246.00	139.48	93,385.48	1,041.67
BMW US Capital	5.050%	03/21/25	03/21/30	1,694	5.060%	95,000.00	94,975.30	1.78	94,977.08	1,732.43
State Street Corp	4.834%	04/24/25	04/24/30	1,728	4.830%	50,000.00	50,000.00	0.00	50,000.00	651.25
State Street Corp	4.834%	04/24/25	04/24/30	1,728	4.700%	140,000.00	140,855.40	(42.14)	140,813.26	1,823.49
Walmart	4.350%	04/28/25	04/28/30	1,732	4.390%	75,000.00	74,870.25	6.11	74,876.36	842.81
Blackrock Inc	2.400%	06/27/25	04/30/30	1,734	4.300%	150,000.00	137,688.00	217.76	137,905.76	910.00
Toyota Motor Credit Corp	4.800%	05/15/25	05/15/30	1,749	4.830%	95,000.00	94,891.70	4.23	94,895.93	962.67
National Secs Clearing	4.700%	05/20/25	05/20/30	1,754	4.710%	250,000.00	249,845.00	6.17	249,851.17	2,317.36
Citibank NA	4.914%	05/29/25	05/29/30	1,763	4.910%	250,000.00	250,000.00	0.00	250,000.00	2,115.75
John Deere Capital	4.550%	06/05/25	06/05/30	1,770	4.560%	100,000.00	99,947.00	1.81	99,948.81	707.78
Analog Devices Inc	4.500%	06/16/25	06/15/30	1,780	4.520%	200,000.00	199,824.00	4.58	199,828.58	1,125.00
Cummins Inc	4.700%	05/09/25	02/15/31	2,025	4.700%	200,000.00	199,926.00	2.64	199,928.64	2,141.11
American Express Co	4.918%	07/25/25	07/20/33	2,911	4.920%	100,000.00	100,000.00	0.00	100,000.00	81.97
	Weighted Avg Maturity			1,715	3.784%	$ 28,557,587.98	$ 28,204,275.31	$ 94,936.60	$ 28,299,211.91	$ 209,361.87

DuPAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
July 31, 2025

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 07/31/25
Capital Reserve (01-122000)										
IIIT - Money Market (PFM Asset Management)	4.290%	07/31/25	08/01/25	1	4.290%	286,297.48	286,297.48	0.00	286,297.48	-
US Treasury Notes	4.375%	02/06/24	08/15/26	380	4.040%	465,000.00	468,741.80	(2,202.02)	466,539.78	9,385.10
US Treasury Notes	1.500%	09/30/24	08/15/26	380	3.580%	1,000,000.00	962,617.19	16,365.53	978,982.72	6,919.89
US Treasury Notes	3.500%	10/03/24	09/30/26	426	3.620%	2,200,000.00	2,194,757.81	2,138.02	2,196,895.83	25,877.05
US Treasury Notes	4.125%	03/13/25	10/31/26	457	4.050%	390,000.00	390,472.27	(108.57)	390,363.70	4,065.59
US Treasury Notes	1.125%	10/29/24	10/31/26	457	4.110%	1,200,000.00	1,131,609.38	25,243.12	1,156,852.50	3,411.68
US Treasury Notes	1.250%	09/03/24	11/30/26	487	3.840%	2,500,000.00	2,362,109.38	54,607.87	2,416,717.25	5,293.72
US Treasury Notes	4.000%	09/03/24	11/30/26	487	3.840%	245,000.00	243,832.42	268.78	244,101.20	452.72
US Treasury Notes	4.000%	12/05/24	01/15/27	533	4.220%	4,000,000.00	3,982,187.50	5,382.00	3,987,569.50	7,391.30
US Treasury Notes	4.125%	12/04/24	02/15/27	564	4.190%	120,000.00	119,835.94	47.78	119,883.72	2,283.56
US Treasury Notes	2.250%	11/05/24	02/15/27	564	4.180%	1,875,000.00	1,796,923.83	24,503.58	1,821,427.41	19,462.19
US Treasury Notes	4.125%	05/06/25	02/28/27	577	3.880%	510,000.00	512,131.64	(268.45)	511,863.19	8,803.74
US Treasury Notes	4.250%	01/07/25	03/15/27	592	4.220%	2,075,000.00	2,076,053.71	(261.87)	2,075,791.84	33,309.95
US Treasury Notes	4.500%	03/13/25	05/15/27	653	3.960%	500,000.00	505,546.88	(951.12)	504,595.76	4,769.02
US Treasury Notes	4.500%	02/07/25	05/15/27	653	4.260%	1,600,000.00	1,608,250.00	(1,680.22)	1,606,569.78	15,260.87
US Treasury Notes	3.875%	07/22/25	05/31/27	669	3.870%	280,000.00	280,010.94	0.33	280,011.27	1,837.98
US Treasury Notes	3.500%	03/04/25	01/31/28	914	4.020%	225,000.00	221,809.57	431.48	222,241.05	21.40
US Treasury Notes	4.000%	04/22/25	02/29/28	943	3.780%	250,000.00	251,474.61	(134.80)	251,339.81	4,184.78
US Treasury Notes	1.125%	04/03/25	02/29/28	943	3.840%	400,000.00	370,421.88	3,157.07	373,578.95	1,883.15
US Treasury Notes	3.500%	05/13/25	04/30/28	1,004	4.010%	700,000.00	690,074.22	692.25	690,766.47	6,191.58
US Treasury Notes	3.750%	05/21/25	05/15/28	1,019	3.940%	200,000.00	198,953.13	65.68	199,018.81	1,589.67
US Treasury Notes	3.750%	07/03/25	05/15/28	1,019	3.690%	1,950,000.00	1,952,970.70	(73.11)	1,952,897.59	15,499.32
US Treasury Notes	3.750%	06/05/25	05/31/28	1,035	3.890%	1,300,000.00	1,290,351.56	481.30	1,290,832.86	7,982.92
Conneticut St Txbl	5.050%	06/22/23	05/15/26	288	4.550%	90,000.00	91,206.90	(878.27)	90,328.63	959.50
New York H	4.669%	04/29/25	02/01/28	915	4.670%	125,000.00	125,000.00	0.00	125,000.00	1,491.49
NYC Transitional	4.487%	05/29/25	05/01/28	1,005	4.490%	125,000.00	125,000.00	0.00	125,000.00	965.95
Oregon St B	4.368%	04/29/25	05/01/28	1,005	4.370%	145,000.00	145,000.00	0.00	145,000.00	1,618.59
FN AL2092	3.000%	03/06/18	07/01/27	700	2.980%	23,286.67	23,315.78	(22.94)	23,292.84	58.22
Fannie Mae Pool	3.500%	04/05/18	02/01/28	915	3.230%	45,457.38	46,494.37	(767.84)	45,726.53	132.58
Fannie Mae Pool	3.500%	04/05/18	03/01/28	944	3.230%	23,548.04	24,085.23	(394.44)	23,690.79	68.68
Fannie Mae Pool	3.500%	04/05/18	04/01/28	975	3.240%	28,351.17	28,971.35	(451.60)	28,519.75	82.69
FR ZT1267	2.500%	08/21/19	05/01/28	1,005	2.320%	27,552.49	27,935.65	(259.90)	27,675.75	57.40
FN CA1940	4.000%	07/11/18	06/01/28	1,036	3.640%	33,260.54	34,247.96	(699.71)	33,548.25	110.87
FG J32374	2.500%	02/17/22	11/01/28	1,189	2.220%	98,607.15	100,332.78	(884.14)	99,448.64	205.43
Fannie Mae Pool	4.000%	03/18/19	03/01/29	1,309	3.630%	18,773.78	19,351.66	(367.36)	18,984.30	62.58
FN FS2986	4.000%	10/21/22	10/01/32	2,619	4.370%	211,284.15	205,011.65	1,740.42	206,752.07	704.28
FR SB0364	3.500%	06/21/21	06/01/35	3,592	2.830%	127,325.04	137,192.73	(2,889.82)	134,302.91	371.36
FHMS K058 A2	2.653%	04/12/23	08/01/26	366	4.020%	675,000.00	646,576.17	19,425.68	666,001.85	1,492.31
FNA 2016-M12 A2	2.527%	11/27/23	09/01/26	397	5.050%	336,795.51	314,246.00	12,637.57	326,883.57	547.18
FHMS K061 A2	3.347%	05/24/23	11/01/26	458	4.310%	451,568.40	437,668.55	8,675.00	446,343.55	1,259.50
FHMS K063 A2	3.430%	05/24/23	01/01/27	519	4.340%	675,000.00	654,565.43	12,174.12	666,739.55	1,929.38
FNA 2017-M8 A2	3.061%	06/28/24	05/01/27	639	4.920%	291,560.51	277,221.65	4,861.04	282,082.69	743.72
FHMS K066 A2	3.117%	08/15/24	06/01/27	670	4.170%	500,000.00	485,722.66	4,579.51	490,302.17	1,298.75
FNA 2024-M6 A2	2.905%	12/17/24	07/01/27	700	4.320%	505,000.00	487,325.00	4,014.99	491,339.99	1,223.59
FHMS KJ28 A2	2.308%	01/11/24	10/01/27	792	3.910%	465,122.02	438,740.87	10,311.93	449,052.80	894.58
FHMS K070 A2	3.303%	07/05/24	11/01/27	823	4.890%	500,000.00	475,136.72	7,387.20	482,523.92	1,376.25
FHMS K071 A2	3.286%	03/31/25	11/01/27	823	4.360%	500,000.00	486,914.06	1,203.67	488,117.73	1,369.17
FHMS K072 A2	3.444%	04/11/25	12/01/27	853	4.200%	465,000.00	455,936.13	966.94	456,903.07	1,334.55
FNA 2018-M2 A2	3.003%	04/08/25	01/01/28	884	4.070%	499,765.83	485,592.79	1,502.52	487,095.31	1,209.71
FHMS K505 A1	4.612%	07/20/23	02/25/28	939	4.610%	612,835.10	612,822.22	5.69	612,827.91	2,355.33
FHMS K506 A1	4.650%	09/14/23	05/01/28	1,005	5.010%	637,419.89	627,887.29	3,536.54	631,423.83	2,470.00
FHMS KJ46 A1	4.777%	04/05/24	06/01/28	1,036	5.000%	471,953.90	468,082.40	1,212.39	469,294.79	1,878.77
FNA 2023-M6 A2	4.190%	07/31/23	07/01/28	1,066	4.580%	615,997.90	605,554.81	4,191.21	609,746.02	2,146.51
FHMS K109 A1	1.036%	04/24/24	10/01/29	1,523	3.410%	660,440.78	582,632.60	0.00	582,632.60	570.18
FHMS K106 A1	1.783%	04/11/24	10/01/29	1,523	3.710%	711,139.39	643,442.25	14,691.60	658,133.85	1,056.63
FHR 4096 PA	1.375%	02/21/20	08/01/27	731	1.490%	44,357.07	43,996.67	262.03	44,258.70	50.83
FNR 2012-107 GA	1.500%	12/03/19	09/01/27	762	1.690%	9,780.92	9,645.67	97.99	9,743.66	12.23

DuPAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
July 31, 2025

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 07/31/25
FNR 2013-39 MP	1.750%	12/09/19	05/01/28	1,005	1.860%	61,224.18	60,707.60	344.44	61,052.04	89.29
FHR 5050 XL	1.000%	02/11/22	07/01/36	3,988	1.180%	121,453.17	118,568.66	694.19	119,262.85	101.21
FHR 5050 XL	1.000%	07/16/24	07/01/36	3,988	1.820%	272,649.99	248,580.11	1,729.98	250,310.09	227.21
FHR 5050 XA	1.000%	07/24/24	07/01/39	5,083	1.690%	322,531.04	293,200.87	1,629.33	294,830.20	268.78
FHR 5277 CA	2.500%	04/08/24	12/01/39	5,236	3.140%	317,907.30	292,499.55	2,124.42	294,623.97	662.31
FHR 5042 DA	1.000%	07/24/24	05/01/41	5,753	1.550%	332,648.41	305,724.68	1,327.10	307,051.78	277.21
FNR 2015-33 P	2.500%	02/14/20	06/01/45	7,245	2.400%	45,158.13	46,018.96	(185.00)	45,833.96	94.08
Federal Home Loan Bank Notes	1.100%	07/20/22	08/20/26	385	3.410%	705,000.00	643,305.45	45,788.27	689,093.72	3,468.21
Federal Home Loan Bank Notes	1.145%	08/14/23	12/30/26	517	4.060%	975,000.00	895,118.25	46,444.40	941,562.65	1,994.01
Federal Home Loan Bank Notes	0.830%	08/19/22	02/10/27	559	3.370%	675,000.00	604,300.50	46,606.37	650,906.87	2,661.19
Federal Home Loan Bank Notes	1.020%	08/16/22	02/24/27	573	3.240%	710,000.00	644,104.90	43,107.05	687,211.95	3,158.32
National Rural Coop	1.000%	04/01/24	06/15/26	319	4.970%	255,000.00	234,087.45	12,642.35	246,729.80	325.83
Walt Disney Notes	1.850%	06/17/24	07/30/26	364	5.090%	200,000.00	184,068.00	7,243.37	191,311.37	797.50
Goldman Sachs Group Inc	3.500%	05/14/24	11/16/26	473	5.430%	240,000.00	229,288.80	5,016.88	234,305.68	1,750.00
American Honda Finance	4.900%	03/14/24	03/12/27	589	4.890%	85,000.00	84,953.25	20.83	84,974.08	1,608.15
American Honda Finance	4.900%	03/13/24	03/12/27	589	4.920%	90,000.00	90,036.90	(16.34)	90,020.56	1,702.75
Hormel Foods	4.800%	08/09/24	03/30/27	607	4.400%	230,000.00	231,830.80	(675.08)	231,155.72	3,710.67
BMW US Capital	4.900%	04/02/24	04/02/27	610	4.940%	200,000.00	199,762.00	101.59	199,863.59	3,239.44
BP Cap Markets America	3.588%	05/17/24	04/14/27	622	4.950%	250,000.00	240,860.00	3,634.84	244,494.84	2,666.08
JP Morgan Chase	1.158%	05/20/24	04/22/27	630	4.150%	380,000.00	353,384.80	10,527.52	363,912.32	1,649.01
Toyota Motor Credit Corp	4.500%	05/15/25	05/14/27	652	4.520%	160,000.00	159,928.00	7.41	159,935.41	1,520.00
Goldman Sachs Group Inc	5.414%	05/21/24	05/21/27	659	5.410%	90,000.00	90,000.00	0.00	90,000.00	947.45
National Australia Bank/NY Corp	5.087%	06/11/24	06/11/27	680	5.090%	315,000.00	315,000.00	0.00	315,000.00	2,225.56
John Deere Capital	4.900%	06/11/24	06/11/27	680	4.950%	350,000.00	349,566.00	158.00	349,724.00	2,381.94
National Australia Bank/NY Corp	5.087%	06/11/24	06/11/27	680	5.040%	385,000.00	385,465.85	(168.67)	385,297.18	2,720.13
American Honda Finance	4.900%	07/10/24	07/09/27	708	4.950%	325,000.00	324,580.75	141.40	324,722.15	973.19
Blackrock Funding Inc	4.600%	07/26/24	07/26/27	725	4.590%	235,000.00	235,084.60	(27.82)	235,056.78	150.14
Accenture Capital	3.900%	10/04/24	10/04/27	795	3.950%	70,000.00	69,909.70	23.84	69,933.54	887.25
Toyota Motor Credit Corp	4.500%	10/10/24	10/08/27	799	4.340%	80,000.00	80,031.20	(7.93)	80,023.27	1,092.33
Morgan Stanley Bank	4.447%	10/18/24	10/15/27	806	4.450%	330,000.00	330,000.00	0.00	330,000.00	4,321.00
Morgan Stanley Bank	4.447%	10/18/24	10/15/27	806	4.450%	405,000.00	404,955.45	11.73	404,967.18	5,303.05
Mercedes-Benz Fin	4.900%	11/15/24	11/15/27	837	4.940%	360,000.00	359,604.00	88.89	359,692.89	3,724.00
National Rural Util Corp	4.750%	02/07/25	02/07/28	921	4.650%	95,000.00	94,958.20	6.38	94,964.58	2,181.04
Eli Lilly & Co	4.550%	06/27/25	02/12/28	926	4.050%	170,000.00	172,080.80	(73.10)	172,007.70	3,631.15
Eli Lilly & Co	4.550%	02/12/25	02/12/28	926	4.570%	220,000.00	219,859.20	21.18	219,880.38	4,699.14
Hershey Co	4.550%	02/24/25	02/24/28	938	4.570%	100,000.00	99,931.00	9.65	99,940.65	1,984.31
Cisco Systems Inc	4.550%	02/24/25	02/24/28	938	4.560%	195,000.00	194,935.65	9.28	194,944.93	3,869.40
Chevron USA	4.475%	02/26/25	02/26/28	940	4.480%	430,000.00	430,000.00	0.00	430,000.00	8,284.97
State Street Corp	4.530%	02/28/25	02/28/28	942	4.540%	615,000.00	615,000.00	0.00	615,000.00	11,832.46
Mars Inc	4.600%	03/12/25	03/01/28	944	4.600%	90,000.00	89,999.10	0.25	89,999.35	1,598.50
Mars Inc	4.600%	03/12/25	03/01/28	944	4.530%	150,000.00	150,295.50	(37.28)	150,258.22	2,664.17
Johnson & Johnson	4.550%	03/04/25	03/01/28	944	4.270%	250,000.00	251,907.50	(253.69)	251,653.81	5,087.15
Paccar Financial	4.550%	03/03/25	03/03/28	946	4.570%	370,000.00	369,774.30	30.02	369,804.32	6,921.06
Commonwealth Bk	4.423%	03/14/25	03/14/28	957	4.420%	285,000.00	285,000.00	0.00	285,000.00	4,797.11
BMW US Capital	4.750%	03/21/25	03/21/28	964	4.770%	295,000.00	294,852.50	17.34	294,869.84	5,060.07
Kenvue Inc	5.050%	06/30/25	03/22/28	965	4.120%	265,000.00	271,256.65	(192.68)	271,063.97	4,795.40
Citigroup Inc	4.643%	05/07/25	05/07/28	1,011	4.640%	370,000.00	370,000.00	0.00	370,000.00	4,008.46
Cummins Inc	4.250%	05/09/25	05/09/28	1,013	4.280%	25,000.00	24,982.50	1.27	24,983.77	242.01
Astrazeneca Finance LLC	1.750%	05/07/25	05/28/28	1,032	4.260%	400,000.00	371,544.00	2,050.52	373,594.52	1,225.00
National Secs Clearing	5.000%	04/23/25	05/30/28	1,034	4.310%	250,000.00	254,195.00	(356.30)	253,838.70	2,118.06
National Secs Clearing	5.000%	05/23/25	05/30/28	1,034	4.330%	480,000.00	487,545.60	(458.09)	487,087.51	4,066.67
HSBC USA	4.650%	06/03/25	06/03/28	1,038	4.650%	375,000.00	375,030.00	(1.40)	375,028.60	2,809.38
Target Corp	4.350%	06/10/25	06/15/28	1,050	4.350%	65,000.00	64,999.35	0.13	64,999.48	400.56
Analog Devices Inc	4.500%	06/16/25	06/15/30	1,780	4.520%	275,000.00	274,703.00	12.35	274,715.35	1,460.94
American Express Co	4.731%	04/25/25	04/25/29	1,364	4.730%	210,000.00	210,000.00	0.00	210,000.00	2,649.36
Bank of America Corp	4.623%	05/09/25	05/09/29	1,378	4.620%	370,000.00	370,000.00	0.00	370,000.00	3,896.16
	Weighted Avg Maturity			858	4.111%	$ 50,946,053.33	$ 49,717,666.77	$ 462,685.84	$ 50,180,352.61	$ 364,965.79
	TOTAL ALL FUNDS				3.909%	$ 147,640,700.75	$ 144,907,501.73	1,020,660.81	$ 145,928,162.54	$ 948,982.86
	Less: Net Unsettled Trades								-	
July 31, 2025	90 DAY US TREASURY YIELD				4.41%				$ 145,928,162.54	
	3 month US Treasury Bill Index				4.39%					
	0-3 Year US Treasury Index				4.03%					
	1-3 Year US Treasury Index				3.99%					
	1-5 Year US Treasury Index				3.96%					
	1-10 Year US Treasury Index				4.01%					

DuPAGE WATER COMMISSION
WATERLINK INVESTMENTS
(Unaudited)
May 31, 2025

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE	YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 05/31/25
Waterlink (01-122500)									
IIIT - Money Market	4.290%	05/31/25	06/01/25	1 4.290%	9,690.44	9,690.44	0.00	9,690.44	-
Cabot Trail Funding LLC	0.000%	05/30/25	08/22/25	83 4.370%	4,245,000.00	4,201,715.15	32,463.64	4,234,178.79	-
Mont Blanc Capital	0.000%	06/02/25	08/29/25	90 4.400%	4,245,000.00	4,199,342.67	31,130.00	4,230,472.67	-
Sheffield Receivables	0.000%	06/23/25	09/22/25	114 4.380%	4,250,000.00	4,202,945.42	20,166.25	4,223,111.67	-
Atlantic Asset Sec	0.000%	07/01/25	09/25/25	117 4.400%	4,250,000.00	4,205,733.89	15,956.39	4,221,690.28	-
Ridgefield Funding Co	0.000%	07/22/25	10/22/25	144 4.420%	4,250,000.00	4,202,536.94	5,159.03	4,207,695.97	-
MUFG Bank LTD	0.000%	07/24/25	10/31/25	153 4.410%	4,225,000.00	4,173,993.69	4,121.72	4,178,115.41	-
Weighted Avg Maturity				117 4.397%	$ 25,474,690.44	$ 25,195,958.20	$108,997.03	$ 25,304,955.23	$ -
Less: Net Unsettled Trades								-	
								$ 25,304,955.23	

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

	Operating	Waterlink
CASH FLOWS FROM OPERATING ACTIVITIES		
Cash received from customers	$ 37,493,794	$ -
Cash payments to suppliers	(37,253,315)	-
Cash payments to employees	(1,049,204)	-
Net cash from operating activities	(808,725)	-
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES		
Cash received from sales taxes	49,986	-
Cash received/paid from long term loans	108,588	-
Cash payments for net pension activity	0	-
Net cash from noncapital financing activities	158,574	-
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES		
Interest paid	0	-
Principal paid	0	-
Escrow activity	(469)	(1,731,322)
Construction and purchase of capital assets	(278,682)	-
Net cash from capital and related financing activities	(279,151)	(1,731,322)
CASH FLOWS FROM INVESTING ACTIVITIES		
Investment income	1,365,831	-
Net cash from investing activities	1,365,831	-
Net Increase (Decrease) in cash and investments	436,529	(1,731,322)
CASH AND INVESTMENTS, MAY 1, 2025	149,768,536	35,673,160
CASH AND INVESTMENTS, JULY 31, 2025	$ 150,205,065	$ 33,941,838

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

	7/31/2025		
	YEAR END TARGETED Reserve or Monthly Cash Amount-Needed	Amount On Hand	Amount Over - (Under) Target
TABLE 1	**A**	**B**	**C**
RESERVE ANALYSIS - DWC FUNDS			
A .Operating Reserve	$ 52,580,083	$ 53,288,744	$ 708,661
# of days per current fiscal year management budget	*120*	*122*	
B. Capital Reserve (3)	$ 23,950,000	$ 49,245,778	$ 25,295,778
C. Long Term Water Capital Reserve	$ 28,825,000	$ 28,299,212	$ (525,788)
D. O+M Account (1)	$ 15,500,158	$ 10,950,607	$ (4,549,551)
E. Current Construction Obligation	$ 934,575	$ 934,575	$ -
F. General Fund	$ -	$ 5,354,007	$ 5,354,007
DWC FUNDS AND ADJUSTED TARGETS	**$ 121,789,816**	**$ 148,072,923**	**$ 26,283,107**
G. Waterlink - DWC Improvements Per 5 Year Capital Plan	$ 31,000,000	$ -	$ (31,000,000)
H. Alternative Water Source Per 5 Year Capital Plan	$ 35,000,000	$ -	$ (35,000,000)
DWC FUNDS AND FULL TARGETS	**$ 187,789,816**	**$ 148,072,923**	**$ (39,716,893)**
I. Customer Construction Escrows (2)	$ 36,073,980	$ 36,073,980	$ -
TOTAL SUMMARY CASH + RESERVE ANALYSIS	**$ 223,863,796**	**$ 184,146,903**	**$ (39,716,893)**

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

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

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

DuPage Water Commission

30 YEARS OF SERVICE

Pure. Essential. Stewardship.

MEMORANDUM

To: Paul May, General Manager

From: Cheryl Peterson, Financial Administrator

Date: 7/8/2025

Subject: Financial Report – June 30, 2025

- Water sales to Commission customers for June 2025 were 23.6 million gallons (0.9%) above June 2024 and increased by 206.1 million gallons compared to May 2025.

- Water sales to Commission customers for June were 167.0 million gallons (6.9%) higher than the budgeted anticipated/forecasted sales for the month. Year-to-date water sales were 369.8 million gallons (8.1%) above the budgeted anticipated/forecasted sales.

- For the month of June, water billings to customers for O&M costs were $15.0 million and water purchases from the City of Chicago were $12.9 million. Water billing receivables at the June month end ($18.9 million) were slightly lower compared to the prior month ($19.2 million). The decline was primarily due to higher water sales (≈1.2 million) more than offset by higher monthly collections.

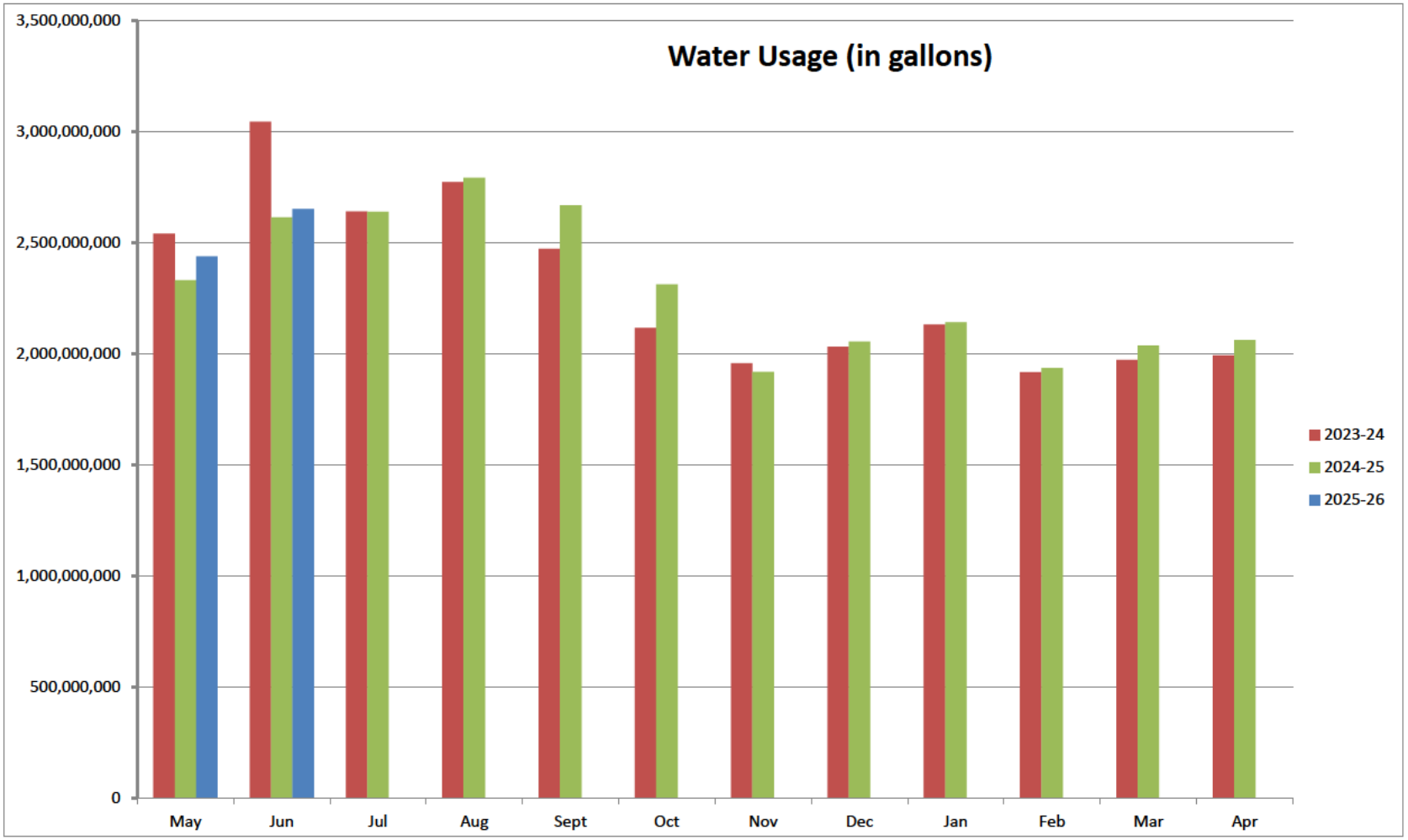
- For the two months ended June 30, 2025, $29.8 million of the $148.9 million revenue budget has been realized. Therefore, 20% of the revenue budget has been accounted for year to date. For the same period, $28.4 million of the $158.6 million expenditure budget has been realized, and this accounts for 18% of the expenditure budget.

- Adjusted for seasonality based on a monthly trend, year to date revenues are 110% percent of the current budget and expenses are 100% of the current budget.

- The Operating Reserve has reached its respective 2025/2026 fiscal year end minimum targeted level. The Long-Term Water Capital Account is just below its targeted level. Excluding budgeted capital related to the Waterlink expansion and alternative water source, the Capital Reserve account has met its targeted level.

- The O&M and General Account have balances of $13.8 million and $5.3 million, respectively.

cc: Chairman and Commissioners


Water Usage (in gallons)
3,500,000,000
3,000,000,000
2,500,000,000
2,000,000,000
1,500,000,000
1,000,000,000
500,000,000
0
May
Jun
Jul
Aug
Sept
Oct
Nov
Dec
Jan
Feb
Mar
Apr
2023-24
2024-25
2025-26

DuPage Water Commission

Summary of Specific Account Target and Summary of Net Assets

June 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)	$ 13,774,704.75	$ 16,896,158.30		Negative Net Assets
General Account	$ 5,334,393.29	$ -		Positive Net Assets
Operating Reserve	$ 53,485,523.04		$ 52,580,083.00	Target Met
Capital Reserve	$ 50,372,054.63		$ 90,884,574.86	Not Fully Funded
L-T Water Capital Reserve	$ 28,410,156.16		$ 28,825,000.00	Not Fully Funded
Waterlink Escrow	$ 35,035,724.46	$ 35,035,724.46		Positive Net Assets
	$ 186,412,556.33	$ 51,931,882.76	$ 172,289,657.86	$ (37,808,984.29)

Total Net Assets - All Commission Accounts	
Restricted	$ -
Unrestricted	$ 162,833,730.72
Invested in Capital Assets, net	$ 398,385,354.60
Total	$ 561,219,085.32

(1) Includes Interest Receivable

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

DuPage Water Commission

Board Balance Sheet

Account Summary

As Of 06/30/2025

	Current Year Balance	Prior Year Balance	Variance Favorable / (Unfavorable)
Fund: 01 - WATER FUND			
Assets			
Level1: 10 - CURRENT ASSETS			
110 - CASH	14,819,512.96	10,154,669.28	4,664,843.68
120 - INVESTMENTS	170,726,198.47	140,841,246.69	29,884,951.78
131 - WATER SALES	18,888,567.12	19,031,134.32	-142,567.20
132 - INTEREST RECEIVABLE	866,844.90	652,755.82	214,089.08
134 - OTHER RECEIVABLE	69,348.86	-5,297,648.01	5,366,996.87
135 - LOAN RECEIVABLE - CURRENT	233,731.85	228,067.63	5,664.22
150 - INVENTORY	310,110.00	187,254.00	122,856.00
155 - PREPAIDS	541,251.18	384,117.13	157,134.05
Total Level1 10 - CURRENT ASSETS:	**206,455,565.34**	**166,181,596.86**	**40,273,968.48**
Level1: 17 - NONCURRENT ASSETS			
170 - FIXED ASSETS	625,742,300.54	618,864,619.45	6,877,681.09
175 - LESS: ACCUMULATED DEPRECIATION	-241,074,816.16	-231,460,321.26	-9,614,494.90
180 - CONSTRUCTION IN PROGRESS	13,717,870.22	15,721,915.99	-2,004,045.77
190 - LONG-TERM ASSETS	10,016,373.00	10,978,364.03	-961,991.03
Total Level1 17 - NONCURRENT ASSETS:	**408,401,727.60**	**414,104,578.21**	**-5,702,850.61**
Total Assets:	**614,857,292.94**	**580,286,175.07**	**34,571,117.87**
Liability			
Level1: 21 - CURRENT LIABILITIES			
210 - ACCOUNTS PAYABLE	13,300,048.19	13,103,755.41	-196,292.78
211 - OTHER CURRENT LIABILITIES	1,434,216.57	1,725,009.44	290,792.87
225 - ACCRUED PAYROLL LIABILITIES	201,210.36	179,955.82	-21,254.54
226 - ACCRUED VACATION	514,975.23	362,624.28	-152,350.95
250 - CONTRACT RETENTION	934,574.86	1,074,551.56	139,976.70
251 - CUSTOMER DEPOSITS	36,481,432.41	7,443,765.95	-29,037,666.46
Total Level1 21 - CURRENT LIABILITIES:	**52,866,457.62**	**23,889,662.46**	**-28,976,795.16**
Level1: 25 - NONCURRENT LIABILITIES			
297 - POST EMPLOYMENT BENEFITS LIABILITIES	771,750.00	848,174.00	76,424.00
Total Level1 25 - NONCURRENT LIABILITIES:	**771,750.00**	**848,174.00**	**76,424.00**
Total Liability:	**53,638,207.62**	**24,737,836.46**	**-28,900,371.16**
Equity			
Level1: 30 - EQUITY			
300 - EQUITY	559,861,501.96	555,080,706.82	4,780,795.14
Total Level1 30 - EQUITY:	**559,861,501.96**	**555,080,706.82**	**4,780,795.14**
Total Beginning Equity:	**559,861,501.96**	**555,080,706.82**	**4,780,795.14**
Total Revenue	29,793,387.04	27,374,770.68	2,418,616.36
Total Expense	28,435,803.68	26,907,138.89	-1,528,664.79
Revenues Over/(Under) Expenses	**1,357,583.36**	**467,631.79**	**889,951.57**
Total Equity and Current Surplus (Deficit):	**561,219,085.32**	**555,548,338.61**	**5,670,746.71**
Total Liabilities, Equity and Current Surplus (Deficit):	**614,857,292.94**	**580,286,175.07**	**34,571,117.87**

Monthly & YTD Budget Report

...	...	June 2025-2026 Budget	June 2025-2026 Activity	2025-2026 Seasonal YT...	2025-2026 YTD Activity	Seasonal Percent Used	2025-2026 Total Budget	Total Percent Used
01 - WATER FUND								
Revenue								
510 - WATER SERVICE								
								% of Year Completed: 17%
01-511100	O&M PAYMENTS- GOVERNMENTAL	-13,697,642.28	-14,655,076.92	-26,022,660.69	-28,125,907.52	108%	-142,981,652.20	20%
01-511200	O&M PAYMENTS- PRIVATE	-308,126.82	-320,948.80	-585,376.63	-629,126.00	107%	-3,216,355.20	20%
01-514100	EMERGENCY WATER SERVICE- GOV	-1,231.00	0.00	-2,462.00	0.00	0%	-24,620.00	0%
510 - WATER SERVICE Totals:		-14,007,000.10	-14,976,025.72	-26,610,499.32	-28,755,033.52	108%	-146,222,627.40	20%
520 - TAXES								
								% of Year Completed: 17%
01-530010	SALES TAXES - WATER REVENUE	0.00	-11,681.44	0.00	-32,631.36	0%	0.00	0%
520 - TAXES Totals:		0.00	-11,681.44	0.00	-32,631.36	0%	0.00	0%
540 - OTHER INCOME								
								% of Year Completed: 17%
01-581000	INVESTMENT INCOME	-208,250.00	-568,916.22	-416,500.00	-983,318.10	236%	-2,500,000.00	39%
01-582000	INTEREST INCOME	-14,766.91	0.00	-29,533.82	0.00	0%	-177,273.88	0%
01-590000	OTHER INCOME	0.00	-16,837.69	0.00	-22,404.06	0%	0.00	0%
540 - OTHER INCOME Totals:		-223,016.91	-585,753.91	-446,033.82	-1,005,722.16	225%	-2,677,273.88	38%
Revenue Totals:		**-14,230,017.01**	**-15,573,461.07**	**-27,056,533.14**	**-29,793,387.04**	**110%**	**-148,899,901.28**	**20%**

...	...	June 2025-2026 Budget	June 2025-2026 Activity	2025-2026 Seasonal YT...	2025-2026 YTD Activity	Seasonal Percent Used	2025-2026 Total Budget	Total Percent Used
Expense								
610 - PERSONNEL SERVICES								
							% of Year Completed: 17%	
01-60-611100	ADMIN SALARIES	151,858.96	160,196.27	343,509.84	328,938.18	96%	2,030,200.00	16%
01-60-611200	OPERATIONS SALARIES	192,200.00	187,618.10	407,216.00	389,717.98	96%	2,480,000.00	16%
01-60-611300	SUMMER INTERNS	11,520.00	0.00	23,040.00	0.00	0%	36,000.00	0%
01-60-611600	ADMIN OVERTIME	616.67	210.20	1,233.30	322.49	26%	7,400.00	4%
01-60-611700	OPERATIONS OVERTIME	30,315.52	23,834.28	64,480.00	47,393.13	74%	396,800.00	12%
01-60-612100	PENSION	24,346.25	13,576.50	48,692.50	27,084.75	56%	292,272.00	9%
01-60-612200	MEDICAL/LIFE BENEFITS	77,564.60	73,147.13	157,410.52	134,807.26	86%	1,140,656.00	12%
01-60-612300	FEDERAL PAYROLL TAXES	29,349.68	27,022.61	61,804.74	54,995.40	89%	378,705.60	15%
01-60-612800	STATE UNEMPLOYMENT	1,166.66	0.00	2,333.32	0.00	0%	14,000.00	0%
01-60-613100	TRAVEL	950.00	720.17	1,900.00	908.98	48%	11,400.00	8%
01-60-613200	TRAINING	6,345.83	1,702.00	12,691.66	1,702.00	13%	76,150.00	2%
01-60-613301	CONFERENCES	5,108.33	935.00	10,216.66	995.00	10%	61,300.00	2%
01-60-613302	TUITION REIMBURSEMENT	1,250.00	0.00	2,500.00	0.00	0%	15,000.00	0%
01-60-619100	OTHER PERSONNEL COSTS	1,933.33	150.00	3,866.66	150.00	4%	23,200.00	1%
610 - PERSONNEL SERVICES Totals:		534,525.83	489,112.26	1,140,895.20	987,015.17	87%	6,963,083.60	14%
620 - CONTRACT SERVICES								
							% of Year Completed: 17%	
01-60-621000	WATER CONSERVATION/PROMOTIO	1,083.33	0.00	2,166.66	0.00	0%	13,000.00	0%
01-60-623300	TRUST SERVICES & BANK CHARGE	15,493.80	11,209.61	30,987.60	23,250.11	75%	186,000.00	13%
01-60-625100	LEGAL SERVICES- GENERAL	6,666.66	11,679.60	13,333.32	16,735.85	126%	80,000.00	21%
01-60-625300	LEGAL SERVICES- SPECIAL	6,666.66	1,766.05	13,333.32	1,766.05	13%	80,000.00	2%
01-60-625800	LEGAL NOTICES	1,416.66	0.00	2,833.32	253.00	9%	17,000.00	1%
01-60-626000	AUDIT SERVICES	10,500.00	10,000.00	21,000.00	28,000.00	133%	35,000.00	80%
01-60-628000	CONSULTING SERVICES	46,239.83	28,386.50	92,479.66	35,278.04	38%	555,100.00	6%
01-60-629000	CONTRACTUAL SERVICES	77,515.00	51,692.91	155,030.00	117,540.35	76%	930,180.00	13%
620 - CONTRACT SERVICES Totals:		165,581.94	114,734.67	331,163.88	222,823.40	67%	1,896,280.00	12%
640 - INSURANCE								
							% of Year Completed: 17%	
01-60-641100	GENERAL LIABILITY INSURANCE	14,083.33	8,724.58	28,166.66	17,449.16	62%	169,000.00	10%
01-60-641200	PUBLIC OFFICIAL LIABILITY	2,025.00	1,588.17	4,050.00	3,176.34	78%	24,300.00	13%
01-60-641500	WORKER'S COMPENSATION	13,750.00	12,173.00	27,500.00	24,346.00	89%	165,000.00	15%
01-60-641600	EXCESS LIABILITY COVERAGE	8,333.33	6,530.50	16,666.66	13,061.00	78%	100,000.00	13%
01-60-642100	PROPERTY INSURANCE	47,500.00	41,114.04	95,000.00	82,228.04	87%	570,000.00	14%
01-60-642200	AUTOMOBILE INSURANCE	3,750.00	2,906.42	7,500.00	5,812.84	78%	45,000.00	13%
01-60-649100	SELF INSURANCE PROPERTY	8,333.33	0.00	16,666.66	0.00	0%	100,000.00	0%
640 - INSURANCE Totals:		97,774.99	73,036.71	195,549.98	146,073.38	75%	1,173,300.00	12%

...	...	June 2025-2026 Budget	June 2025-2026 Activity	2025-2026 Seasonal YT...	2025-2026 YTD Activity	Seasonal Percent Used	2025-2026 Total Budget	Total Percent Used
650 - OPERATIONAL SUPPORT SRVS								
								% of Year Completed: 17%
01-60-651200	GENERATOR DIESEL FUEL	9,375.00	34,378.50	18,750.00	35,856.74	191%	112,500.00	32%
01-60-651300	NATURAL GAS	2,748.90	1,000.00	5,497.80	2,500.00	45%	33,000.00	8%
01-60-651401	TELEPHONE	6,321.66	4,186.63	12,643.32	8,379.10	66%	75,860.00	11%
01-60-651403	RADIOS	2,207.45	0.00	4,414.90	0.00	0%	26,500.00	0%
01-60-651404	REPAIRS & EQUIPMENT	383.33	0.00	766.66	0.00	0%	4,600.00	0%
01-60-652100	OFFICE SUPPLIES	2,541.66	854.50	5,083.32	2,503.79	49%	30,500.00	8%
01-60-652200	BOOKS & PUBLICATIONS	837.50	423.85	1,675.00	5,478.81	327%	10,050.00	55%
01-60-653100	PRINTING- GENERAL	808.33	375.06	1,616.66	375.06	23%	9,700.00	4%
01-60-653200	POSTAGE & DELIVERY	533.33	132.07	1,066.66	964.59	90%	6,400.00	15%
01-60-654000	PROFESSIONAL DUES	1,868.75	413.00	3,737.50	4,963.00	133%	22,425.00	22%
01-60-655000	REPAIRS & MAINT- OFFICE EQUI	734.70	298.64	1,469.40	1,008.66	69%	8,820.00	11%
01-60-656000	REPAIRS & MAINT- BLDGS & GRN	22,000.00	27,392.94	44,000.00	42,208.93	96%	264,000.00	16%
01-60-659000	COMPUTER SOFTWARE/LICENSING	16,905.73	3,827.03	33,811.46	9,812.83	29%	202,950.00	5%
01-60-659100	OTHER ADMINISTRATIVE EXPENSE	1,666.00	2,454.70	3,332.00	2,877.93	86%	20,000.00	14%
650 - OPERATIONAL SUPPORT SRVS Totals:		68,932.34	75,736.92	137,864.68	116,929.44	85%	827,305.00	14%
660 - WATER OPERATION								
								% of Year Completed: 17%
01-60-661101	WATER BILLING	12,148,622.99	12,938,705.88	23,079,847.43	24,381,095.28	106%	126,812,348.56	19%
01-60-661102	ELECTRICITY	210,760.00	185,000.00	400,400.00	316,547.42	79%	2,200,000.00	14%
01-60-661103	OPERATIONS & MAINTENANCE	65,000.00	47,826.35	130,000.00	92,826.35	71%	780,000.00	12%
01-60-661104	MAJOR MAINTENANCE	37,500.00	23,355.88	75,000.00	23,355.88	31%	450,000.00	5%
01-60-661201	PUMP STATION	263,450.00	96,619.04	500,500.00	287,512.61	57%	2,750,000.00	10%
01-60-661202	METER STATION, ROV, TANK SITE	19,160.00	-704.98	36,400.00	5,874.99	16%	200,000.00	3%
01-60-661300	WATER CHEMICALS	4,825.00	3,433.42	9,650.00	3,433.42	36%	57,900.00	6%
01-60-661400	WATER QUALITY TESTING	9,916.66	12,934.46	19,833.32	27,926.25	141%	119,000.00	23%
01-60-662100	PUMPING SERVICES	67,441.66	0.00	134,883.32	3,231.84	2%	809,300.00	0%
01-60-662200	INSTRUMENTATION	5,810.17	1,656.00	11,620.34	1,829.86	16%	69,750.00	3%
01-60-662300	METER TESTING & REPAIRS	4,583.33	0.00	9,166.66	0.00	0%	55,000.00	0%
01-60-662400	SCADA	1,491.07	157.20	2,982.14	157.20	5%	17,900.00	1%
01-60-662500	EQUIPMENT RENTAL	1,332.80	0.00	2,665.60	0.00	0%	16,000.00	0%
01-60-662600	UNIFORMS	2,165.80	273.23	4,331.60	1,439.48	33%	26,000.00	6%
01-60-662700	SAFETY	15,008.33	2,436.30	30,016.66	2,363.82	8%	180,100.00	1%
01-60-663100	PIPELINE REPAIRS	112,500.00	37,823.39	225,000.00	37,823.39	17%	1,350,000.00	3%
01-60-663200	CORROSION TESTING & MITIGATION	25,000.00	0.00	50,000.00	73,939.46	148%	300,000.00	25%
01-60-663300	REMOTE FACILITIES MAINTENANCE	23,157.40	16,860.13	46,314.80	33,877.64	73%	278,000.00	12%
01-60-663400	PLAN REVIEW- PIPELINE CONFLI	7,746.90	0.00	15,493.80	0.00	0%	93,000.00	0%
01-60-663700	PIPELINE SUPPLIES	10,000.00	21,981.91	20,000.00	25,420.30	127%	120,000.00	21%
01-60-664000	MACHINERY & EQUIP- NON CAP	3,431.96	0.00	6,863.92	2,168.00	32%	41,200.00	5%

...	...	June 2025-2026 Budget	June 2025-2026 Activity	2025-2026 Seasonal YT...	2025-2026 YTD Activity	Seasonal Percent Used	2025-2026 Total Budget	Total Percent Used
01-60-664100	REPAIRS & MAINT- VEHICLES	3,651.66	1,696.44	7,303.32	4,064.29	56%	43,820.00	9%
01-60-664200	FUEL- VEHICLES	3,750.00	3,817.37	7,500.00	5,753.68	77%	45,000.00	13%
01-60-664300	LICENSES- VEHICLES	275.00	0.00	550.00	0.00	0%	3,300.00	0%
660 - WATER OPERATION Totals:		13,046,580.73	13,393,872.02	24,826,322.91	25,330,641.16	102%	136,817,618.56	19%
680 - LAND & LAND RIGHTS								
							% of Year Completed: 17%	
01-60-681000	LEASES	83.33	0.00	166.66	0.00	0%	1,000.00	0%
01-60-682000	PERMITS & FEES	708.33	3,058.36	1,416.66	3,058.36	216%	8,500.00	36%
680 - LAND & LAND RIGHTS Totals:		791.66	3,058.36	1,583.32	3,058.36	193%	9,500.00	32%
685 - CAPITAL EQUIP / DEPREC								
							% of Year Completed: 17%	
01-60-685100	COMPUTERS	6,164.20	6,065.49	12,328.40	6,065.49	49%	74,000.00	8%
01-60-685200	OFFICE FURNITURE & EQUIPMT	0.00	0.00	20,000.00	0.00	0%	20,000.00	0%
01-60-685600	MACHINERY & EQUIPMENT	0.00	0.00	70,000.00	0.00	0%	70,000.00	0%
01-60-685800	CAPITALIZED EQUIP	0.00	0.00	-90,000.00	0.00	0%	-90,000.00	0%
01-60-686000	VEHICLES	0.00	0.00	80,000.00	0.00	0%	80,000.00	0%
01-60-686800	CAPITALIZED VEHICLE PURCHASES	0.00	0.00	-80,000.00	0.00	0%	-80,000.00	0%
01-60-692000	DEPRECIATION- TRANS MAINS	425,000.00	403,227.89	850,000.00	806,455.77	95%	5,100,000.00	16%
01-60-693000	DEPRECIATION- BUILDINGS	291,550.00	264,105.86	583,100.00	528,211.75	91%	3,500,000.00	15%
01-60-694000	DEPRECIATION-PUMPING EQUIPME	158,270.00	126,436.02	316,540.00	252,872.07	80%	1,900,000.00	13%
01-60-695200	DEPRECIATION- OFFICE FURN &	14,994.00	4,703.82	29,988.00	9,407.67	31%	180,000.00	5%
01-60-696000	DEPRECIATION- VEHICLES	16,326.80	13,125.00	32,653.60	26,250.02	80%	196,000.00	13%
685 - CAPITAL EQUIP / DEPREC Totals:		912,305.00	817,664.08	1,824,610.00	1,629,262.77	89%	10,950,000.00	15%
710 - CONSTRUCTION IN PROGRESS								
							% of Year Completed: 17%	
01-60-722200	DPPS BUILDINGS REHAB & MAINT	0.00	3,788.80	300,000.00	3,788.80	1%	300,000.00	1%
01-60-722202	DPPS VALVE REPLACEMENT	0.00	4,238.14	600,000.00	12,888.33	2%	600,000.00	2%
01-60-741000	REMOTE FACILITIES REHAB & MAINT	0.00	0.00	150,000.00	0.00	0%	150,000.00	0%
01-60-751000	TRANSMISSION MAINS	0.00	0.00	20,000,000.00	0.00	0%	20,000,000.00	0%
01-60-751200	CATHODIC PROTECTION	0.00	0.00	500,000.00	0.00	0%	500,000.00	0%
01-60-771000	VALVE REHAB & REPLACEMENT	0.00	0.00	500,000.00	0.00	0%	500,000.00	0%
01-60-771100	METER REPLACEMENT	0.00	0.00	150,000.00	0.00	0%	150,000.00	0%
01-60-771200	CONDITION ASSESSMENT	0.00	0.00	520,000.00	0.00	0%	520,000.00	0%
01-60-771700	REPLACEMENT OF SCADA SYSTEM	0.00	113,960.89	4,450,000.00	118,095.31	3%	4,450,000.00	3%
01-60-772500	ALTERNATIVE WATER SOURCE	0.00	16,630.00	5,000,000.00	26,630.00	1%	5,000,000.00	1%
01-60-798000	CAPITALIZED FIXED ASSETS	0.00	-138,617.83	-32,170,000.00	-161,402.44	1%	-32,170,000.00	1%
710 - CONSTRUCTION IN PROGRESS Totals:		0.00	0.00	0.00	0.00	0%	0.00	0%

...	...	June 2025-2026 Budget	June 2025-2026 Activity	2025-2026 Seasonal YT...	2025-2026 YTD Activity	Seasonal Percent Used	2025-2026 Total Budget	Total Percent Used
850 - ESCROW FUNDED CONSTRUCTION								
								% of Year Completed: 17%
01-80-850001	METERING STATION	0.00	0.00	3,250,000.00	0.00	0%	3,250,000.00	0%
01-80-852001	AQUA ILLINOIS	0.00	468.00	2,000,000.00	468.00	0%	2,000,000.00	0%
01-80-852010	MONTGOMERY/OSWEGO/YORKVILL	0.00	131,874.40	199,500,000.00	137,880.88	0%	199,500,000.00	0%
01-80-899000	CONTRIBUTED/CAPITALIZED FIXED A	0.00	-132,342.40	-204,750,000.00	-138,348.88	0%	-204,750,000.00	0%
850 - ESCROW FUNDED CONSTRUCTION Totals:		0.00	0.00	0.00	0.00	0%	0.00	0%
Expense Totals:		**14,826,492.49**	**14,967,215.02**	**28,457,989.97**	**28,435,803.68**	**100%**	**158,637,087.16**	**18%**
01 - WATER FUND Totals:		**596,475.48**	**-606,246.05**	**1,401,456.83**	**-1,357,583.36**	**-97%**	**9,737,185.88**	**-14%**

DuPage Water Commission

30 YEARS OF SERVICE

Pure. Essential. Stewardship.

MEMORANDUM

To: Paul May, General Manager

From: Cheryl Peterson, Financial Administrator

Date: 8/12/2025

Subject: Financial Report – July 31, 2025

- Water sales to Commission customers for July 2025 were 79.9 million gallons (3.1%) above July 2024 and increased by 75.8 million gallons compared to June 2025.

- Water sales to Commission customers for July were 1.7 million gallons (0.1%) lower than the budgeted anticipated/forecasted sales for the month. Year-to-date water sales were 368.1 million gallons (5.1%) above the budgeted anticipated/forecasted sales.

- For the month of July, water billings to customers for O&M costs were $15.4 million and water purchases from the City of Chicago were $13.3 million. Water billing receivables at the July month end ($21.0 million) were higher compared to the prior month ($18.9 million). The increase was primarily due to higher water sales and timing of monthly collections.

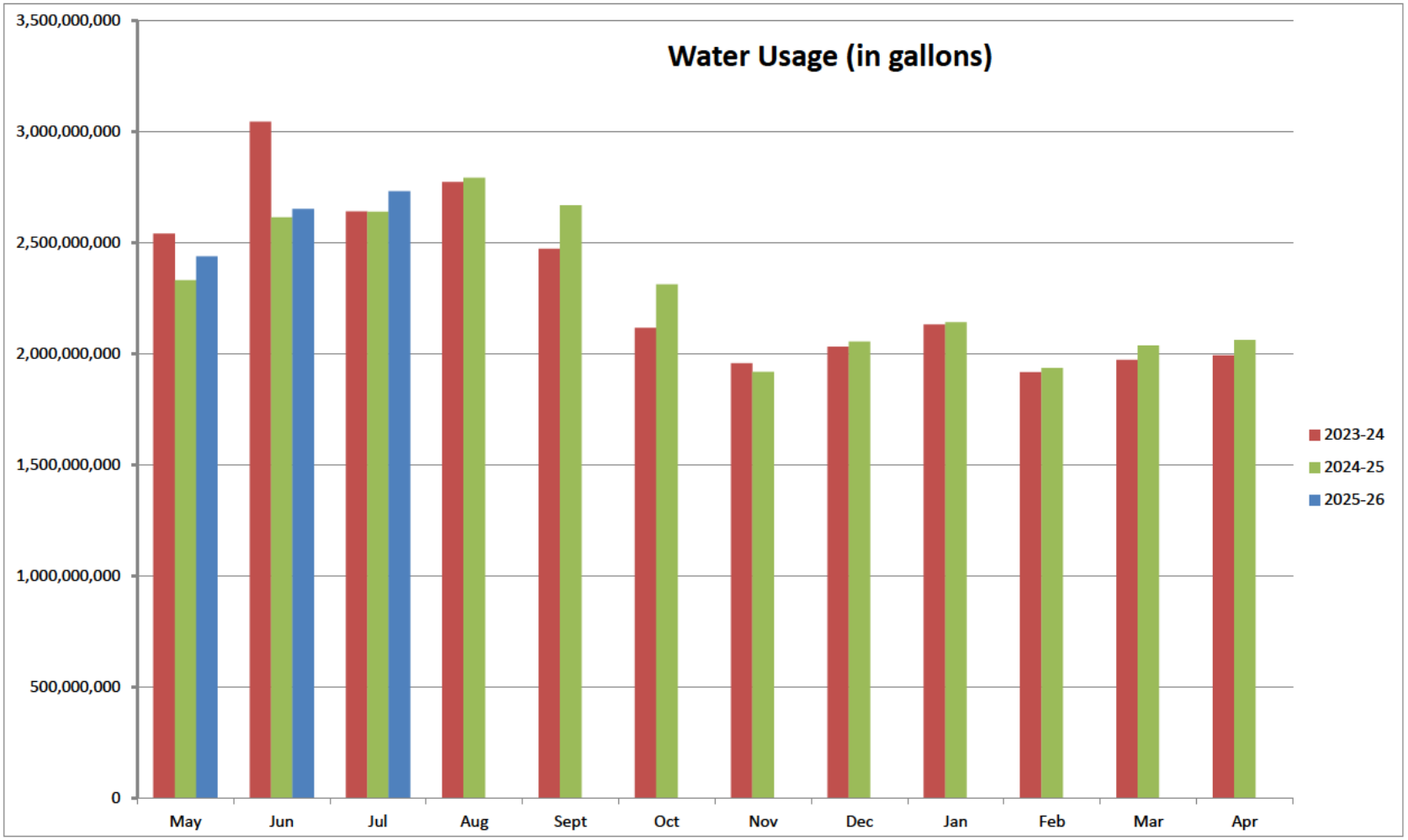
- For the three months ended July 31, 2025, $45.8 million of the $148.9 million revenue budget has been realized. Therefore, 31% of the revenue budget has been accounted for year to date. For the same period, $44.6 million of the $158.6 million expenditure budget has been realized, and this accounts for 28% of the expenditure budget.

- Adjusted for seasonality based on a monthly trend, year to date revenues are 107% percent of the current budget and expenses are 99% of the current budget.

- The Operating Reserve has reached its respective 2025/2026 fiscal year end minimum targeted level. The Long-Term Water Capital Account is just below its targeted level. Excluding budgeted capital related to the Waterlink expansion and alternative water source, the Capital Reserve account has met its targeted level.

- The O&M and General Account have balances of $13.1 million and $5.4 million, respectively.

cc: Chairman and Commissioners


Water Usage (in gallons)
3,500,000,000
3,000,000,000
2,500,000,000
2,000,000,000
1,500,000,000
1,000,000,000
500,000,000
0
May
Jun
Jul
Aug
Sept
Oct
Nov
Dec
Jan
Feb
Mar
Apr
2023-24
2024-25
2025-26

DuPage Water Commission

Summary of Specific Account Target and Summary of Net Assets

July 31, 2025

Revenue Bond Ordinance Accounts and Commission Policy Reserves	Account / Reserve Assets Balance (1)	Offsetting Liabilities	Year-End Specific Account Target	Status
Operations and Maintenance Account (2)	$ 13,082,749.11	$ 17,632,300.13		Negative Net Assets
General Account	$ 5,354,007.29	$ -		Positive Net Assets
Operating Reserve	$ 53,663,398.87		$ 52,580,083.00	Target Met
Capital Reserve	$ 50,545,318.40		$ 90,884,574.86	Not Fully Funded
L-T Water Capital Reserve	$ 28,508,573.78		$ 28,825,000.00	Not Fully Funded
Waterlink Escrow	$ 33,941,837.99	$ 33,941,837.99		Positive Net Assets
	$ 185,095,885.44	$ 51,574,138.12	$ 172,289,657.86	$ (38,767,910.54)

Total Net Assets - All Commission Accounts	
Restricted	$ -
Unrestricted	$ 163,945,515.06
Invested in Capital Assets, net	$ 397,691,258.21
Total	$ 561,636,773.27

(1) Includes Interest Receivable

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

DuPage Water Commission

Board Balance Sheet
Account Summary
As Of 07/31/2025

	Current Year Balance	Prior Year Balance	Variance Favorable / (Unfavorable)
Fund: 01 - WATER FUND			
Assets			
Level1: 10 - CURRENT ASSETS			
110 - CASH	12,913,784.81	7,055,174.32	5,858,610.49
120 - INVESTMENTS	171,233,117.77	141,133,248.56	30,099,869.21
131 - WATER SALES	21,003,887.42	20,521,932.06	481,955.36
132 - INTEREST RECEIVABLE	948,982.86	621,215.25	327,767.61
134 - OTHER RECEIVABLE	69,348.86	-5,297,648.01	5,366,996.87
135 - LOAN RECEIVABLE - CURRENT	242,390.08	238,130.11	4,259.97
150 - INVENTORY	310,110.00	187,254.00	122,856.00
155 - PREPAIDS	487,983.24	352,567.29	135,415.95
Total Level1 10 - CURRENT ASSETS:	**207,209,605.04**	**164,811,873.58**	**42,397,731.46**
Level1: 17 - NONCURRENT ASSETS			
170 - FIXED ASSETS	625,742,300.54	618,943,624.45	6,798,676.09
175 - LESS: ACCUMULATED DEPRECIATION	-241,886,192.69	-232,253,624.71	-9,632,567.98
180 - CONSTRUCTION IN PROGRESS	13,835,150.36	16,280,435.80	-2,445,285.44
190 - LONG-TERM ASSETS	10,016,373.00	10,978,364.02	-961,991.02
Total Level1 17 - NONCURRENT ASSETS:	**407,707,631.21**	**413,948,799.56**	**-6,241,168.35**
Total Assets:	**614,917,236.25**	**578,760,673.14**	**36,156,563.11**
Liability			
Level1: 21 - CURRENT LIABILITIES			
210 - ACCOUNTS PAYABLE	14,214,925.90	13,041,194.87	-1,173,731.03
211 - OTHER CURRENT LIABILITIES	626,069.87	1,336,877.74	710,807.87
225 - ACCRUED PAYROLL LIABILITIES	260,674.66	225,818.24	-34,856.42
226 - ACCRUED VACATION	504,935.89	354,921.99	-150,013.90
250 - CONTRACT RETENTION	934,574.86	1,111,687.77	177,112.91
251 - CUSTOMER DEPOSITS	35,967,531.80	5,898,758.80	-30,068,773.00
Total Level1 21 - CURRENT LIABILITIES:	**52,508,712.98**	**21,969,259.41**	**-30,539,453.57**
Level1: 25 - NONCURRENT LIABILITIES			
297 - POST EMPLOYMENT BENEFITS LIABILITIES	771,750.00	848,174.00	76,424.00
Total Level1 25 - NONCURRENT LIABILITIES:	**771,750.00**	**848,174.00**	**76,424.00**
Total Liability:	**53,280,462.98**	**22,817,433.41**	**-30,463,029.57**
Equity			
Level1: 30 - EQUITY			
300 - EQUITY	559,861,501.96	555,080,706.82	4,780,795.14
Total Level1 30 - EQUITY:	**559,861,501.96**	**555,080,706.82**	**4,780,795.14**
Total Beginning Equity:	**559,861,501.96**	**555,080,706.82**	**4,780,795.14**
Total Revenue	45,778,647.78	42,074,490.18	3,704,157.60
Total Expense	44,003,376.47	41,211,957.27	-2,791,419.20
Revenues Over/(Under) Expenses	**1,775,271.31**	**862,532.91**	**912,738.40**
Total Equity and Current Surplus (Deficit):	**561,636,773.27**	**555,943,239.73**	**5,693,533.54**
Total Liabilities, Equity and Current Surplus (Deficit):	**614,917,236.25**	**578,760,673.14**	**36,156,563.11**

Monthly & YTD Budget Report

...	...	July 2025-2026 Budget	July 2025-2026 Activity	2025-2026 Seasonal YT...	2025-2026 YTD Activity	Seasonal Percent Used	2025-2026 Total Budget	Total Percent Used
01 - WATER FUND								
Revenue								
510 - WATER SERVICE								
								% of Year Completed: 25%
01-511100	O&M PAYMENTS- GOVERNMENTAL	-15,084,564.30	-15,096,901.20	-41,107,224.99	-43,222,808.72	105%	-142,981,652.20	30%
01-511200	O&M PAYMENTS- PRIVATE	-339,325.47	-317,091.80	-924,702.10	-946,217.80	102%	-3,216,355.20	29%
01-514100	EMERGENCY WATER SERVICE- GOV	-1,231.00	0.00	-3,693.00	0.00	0%	-24,620.00	0%
510 - WATER SERVICE Totals:		-15,425,120.77	-15,413,993.00	-42,035,620.09	-44,169,026.52	105%	-146,222,627.40	30%
520 - TAXES								
								% of Year Completed: 25%
01-530010	SALES TAXES - WATER REVENUE	0.00	-17,355.03	0.00	-49,986.39	0%	0.00	0%
520 - TAXES Totals:		0.00	-17,355.03	0.00	-49,986.39	0%	0.00	0%
540 - OTHER INCOME								
								% of Year Completed: 25%
01-581000	INVESTMENT INCOME	-208,250.00	-503,158.28	-624,750.00	-1,486,476.38	238%	-2,500,000.00	59%
01-582000	INTEREST INCOME	-14,766.91	-44,854.43	-44,300.73	-44,854.43	101%	-177,273.88	25%
01-590000	OTHER INCOME	0.00	-5,900.00	0.00	-28,304.06	0%	0.00	0%
540 - OTHER INCOME Totals:		-223,016.91	-553,912.71	-669,050.73	-1,559,634.87	233%	-2,677,273.88	58%
Revenue Totals:		**-15,648,137.68**	**-15,985,260.74**	**-42,704,670.82**	**-45,778,647.78**	**107%**	**-148,899,901.28**	**31%**

...	...	July 2025-2026 Budget	July 2025-2026 Activity	2025-2026 Seasonal YT...	2025-2026 YTD Activity	Seasonal Percent Used	2025-2026 Total Budget	Total Percent Used
Expense								
610 - PERSONNEL SERVICES								
							% of Year Completed: 25%	
01-60-611100	ADMIN SALARIES	162,416.00	168,230.85	505,925.84	497,169.03	98%	2,030,200.00	24%
01-60-611200	OPERATIONS SALARIES	203,360.00	192,124.33	610,576.00	581,842.31	95%	2,480,000.00	23%
01-60-611300	SUMMER INTERNS	11,520.00	0.00	34,560.00	0.00	0%	36,000.00	0%
01-60-611600	ADMIN OVERTIME	616.67	222.74	1,849.97	545.23	29%	7,400.00	7%
01-60-611700	OPERATIONS OVERTIME	32,974.08	28,514.46	97,454.08	75,907.59	78%	396,800.00	19%
01-60-612100	PENSION	24,346.25	14,094.37	73,038.75	41,179.12	56%	292,272.00	14%
01-60-612200	MEDICAL/LIFE BENEFITS	77,564.60	70,352.78	234,975.12	205,160.04	87%	1,140,656.00	18%
01-60-612300	FEDERAL PAYROLL TAXES	31,053.85	28,180.57	92,858.59	83,175.97	90%	378,705.60	22%
01-60-612800	STATE UNEMPLOYMENT	1,166.66	0.00	3,499.98	0.00	0%	14,000.00	0%
01-60-613100	TRAVEL	950.00	820.09	2,850.00	1,729.07	61%	11,400.00	15%
01-60-613200	TRAINING	6,345.83	2,644.92	19,037.49	4,346.92	23%	76,150.00	6%
01-60-613301	CONFERENCES	5,108.33	0.00	15,324.99	995.00	6%	61,300.00	2%
01-60-613302	TUITION REIMBURSEMENT	1,250.00	0.00	3,750.00	0.00	0%	15,000.00	0%
01-60-619100	OTHER PERSONNEL COSTS	1,933.33	273.00	5,799.99	423.00	7%	23,200.00	2%
610 - PERSONNEL SERVICES Totals:		560,605.60	505,458.11	1,701,500.80	1,492,473.28	88%	6,963,083.60	21%
620 - CONTRACT SERVICES								
							% of Year Completed: 25%	
01-60-621000	WATER CONSERVATION/PROMOTIO	1,083.33	0.00	3,249.99	0.00	0%	13,000.00	0%
01-60-623300	TRUST SERVICES & BANK CHARGE	15,493.80	11,111.48	46,481.40	34,361.59	74%	186,000.00	18%
01-60-625100	LEGAL SERVICES- GENERAL	6,666.66	13,491.40	19,999.98	30,227.25	151%	80,000.00	38%
01-60-625300	LEGAL SERVICES- SPECIAL	6,666.66	9,941.60	19,999.98	11,707.65	59%	80,000.00	15%
01-60-625800	LEGAL NOTICES	1,416.66	0.00	4,249.98	253.00	6%	17,000.00	1%
01-60-626000	AUDIT SERVICES	3,500.00	0.00	24,500.00	28,000.00	114%	35,000.00	80%
01-60-628000	CONSULTING SERVICES	46,239.83	99,072.49	138,719.49	134,350.53	97%	555,100.00	24%
01-60-629000	CONTRACTUAL SERVICES	77,515.00	85,322.41	232,545.00	202,862.76	87%	930,180.00	22%
620 - CONTRACT SERVICES Totals:		158,581.94	218,939.38	489,745.82	441,762.78	90%	1,896,280.00	23%
640 - INSURANCE								
							% of Year Completed: 25%	
01-60-641100	GENERAL LIABILITY INSURANCE	14,083.33	8,724.58	42,249.99	26,173.74	62%	169,000.00	15%
01-60-641200	PUBLIC OFFICIAL LIABILITY	2,025.00	1,588.17	6,075.00	4,764.51	78%	24,300.00	20%
01-60-641500	WORKER'S COMPENSATION	13,750.00	15,259.00	41,250.00	39,605.00	96%	165,000.00	24%
01-60-641600	EXCESS LIABILITY COVERAGE	8,333.33	6,530.50	24,999.99	19,591.50	78%	100,000.00	20%
01-60-642100	PROPERTY INSURANCE	47,500.00	41,114.00	142,500.00	123,342.04	87%	570,000.00	22%
01-60-642200	AUTOMOBILE INSURANCE	3,750.00	2,906.42	11,250.00	8,719.26	78%	45,000.00	19%
01-60-649100	SELF INSURANCE PROPERTY	8,333.33	0.00	24,999.99	0.00	0%	100,000.00	0%
640 - INSURANCE Totals:		97,774.99	76,122.67	293,324.97	222,196.05	76%	1,173,300.00	19%

...	...	July 2025-2026 Budget	July 2025-2026 Activity	2025-2026 Seasonal YT...	2025-2026 YTD Activity	Seasonal Percent Used	2025-2026 Total Budget	Total Percent Used
650 - OPERATIONAL SUPPORT SRVS								
								% of Year Completed: 25%
01-60-651200	GENERATOR DIESEL FUEL	9,375.00	0.00	28,125.00	35,856.74	127%	112,500.00	32%
01-60-651300	NATURAL GAS	2,748.90	-854.81	8,246.70	1,645.19	20%	33,000.00	5%
01-60-651401	TELEPHONE	6,321.66	6,581.69	18,964.98	14,960.79	79%	75,860.00	20%
01-60-651403	RADIOS	2,207.45	18,816.00	6,622.35	18,816.00	284%	26,500.00	71%
01-60-651404	REPAIRS & EQUIPMENT	383.33	0.00	1,149.99	0.00	0%	4,600.00	0%
01-60-652100	OFFICE SUPPLIES	2,541.66	987.07	7,624.98	3,490.86	46%	30,500.00	11%
01-60-652200	BOOKS & PUBLICATIONS	837.50	53.96	2,512.50	5,532.77	220%	10,050.00	55%
01-60-653100	PRINTING- GENERAL	808.33	559.80	2,424.99	934.86	39%	9,700.00	10%
01-60-653200	POSTAGE & DELIVERY	533.33	201.34	1,599.99	1,165.93	73%	6,400.00	18%
01-60-654000	PROFESSIONAL DUES	1,868.75	9,070.00	5,606.25	14,033.00	250%	22,425.00	63%
01-60-655000	REPAIRS & MAINT- OFFICE EQUI	734.70	807.82	2,204.10	1,816.48	82%	8,820.00	21%
01-60-656000	REPAIRS & MAINT- BLDGS & GRN	22,000.00	11,025.37	66,000.00	53,234.30	81%	264,000.00	20%
01-60-659000	COMPUTER SOFTWARE/LICENSING	16,905.73	11,097.53	50,717.19	20,910.36	41%	202,950.00	10%
01-60-659100	OTHER ADMINISTRATIVE EXPENSE	1,666.00	1,067.63	4,998.00	3,945.56	79%	20,000.00	20%
650 - OPERATIONAL SUPPORT SRVS Totals:		68,932.34	59,413.40	206,797.02	176,342.84	85%	827,305.00	21%
660 - WATER OPERATION								
								% of Year Completed: 25%
01-60-661101	WATER BILLING	13,378,702.77	13,333,050.39	36,458,550.20	37,714,145.67	103%	126,812,348.56	30%
01-60-661102	ELECTRICITY	232,100.00	93,640.18	632,500.00	410,187.60	65%	2,200,000.00	19%
01-60-661103	OPERATIONS & MAINTENANCE	65,000.00	50,000.00	195,000.00	142,826.35	73%	780,000.00	18%
01-60-661104	MAJOR MAINTENANCE	37,500.00	0.00	112,500.00	23,355.88	21%	450,000.00	5%
01-60-661201	PUMP STATION	290,125.00	240,899.19	790,625.00	528,411.80	67%	2,750,000.00	19%
01-60-661202	METER STATION, ROV, TANK SITE	21,140.00	4,103.29	57,540.00	9,978.28	17%	200,000.00	5%
01-60-661300	WATER CHEMICALS	4,825.00	0.00	14,475.00	3,433.42	24%	57,900.00	6%
01-60-661400	WATER QUALITY TESTING	9,916.66	1,928.60	29,749.98	29,854.85	100%	119,000.00	25%
01-60-662100	PUMPING SERVICES	67,441.66	105,517.50	202,324.98	108,749.34	54%	809,300.00	13%
01-60-662200	INSTRUMENTATION	5,810.17	222.36	17,430.51	2,052.22	12%	69,750.00	3%
01-60-662300	METER TESTING & REPAIRS	4,583.33	3,210.22	13,749.99	3,210.22	23%	55,000.00	6%
01-60-662400	SCADA	1,491.07	159.20	4,473.21	316.40	7%	17,900.00	2%
01-60-662500	EQUIPMENT RENTAL	1,332.80	0.00	3,998.40	0.00	0%	16,000.00	0%
01-60-662600	UNIFORMS	2,165.80	793.94	6,497.40	2,233.42	34%	26,000.00	9%
01-60-662700	SAFETY	15,008.33	10,358.40	45,024.99	12,722.22	28%	180,100.00	7%
01-60-663100	PIPELINE REPAIRS	112,500.00	21,816.80	337,500.00	59,640.19	18%	1,350,000.00	4%
01-60-663200	CORROSION TESTING & MITIGATION	25,000.00	1,380.00	75,000.00	75,319.46	100%	300,000.00	25%
01-60-663300	REMOTE FACILITIES MAINTENANCE	23,157.40	19,030.49	69,472.20	52,908.13	76%	278,000.00	19%
01-60-663400	PLAN REVIEW- PIPELINE CONFLI	7,746.90	7,335.56	23,240.70	7,335.56	32%	93,000.00	8%
01-60-663700	PIPELINE SUPPLIES	10,000.00	448.53	30,000.00	25,868.83	86%	120,000.00	22%
01-60-664000	MACHINERY & EQUIP- NON CAP	3,431.96	0.00	10,295.88	2,168.00	21%	41,200.00	5%

...	...	July 2025-2026 Budget	July 2025-2026 Activity	2025-2026 Seasonal YT...	2025-2026 YTD Activity	Seasonal Percent Used	2025-2026 Total Budget	Total Percent Used
01-60-664100	REPAIRS & MAINT- VEHICLES	3,651.66	216.06	10,954.98	4,280.35	39%	43,820.00	10%
01-60-664200	FUEL- VEHICLES	3,750.00	1,924.75	11,250.00	7,678.43	68%	45,000.00	17%
01-60-664300	LICENSES- VEHICLES	275.00	0.00	825.00	0.00	0%	3,300.00	0%
660 - WATER OPERATION Totals:		14,326,655.51	13,896,035.46	39,152,978.42	39,226,676.62	100%	136,817,618.56	29%
680 - LAND & LAND RIGHTS								
							% of Year Completed: 25%	
01-60-681000	LEASES	83.33	0.00	249.99	0.00	0%	1,000.00	0%
01-60-682000	PERMITS & FEES	708.33	0.00	2,124.99	3,058.36	144%	8,500.00	36%
680 - LAND & LAND RIGHTS Totals:		791.66	0.00	2,374.98	3,058.36	129%	9,500.00	32%
685 - CAPITAL EQUIP / DEPREC								
							% of Year Completed: 25%	
01-60-685100	COMPUTERS	6,164.20	227.24	18,492.60	6,292.73	34%	74,000.00	9%
01-60-685200	OFFICE FURNITURE & EQUIPMT	0.00	0.00	20,000.00	0.00	0%	20,000.00	0%
01-60-685600	MACHINERY & EQUIPMENT	0.00	0.00	70,000.00	0.00	0%	70,000.00	0%
01-60-685800	CAPITALIZED EQUIP	0.00	0.00	-90,000.00	0.00	0%	-90,000.00	0%
01-60-686000	VEHICLES	0.00	0.00	80,000.00	0.00	0%	80,000.00	0%
01-60-686800	CAPITALIZED VEHICLE PURCHASES	0.00	0.00	-80,000.00	0.00	0%	-80,000.00	0%
01-60-692000	DEPRECIATION- TRANS MAINS	425,000.00	403,227.88	1,275,000.00	1,209,683.65	95%	5,100,000.00	24%
01-60-693000	DEPRECIATION- BUILDINGS	291,550.00	263,883.73	874,650.00	792,095.48	91%	3,500,000.00	23%
01-60-694000	DEPRECIATION-PUMPING EQUIPME	158,270.00	126,436.05	474,810.00	379,308.12	80%	1,900,000.00	20%
01-60-695200	DEPRECIATION- OFFICE FURN &	14,994.00	4,703.85	44,982.00	14,111.52	31%	180,000.00	8%
01-60-696000	DEPRECIATION- VEHICLES	16,326.80	13,125.02	48,980.40	39,375.04	80%	196,000.00	20%
685 - CAPITAL EQUIP / DEPREC Totals:		912,305.00	811,603.77	2,736,915.00	2,440,866.54	89%	10,950,000.00	22%
710 - CONSTRUCTION IN PROGRESS								
							% of Year Completed: 25%	
01-60-722200	DPPS BUILDINGS REHAB & MAINT	0.00	0.00	300,000.00	3,788.80	1%	300,000.00	1%
01-60-722202	DPPS VALVE REPLACEMENT	0.00	0.00	600,000.00	12,888.33	2%	600,000.00	2%
01-60-741000	REMOTE FACILITIES REHAB & MAINT	0.00	0.00	150,000.00	0.00	0%	150,000.00	0%
01-60-751000	TRANSMISSION MAINS	0.00	0.00	20,000,000.00	0.00	0%	20,000,000.00	0%
01-60-751200	CATHODIC PROTECTION	0.00	0.00	500,000.00	0.00	0%	500,000.00	0%
01-60-771000	VALVE REHAB & REPLACEMENT	0.00	0.00	500,000.00	0.00	0%	500,000.00	0%
01-60-771100	METER REPLACEMENT	0.00	2,325.00	150,000.00	2,325.00	2%	150,000.00	2%
01-60-771200	CONDITION ASSESSMENT	0.00	0.00	520,000.00	0.00	0%	520,000.00	0%
01-60-771700	REPLACEMENT OF SCADA SYSTEM	0.00	59,321.70	4,450,000.00	177,417.01	4%	4,450,000.00	4%
01-60-772500	ALTERNATIVE WATER SOURCE	0.00	55,633.44	5,000,000.00	82,263.44	2%	5,000,000.00	2%
01-60-798000	CAPITALIZED FIXED ASSETS	0.00	-117,280.14	-32,170,000.00	-278,682.58	1%	-32,170,000.00	1%
710 - CONSTRUCTION IN PROGRESS Totals:		0.00	0.00	0.00	0.00	0%	0.00	0%

...	...	July 2025-2026 Budget	July 2025-2026 Activity	2025-2026 Seasonal YT...	2025-2026 YTD Activity	Seasonal Percent Used	2025-2026 Total Budget	Total Percent Used
850 - ESCROW FUNDED CONSTRUCTION								
								% of Year Completed: 25%
01-80-850001	METERING STATION	0.00	0.00	3,250,000.00	0.00	0%	3,250,000.00	0%
01-80-852001	AQUA ILLINOIS	0.00	0.00	2,000,000.00	468.00	0%	2,000,000.00	0%
01-80-852010	MONTGOMERY/OSWEGO/YORKVILL	0.00	628,694.61	199,500,000.00	766,575.49	0%	199,500,000.00	0%
01-80-899000	CONTRIBUTED/CAPITALIZED FIXED A	0.00	-628,694.61	-204,750,000.00	-767,043.49	0%	-204,750,000.00	0%
850 - ESCROW FUNDED CONSTRUCTION Totals:		0.00	0.00	0.00	0.00	0%	0.00	0%
Expense Totals:		**16,125,647.04**	**15,567,572.79**	**44,583,637.01**	**44,003,376.47**	**99%**	**158,637,087.16**	**28%**
01 - WATER FUND Totals:		**477,509.36**	**-417,687.95**	**1,878,966.19**	**-1,775,271.31**	**-94%**	**9,737,185.88**	**-18%**

Resolution #: RFBA

Account: 01-60-662100

Approvals: *Author / Manager / Finance / Admin*

RCB RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 8/14/2025

Description: **Travel for two (2) Commission Employees TBD for Factory Valve QA/QC Testing for High Lift Pump Cone Valve Rebuilds in York Pennsylvania, at an Estimated Cost of $3,000, and Travel for One (1) Senior Instrumentation Technician to Attend Cathodic Protection Tester Certification Training in Houston, Texas, at an Estimated Cost of $5,550**

Agenda Section: Administration Committee

Originating Department: Administration

(1) 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 valves scheduled for reconditioning. The program is budgeted in the FY-25/26 budget, and the intention is to carry through this program for the next several fiscal years.

(2) The Cathodic Protection Tester certification (CP-1) is designed for individuals responsible for observing, recording, or measuring the effectiveness of cathodic protection (CP) systems. It also addresses field personnel functions and is an entry into the cathodic protection profession. A Senior Instrumentation Technician job description includes the desirable skill of observing, recording, or measuring the effectiveness of cathodic protection (CP) systems. A certification test be administered following the training program.

Dates	Location/Event Description	Attendees	Budgeted/Estimated Expenditure
TBD	(1) Factory Valve Testing for High Lift Pump Cone Valve Rebuilds – York Pennsylvania	[redacted], Manager of Water Operations [redacted] Pipeline/Remote Facilities Coordinator	Estimated at $3,000 (includes Lodging/Transportation and per diems for 2 individuals)
October 20-24, 2025	(2) Cathodic Protection CP-1 Certification Course – Houston TX.	[redacted] Senior Instrumentation Technician	Estimated at $5,550 (includes Registration/Lodging/Transportation and per diems)

Recommended Motion:

To authorize Business-Related Travel Expenses for two (2) Commission Employees TBD for Factory Valve QA/QC Testing for High Lift Pump Cone Valve Rebuilds in York Pennsylvania, at an estimated cost of $3,000 and for one (1) Senior Instrumentation Technician to attend Cathodic Protection Tester Certification Classes in Houston Texas at an estimated cost of $5,550, as included in the FY-25/26 Management Budget and as listed above.

DUPAGE WATER COMMISSION
OVERNIGHT/OUT OF STATE TRAVEL REQUEST

Request Date	August 14, 2025
Name of Attendee	
Job Title	Manager of Water Operations
Department	Administration
Purpose of Travel>	Factory Witness Testing of Re-built High-Lift Pump Control Valve
Destination	York, Pennsylvania
Date of Departure	TBD
Date of Return	TBD

Please indicate the estimated amount for each applicable expense:

Air Fare:	$750.00
Rental Car:	$250.00
Other Transportation (Mileage/Parking/Shuttles/Taxi/Rideshare):	$0.00
Lodging:	$320.00
Registration (including reference materials):	$0.00
Meals and Tips:	$150.00
*Miscellaneous (describe below):	
Total Estimated Expense:	$1,470.00

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

Recommendations for Approval:

Department Head:		Date:	August 14, 2025

DUPAGE WATER COMMISSION
OVERNIGHT/OUT OF STATE TRAVEL REQUEST

Request Date	August 14, 2025
Name of Attendee	
Job Title	Pipeline and Remote Facilities Coordinator
Department	Pipeline and Remote Facilities
Purpose of Travel>	Factory Witness Testing of Re-built High-Lift Pump Control Valve
Destination	York, Pennsylvania
Date of Departure	TBD
Date of Return	TBD

Please indicate the estimated amount for each applicable expense:

Air Fare:	$750.00
Rental Car:	$0.00
Other Transportation (Mileage/Parking/Shuttles/Taxi/Rideshare):	$0.00
Lodging:	$320.00
Registration (including reference materials):	$0.00
Meals and Tips:	$150.00
*Miscellaneous (describe below):	
Total Estimated Expense:	$1,220.00

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

Recommendations for Approval:

Department Head:		Date:	August 14, 2025

DUPAGE WATER COMMISSION
OVERNIGHT/OUT OF STATE TRAVEL REQUEST

Request Date	August 14, 2025
Name of Attendee	
Job Title	Senior Instrumentation Technician
Department	Systems and Information Technology

Purpose of Travel>	The Cathodic Protection Tester certification (CP-1) is designed for individuals responsible for observing, recording, or measuring the effectiveness of cathodic protection (CP) systems. It also addresses field personnel functions and is an entry into the cathodic protection profession. A Senior Instrumentation Technician job description includes the desirable skill of observing, recording, or measuring the effectiveness of cathodic protection (CP) systems.

Destination	Houston, Texas
Date of Departure	October 20, 2025
Date of Return	October 25, 2025

Please indicate the estimated amount for each applicable expense:	
Air Fare:	$500.00
Rental Car:	$550.00
Other Transportation (Mileage/Parking/Shuttles/Taxi/Rideshare):	$0.00
Lodging:	$700.00
Registration (including reference materials):	$3,500.00
Meals and Tips:	$300.00
*Miscellaneous (describe below):	
Total Estimated Expense:	$5,550.00

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

Recommendations for Approval:

Department Head:		Date:	August 14, 2025

DuPage Water Commission
30 YEARS OF SERVICE
Pure. Essential. Stewardship.

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: 7/10/2025

Subject: Status of Operations, Engineering and Construction

Operations Overview

The Commission's sales for June 2025 were a total of 2.59 billion gallons. This represents an average daily demand of 86.4 million gallons per day (MGD), which is higher than the June 2024 average day demand of 82.4 MGD. The maximum day demand was 98.1 MGD, recorded on June 23, 2025, which is lower than the June 2024 maximum day demand of 102.5 MGD. The minimum day flow was 73.3 MGD.

The recorded total precipitation for June 2025 was 3.63 inches compared to 3.10 inches for June 2024. The level of Lake Michigan for June 2025 is 578.81 (Feet International Great Lakes Datum (IGLD) 1985) compared to 579.59 (Feet IGLD 1985) for June 2024.

DuPage Operations & Instrumentation Maintenance and Construction Overview

High Lift Pump Motor (HLP) No. 3 was repaired at the motor repair shop and reinstalled. Staff are experiencing start-up issues when the motor is turned on. Staff are coordinating on-site manufacturer service to assist with motor setpoint adjustments, start-up, and testing.

HLP No. 9 Pump Control Cone Valve was removed and shipped out for rebuilding. Upon successful factory testing and 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.

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

City of Chicago Water Treatment Modifications

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

Lexington Operations and Maintenance Overview

Proposals for potential installation of vibration analysis instrumentation have been received from vendors and Quick-Response Electrical contractors and are currently under review by the Chicago Department of Water Management and may be brought forth for Board consideration at a future Commission meeting.

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

Alternate Water Source

The Technical Advisory Team; Consor, Woolpert and Raftelis, have commenced their investigations including engagement with potential entities regarding easement acquisition and bathymetry studies of Lake Michigan, which is scheduled to take place this summer. The first of many workshops was held on June 26th with attendance of various stakeholders. A status report for the month of June is attached.

Pipeline & Remote Facilities Maintenance Overview

Pipeline and Remote Facilities staff continue to inspect Remote Facilities and perform the annual air release inspection program.

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

Pipeline and Remote Facilities staff perform maintenance and repairs on rectifiers installed on DWC distribution system.

SCADA & Information Technology Overview

The SCADA Replacement Project (Contract PSD-9/21) is ongoing. The DWC campus control panel replacement has been completed, with the site acceptance testing also having been completed. Commission and Concentric staff are continuing to work on communication configuration and stress testing with bench and field testing, anticipating the first remote site RTU replacement to start in August. Electrical improvements to remote sites are underway, completing improvements at remote sites included in the first batch to have their RTUs replaced. The inspection and maintenance of remote site antenna systems have been completed. The fiber duct bank installation as part of the fiber network upgrade for the DWC campus has been completed. Staff will now transition to the replacement of the fiber runs throughout the campus and commissioning the new fiber optic panels. The access control punch list items have also been completed.

The annual Customer Meter Testing Program is ongoing and is approximately 30% complete.

Engineering & Capital Improvement Program Overview

Design of a Joint Facility (Metering Station and Pressure Adjusting Station) at Lombard's fifth connection point continues, with design engineering to be completed in the coming weeks.

Cathodic Protection Improvement efforts also continue, with design work for rectifier and ribbon anode improvements on the south and outer belt transmission pipelines remaining under development.

WaterLink Communities (Montgomery/Oswego/Yorkville)

The Phase II engineering effort remains ongoing and is approximately 88% complete. Permit submittals continue to be coordinated, with all review comments assessed and incorporated as necessary into the design drawings by the design team. Coordination with ComEd continues to move forward and has recently yielded draft language of their license agreement language as well as review comments of the proposed pipe alignment. The license agreement language has been reviewed by staff and the Commission attorney and negotiations are underway. The design team is also working to address all review comments by ComEd and incorporate the necessary changes into the design plans.

The corrosion control treatment study, performed by the Cornwell Engineering Group, continues to move forward with positive results. This study is required by the IEPA and 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 multiple related ordinances to appear on the August Board meeting agenda. These items will likely include both Phase I and Phase II approvals, seeking authority to negotiate with the associated property owners and make final compensatory offers, respectively.

Construction Engineering contracts for all pipeline construction packages were recently approved at the June Board meeting. In August, staff is tentatively planning to propose a contract for approval for the Construction Engineering effort associated with the construction of the seven metering stations. Similar to the other Construction Engineering contracts recently approved, this firm was also selected through the qualifications-based selection (QBS) process.

The Book Road bid package was recently advertised, with bids opened on Tuesday, July 1st. A total of three bids were received, with the apparent low bidder being a joint venture between D. Construction, Inc. and Benchmark Construction Co., Inc. Staff is currently working with the design team to verify that all bid requirements have been met as well as to work through a Value Engineering effort to optimize the project scope and minimize project costs wherever feasible, based on the bid received. Award of a construction contract for this work is anticipated at the August Board meeting.

Attachments

1. DuPage Laboratory Bench Sheets for June 2025
2. Water Sales Analysis 01-May-2020 to 30-June-2025
3. WaterLink Status Report

DU PAGE WATER COMMISSION
WATER SALES ANALYSIS 01-May-92 TO 30-Jun-25

PER DAY AVERAGE 77,787,757

MONTH	SALES TO CUSTOMERS (GALLONS)	PURCHASES FROM CHICAGO (GALLONS)	GALLONS BILLED %	BILLINGS TO CUSTOMERS	BILLINGS FROM CHICAGO	DOCUMENTED COMMISSION WATER USE (2)	DOCUMENTED COMMISSION WATER USE %	TOTAL ACCOUNTED FOR %	DWC OPER. & MAINT. RATE (3)	CHGO RATE
May-22	2,276,513,000	2,344,221,635	97.11%	$11,792,337.34	$9,648,816.25	5,698,667	0.24%	97.35%	$5.18	$4.116
Jun-22	2,682,480,000	2,772,533,130	96.75%	$13,895,246.40	$11,982,888.19	690,925	0.02%	96.78%	$5.18	$4.322
Jul-22	2,804,661,000	2,892,532,635	96.96%	$14,528,143.98	$12,501,526.05	883,858	0.03%	96.99%	$5.18	$4.322
Aug-22	2,688,224,000	2,772,533,130	96.96%	$13,925,000.32	$11,982,888.19	906,806	0.03%	96.99%	$5.18	$4.322
Sep-22	2,415,535,000	2,474,643,822	97.61%	$12,512,471.30	$10,695,410.60	1,021,063	0.04%	97.65%	$5.18	$4.322
Oct-22	2,153,410,000	2,220,050,683	97.00%	$11,154,663.80	$9,595,059.05	2,891,786	0.13%	97.13%	$5.18	$4.322
Nov-22	1,919,552,000	1,979,550,491	96.97%	$9,943,279.36	$8,555,617.22	1,008,092	0.05%	97.02%	$5.18	$4.322
Dec-22	2,071,113,000	2,123,449,660	97.54%	$10,728,365.34	$9,177,549.43	552,389	0.03%	97.56%	$5.18	$4.322
Jan-23	2,014,750,000	2,060,255,805	97.79%	$10,436,405.00	$8,904,425.59	337,423	0.02%	97.81%	$5.18	$4.322
Feb-23	1,835,597,000	1,883,158,917	97.47%	$9,508,392.46	$8,139,012.84	529,206	0.03%	97.50%	$5.18	$4.322
Mar-23	1,971,974,000	2,026,257,691	97.32%	$10,214,825.32	$8,757,453.41	306,690	0.02%	97.34%	$5.18	$4.322
Apr-23	1,962,197,000	2,010,451,747	97.60%	$10,164,180.46	$8,689,172.45	349,596	0.02%	97.62%	$5.18	$4.322
May-23	2,474,377,000	2,540,440,833	97.40%	$13,336,892.03	$10,979,785.28	684,441	0.03%	97.43%	$5.39	$4.322
Jun-23	2,971,436,000	3,043,540,086	97.63%	$16,016,040.04	$13,814,628.45	678,930	0.02%	97.65%	$5.39	$4.539
Jul-23	2,567,425,000	2,639,887,376	97.26%	$13,838,420.75	$11,982,448.80	1,047,600	0.04%	97.29%	$5.39	$4.539
Aug-23	2,708,945,000	2,773,069,509	97.69%	$14,601,213.55	$12,586,962.50	832,992	0.03%	97.72%	$5.39	$4.539
Sep-23	2,406,858,000	2,471,708,096	97.38%	$12,972,964.62	$11,219,083.05	753,904	0.03%	97.41%	$5.39	$4.539
Oct-23	2,071,291,000	2,116,545,770	97.86%	$11,164,258.49	$9,607,001.25	1,034,131	0.05%	97.91%	$5.39	$4.539
Nov-23	1,902,725,000	1,957,768,374	97.19%	$10,255,687.75	$8,886,310.65	809,342	0.04%	97.23%	$5.39	$4.539
Dec-23	1,972,754,000	2,031,158,416	97.12%	$10,633,144.06	$9,219,428.05	2,329,064	0.11%	97.24%	$5.39	$4.539
Jan-24	2,058,390,000	2,131,445,175	96.57%	$11,094,722.10	$9,674,663.60	730,427	0.03%	96.61%	$5.39	$4.539
Feb-24	1,868,175,000	1,916,869,806	97.46%	$10,069,463.25	$8,700,672.05	268,834	0.01%	97.47%	$5.39	$4.539
Mar-24	1,927,795,000	1,971,770,225	97.77%	$10,390,815.05	$8,949,831.10	340,529	0.02%	97.79%	$5.39	$4.539
Apr-24	1,951,120,000	1,992,959,991	97.90%	$10,516,536.80	$9,046,045.40	426,636	0.02%	97.92%	$5.39	$4.539
May-24	2,285,252,000	2,331,031,384	98.04%	$12,751,706.16	$10,580,551.45	964,148	0.04%	98.08%	$5.58	$4.539
Jun-24	2,558,136,000	2,613,555,125	97.88%	$14,274,398.88	$12,265,414.20	669,121	0.03%	97.91%	$5.58	$4.693
Jul-24	2,577,734,000	2,637,750,416	97.72%	$14,383,755.72	$12,378,962.70	5,976,667	0.23%	97.95%	$5.58	$4.693
Aug-24	2,723,982,000	2,791,119,391	97.59%	$15,199,819.56	$13,098,723.30	5,570,100	0.20%	97.79%	$5.58	$4.693
Sep-24	2,607,811,000	2,668,243,213	97.74%	$14,551,585.38	$12,522,065.40	887,220	0.03%	97.77%	$5.58	$4.693
Oct-24	2,256,800,000	2,311,304,709	97.64%	$12,592,944.00	$10,846,953.00	715,430	0.03%	97.67%	$5.58	$4.693
Nov-24	1,872,414,000	1,918,174,238	97.61%	$10,448,070.12	$9,001,956.60	517,416	0.03%	97.64%	$5.58	$4.693
Dec-24	2,003,025,000	2,053,944,598	97.52%	$11,176,879.50	$9,639,162.00	465,013	0.02%	97.54%	$5.58	$4.693
Jan-25	2,084,797,000	2,142,229,363	97.32%	$11,633,167.26	$10,053,482.40	295,500	0.01%	97.33%	$5.58	$4.693
Feb-25	1,882,269,000	1,935,765,374	97.24%	$10,503,061.00	$9,084,546.90	225,910	0.01%	97.25%	$5.58	$4.693
Mar-25	1,991,703,000	2,037,452,909	97.75%	$11,113,702.74	$9,561,766.50	307,123	0.02%	97.77%	$5.58	$4.693
Apr-25	2,007,784,000	2,062,448,476	97.35%	$11,203,434.72	$9,679,070.70	4,167,787	0.20%	97.55%	$5.58	$4.693
May-25	2,375,691,000	2,438,182,271	97.44%	$13,779,007.80	$11,442,389.40	864,737	0.04%	97.47%	$5.80	$4.693
Jun-25	2,581,750,000	2,650,830,953	97.39%	$14,974,150.00	$12,938,705.88	1,033,008	0.04%	97.43%	$5.80	$4.881
TOTALS (1)	942,320,886,798	969,341,072,067	97.21%	$2,465,866,681.60	$2,173,192,347.83	894,168,150	0.09%	97.30%	$2.62	$2.242

(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										
Jun-24	4,843,388,000	4,944,586,509	97.95%	27,026,105	22,845,966				$5.58	$4.620
Jun-25	4,957,441,000	5,089,013,224	97.41%	28,753,158	24,381,095				$5.80	$4.791
	114,053,000	144,426,715		$1,727,053	$1,535,130					
	2.4%	2.9%		6.4%	6.7%					
Month										
Jun-24	2,558,136,000	2,613,555,125	97.88%	14,274,399	12,265,414				$5.58	$4.693
Jun-25	2,581,750,000	2,650,830,953	97.39%	14,974,150	12,938,706				$5.80	$4.881
	23,614,000	37,275,828		$699,751	$673,292					
	0.9%	1.4%		4.9%	5.5%					
June>May	206,059,000	212,648,682		1,195,142	1,496,316					

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

DATE	LEXINGTON P.S. SUPPLY			DUPAGE P.S. DISCHARGE							ANALYST INT.
	FREE Cl2 (mg/L)	TURBIDITY (ntu)	O-PO4 (mg/L)	FREE Cl2 (mg/L)	TURBIDITY (ntu)	TEMP (°F)	pH	Fluoride (mg/L)	O-PO4 (mg/L)	P.A.C. (LBS/MG)	
1	1.38	0.06	2.26	1.32	0.08	59	7.1	0.6	2.27	0	KD
2	1.33	0.05	2.25	1.33	0.06	60	7.0	0.6	2.24	0	JS
3	1.36	0.05	2.30	1.29	0.06	60	7.1	0.6	2.28	0	JS
4	1.38	0.05	2.29	1.26	0.08	59	7.1	0.7	2.31	0	KD
5	1.31	0.05	2.24	1.22	0.06	60	7.1	0.6	2.24	0	KD
6	1.33	0.05	2.24	1.19	0.07	60	7.1	0.6	2.51	0	KD
7	1.34	0.06	2.27	1.20	0.07	59	7.1	0.6	2.28	0	JS
8	1.38	0.05	2.26	1.26	0.06	59	7.1	0.6	2.26	0	RC
9	1.31	0.05	2.24	1.26	0.06	58	7.1	0.7	2.23	0	RC
10	1.31	0.05	2.24	1.29	0.06	60	7.1	0.7	2.28	0	KD
11	1.37	0.04	2.30	1.34	0.05	60	7.1	0.6	2.20	0	RC
12	1.41	0.05	2.35	1.33	0.05	61	7.1	0.6	2.34	0	RC
13	1.37	0.05	2.35	1.29	0.06	61	7.1	0.6	2.33	0	RC
14	1.39	0.06	2.36	1.27	0.07	62	7.1	0.6	2.50	0	KD
15	1.34	0.05	2.28	1.32	0.06	62	7.1	0.6	2.26	0	KD
16	1.15	0.05	2.24	1.17	0.06	63	7.1	0.6	2.31	0	KD
17	1.21	0.05	2.20	1.28	0.06	63	7.1	0.7	2.27	0	AM
18	1.30	0.06	2.17	1.24	0.07	63	7.0	0.6	2.37	0	KD
19	1.31	0.05	2.19	1.13	0.08	63	7.1	0.6	2.31	0	KD
20	1.24	0.06	2.27	1.13	0.07	63	7.1	0.6	2.49	0	KD
21	1.36	0.09	2.29	1.26	0.07	64	7.2	0.6	2.27	0	RC
22	1.28	0.08	2.21	1.17	0.09	64	7.2	0.7	2.25	0	RC
23	1.33	0.09	2.24	1.24	0.08	65	7.1	0.6	2.24	0	KD
24	1.16	0.05	2.25	1.31	0.06	65	7.0	0.6	2.26	0	KD
25	1.35	0.06	2.21	1.33	0.05	65	7.0	0.6	2.22	0	RC
26	1.47	0.06	2.21	1.38	0.06	64	7.1	0.6	2.17	0	RC
27	1.22	0.06	2.11	1.26	0.08	64	7.2	0.6	2.22	0	RC
28	1.29	0.06	2.29	1.28	0.09	65	7.1	0.7	2.30	0	AM
29	1.26	0.05	2.21	1.31	0.08	65	7.1	0.6	2.23	0	AM
30	1.36	0.06	2.27	1.27	0.06	65	7.1	0.7	2.36	0	RC
31											
AVG.	1.32	0.06	2.25	1.26	0.07	62	7.1	0.6	2.29	0	
MAX.	1.47	0.09	2.36	1.38	0.09	65	7.2	0.7	2.51	0	
MIN.	1.15	0.04	2.11	1.13	0.05	58	7.0	0.6	2.17	0	

[redacted] 7/7/25

Mike Weed, Operations Supervisor — Date
Illinois ROINC # 186860234

DuPage Water Commission
30 YEARS OF SERVICE
Pure. Essential. Stewardship.

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: 8/14/2025

Subject: Status of Operations, Engineering and Construction

Operations Overview

The Commission's sales for July 2025 were a total of 2.67 billion gallons. This represents an average daily demand of 86.1 million gallons per day (MGD), which is higher than the July 2024 average day demand of 80.8 MGD. The maximum day demand was 103.8 MGD, which is higher than the July 2024 maximum day demand of 89.0 MGD. The minimum day flow was 74.1 MGD. *Peak demand for July 2025 was 120.6 MGD recorded on July 3, 2025. Peak discharge flow rate* for July 2025 *was 127.4 MGD, recorded on July 3, 2025, at 08:18 AM*.

The recorded total precipitation for July 2025 was 4.29 inches compared to 5.71 inches for July 2024. The level of Lake Michigan for July 2025 is 579.00 (Feet International Great Lakes Datum (IGLD) 1985) compared to 579.40 (Feet IGLD 1985) for July 2024.

DuPage Operations & Instrumentation Maintenance and Construction Overview

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

HLP No. 9 Pump Control Cone Valve was successfully factory witness tested on August 7th and is scheduled for delivery on August 18th. Upon delivery, the refurbished valve will be inserted into the discharge of a HLP to be determined, and the removal of another valve will be scheduled upon approval of R-68-25 which appears on the agenda seeking authorization to continue the program with the next cone valve removal and refurbishment.

R-69-25 appears on the agenda to approve QRE10 Work Authorization Order No. 004 to Volt Electric for annual Infrared Electrical Scanning at DuPage Pump Station and at the Tank Site 1 pump station.

Staff continue to work with CDM Smith and Strand Associates to further evaluate the electrical issues with the medium voltage switchgear, controls and potential updating of high-lift pump motor monitoring and protective relays which are nearing the end of their useful life. R-70-25 appears on the agenda seeking approval of the 1st Amendment to Task Order No. 02 to add design services, construction assistance and testing services for the switchgear control improvements.

City of Chicago Water Treatment Modifications

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

Lexington Operations and Maintenance Overview

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

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

Alternate Water Source

The Technical Advisory Team; Consor, Woolpert and Raftelis, continue their tasks including engagement with potential entities regarding easement acquisition and bathymetry studies of Lake Michigan, which are underway. The second of many workshops was held on July 22nd with attendance of various stakeholders to discuss alternative and collaborative project delivery methods. A WIFIA Financing meeting was held with representatives from the Federal EPA on August 14. SeaWorks Group, LLC has activated two vessels for the bathymetry survey, the “Lea” and the “Sleeping Bear”. The bathymetry survey work is currently underway and is expected to be completed by mid-September. This is an important step to identify a preferred location for the raw water intake. The Technical Advisory Team is advancing completion of the Business Case Analysis, which will be presented to the Board of Commissioners in September. A status report for the month of July is attached and a presentation for the full Board will be provided by the Technical Advisory Team.

Pipeline & Remote Facilities Maintenance Overview

A leak on a 30” steel water main located in Wheaton is being repaired at the time of writing this report. It appears that when a storm sewer was installed, subsequent to the DWC installation, the sewer contractor’s excavator’s bucket scratched and peeled off the protective coating on the DWC pipe which has resulted in accelerated corrosion. Additional details will be provided during the Commission meeting on August 21st.

Pipeline and Remote Facilities staff continue to inspect Remote Facilities and perform the annual air release inspection program.

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

Pipeline and Remote Facilities staff perform maintenance and repairs on rectifiers installed on DWC distribution system.

Resolution R-60-25 appears on the agenda to authorize the General Manager to purchase steel pipe and butt straps from American Spiral Weld Pipe at a cost not to exceed $30,000. The purpose of the purchase is to replenish an inventory of pipes and butt straps.

Resolution R-62-25 appears on the agenda to approve and ratify Work Authorization Order No. 13.001 to Quick Response Contractor, John Neri Construction Co., Inc. The work was necessary to repair the concrete structure damaged during the traffic accident.

Resolution R-63-25 appears on the agenda to approve Work Authorization Order No. 13.002 to Quick Response Contractor, Rossi Contractors, Inc. The work is necessary due to the deteriorating conditions of various types of vault structures and surrounding pavement found during routine inspections by staff.

SCADA & Information Technology Overview

The SCADA Replacement Project (Contract PSD-9/21) is ongoing. Resolution R-61-25 appears on the agenda as Change Order No. 06 for necessary modifications to the Work at a net cost increase of $144,484.45, revising the total Contract Price to $15,722,205.28, resulting in a net increase in the Contract Value by 0.9%. The DWC campus control panel replacement has been completed, including the site acceptance testing, with only punch list items remaining that need to be coordinated with remote site upgrades. Commission and Concentric staff are continuing to work on communication configuration and stress testing with bench and field setups, anticipating the first remote site RTU replacement to start in September. The SCADA backhaul upgrade and communication testing has taken more effort and time than originally anticipated due to several factors, including but not limited to the scale of the backhaul system, the sequencing to transition and maintain the existing infrastructure and HSQ SCADA system, and the testing and configuration required to verify the new system's redundancies and configuration. The additional effort and time taken will likely push the schedule of the project further back than the originally anticipated completion date of May 31, 2026. Electrical improvements to remote sites are underway, completing installations at remote sites included in the first and second batches to have their RTUs replaced. The inspection and maintenance of remote site antenna systems have been completed. The fiber duct bank installation as part of the fiber network upgrade for the DWC campus has been completed. The DWC campus fiber optic system upgrade, which includes the replacement of the fiber runs throughout the campus and the commissioning of the new fiber optic panels, will take place in October.

The annual Customer Meter Testing Program is ongoing and is approximately 40% complete.

Engineering & Capital Improvement Program Overview

Design of a Joint Facility (Metering Station and Pressure Adjusting Station) at Lombard's fifth connection point continues, with coordination meetings recently having taken place in an effort to proceed with a final design that meets the requirements of all parties involved. Resolution R-65-25

appears on the agenda, which includes modifications to an existing IGA with the Village of Lombard to allow the Village to assume control of the construction phase of the meter station and pressure adjusting station.

Cathodic Protection Improvement efforts also continue, with design work for rectifier and ribbon anode improvements on the south and outer belt transmission pipelines remaining under development.

WaterLink Communities (Montgomery/Oswego/Yorkville)

The Phase II engineering effort remains ongoing and is approximately 88% complete. Permit submittals continue to be coordinated, with all review comments assessed and incorporated as necessary into the design drawings by the design team. Coordination with ComEd continues to move forward with negotiations of the license agreement ongoing and technical review of the proposed pipe alignment nearing completion.

The corrosion control treatment study, performed by the Cornwell Engineering Group, continues to move forward with positive results. This study is required by the IEPA and 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 Ordinances O-8-25 and O-9-25 appearing on the agenda. These items include Phase I (authority to negotiate) and Phase III (authority to make compensatory offer) approvals.

Resolution R-64-25 also appears on the agenda, which would provide approval of a contract for the Construction Engineering services associated with the construction of the seven metering stations. Similar to the other Construction Engineering contracts recently approved for the pipeline segments, this firm was also selected through the qualifications-based selection (QBS) process. This resolution represents the final construction engineering contract needed to complete the project.

The Book Road bid package was recently advertised, with bids opened on Tuesday, July 1st. A total of three bids were received, with the apparent low bidder being a Joint Venture between D. Construction, Inc. and Benchmark Construction Co., Inc. Resolution R-66-25 appears on the agenda, which would approve a construction contract with the Joint Venture to complete the Book Road portion of the WaterLink Pipeline Project. However, with the bids being significantly over budget, Commission staff has worked with the design team to negotiate with the Joint Venture in an effort to reduce the overall construction cost. As a result, Resolution R-67-25 also appears on the agenda, in the form of Change Order No. 01 to the Book Road project, which represents a significant reduction in the construction cost.

Board Action Items

Resolution R-60-25: A Resolution Authorizing the General Manager to Purchase Steel Pipe and Butt Straps from American Spiral Weld Pipe Company (Not-To-exceed $30,000)

Resolution R-61-25: A Resolution Approving and Ratifying Certain Change Orders to a Contract for the SCADA Replacement Project (Contract PSD-9/21) (Increase of Contract Price by $144,484.45)

Resolution R-62-25: A Resolution to Approve & Ratify Certain Work Authorization Orders Under Quick Response Contract QR-13/25 (WAO No. 001 – John Neri Construction Co., Inc. - $8,261.37)

Resolution R-63-25: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-13/25 (WAO No. 002 John Neri Construction Co., Inc. – Estimated Expense of $288,100)

Resolution R-64-25: A Resolution Approving Phase III (Construction) Engineering Contract Assignment for the WaterLink Pipeline Project (Stanley Consultants – No Cost This Action)

Resolution R-65-25: A Resolution Approving an Amendment to the Previously Approved Intergovernmental Agreement (R-51-21) with Lombard for the Design and Construction of MS 14-E (No Cost This Action)

Resolution R-66-25: A Resolution Awarding a Contract for the Construction of the West Transmission Main along Book Road from 75th Street to the ComEd R.O.W. (Contract TW-6/25 Section 1 (Book Road)) (D. Construction, Inc. & Benchmark Construction Co., Inc. Joint Venture - $67,148,000 plus an Owner's Allowance of $1,000,000)

Resolution R-67-25: A Resolution Approving and Ratifying Certain Change Orders for the Construction of the West Transmission Main Along Book Road From 75th Street to the ComEd R.O.W. (Contract TW-6/25 Section 1 (Book Road)) (D. Construction, Inc. & Benchmark Construction Co., Inc. Joint Venture – A Decrease in Contract Price from $67,148,000 to $48,301,059.73)

Resolution R-68-26: A Resolution Authorizing High-Lift Pump Control Valve Repair Services from a Sole Source Provider (American Cone Valve Inc. – A/C Service and Repair, Inc. – Cost Not-To-Exceed $150,000)

Resolution R-69-25: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-10/24 (WAO No. 004 – Volt Electric, Inc. – Estimated Expense of $15,304)

Resolution R-70-25: A Resolution Approving and Ratifying a 1st Amendment to Task Order No. 02 Under a Master Contract with CDM Smith, Inc. (Increase of Amount Not-To-Exceed cost from $50,000 to $124,580)

Attachments

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

DU PAGE WATER COMMISSION
WATER SALES ANALYSIS 01-May-92 TO 31-Jul-25

PER DAY AVERAGE 77,808,026

MONTH	SALES TO CUSTOMERS (GALLONS)	PURCHASES FROM CHICAGO (GALLONS)	GALLONS BILLED %	BILLINGS TO CUSTOMERS	BILLINGS FROM CHICAGO	DOCUMENTED COMMISSION WATER USE (2)	DOCUMENTED COMMISSION WATER USE %	TOTAL ACCOUNTED FOR %	DWC OPER. & MAINT. RATE (3)	CHGO RATE
May-22	2,276,513,000	2,344,221,635	97.11%	$11,792,337.34	$9,648,816.25	5,698,667	0.24%	97.35%	$5.18	$4.116
Jun-22	2,682,480,000	2,772,533,130	96.75%	$13,895,246.40	$11,982,888.19	690,925	0.02%	96.78%	$5.18	$4.322
Jul-22	2,804,661,000	2,892,532,635	96.96%	$14,528,143.98	$12,501,526.05	883,858	0.03%	96.99%	$5.18	$4.322
Aug-22	2,688,224,000	2,772,533,130	96.96%	$13,925,000.32	$11,982,888.19	906,806	0.03%	96.99%	$5.18	$4.322
Sep-22	2,415,535,000	2,474,643,822	97.61%	$12,512,471.30	$10,695,410.60	1,021,063	0.04%	97.65%	$5.18	$4.322
Oct-22	2,153,410,000	2,220,050,683	97.00%	$11,154,663.80	$9,595,059.05	2,891,786	0.13%	97.13%	$5.18	$4.322
Nov-22	1,919,552,000	1,979,550,491	96.97%	$9,943,279.36	$8,555,617.22	1,008,092	0.05%	97.02%	$5.18	$4.322
Dec-22	2,071,113,000	2,123,449,660	97.54%	$10,728,365.34	$9,177,549.43	552,389	0.03%	97.56%	$5.18	$4.322
Jan-23	2,014,750,000	2,060,255,805	97.79%	$10,436,405.00	$8,904,425.59	337,423	0.02%	97.81%	$5.18	$4.322
Feb-23	1,835,597,000	1,883,158,917	97.47%	$9,508,392.46	$8,139,012.84	529,206	0.03%	97.50%	$5.18	$4.322
Mar-23	1,971,974,000	2,026,257,691	97.32%	$10,214,825.32	$8,757,453.41	306,690	0.02%	97.34%	$5.18	$4.322
Apr-23	1,962,197,000	2,010,451,747	97.60%	$10,164,180.46	$8,689,172.45	349,596	0.02%	97.62%	$5.18	$4.322
May-23	2,474,377,000	2,540,440,833	97.40%	$13,336,892.03	$10,979,785.28	684,441	0.03%	97.43%	$5.39	$4.322
Jun-23	2,971,436,000	3,043,540,086	97.63%	$16,016,040.04	$13,814,628.45	678,930	0.02%	97.65%	$5.39	$4.539
Jul-23	2,567,425,000	2,639,887,376	97.26%	$13,838,420.75	$11,982,448.80	1,047,600	0.04%	97.29%	$5.39	$4.539
Aug-23	2,708,945,000	2,773,069,509	97.69%	$14,601,213.55	$12,586,962.50	832,992	0.03%	97.72%	$5.39	$4.539
Sep-23	2,406,858,000	2,471,708,096	97.38%	$12,972,964.62	$11,219,083.05	753,904	0.03%	97.41%	$5.39	$4.539
Oct-23	2,071,291,000	2,116,545,770	97.86%	$11,164,258.49	$9,607,001.25	1,034,131	0.05%	97.91%	$5.39	$4.539
Nov-23	1,902,725,000	1,957,768,374	97.19%	$10,255,687.75	$8,886,310.65	809,342	0.04%	97.23%	$5.39	$4.539
Dec-23	1,972,754,000	2,031,158,416	97.12%	$10,633,144.06	$9,219,428.05	2,329,064	0.11%	97.24%	$5.39	$4.539
Jan-24	2,058,390,000	2,131,445,175	96.57%	$11,094,722.10	$9,674,663.60	730,427	0.03%	96.61%	$5.39	$4.539
Feb-24	1,868,175,000	1,916,869,806	97.46%	$10,069,463.25	$8,700,672.05	268,834	0.01%	97.47%	$5.39	$4.539
Mar-24	1,927,795,000	1,971,770,225	97.77%	$10,390,815.05	$8,949,831.10	340,529	0.02%	97.79%	$5.39	$4.539
Apr-24	1,951,120,000	1,992,959,991	97.90%	$10,516,536.80	$9,046,045.40	426,636	0.02%	97.92%	$5.39	$4.539
May-24	2,285,252,000	2,331,031,384	98.04%	$12,751,706.16	$10,580,551.45	964,148	0.04%	98.08%	$5.58	$4.539
Jun-24	2,558,136,000	2,613,555,125	97.88%	$14,274,398.88	$12,265,414.20	669,121	0.03%	97.91%	$5.58	$4.693
Jul-24	2,577,734,000	2,637,750,416	97.72%	$14,383,755.72	$12,378,962.70	5,976,667	0.23%	97.95%	$5.58	$4.693
Aug-24	2,723,982,000	2,791,119,391	97.59%	$15,199,819.56	$13,098,723.30	5,570,100	0.20%	97.79%	$5.58	$4.693
Sep-24	2,607,811,000	2,668,243,213	97.74%	$14,551,585.38	$12,522,065.40	887,220	0.03%	97.77%	$5.58	$4.693
Oct-24	2,256,800,000	2,311,304,709	97.64%	$12,592,944.00	$10,846,953.00	715,430	0.03%	97.67%	$5.58	$4.693
Nov-24	1,872,414,000	1,918,174,238	97.61%	$10,448,070.12	$9,001,956.60	517,416	0.03%	97.64%	$5.58	$4.693
Dec-24	2,003,025,000	2,053,944,598	97.52%	$11,176,879.50	$9,639,162.00	465,013	0.02%	97.54%	$5.58	$4.693
Jan-25	2,084,797,000	2,142,229,363	97.32%	$11,633,167.26	$10,053,482.40	295,500	0.01%	97.33%	$5.58	$4.693
Feb-25	1,882,269,000	1,935,765,374	97.24%	$10,503,061.00	$9,084,546.90	225,910	0.01%	97.25%	$5.58	$4.693
Mar-25	1,991,703,000	2,037,452,909	97.75%	$11,113,702.74	$9,561,766.50	307,123	0.02%	97.77%	$5.58	$4.693
Apr-25	2,007,784,000	2,062,448,476	97.35%	$11,203,434.72	$9,679,070.70	4,167,787	0.20%	97.55%	$5.58	$4.693
May-25	2,375,691,000	2,438,182,271	97.44%	$13,779,007.80	$11,442,389.40	864,737	0.04%	97.47%	$5.80	$4.693
Jun-25	2,581,750,000	2,650,830,953	97.39%	$14,974,150.00	$12,938,705.88	1,033,008	0.04%	97.43%	$5.80	$4.881
Jul-25	2,657,585,000	2,731,622,698	97.29%	$15,413,993.00	$13,333,050.39	779,447	0.03%	97.32%	$5.80	$4.881
TOTALS (1)	944,978,471,798	972,072,694,765	97.21%	$2,481,280,674.60	$2,186,525,398.22	894,947,597	0.09%	97.30%	$2.63	$2.249

(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										
Jul-24	7,421,122,000	7,582,336,925	97.87%	41,409,861	35,224,928				$5.58	$4.646
Jul-25	7,615,026,000	7,820,635,922	97.37%	44,167,151	37,714,146				$5.80	$4.822
	193,904,000	238,298,997		$2,757,290	$2,489,217					
	2.6%	3.1%		6.7%	7.1%					
Month										
Jul-24	2,577,734,000	2,637,750,416	97.72%	14,383,756	12,378,963				$5.58	$4.693
Jul-25	2,657,585,000	2,731,622,698	97.29%	15,413,993	13,333,050				$5.80	$4.881
	79,851,000	93,872,282		$1,030,237	$954,088					
	3.1%	3.6%		7.2%	7.7%					
July>June	75,835,000	80,791,745		439,843	394,345					

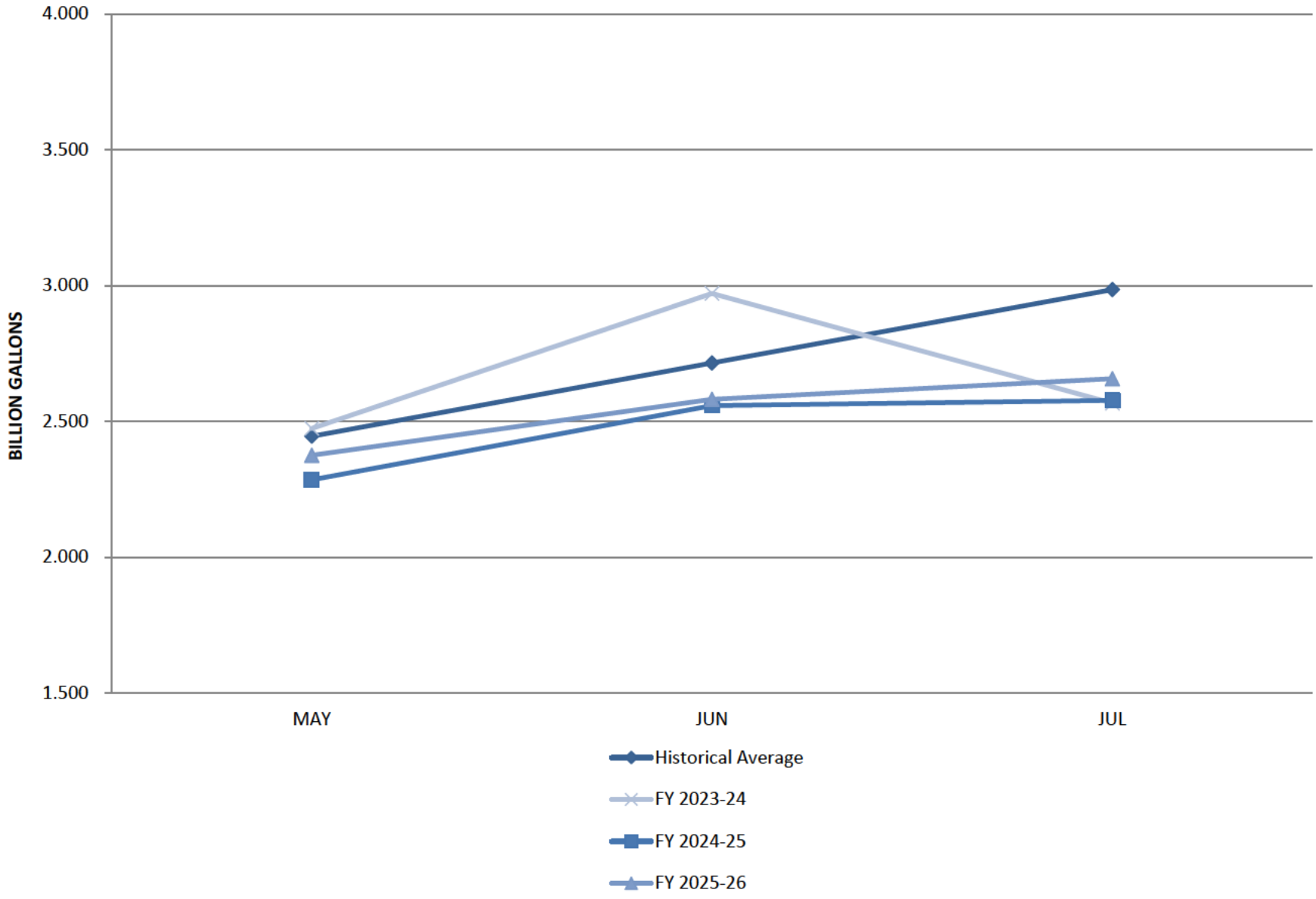
DUPAGE WATER COMMISSION
PWS FACILITY ID# - IL435400
MONTHLY OPERATIONS REPORT
DUPAGE WATER COMMISSION LABORATORY BENCH SHEET RESULTS
JULY 2025

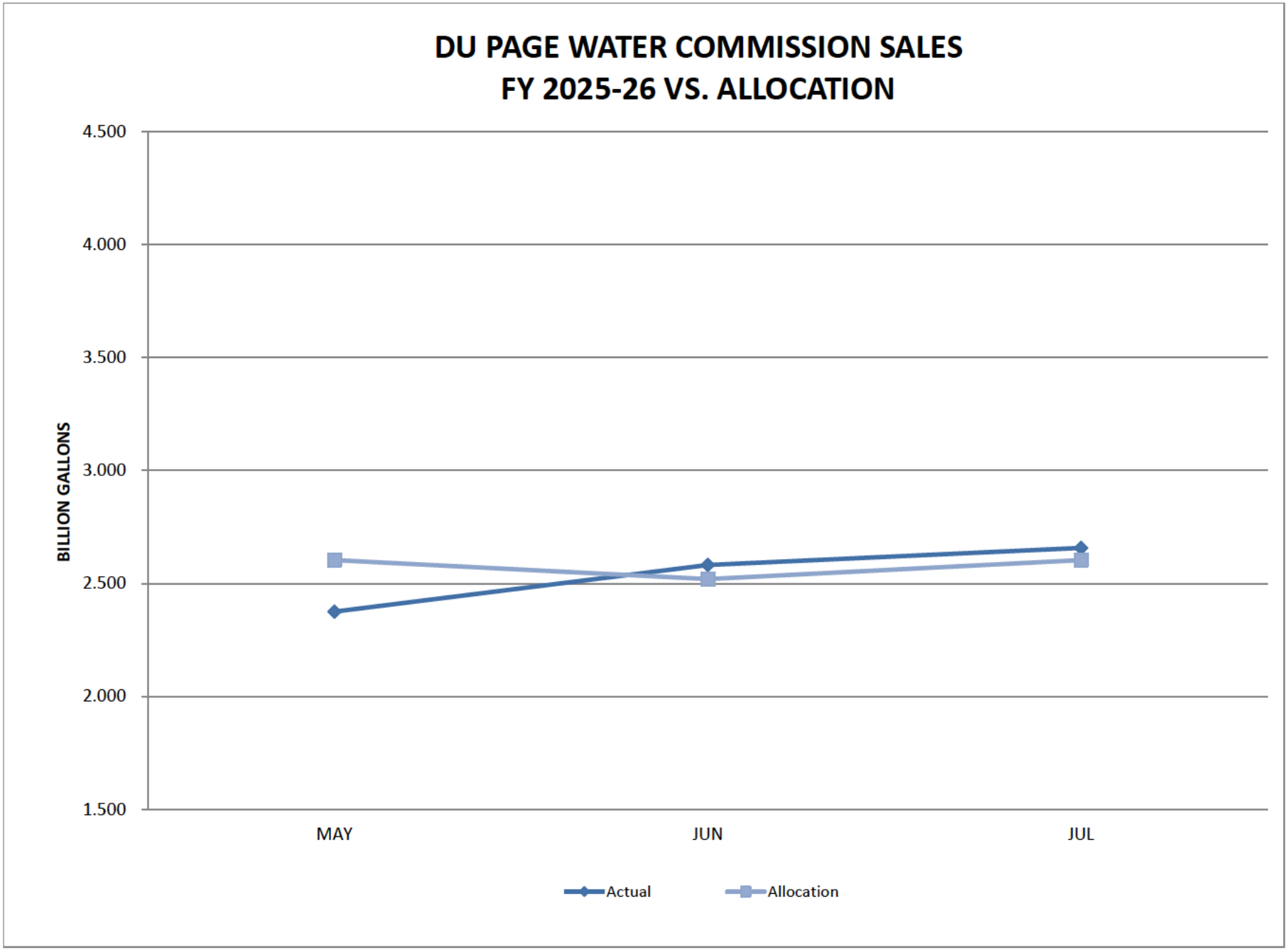
DATE	LEXINGTON P.S. SUPPLY			DUPAGE P.S. DISCHARGE							ANALYST INT.
	FREE Cl2 (mg/L)	TURBIDITY (ntu)	O-PO4 (mg/L)	FREE Cl2 (mg/L)	TURBIDITY (ntu)	TEMP (°F)	pH	Fluoride (mg/L)	O-PO4 (mg/L)	P.A.C. (LBS/MG)	
1	1.24	0.07	2.25	1.33	0.06	64	7.1	0.6	2.24	0	RC
2	1.28	0.05	2.20	1.30	0.05	64	7.1	0.6	2.31	0	AM
3	1.31	0.06	2.31	1.31	0.06	63	7.2	0.7	2.29	0	AM
4	1.29	0.06	2.33	1.32	0.06	63	7.2	0.7	2.35	0	AM
5	1.34	0.07	2.27	1.29	0.08	63	7.1	0.7	2.22	0	JS
6	1.32	0.06	2.17	1.23	0.07	63	7.1	0.7	2.20	0	JS
7	1.27	0.06	2.13	1.20	0.07	63	7.1	0.7	2.28	0	AM
8	1.34	0.07	2.20	1.28	0.07	63	7.1	0.6	2.33	0	AM
9	1.32	0.06	2.24	1.20	0.08	64	7.0	0.7	2.22	0	JS
10	1.29	0.07	2.25	1.18	0.07	65	7.1	0.7	2.29	0	JS
11	1.44	0.07	2.29	1.31	0.07	66	7.3	0.7	2.33	0	JS
12	1.31	0.06	2.34	1.29	0.06	66	7.2	0.6	2.29	0	AM
13	1.28	0.06	2.29	1.26	0.06	66	7.1	0.6	2.33	0	AM
14	1.25	0.06	2.33	1.28	0.07	67	7.1	0.7	2.22	0	AM
15	1.29	0.06	2.22	1.25	0.07	67	7.0	0.6	2.22	0	KD
16	1.38	0.06	2.30	1.27	0.07	67	7.1	0.8	2.28	0	AM
17	1.28	0.06	2.28	1.20	0.07	67	7.1	0.7	2.30	0	AM
18	1.36	0.06	2.30	1.28	0.06	66	7.1	0.7	2.27	0	AM
19	1.31	0.07	2.27	1.25	0.05	66	7.1	0.7	2.21	0	AM
20	1.24	0.06	2.36	1.10	0.07	68	7.1	0.7	2.28	0	KD
21	1.32	0.07	2.27	1.27	0.06	69	7.1	0.6	2.30	0	AM
22	1.34	0.05	2.24	1.29	0.06	69	7.1	0.7	2.27	0	AM
23	1.40	0.06	2.16	1.28	0.07	70	7.1	0.7	2.22	0	JS
24	1.21	0.06	2.21	1.25	0.06	71	7.1	0.7	2.24	0	JS
25	1.33	0.05	2.20	1.19	0.07	70	7.1	0.6	2.18	0	JS
26	1.27	0.07	2.13	1.13	0.08	70	7.2	0.6	2.09	0	KD
27	1.34	0.05	2.15	1.24	0.06	69	7.2	0.6	2.13	0	RC
28	1.37	0.07	2.20	1.23	0.06	70	7.1	0.6	2.17	0	JS
29	1.33	0.08	2.23	1.13	0.08	71	7.1	0.7	2.26	0	JS
30	1.22	0.05	1.67	1.12	0.06	70	7.1	0.6	2.05	0	KD
31	1.21	0.05	2.20	1.10	0.06	69	7.1	0.6	2.29	0	KD
AVG.	1.31	0.06	2.23	1.24	0.07	67	7.1	0.7	2.25	0	
MAX.	1.44	0.08	2.36	1.33	0.08	71	7.3	0.8	2.35	0	
MIN.	1.21	0.05	1.67	1.10	0.05	63	7.0	0.6	2.05	0	

[redacted] 8/6/25

Mike Weed, Operations Supervisor — Date
Illinois ROINC # 186860234

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




DU PAGE WATER COMMISSION SALES
FY 2025-26 VS. ALLOCATION
BILLION GALLONS
4.500
4.000
3.500
3.000
2.500
2.000
1.500
MAY
JUN
JUL
Actual
Allocation

MONTHLY STATUS REPORT

LAN PROJECT #: 128-10031-001

PROJECT: DuPage Water Commission WaterLink Extension Phase II

REPORT DATE: July 8, 2025

MEETING DATE: July 17, 2025

I. Progress through July 8, 2025

A. Field data collection and surveying.

1. Supplemental topography completed along Hill Rd to accommodate revised Montgomery #1 Delivery site configuration. Additional topographic survey completed at proposed chlorination building / future pump station site is complete.
2. Boundary and topographic survey completed at proposed chlorination building site.
3. Additional topographic survey was completed along IL Route 34 and Kendall Point Drive to collect Oswego utility field-locates for requested realignment.
4. Final cadastral surveying work complete.
   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 1,097 structures located with rim/inverts surveyed.
5. 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.
      1) Additional processing along Wolf's Crossing Rd and Douglas Rd complete.
      2) Additional topo processing west of Ogden Falls Blvd. due to ComEd alignment changes complete.
6. Subsurface Utility Locates
   a) SUE field activities completed.

7. Utility Potholing Locates
    a) Additional potholes completed on Naperville electrical duct bank along 75th Street for TW-6 S1.
    b) Over 440 potholes completed along ComEd corridors 100% complete.
8. Geotechnical
    a) Total of 193 borings (95%) completed to date in Phase 2 through July 3, with 8 more being completed along IL-71. Draft geotechnical reports expected by end of July.
    b) IDOT permit received May 1 for borings along IL-71. Scheduled work for mid-June has been completed.
    c) Additional borings at Kendall Point realignment pending.
9. Cathodic Protection
    a) Soil resistivity testing along project routes complete for cathodic protection design.
    b) Final field data 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.
        a) Comments received from ComEd. Regular weekly meetings to discuss and re-confirm the alignment are underway.
    2. Draft license agreement sent to DWC for review.

D. Land Acquisition
    1. 222 of 232 Titles Received
    2. 160 total parcels for easement preparation
    3. Easement legal descriptions & exhibits
        a) 130 total prepared to date (81%)
        b) 45 Appraisal Packages and 23 property negotiations underway.
        c) School District 308 easement approvals 90% complete pending final action July 28.

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

1. Project advertised for bid on 5/23/35.
2. Pre-bid meeting held on 6/3/25.
3. Bids received on 7/1/25.
4. IEPA construction permit received 2/28/2025.
   a) Subsequent sampling plan approved to amend the requirement for sampling every 1,200 feet.
5. 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 resubmitted to the City.
   b) Plans resubmitted to DuPage County DOT on 5/23/25.
   c) Permits received from USACE, Will County Stormwater, and two Soil & Water Conservation Districts.
6. Value engineering redesign to remove/shorten tunnels and remove 48-inch valves on existing pipe is underway.

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

1. Water transmission main plan and profile design ongoing.
   a) Revisions in progress to address new ComEd comments.
   b) Revisions in progress near US 30 crossing.
2. DWC review comments received and revisions are in progress.
3. Trenchless crossings are being re-evaluated and value engineered similar to the design revisions in progress for TW-6 Section 1.
4. Drawings submitted to ComEd 1/23/25 to initiate legal and real estate appraisal process.
   a) Wetlands reports subsequently submitted to ComEd environmental reviewer.
      1) Reviews completed by Capacity Planning, Vegetation, and Economic Development w/ no comments.
      2) Review comments from Transmission group are being addressed.
5. 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.

6. Permit applications / design submittals are being prepared for various agencies, including IDOT and railroads.

a) IDOT District 1 plan review applications have been submitted and IDOT has responded without comment.

1) Contractor will need to submit bonds in accordance with IDOT response letter.

b) TW-6 Section 2 City of Naperville plan review submitted and comments received from the City. Work is ongoing to address the City of Naperville comments.

c) Plan review submittals made to four gas pipeline companies (west of 95th & Wolf's Crossing).

1) Received confirmation of receipt, comments, and/or questions from all four.

d) Permit submittal to CN Railroad has been submitted and received.

1) CN Railroad returned comments and resubmittal has been made.

e) Permit application to BNSF Railroad has been submitted.

1) BNSF Railroad returned comments and resubmittal has been made on 6/2/25.

f) Permit application to OmniTrax/Illinois Railway has been submitted.

1) OmniTrax returned comments on 6/23/25 requesting additional documents. Ongoing coordination to provide Certificate of Insurance from DWC. Awaiting draft license agreement.

g) Construction permit received from IEPA.

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

1. 90% Submittal Drawings submitted to DWC 12/13/24.

2. Water transmission main plan and profile design 98% complete and going to internal QAQC on June 13. Two potential design changes remain:

a) Easement through Polo Crossings development. Sent routing to developer in May – waiting for reply.

b) Collins Rd alignment west of Oswego #2. Resubmitted to Kendall County on May 19th and alignment approval received on 6/18/25 from Fran Klass.

H. Contract FW-1 Section 3 in progress.

1. Water transmission main plan and profile design ongoing.
2. 90% Submittal Drawings Submitted to DWC 12/22/24.
3. Ongoing coordination with IDOT District 3 on IL Route 71 project overlap.
4. IDOT District 3 comments received in June.
    a) The most pressing comment is the direction that work cannot proceed until the Route 71 widening project is complete in Spring 2027. Further discussion with IDOT needed.

I. Contract FW-1 Section 4 in progress.

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

J. Contract MS-22 Meter Stations in progress.

1. Design ongoing.
2. 90% Submittal drawings submitted to DWC 4/18/25.
3. Site plan updates ongoing to account for revised WaterLink site layouts.
4. Montgomery requested the building permit applications for meter stations be prioritized.
5. Oswego requested coordination on any updates to incorporate into their design documents.

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 June 30, 2025:

a) Total: $17,013,729 (85.3%)

1) Basic Services: $11,348,852 (56.9%)

2) Additional Services: $5,664,877 (28.4%)

IV. Completed Workshops, Meetings and Visits (June – July)

A. Monthly Progress Meeting w/ DWC – June 19, 2025

B. ComEd Comment Review and Discussion Meetings - Various

C. Contract TW-6/25 Section 1 Bid Opening – July 1, 2025

D. Montgomery Coordination Meeting – July 7, 2025

E. Schedule Update Meeting with Burns & McDonnell – July 7, 2025

F. Oswego Coordination Meeting – July 8, 2025

G. Book Road Bid Discussion Meeting – July 8, 2025

V. Upcoming Tasks & Meetings

A. TW-6/25 Section 1 Value Engineering Discussion w/ Contractor – TBD

B. Finalize ComEd alignment modifications.

C. ComEd Coordination Meetings – As Needed

D. Phase II geotechnical field work – As Needed

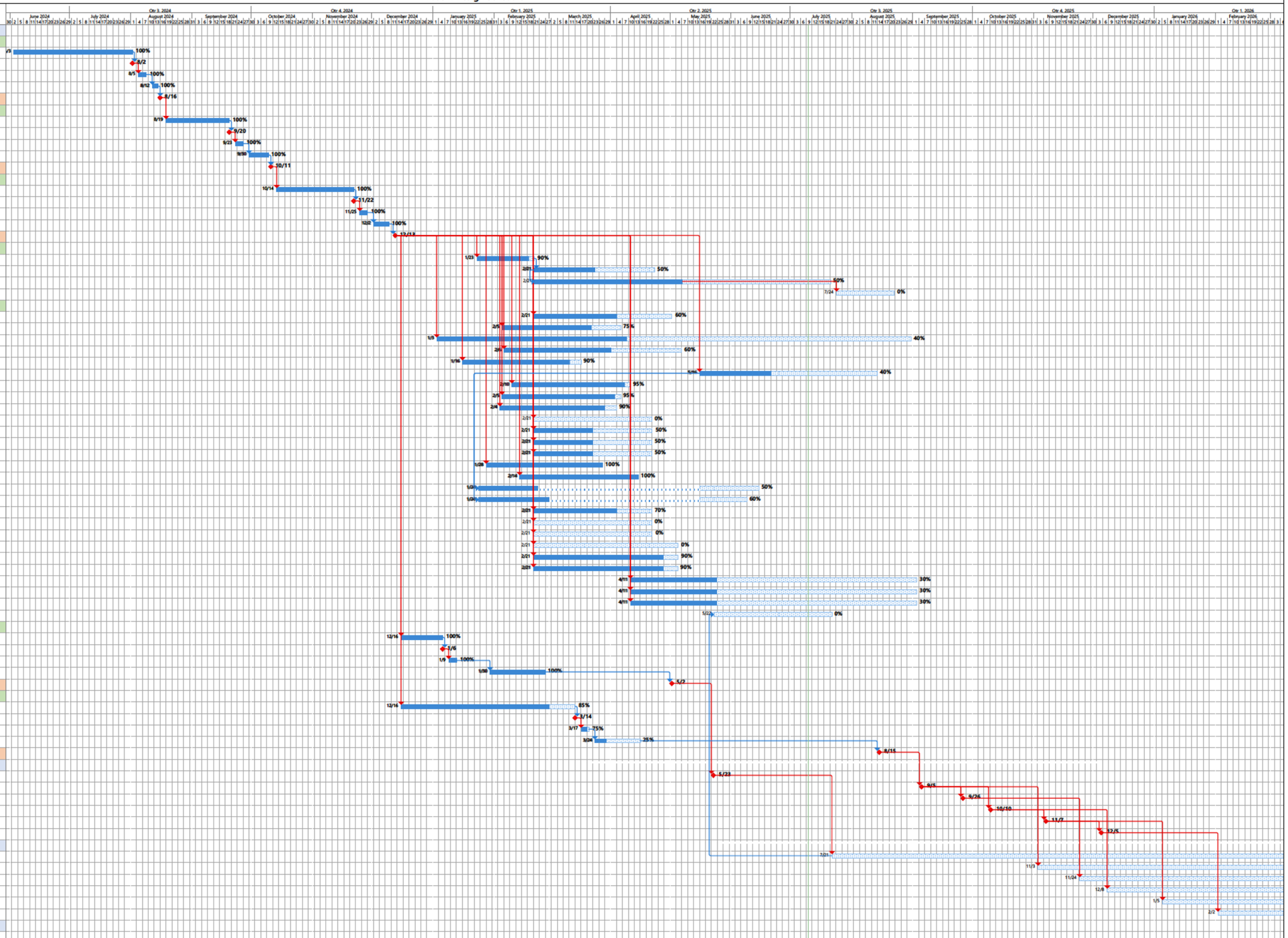
E. Permit submittals to various review agencies.

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

Description	Activity through April 26, 2024 May 2024	Activity through May 31, 2024 June 2024	Activity through June 30, 2024 July 2024	Activity through July 31, 2024 August 2024	Activity through August 31, 2024 September 2024	Activity through September 30, 2024 October 2024	Activity through October 31, 2024 November 2024	Activity through November 30, 2024 December 2024	Activity through December 31, 2024 January 2025	Activity through January 31, 2025 February 2025	Activity through February 28, 2025 March 2025	Activity through March 31, 2025 April 2025	Activity through April 30, 2025 May 2025	Activity through May 31, 2025 June 2025	Activity through June 30, 2025 July 2025	Planned August 2025	Planned September 2025	Planned October 2025	Planned November 2025	Planned 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	$ 378,063	$ 258,692	$ 254,091	$ 259,153	$ 259,153	$ 259,153	$ 259,153	$ 133,961
Additional Services	$ 545,788	$ 1,126,706	$ 586,700	$ 561,317	$ 594,996	$ 64,786	$ 149,871	$ 438,311	$ 350,417	$ 283,233	$ 83,116	$ 205,871	$ 183,722	$ 253,965	$ 236,075	$ 390,041	$ 345,708	$ 345,708	$ 345,708	$ 345,708
MONTHLY SUBTOTAL	**$ 1,171,748**	**$ 2,003,050**	**$ 1,567,307**	**$ 1,572,842**	**$ 1,589,025**	**$ 1,057,802**	**$ 1,149,047**	**$ 1,555,626**	**$ 1,467,271**	**$ 1,028,396**	**$ 582,878**	**$ 703,899**	**$ 561,785**	**$ 512,657**	**$ 490,166**	**$ 649,194**	**$ 604,860**	**$ 604,860**	**$ 604,860**	**$ 479,668**
SUBTOTAL	**$6,314,947**				**$5,351,501**				**$8,290,495**											
IGA ESCROW DEPOSITS	**$7,764,000**				**$5,532,000**				**$6,660,942**											
TOTAL PHASE II CONTRACT																**$**				**19,956,942**

DuPage Water Commission
WaterLink Extension
Phase II Design Schedule

ID	Task Name	Duration	Start	Finish
1	**DWC WATERLINK PHASE II DESIGN**	**436 days**	**Mon 6/3/24**	**Wed 8/13/25**
2	***30% Design Submittal***	***74 days***	***Mon 6/3/24***	***Fri 8/16/24***
3	30% Design Preparation	60 days	Mon 6/3/24	Fri 8/2/24
4	Submit for QC	0 days	Fri 8/2/24	Fri 8/2/24
5	QC Review	4 days	Mon 8/5/24	Fri 8/9/24
6	Address QC Comments	3 days	Mon 8/12/24	Thu 8/15/24
7	**30% Submittal to DWC**	**0 days**	**Fri 8/16/24**	**Fri 8/16/24**
8	***75% Design Submittal***	***53 days***	***Mon 8/19/24***	***Fri 10/11/24***
9	75% Design Preparation	32 days	Mon 8/19/24	Fri 9/20/24
10	Submit for QC	0 days	Fri 9/20/24	Fri 9/20/24
11	QC and Constructability Review	4 days	Mon 9/23/24	Fri 9/27/24
12	Address QC Comments	10 days	Mon 9/30/24	Thu 10/10/24
13	**75% Submittal to DWC**	**0 days**	**Fri 10/11/24**	**Fri 10/11/24**
14	***90% Design Submittal***	***312 days***	***Mon 10/14/24***	***Fri 8/22/25***
15	90% Design Preparation	39 days	Mon 10/14/24	Fri 11/22/24
16	Submit for QC	0 days	Fri 11/22/24	Fri 11/22/24
17	QC and Constructability Review	4 days	Mon 11/25/24	Fri 11/29/24
18	Address QC Comments	8 days	Mon 12/2/24	Tue 12/10/24
19	**90% Submittal to DWC**	**0 days**	**Fri 12/13/24**	**Fri 12/13/24**
20	***ComEd Review Schedule***	***211 days***	***Thu 1/23/25***	***Fri 8/22/25***
21	Design Review	29 days	Thu 1/23/25	Fri 2/21/25
22	Appraisals	61 days	Fri 2/21/25	Wed 4/23/25
23	Legal Review	150 days	Fri 2/21/25	Mon 7/21/25
24	Design Resubmittal Preparation	29 days	Thu 7/24/25	Fri 8/22/25
25	***Permitting Schedule***	***243 days***	***Fri 1/3/25***	***Wed 9/3/25***
26	IDOT District 1 & 3	70 days	Fri 2/21/25	Fri 5/2/25
27	USACE	60 days	Wed 2/5/25	Sun 4/6/25
28	IEPA (Multiple Design Package Submittals)	240 days	Fri 1/3/25	Sun 8/31/25
29	IDNR Office of Water Resources	90 days	Thu 2/6/25	Wed 5/7/25
30	DuPage County DOT	60 days	Thu 1/16/25	Mon 3/17/25
31	Kendall County Highway	90 days	Fri 5/16/25	Thu 8/14/25
32	Will County	60 days	Mon 2/10/25	Fri 4/11/25
33	DuPage County Stormwater	60 days	Wed 2/5/25	Sun 4/6/25
34	City of Naperville	59 days	Tue 2/4/25	Fri 4/4/25
35	City of Aurora	60 days	Fri 2/21/25	Tue 4/22/25
36	Village of Oswego	60 days	Fri 2/21/25	Tue 4/22/25
37	Village of Montgomery	60 days	Fri 2/21/25	Tue 4/22/25
38	City of Yorkville	60 days	Fri 2/21/25	Tue 4/22/25
39	Naperville Township	59 days	Tue 1/28/25	Fri 3/28/25
40	Wheatland Township (Courtesy Review)	60 days	Fri 2/14/25	Tue 4/15/25
41	Oswego Township	60 days	Fri 1/24/25	Sun 6/15/25
42	Bristol Township (no permit, Coordinate through Kendall	60 days	Fri 1/24/25	Mon 6/9/25
43	Naperville Park District	60 days	Fri 2/21/25	Tue 4/22/25
44	Oswegoland Park District	60 days	Fri 2/21/25	Tue 4/22/25
45	Morgan Creek Drainage District *	60 days	Fri 2/21/25	Tue 4/22/25
46	Nicor Gas	73 days	Fri 2/21/25	Mon 5/5/25
47	Kinder Morgan	73 days	Fri 2/21/25	Mon 5/5/25
48	Enbridge	73 days	Fri 2/21/25	Mon 5/5/25
49	BNSF Railroad (TW-6 S3, FW-1 S4)	145 days	Fri 4/11/25	Wed 9/3/25
50	Illinois Railway / OmniTRAX (TW-6 S3)	145 days	Fri 4/11/25	Wed 9/3/25
51	Canadian National Railway (TW-6 S2)	145 days	Fri 4/11/25	Wed 9/3/25
52	NPDES Permit	60 days	Thu 5/22/25	Mon 7/21/25
53	***Final Design Submittal TW6-S1 (Book Rd)***	***137 days***	***Mon 12/16/24***	***Fri 5/2/25***
54	Final Design Preparation	21 days	Mon 12/16/24	Mon 1/6/25
55	Submit for QC	0 days	Mon 1/6/25	Mon 1/6/25
56	QC and Constructability Review	4 days	Thu 1/9/25	Mon 1/13/25
57	Address QC Comments	28 days	Thu 1/30/25	Thu 2/27/25
58	**Final Submittal to DWC TW6-S1 (Book Rd)**	**0 days**	**Fri 5/2/25**	**Fri 5/2/25**
59	***Final Design Submittal (All other Contracts)***	***242 days***	***Mon 12/16/24***	***Fri 8/15/25***
60	Final Design Preparation	88 days	Mon 12/16/24	Fri 3/14/25
61	Submit for QC	0 days	Fri 3/14/25	Fri 3/14/25
62	QC and Constructability Review	4 days	Mon 3/17/25	Fri 3/21/25
63	Address QC Comments	23 days	Mon 3/24/25	Wed 4/16/25
64	**Final Submittal to DWC**	**0 days**	**Fri 8/15/25**	**Fri 8/15/25**
65	**BIDDING PHASE**	**259 days**	**Fri 3/21/25**	**Fri 12/5/25**
66	TW6-S1 (Book Rd) Advertise	0 days	Fri 5/23/25	Fri 5/23/25
67	TW6-S2&S3 Advertise	0 days	Fri 9/5/25	Fri 9/5/25
68	MS22 Advertise	0 days	Fri 9/26/25	Fri 9/26/25
69	FW1-S1&S2 Advertise	0 days	Fri 10/10/25	Fri 10/10/25
70	FW1-S3 Advertise	0 days	Fri 11/7/25	Fri 11/7/25
71	FW1-S4 Advertise	0 days	Fri 12/5/25	Fri 12/5/25
72	**CONSTRUCTION PHASE**	**982 days**	**Mon 5/26/25**	**Wed 2/2/28**
73	TW6-S1 (Book Rd) Construction	528 days	Mon 7/21/25	Thu 12/31/26
74	TW6-S2&S3 Construction	730 days	Mon 11/3/25	Wed 11/3/27
75	MS22 Construction	730 days	Mon 11/24/25	Wed 11/24/27
76	FW1-S1&S2 Construction	730 days	Mon 12/8/25	Wed 12/8/27
77	FW1-S3 Construction	730 days	Mon 1/5/26	Wed 1/5/28
78	FW1-S4 Construction	730 days	Mon 2/2/26	Wed 2/2/28
79	**COMMISSIONING**	**90 days**	**Mon 4/3/28**	**Sun 7/2/28**
80	Commissioning WaterLink System	90 days	Mon 4/3/28	Sun 7/2/28



July 2025

Critical
Critical Progress
Task
Split
Task Progress
Milestone

MONTHLY STATUS REPORT

LAN PROJECT #: 128-10031-001

PROJECT: DuPage Water Commission WaterLink Extension Phase II

REPORT DATE: August 8, 2025

MEETING DATE: August 21, 2025

I. Progress through August 8, 2025

A. Field data collection and surveying.

1. Supplemental topography completed along Hill Rd to accommodate revised Montgomery #1 Delivery site configuration. Additional topographic survey completed at proposed chlorination building / future pump station site is complete.
2. Boundary and topographic survey completed at proposed chlorination building site.
3. Additional topographic survey was completed along IL Route 34 and Kendall Point Drive to collect Oswego utility field-locates for requested realignment.
4. Final cadastral surveying work complete.
   a) Existing structure rim/invert data collection 100% complete. Total of approximately 1,097 structures located with rim/inverts surveyed. Rim/invert data collection for approximately 40 additional structures for Fox River re-route to be completed in August.
5. Processing of collected Aerial LIDAR data is complete. Additional LIDAR processing for Fox River area re-route is underway, expected delivery by August 15.
   a) 100% of original scope complete. Overall width of data processing increased to facilitate design drawing set-up and minimize future re-work. Increased width processing complete.
      1) Additional processing along Wolf's Crossing Rd and Douglas Rd complete.
      2) Additional topo processing west of Ogden Falls Blvd. due to ComEd alignment changes complete.
      3) Supplemental topo to be conducted along west edge of Polio Crossings development in Oswego for 36-inch re-route south of Wolf's Crossing.
6. Subsurface Utility Locates
   a) SUE field activities completed.
   b) Scope of additional SUE for Fox Rover re-route TBD upon receiving processed LIDAR data and utility info from IAWC.

7. Utility Potholing Locates
    a) Additional potholes completed on Naperville electrical duct bank along 75th Street for TW-6 S1.
    b) Over 440 potholes completed along ComEd corridors 100% complete.
    c) Scope of additional SUE for Fox Rover re-route TBD upon receiving processed LIDAR data and utility info from IAWC.
8. Geotechnical
    a) Total of 193 borings (95%) completed to date in Phase 2 through July 3, Draft geotechnical report was received end of July.
    b) Additional 15 borings at Kendall Point realignment, Montgomery #1, US30/34, Fox River re-route are pending.
9. Cathodic Protection
    a) Soil resistivity testing along project routes complete for cathodic protection design.
    b) Final field data report provided for TW-6 S1.
    c) Draft reports for TW-6 S2 & S3 complete.
    d) Remaining report(s) in progress.

B. Data Collection (as-builts, GIS, design drawings).
    1. WaterLink Delivery Point proposed site layouts.
    2. Design team has set initial priority parcels to move to the plat preparation stage.

C. Ongoing Coordination with ComEd.
    1. Drawings submitted to ComEd 1/23/25 to initiate legal and real estate appraisal process.
        a) Comments received from ComEd. Regular weekly meetings to discuss and re-confirm the alignment are underway.
    2. Draft license agreement sent to DWC for review.
    3. KMZ of alignment and license areas sent to ComEd on 8/7 for real estate process.

D. Land Acquisition
    1. 222 of 232 Titles Received
    2. 160 total parcels for easement preparation
    3. Easement legal descriptions & exhibits
        a) 130 total prepared to date (81%)

b) 55 Appraisal Packages and 29 property negotiations underway.

c) School District 308 easement approvals complete after final action July 28.

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

1. Project advertised for bid on 5/23/35.
2. Pre-bid meeting held on 6/3/25.
3. Bids received on 7/1/25.
4. IEPA construction permit received 2/28/2025.
   a) Subsequent sampling plan approved to amend the requirement for sampling every 1,200 feet.
5. Permit applications with USACE, IDNR, DuPage County Stormwater, City of Naperville, and Naperville Township submitted.
   a) Comments received from City of Naperville. Comment responses and revised drawings were prepared, including ROV electrical. Revisions resubmitted to the City.
   b) Plans resubmitted to DuPage County DOT on 5/23/25.
   c) Permits received from USACE, Will County Stormwater, and two Soil & Water Conservation Districts.
   d) Authorization on bid set design received from DuPage Stormwater. Discussion regarding design changes is scheduled for 8/27.
6. Value engineering redesign to remove/shorten tunnels and remove 48-inch valves on existing pipe is underway.

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

1. Water transmission main plan and profile design ongoing.
   a) Revisions in progress to address new ComEd comments.
   b) Revisions in progress near US 30 crossing.
2. DWC review comments received and revisions are in progress.
3. Trenchless crossings are being re-evaluated and value engineered similar to the design revisions in progress for TW-6 Section 1.
4. Drawings submitted to ComEd 1/23/25 to initiate legal and real estate appraisal process.
   a) Wetlands reports subsequently submitted to ComEd environmental reviewer.
      1) Reviews completed by Capacity Planning, Vegetation, and Economic Development w/ no comments.

2) Review comments from Transmission group are being addressed. Drawings addressing additional comments provided on 8/7.

5. TW-6 Section 3 alignment revisions in progress at Route 34 and Kendall Point Drive.
   a) Oswego notified design team and DWC of high profile proposed development along pipeline and requested alignment change.
   b) Oswego field-located existing village utilities in area of alignment change for design team to survey and evaluate route options.
   c) Design underway. Final design pending geotechnical investigation.
6. Permit applications / design submittals are being prepared for various agencies, including IDOT and railroads.
   a) IDOT District 1 plan review applications have been submitted and IDOT has responded without comment.
      1) Contractor will need to submit bonds in accordance with IDOT response letter.
   b) TW-6 Section 2 City of Naperville plan review submitted and comments received from the City. Work is ongoing to address the City of Naperville comments.
   c) Plan review submittals made to four gas pipeline companies (west of 95th & Wolf's Crossing).
      1) Received confirmation of receipt, comments, and/or questions from all four.
   d) Permit submittal to CN Railroad has been submitted and received.
      1) CN Railroad returned comments and resubmittal has been made.
   e) Permit application to BNSF Railroad has been submitted.
      1) BNSF Railroad returned comments and resubmittal has been made on 6/2/25.
   f) Permit application to OmniTrax/Illinois Railway has been submitted.
      1) OmniTrax returned comments on 6/23/25 requesting additional documents. Ongoing coordination to provide Certificate of Insurance from DWC. Draft license agreement received for review.
   g) Construction permit received from IEPA.
   h) US Fish and Wildlife have given us a tree clearing restriction from April 1 – September 30. Requirements will be added to the plans/specs. Exceptions can be requested on a case by case basis. USFWS will likely require a survey of trees to be removed by exception to ensure no bats are living in the tree. Likelihood of exception being granted increases further from Fox River.
7. Design revisions pending for new Fox River crossing route. Field work and data collection underway.

a) Additional wetlands delineation and environmental surveys are required, including updates to various environmental reports.

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

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

H. Contract FW-1 Section 3 in progress.

1. Water transmission main plan and profile design ongoing.
2. 90% Submittal Drawings Submitted to DWC 12/22/24.
3. Ongoing coordination with IDOT District 3 on IL Route 71 project overlap.
4. IDOT District 3 comments received in June.
   a) The most pressing comment is the direction that work cannot proceed until the Route 71 widening project is complete in Spring 2027. Further discussion with IDOT needed.
   b) Meeting set for Monday 8/11 with IDOT District 3 to discuss comments.

I. Contract FW-1 Section 4 in progress.

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

J. Contract MS-22 Meter Stations in progress.

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

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).

C. ComEd revisions based on unexpected new comments.

D. Fox River Crossing alternate route.

III. Financials

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

1. Fee Expended through July 31, 2025:
   a) Total: $17,485,554 (87.6%)
      1) Basic Services: $11,597,191 (57.8%)
      2) Additional Services: $5,888,363 (29.5%)

IV. Completed Workshops, Meetings and Visits (July – August)

A. Oswego Coordination Meeting – July 8, 2025

B. TW-6/25 Section 1 Scope Modification Discussion w/ Contractor – July 15, 2025

C. Yorkville Coordination Meeting – July 16, 2025

D. US Route 30 Crossing Discussion w/ IDOT – July 16, 2025

E. Book Road Intersection Discussion w/ City of Naperville – July 16, 2025

F. Monthly Progress Meeting w/ DWC – July 17, 2025

G. WaterLink Program Scheduling Meeting – July 22, 2025

H. ComEd Comment Review and Technical Discussion Meetings – Various

V. Upcoming Tasks & Meetings

A. Finalize ComEd alignment modifications, including alternate river crossing route.

B. ComEd Coordination Meetings – As Needed

C. Phase II geotechnical field work – As Needed

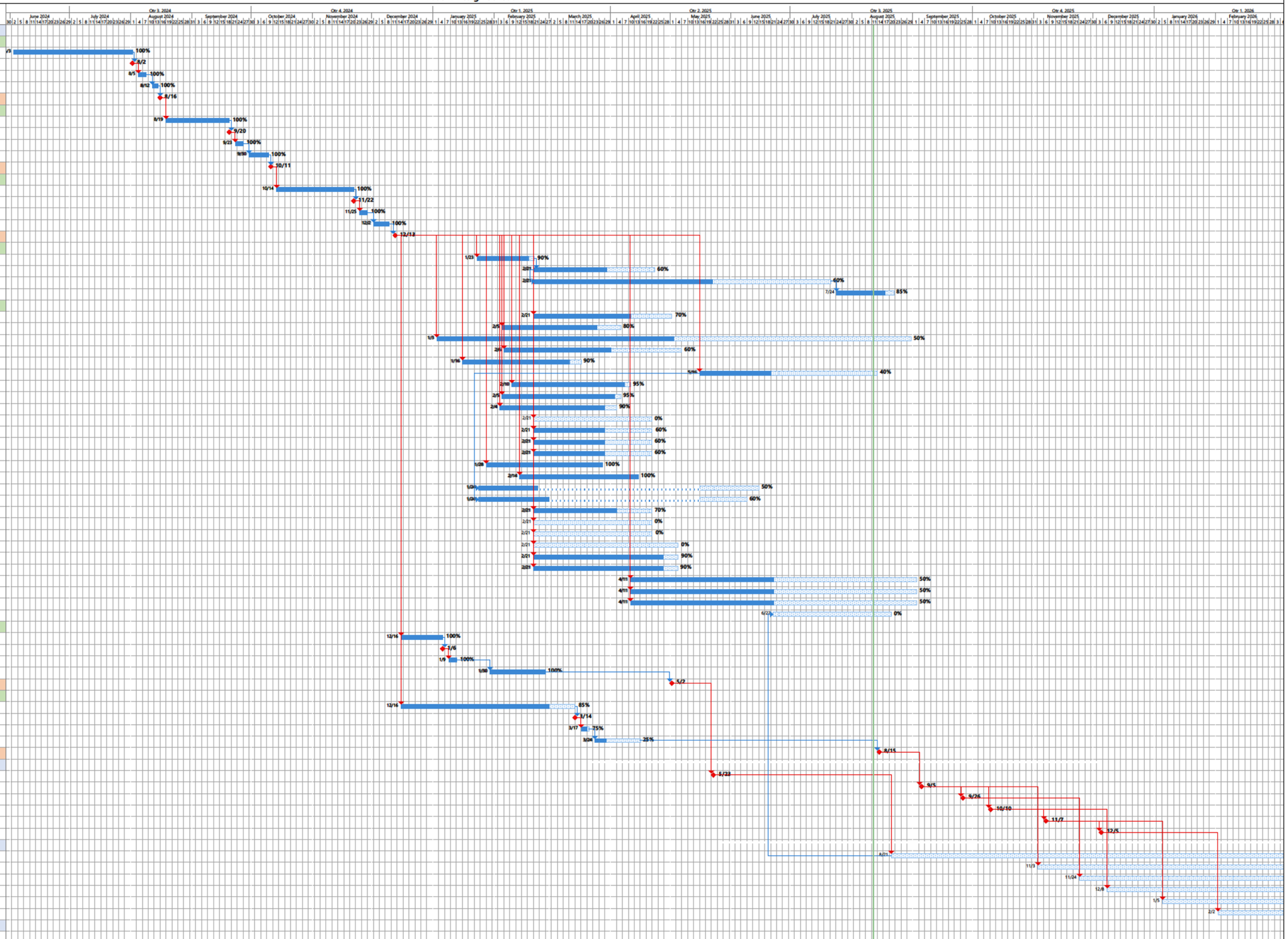
D. Permit submittals to various review agencies.

E. IDOT District 3 meeting – August 11, 2025

F. TW-6/25 Section 1 Negotiation Meeting Benchmark – August 11, 2025

DuPage Water Commission
WaterLink Extension
Phase II Design Schedule

ID	Task Name	Duration	Start	Finish
1	**DWC WATERLINK PHASE II DESIGN**	**436 days**	**Mon 6/3/24**	**Wed 8/13/25**
2	***30% Design Submittal***	***74 days***	***Mon 6/3/24***	***Fri 8/16/24***
3	30% Design Preparation	60 days	Mon 6/3/24	Fri 8/2/24
4	Submit for QC	0 days	Fri 8/2/24	Fri 8/2/24
5	QC Review	4 days	Mon 8/5/24	Fri 8/9/24
6	Address QC Comments	3 days	Mon 8/12/24	Thu 8/15/24
7	**30% Submittal to DWC**	**0 days**	**Fri 8/16/24**	**Fri 8/16/24**
8	***75% Design Submittal***	***53 days***	***Mon 8/19/24***	***Fri 10/11/24***
9	75% Design Preparation	32 days	Mon 8/19/24	Fri 9/20/24
10	Submit for QC	0 days	Fri 9/20/24	Fri 9/20/24
11	QC and Constructability Review	4 days	Mon 9/23/24	Fri 9/27/24
12	Address QC Comments	10 days	Mon 9/30/24	Thu 10/10/24
13	**75% Submittal to DWC**	**0 days**	**Fri 10/11/24**	**Fri 10/11/24**
14	***90% Design Submittal***	***312 days***	***Mon 10/14/24***	***Fri 8/22/25***
15	90% Design Preparation	39 days	Mon 10/14/24	Fri 11/22/24
16	Submit for QC	0 days	Fri 11/22/24	Fri 11/22/24
17	QC and Constructability Review	4 days	Mon 11/25/24	Fri 11/29/24
18	Address QC Comments	8 days	Mon 12/2/24	Tue 12/10/24
19	**90% Submittal to DWC**	**0 days**	**Fri 12/13/24**	**Fri 12/13/24**
20	***ComEd Review Schedule***	***211 days***	***Thu 1/23/25***	***Fri 8/22/25***
21	Design Review	29 days	Thu 1/23/25	Fri 2/21/25
22	Appraisals	61 days	Fri 2/21/25	Wed 4/23/25
23	Legal Review	150 days	Fri 2/21/25	Mon 7/21/25
24	Design Resubmittal Preparation	29 days	Thu 7/24/25	Fri 8/22/25
25	***Permitting Schedule***	***243 days***	***Fri 1/3/25***	***Wed 9/3/25***
26	IDOT District 1 & 3	70 days	Fri 2/21/25	Fri 5/2/25
27	USACE	60 days	Wed 2/5/25	Sun 4/6/25
28	IEPA (Multiple Design Package Submittals)	240 days	Fri 1/3/25	Sun 8/31/25
29	IDNR Office of Water Resources	90 days	Thu 2/6/25	Wed 5/7/25
30	DuPage County DOT	60 days	Thu 1/16/25	Mon 3/17/25
31	Kendall County Highway	90 days	Fri 5/16/25	Thu 8/14/25
32	Will County	60 days	Mon 2/10/25	Fri 4/11/25
33	DuPage County Stormwater	60 days	Wed 2/5/25	Sun 4/6/25
34	City of Naperville	59 days	Tue 2/4/25	Fri 4/4/25
35	City of Aurora	60 days	Fri 2/21/25	Tue 4/22/25
36	Village of Oswego	60 days	Fri 2/21/25	Tue 4/22/25
37	Village of Montgomery	60 days	Fri 2/21/25	Tue 4/22/25
38	City of Yorkville	60 days	Fri 2/21/25	Tue 4/22/25
39	Naperville Township	59 days	Tue 1/28/25	Fri 3/28/25
40	Wheatland Township (Courtesy Review)	60 days	Fri 2/14/25	Tue 4/15/25
41	Oswego Township	60 days	Fri 1/24/25	Sun 6/15/25
42	Bristol Township (no permit, Coordinate through Kendall	60 days	Fri 1/24/25	Mon 6/9/25
43	Naperville Park District	60 days	Fri 2/21/25	Tue 4/22/25
44	Oswegoland Park District	60 days	Fri 2/21/25	Tue 4/22/25
45	Morgan Creek Drainage District *	60 days	Fri 2/21/25	Tue 4/22/25
46	Nicor Gas	73 days	Fri 2/21/25	Mon 5/5/25
47	Kinder Morgan	73 days	Fri 2/21/25	Mon 5/5/25
48	Enbridge	73 days	Fri 2/21/25	Mon 5/5/25
49	BNSF Railroad (TW-6 S3, FW-1 S4)	145 days	Fri 4/11/25	Wed 9/3/25
50	Illinois Railway / OmniTRAX (TW-6 S3)	145 days	Fri 4/11/25	Wed 9/3/25
51	Canadian National Railway (TW-6 S2)	145 days	Fri 4/11/25	Wed 9/3/25
52	NPDES Permit	60 days	Sun 6/22/25	Thu 8/21/25
53	***Final Design Submittal TW6-S1 (Book Rd)***	***137 days***	***Mon 12/16/24***	***Fri 5/2/25***
54	Final Design Preparation	21 days	Mon 12/16/24	Mon 1/6/25
55	Submit for QC	0 days	Mon 1/6/25	Mon 1/6/25
56	QC and Constructability Review	4 days	Thu 1/9/25	Mon 1/13/25
57	Address QC Comments	28 days	Thu 1/30/25	Thu 2/27/25
58	**Final Submittal to DWC TW6-S1 (Book Rd)**	**0 days**	**Fri 5/2/25**	**Fri 5/2/25**
59	***Final Design Submittal (All other Contracts)***	***242 days***	***Mon 12/16/24***	***Fri 8/15/25***
60	Final Design Preparation	88 days	Mon 12/16/24	Fri 3/14/25
61	Submit for QC	0 days	Fri 3/14/25	Fri 3/14/25
62	QC and Constructability Review	4 days	Mon 3/17/25	Fri 3/21/25
63	Address QC Comments	23 days	Mon 3/24/25	Wed 4/16/25
64	**Final Submittal to DWC**	**0 days**	**Fri 8/15/25**	**Fri 8/15/25**
65	**BIDDING PHASE**	**259 days**	**Fri 3/21/25**	**Fri 12/5/25**
66	TW6-S1 (Book Rd) Advertise	0 days	Fri 5/23/25	Fri 5/23/25
67	TW6-S2&S3 Advertise	0 days	Fri 9/5/25	Fri 9/5/25
68	MS22 Advertise	0 days	Fri 9/26/25	Fri 9/26/25
69	FW1-S1&S2 Advertise	0 days	Fri 10/10/25	Fri 10/10/25
70	FW1-S3 Advertise	0 days	Fri 11/7/25	Fri 11/7/25
71	FW1-S4 Advertise	0 days	Fri 12/5/25	Fri 12/5/25
72	**CONSTRUCTION PHASE**	**982 days**	**Mon 5/26/25**	**Wed 2/2/28**
73	TW6-S1 (Book Rd) Construction	497 days	Thu 8/21/25	Thu 12/31/26
74	TW6-S2&S3 Construction	730 days	Mon 11/3/25	Wed 11/3/27
75	MS22 Construction	730 days	Mon 11/24/25	Wed 11/24/27
76	FW1-S1&S2 Construction	730 days	Mon 12/8/25	Wed 12/8/27
77	FW1-S3 Construction	730 days	Mon 1/5/26	Wed 1/5/28
78	FW1-S4 Construction	730 days	Mon 2/2/26	Wed 2/2/28
79	**COMMISSIONING**	**90 days**	**Mon 4/3/28**	**Sun 7/2/28**
80	Commissioning WaterLink System	90 days	Mon 4/3/28	Sun 7/2/28



August 2025

Critical
Critical Progress
Task
Split
Task Progress
Milestone

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

Description	Activity through April 26, 2024	Activity through May 31, 2024	Activity through June 30, 2024	Activity through July 31, 2024	Activity through August 31, 2024	Activity through September 30, 2024	Activity through October 31, 2024	Activity through November 30, 2024	Activity through December 31, 2024	Activity through January 31, 2025	Activity through February 28, 2025	Activity through March 31, 2025	Activity through April 30, 2025	Activity through May 31, 2025	Activity through June 30, 2025	Activity through July 31, 2025	Planned	Planned	Planned	Planned
	May 2024	**June 2024**	**July 2024**	**August 2024**	**September 2024**	**October 2024**	**November 2024**	**December 2024**	**January 2025**	**February 2025**	**March 2025**	**April 2025**	**May 2025**	**June 2025**	**July 2025**	**August 2025**	**September 2025**	**October 2025**	**November 2025**	**December 2025**
Basic Services	$ 625,960	$ 876,344	$ 980,607	$ 1,011,525	$ 994,029	$ 993,016	$ 999,176	$ 1,117,315	$ 1,116,854	$ 745,163	$ 499,762	$ 498,028	$ 378,063	$ 258,692	$ 254,130	$ 248,300	$ 261,856	$ 261,856	$ 261,856	$ 136,664
Additional Services	$ 545,788	$ 1,126,706	$ 586,700	$ 561,317	$ 594,996	$ 64,786	$ 149,871	$ 438,311	$ 350,417	$ 283,233	$ 83,116	$ 205,871	$ 183,722	$ 253,965	$ 236,036	$ 198,526	$ 393,596	$ 393,596	$ 393,596	$ 393,596
MONTHLY SUBTOTAL	**$ 1,171,748**	**$ 2,003,050**	**$ 1,567,307**	**$ 1,572,842**	**$ 1,589,025**	**$ 1,057,802**	**$ 1,149,047**	**$ 1,555,626**	**$ 1,467,271**	**$ 1,028,396**	**$ 582,878**	**$ 703,899**	**$ 561,785**	**$ 512,657**	**$ 490,166**	**$ 446,826**	**$ 655,452**	**$ 655,452**	**$ 655,452**	**$ 530,260**
SUBTOTAL	**$6,314,947**				**$5,351,501**				**$8,290,495**											
IGA ESCROW DEPOSITS	**$7,764,000**				**$5,532,000**				**$6,660,942**											
TOTAL PHASE II CONTRACT																**$**				**19,956,942**

Progress Report

Date:	August 5, 2025
Project:	Lake Michigan Water Supply Initiative
To:	Paul May, Executive Director, DuPage Water Commission
	Ramesh Kanapareddy, Executive Director, NSMJAWA
From:	Pete Mulvaney, Consor
Reviewed By:	Guy Carpenter, Woolpert
Re:	July progress

Scope of Work

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

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

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

Progress

Progress in July consists of:

- Weekly status meetings with DWC General Manager and NSMJAWA Executive Director
- Progressed Business Case Analysis and outline of deliverable
- Conducted in-person Workshop #2 – Project Delivery Approach
    - See enclosed Workshop #2 Technical Memorandum
- Selection of Seaworks for the bathymetric and marine survey of intake location
- Stakeholder interviews – establishing level of project understanding across key stakeholders
- Final draft of a series of communications-collateral
    - Five things to know
    - Fact sheet

- Frequently Asked Questions
- Initiative Tag Line

Forecast

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

- Advance the Business Case Analysis (BCA):
  - Define scenarios to be modeled
  - Conduct Independent Cost Estimate (ICE)
  - Update BCA with current information
  - Workshop to review BCA assumptions
- Communications Framework
  - Outline developed for Comprehensive Plan
  - Fact sheet content approved, and being formatted
  - 5 Things to Know – content approved and being formatted
  - FAQ - questions approved, answers being developed
  - Opinion research underway
- Risk and Delivery Approach
  - Finalize Approach Technical Memo
  - Conduct Decision Briefing
- Governance
  - Research and summarize case study examples for process and structure

In August, tasks associated with the project definition include:

- Seaworks under contract to begin marine survey by August 14

Resolution #: R-60-25

Account: 01-60-663100

Approvals: *Author / Manager / Finance / Admin*

D.P. RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 8/14/2025

Description: **A Resolution Authorizing the General Manager to Purchase Steel Pipe and Butt Straps from American Spiral Weld Pipe Company**

Agenda Section: Engineering & Construction

Originating Department: Pipeline & Remote Facilities

The Commission maintains an inventory of spare steel pressure pipe intended for use as replacement when a pipe section requires repair. The inventory contains two sections of pipe for each pipe diameter present within the Commission's distribution system for pipes ranging in size from 20-inch to 90-inch in diameter.

The Commission also maintains an inventory of steel butt straps of various sizes. The steel butt straps are furnished in two halves that are assembled at the connecting point of two pipe ends at the repair area.

Recent repairs have resulted in the Commission removing from its inventory, and incorporating into the work, one section of 24-inch diameter steel pipe and numerous sections of steel butt straps. Therefore, staff recommend replenishing the pipe and butt strap inventory.

In accordance with purchasing procedures, staff solicited cost estimates for one section of 24-inch steel pipe and 14 steel butt straps of various sizes from two (2) steel pipe fabricators. The results are listed on the table below:

Company	Cost Proposal
American Spiral Weld Pipe Company	$27,078.00
Northwest Pipe Company	$41,843.00

Recommended Motion:

To approve Resolution No. R-60-25 and authorize the General Manager to procure steel pipe and butt straps from American Spiral Weld Pipe Company for a cost not to exceed $30,000.

DuPAGE WATER COMMISSION

RESOLUTION NO. R-60-25

A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO PURCHASE STEEL PIPE AND BUTT STRAPS FROM AMERICAN SPIRALWELD PIPE COMPANY

WHEREAS, pursuant to Article VIII, Section 4 of the Commission's By-Laws, and as required by State Statute, the Commission solicited proposals to Furnish and Deliver one (1) section of 24-inch diameter steel pipe and 14 steel butt straps; and

WHEREAS, two proposals were received; and

WHEREAS, based upon representations made by staff, the Board of Commissioners of the DuPage Water Commission has determined that the proposal of American SpiralWeld Pipe Company is most favorable to the interests of the Commission;

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

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

SECTION TWO The DuPage Water Commission hereby authorizes the purchase of Steel Pipe and Butt Straps from American SpiralWeld Pipe Company not to exceed $30,000.

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

	Aye	Nay	Absent	Abstain
Cuzzone, N.				
Fennell, J.				
Greaney, S.				
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-60-25.docx

EXHIBIT 1

American SpiralWeld Pipe Co. Proposal dated August 5, 2025

AMERICAN SpiralWeld Pipe Company, LLC

A Subsidiary of American Cast Iron Pipe Company

Northeast Region - Caelan March 1617 N Oakley Ave Chicago, IL 60647

Phone: 205-919-6026 Fax: 205-325-8194

AMERICAN DUCTILE IRON PIPE
AMERICAN STEEL PIPE
AMERICAN FLOW CONTROL
SPECIFICATION RUBBER PRODUCTS
WATEROUS COMPANY

AMERICAN CENTRIFUGAL

August 5, 2025

Project #: NIL00117
Project Name: Dupage County Pipe and Buttstraps
Location: Elmhurst, IL
Bid Date: 08/08/2025

Revision Number: 2

Bidders:

We are pleased to submit our proposal covering steel piping materials based on our interpretation of the Engineer's plans and specifications through addendum number 0. Our proposal is expressly limited to your acceptance of our Terms and Conditions. This proposal is offered on the basis of our furnishing all materials shown and in the quantities listed, and it is not guaranteed for take-off accuracy or for interpretation of plans and specifications.

1. All prices are F.O.B. our plant and include freight for shipment to Elmhurst, IL, in truckload lots on passable roads, for you to unload. Any increases in freight charges resulting from change in rate or additions to rate, fuel surcharge, shipment by other means, shipment in smaller lots, notification charges, unloading delays, or for some other reason will be for your account. At least 48 hours' notice is required for scheduling shipments. Exact delivery times cannot be guaranteed, and AMERICAN will not be held responsible for any delivery delays caused by carriers.

2. Material prices quoted represent the current market price of steel and any applicable surcharge in effect as of the date of this quotation. If we are not provided release to purchase steel by August 31, 2025, the final invoice price of material quoted will be increased by taking the difference between the American Metal Market (AMM) Hot Rolled Sheet Price (Midwest) in effect at time of bid and the AMM Hot Rolled Sheet Price at time of steel shipment to our plant.

3. Our terms of payment are Net 30 days. A service charge invoice will be issued weekly against any material invoices that are more than 30 days past due. Material invoices that remain open from prior weeks will receive a service charge each Friday the invoice remains unpaid. In order to avoid service charges, checks should be postmarked no later than Monday of each week. The rate charged on the invoice will be .346% per week which is the equivalent of 1.5% per month and 18% per annum or the maximum allowed by law.

4. Payment must be mailed to and received at the designated “Remit To” location by Friday to avoid the weekly service charge. Our Credit department will issue wire transfer or other acceptable electronic transfer instructions if you so desire.

5. All material ordered will require a confirmed shipment date.
Available material must either ship within 30 days of the originally established shipment date or it will be invoiced (pre-billed) in full as stored material.
Additionally, storage charges of 5% of the sales price will be invoiced for any available material that isn’t shipped within 30 days after the established shipment date. These charges will be invoiced each month until shipment occurs.
Any additional handling, re-processing, and/or freight costs incurred as a result of shipment delays will also be charged.

6. Prices do not include any local, state, or federal taxes. Applicable state and local taxes will be added to invoices unless a Tax Exemption Certificate is furnished in a form satisfactory to taxing authorities.

7. This proposal is subject to acceptance by purchase order or letter of intent within 30 days from the project bid date listed above. If an order is not placed within the 30-day period, the proposal is accordingly automatically withdrawn.

8. The final total price would be determined by the total of items shipped at unit prices shown and as may be modified per other paragraphs in this proposal. Any items ordered that are not described in this proposal are subject to a different price basis. In case of error in any extension on the quotation, unit prices would prevail.

9. Lead times to begin shipments are approximately _____ weeks after your full release of "Approved" materials AND our receipt of required purchased items (i.e., steel coil, plate, flanges, etc), whichever is longer. Lead times may increase or decrease based on current workloads. Rates of shipment can be made at up to approximately _____ feet per week. The shipping schedules are subject to change and the promised shipment and rate of any materials would be based on the applicable schedules in effect at the time approved materials are released to our shop for manufacture. Accordingly, any delay in material being placed on order could cause appreciable increases in shipping schedules.

10. Bunks and metal stulls used during shipment are the property of AMERICAN and are to be grouped, re-loaded, and returned to AMERICAN at the Buyer's expense, excluding return freight costs. **Bunks are not to be used for storing pipe.** Bunks not returned to AMERICAN will be invoiced to the Buyer at the applicable replacement costs. Stulls placed in the pipe are intended to stabilize the pipe during shipment. The contractor is responsible to verify and ensure roundness of pipe at the time of installation.

11. To assist you in determining the required bill of material, we will prepare engineered-to-order layout drawings for your approval. Our current lead-time for layout drawings is approximately 4 weeks. Prior to AMERICAN preparing layout drawings, a detailed review will be necessary of the following schedule requirements: starting location, laying direction, number of installation crews, field geometry verification, information regarding connection to existing lines, valve and/or meter dimensional information, requirements for short lengths, drawing details, and our overall drawing service. Additional engineering time beyond the original scope of the contract due to change orders or customer requests will be billed at $600.00 per hour.

12. If necessary, AMERICAN will provide the services of a Field Service Representative for one visit to discuss with the Buyer's crew (s) the assembly requirements of the various joints. Any additional field service visits may be billable and will be addressed on a case-by-case basis. This service does not include any labor. AMERICAN will not be held responsible for any problems related to installation.

13. AMERICAN will not be held responsible for any backcharges resulting from anything beyond our control. AMERICAN must be notified immediately of any problems related to our product so that we may coordinate, participate in, or otherwise approve any corrective action. Any claim must be received by AMERICAN within 10 calendar days from the date of the occurrence.

14. AMERICAN will not be held responsible for any liquidated damages.

15. AMERICAN's terms and conditions of sale are a part of this proposal.

16. To simplify the bidding process, this proposal is offered in a form consistent with the bid form. We will welcome a signed contract consistent with the structure of this proposal. A confirming sales order acknowledgement will be forthcoming for billing and order modification purposes.

ESTIMATOR
Jack Webb

SALESMAN
Caelan March

Purchaser: _____

Address: _____

Phone No.: _____

Accepted By: _____

Signature: _____

Name: _____

Title: _____

AMERICAN SpiralWeld Pipe Company, LLC
P.O. Box 2727
Birmingham, AL 35202

Phone No: _____

Offered By: _____

Name: _____

Title: _____

AMERICAN CAST IRON PIPE COMPANY
TERMS AND CONDITIONS OF SALE

1. All orders are subject to approval and acceptance by an authorized representative of Seller at its general office in Birmingham, Alabama. Terms of payment as shown on the face hereof are subject to approval of Seller's Credit Manager.

2. Should the financial responsibility of Buyer at any time become unsatisfactory to Seller, Seller shall have the right to suspend performance of any order or require payment for any shipment hereunder in advance or require satisfactory security or other adequate assurance satisfactory to Seller. If Buyer fails to make payment in accordance with the terms of this agreement or fails to comply with any provision hereof, the Seller may at its option in addition to any other remedies, cancel any unshipped portion of this order, Buyer to remain liable for all unpaid accounts. In the event Buyer fails to make payment in accordance with the terms of this agreement, the account shall be deemed to be delinquent and a service charge of one and one-half percent (1 1/2%) per month or 18% per annum, charged weekly will be made on the unpaid balance. Where the annual rate of 18% exceeds the maximum allowed by law, the charge shall be the maximum allowed. Buyer agrees to pay all collection costs and expenses, including reasonable attorneys' fees, incurred by Seller in collecting or attempting to collect such account. Seller shall have the right to credit toward the payment of any monies that may become due Seller hereunder any sums which may now or hereafter be owed to Buyer by Seller.

3. If there is a delay in completion of manufacture or shipment of this order due to any change requested by the Buyer or as a result of any delay on Buyer's part in furnishing information required for completion of the order, the price and delivery terms agreed upon at the time of acceptance of the order is subject to change. Prices are F.O.B. factory except as otherwise noted on the face of the sales order contract. Unless otherwise provided in writing, freight charges on all shipments, and spotting, switching, demurrage, or drayage at destination are to be paid by Buyer. Any increase in the amount of freight from that shown on the face hereof as being included is for Buyer's account. Seller reserves the right to designate origin and intermediate carriers. If a specific delivering carrier is required, Buyer must designate such carrier in writing to Seller prior to shipment. Seller reserves the right to make partial shipments.

4. Prices do not include any present or future federal, state or local taxes based upon or measured by the sale, use, manufacture or shipment of the products covered hereby. All such taxes shall be for Buyer's account, and, if paid by Seller, the Buyer agrees to reimburse Seller on demand for the full amount thereof.

5. Title to products sold shall pass upon delivery to carrier at the point of shipment, irrespective of any freight allowance or prepayment of freight and thereafter risk of loss or damage shall be upon Buyer.

6. Specifications and instructions on the face hereof are in accordance with directions of Buyer and full responsibility for their correctness is assumed by Buyer.

7. SELLER WARRANTS THAT THE PRODUCTS COVERED HEREBY CONFORM TO THE DESCRIPTION AND SPECIFICATIONS, IF ANY, ON THE FACE HEREOF, AND ARE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP, FOR A PERIOD OF ONE (1) YEAR FROM THE DATE THE PRODUCTS ARE FIRST SHIPPED. ALL OTHER WARRANTIES ARE EXCLUDED, WHETHER EXPRESSED OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
SELLER SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES DIRECTLY OR INDIRECTLY ARISING OR RESULTING FROM THE BREACH OF ANY OF THE TERMS HEREOF OR FROM THE SALE, HANDLING OR USE OF THE PRODUCTS SOLD. SELLER'S SOLE LIABILITY (AND BUYER'S EXCLUSIVE REMEDY) HEREUNDER, EITHER FOR BREACH OF WARRANTY OR FOR NEGLIGENCE, IS EXPRESSLY LIMITED AT THE OPTION OF SELLER: (A) TO THE REPLACEMENT AT THE AGREED POINT OF DELIVERY OF ANY PRODUCTS FOUND TO BE DEFECTIVE OR NOT TO CONFORM TO THE DESCRIPTION AND SPECIFICATIONS SET FORTH HEREIN, (B) TO THE REPAIR OF SUCH PRODUCTS, (C) TO THE REFUND OR CREDITING TO BUYER OF THE PRICE OF SUCH PRODUCTS, OR (D) AS TO MOTORS, CONTROLS OR ACCESSORY EQUIPMENT PURCHASED BY SELLER FROM OTHERS, AND USED OR INCORPORATED IN SELLER'S PRODUCTS, TO THE SAME EXTENT THAT THE LIABILITY OF SUCH SUPPLIER(S), IS LIMITED AS TO SELLER. ANYTHING CONTAINED HEREIN TO THE CONTRARY NOTWITHSTANDING, SELLER'S WARRANTIES SHALL NOT APPLY TO ANY PRODUCT SOLD HEREUNDER IF BUYER ALTERS SUCH PRODUCT OR REPLACES ANY PART OR PARTS OF SUCH PRODUCT WITH ANY PART OR PARTS NOT MANUFACTURED, SOLD OR OFFERED FOR SALE BY SELLER. No representation or warranty, express or implied, made by any sales representative or other agent or representative of the Seller which is not specifically set forth herein shall be binding upon the Seller. In the event the material to be furnished hereunder is claimed to be defective, the Seller shall be given ample opportunity for inspection or, upon request, be furnished with a sample

8. No products may be returned for credit and no order may be cancelled or changed in whole or in part without the prior written consent of Seller. Shipment of products cannot be extended beyond the original shipping date specified without Seller's written consent

9. No contract is subject to cancellation or to change unless agreed to in writing by an authorized representative of Seller. In the event of any cancellation, and without limitation to other available remedies to Seller, the Buyer shall pay Seller within thirty (30) days of such cancellation the contract price, including applicable taxes, for all articles, materials and services which have been completed prior to cancellation. Additionally, Buyer shall pay Seller within thirty (30) days of such cancellation all cost and other expenses incurred by Seller for uncompleted items (including without limitation all commitments to Seller's suppliers, subcontractors, and others) and a cancellation charge in an amount equal to twenty percent (20%) upon the total of the foregoing. In the event of any change, Seller shall be entitled to revise its prices and delivery schedules to reflect such change.

10. Seller shall not be liable for any failure or delay in manufacture, shipment or delivery of products resulting from any cause beyond Seller's control including, but not limited to, provisions of law or governmental regulations, accident, explosion, fire, windstorm, flood or other casualty, or acts of God, strike, lockout, or other labor difficulty, riot, war, terrorism, insurrection, shortage or inability to secure labor, raw materials, production or transportation facilities. Shipping dates are approximate and are based on factory conditions at the time of quotation.

11. Buyer may not assign this agreement without Seller's prior written consent.

12. Buyer agrees to accept delivery of any part or all of the products on the mutually agreed upon delivery date, and failure of the Buyer to furnish Seller with shipping instructions shall in no way alter the terms of payment of Seller's invoice for any of the products offered for delivery. Any deferred delivery request by Buyer shall be subject to Seller's written approval. On any approved deferred delivery Seller shall have the right to render invoice for the completed portion to reflect its increased costs, delays and expenses.

13. Waiver of any term or provision of this agreement or of any breach of this agreement shall not be construed as a waiver of any other term or provision or of any other breach, nor shall any such waiver be deemed or construed as a continuing waiver. Any provision of this agreement prohibited by applicable law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof.

14. This agreement shall be governed under and according to the laws of the State of Alabama.

15. In the event of a conflict between any of the printed provisions hereof and any written or typed provisions hereof, the written or typed provisions shall govern.

16. There are no terms, conditions, understandings or agreements between Buyer and Seller other than those stated herein and all prior proposals and negotiations are merged herein. NO TERMS AND CONDITIONS IN ANY WAY ALTERING OR MODIFYING THE PROVISIONS HEREOF SHALL BE BINDING UPON SELLER UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SELLER. NO MODIFICATION OR ALTERATION OF ANY PROVISION HEREOF SHALL RESULT FROM SELLER'S ACKNOWLEDGEMENT OF BUYER'S PURCHASE ORDER, SHIPMENT OF MATERIAL OR OTHER AFFIRMATION ACTION BY SELLER TOWARD PERFORMANCE HEREUNDER FOLLOWING RECEIPT OF BUYER'S PURCHASE ORDER, SHIPPING ORDER, OR OTHER FORMS CONTAINING PROVISIONS, TERMS OR CONDITIONS IN ADDITION TO OR IN CONFLICT OR INCONSISTENT WITH THE PROVISIONS HEREOF.

Project Name: Dupage County Pipe and Buttstraps
Location: Elmhurst, IL
Project No. : NIL00117
Spec. Reference : email dated 8/5/25

Specifications:

Pipe: (Main Line Size) 24" steel pipe shall be manufactured and tested in accordance with AWWA C200 from materials conforming to ASTM A139 Grade C.

Pipe Joints: Standard pipe in restrained areas shall be furnished with plain end joints.

Pipe Lengths: Standard Lengths are 50 ft.
The approximate weight of 24" x 0.385" wall pipe is 311 lbs./LF

Linings: All pipe will be supplied with cement mortar lining in accordance with AWWA C205.

Coatings: All pipe will be supplied with polyurethane in accordance with AWWA C222.

Joint Protection: AWWA C216 shrink sleeves will be furnished for lap weld and o-ring pipe joints.

Items not normally furnished by American SpiralWeld Pipe Company:
- Outside independent laboratory inspection.
- Joint material for flanged joints (standard, tapped, or insulation) except as noted.
- Material for coating and lining repairs.
- Link seals or wall sleeves for link seals.
- Threaded rodding, friction clamps, or joint harnesses.
- Cathodic protection material, i.e. cadweld material, cables, test stations or insulating kits.
- Stainless, bronze or other specialty bolting material.
- Plastic plugs or other types of protection in tapped holes or protection devices for flange faces.
- Bulkheads, blind flanges, caps or other items required for field hydrotesting.
- Supports.
- Installation.
- Field Supervision.
- Cement Mortar for Patching of the Joints
- Commercial casing spacers
- Any item not listed above.

AMERICAN SpiralWeld Pipe Company, LLC

Northeast Region - Caelan March
1617 N Oakley Ave
Chicago, IL 60647

Phone: 205-919-6026
Fax: 205-325-8194

Project #: NIL00117
Project Name: Dupage County Pipe and Buttstraps
Location: Elmhurst, IL
Bid Date: 08/08/2025
Revision: 2

QUOTATION

Quote Total: $27,078.00

Quantity	UOM	Description	Unit Price	Total Price $
Existing 25.375" OD pipe in Columbia, CML x Poly, PE x PE, 50' long and Buttstraps				
1	LS	Existing 25.375" OD pipe in Columbia, CML x Poly, PE x PE, 50' long and Buttstraps		
		Pricing Includes:		
1	EA	Item ID 10030327 25.375" x 0.385" x 50' long	$23,603.00	$23,603.00
4	EA	25.5" I.D. X 0.375" X 12" Buttstrap	475.00	$1,900.00
3	EA	27.125" I.D. X 0.375" X 12" Buttstrap	525.00	$1,575.00

Material prices quoted represent the current market price of steel and any applicable surcharge in effect as of the date of this quotation. If we are not provided release to purchase steel by August 31, 2025, the final invoice price of material quoted will be increased by taking the difference between the American Metal Market (AMM) Hot Rolled Sheet Price (Midwest) in effect at time of bid and the AMM Hot Rolled Sheet Price at time of steel shipment to our plant.

Resolution #: R-61-25

Account: 01-60-771700

Approvals: *Author / Manager / Finance / Admin*

DC RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 8/4/2025

Description: **A Resolution Approving and Ratifying Certain Change Orders to a Contract for the SCADA Replacement Project (Contract PSD-9/21)**

Agenda Section: Engineering & Construction

Originating Department: Systems & Information Technology

Resolution No. R-61-25 would approve the following Change Orders (Contract Price Increase of $144,484.45):

Change Order No. 06 to Contract for the SCADA Replacement Project (Contract PSD-9/21)

1. An aggregation of twelve (12) discreet changes to labor and hardware through Concentric. as delineated in the attached Change Order (Addition of $95,249.45).

2. The replacement of ROV 11A environmental enclosure and bollard installation as delineated in the attached Change Order (Addition of $49,235.00).

Approval of this Change Order would increase the net Contract Price by $144,484.45, revising the Contract Price from $15,577,720.83 to $15,722,205.28 for a 0.9% net total increase from the Revised Contract Price. Not including this potential Change Order, it is noteworthy that all Change Orders to date have resulted in a net decrease in the original Contract Price from $16,443,000 to $15,577,720.83.

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

Recommended Motion:

To Adopt Resolution R-61-25

DUPAGE WATER COMMISSION

RESOLUTION NO. R-61-25

A RESOLUTION APPROVING AND RATIFYING
CERTAIN CHANGE ORDERS TO A CONTRACT FOR THE
SCADA REPLACEMENT PROJECT (CONTRACT PSD-9/21)

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

SECTION ONE: The Change Orders set forth on Exhibit 1, attached hereto and by this reference incorporated herein and made a part hereof, shall be and hereby are approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined, based upon the representations of staff and the contractors, that the circumstances said to necessitate the changes were not reasonably foreseeable at the time the contracts were signed, the Change Orders are germane to the original contracts as signed and/or the Change Orders are in the best interest of the DuPage Water Commission and authorized by law.

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

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

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

ADOPTED THIS ___ DAY OF _____, 2025.

_____
James F. Zay, Chairman

ATTEST:

_____
Danna Mundall, Clerk

EXHIBIT 1

Contract PSD-9/21 Potential Change Order No. 06

BAXTER & WOODMAN
BOLLER DESIGN BUILD

CHANGE REQUEST

To:	Number: #31
DuPage Water Commission 600 East Butterfield Road Elmhurst, Illinois 60126-4642	6/26/2025
	Job: 22008 DuPage SCADA Replacement Project

EADOC Proposal Request #_____

CHANGE REQUEST DESCRIPTION

Concentric Misc. Changes Batch 2
Throughout the integration of the new SCADA system, miscellaneous changes have been made throughout the project implementation. The following is an itemized list of the miscellaneous changes.

COSTS

#	DESCRIPTION		AMOUNT
	Red Lion programming for new Generator PLC integration	Concentric Integration	$ 3,623.00
	Add Out of Service Notes indicating icon	Concentric Integration	$ 7,000.00
	480V Ml and M2 breaker status investigation and rework	Concentric Integration	$ 2,100.00
	Add VCP alarm signals, sump power fail alarms, and additional flood alarms at various unique MS RTU's. Revise drawings, PLC code, Prosoft configuration, KEPServer tags and FTView graphics. 13 sites total impacted.	Concentric Integration	$ 2,160.00
	Additional wiring and programming for BAS Integration with RTU-2041	Concentric Integration	$ 540.00
	Furnish and install tank 3 radio panel and add power alarms to tank 3 RTU. Cost includes panel design, additional programming 1, existing drawing modifications, panel QC check, panel installation, commissioning.	Concentric Integration	$ 16,730.00
	Eliminate the DMZ SCADA server. Includes credit for software licensing and labor for graphics development	Concentric Integration	$ (45,400.00)
	Eliminate Dataview software licensing (credit for 3 years of the subscription)	Concentric Integration	$ (7,560.00)
	Add remote access using Verizon Private. Cost is for setting up VPN connection, configuring Thin Manager, testing and training staff how to use	Concentric Integration	$ 3,700.00

	Eliminate Differential Pressure transmitters used with Venturi flow meters. Credit based on 50% restocking fee for Qty (8) open box units, and 30% restocking fee for Tank 1 transmitters which were not opened, and partial labor due to time spent installing/testing units on site ($3,600 spent, credit of $6,400 credit)	Concentric Integration	$	(25,435.00)
	Krueger additional antenna work (through work completed 4/17/2025)	Concentric Integration	$	123,667.00
	MOY radio path survey	Concentric Integration	$	5,200.00
		SUB TOTAL	$	86,325.00
	OVERHEAD AND PROFIT (Boller)	5%	$	4,316.25
	OVERHEAD AND PROFIT (B&B LLC)	5%	$	4,532.06
	BOND	0.08%	$	76.14
		TOTAL CHANGE AMOUNT	**$**	**95,249.45**

CONTRACTOR DURATION:

Substantial Completion PRIOR to this Change (including previously approved Change Orders):

Substantial Completion AFTER this Change

TOTAL **days + or -**

Submitted By: _____ Approved By: _____

Date Submitted_____ Date Approved: _____

CHANGE ORDER PROPOSAL

Concentric Integration, LLC
8678 Ridgefield Road, Crystal Lake, Illinois 60012
815.788.3600 Phone/815.455.0450 Fax
www.goconcentric.com Web Site

To:	Dan Rosenwinkel Boller Construction 3045 Washington St. Waukegan, IL 60085	**Date:**	**June 23, 2025**
Project:	212268.50 – SCADA System Upgrade	**COP#**	27
Subject:	Miscellaneous Changes		

Item	Description	Fee
	Per Change Proposal issues by DWC on 6/18/2025, the following items are miscellaneous changes that have been made throughout project implementation which have been tracked and being formalized with this change order proposal.	
1	Red Lion programming for new Generator PLC integration	$ 3,623
2	Add Out of Service Notes indicating icon	$ 7,000
3	480V M1 and M2 breaker status investigation and rework	$ 2,100
4	Add VCP alarm signals, sump power fail alarms, and additional flood alarms at various unique MS RTUs. Revise drawings, PLC code, Prosoft configuration, KEPServer tags and FTView graphics. 13 sites total impacted.	$ 2,160
5	Additional wiring and programming for BAS integration with RTU-2041.	$ 540
6	Furnish and install Tank 3 radio panel and add power alarms to Tank 3 RTU. Cost includes panel design, additional programming1, existing drawing modifications, panel QC check, panel installation, commissioning.	$16,730
7	Eliminate the DMZ SCADA server. Includes credit for software licensing and labor for graphics development	($45,400)
8	Eliminate Dataview software licensing (credit for 3 years of the subscription)	($7,560)
9	Add remote access using Verizon private. Cost is for setting up VPN connection, configuring ThinManager, testing and training staff how to use.	$3,700
10	Eliminate Differential Pressure transmitters used with Venturi flow meters. Credit based on 50% restocking fee for Qty (8) open box units, and 30% restocking fee for Tank 1 transmitters which were not opened, and partial labor due to time spent installing/testing units on site ($3,600 spent, credit of $6,400 credit)	($25,435)
11	Krueger additional antenna work (through work completed 4/17/2025)	$123,667
12	MOY radio path survey	$5,200
	Increase / (Decrease) for this change order request:	**$86,325**

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MEMORANDUM

To: Dan Rosenwinkel

From: Denis Cuvalo, Systems Engineer & IT Supervisor

Date: June 18, 2025

Subject: **DuPage Water Commission SCADA Replacement Project PSD-9/21 Change Order Request**

The DuPage Water Commission would like to request Baxter & Woodman/Boller Construction LLC. to gather pricing and information on the following change order items listed below:

- Throughout the integration of the new SCADA system, miscellaneous changes have been made throughout the project implementation. The Commission is requesting Baxter & Woodman/Boller Construction LLC. to gather pricing for the items Concentric has tracked and provide a formalized change order proposal. The following is an itemized list of the miscellaneous changes:
    - Red Lion programming for new Generator PLC integration.
    - Addition of the Out of Service Notes.
    - 480V switchgear breaker status investigation and rework.
    - Addition of misc. alarm signals, sump power fail alarms, flood alarms, revise drawings, PLC code, Prosoft configuration, KEPServer tags, and FT graphics.
    - Additional wiring and programming for BAS integration with RTU-2041.
    - Furnish and install Tank Site 3 radio panel and add power alarms to RTU. Cost includes design of panel, additional programming, drawing modifications, panel QC check, panel installation, and commissioning.
    - Eliminate DMZ SCADA server, include credit for software licensing and labor for graphics development.
    - Eliminate Dataview software licensing.
    - Add remote access using Verizon private network.
    - Eliminate Differential Pressure Transmitters used for venturi flow meters.
    - Krueger Tower Additional antenna work.
    - MOY radio path survey.

BAXTER & WOODMAN
BOLLER DESIGN BUILD

CHANGE REQUEST

To:	Number: #
DuPage Water Commission 600 East Butterfield Road Elmhurst, Illinois 60126-4642	8/4/2025
	Job: 22008 DuPage SCADA Replacement Project

AutoDesk Proposal Request #____

CHANGE REQUEST DESCRIPTION

ROV11A Environmental Enclosure Replacement - The Commission is requesting Baxter & Woodman/Boller Construction LLC. gather pricing for the purchase and installation of a new environmental enclosure for ROV 11A and cabinet protection.

COSTS

#	DESCRIPTION		AMOUNT
	Furnish and install (1) 304 stainless steel double door cabinet to match existing size • Remove and replace existing interior components and install onto new panel • Remove and replace existing exterior components and install onto new • Furnish and install (1) new 4" Concrete Bollard W/ Yellow Sleeve	Homestead Electric	$44,623.00
			$
			$
		SUB TOTAL	$44,623.00
	OVERHEAD AND PROFIT (Boller)	5%	$ 2,231.00
	OVERHEAD AND PROFIT (B&B LLC)	5%	$ 2,342.00
	BOND	0.08%	$ 40.00
		TOTAL CHANGE AMOUNT	**$ 49,235.00**

CONTRACTOR DURATION:

Substantial Completion PRIOR to this Change (including previously approved Change Orders):

Substantial Completion AFTER this Change

TOTAL **days + or -**

Submitted By:_____ Approved By: _____

Date Submitted_____ Date Approved: _____

DUPAGE WATER COMMISSION
CHANGE ORDER

SHEET 1 OF 3

PROJECT NAME:	SCADA Replacement Project	CHANGE ORDER NO. 6
LOCATION:	Cook and DuPage Counties, Illinois	CONTRACT NO. PSD-9/21
CONTRACTOR:	Baxter & Woodman/Boller Construction	DATE: August 5, 2025

I. A. DESCRIPTION OF CHANGES INVOLVED:

1. An accumulation of miscellaneous changes to labor and hardware through Concentric

2. The replacement of the ROV 11A environmental enclosure

B. REASON FOR CHANGE:

1. Throughout the integration of the new SCADA system, Commission staff and Concentric staff have made minor modifications to both labor and materials that have been tracked and are being formalized in the list below:

    a. Generator controls Redlion programming for PLC integration.
    b. Add HMI out of service functionality.
    c. 480V M1 and M2 breaker status investigation and rework.
    d. Addition of new alarms, wiring and HMI work, revision of drawings, PLC code, and configuration changes.
    e. Wiring and programming for the addition of BAS alarming.
    f. Furnish and install a radio panel with power alarming at Tank Site 3, replacing the existing radio interface enclosure backplane and contents.
    g. Elimination of DMZ SCADA server, including software license and graphic development.
    h. Elimination of Dataview software licensing.
    i. Addition of remote access using Verizon Private network, including the set up of VPN connection, configuration, testing, and training.
    j. Elimination of differential pressure transmitters used for with venturi flow meters.
    k. Additional labor and materials associated with remote site antenna maintenance, repairs, and equipment replacement.
    l. ROV radio path survey field testing and software analysis.

    These modifications in labor and hardware come at an additional cost of $95,249.45.

2. In May 2025, the environmental enclosure of ROV 11A was struck by a vehicle, denting it, damaging the door hinges, and breaking the integrity of the enclosure. To replace the enclosure, all the equipment, including the RTU cabinet, the electrical panels, actuator controls, heater, and more, will have to be disconnected and removed so the enclosure can be taken off and replaced. In addition to the new enclosure, a concrete bollard will be installed on the corner of the enclosure to protect it going forward. This effort will be coordinated with Homestead Electric and Concentric Integration for an additional cost of $49,235.00.

C. REVISION IN CONTRACT PRICE:

1.	An accumulation of miscellaneous changes to labor and hardware through Concentric	$95,249.45
2.	The replacement of ROV 11A environmental enclosure	$49,235.00
3.	Total Change in Contract Price This Change Order	$144,484.45

II. CHANGE ORDER CONDITIONS:

1. The Completion Date established in the Contract, as signed or as modified by previous Change Orders, maintains the final Completion Date of May 31, 2026.

2. Any Increased Work to be performed under this Change Order shall be provided, performed, and completed in full compliance with, and as required by or pursuant to, the Contract, including any Specifications and Contract Drawings for the Increased Work and for Work of the same type as the Increased Work, and as specified in the preceding “Description of Changes Involved.”

3. Unless otherwise provided herein, all Work included in this Change Order shall be guaranteed and warranted as set forth in, and Contractor shall not be relieved from strict compliance with, the guaranty and warranty provisions of the Contract.

4. All Work included in this Change Order shall be covered under the Bonds and the Required Coverages specified in the Contract. If the Contract Price, including this Change Order, exceeds the Contract Price set forth in the Contract, as signed, by twenty percent (20%), Contractor shall submit to Owner satisfactory evidence of such increased coverage under the Bonds if requested by Owner.

III. ADJUSTMENTS IN CONTRACT PRICE:

1.	Original Contract Price	$ 16,443,000.00
2.	Net reduction due to all previous Change Orders Nos. 1 to 5	$ -865,279.17
3.	Contract Price, not including this Change Order	$ 15,577,720.83
4.	***Increase*** to Contract Price due to this Change Order	$ 144,484.45
5.	Contract Price including this Change Order	$ 15,722,205.28

RECOMMENDED FOR ACCEPTANCE:

CONSULTING ENGINEERS: Carollo Engineers

By: _____ ( )
Signature of Authorized Representative — Date

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

CONTRACTOR: Baxter & Woodman/Boller Construction, LLC

By: _____ ( )
Signature of Authorized Representative — Date

DUPAGE WATER COMMISSION:

By: _____ ( )
Signature of Authorized Representative — Date

Resolution #: R-62-25

Account: 01-60-663100

Approvals: *Author / Manager / Finance / Admin*

D.P. RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 8/14/2025

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

Agenda Section: Engineering & Construction

Originating Department: Pipeline & Remote Facilities

The Commission entered into certain agreements dated June 30, 2025, with John Neri Construction Co. Inc., Rossi Contractors Inc., and Benchmark Construction Co. Inc. for Quick Response construction work, as needed, through the issuance of Work Authorization Orders (Contract QR-13/25) and ending on June 30, 2027. Resolution No. R-62-25 would approve the following Work Authorization Orders under the Quick Response Contracts.

Work Authorization Order No. 13.001 to John Neri Construction Co, Inc.

The Work Authorization Order was issued, and work began prior to Board approval, as was necessary to reset and repair a concrete Cathodic Protection (CP) test station located in the City of West Chicago. The CP test station was dislocated and damaged during a traffic accident and needed to be reset.

The scope of this work included providing and maintaining traffic and pedestrian controls; resetting and repairing the concrete structure and restoring all disturbed areas to the satisfaction of the permitting highway authority, and all other work as necessary or as directed by the Commission.

Since John Neri Construction Co. Inc. was able to mobilize immediately upon request for repair work, Work Authorization Order No. 13.001 was issued to John Neri Construction Co. Inc.

Resolution R-62-25 ratifies approval of Work Authorization Order No. 13.001 to John Neri Construction Co. Inc. for the work as described in Exhibit 1 to this resolution, at the cost of $8,261.37

Recommended Motion:

To adopt Resolution No. R-62-25.

RESOLUTION NO. R-62-25

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

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

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

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

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

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

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

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

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

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

ADOPTED THIS _____ DAY OF _____, 2025.

_____
James F. Zay, Chairman

ATTEST:

_____
Danna Mundall, Clerk
Board/Resolutions/2025/R-62-25.docx

EXHIBIT 1

QR-13/25 Work Authorization Order No 13.001

John Neri Construction Co., Inc. Invoice No. 2511

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QR-13/25: QUICK RESPONSE CONTRACT

WORK AUTHORIZATION ORDER NO.: QR-13.001

LOCATION:

Prince Crossing Rd and Meadowview Xing in the City of West Chicago.

CONTRACTOR:

John Neri Construction Co. Inc.

DESCRIPTION OF WORK:

Provide and maintain traffic and pedestrian controls; reset and repair the CP handhole on the east side of Price Crossing Rd approx. 100 feet south of Meadowview Xing and restore all disturbed areas to the satisfaction of the permitting highway authority, and all other work as necessary or as directed by the Commission.

REASON FOR WORK:

The concrete structure was disturbed and partially removed from the ground during the traffic accident and needed to be reset to maintain safe access to our pipeline facilities.

MINIMUM RESPONSE TIME:

N/A

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

N/A

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

[ ] IS [X] IS NOT PRIORITY WORK

SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:

N/A

SUBMITTALS REQUESTED:

NO

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

NO

DuPAGE WATER COMMISSION

By: [redacted]
Signature of Authorized Representative

DATE: 7/30/25

CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:

By: [redacted] Safety Rep: [redacted]
Signature of Authorized Representative — Name and 24-Hr Phone No.

DATE: 07/29/2025

JNC

JOHN NERI CONSTRUCTION CO., INC.
Sewer & Water Contractors
770 Factory Road *Addison, IL 60101
Tel: 630 629-8384* Fax: 630 629-7001
www.johnnericonstruction.com

July 29, 2025

Mr. Dariusz Panaszek
DuPage Water Commission
600 E. Butterfield
Elmhurst, IL 60126

Re: DuPage Water Commission
Quick Response Contract-13/25

Dear Mr. Panaszek;

We, the JOHN NERI CONSTRUCTION CO., are requesting payment currently for the above-mentioned project for the total amount of **$8,261.37.**

Sincerely,

[redacted]

Nicholas Neri, President

JOHN NERI CONSTRUCTION CO., INC.

John Neri Construction Employee Rates As of 06-01-2025

Occupation	Rate	Overtime	Double time	Benefits per Hour
Operator/Foreman	$ 142.65	$ 186.74	$ 230.82	$ 70.67
Operators - I.U.O.E. Local 150	$ 133.67	$ 173.35	$ 213.02	$ 70.67
Laborers - Local No.'s 1, 2, 5, 25, 68, 76, 96				
Laborer / Foreman	$ 113.22	$ 150.43	$ 187.64	$ 53.29
Laborer / Top man	$ 104.70	$ 137.73	$ 170.76	$ 53.29
Laborer / Bottom man	$ 108.43	$ 143.30	$ 178.17	$ 53.29
Truck Drivers - Teamsters 673	$ 86.46	$ 115.21	$ 143.97	$ 40.80

JNC

JOHN NERI CONSTRUCTION CO., INC.
Sewer & Water Contractors
770 Factory Road *Addison, IL 60101
Tel: 630 629-8384* Fax: 630 629-7001
www.johnnericonstruction.com

July 28, 2025

Mr. Dariusz Panaszek
DuPage Water Commission
600 E. Butterfield Rd.
Elmhurst, Illinois 60126

Route: 950' South of Prince Crossing Rd. & Meadowview Crossing Rd. in West Chicago, IL 60185 (East Side of Prince Crossing in Grass Area)
Report #:
Force account bill for: Contract QR-13/25

County: DuPage **Authorization:** QR-13/25
JNC JOB # 2511

July 2025

Labor	07/26/25	07/27/25	07/28/25	ST RATE	O.T.	D.T.	ST Rate	OT Rate	DT Rate	Payroll Amount
(Operator)	8	0	0	8	0	0	$ 142.65	$ 186.74	$ 230.82	$ 1,141.20
(Laborer/Top Man) (Foreman)	8	0	0	8	0	0	$ 113.22	$ 150.43	$ 187.64	$ 905.76
(Laborer/Top Man)	8	0	0	8	0	0	$ 104.70	$ 137.73	$ 170.76	$ 837.60
(Laborer/Top Man)	8	0	0	8	0	0	$ 104.70	$ 137.73	$ 170.76	$ 837.60
(Labor/bottom man)	8	0	0	8	0	0	$ 108.43	$ 143.30	$ 178.17	$ 867.44
Subtotals, Labor										$ 4,589.60
plus 40% Markup										$ 1,835.84
Total Labor										**$ 6,425.44**

Equipment Expense	07/26/25	07/27/25	07/28/25	Total Hours	Rate	Amount
John Deere 85G Excavator (56.9 Hp.)	8	0	0	8	$ 59.54	$ 476.32
Ford F-350 Service Truck (GVW 16000)	8	0	0	8	$ 31.49	$ 251.92
Mack 6-Wheeler (GVW 53000)W/20 Ton Tag	8	0	0	8	$ 84.14	$ 673.12
Miscellaneous traffic control devices **N/C**	0	0	0	0	$ -	$ -
Sub-Total Equipment						$ 1,401.36
15% Markup						$ 210.20
Sub-Total Equipment						**$ 1,611.56**

Material Used	Source	Quantity	Unit	Price	Amount
Pulverized Topsoil	Stock	2	C.Y.	$ 35.00	$ 70.00
CA-7 Trench Backfill (From JNC yard)	Stock	1.8	Ton	$ 24.50	$ 44.10
Seed & Blanket	Stock	27	Sq. Yd.	$ 3.00	$ 81.00
Subtotal Material					$ 195.10
15% Markup					$ 29.27
Sub Total Material Used					**$ 224.37**

AFFIDAVIT

This is to certify that the material entered on this force account bill which was taken from stock is shown at our cost.

John Neri Construction Co., Inc.

By: [redacted]

TOTAL LABOR:	$ 6,425.44
TOTAL EQUIPMENT EXPENSE:	$ 1,611.56
TOTAL MATERIALS:	$ 224.37
TOTAL	**$ 8,261.37**

EquipmentWatch™

www.equipmentwatch.com

All prices shown in US dollars ($)

Rental Rate Blue Book®

Deere 85G
Crawler Mounted Hydraulic Excavators

Size Class:
8.1 - 10.0 MTons
Weight:
N/A



Configuration for 85G

Operating Weight	**19244.0 lbs**	Power Mode	**Diesel**

Blue Book Rates

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

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $6,045.00	USD $1,695.00	USD $425.00	USD $64.00	USD $24.95	USD $59.30
Adjustments						
Region (Illinois: 100.9%)	USD $54.40	USD $15.26	USD $3.83	USD $0.58		
Model Year (2016: 99.8%)	(USD $12.20)	(USD $3.42)	(USD $0.86)	(USD $0 13)		
Adjusted Hourly Ownership Cost (100%)	-	-	-			
Hourly Operating Cost (100%)					-	
Total:	**USD $6,087.21**	**USD $1,706.83**	**USD $427.97**	**USD $64.45**	**USD $24.95**	**USD $59.54**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $17.29
Idling Rate	USD $39.77

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	42%	USD $2,538.90/mo
Overhaul (ownership)	48%	USD $2,901.60/mo
CFC (ownership)	3%	USD $181.35/mo
Indirect (ownership)	7%	USD $423.15/mo
Fuel (operating) @ USD 2.53	21%	USD $5.18/hr

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

www.equipmentwatch.com

EQUIPMENT WATCH

www.equipmentwatch.com

Rental Rate Blue Book®

On-Highway Light Duty Trucks

Miscellaneous Models

Size Class:
300 HP & Over 300 HP & Over Ford F-350 Service

Configuration for On-Highway Light Duty Trucks

Power Mode	**Gasoline**	Cab Type	**Crew**
Axle Configuration	**4X2**	Ton Rating	**1**
Horsepower	**300.0**		

Blue Book Rates

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

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	$875.00	$245.00	$61.00	$9.00	$26.85	$31.82
Adjustments						
Region (Illinois: 101.6%)	$14.00	$3.92	$0.98	$0.14		
Model Year (2000: 91.8%)	($72.90)	($20.41)	($5.08)	($0.75)		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
Total:	**$816.10**	**$228.51**	**$56.90**	**$8.39**	**$26.85**	**$31.49**

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	59%	$516.25 / mo
Overhaul (ownership)	27%	$236.25 / mo
CFC (ownership)	4%	$35.00 / mo
Indirect (ownership)	10%	$87.50 / mo
Fuel (operating) @ $3.92	83%	$22.34 / hr

Mack

On-Highway Rear Dumps
Miscellaneous Models

Size Class:
Gross Vehicle Weight: 45,001 - 60,000 GVW

Add To My Fleets +

Configuration for On-Highway Rear Dumps

Power Mode:	**Diesel**	Axle Configuration:	**6X4**
Maximum Gross Vehicle Weight:	**50,000 lbs**	Struck Capacity:	**10 - 12 cy**
Horsepower:	**400.0**		

Equipment Notes: Highway-type rear dump equipment presents a broad variance in list price for similar load-rated capacities. Engine, axle and transmission significantly vary the rate. Costs listed here reflect an average purchase price and are presented only for comparative purposes.

Blue Book Rates

Rate Effective Dates: Always Use Current Rate

printable report

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

	Ownership Costs				Estimated Operating Costs	FHWA Rate **
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	$3,495.00	$980.00	$245.00	$37.00	$62.05	$81.91
Adjustments						
Region (Illinois: 101.6%)	+$55.92	+$15.68	+$3.92	+$0.59		
Model Year (1997: 83.8%)	-$575.25	-$161.30	-$40.33	-$6.09		
Ownership (100%)	-	-	-	-		
Operating (100%)						
Total:	**$2,975.67**	**$834.38**	**$208.59**	**$31.50**	**$62.05**	**$78.96**

For details, see Rate Element Allocation

Adjustments

Default Settings

Model Year: 1997

Region: Illinois

Canadian Regions Alaskan Regions

User Defined

Ownership: 100 %

Operating: 100 %

Adjust Rates

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	52%	$1,817.40 / mo
Overhaul (ownership)	30%	$1,048.50 / mo
CFC (ownership)	6%	$209.70 / mo
Indirect (ownership)	12%	$419.40 / mo
Fuel (operating) @ $4.11	74%	$46.03 / hr

EquipmentWatch

www.equipmentwatch.com

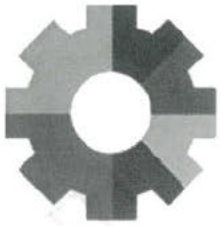
All prices shown in US dollars ($)

Rental Rate Blue Book®

TAGALONG International 16TON trailer

Miscellaneous TOW 2 2 16
Non-Tilt Deck Utility Trailers

Size Class:
All
Weight:
13800 lbs



Configuration for TOW 2 2 16

Capacity	**16.0** t	Hitch Type	**Tow**
Number Of Axles	**2.0**	Number Of Tires	**8.0**

Blue Book Rates

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

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $490.00	USD $140.00	USD $35.00	USD $5.00	USD $2.64	USD $5.42
Adjustments						
Region (Illinois: 102.2%)	USD $10.78	USD $3.08	USD $0.77	USD $0.11		
Model Year (2007: 89.14%)	(USD $54.39)	(USD $15.54)	(USD $3.89)	(USD $0.56)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $446.39**	**USD $127.54**	**USD $31.88**	**USD $4.55**	**USD $2.64**	**USD $5.18**

Non-Active Use Rates

	Hourly
Standby Rate	USD $1.57
Idling Rate	USD $2.54

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	44%	USD $215.60/mo
Overhaul (ownership)	38%	USD $186.20/mo
CFC (ownership)	5%	USD $24.50/mo
Indirect (ownership)	13%	USD $63.70/mo

Fuel cost data is not available for these rates.

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

JNC Recycling Company

INVOICE

760 Factory Road
Addison, IL 60101
Phone (630) 629-8384 Fax (630) 629-7001

INVOICE #072825B
DATE: JULY 28, 2025

TO:
John Neri Construction Co., Inc.
770 West Factory Road
Addison, Illinois 60101
Phone (630) 629-8384

SHIP TO:
Job No. 2511

SALESPERSON	P.O. NUMBER	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
	2511				Due on receipt

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
2 C.Y.	7/26/25 Black Dirt	$35.00	$70.00

SUBTOTAL	$24.00
SALES TAX	
SHIPPING & HANDLING	
TOTAL DUE	$24.00

THANK YOU FOR YOUR BUSINESS!

JNC Recycling Company

INVOICE

760 Factory Road
Addison, IL 60101
Phone (630) 629-8384 Fax (630) 629-7001

INVOICE #072825
DATE: JULY 28, 2025

TO:
John Neri Construction Co., Inc.
770 West Factory Road
Addison, Illinois 60101
Phone (630) 629-8384

SHIP TO:
Job No. 2511

SALESPERSON	P.O. NUMBER	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
	2511				Due on receipt

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1.8 Ton	7/26/25 CA-7 Trench Backfill	$24.50	$44.10

SUBTOTAL	$44.10
SALES TAX	
SHIPPING & HANDLING	
TOTAL DUE	$44.10

THANK YOU FOR YOUR BUSINESS!

JNC Recycling Company

INVOICE

760 Factory Road
Addison, IL 60101
Phone (630) 629-8384 Fax (630) 629-7001

INVOICE #072825C
DATE: JULY 28, 2025

TO:
John Neri Construction Co., Inc.
770 West Factory Road
Addison, Illinois 60101
Phone (630) 629-8384

SHIP TO:
Job No. 2511

SALESPERSON	P.O. NUMBER	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
	2511				Due on receipt

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
27 Sq. Yds	7/26/25 Class 1 seed & erosion blanket	$3.00	$81.00

SUBTOTAL	$81.00
SALES TAX	
SHIPPING & HANDLING	
TOTAL DUE	$81.00

THANK YOU FOR YOUR BUSINESS!

Resolution #: R-63-25

Account: 01-60-663100

Approvals: *Author / Manager / Finance / Admin*

D.P. RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 8/14/2025

Description: **A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-13/25 to John Neri Construction Co., Inc.**

Agenda Section: Engineering & Construction

Originating Department: Pipeline & Remote Facilities

The Commission entered into certain agreements dated June 30, 2025, with John Neri Construction Co. Inc., Rossi Contractors Inc., and Benchmark Construction Co. Inc., for Quick Response construction work, as needed, through the issuance of Work Authorization Orders (Contract QR-13/25) and ending on June 30, 2027. Resolution No. R-63-25 approves the following Work Authorization Orders under the Quick Response contracts.

Work Authorization Order No. 13.002 to John Neri Construction Co., Inc.

Pipeline and Remote Facilities staff have identified twenty-one (21) manhole frames & lids and cathodic protection handhole structures that require repairs. The repairs include breaking asphalt and/or concrete street surfaces/bases, excavating existing frames and adjustment rings, and resetting, replacing, or installing new adjustment rings, frames, or lids. Staff requested the QR contractors to provide an estimate for twenty-one (21) structures for repairs with an option to include an additional two (2) structures, to be identified by Staff, for the potential of twenty-three (23) structures to be repaired. The proposals are listed below:

John Neri Construction Co., Inc.	$288,100.00
Rossi Contractors, Inc.	$344.581.00
Benchmark Construction Co., Inc.	$922,000.00

Staff believe the proposal of John Neri Construction Co. Inc. is to be in the best interest of the Commission with a contingency of ten percent (10%) for unforeseen circumstances.

Recommended Motion:

To adopt Resolution No. R-63-25, WAO No. QR 13/25 002 for an estimated expense of $288,100.

RESOLUTION NO. R-63-25

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

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

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

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

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

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

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

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

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

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

ADOPTED THIS _____ DAY OF _____, 2025.

_____
James F. Zay, Chairman

ATTEST:

_____
Danna Mundall, Clerk
Board/Resolutions/2025/R-63-25.docx

EXHIBIT 1

Work Authorization Order No 13/25.002

John Neri Construction Co., Inc. Proposal dated August 14, 2025

JNC

JOHN NERI CONSTRUCTION CO., INC.
Sewer & Water Contractors
770 Factory Road *Addison, IL 60101
Tel: 630 629-8384* Fax: 630 629-7001
www.johnnericonstruction.com

August 14, 2025

Mr. Dariusz Panaszek
DuPage Water Commission
600 E. Butterfield Rd.
Elmhurst, Illinois 60126

2025 (2026 FY) Frame and Lid Repair List. Only frames and lids provided

#	Asset	Pipeline	Station	Location	Village	Comments on Repairs	Type	Structure	Estimated cost
1	10056	72''	78+00	41.86991583 - 87.89232338	Hillside	Frame and lid replacement. Replace and restore to IDOT specifications ***Structure in concrete and curb in concrete finished pavement.***	AR	32"	$ 11,800.00
2	10103	FN-2/89	119+50	41.94820719 - 88.02678052	Addison	Frame and lid replacement. Replace and restore to IDOT specifications. ***Structure in concrete finished pavement.***	AR	29"	$ 14,700.00
3	11249	FSW-1/89 4	0+15	41.78599509 - 88.02732918	Downers Grove	Frame and lid replacement. Replace to IDOT specifications Trench to curb and run CP wires to test pad. ***Structure in asphalt.***	BV	29"	$ 12,500.00
4	10055	72''	59+27	41.87005321 - 87.89910779	Hillside	Frame and lid replacement. Replace road and curb to IDOT specifications. ***Structure in concrete curb and gutter.***	AR	29"	$ 11,300.00
5	10473	TS-5/97	86+04	41.77329251 - 87.99664708	Downers Grove	Frame and lid replacement. Replace and restore to IDOT specifications. ***Structure in asphalt.***	AR	29"	$ 11,700.00
6	10274	90''	83+77	41.87613269 - 87.78933226	Oak Park	Frame and lid replacement. Replace to IDOT specifications (needs frame). ***Structure in asphalt.***	AR	29"	$ 11,800.00
7		FN-2/89, MS-1E	4+00	41.948577, - 88.028607	Addison	Install precast handhole in lieu of above ground test station. Precasted frame, lid, and handhole provided	CP	hand hole	$ 9,600.00
8	10705	90''	144+11	41.874404 - 87.808991	Forest Park	Frame and lid replacement. Replace and restore to IDOT specifications ***Structure in concrete finished pavement.***	BV		$ 13,200.00
9	10362	TNW-1/88	3+84	41.87448197 - 87.92050004	Elmhurst	Frame and lid replacement. Replace and restore to IDOT specifications.***Structure in asphalt.***	AR	29"	$ 9,400.00
10	10534	TS-3/88	518+50	41.7591794 - 87.94921081	Darien	Frame and lid replacement. Replace and restore to IDOT specifications. ***Structure in asphalt.***	AR	29"	$ 12,300.00
11	10862	FS-2/89, MS-20B	62+45	41.769232 - 87.974324	Westmont	Frame and lid replacement. Replace and restore to IDOT specifications. ***Structure in asphalt.***	BOV		$ 11,800.00
12	10193	FS-2/89, MS-15A	19+17	41.74376897 - 88.09619265	Naperville	Frame and lid replacement. Replace and restore to IDOT specifications. ***Structure in asphalt.***	AR	29"	$ 8,700.00
13	10990	TOB E-87 SOUTH	26+98	41.756125 - 88.114511	Naperville	Replace valve box and lid adjustment rings to IDOT specifications. ***Structure in asphalt.***	BOV		$ 12,500.00
14	10144	FOB-2/89, MS-21B	24+90	41.86524848 - 88.10096721	Wheaton	Frame and lid replacement. Replace and restore to IDOT specifications. **Structure in asphalt.**	AR	29"	$ 13,500.00
15	11189	FOB-2/89, MS-3B	761+25	41.94593333 - 88.08052078	Bloomingdale	Frame and lid replacement. Replace and restore to IDOT specifications. ***Structure in asphalt.***	BV	29"	$ 13,800.00

16	11216	TOB E-87 NORTH	790+90	41.95403422 - 88.08094226	Bloomingdale	Frame and lid replace. Replace and restore to IDOT specifications (needs frame). ***Structure in asphalt-striping to be maintained as found.***	BV	29"	$ 14,900.00
17	10455	TOB E-87 NORTH	800+76	41.95672235 88.08102527	Bloomingdale	Frame and lid replacement. Replace and restore to IDOT specifications (needs frame). **Structure in concrete finished pavement in same road square.**	AR	29"	$ 14,900.00
18	11347	TOB E-87 NORTH	800+82	41.95675293 - 88.08102697	Bloomingdale	Frame and lid replacement. Replace and restore to IDOT specifications (needs frame). ***Structure in concrete finished pavement in same road square.***	BV	29"	$ 15,300.00
19	10456	TOB E-87 NORTH	54+45	41.95856035 - 88.08112538	Bloomingdale	Frame and lid replacement. Replace and restore to IDOT specifications (needs frame). ***Structure in concrete finished pavement.***	AR	29"	$ 15,800.00
20	10736	FN-2/89, MS-1e	47+07	41.941557 - 88.042073	Addison	Frame and lid replacement. Replace and restore to IDOT specifications ***Structure in asphalt.***	BOV		$ 8,800.00
21	10351	TNW-1/88	528+07	41.91998823 - 87.95763597	Elmhurst	Frame and lid replacement. Replace and restore to IDOT specifications (needs frame). ***Structure in concrete finished pavement.***	AR	29"	$ 14,800.00
22	TBD					Repair/install frame and lid in an asphalt or concrete paved area. Work requires breaking asphalt and/or concrete street base, excavation of existing frame and adjustment rings, resetting, replacing or installing new adjustment rings, frame and lid, restoration in compliance with the local authority having jurisdiction, of existing roadway pavement, curb/gutter, sidewalk and parkway disturb or damaged due to repair work.			$ 12,500.00
23	TBD					Repair/install frame and lid in an asphalt or concrete paved area. Work requires breaking asphalt and/or concrete street base, excavation of existing frame and adjustment rings, resetting, replacing or installing new adjustment rings, frame and lid, restoration in compliance with the local authority having jurisdiction, of existing roadway pavement, curb/gutter, sidewalk and parkway disturb or damaged due to repair work.			$ 12,500.00

Total estimated cost for above work. **$ 288,100.00**

Sincerely,

John Neri Construction Co., Inc.

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QR-13/25: QUICK RESPONSE CONTRACT

WORK AUTHORIZATION ORDER NO.: QR-13.002

LOCATION:

Various locations throughout Commission transmission and distribution system, see attached map book.

CONTRACTOR:

John Neri Construction Co. Inc.

DESCRIPTION OF WORK:

In accordance with John Neri Construction Co., Inc, proposal dated August 14, 2025, repairs include breaking asphalt and/or concrete street bases, excavating existing frames and adjustment rings, and resetting, replacing, or installing new adjustment rings, frames, or lids at 21 discrete locations plus an additional 2 locations if deemed necessary and so directed by the Commission and restoration of all disturbed areas to the satisfaction of the permitting highway authority, and all other work as necessary or as directed by the Commission.

REASON FOR WORK:

Manhole lid and repairs are needed to maintain infrastructure an improve safe access to our pipeline facilities.

MINIMUM RESPONSE TIME:

N/A

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

DWC will supply all frames and lids needed for the repairs, the contractor is to provide everything else.

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

[ ] **IS** [X] **IS NOT** **PRIORITY WORK**

SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:

N/A

SUBMITTALS REQUESTED:

NO

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

NO

DUPAGE WATER COMMISSION

By: _____
Signature of Authorized Representative

DATE: _____

CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:

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

DATE:_____

Resolution #: R-64-25

Account: 01-80-852010

Approvals: *Author / Manager / Finance / Admin*

JL JML CAP PDM

REQUEST FOR BOARD ACTION

Date: 8/14/2025

Description: **Phase III (Construction) Engineering Contract Assignment for the WaterLink Pipeline Project – Stanley Consultants, Inc.**

Agenda Section: Engineering & Construction

Originating Department: Engineering

As the WaterLink Phase II (Design) Engineering effort nears completion, the project will soon move into the construction phase. The project has been divided into five pipeline construction packages, with a sixth to include construction of the metering stations and chemical feed building. In order to ensure that the project is constructed in conformance with the design plans and specifications, oversight by a qualified construction engineering firm on each construction package is necessary.

To that end, the Commission issued a Request for Qualifications (RFQ) and subsequent Request for Proposals (RFP) in accordance with Qualifications-Based Selection (QBS) procedures. After review by Commission Staff and discussion with the Program Management Firm Burns & McDonnell (BMcD) construction engineering assignments were established and previously awarded for all construction packages associated with the installation of WaterLink *pipelines*. Resolution R-64-25 only includes assignment of Construction Engineering Services associated with the metering station construction package, with Stanley Consultants, Inc. (Stanley) having provided the only proposal.

It should be noted that this contract total is structured such that payment is only due for those services rendered through the duration of the contract, as opposed to a lump sum or percentage-based contract. The cost is "not-to-exceed" and can be considered conservative as the duration contemplated is likely in excess of the actual duration of the work the contractor will be performing in the field. The total contract award to Stanley Consultants under Resolution R-64-25 (Task Order No. 03) is $1,219,991.36. Stanley will also be providing construction engineering services for two of the pipeline packages, including the package that includes pipeline connections with each Meter Station.

Recommended Motion:

To adopt Resolution R-64-25.

DuPAGE WATER COMMISSION

RESOLUTION NO. R-64-25

A RESOLUTION TO AUTHORIZE SCOPE OF SERVICES FOR TASK ORDER NO. 3 UNDER A MASTER SERVICES AGREEMENT WITH STANLEY CONSULTANTS, 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 Stanley Consultants, Inc. (the "Consultant"), dated May 16, 2013, to provide, from time to time, professional engineering services in connection with the design and construction of extensions and improvements to the Waterworks System and other projects of the Commission (the "Master Contract"); and

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

WHEREAS, the Consultant has developed the Scope of Services attached hereto and by this reference incorporated herein and made a part hereof as Exhibit A, which is approved and will be formalized into Task Order 3 under the existing MSA.

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

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

SECTION TWO: The Scope of Services attached hereto as Exhibit A shall be and hereby is approved and will be formalized as Task Order 3 under the existing MSA, 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-64-25.docx

EXHIBIT A

Stanley Consultants

Connect. Create. Contribute.

DuPage Water Commission

Response to:

Commission Water Transmission Main Extension to Montgomery, Oswego and Yorkville
MS-22/25

July 2, 2025



Stanley Consultants INC.

8501 W. Higgins Road
Suite 730
Chicago, IL 60631

773.693.9624
stanleyconsultants.com

July 2, 2025

Jeff Loster, PE, Engineering Manager
DuPage Water Commission
600 East Butterfield Road
Elmhurst, IL 60126-4642

RE: Commission Water Transmission Main Extension to Montgomery, Oswego and Yorkville MS-22/25

DuPage Water Commission (DWC) is seeking construction engineering services for the multiple contract WaterLink Extension Project. Stanley Consultants' team members are specifically qualified to provide the extensive experience and knowledge in construction engineering required for the successful and timely construction of this project.

As a leading provider of construction management services for water, wastewater and energy facilities, we are well qualified to be a trusted partner with DWC. This Stanley Consultants team has recent, relevant experience providing construction program management services in northern Illinois for large Water Commission projects. In addition, our team is:

Experienced

Our partnership with DWC on the phase II Design WaterLink Extension coupled with experience on over 1,800 construction management projects, means Stanley Consultants brings comprehensive support experience and a deep understanding of the specific construction needs during phase III services.
Key team members, Jared Hamilton and Jesse Singer have invaluable experience from their tenure on similar water line transmission projects, where they led the construction and startup of intricate systems and processes. This team brings a combination of skillset appropriate for this project that includes expertise in large pipeline construction programs, inspection training, construction scheduling and the original DWC pipeline installation and those associated lessons learned.
With the Stanley Consultants' Team comprised of individuals you will know and trust, we will provide you the scalable, flexible depth of expertise which gives you reliable experts who understand the critical importance of management during construction of your long-term infrastructure assets.

Responsive

Stanley Consultants prioritizes impeccable execution of water projects and understands the importance and timeliness of this project due to the immediate impacts it has for two of the three WaterLink communities. Our CM team will keep your program manager and your leadership and operations abreast of daily construction activities and raise issues or concerns with solutions quickly. Additionally, this project has a multitude of stakeholders which will need individual communication and coordination plans.
Currently engaged in the phase II services of this project, our team demonstrates a commitment to exceptional results, quality assurance and compliance. With a proven track record of responsiveness, we will continue to consistently meet or exceed your needs.

Integrated

We will provide flexible staff augmentation solutions to address selected contractors' construction approach and how DWC will contract phase III services. We have brought several additional teaming partners to this project and can bring partners as needed to meet your needs. Stanley Consultants' excels at running multi-consultants construction management and inspection teams, with a proven track record on the Morton Grove Niles Water Commission Supply project and many other construction projects in the Chicagoland area.
If you have any questions or need further clarification, please do not hesitate to reach out to Jared Hamilton; his contact information is in the firm information section. We look forward to your favorable review of our qualifications and encourage your staff to contact our references for firsthand testimony of our past performance.

Jared Hamilton, PE
Construction Services Group Manager

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Fees (Separate Envelope)

Firm Information: Stanley Consultants, Inc.

850
Current Stanley Consultants Employees

Founded In
1913

Worked in
50 States | **120+** Countries

Over
20
Offices Worldwide

Services Include:

- Construction Observation
- Program Management
- Project Management
- Owner's Engineer
- Permitting Support

Stanley Consultants is one of the leading engineering and architectural firms offering construction services. Using proven methods and procedures, our experienced construction management professionals have consistently and successfully represented project owners during construction overseeing small to large construction projects. We will be your eyes and ears in the field.

Our work includes the public and private sector for water supply systems; water and wastewater treatment plants; electric generating stations; substation and transmission and distribution lines, and highways, streets and bridges. Stanley Consultants' construction service management experts are available to assist your in-house staff or assume total project management. We will structure our services to meet your specific needs.

DWC, like all our clients, wants to work with a team that meets cost and schedule control objectives while achieving a quality construction project. We accomplish these results by planning, organizing and coordinating the design and construction processes through effective administration, control and communication. In addition to providing senior construction service managers and on-site resident engineers, field engineers and inspectors, we offer expertise in construction cost estimating support services such as risk and scheduling analysis, expediting and negotiating requests for information and change orders, contract documentation, claim evaluation and value engineering.

Local Address and Contacts

Construction inspection services are primarily going to be supported locally.
Chicago, IL: 8501 West Higgins Road, Suite 730 Chicago, IL 60631 – Phone: 773.693.9624

JARED HAMILTON
773-444-5974
HamiltonJared@stanleygroup.com

KATE DESPINOY
773-714-2028
DespinoyKate@stanleygroup.com

ADDITIONAL SUPPORT

Stanley Consultants has the following sub consultants available to support our project as needed. Our understanding is that the Program Manager may be utilizing a program-wide materials testing company, but if needed, we have a proposed firm.

Robinson ENGINEERING

Our construction engineering team works to lead a rigorous, collaborative process to support sustainable, functional, and inspiring projects that serve the public interest, while providing value to our client communities.

Our team performs construction staking and layout, inspection, and documentation for over $100 million in construction work on behalf of various municipalities each year. Our construction experience, superior field communications, and respected working relationship with area contractors ensures that projects are constructed on time, on budget, and to the quality demanded by our clients.

We have an experienced team that is dedicated to assisting our public clients in achieving their goals, and is fully capable of providing the entire array of construction engineering and management services.

SERVICES

- Construction Layout and Staking
- Construction Observation
- Pressure Testing and Chlorination
- Proof Roll Review
- Contractor Payout Review
- Record Drawing Preparations

PREQUALIFICATIONS

- Cook County Department of Transportation and Highways
- Illinois Capital Division of Transportation
- Illinois Department of Transportation
- Illinois Environmental Protection Agency
- Illinois State Toll Highway Authority
- Indiana Department of Transportation
- Lake County Highway Department
- Will County Division of Transportation

S.T.A.T.E. TESTING DUNDEE CHICAGO (847)836-6002

S.T.A.T.E. Testing, LLC (STATE) has the necessary engineering staff and technically specialized union technicians to cover all fabrication, inspection, and acceptance aspects of prestressed concrete cylinder, steel, or ductile iron pipes. We also have vast inspection experience with all other manners of manufactured materials such as structural steel, reinforcement bars, fasteners, and bolts.

STATE's Structural Inspection division is the most experienced firm in the Chicagoland area for shop inspection of precast/prestress concrete and steel products. STATE is the trusted expert for nearly all the major Chicagoland agencies including Illinois Tollway, City of Chicago, O'Hare Airport, IDOT, and numerous other counties. STATE is the only firm providing materials inspection that is agency-focused; we concentrate on providing Quality Assurance (QA) services, not Quality Control, to eliminate any conflicts of interest for our clients. For prestressed concrete, every one of STATE's precast/prestress inspectors are Prestressed Concrete Institute (PCI) certified and have decades of experience providing QA inspection for a wide array of concrete products. For steel, every one of STATE's steel inspectors are American Welding Society Certified Welding Inspectors (AWS CWI) and have extensive experience inspecting products ranging from massive structural elements to the smallest of fasteners. In addition to our certified and experienced inspectors, STATE's Structural Inspection division is managed by a licensed Professional Engineer, registered both in Illinois and Wisconsin. This P.E. oversight provides efficient communication through all parties, allows inspectors to have an internal engineering resource for clarifications/issues, and a self-sustaining inspection program. Not only can STATE provide the most technically qualified and experienced inspection program, but we can also do it with potential cost savings for our clients. Since our inspectors are already representing multiple clients in most of the local fabrication shops, much of the logistics and shop time can be spread over multiple agencies. This is a unique and cost-effective service that no other engineering firm can offer. Our Structural Inspection division is also located in Beloit, Wisconsin which places us geographically near to many of the largest producers of these products.

Firm Qualifications

Stanley Consultants offers a comprehensive range of services for project delivery, construction management and inspection. Our expertise in these areas leads to the efficient execution of projects, adherence to schedules and the delivery of the highest level of quality.



This project can be supported by more than construction services, as we can offer reach back services that encompass the entire project lifecycle, from planning, permitting and design through construction and commissioning. We will work closely with you and the designer of record throughout the construction to streamline construction activities and address issues that arise. Our experienced team of professionals use industry-leading tools and methodologies to effectively manage project scope, schedule and budget.

Our construction management experience shows a proven track record of overseeing complex construction projects for municipal clients like DWC, as well as other entities. We work closely with contractors, subcontractors and suppliers to verify that construction activities are carried out in accordance with project specifications and industry standards. We provide on-site supervision, quality control and safety management to mitigate risks and provide the highest level of construction quality. Our construction management services also include progress monitoring, cost control and change management to keep projects on track and within budget.

Additionally, our inspection services play a crucial role in verifying that construction activities comply with design specifications, codes and regulations. Our qualified inspectors conduct thorough inspections at various stages of construction to identify any potential issues or deviations from the approved plans. We provide detailed reports and recommendations to address any non-compliance or quality concerns, allowing for timely corrective actions and minimizing project delays.

Project Success

Stanley Consultants successfully managed a fast-moving program for the construction of the Morton Grove Niles Water Commission (MGNWC) transmission line that encompassed 13 individual construction contracts and 11 prime contractors. Our team was able to staff up and down as needed to provide full construction management coverage over the course of four years as individual contracts had staggered start and completion dates. During peak construction there were over 100 contractor personnel onsite daily, and our team provided 20 full-time staff overseeing construction and actively managing the program on behalf of MGNWC. Our construction burn rate at its peak was $8.8 Million per month. The MGNWC transmission system was successfully commissioned ahead of schedule and has been operating reliably ever since.

PROJECT DELIVERY

Our dynamic project team, alongside our available supplemental services personnel include experts in project management, contract management, cost estimating, corrosion protection, materials testing and construction inspection. The members of our team have worked with DWC and understand your objectives and goals. We are familiar with your system, operations team and workflow and will add consistency and efficiency to the project delivery. Our team excels in overseeing all aspects of project execution, seamless coordination and efficient resource allocation. When managing projects, we bring a standard project management framework that fosters successful implementation. Components of this framework include:

- **Right Person, Right Job:** Resourcing the correct people with the right skills to achieve the project's goals; and
- **Accountability:** Prioritize accountability and reporting to achieve successful project delivery.

To minimize disruption to DWC and surrounding stakeholder communities, we understand the importance of contract management and schedule management. We are skilled in developing and maintaining project schedules, closely monitoring progress to achieve timely completion. We can effectively manage contracts, verifying compliance, mitigating risks and fostering strong relationships with stakeholders.

Other critical components of project delivery that will be beneficial to the organization include:

- **Risk Management:** Our proactive approach to risk management allows us to identify, assess and mitigate potential risks throughout the project lifecycle.
- **Cost Estimating:** Leveraging our experience and industry knowledge, we provide accurate and reliable cost estimates to support budgeting, financial planning and confirming the validity of contractor change order costs.
- **Materials Testing:** Our experienced in-house materials testing team can develop tailored quality assurance testing regimens across all major construction materials including soil, concrete and asphalt, to conveniently monitor specification compliance.

CONSTRUCTION MANAGEMENT AND INSPECTION

Similar to strategies for managing project risk and schedule variances, we will continue to embed a culture of quality for DWC. The result will be finished assets that not only meet budgetary goals but also provide expected value in terms of length of reliable service, within a sustainable and safe working environment. By involving the right reviewers at the right times, following through with timely and appropriate quality checks, and establishing an effective construction quality program, we will exceed our performance expectations.



By offering these comprehensive project delivery, construction management and inspection services, we are well-equipped to meet DWC needs and the requirements of other key stakeholders such as IDOT.

Other critical components of construction management that will be beneficial to the organization include:

- **Field Supervision:** Our experienced team provides on-site supervision, closely monitoring construction activities to maintain adherence to project specifications and regulatory requirements.
- **Coordination and Communication:** We excel in facilitating effective communication and coordination among project stakeholders, fostering collaboration and minimizing conflicts. We understand that our inspectors will be the field representatives for DWC while on-site and that the upstreaming and down-streaming of information is key to DWC making informed decisions. Morreale Communications will support our team if formal public relations services are requested.
- **Health and Safety:** We prioritize the well-being of all project participants—including residents, workers and visitors near the construction sites. We will monitor the contractor's safety plans and protocols to help maintain a secure working environment.
- **Commissioning:** Our team's expertise enables us to closely oversee the commissioning process, diligently monitoring systems and components to confirm thorough testing and full operational readiness. Through our unwavering commitment, we will meet your needs and minimize the likelihood of any potential operational issues in the future.

COMPLIANCE AND DOCUMENTATION

As a construction project manager, Stanley Consultants is familiar with reviewing the compliance requirements for both state and federal funding and developing a compliance plan. On past projects, the processes developed to adhere to those requirements were documented in the construction plan, established workflows using the existing project management information system and standard language added to all contracts to guarantee all parties were held to the same requirements. A robust reporting and compliance (audit) process was implemented to ensure all parties were maintaining the required compliance set forth by the funding agencies. Throughout the process, there was regular contact and communication with funding representatives to elaborate their reporting needs and provide a collaborative process.

Jeff Luif and Michael Colby serve as cornerstones of our team's federal compliance expertise. Jeff has successfully managed construction documentation and financial oversight on multiple federally funded projects, ensuring full compliance with federal regulations while maintaining meticulous record-keeping practices essential for federal audits. Michael also has extensive federal documentation experience involving SRF and WIFIA funding sources for various water clients.

Our team's experience with federally funded infrastructure projects makes us uniquely qualified to address the specific requirements of the Waterlink Extension Project. We understand that this project will utilize WIFIA funds, and our experience managing federal documentation systems across numerous large-scale infrastructure projects has prepared us to implement the rigorous documentation protocols required for WIFIA compliance.

KEY FUNDING COMPLIANCE EXPERIENCE

IDOT Internal Project Closeout Auditor Experience, Documentation Auditor

Jeff Luif recently served as an internal project closeout auditor for IDOT on their in-house federally funded projects, a role that provided him with specialized insight into the most critical aspects of federal compliance from the agency perspective. In this capacity, Jeff reviewed project documentation for completeness, accuracy, and compliance with federal requirements before final submission to federal funding agencies. This experience allowed him to develop a comprehensive understanding of what federal auditors specifically look for during project reviews, including common documentation deficiencies that can delay reimbursement or result in funding clawbacks. Typical items of concern include proper certification of materials for payment, proper daily, weekly and monthly documentation, correct measurement procedures and calculations of quantities.

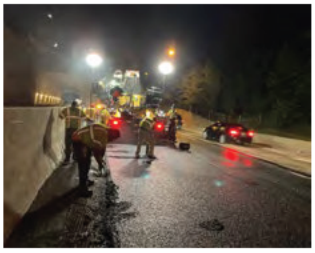
This specialized auditing experience will provide exceptional value to the DuPage Water Commission on the Waterlink Extension Project. Jeff's knowledge of federal closeout procedures allows him to implement preventative measures from the project's outset, establishing documentation systems specifically designed to pass federal scrutiny. Rather than addressing compliance issues reactively, Jeff's approach ensures that all documentation will be properly structured, organized, and maintained throughout the project lifecycle, significantly reducing the risk of funding complications during closeout. This proactive strategy minimizes administrative burdens for the Commission and helps ensure the prompt release of final federal payments.

US 20 Corridor Improvement Project | IDOT District 1, Assistant Resident Engineer & Documentation Engineer

Jeff Luif served as Assistant Resident Engineer and Documentation Engineer for the $30 million US 20 corridor improvement project from Nesler Road to Shales Parkway in Elgin. Throughout this IDOT project, Jeff implemented comprehensive documentation systems aligning with federal funding protocols. He processed all payment documentation according to federal financial guidelines, maintained detailed records of contractor activities to support potential federal audits, and managed quality assurance documentation to verify compliance with federal standards. His meticulous approach to processing change orders and extra work orders ensured proper federal justification procedures were followed, while his expertise in preparing pay estimates guaranteed compliance with federal payment mechanisms.

I-90 (Kennedy Expressway) Resurfacing | IDOT District 1, Materials Coordinator and Documentation Engineer

As Materials Coordinator and Documentation Engineer on the I-90 Kennedy Expressway Resurfacing project, Mr. Luif managed all Quality Assurance requirements for this federally funded interstate project. Jeff coordinated materials testing to ensure strict adherence to FHWA quality assurance standards, maintaining comprehensive material certification records required for federal reimbursement. His duties also included documenting compliance with federal Buy America provisions, a critical component for federal funding eligibility. Jeff thoroughly validated all contractor material submittals against federal specifications, creating a seamless audit trail that facilitated smooth federal reimbursement processes.



I-90 Night Construction

I-80 Roadway and Bridge Widening | IDOT District 1, Documentation Engineer

On this federally funded interstate project, Jeff conducted on-site inspection and documentation of construction activities on a 7-mile section of I-80 from US 30 to US 45. During this assignment, Jeff maintained daily inspection records of all inspection staff that met federal and state documentation standards. His field work involved tracking quantities and verifying measurements according to federal protocols, ensuring construction activities maintained compliance with federal environmental requirements, and verifying construction layout in accordance with federally approved plans. This experience provided Jeff with firsthand knowledge of how federal compliance requirements translate to field operations, a perspective that proves invaluable when managing complex federally funded projects.



I-80 Roadway Construction

Morton Grove Niles Water Commission SRF Construction Compliance, Field Engineer

On Morton Grove Niles Water Commission Supply Project, Michael provided funding support throughout the project into construction. Compliance and coordination was an effort between the designer of record/ engineer reviewing the shop drawings, diligently confirming required certifications that products were made in America and met the AIS requirements (now BABA), and the field inspector who inspected the actual product delivered to the worksite to confirm that it matched the product submitted in the shop drawing. It was an explicit priority of the construction management team that the project had to be 100% compliant with the AIS requirements with no exceptions. In addition, Michael had monthly check-in calls or emails with the IEPA funding project manager.



MGNWC Construction

WATER INFRASTRUCTURE FINANCE AND INNOVATION ACT (WIFIA) SPECIFIC REQUIREMENTS

The WaterLink Pipeline Project's utilization of WIFIA funding introduces specific compliance requirements that differ from traditional federal highway funding. WIFIA projects operate under EPA oversight and include several unique compliance elements that our team is prepared to address:

WIFIA projects require detailed Environmental Compliance documentation beyond typical NEPA requirements, with particular emphasis on water quality assurance measures. The program mandates comprehensive American Iron and Steel (AIS) documentation, which requires certification that all iron and steel products used in the project are produced in the United States. Unlike some federal funding programs, WIFIA requires detailed documentation of all project components to ensure that funded elements directly support water infrastructure improvements.

The program also has Davis-Bacon prevailing wage compliance provisions, requiring weekly certified payroll submissions with enhanced verification processes. WIFIA projects include distinctive financial reporting requirements, including regular drawdown documentation with supporting evidence of completed work, quarterly progress reporting with financial performance metrics, and annual credit surveillance documentation.

Risk management documentation is another critical requirement, necessitating regular updates on project risks and mitigation measures throughout the construction process. The program requires a formal asset management system documentation to ensure long-term sustainability of the funded infrastructure. WIFIA-funded projects also typically require enhanced contractor compliance documentation, including verification of registration with the federal System for Award Management (SAM).

Our team is well-versed in these specialized requirements and has established systems to ensure full compliance while minimizing administrative burden.

The critical nature of federal funding reporting cannot be overstated. Our team has established robust processes to ensure accurate and timely submission of all required federal documentation. We have systems for proper segregation of federally eligible versus non-eligible costs, allowing for clear tracking of expenditures. Our verification processes for contractor compliance with federal requirements help prevent costly compliance issues, while our comprehensive audit trails for all project expenditures ensure transparency throughout the funding process.

Project Understanding

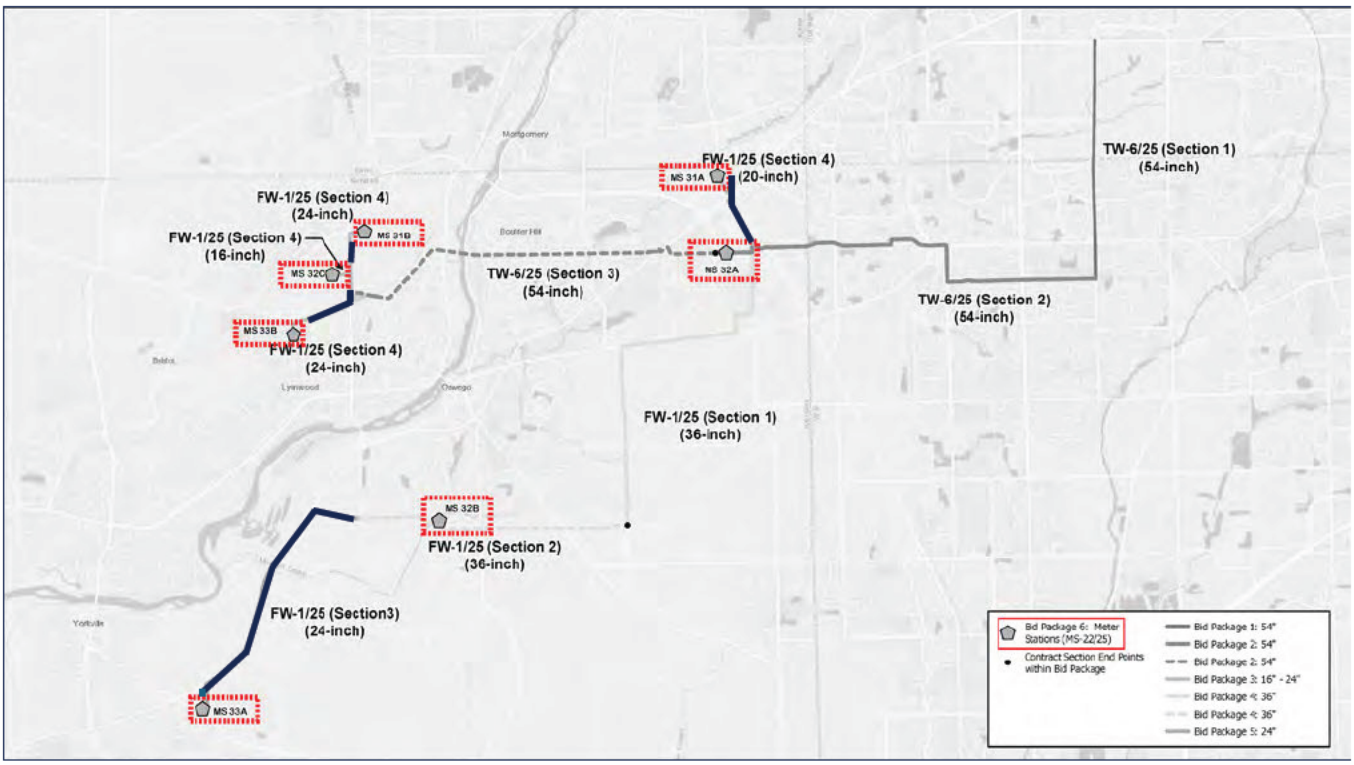
We believe the best way to approach a construction management project is with an experienced, organized and proactive project team. Stanley Consultants has many years of experience performing at a high level on projects with extensive public exposure. This valuable experience will be a great asset when dealing one on one with stakeholders and with time of the essence, to complete the work on schedule.



The construction of the Waterlink Extension project will be under a program led by Burns & McDonnell. The selected construction management consultants must work as a cohesive unit aligned on roles, responsibilities and common methodology on project oversight, coordination, contract administration and compliance, quality and safety and reporting. Our knowledge of each station, as they currently stand, is based on project plan reviews and site visits. Our project approach within this proposal shows our best practices on our typical standalone construction projects; however, our team is accustomed to working as a larger team and utilizing common field techniques and tools, and working under a program manager.

This construction project will bring Lake Michigan water to the three WaterLink Communities, which are facing ground water supply and quality issues. Stanley Consultants is submitting on construction management services on MS-22/25. Our knowledge of the seven meter stations, as they currently stand, is below. In the critical elements section, we will discuss our team's approach to mitigate for potential risks and key fundamental aspects of the project.

Construction management and inspection services will be essential elements in safeguarding the successful delivery of the Waterlink Extension Project. These services aid in the project being completed on time, within budget, and in compliance with safety, environmental, and regulatory standards.



Seven Meter Stations

This scope of work involves overseeing the construction of seven new water meter stations to support the delivery of a new water supply to Oswego, Yorkville and Montgomery and verify compliance with design specifications, operational performance standards, funding and regulatory requirements. Each station will serve as a critical control and monitoring point, ensuring accurate measurement, operational efficiency, and regulatory compliance for the incoming water supply. The primary objective is to assess the integrity and functionality of mechanical, electrical, and instrumentation components—ensuring accurate flow measurement, proper integration with SCADA systems, and safe, reliable operation. Inspection activities will include review of installation workmanship, verification of meter calibration, assessment of structural and site conditions, and confirmation of utility connections and security measures. Timely identification of deficiencies and clear documentation will be critical to supporting corrective actions and ensuring the long-term reliability of the station.

The project will require careful coordination to address varying local infrastructure constraints, phasing with local improvements on the same sites, and community and site-specific needs. Key considerations include flow metering accuracy, system integration with SCADA, site accessibility, security, and long-term operability and maintenance. The successful execution of this project will ensure equitable and reliable water distribution to all three communities while supporting broader system performance and sustainability goals.



We understand that a successful project requires close monitoring of the Contractor's activities as well as cooperation and communication. Jesse Singer has built his careers on searching for solutions to problems before they arise, communicating issues to all parties, and then providing solutions that value both project schedule and budget. On the $84 million Morton Grove - Niles Water Commission Transmission Project, Jesse served as a full-time resident engineer managing multiple pipeline contracts. He led those projects to be completed on budget and on time.



We understand construction change orders impact cost control and budget constraints. Our team has Jared Hamilton to support DWC, and he will be a key leader in providing construction staffing and management services. On the $84 million Morton Grove - Niles Water Commission Transmission Project, Jared managed 21 full-time resident engineers, contract administrators and field engineers. He was responsible for planning and directing all construction management tasks, including preconstruction and progress meetings, coordination with testing laboratories, field inspection and submittal reviews.



We understand the importance of compliance, particularly related to funding. Jeff Luif is experienced in documentation related to federally funded projects, a role that provided him with specialized insight into the most critical aspects of federal compliance from the agency perspective.

He is has expertise leading other documentation including but not limited to change orders, extra work orders and pay estimates. Jeff also specializes in the inspection of MOT, traffic and overall QC.



We understand funding and permitting compliance. Michael Colby served a key role is securing and executing the $84 million SRF loan for the Morton Grove Niles Water Commission Transmission project. Michael worked with EPA to close out all 10 SRF-funded contracts at the completion of the project. He also served in the field as a field representative, led permit efforts and negotiated with permit stakeholders throughout the construction.



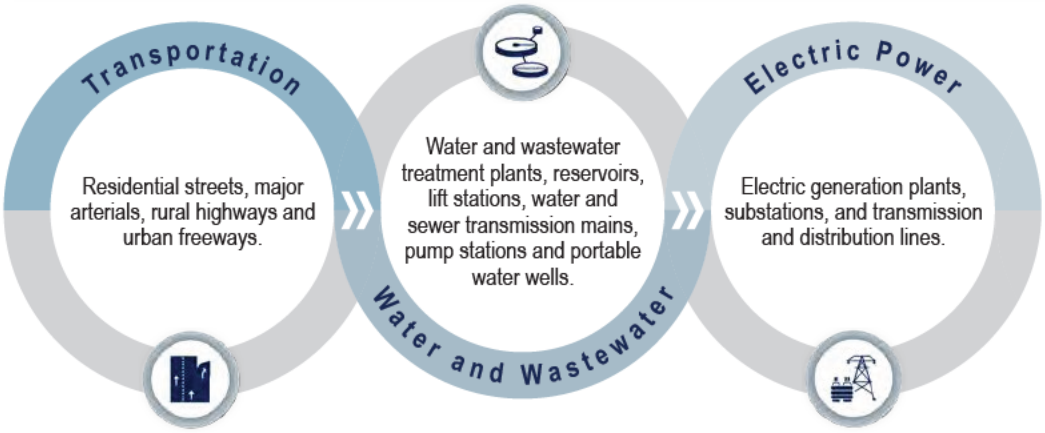
We understand the existing DWC water system and lessons learned from the construction of the original DWC water system which we will apply to this extension of service. Dave Barnas provided design and construction management for several segments of the original system. Dave was also the RE for the pump stations and water mainlining contracts on the MGNWC project.

Relevant Firm Experience

Stanley Consultants offers comprehensive professional services to the utility industry, including a wide range of construction inspection services for water, water treatment, transmission, substation and distribution projects of varying complexity. These services can be provided as a supplement to our engineering services or as standalone offerings for your projects. Field services and construction management are integral components of our service portfolio, and we have a skilled team of construction professionals dedicated to upholding contractual obligations, adhering to industry construction standards and specifications and advocating for your best interests.

DWC and Burns and McDonnell can count on our construction management professionals to look out for their best interests since they come from a variety of backgrounds, including experience working for contractors, utilities and public agencies. We can support these construction contract(s) with a construction management staff of more than 100 professionals, including a diverse Chicago-based construction management staff. They are fully supported by our local office with design expertise in wastewater, water, civil, transportation, structural, electrical, mechanical and landscape architecture.

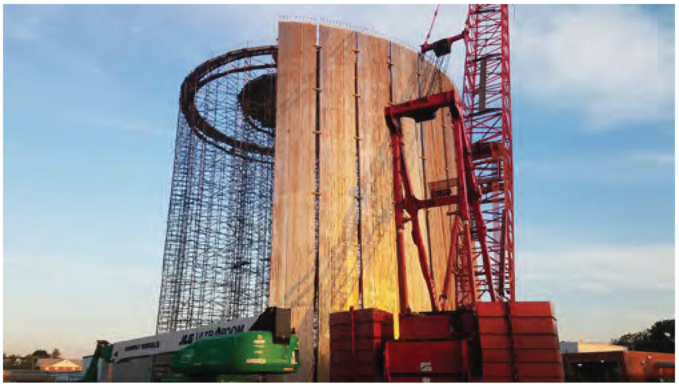
In the past **14 years**, we have completed construction services engagements on well **over $2 billion in capital projects.**



Stanley Consultants' field and inspection services responsibilities have included:

- Establishing and maintaining open lines of communication among stakeholders.
- Conducting or participating in preconstruction conferences.
- Holding meetings with relevant stakeholders to review work progress, discuss field observations, address conflicts, manage delivery and construction schedules, maintain quality standards and document and distribute meeting minutes.
- Issuing and maintaining logs of requests for information, instructions to contractors and change orders in coordination with the designer of record, depending on the item of concern.
- Reviewing and processing pay applications.
- Preparing and distributing daily and weekly status reports.
- Monitoring and evaluating construction for quality assurance.
- Documenting construction progress through daily logs that record site conditions, work hours, performed tasks, contractors' personnel and equipment on-site, delivered materials, material quantities and on-site test results.
- Providing regular progress reports and participating in project meetings as required.
- Consistently documenting and photographing progress.
- Reviewing change order requests before submission and suggesting alternatives to change orders whenever possible.
- Collaborating with the contractor throughout the project to maintain up to date as-built drawings that document changes from the original design, providing a final set of as-built drawings upon project completion.
- Reviewing safety practices for all field personnel and promptly notifying the construction manager of any observed unsafe work practices.

At Stanley Consultants, we prioritize the highest standards of construction inspection services to uphold the successful execution of your utility projects while maintaining safety, quality and adherence to specifications.



Services Provided

- Construction and Program Management
- Construction Inspection
- Public Outreach
- Project Coordination
- Survey and Record Drawings
- Funding Compliance
- Commissioning and Closeout

Project 1 – Water Supply Transmission Mains & Facilities Design

MORTON GROVE NILES WATER COMMISSION » MORTON GROVE & NILES, IL

After conducting studies and providing proof of concept, Stanley Consultants undertook the design engineering services for a comprehensive water transmission project. This included hydraulic analyses and final designs for a 12-mile stretch of 30-inch and 20-inch ductile iron water transmission main, two water pumping stations and a 7-million-gallon standpipe.

The design process also involved evaluating transmission main alignments and construction techniques to minimize risk, mitigate impacts on environmentally sensitive areas and optimize value. Notably, trenchless river crossings were selected as part of the construction techniques.

The project encompassed the design of two water pumping stations responsible for conveying water from the City of Evanston to the Villages. The Intermediate Booster Pumping station, situated in Evanston, had an average day pumping capacity of 5,000 gpm and a maximum day capacity of 8,800 gpm.

On the other hand, the Nagle Avenue Pumping Station, in Morton Grove, consisted of three sets of pumps supplying water to both communities. The first set of pumps, serving Morton Grove, had an average day pumping capacity of 2,200 gpm and a maximum day capacity of 4,000 gpm. The second set, serving Niles, had an average day pumping capacity of 2,800 gpm and a maximum day capacity of 4,800 gpm. The third set of pumps directly supplied water to the Niles distribution system, with a pumping capacity of 2,000 gpm.

Client Testimonial

Ralph Czerwinski, the Village Manager overseeing construction of the Morton Grove – Niles Water Commission Construction Project, stated "Jared Hamilton managed the construction of the project with great success. He served as an active leader and found solutions to issues and conflicts in the field before they became a problem. He proved to be a proactive leader who managed a large project requiring tremendous coordination under a compressed construction schedule."

REFERENCE »
Morton Grove - Niles Water Commission
1000 Civic Center Drive
Niles, IL 60714
William Balling
Retired Managing Director
847.588.8010
bill@wrbllc.com

COMPLETION DATE »
2022

KEY PERSONNEL »
Jared Hamilton
Jesse Singer
Michael Colby
Dave Barnas
Dwayne Jackson

AWARDS »
ASCE – Illinois Outstanding Civil Engineering Achievement Award
APWA – Illinois Public Works Project of the Tea Environmental Category - > $75 Million
ACEC – Illinois Engineering Achievement Award

FUNDING »
IL State Revolving Fund

Client Testimonial

"Throughout the project, Stanley Consultants and its team of engineering firms repeatedly and consistently provided sound engineering and construction management solutions. Their professionalism is greatly appreciated, and we are pleased with their services."

"I am proud to state that as a result of the efforts of Jared Hamilton, serving as the Water Commission's construction manager, objectives have been met, water is flowing and savings are being realized daily. His moral compass and character are stellar and his contributions to the Water Commission and its members have produced a highly successful project."

– William Balling, Retired Managing Director



With our comprehensive design and construction management services, Stanley Consultants played a pivotal role in the successful implementation of the water transmission project, effectively meeting the specific needs of the communities involved. Adjacent to the Nagle Avenue Pumping Station, a prestressed concrete standpipe stands tall at 100 feet, serving a vital function in the water transmission system. With a usable capacity of 7 million gallons, it maintains system pressure during periods when the pump stations are inactive.

The project also encompasses the structural lining of 2.3 miles of existing water transmission main, improvements to the ground-level reservoirs in the communities, and the implementation of a comprehensive SCADA control system. This control system facilitates the seamless operation of all facilities in conjunction with the existing storage and distribution systems in the Villages.

The project was executed on an accelerated schedule due to the impending expiration of water supply contracts with the City of Chicago. Implementing the change of supply would result in significant daily cost savings. Recognizing the importance of meeting this schedule, Stanley Consultants provided a united and collaborative approach among all stakeholders right from the project's inception. To achieve this, an early meeting addressed concerns, established the project's schedule and defined the scope of work. Through cooperative efforts, planning and design progressed efficiently, with a mere 11 months between the initiation of planning and the successful receipt of bids.



During construction, Stanley Consultants provided a program manager, resident engineers and inspectors to guide the completion of the facilities. Rather than bid the work as a single contract, the project was strategically divided into 13 contracts to allow for increased competition on bids and simultaneous construction throughout the length of the project, making it possible to complete the work before the existing water contract expired in December 2018. Stanley Consultants developed a field management plan that included required documentation procedures and clear chains of command for the efficient administration and observation of construction work. This plan included procedures that complied with the requirements of IDOT, Morton Grove, Niles and Skokie including those for security and document control. The implementation of this plan helped guard the MGNWC against defects and deficiencies in construction and help achieve the intended transmission system with the proper consideration of the impacts on the communities and the residents.

HOW PROJECT RELATES TO RFP

Stanley Consultants provided a dedicated program manager, resident engineers and inspectors for this water project. Our expertise and guidance played a crucial role in overseeing the construction of the facilities. By closely collaborating with all parties involved, we facilitated effective communication and coordination, enabling the project to meet its accelerated schedule requirements.

Project 2 – Sewerage & Water Board of New Orleans Water Hammer Hazard Mitigation

SEWERAGE & WATER BOARD OF NEW ORLEANS » NEW ORLEANS, LA

Stanley Consultants provided planning, design, and complete construction engineering services at the Carrolton Water Treatment Plant in New Orleans. The project consisted of the rehabilitation of three pump stations with a total capacity of 170 mgd and the addition of two elevated storage tanks each with a capacity of 2 MG. Design elements included the rebuilding of eight pumps, 40-45 mgd each; a pump surge analysis; 1,500 to 2,250-hp variable-speed drives and motors on the Claiborne Station; and specially designed ball valves to reduce surge on pump start and pump trip scenarios. The scope of work included:

- Hydraulic surge transient modeling: Pumping alternatives were evaluated to determine the recommended surge mitigation plan. Hydraulic modeling and analysis were performed to simulate various pumping combinations.
- Two 2.0 MG elevated storage tanks were designed and constructed at the Carrolton WTP to allow 40 minutes to bring pumps back in service after a pump trip.
- Each pump received a specially designed, hydro-electrically controlled ball valve on the discharge to reduce surge on pump start and mitigate water hammer effects on an unforeseen pump trip. Valves were designed to close on a controlled curve in the event of a total loss of station power.
- Programmable logic controllers (PLCs) and human machine interfaces (HMIs) were installed at each pump station to control the pumps through all sequences of operation to minimize the sudden pressure changes. Instrumentation was added to track pressure and total flow of water out of each pump station.

REFERENCE »
Sewerage Water & Board of New Orleans
625 Saint Joseph Street, Room 311
New Orleans, LA 70165
Christopher Bergeron, PE
504.865.0630
cbergeron@swbno.org

COMPLETION DATE »
Ongoing

KEY PERSONNEL »
Michael Colby



CLAIBORNE PUMP STATION

Provided design for 4 new 1800 horsepower motors and rehabilitated the four 40 to 44 mgd pumps at the Claiborne Pump Station, including four variable frequency drives (VFDs) with 60-cycle motors, and uninterruptable power supply (UPS) powered, slow opening/closing discharge valves for each pump. The new motors were inverter-duty motors with anti-rotation devices. An automatic vacuum priming system was installed with capacity to maintain pump priming on startup for all pumps. A new frequency changer was designed to convert the 25-cycle power to 60-cycle power in the event of a 60Hz power loss. The design also included the installation of a dual pump seal water system for the Claiborne Pump Station to boost the seal water pressure for the main pumps and the vacuum priming system pumps.

PANOLA PUMP STATION

Rehabilitated one 45 mgd pump and added an anti-rotation clutch. The second 45 mgd pumps will be modified to install an anti-rotation clutch at Panola Pump Station. Discharge piping was completely demolished and redesigned for the new 36-inch pump control discharge valves and additional new yard piping. New 50-inch and 42-inch steel pipe were routed to north connecting to the Leonidas Street distribution main. The finished project piping allowed for maximum flexibility by allowing isolation of pump stations or specific sections of pipe for maintenance in the future.

HIGH LIFT STATION

Rehabilitated the existing 45 mgd pumps to include anti-rotation clutches at the high lift station along with the installation of hydro-electrically controlled pump control discharge valves.

KEY RESPONSIBILITIES

- Field Reporting
- Communication and Problem Solving
- Project Submittals
- Request for Information
- Work Change Directives
- Change Orders
- Monthly Payment Applications
- As-Built Changes
- Construction Meetings

Project 3 – Construction Oversight for FWLAP Projects

COLORADO SPRINGS UTILITIES » COLORADO SPRINGS, CO

Stanley Consultants was contracted by UTILITIES to provide an extension of staff for their Finished Water Linear Assessment Program (FWLAP) projects. We provided construction phase inspection and oversight services for various potable water and wastewater lines ranging from 4-inch to 60-inch diameter, including connections to existing wastewater and water service lines, fire hydrants, air vacuum and relief valves and vaults for pressure regulation stations.

UTILITIES owns, operates, and maintains approximately 2,200 miles of finished water transmission and distribution mains within the City of Colorado Springs and surrounding areas. Due to poor pipeline condition caused by internal and/or external corrosion and other factors, several of which now require replacement.

Stanly Consultants has actively worked to monitor, inspect and as-built new and existing conditions for UTILITIES on their South Academy Boulevard Improvement project, and Gillen Road and Jenkins Place waterline replacement.

HOW PROJECT RELATES TO RFP

On both projects Stanley Consultants has served as UTILITIES' representative and scheduled closures, overseen shutdowns, coordinated construction activities with the contractor, as-built new conditions and provided close communication with UTIITIES project managers.

Services Provided

- Construction Oversight
- Construction Inspection
- Staff Augmentation
- Water and Wastewater Line Replacement
- Contractor Coordination

REFERENCE »
Colorado Springs Utilities
120 South Tejon Street
Suite 200
Colorado Springs, CO 80903
Rockie Wiley
Project Manager III
719.668.4675
rwiley@csu.org
COMPLETION DATE »
2024
KEY PERSONNEL »
Matt Lytle
Anthony Cappadoro





Project 4 – Val Vista Transmission Main Rehabilitation (GMP1 and GMP2)

CITY OF PHOENIX » PHOENIX, AZ

GMP 1 was a $6.3 million transmission main rehabilitation project which included the rehabilitation of 3,109 LF of 90-inch PCCP using solid can steel liners. GMP 2 was an $11.4 million transmission main rehabilitation project consisting of the rehabilitation of 4,901 LF of 96-inch PCCP using both solid and split can steel liner. Both projects were in the City of Mesa, and were spread across three access portal (pit) locations. Construction schedule was extremely critical with the project, as the pipeline was needed for Val Vista WTP startup on January 1, 2019.

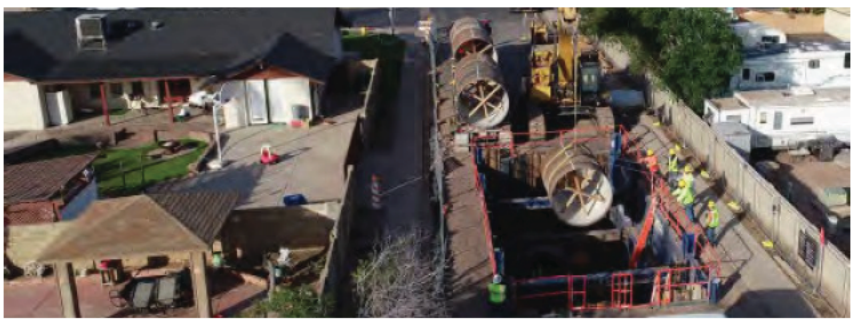
RELEVANT PROJECT FEATURES

- Shutdown and dewatering of the existing transmission main
- Excavation and backfill of access portals
- Demolition and removal of the existing PCCP transmission main at access portals
- Installation of new welded steel liner inside the existing PCCP transmission main
- Grout annular space between the inside of the existing transmission main and the outside of the newly installed welded steel liner
- Cement mortar lining the interior of the newly installed welded steel liner
- Installation of new 90-inch butterfly valve assembly
- Installation of new air blowoff assembly
- Installation of closure piping at the access portal locations
- Fill, flush, test, disinfect and return to service the previously dewatered section of transmission main

RELEVANT SERVICES PROVIDED

- Review of construction plans and specifications
- Administration, inspections, and special pipeline inspections
- Resident engineering services during construction
- Act as City's representative during construction
- Develop project schedule with the CMAR
- Hold on-site and off-site meetings w/ CMAR, City, impacted third parties, utilities, and regulatory agencies as required
- Monitoring of job progress and keep City informed of project status
- Review shop drawings and test results
- Maintain project documents including correspondence, schedules, submittals, test data, payments, meeting minutes, specifications, drawings, photographs, shop drawings and as-builds.
- Review and certification of progress payments and change orders
- Review of contractor red-lines
- Preparation Record Drawings
- Public information and public relation services
- Coordination among City departments, governmental agencies, and operations staff
- Review of pipeline shutdown and startup plans

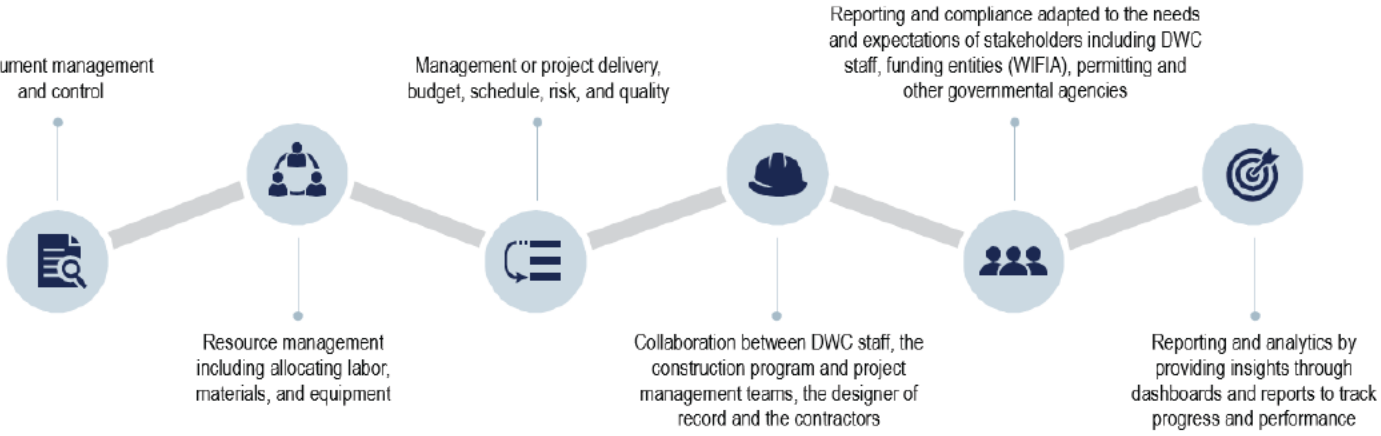
REFERENCE »
City of Phoenix
200 W Washington Street
Phoenix, AZ 85003
Mario Brown, PE
602.262.6553
James Taschner, PE
602.495.6841
COMPLETION DATE »
2020
FINAL CONSTRUCTION COST »
$11.4 Million
KEY PERSONNEL »
Jay Horak
AWARDS »
Water Works Association Arizona Chapter
PROJECT OF THE YEAR
$5M but less than $25M category



Firm Experience with Construction Management Software Platforms

Stanley Consultants has deployed and used construction management software within our construction management and program management groups. We are experienced with a variety of software including but not limited to: Procore, eBuilder, ProjectSight and Newforma. This software provides contracts and project management support with documentation, costing, payments, collaboration and reporting.

Project controls is a critical element for project delivery and the selected platform needs to aid functions such as:



EXPERIENCE WITH PROCORE

Stanley Consultants manages information throughout a project's lifecycle using electronic document management systems, specifically Procore. Stanley has successfully used Procore on a wide range of projects to enhance project management, maintain schedules, serve as a clearinghouse for file storage, improve collaboration (shop drawings, RFIs, photographs, etc.), communicate and maintain compliance.



*Project Controls Lead, **Brett Muck**, has more than two decades of experience working with clients, including Joliet on their "Rethink Water Program" and Colorado Springs Utilities, on complex programs, such as their Southern Delivery System. He will work with DWC leadership.*

Stanley also used Procore on:

- The TransWest Express project (2023) in Colorado to track deliverable reviews and monitor review timelines. During the project, Stanley utilized Procore and provided a comprehensive review of all equipment and material procurement specifications, prioritizing the long lead items initially. We worked with TransWest to provide constant oversight of Contractor's procurement efforts, including reviewing specification compliance.
- On the MGNWC Nagle Ave Pump Station with Boller Construction, Procore was utilized to approve show drawings, respond to RFIs and review pay estimates. Additionally daily reports and inspection log information were uploaded daily.
- We are currently using Procore on a Colorado State University Program Management project in Colorado Springs.

Our experience with Procore has consistently delivered better project outcomes and higher client satisfaction. We can utilize it for all of its key uses: project management, document control, quality & safety, field production, project financials, scheduling, preconstruction and reporting & analytics.

Identification of Individual Project Critical Elements

Construction management and inspection services will be essential elements in safeguarding the successful delivery of the Waterlink Extension Project. These services aid in the project being completed on time, within budget, and in compliance with safety, environmental, and regulatory standards. Below and on the subsequent pages are project specific critical elements we foresee for each of the meter stations followed by bigger picture critical success factors.

Providing construction management services on this project will present several challenges and careful consideration of key elements for the individual contracts.

CRITICAL ELEMENT 1: COORDINATE CONSTRUCTION

Each community will have specific improvements at each metering station site at the time of construction which will need to connect to the metering station. Additionally, coordination with four DWC pipeline contracts (TW-6/25 Section 2, FW-1/25 Section 2, FW-1/25 Section 3, and FW-1/25 Section 4) will be critical to ensure successful connection between the new DWC transmission main and the seven meter stations.



Approach/Mitigation

- Coordinate with each community and DWC program manager to determine their onsite construction activities to inform contractor.
- Coordinate with contractors to review their proposed sequence of construction and align schedule with each communities' onsite improvement schedule.
- Align contractors on a weekly basis to coordinate on construction activities- earthwork, connections and final site improvements and landscaping.

CRITICAL ELEMENT 2: CIVIL / STRUCTURAL ELEMENTS

Common issues can often include standing water in vaults; cracked concrete and inadequate spacing for O&M.

Approach/Mitigation



- Site grading and drainage: Confirm proper slope away from equipment and structures; no ponding.
- Chamber and vault conditions: Check for structural integrity, watertightness, corrosion, ventilation, and safe access (e.g., ladders, hatches).
- Concrete pads and foundations: Verify horizontal and vertical alignment, levelness, and any cracking or spalling.

CRITICAL ELEMENT 3: MECHANICAL ELEMENTS

Common issues include misaligned or backwards-installed meters; leaking valves and joints; and missing or improperly installed flow conditioning.

Approach/Mitigation



- Meter installation: Confirm correct orientation, distances, flanges, bolt tightening patter, gasket seals, and pipe alignment.
- Isolation valves and bypass piping: Check operability, labeling, accessibility, and leak tightness.
- Strainers or flow conditioning devices: Verify presence (as required) and accessibility for maintenance.

CRITICAL ELEMENT 4: ELECTRICAL / INSTRUMENTATION

Common issues include loose or unprotected wiring; incorrect or unverified meter calibration.

Approach/Mitigation



- Meter wiring and grounding: Ensure proper terminations, labeling, and bonding to ground.
- Flow meter calibration: Confirm factory settings, field verification, or third-party testing.
- SCADA/telemetry integration: Inspect panel wiring, signal integrity, and communication with control center.
- Power supply systems: Check conduit seals, breakers, UPS/battery backup.

CRITICAL ELEMENT 5: FUNCTIONAL TESTING

Common issues include incorrect flow readings; non-responsive instrumentation; and alarm issues.

Approach/Mitigation

- Start-up and commissioning: Observe under testing and eventually live flow conditions.
- Accuracy checks: Compare readings against test equipment or known flow.
- Signal transmission: Confirm reliable data transmission to SCADA or data loggers.
- Alarm functionality: Verify triggers, thresholds, and remote notifications.

CRITICAL ELEMENT 6: DOCUMENTATION AND COMPLIANCE

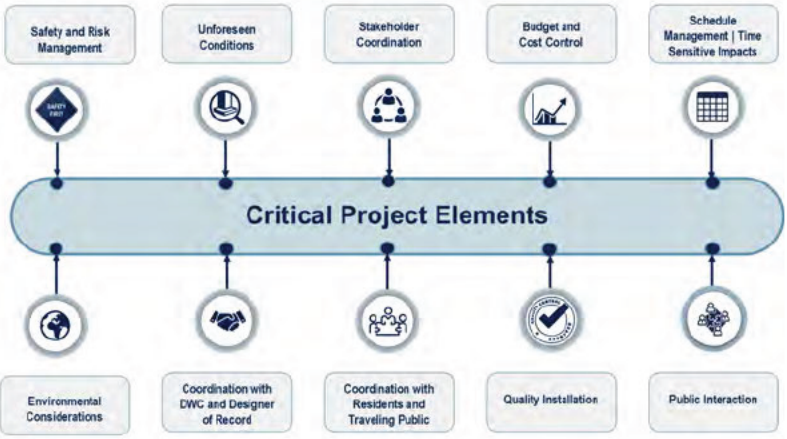
Common issues include missing documentation; contractor changes different from design drawings; meeting of funding requirements.

Approach/Mitigation

- As-built drawings: Confirm installation matches design intent.
- Inspection checklists and reports: Log findings, deficiencies, and corrective actions.
- Manufacturer O&M manuals: Confirm training has been completed and spare parts supplied.
- Permit and code compliance: Verify adherence to documents and IEPA permit.

COMMON CRITICAL PROJECT ELEMENTS FOR ALL STATIONS

Common critical elements for this project include:



Safety and Risk Management: Utility projects involve working with heavy equipment and materials and as well as working in challenging environments. Construction management teams must prioritize safety and implement robust risk management practices to mitigate potential hazards for the well-being of workers and the public. Stanley Consultants has a comprehensive EHS program which is designed to be proactive and emphasizes the importance to eliminate hazards first and then control them if they cannot be eliminated to minimize the potential risks for losses. We will monitor the contractor's safety plan and work with the contractor and Burns & McDonnell to develop a risk matrix tailored for this construction project.

Stanley Consultants' inspectors are familiar with OSHA requirements and focus on trench safety. Additionally, utility work frequently impacts the public. Adequate signage, traffic control and barricades on the worksite need to be inspected and maintained.

Unforeseen Conditions: Despite due diligence and constructability reviews, unforeseen conditions exist on most projects. Contract language will be critical to protect DWC, but more importantly, management techniques used to determine approach, solutions and cost allocation will be crucial throughout the project. Most importantly, it is important to prevent unforeseen conditions from slowing progress and straining relationships.

Stakeholder Coordination: This project involves multiple stakeholders, including municipalities, utility companies, government agencies, benefiting and non-benefiting communities and contractors. Coordinating and managing the expectations and requirements of these diverse stakeholders can be challenging, requiring effective and continuous communication and collaboration.



This was especially true on the MNGWC construction project, where significant work occurred within Skokie, who did not directly benefit from the project. Stanley Consultants understands that we will need to coordinate with various governmental and utility agencies, private utilities and BNSF Railroad to meet the project needs.



Budget and Cost Control: Our team understands federal funding will be contributing to this project and loan payment will be through WaterLink's constituent rates, therefore keeping the project on budget is essential to make the project viable for the WaterLink communities. Construction management teams must carefully monitor and control costs throughout the project lifecycle to keep the project within budget. This involves accurate cost estimation, effective procurement strategies, cooperation and outside the box thinking with the contractor, and diligent financial management.



Schedule Management | Time Sensitive Impacts: This project has critical timelines and deadlines to support the WaterLink communities. Our construction management team must carefully plan and schedule construction activities for timely completion while minimizing disruptions to utility services. Work affecting multiple residents and or businesses can require working extended hours and or weekends. Our team understands that this will be a factor for this project.

DWC can rely on Stanley Consultants' team of over 50 environmental professionals to advise and assist with environmental concerns during any construction project.

Environmental Considerations: This project will have limited environmental impacts, such as land and wetlands disturbance, water pollution or habitat disruption. Our Construction Management Team will adhere to



Coordination with the Program Manager and Designer of Record: To protect the reputation and assets of DWC, our construction management team will uphold highest standards by continuously coordinating and communicating back to Burns & McDonnell and as lines of communications permit, the Designer of Record (DOR). Any potential impacts or needed changes in the field will be discussed with Burns & McDonnell, DWC and the DOR to make mutually agreed upon decisions. Our team understands that some of the pipe materials may be engineered pipe, therefore changes in field conditions may require further evaluation by the DOR. Our team will be solution oriented and aid Burns & McDonnell and DWC with quick resolution of any conflicts.



Coordination with Residents and Traveling Public: This project will affect local businesses and residents. Stanley Consultants understands the need for advanced warning for these events, which often requires in person "door knocking" communication. Stanley Consultants also coordinates traffic control for pedestrians within the work zone. They must have a well-marked obstruction free path to residences and businesses including sidewalk closure signs, detour signs, information signs and temporary walkways. Barriers must be located and properly maintained to protect pedestrians from the hazards of the work zone. Barriers must also provide a well-marked and clear path directing pedestrians around the work zone and to their destination. Our team will conduct daily inspection of traffic control devices and general site cleanliness and will immediately notify the contractor of deficiencies and pursue aggressively until corrected. Stanley Consultants understands that our inspectors will be the public face of DWC while onsite. We will frequently need to interact with residents and business owners and provide information in a timely and courteous manner.

Stanley Consultants Design and CM team worked very closely with each of the roadway agencies and the many other stakeholders to develop a comprehensive traffic control plan for several miles of the roadway through Skokie, Morton Grove and Niles. This corridor was adjacent to schools, with its plethora of newer drivers. The improvements included installing a new 36-inch waterline, lead service line replacement, and improvements to the roadway and sidewalk. We developed a pragmatic traffic control plan following County, IDOT and MUTCD guidelines. With the diverse mix of drivers, the goal was to keep things simple, maintain safety, limit construction phasing and allow for driver expectations.

Quality Installation: Quality control and inspection are critical to the quality installation aspects of construction management. Verifying all work meets the required standards and specifications can be challenging, especially in large scale projects. We develop a comprehensive quality control plan and conduct regular inspections to identify and rectify any deficiencies promptly. Additionally, we intend to have training at the beginning and throughout construction on PCCP and ductile iron pipe installation and proper bedding.

Public Interaction: Stanley Consultants believes that the public is the ultimate client for any infrastructure project, and we must provide the highest quality work with the least amount of disruption to the patrons. The best method for obtaining the public buy-in that we want on a project is with early and accurate communication on what they can expect throughout the life of the project. If we can make the community aware of what changes are coming and how the changes will affect them in a positive manner, then we build can start to build a positive public perception which will help lead toward a smooth and successful project. Depending on how DWC and Burns & McDonnell wants to proceed, we can work with a common public relations firm or bring one onto our team. We have worked with Morreale Communications in the past supporting pipeline projects.



Supporting public meetings and building website about a large project is routine for Stanley Consultants. For example, on the Morton Grove Niles Water Commission Water Supply project, the team developed weekly construction newsletters that posted on the project website and emailed directly to those who signed up for project updates. Additionally, the team led three public meetings to talk to constituents about the project, construction schedule and traffic and water supply impacts in their neighborhood. Beyond public notification on the project website, door hangers and flyers were distributed to homes with important updates on lead service line replacement and flushing. We also set up a 1-800 answering service to allow the public to leave questions that our Program Manager, Jared Hamilton, would respond to in a timely manner.

Experienced, Responsive and Integrated Solutions

Successfully addressing these challenges and key considerations necessitates a blend of technical expertise, adept project management skills and a profound comprehension of the distinctive demands of utility projects. Through proactive measures, our construction management team is well-equipped to facilitate the seamless delivery of this historical project for DWC.

Client Testimonial

"The Village is very happy that the east half of paving is wrapping up this year. This was and is a very difficult and complex project with many setbacks, so I recognize this as an accomplishment. This certainly couldn't have been done without Stanley's leadership."

– Tom Powers, Village Engineer, Village of Niles

Travel Time and Overtime

Our proposed construction management (CM) and inspection schedule spans from April 2026 through October 2027. The fee estimate outlines the applicable 2026 and 2027 billing rates and the anticipated level of effort for each proposed staff member. Hours are only representative of hours worked on the project site or in the field office.

Our fee proposal outlines the estimated monthly level of effort for the metering stations.

Expenses consist of vehicle days.

ASSUMPTIONS:

1. Materials Testing for all sections is covered under the program manager.
2. GPS spot shots on the installed pipeline and meter station corners are covered under the program manager.

Project Management Approach

We deliver exceptional service by understanding the detailed plans and specifications and by planning, organizing and coordinating the construction processes through effective leadership, administration, cost and schedule control, and communication.

Construction costs have spiraled upwards the last few years. The current market conditions are significantly impacting the hard cost (labor and material) of construction. Supply chain issues have also been a major concern for owners and contractors over the past several years, and there is no indication that these issues are going away anytime soon. Construction change orders, therefore, can sufficiently impact DWC and cause other projects to be postponed. We will control costs, reduce change orders and eliminate scope creep by following the plans and specifications closely, monitoring risks, schedule and potential issues and communicating with the contractor and DWC often.

Specifically, our team will perform the following duties to complete the work on budget and schedule.

Monitor contract fees
by providing written notice to Program Manager if there is a risk of exceeding the agreed-upon amount.

Avoid change orders
by working with contractor. If required analyze costs to validate the contractor's request.

Review payment applications
submitted and determine amount requested reflects work progress.



Established and effective construction management activities
MGNWC Supply Project

Our construction management services encompass a comprehensive approach to support the successful execution of construction projects, including electric generation, substations, transmission lines, water and water treatment facilities, pumping stations, sewer conveyance, water transmission and distribution and other utility distribution.

LEADERSHIP, COMMUNICATION, COST CONTROL, SCHEDULE CONTROL AND QUALITY STANDARDS

On this project, Jared and Jesse will demonstrate strong leadership by clearly defining roles, motivating personnel, and making informed decisions that prioritize safety and project goals. Effective communication will remain consistent, with daily briefings, clear reporting lines, and regular coordination with stakeholders to ensure alignment and transparency. Our team will maintain accurate documentation, track issues, and resolve conflicts promptly. Strong team leadership and communication help create a culture of accountability and responsiveness, which is critical for successful project execution.

Equally important are cost control, schedule control, and adherence to quality standards. Our team will monitor labor, materials, and equipment usage to prevent waste and keep spending within budget. This includes reviewing change orders, tracking actual costs versus budget, and implementing cost-effective methods. Our schedule control will include detailed planning, look-ahead scheduling, and progress tracking to avoid delays and ensure timely completion. Our team will enforce compliance with project specifications, conduct thorough inspections and tests, manage non-conformances, and compile comprehensive documentation for project closeout. Together, these practices aid in the successful completion the project, delivered on time, within budget, and to the required quality standards. DWC and Burns & McDonnell can expect efficiency, quality and adherence to project requirements as a result our construction services steps and support every aspect of the construction phase.

CONSTRUCTION PHASE APPROACH

DOCUMENTATION OF EXISTING CONDITIONS

Our project team will conduct a walk-through of the project site with the contractor and program manager and other appropriate stakeholders to thoroughly document the conditions of the construction site, including any structures, utilities, environmental or safety factors that may impact the project. This documentation will consist of photographs and videotapes with a date stamp to benchmark conditions prior to construction. This will serve as a baseline for future reference and will help in planning and decision making.

Project Success

Training

On the MGNWC Supply project, Stanley Consultants conducted a day long training program for all members of the team which enforced good installation practices, health and safety requirements and introduction of key stakeholders in project construction. Police and fire staff from each impacted municipality were also invited to be aware of project. Key contact list was developed out of the meeting. Our intention on this project would be to hold similar training focused on PCCP, Steel Pipe and Ductile Iron installation.

CONSTRUCTION KICKOFF MEETING AND TRAINING

Jared Hamilton, our program/project manager (PM), will work with Burns & McDonnell and the contractor to establish an agenda for the kickoff meeting. We believe aligning all stakeholders on understanding how the system should operate, the installation, safety and emergency response will be important and lead to successful outcomes including better communication, fewer change orders, less contractor delays and longevity of the installed system. Depending upon the type and size of project, construction training may be beneficial for the purposes of enforcing quality, reducing risks and limiting impacts to the community. Training topics could include:

- Project goals and requirements.
- How the system will operate when completed.
- Onsite responsibilities and expectations.
- Communications with and assistance for residents, property owners and business owners.
- Communication and assistance for the contractors.
- Utility as-built location and depth information collection.
- Project documentation requirements and initial equipment/ software training.
- Trench and street safety.
- Proper responses to various types of emergencies.
- Construction observation training.
- Proper pipeline installation requirements inclusive of joints; pipeline filling, testing and cleaning and flushing.
- Proper roadway reconstruction requirements.
- Emergency response contacts and procedures.

This training is critical for even the most experienced staff to make sure everyone understands the importance and nature of this project. It is necessary that the project be constructed in a manner that demonstrates concern for the residents, and results in a reliable and long-lived system.



Ongoing communication amongst Burns & McDonnell, our CM Team and the Contractor(s) will lead to early identification and resolution of issues, saving both money and time on the contract.

DEFINE COMMUNICATION PROCEDURES

The PM will incorporate program manager developed communication procedures among all project stakeholders, promoting seamless collaboration and efficient information exchange. Acting as the central point of contact, the PM will facilitate project communication, including handling requests for information, deficiency reporting, payment applications and change order requests. Additionally, the PM will proactively address any unresolved matters, taking the initiative for prompt resolution and maintain effective communication channels throughout the project. Our CM Team understands that we are working in collaboration with Burns & McDonnell and need to upstream any unforeseen conditions, and downstream information to the contractor. Reporting of unforeseen conditions or needed changes from the plans will be extremely important as the proposed pipe is engineered and designed based on known conditions. In addition, the DOR needs to be involved in any decisions that deviate from the plans.

ESTABLISH MEETING SCHEDULE

The PM will organize and conduct meetings to assess the progress of the work. Bi-weekly meetings can be held both in-person, on the phone and onsite based on construction activities. Additionally, the PM will prepare and distribute meeting minutes that include a list of action items, specifying tasks that require follow-up, responsible parties and expected completion dates. We will work with Burns & McDonnell to align with any of their proposed meeting protocols and scheduling.



Jared Hamilton oversaw the auguring of dual 24-inch DIP water main 20 feet below the Eden's Expressway for MGNWC.

ESTABLISH PROJECT DOCUMENTATION PROCEDURES

The PM will setup the project in Procore prior to the commencement of construction and align with Burns & McDonnell on documentation best practices and expectations. Our inspectors have Bluebeam capability to easily transfer project as-built information onto existing plan sheets. Regarding schedule, we have people in place who can review and work with both Primavera Management System and Microsoft Project.

ADAPT THE CONSTRUCTION OVERSIGHT PROGRAM APPROACH

Our PM will adapt any set policies for construction oversight developed for the overall program. Based on our past experience, the primary objective of a program is to identify any defects or deficiencies in the contractor's work while seamlessly integrating into the overall program. While Stanley Consultants is not responsible for the construction contractor's means, methods, techniques, sequences and procedures, we will inform the contractor and program manager if these factors are likely to cause delays or result in defects. We have the authority to reject work and issue a notice of nonconforming work to the contractor when the work fails to meet the project requirements.

The program manager will be notified of any contractor issues. However, it is important to note that we are not authorized to modify, revoke, alter, expand, relax or release any requirements stated in the contract documents. Decisions regarding changes to the form of function of the work in place will be communicated to DWC through the program manager as soon as they are encountered. Regardless of any actions taken by the Stanley Consultants' Team, the contractor remains obligated to perform their work in strict accordance with the project scope and all applicable laws, rules and regulations. Stanley Consultants' Team will make sure that field directives are confirmed in writing, either by email, serial letter or contract change order. Minor deviations will still be recorded in daily diaries.

ADAPT OR ESTABLISH FIELD REPORT PROCEDURES

The PM will establish an effective daily reporting system for the project. Daily reports play a crucial role in documenting the progress of ongoing construction projects. These reports will be prepared at the conclusion of each workday and will include, at a minimum, the following information:

- Sequential report number.
- Date and day of the report.
- Project name and number.
- Weather conditions noting any direct effect on project progress.
- Contractor's workforce.
- Description of work in progress.
- Challenges, problems, risks or difficulties encountered.
- Compliance with the safety management program.
- Photographs depicting the work.
- Traffic control inspections.

In addition to written daily reports, Stanley Consultants understands that frequent communication is necessary. This is especially true when working with subsurface investigation. Stanley Consultants will make sure information is upstreamed to the program manager and DWC using phone calls, texts, photos and emails as the situation warrants.



The structural integrity of underground utilities is especially important since the cost and public disruption to fix them is great. Our inspection services help mitigate these problems down the road for DWC.

MATERIAL RECEIVING, STORAGE AND INVENTORY MANAGEMENT CONTROL

The PM monitors the contractors' storage and control activities for materials and equipment items to verify their adherence to approved procedures and best practices in storage.



Safety during construction is everyone's number one priority. Our inspectors help identify any safety concerns early to keep all workers and the public safe.

MONITOR SAFETY PLAN

The contractor and its subcontractors bear the ultimate responsibility for safety. However, due to the current legal landscape, the PM and DWC must also be actively involved. Jared Hamilton, our PM and Patrick Lance, our Safety and Health Lead, understand how to monitor the implementation of the contractor's safety program to mitigate the occurrence of accidents and minimize DWC's potential liability in such events. Our project staff will either have OSHA 10 or OSHA 30 training and will be trained to recognize the most common safety issues on this work. We expect to encounter trenching and excavation hazards, pinch points, stored energy, slips trips and falls and confined space entry.

MONITOR CONSTRUCTION COST

The PM will utilize the established cost control system. This system comprises a cost database and a method for analyzing costs, which will track change requests, estimated claims, actual contractor bid prices and progress payments. The system will provide accurate monitoring of the overall budget, including changes in cost-to-complete, force account work and cash flow projections. The PM will carefully assess all costs, considering their necessity, reasonableness, comprehensiveness, impact on the project schedule, and responsibility. The PM will gather or prepare the required information for justification and subsequently present the program manager with an evaluation and a recommended course of action.

MONITOR CONSTRUCTION SCHEDULE

The PM will undertake scheduling responsibilities to efficiently oversee the project's progress and coordinate the project team. These responsibilities encompass maintaining an accurate baseline schedule, reviewing the contractor's schedule, the consultants' schedule, and the time sensitive services provided by the designer. Additionally, the PM will analyze requests for time extensions, track force account work and provide monthly progress reports. We understand that DWC has limited resources so scheduling for start of new systems or shutdowns needs to be closely monitored. Our onsite inspectors will be in continuous communication with the contractor's onsite crews to make sure schedule changes are communicated quickly. Our team includes past contractors and project controllers experienced in creating and updating schedules.

REVIEW PROGRESS PAYMENTS

The PM will assume the responsibility of reviewing and approving all payment requests from contractors. Each completed payment request will be forwarded to the program manager, accompanied by the contractor's net reimbursement for the period and the PM's payment recommendation. To establish a direct correlation between as-built drawings and the contractor's payment application, a set of contract drawings will be kept with an onsite inspector solely for recording as-built information. On a monthly basis, the PM will assess the contractor's as-built drawings to verify the accurate and timely recording of relevant information. When the situation warrants, an onsite inspector will also keep a set of record drawings that conform to DWC standards. Monthly reconciliation of the as-builts will be part of the pay application process.

PROVIDE CONSTRUCTION STATUS REPORTS

The PM is tasked with creating a reporting system to keep DWC informed about project events and progress. The specific type, format and frequency of these reports, typically on a monthly basis, will be determined in collaboration with DWC. The reports will include updates on the following:

- Schedule.
- Cost.
- Cash flow projection.
- Changes and potential change orders.

FEDERAL FUNDS COMPLIANCE

For the WaterLink Pipeline Project, we propose implementing our proven federal funds management approach tailored specifically to WIFIA requirements. Before construction begins, we will establish clear documentation protocols aligned with the Program Manager's process and WIFIA guidelines, ensuring all team members understand the specific requirements from day one. We will conduct thorough training sessions with all field personnel on federal documentation requirements specific to WIFIA-funded projects, emphasizing the unique aspects of water infrastructure funding compliance.

Throughout the project, we will conduct regular internal reviews of all project documentation to ensure ongoing compliance with federal requirements, catching potential issues before they become problems. We have significant experience with Procore, allowing us to maintain all federally required records in an easily accessible format while meeting the Commission's requirements.

We will assign Michael Colby with the responsibility for overseeing all WIFIA compliance aspects of the project, with Jeff Luif overseeing the daily, weekly and monthly documentation of the construction project providing comprehensive coverage for compliance questions and serving as a liaison with federal agencies when needed. This structured approach ensures that compliance doesn't become an afterthought but remains integrated into daily project activities.

Stanley Consultants' experience with federal funding mechanisms, particularly through the leadership of Jeff Luif and Michael Colby, ensures that the DuPage Water Commission will have a partner thoroughly versed in the nuances of federal fund administration, documentation requirements, and compliance protocols necessary for the successful execution of the WaterLink Pipeline Project.

EVALUATE CLAIMS

Most issues with your construction projects can be avoided or mitigated when Stanley Consultants' Team proactively implements all the procedures discussed earlier. However, it is important to acknowledge that claims can still occur, even on well-managed projects. As a result, the PM will receive and assess any notices of claims submitted by the contractor, providing timely recommendations to the program manager.

MATERIALS TESTING

In conjunction with comprehensive field inspection and oversight, our team can provide a key construction quality assurance role by performing materials testing at the project site. We can utilize the selected program-wide firm or alternatively, we have worked with STATE Testing, that provides a local certified materials laboratory and experienced technicians that are equipped to conduct a wide range of tests on soil, asphalt, concrete and other construction materials to monitor compliance with specifications. Common material evaluations would include compaction densities on backfill, subbase and asphalt as well as concrete air, slump and strength testing. Soils classification and proctor tests on native materials can also be performed as well as aggregate sieve analysis. Our team can implement a tailored testing regimen that aligns with specification thresholds established for the project.

Project Success

Fostering Positive Relationships

Stanley Consultants excels in fostering positive relationships with project teams, contractors and vendors. For the MGNWC supply project, we coordinated with over twenty entities, including the IDOT, EPA, Cook County, USACE, IDNR and multiple utility companies, municipalities and local stakeholders.

Our communication is recorded in a logbook, facilitating efficient resolution of action items. With our commitment to open communication and collaboration, we establish trust and strong working relationships. We also have public relation partners to aid in formal communications as presentations as needed.

POST-CONSTRUCTION PHASE

The post-construction phase serves as the connection between the construction and operation of the facility. A seamless transition during this phase is crucial to the overall process. The successful implementation of the management plan in previous phases will minimize issues in the post-construction phase and facilitate the project's timely completion. In this phase, the PM will coordinate the following tasks.

TESTING

The filling, disinfection and testing requirements for the multiple contract WaterLink Extension project should be established in the project specifications, explained to the Contractor(s) at the pre-bid meeting and reinforced at the kick-off meetings. A similar filling and

disinfection process was completed as part of Stanley's Project/Construction Management for the 12-mile stretch of 30-inch and 20-inch ductile iron water transmission main for the Morton Grove Niles Water Commission project, giving this team a clear definition of the most efficient and effective process for filling, flushing, chlorinating and testing.

COORDINATES PUNCH LISTS

The PM will typically arrange for inspections of the project work, documenting both its status and quality. Any items that require corrective action will be listed on the punch list, and it is the contractor's responsibility to address these issues before the project can be finalized and approved by DWC.

STARTUP AND TESTING

Upon request, we are able to offer specialized services during the testing and operations phase. Our team of experienced engineers can help the owner's operating personnel in starting and testing the completed project or specific sections of it. These services typically include:

- Collaborating with the owner's operating organization to develop a startup schedule and create preoperational testing and checkout procedures. We also assist in the verification of instrument and control system installations.
- Working closely with the owner's operating organization to establish operating and maintenance procedures, log sheets, schedules and other necessary practices for smooth equipment operation.
- Assisting the owner's operating organization in conducting equipment performance tests and comparing the results against specifications and guarantees.
- Offering guidance and consultation to the owner's engineers and vendors regarding any necessary modifications related to the equipment.
- Providing additional office support or assistance to the plant operations and startup staff as needed.



Our goal is that your projects are built according to the design, using the correct materials and construction techniques so that your infrastructure provides service well into the future.

COORDINATES RECORD DRAWINGS

The PM sets up protocols for compiling and managing record drawings and conducts a thorough review of these drawings prior to granting final payment approval.

COORDINATES TRAINING AND OPERATION AND MAINTENANCE (O&M) MANUALS

The PM monitors the progress of the O&M manuals (valves) created by the contractor during the submittal phase of the contract, so the documentation is handed over to the DWC. Additionally, the PM will coordinate the training of DWC staff on the operation of equipment installed by the contractor, utilizing the O&M manuals.

COORDINATES SPARE PARTS AND WARRANTIES

The PM will oversee the submission of the designated spare parts and warranties by the contractor to DWC. To streamline this process, the PM will create a detailed checklist encompassing all constructed items that require a warranty or spare parts. Additionally, the PM will establish a system in collaboration with DWC staff to transfer, organize and store spare parts.

COORDINATES FINAL PERMITS

The PM is responsible for coordinating and confirming the contractor has all necessary agency inspections and securing the acquisition of operating permits.

COORDINATES CLOSEOUT AND FINAL PAYMENT

The PM, in collaboration with DWC and the designer of record, conducts a comprehensive final assessment of the project once all work has been completed. As part of the project close-out process, a formal review of key submittals such as the certificate of substantial completion, certificate of punch list completion, final lien waivers, guarantees/warranties, and final applications will be conducted.

Once all parties are satisfied that the contractor has fulfilled all contractual obligations, the PM will process the contractor's final payment application.

If applicable, the firm(s) will prepare a final change order, which will be reviewed and approved by the PM, with a recommendation for approval by DWC.

Our recommendation for final payment considers the contract sum, adjusted by any change orders, amounts already paid and any sums retained for incomplete work, liquidated damages or other contractual reasons.

The PM coordinates the submission of the final inspections report, confirming that the work has undergone a final inspection. The designer will also submit the required documents, detailing any deviations in the completed work and estimating the cost of correcting such deviations. This statement, along with the firm(s)' request for final payment, is transmitted to DWC.

COORDINATES CLOSEOUT REPORT

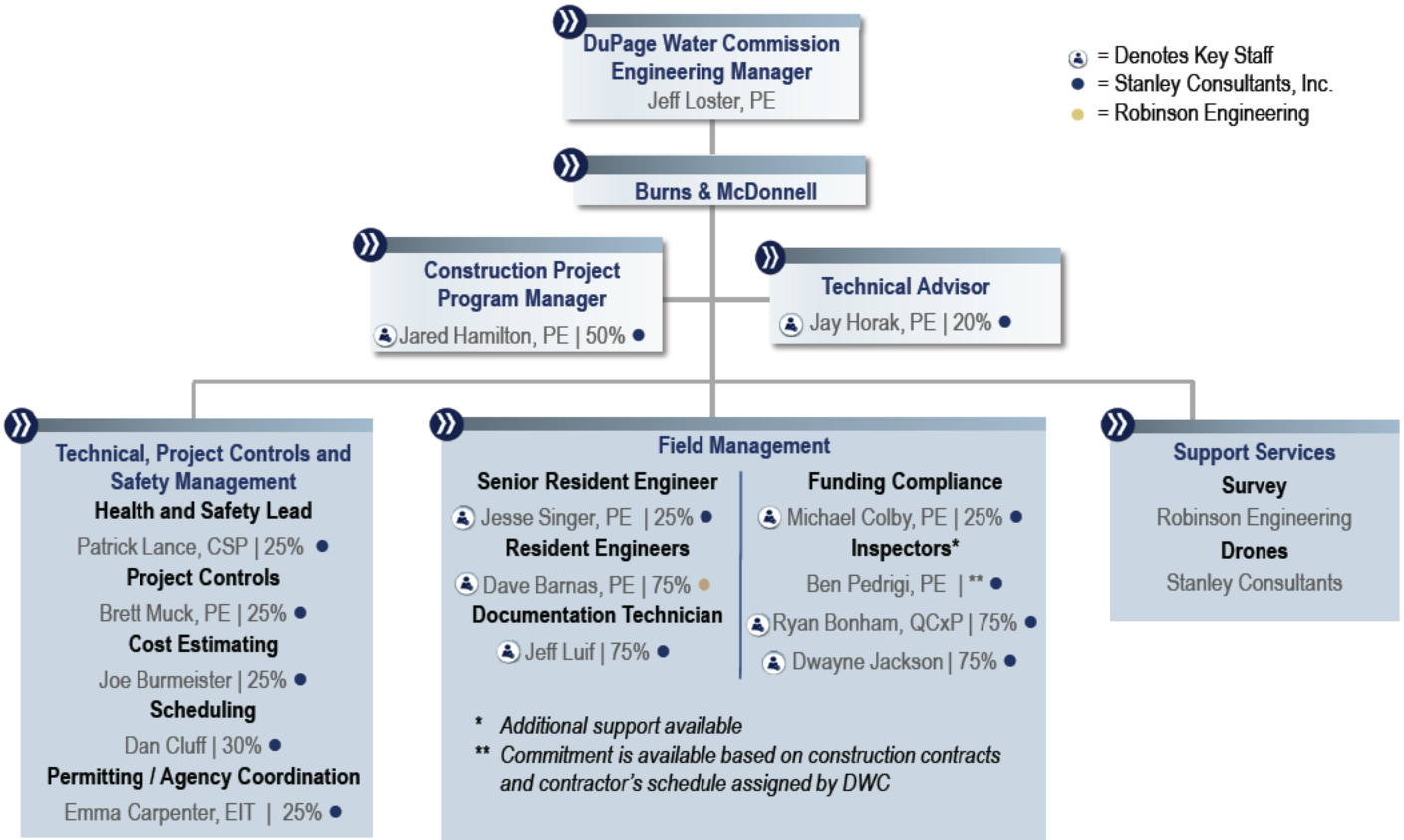
Our PM will compile a comprehensive final report for the project, summarizing all relevant project data, including schedule and cost information. The report will include a concise project history in written form. Additionally, all Construction Status Reports issued throughout the project will be appended to the report. The final report will also document the dates of substantial and final completion, as well as the commencement date for all warranties.

Project Team

DWC will benefit from the skilled and experienced team to provide construction services for three of the Waterlink Segments – FW-1-25 Sections 2, 3 and 4. This team understands DWC culture, goals and leadership team, and understands your existing facilities and the challenges faced in the original construction. We will establish a clear path forward with you through construction that increases accountability and transparency. Our team merges fresh perspective with firsthand knowledge of the project. This will help anticipate issues, roadblocks and risks. The personnel listed in the organization chart will be available, assigned and present on the project for the duration of the work. The number of staff from the organization chart will be dependent upon the contracts assigned to the Stanley Consultants' team, as indicated in the legend below.

Our proposed key personnel are committed to this project; Stanley Consultants and our partner firms have the ability to scale-up or scale-down depending upon a contractor's schedule. We understand this is critical to the success of the project.







JARED HAMILTON, PE

Program Manager
Stanley Consultants, Inc.
25 Years of Experience

Jared specializes in construction oversight, quality construction and materials quality assurance. As a Construction Materials Supervisor with eight years at the Illinois Department of Transportation, Jared has direct and relevant experience specifically related to complex highway, roadway, and bridge construction as well as record keeping requirements necessary to document and secure federal aid funds. He is versatile in the design, testing, and quality assurance of materials on multiple large highway reconstructions.

Jared's construction management experience includes supervising a team of construction engineers and inspectors, reviewing daily reports, finalizing quantities and resolving field issues between inspectors and contractors. He worked in conjunction with the City of Chicago (CDOT), Illinois State Toll Highway Authority (ISTHA), Indiana Department of Transportation (INDOT), Cook County Highway Department, Will County Highway Department as well as for various other municipalities. **Jared was awarded ASCE's Illinois Construction Engineer of the Year in 2020 for his rale as the Program Manager for the Morton Grove Niles Water Commission (MGNWC) Transmission Project.**

PROJECT EXPERIENCE

MGNWC Construction Engineering; Morton Grove-Niles Water Commission; Niles, IL
Program Manager and Sr. Resident Engineer that oversaw the construction of 12 miles of 30" diameter water transmission main, a 7-million-gallon water tank and two pump stations with a capacity of 13 million gallons per day. The project reached substantial completion in 18 months. Responsibilities include working hand in hand with the client to confirm their needs are being met by means of staffing, facilitating coordination with contractors, engineers, entities, public or utilities, public outreach or providing specific knowledge to any situation. Responsibilities also included verifying the team is correctly handling and documenting all work areas, assisting in contract negotiations, reviewing the monthly pay applications, managing the approved funds, handling any construction conflicts and supporting any public address. The project had a construction value of $84,000,000.

I-90 (Kennedy Expressway) Resurfacing; IDOT, District 1; IL
Project Manager responsible for this project that included the resurfacing of I-90 between Harlem Avenue and The Edens Junction with SMA Binder and Surface. Work also included class D pavement patching, induction loop installation, N70 Binder and Surface on-ramps and outside shoulders, drainage improvements, guardrail replacement and inlaid pavement markings.

159th Street Reconstruction from I-355 to Will Cook Road; IDOT, District 1; IL
Project Manager for roadway reconstruction and widening of IL Route 7 for a length of 5 miles from 2 to 4 lanes included protected left-turn bays. Additionally, there were roadway reconstruction and widening of the related crossroads. The improvement included installing the proposed closed drainage system stretching over five miles, pipe culverts, precast box culverts, three retaining walls, two pile-supported land bridge embankments, traffic signals, pavement markings and landscaping. The construction value for this project was $68,000,000.00.

I-94 Reconstruction from IL 173 to Wisconsin State Line; IDOT/ISTHA, District 1; IL
Resident Engineer and Project Manager for the reconstruction and widening of I-94 from IL 173 to the Wisconsin State Line. The project included pavement and bridge widening and reconstruction

Education
Bachelor of Science, Civil Engineering, University of Missouri-Columbia

Professional Registration
Professional Engineering:
IL, #062-057963
IA, #20442
IN, #PE11600374
WI, #44611

Civil Engineering:
TX, #139984

NCEES Record Holder, #64611

Professional Societies
- American Society of Civil Engineers
- Association of Highway Engineers, Illinois
- Road and Transportation Builders Association, Illinois

Specialized Training and Certifications
- Illinois DOT Training, HMA Level I, II and III, PCC Level I, II and III, Documentation of Contract Quantities, #24-22403, Exp. 6/21/2028
- Materials Management for Resident Engineers Geotechnical Field Testing and Inspection (S 33)
- Pile Foundation Construction Inspection (S 19)
- Project Management in Primavera P6

of IL 173 over I-94. Responsibilities included ensuring Client needs are being met by means of staffing, facilitating coordination with contractors, engineers, entities, general public or utilities, public outreach or providing specific knowledge to any situation. Responsibilities also included ensuring that the team correctly handles and documents all areas of work, conducting and documenting weekly progress meetings, reviewing the monthly pay applications, managing the approved funds, handling construction conflicts and supporting public addresses. The project had a construction value of $32,500,000.

Russell Road at I-94; Illinois Department of Transportation, District 1; IL

Project Manager and Materials Coordinator for the reconstruction and widening of Russell Road over I-94. The project included embankment, PCC pavement with HMA stabilized subbase, two bridge structures, five MSE walls and the reconstruction of three ramps. Responsible for managing all required QA activities and tests. Services included managing the Quality Assurance (QA) requirements for HMA and Portland Cement Concrete (PCC). Services also included coordination of QA activities with the Contractor and IDOT Personnel, QA field and lab tests, inspection of the Contractor's QC activities, reporting of results and investigations of tests when required by the contract. The project had a construction value of $9,000,000.

I-80 Widening from US30 to US45; Illinois Department of Transportation, District 1; IL

Project Manager and Materials Coordinator on the widening of I-80 that included a new enclosed drainage system with over 7 miles of storm sewer and the placement of over 400 structures, PCC pavement, HMA stabilized subbase, the widening of two bridges over the Norfolk Southern Railroad and double-faced barrier wall. Responsible for managing all required QA activities and tests. Services included managing the QA requirements for HMA and PCC. Services also included coordination of QA activities with the Contractor and IDOT Personnel, QA field and lab tests, inspection of the Contractor's QC activities, reporting of results and investigations of tests when required by the contract.

I-294 / I-57 Interchange Construction Services; Illinois State Toll Highway Authority; IL

Project Manager for constructing two new ramps connecting SB I-294 to SB I-57. Work included new toll facilities, PCC and Hot Mix Asphalt (HMA) pavement, MSE walls and noise walls. Responsible for working hand in hand with the client to confirm their needs are being met by means of staffing, facilitating coordination with contractors, engineers, entities, general public or utilities, public outreach or providing specific knowledge to any situation. Responsibilities also included verifying the team is correctly handling and documenting all areas of work assisting in contract negotiations, reviewing the monthly pay applications, managing the approved funds, handling any construction conflicts and supporting any public address.

Lake Shore Drive Bridge Rehabilitation; City of Chicago Department of Transportation; IL

Resident Engineer for reconstruction and improvement of the bridge carrying Lake Shore Drive over LaSalle Drive. Work included concrete beam repairs, full and partial depth patching, bridge deck overlay, abutment repairs and restoration of the architectural parapet walls. The project had a construction value of $1,400,000.

Milwaukee Avenue Improvements from Addison to Belmont; City of Chicago, Department of Transportation; IL

Project Manager for Phase III construction engineering services for the Milwaukee Avenue Reconstruction Project between Addison Street and Belmont Avenue. The scope of work consisted of pavement reconstruction, curb and gutter replacement, sidewalk replacement with ADA compliant ramps, drainage system upgrades, lighting, new pavement markings and various streetscaping improvements.

Touhy Avenue Pedestrian Bridge; Illinois Department of Transportation; Village of Lincolnwood, IL

Resident Engineer for this project that included constructing a truss structure to connect the north and south legs of the Lincolnwood Valley Trail over Touhy Avenue. Other construction elements included placing a 6" PCC wearing deck over the bridge, two MSE wall abutments, spread footing foundations, new path pavement, decorative lighting, enclosed drainage and landscaping. The project had a construction value of $3,900,000.

Walker Road Bridge Replacement; Kane County Division of Transportation; IL

Project Manager and Resident Engineer for replacing an existing two-span cast-in-place PCC slab structure with a new structure constructed of steel beams, PCC deck with shell piles and integral abutments. Other project features include new culverts, underdrains, guardrail, HMA pavement, striping, restoration and other miscellaneous items to complete the project. Responsibilities included coordination between the Contractor, Kane County and IDOT, Resident outreach and collaboration, QA of project documentation and project closeout.



JAY HORAK, PE

Technical Advisor
Stanley Consultants, Inc.
35 Years of Experience

As Stanley Consultants' Water/Wastewater Design and Construction Services Department Manager, Jay has over 30 years of experience in construction administration, third-party construction administration, and construction management services of gravity sewers, force-mains, lift stations, reservoirs, booster pump stations, wastewater treatment facilities, and water treatment facilities throughout Arizona. Jay's experience has enabled him to develop the following attributes necessary to successfully manage construction projects.

- Ability to monitor/guide Contractor's schedule: Jay provides a proactive approach to contractor scheduling and coordination of issues to help ensure delays do not occur. This approach is critical to the timely completion and commissioning of new facilities. Jay has a proven track record of completing projects on time.
- Respect for the design engineer of record original design intent: Jay has provided "third-party" Project/Construction Management Services on more than 25 CMAR delivered projects during his career developing working relationships with a variety of Design Consultants. Throughout the course of his career, he has demonstrated the ability to build the design, while recognizing deficiencies and working with the designer to resolve the problems which are inevitable during construction.
- Ability to resolve issues in a timely manner: Jay has been Owner's Representative on "third-party" Project/Construction Management Services projects for the Town of Gilbert; Cities of Phoenix, Scottsdale, Surprise, and Sedona; Pulte Home Corporation; and EPCOR Water Company during his career. He has also worked with PCL, Haydon, McCarthy, AGC, CSW, Pulice, T&T, Pierson, and Sundt on CMAR delivered projects. He is known by both owners and contractors to provide logical, objective, and fair solutions to conflicts that arise during construction.

PROJECT EXPERIENCE

66-inch Drought Pipeline Project – Segment 2; City of Phoenix; Phoenix, AZ
Project / Construction Manager overseeing the full-time construction administration and inspection services of this $59.9 million CMAR delivered infrastructure improvement project. Work consisted of installing 22,723 LF of 66" Welded Steel Transmission Main; 6,795 LF of Ductile Iron Pipe (6", 8", 12", 24", 36" & 42"); 100 LF of 6" VCP; 11 Epoxy Coated Manholes; 7ea 66" Butterfly Valves; 3ea 42" Butterfly Valves; 3ea 36" Butterfly Valves; 11ea CARV & Blowoff Manholes; 6ea 86" steel casing Jack-and-bore Hand Tunnels; 30ea Cathodic Protection Test Stations; 4ea Deep Well and Cathodic Rectifiers; 24-, 36-, and 43-inch transmission main tie-ins. All work was completed within the ROW from 32nd St. and Shea Blvd. to 32nd St. and Bell Rd.

Lake Pleasant 78-inch Water Transmission Main; City of Phoenix, Phoenix, AZ
Project / Construction Manager overseeing the full-time construction administration and inspection services of this $49 million CMAR delivered steel water transmission main project. The work consisted of excavation, installation, backfilling and testing of approximately 44,900 linear feet of 78" steel water transmission main from the future Lake Pleasant Water Treatment Plant to the connection with the existing distribution system at 27th Avenue and Carefree Highway. Also included in this project are approximately 40,640 linear feet of 8" force main,

Education
Master of Engineering, Civil Engineering, Texas A&M University
Bachelor of Science, Civil Engineering, Washington University
Bachelor of Science, Engineering and Public Policy, Washington University
Bachelor of Science, Chemistry, Nebraska Wesleyan University

Professional Registration
Civil Engineering:
AZ, #42745
NCEES Record Holder

Professional Societies
- Construction Management Association of America
- Arizona Water Association

Specialized Training and Certifications
- NASSCO (#U-916-07005388)
- Pipeline Assessment and Certification Program (PACP)
- 10-Hour OSHA Training Course

5570 linear feet of 16" waterline, 44,230 linear feet of dual 4" fiber optic ducts, interconnection for future 72", 54" and 42" water mains, valves, blow-offs, concrete encasements, manholes, pavements, landscaping, corrosion protection system, a 1,700 foot tunnel section under Skunk Creek, two (2) jack and bore sections under Carefree Highway (105 LF of 120" steel casing) and under I-17 (700 LF of 120" steel casing), and over 7,000 feet of concrete encasement sections in dry creek beds.

Southwest Zone 1 36-inch Transmission Main; City of Phoenix, Phoenix, AZ

Construction Services Manager overseeing the full-time third-party construction administration and observation services for this $13.6 million-dollar CM@R delivered improvement project. The work consisted of installation of 21,000 LF of 36-inch water main in Buckeye Road from 35th to 67th Avenues. This project provided system redundancy, water quality improvement and adequate fire flow protection to the heavily industrial areas.

Desert Ridge Superblock 1 Water Transmission Main; Pulte Homes, Phoenix, AZ

Construction Services Manager overseeing the full time third-party construction administration and observation services for this $2.1 million-dollar improvement project. The work consisted of installation of 7,206 LF of restrained and non-restrained 42" DIP transmission mains; installation of 7,817 LF of restrained and non-restrained 36" DIP transmission mains; installation of 350 LF of 60-inch steel casing under the Loop 101 by means of a TBM (Tunnel Boring Machine); placement of 3,900 SY of asphalt. The project was complicated by multiple design changes due to conflicts with an existing 36-inch reclaimed water and a 48-inch sanitary sewer line. The project also required extensive coordination with the COP Reach 11 Sports Complex regarding traffic control in and out of the facility.

Desert Ridge Superblock 11 Water Transmission Mains; Pulte Homes, Phoenix, AZ

Construction Services Manager overseeing the full time third-party construction administration and observation services for this $2.44 million-dollar improvement project. The work consisted of installing 3,592 LF of restrained and non-restrained 42" DIP transmission mains; installing 1,835 LF of restrained and non-restrained 36" DIP transmission mains; and installing 1,481 LF of restrained and non-restrained 24" DIP transmission mains. The project was complicated by multiple design changes due to conflicts with unknown utilities.

Val Vista Transmission Main Rehabilitation; City of Phoenix; Phoenix, AZ

Project / Construction Manager overseeing the full-time construction administration and inspection services of this two phased $17.7 million CMAR delivered transmission main rehabilitation project. GMP1 is generally described as the rehabilitation of 3,109 LF of 90-inch PCCP using solid can steel liners. This project, located in the City of Mesa, was spread across three access portal (pit) locations. GMP2 is generally described as the rehabilitation of 4,901 LF of 96-inch PCCP using both solid and split can steel liner. This project, located in the City of Mesa, was spread across three access portal (pit) locations. Construction schedule was extremely critical with the project, as the pipeline was needed for Val Vista WTP startup on January 1, 2019.

I-17 Corridor Project; Communities Southwest, Phoenix, AZ

Resident Project Representative providing third party construction administration and inspection services for this project. The work included 9 miles of 54-inch water and 21-inch sewer lines, two booster stations (initial capacity of 24 mgd expandable to 60 mgd), and a 5 mg at grade steel reservoir. Responsibilities included construction observation of the two booster stations and steel reservoir, and supervision of up to six inspectors working on various sections of both the water and sewer lines.

I-17 & Sweetwater 24-inch Transmission Main Replacement; City of Phoenix, Phoenix, AZ

Construction Services Manager overseeing the review/update/finalization of plans and specifications and the full-time third-party construction administration and inspection services for this Design-Bid-Build project. This $2.1 million project constructed over one-mile of 24" DIP transmission main for City's Water Services Department. Stanley assisted the City through value engineering and design modifications to complete this project under budget at a final construction cost of $1.9 million. Project included extensive traffic control coordination, public outreach, jack and bore under I-17, three water main shutdowns for tie-ins and multi-stage pressure and disinfection testing.

Southwest Zone 1 16-inch Distribution Main; City of Phoenix, Phoenix, AZ

Construction Services Manager overseeing the full-time third-party construction administration and observation services for this $3.6 million-dollar CM@R delivered improvement project. The work consisted of installation of 5,100 LF of 16-inch water main in in Indian School Road from 91st Ave. to Loop 101 and in 91st Ave. from Camelback Rd. to Campbell Rd. This project will remedy critical restrictions in the water transmission backbone of the Zone by providing system redundancy, water quality improvement and adequate fire flow protection to the heavily commercial and industrial areas.



JESSE SINGER, PE

Field Manager
Stanley Consultants, Inc.
17 Years of Experience

Jesse is experienced in construction observation and contract documentation projects ranging from interstate expressway reconstruction to residential street rehabilitation. He has managed major roadway, utility, and bridge infrastructure projects as the Resident Engineer as well as water main, lift station, traffic signal, and arterial street lighting projects. Clients include the Illinois Department of Transportation, Illinois Tollway, Counties, and numerous municipalities. Jesse is certified in IDOT's Documentation of Contract Quantities, Construction Materials Management System (CMMS), Erosion and Sediment Control Fundamentals and Inspection Modules and S-33 Soils Field Testing and Inspection. Jesse's construction management style is proactive with an emphasis on effective communication and team building between clients, stakeholders, and contractors.

PROJECT EXPERIENCE

Morton Grove-Niles Water Commission Water Transmission Main, Village of Niles
Senior Resident Engineer for the installation of over 9 miles of water transmission main and the associated pavement rehabilitation and reconstruction. Other work included the installation of fiber optic lines to monitor the water main and water main lining. As part of a multi-firm venture, Jesse oversaw five of the project's nine contracts. The total contract cost was $78M with Jesse directly overseeing $46M in work, including over $10M in pavement reconstruction and rehabilitation on arterial, collector, industrial, and residential streets. Coordination was required with IDOT, Morton Grove, Niles and Skokie. Completed in 2020.

Fabyan Parkway & Kirk Road Intersection, Kane County Division of Transportation
Resident Engineer for the widening and reconstruction of the Fabyan Parkway and Kirk Road Intersection. Construction included roadway reconstruction, storm sewer installation, water main relocation, a new multi-use path, utility relocations and new traffic signal and roadway lighting installation. During construction, staff observed the contractor's operations for conformance with the plans and specifications and measured and documented pay item quantities. Monthly pay estimates were prepared and submitted to the County and IDOT for review and approval. Final documentation was completed, and the project closed out per IDOT requirements. The construction cost was $10M and completed in 2021.

Brookfield Avenue over Salt Creek, Village of Brookfield
Resident Engineer for the replacement of a two-span Precast Prestressed Concrete deck beam structure with one lane in each direction and sidewalk. Construction included a single-span PPC I-Beam bridge on tall abutments founded on driven piles and aesthetic features; reconstruction of 300 feet of approach roadway, lighting and relocation of utilities, including a water main and storm sewer. The bridge is in an urban setting in downtown Brookfield and was constructed with full closure and detour. STP-BR funds were used for construction, so all work was completed in accordance with IDOT-BLR&S and FHWA requirements. Construction cost was $4.6M and completed in 2022.

Delany Road Reconstruction, Lake County Division of Transportation
Construction Engineer for the reconstruction of Delany Road from Sunset Avenue to Wadsworth Road. The existing two-lane rural roadway was reconstructed to a five-lane urban street with a closed drainage system. Improvements included total pavement removal and replacement, traffic signal modernization, modular block retaining walls, new storm sewers and the

Education
Bachelor of Science, Civil Engineering, Calvin College

Professional Registration
Professional Engineering:

IL, #062-063810
IN, #1170571

Professional Societies
- Local Chapter Member - American Public Works Association
- National Council Member - APWA Certified Public Infrastructure Inspector
- Committee Member - ACEC IL Construction Institute

Specialized Training and Certifications
- LEED Accredited Professional (LEED AP)
- APWA Certified Public Infrastructure Inspector (CPII)
- Designated Erosion Control Inspector (DECI)
- IDOT Documentation of Contract Quantities, #20-16138
- IDOT Geotechnical Field Testing and Inspection (S 33)
- IDOT Pile Foundation Construction Inspection (S 19)
- IDOT Drilled Shaft Foundation Inspection (S-32)
- IDOT CMMS Training
- IDOT Inspection of Erosion & Sediment Control Best Management Practices

replacement of 4,700 feet of 16-inch watermain as well as 600 feet of various other diameters. A 22-acre detention pond was also constructed for stormwater management. County funds were used for construction although all project documentation was completed in accordance with IDOT requirements. Construction cost was $16M and completed in 2014.

Main Street Improvements, Village of Morton Grove

Resident Engineer for the Main Street Improvements Project, which included street reconstruction, combined sewer replacement with storm sewer and sanitary sewer and water main replacement under Main Street and extending into Forest Preserve District of Cook County property. All water and sewer utilities were replaced within the project limits. Both 8" and 10" parallel water mains were replaced under Main Street. The existing combined sewer was abandoned and replaced with new sanitary and storm sewer. Construction cost was $2M and completed in 2021.

Caldwell Ave Water Main River Crossing, Village of Morton Grove

Resident Engineer for the replacement of 1,200 feet of parallel 12-inch and 20-inch (2,400 feet total) water mains crossing through the Cook County Forest Preserve District. Both water mains required boring under the North Branch of the Chicago River. Since the project was in a forest preserve, a strict plan was developed for contractor access and to limit tree impacts. Construction was funded through the Village; however, construction documentation was completed in accordance with IDOT requirements.

Touhy Avenue Water Main Replacement, Village of Niles

Resident Engineer for the water main improvement that replaced 2700 feet of 12-inch water main along Touhy Avenue, a state highway. The new water main is a PVC pipe and replaces a badly deteriorated ductile iron pipe. To eliminate traffic disruptions at some locations, the water main was bored under the existing pavement. Existing water services were replaced the length of the improvement. Since Touhy Avenue is a state highway, all traffic control implementation and construction conformed to IDOT standards and requirements. Completed in 2018.

The Coves Single Family Re-Subdivision Improvements, Village of Algonquin

Resident Engineer for the Coves Single Family Re-Subdivision improvements. The re-subdivision required water, storm, sanitary, and roadway improvements resulting from the new site plan. The water and sanitary sewer services to each lot were removed and replaced. Roadway improvements included an extension to Par Drive, select curb and gutter removal and replacement, pavement patching and HMA surface removal and replacement. All documentation and inspection were completed in accordance with The Village of Algonquin requirements. Completed in 2014.

Hunt Club Road and Washington Street Reconstruction, Lake County Division of Transportation

Selected as the Resident Engineer for traffic signal improvements and widening of the Hunt Club Road and Washington Street intersection in Gurnee. Project improvements also include relocations of Gurnee, JAWA, and Lake County PW water main along with extensive utility relocations and coordination in advance of the contract work by North Shore Gas, Comed, AT&T and Comcast. Construction cost of $16M.



JEFF LUIF

Documentation Technician
Stanley Consultants, Inc.
21 Years of Experience

Jeff's responsibilities have included the on-site inspection of infrastructure construction projects, record-keeping of daily construction activities, verification of construction layout, measurement and documentation of daily quantities, and quality assurance of work performed by the contractor. He completed and processed documentation including but not limited to change orders, extra work orders, and pay estimates.

As Materials Coordinator, Jeff is responsible for managing all required QA activities and tests. Services include managing the Quality Assurance (QA) requirements for Hot Mix Asphalt (HMA) and Portland Cement Concrete (PCC), coordination of QA activities with the Contractor and ISTHA / IDOT Personnel, QA field and lab tests, inspection of the Contractor's QC activities, reporting of results and investigations of tests when required by the contract.

Managed Safety and Health Programs for construction and general industry contractors in the Chicagoland Area. Provided Loss Control Services including program development, field safety inspections, employee training, job hazard analysis, OSHA and MSHA assistance, OSHA 300 Analysis and accident investigation. Completed account analysis and loss control surveys for insurance companies.

PROJECT EXPERIENCE

Waycinden and Mareland Water Main Improvements, American Water Company, IL
Resident Engineer for the project that consisted of the replacement of approximately 1,100 LF of existing 6-inch water main with new 12-inch water main located on the west side of Elmhurst Road, just north of Algonquin Road, in Des Plaines, Illinois. This system serves approximately 730 customers of whom are primarily residential, with some multi-family residences and commercial customers in Norwood Park Township, Chicago Illinois. Responsibilities included project documentation, processing of pay estimates, authorizing change orders and public outreach.

I-90 (Kennedy Expressway) Resurfacing, Illinois Dept. of Transportation, District 1, IL
Materials Coordinator and Documentation Engineer responsible for managing all required QA activities and tests. Services included managing the Quality Assurance (QA) requirements for Hot Mix Asphalt (HMA) and Portland Cement Concrete (PCC). This project included the resurfacing of I-90 between Harlem Avenue and The Edens Junction with SMA Binder and Surface. Work also included pavement patching, drainage improvements, guardrail replacement and inlaid pavement markings.

I-294 / I-57 Interchange Construction Services, Illinois State Toll Highway Authority, IL
Construction Inspector and Materials Coordinator for project that includes the construction of two ramps (X & M) connecting I-294 to I-57 and the associated toll facilities. Work included pavement widening, shoulder removal and replacement, median barrier removal and replacement, new pavement construction, lighting removal and replacement, sign removal and replacement, pavement markings, toll collection infrastructure and buildings, tree removal, earth

Education

Bachelor of Science, Industrial Technology, Northern Illinois University

Specialized Training and Certifications

- IDOT Documentation of Contract Quantities, #22-19489 (Expires: 1/5/2026)
- IDOT Construction Material Inspection Documentation
- IDOT ICORS 2011 Training
- IDOT Materials Management for Resident Engineers
- IDOT Aggregate Technician IDOT PCC - Level 1 & 2 IDOT HMA - Level 1 & 2
- IDOT S-33 Soils Field Testing and Inspection
- IDOT Fundamentals of Storm Water Pollution and Erosion & Sediment Control
- IDOT Nuclear Density Tester
- IDOT Understanding Specifications
- IDOT MUTCD Training
- ACI Concrete Tester - Level 1
- ATTI / ADOT Field Technician
- OSHA 510: Standards for Construction Industry (30-Hour)

excavation, grading, drainage culvert removal and replacement, retaining wall construction, landscaping and all incidental and collateral work necessary to complete the project as shown on the plans.

159th Street Widening and Reconstruction, Illinois Department of Transportation, District 1, IL
Lead Inspector and Documentation Engineer for roadway reconstruction and widening of IL Route 7 for a length of 5 miles from 2 to 4 lanes including protected left turn bays. Additionally, there was roadway reconstruction and widening of the related crossroads. The improvement included the installation of over 8 miles of storm sewer, pipe culverts, 6 cross-road precast box culverts, three retaining walls, two pile-supported land bridge embankments, traffic signals, pavement markings and landscaping. The construction value for this project was $65,000,000.00.

I-80 Widening from US30 to US45, Illinois Department of Transportation, District 1, IL
Inspector and Documentation Engineer on the widening of I-80 that included a new enclosed drainage system with over 7 miles of storm sewer and the placement of over 400 structures, PCC pavement, HMA stabilized subbase, the widening of two bridges over the Norfolk Southern Railroad and double-faced barrier wall. Responsible of project record keeping, completed and processed documentation including but not limited to limited to: change orders, extra work orders, and pay estimates.

IL 83 Reconstruction from Kedzie Avenue to Western Avenue, Illinois Department of Transportation, District 1, IL
Document Control Specialist and Documentation Engineer responsible of project record keeping, completed and processed documentation including but not limited to: change orders, extra work orders, and pay estimates. The project included the widening and reconstruction of IL 83 with PCC jointed pavement, new enclosed drainage system, new traffic signals and a signal interconnect of six intersections, new lighting, curb and gutter and sidewalks.

I-94 from IL 173 to Wisconsin State Line, Illinois Department of Transportation, District 1, IL
Construction Inspector for the reconstruction and widening of I-94 from IL 173 to the Wisconsin State Line. Project also included pavement and bridge widening and reconstruction of IL 173 over I-94. Responsibilities included the on-site inspection and record keeping of daily construction activities, verification of construction layout, measurement and documentation of daily quantities, and quality assurance of work performed by the contractor. The project had a construction value of $32,500,000.

I-55 Resurfacing and Bridge Widening, Illinois Department of Transportation, District 1, IL
Construction Inspector responsibilities included the on-site inspection and record keeping of daily construction activities, verification of construction layout, measurement and documentation of daily quantities, and quality assurance of work performed by the contractor. This project included the resurfacing of a 16-mile section of I-55 from I-80 to the Grundy County Line with SMA Binder and Surface and the rehabilitation of 7 bridges.

Archer and 135th Street, Will County Department of Highways, IL
Assistant Resident Engineer responsibilities included the on-site inspection and record keeping of daily construction activities, verification of construction layout, measurement and documentation of daily quantities, and quality assurance of work performed by the contractor. Project included the construction of a new bridge to carry traffic over the newly relocated Long Run Creek, new traffic signals, intersection realignment and new detention basins.

I-294 Widening and Reconstruction from Balmoral Avenue to Touhy Avenue, Illinois State Toll Highway Authority, Chicago, IL
Construction Inspector overseeing five construction contracts that included roadway widening, bridge widening, interchange improvements, and ramp modifications on the Tri-State Tollway from Mile Post 40.2 to Mile Post 42.8 in Cook County, Illinois. Work included the reconstruction of the existing three lanes and the addition of one mainline lane in each direction; the Open Road Toll Plaza conversion of one mainline toll plaza at Plaza 29 (Touhy Avenue); the widening and rehabilitation or reconstruction of the bridge structures over Higgins Road (IL 72), Devon Avenue, Des Plaines River Road, and Touhy Avenue; and the rehabilitation or reconstruction of up to 13 ramp bridges and bridges over the mainline roadway.

I-294 Bridge Rehabilitation, Construction Management Services, Illinois State Toll Highway Authority, Chicago, IL
Construction Inspector overseeing the rehabilitation of four bridges along the Tri-State Tollway (I-294) in Cook County, Illinois. The project included deck removal and replacement, latex overlay, HMA pavement resurfacing, concrete median and parapet extension, guardrail, concrete gutters, lighting, and cameras. Responsibilities included the on-site inspection and recordkeeping of daily construction activities, verification of construction layout, measurement and documentation of daily quantities, and quality assurance of work performed by the contractor.



MICHAEL COLBY, PE

Resident Engineer
Stanley Consultants, Inc.
8 Years of Experience

Michael has professional experience on water and wastewater utilities projects which included hydraulic modeling, as well as designing water treatment systems, pump stations, and distribution systems, system rehabilitation and engineering studies.

PROJECT EXPERIENCE

Village of Morton Grove Niles Water Supply Infrastructure Corridor Study and Design, Morton Grove Niles Water Commission; Morton Grove & Niles, IL
Environmental Engineer responsible for coordinating project funding applications with IEPA and WIFIA, assisting with analyzing various transmission main corridors and finalizing the selected route, hydraulic modeling, pump station design, specification development, permitting, compiling various reports and bidding assistance. Continues to aid the commission through maintenance of the hydraulic modeling and assistance on various task orders including the risk and resiliency assessment and rate study.

Water Supply Construction Engineering and Oversight, Morton Grove Niles Water Commission; Morton Grove & Niles, IL
Environmental Engineer responsible for construction observation and engineering design during construction, including contractor submittal review, RFI review and response, and modifying the design to account for field conditions discovered during construction of two 12.7 MGD pump stations and one 7.0 MG standpipe. Michael also has maintained a positive relationship with IEPA and managed the monthly disbursement of the client's $83M SRF loan.

FY2024 Staff Augmentation; Lake County Public Works Department IL; Mundelein, IL
Project Manager responsible for managing several capital improvement projects as an extension of Lake County Public Works staff. Work included engaging design consultants, County engineering, operations and administrative staff to ensure projects successfully remained on schedule and on budget. Work also includes developing a deep understanding of internal processes at Lake County Public Works to act as an independent project manager as if I were a direct employee of the County.

WaterLink Extension Phase I; DuPage Water Commission; Elmhurst, IL
Environmental Engineer responsible for building a hydraulic model of the existing DuPage Water Commission system and the proposed extension of the system and evaluating several possible future alternatives to assist with preliminary engineering design. Also responsible for assisting with the pipeline routing analysis, stakeholder engagement, preliminary engineering design alternatives analyses, and completion of the project development report.

Well Asset Maintainence and Forecast Plan; City of Long Beach Water Department.; Long Beach, CA
Environmental Engineer responsible for well condition assessments, data quality analysis, well maintenance prioritization, and assistance with the development of key performance indicators for a new digital tool designed to improve the management and production of 25+ groundwater wells.

Education
Bachelor of Science, Iowa State University, Civil Engineering

Professional Registration
Registered Professional Engineer:
IL, #062-072749
FL, #92171

Professional Societies
- Young Adult Professional in Illinois Section of American Waterworks Association (AWWA)

Specialized Training and Certifications
- Innovyze InfoWater and InfoSurge Water Distribution Modeling, May 2018

David P. Barnas, PE

Resident Engineer

Mr. Barnas, an industry professional with 35 years of experience in municipal project planning, design, permitting, construction administration, and resident engineering for water, wastewater and roadway projects in Illinois, Wisconsin, Indiana and Michigan. He has a strong background working with clients, regulators, sub-consultants and contractors to develop and implement infrastructure projects. In-depth knowledge in the region, Mr. Barnas has worked with the DuPage Water Commission, the Milwaukee Metropolitan Sewer District, and assisted in taxiway relocation, trunk sewer and basin excavation projects at O'Hare Airport, and provided engineering services on projects for the Illinois Tollway ITS and Toll Plaza.

Water & Wastewater Design and Construction

Having managed numerous projects in water and wastewater; through start-up, operations, and maintenance with operations staff, Mr. Barnas has a vast experience as design engineer and project manager for municipal water & wastewater projects, including water mains, yard piping improvements, pump stations and improvements, water storage, chemical handling, scrubbers, chlorine injection and neutralization, plate settlers, intakes, fall protection system, large diameter sewer rehabilitation, trenchless technologies, lining of sewers and water mains.

Mr. Barnas has recently overseen water main replacement projects in Roselle and Tower Lakes; water main lining projects for Mount Prospect, Crest Hill, and the Morton Grove – Niles Water Commission; water pump station rehabilitation for Itasca and Highland Park; and two water pump stations and standpipe construction for the Morton Grove – Niles Water Commission He is currently overseeing roadway and infrastructure improvement as well as sanitary sewer and manhole rehabilitation projects for Itasca.

AECOM Technologies

Project Engineer/Project Manager for 8 miles of 48-inch to 72-inch sanitary sewer including wetland delineations, easement acquisitions, operations requirements and flow evaluation; chlorination contract to flush and disinfect 64 miles of transmission main. Permitting, coordination, seven water supply delivery points and environmental regulations compliance.

Design of 6,500 feet of 12-inch and 16-inch water main and pump station; roof top fall protection system; hazard identifications at remote water facilities and recommendations. Storm water pollution protection plan; water source route study; cost estimates; bid reports; cost analysis; drafting of specifications and special provisions; construction administration for water, sewer and water treatment facilities.

ABH Donohue

Design engineer for 70,000 feet of water main ranging from 8-inch to 60-inch diameter, including permitting, wetland restoration and use of horizontal directional drilling; rehabilitation and replacement of 24-inch to 72-inch sewers including a siphon; plate settlers; and chlorine and fluoride feed systems at the Jardine Water Treatment Plant rehabilitation.

Field Engineer for 132,000 feet of 8-inch through 60-inch water main, including pavement restoration; 63-meter stations, two pressure adjusting stations; 340 MGD pump station construction; pump station improvements; water treatment plant and intake improvements; protective coating inspection for 12 steel potable water structures.

Education

Bachelor of Science, Civil & Environmental Engineering
University of Wisconsin, Madison

Professional Registration

Registered Professional Engineer, Illinois

Professional Certifications

IDOT S-33 Soils Field Testing and Inspection

IL Tollway Materials Management

Employment History

Robinson Engineering, Ltd.
2017-Present

Graef
2014-2016

Practical Environmental Consultants
2012

AECOM Technologies
2005-2012

ABH Donohue
1987-2005



DWAYNE JACKSON, C.D.

Construction Inspector
Stanley Consultants, Inc.
34 Years of Experience

Construction Observer responsible for the on-site inspection and recordkeeping of daily construction activities, verification of construction layout, measurement and documentation of daily quantities, and quality assurance of work performed by the contractor.

PROJECT EXPERIENCE

MGNWC Construction Engineering, Morton Grove-Niles Water Commission, Morton Grove, IL
Construction Inspector. The selected alignment and combination of construction techniques, including trenchless river crossings, was selected to minimize impacts to environmentally sensitive areas and provide the best value. Our team identified risks and options for mitigating the risk, simplify construction and provide the best value.

Addison Water Main and Sanitary Sewer Design and Inspection, Village of Addison, Addison, IL
Construction Inspector for 1.8 miles of sanitary sewer and 1.3 miles of water main. Design provided capacity and elevations to accommodate future expansion of the Woodcrest Subdivision. To eliminate need for a lift station, the sewers were constructed to depths over 25 feet. Construction inspection included coordination with residents, as well as extensive surface restoration in the project area.

Arbury Water Main Construction Services, American Water Company, Illinois, Mokena, IL
Construction Inspector services for water distribution improvements in an older residential subdivision in Will County, Illinois. The project included the installation of new mains and services in the northern portion of the subdivision including approximately 1,430 feet of 12-inch, 5,300 feet of 8-inch, and 175 feet of 6-inch water main and 128 1-inch service connections. The mains were relocated to street rights-of-way from previously locations in rear yards. Each new service connection was reconnected from the main to existing services behind each home. The new mains (plastic wrapped ductile iron) were installed using directional drilling. The new service lines to each home were also directionally drilled into place. American Water Company's standards and specifications were utilized. Construction phase services included shop drawing review and full-time construction observation. Field record data was provided to Client in ArcGIS format.

159th Street Widening and Reconstruction, Illinois Department of Transportation, District 1, IL
Construction Inspector for this roadway reconstruction and widening project on IL Route 7 and related cross roads. The improvement includes the installation of proposed storm sewer, pipe culverts, precast box culverts, three (3) retaining walls, two (2) pile-supported embankments, traffic signals, and collateral work necessary to complete the project as shown in the plans. The engineer's estimate for this project is $66 Million.

I-94 from IL 173 to Wisconsin State Line, Illinois Department of Transportation, District 1, IL
Construction Inspector responsible for the on-site inspection and record keeping of daily construction activities, verification of construction layout, measurement and documentation of

Specialized Training and Certifications
Certified Drafter, #48050452
OSHA 10-Hour Training Course

Professional Societies
American Design Drafting Association

daily quantities, and quality assurance of work performed by the contractor. This reconstruction and widening included the removal of existing pavement, shoulders, substructures and superstructures; the construction of a new structure carrying IL 173 over I-94 and associated ramp reconstruction, earthwork, MSE wall construction, HMA shoulders and the adding of a fourth PCC pavement lane in each direction on I-94. Work also included the installation of new roadway and underpass lighting and traffic signals at IL 173.

Russell Road at I-94, Illinois Department of Transportation, District 1, IL

Construction Inspector responsible for the on-site inspection and recordkeeping of daily construction activities, verification of construction layout, measurement and documentation of daily quantities, and quality assurance of work performed by the contractor. This reconstruction includes the removal of existing pavement, shoulders, substructures and superstructures; erecting of new substructure and superstructure elements over I-94 for the two structures spanning I-94 including erection of IDOT supplied fabricated beams; placing PCC pavement and HMA shoulders on Russell Road and ramps; storm sewer removal/installation to facilitate drainage requirements; retaining wall construction; construction and subsequent removal of temporary pavement to maintain traffic during staged construction; earthwork, installation of roadway lighting along Russell Road and all incidental and collateral work necessary to complete the project.

I-80 Widening, Illinois Department of Transportation, District 1, IL

Construction Inspector responsible for daily records of construction activities relating to all aspects of roadway and bridge construction measurement and documentation of daily quantities, verification of construction layout. Inspected electrical installations which consisted of over 6 miles of 96 fiber distribution and trunk lines and 3 OMS boards which also included mainline and lateral fiber optic splices and testing of the entire system. Assisted with final quantities and punch list items.

Construction Engineering Services for I-55, Illinois Department of Transportation, District 1, IL

Construction Inspector responsible for the on-site inspection and recordkeeping of daily construction activities, verification of construction layout, measurement and documentation of daily quantities, and quality assurance of work performed by the contractor. This project included three major construction projects along I-55 south of I-80. One of the contracts was the rehabilitation of the two structures carrying I-55 over the Kankakee River and the construction of two permanent crossovers. The bridge work included bridge deck repair, a latex concrete overlay on the northbound structure and a thin polymer overlay on the southbound structure along with joint replacement, beam repair and substructure repairs. The other two contracts consisted of pavement patching, milling of existing HMA surface, then placement of asphalt binder and surface courses.

I-294 Widening & Reconstruction, Illinois State Toll Highway Authority, IL

Construction Inspector for three construction contracts that included roadway widening, bridge widening, interchange improvements, and ramp modifications on the Tri-State Tollway from Mile Post 40.2 to Mile Post 42.8 in Cook County, Illinois. Work included the reconstruction of the existing three lanes and the addition of one mainline lane in each direction; the Open Road Toll Plaza conversion of one mainline toll plaza at Plaza 29 (Touhy Avenue); the widening and rehabilitation or reconstruction of the bridge structures over Higgins Road (IL 72), Devon Avenue, Des Plaines River Road, and Touhy Avenue; and the rehabilitation or reconstruction of up to 13 ramp bridges and bridges over the mainline roadway.

APEX Various CS, APEX Consulting Engineers, LLC, IL

Construction Inspector supplementing the Illinois Department of Transportation construction staff by providing construction inspection services as needed on various projects located throughout District One. Responsibilities included the on-site inspection and record keeping of daily construction activities, verification of construction layout, measurement and documentation of daily quantities, and quality assurance of work performed by the contractor.

Chicago DOT Hyde Park 53rd & 55th Viaducts, Confidential Client, Chicago, IL

Construction Inspector responsible for assisting in survey area using surveyor's equipment. This project was a continuation from the partial design for streetscaping and viaduct renovations of Lake Park Boulevard for 53rd and 55th streets viaducts and Metra Embankment in between. Design elements for the viaducts included internal metal architectural structure with lighting, wall and column improvements, viaduct façade aesthetic improvements, viaduct architectural flanking wall, and street resurfacing and sidewalk repairs. For the Metra embankment, design elements included embankment landscaping and retaining wall improvements or additions.

Chicago DOT Ontario Street Project, Confidential Client, Chicago, IL

Construction Inspector for street widening from three to four lanes in the heart of Chicago's Business District, along the Magnificent Mile. Performed all topographical survey work for the project length and an additional 1,000 feet through North Fairbanks Court.



RYAN BONHAM, QCxP

Resident Project Representative
Stanley Consultants, Inc.
22 Years of Experience

Ryan is a certified test and balance (TAB) technician and has experience as an Associated Air Balance Council Certified Technician includes test and balance of HVAC systems and equipment, including chilled water, heating hot water and air handling systems. His experience covers clean rooms, operating rooms, offices and laboratory environments. He has been a Qualified Commissioning Process Provider (QCXP) since 2012 as a senior commissioning mechanical technician. For design phase commissioning, his experience in commissioning includes contract document review, creating the Owner's project requirements, developing and updating the commissioning plan, construction checklist development, functional performance test creation and developing the commissioning specifications. For construction phase commissioning, Ryan's experience includes construction observation and site inspections, troubleshooting and problem resolution, TAB review, witnessing of functional performance testing and verification construction checklist completion.

Ryan's expertise in construction observation, site inspections and troubleshooting enables him to identify and resolve any issues that may arise. His ability to review TAB results and witness functional performance testing guarantees that the pump station's systems are properly calibrated and functioning as intended. This attention to detail and verification of construction checklist completion will contribute to the overall success and quality of the project.

PROJECT EXPERIENCE

Water Supply Construction Engineering and Oversight; Morton Goves-Niles Water Commission; Morton Groves and Niles, IL
Resident Inspector responsible for construction inspection of two 12.7 mgd pump stations and one 7.0 million gallon standpipe.

Itasca Wastewater Treatment Plant; Village of Itasca; Itasca, IL
Technician responsible for verifying existing conditions and documenting operational issues on makeup air units, exhaust fans, rooftop unit, wall-mounted air conditioners and odor control unit.

HVAC System Commissioning at Central Permit Facility Phase II; Lake County Facility Operations; Waukegan, IL
Technician responsible for troubleshooting condensing boilers. Responsibilities included reviewing TAB hydronic report, measuring air/water flows, and verifying commissioning of DDC control system.

Chiller and Cooling Tower Replacements; Texas A&M University; College Station, TX
Task Lead responsible for developing the commissioning specifications and writing the commissioning plan, which included construction checklists and functional performance tests.

Commissioning Services for Multiple Schools; Confidential Client; Confidential Location
Commissioning Agent responsible for updating the owner's project requirements and commissioning plan, reviewing submittals, performing on-site functional test procedures, delivering systems manual and verifying owner's operation and maintenance personnel training.

Education
Associate of Arts, Scottsdale Community College

Professional Registration
- Qualified Commissioning Process Provider

Professional Societies
- Three Rivers Manufacturers' Association

Specialized Training and Certifications
- Certified Test and Balance Technician - Associated Air Balance Council
- Certification as Accredited Qualified Commissioning Process Provider - University of Wisconsin-Madison
- Certification as Commissioning Process Technical Service Provider - University of Wisconsin-Madison
- Certification as Green Commissioning Process Provider - University of Wisconsin-Madison



www.stanleyconsultants.com

Metering Stations Only

Stanley Team	2026 4 weeks March	2026 4 weeks April	2026 5 weeks May	2026 4 weeks June	2026 4 weeks July	2026 5 weeks August	2026 4 weeks September	2026 4 weeks October	2026 5 weeks November	2026 4 weeks December	2027 4 weeks January	2027 5 weeks February	2027 4 weeks March	2027 4 weeks April	2027 5 weeks May	2027 4 weeks June	2027 4 weeks July	2027 5 weeks August	2027 4 weeks September	2027 4 weeks October	2027 5 weeks November	2027 4 weeks December			
Meter Station RE 2026		160	250	200	200	250	200	200	225	148	152	192	160										2337	$195.17	$456,114.57
Meter Station RE 2027														160	250	200	200	250	200	160	184		1604	$204.94	$328,730.08
Meter Station Inspector 2026					180	225	180	180	225														990	$141.26	$139,848.51
Meter Station Inspector 2026														160	225	180	180	225	180				1150	$148.32	$170,572.80
Michael Colby 2026		3	3	3	3	3	3	3	3	3	3	3	3										36	$238.00	$8,568.00
Michael Colby 2027														3	3	3	3	3	4	4			23	$251.00	$5,773.00
Project Controls/Scheduling 2026		8	4	2	2	2	2	4	2	2	2	2	2										34	$244.20	$8,302.80
Project Controls/Scheduling 2027														4	2	2	2	2	2	2			16	$257.63	$4,122.10
QA/QC & Training 2026		4	4		2				2				2										14	$225.00	$3,150.00
QA/QC & Training 2027															2					2			4	$237.38	$949.50
Vehicle Days		22	27	22	44	54	44	44	54	18	20	24	20	44	54	44	44	54	44	22	23		722	$65.00	$46,930.00

$1,173,061.36	SCI DL
$46,930.00	SCI DC
Stanley Fee	$1,219,991.36

EXHIBIT A
TASK ORDER NO. 03 DESCRIPTION

In accordance with Section 1.1 of the Master Contract for Professional Engineering Services Owner and Consultant agree as follows:

1. **Project:** WaterLink Pipeline Construction Project – Phase III Construction Engineering Services for the MS-22/25 Construction Package.

   This task order authorizes Consultant (Stanley Consultants, Inc.) to provide staff resources associated with the requested construction engineering services for MS-22/25 Construction Package.

2. **Services of Consultant:** As Described in Attachment(s).
3. **Approvals and Authorizations:** Not applicable.
4. **Commencement Date:** Effective Date of This Task Order
5. **Completion Dates:** As Described in Attachment(s).
6. **Submittal Schedule:** Not applicable.
7. **Key Project Personnel:**

   Jared Hamilton – Project Manager

   Jay Horak – Technical Advisor

   Jesse Singer – Resident Engineer

8. **Contract Price:**

For providing, performing, and completing all Services, an amount equal to Consultant's Billing Rate Sheet Costs per hour or unit for all Services rendered by principals and employees engaged directly on the Project, plus an amount equal to rate sheet costs plus applicable markup of all Reimbursable Expenses.

Notwithstanding the foregoing, the total Not-To-Exceed Contract Price shall be $1,219,991.36, except as adjusted by a Change Order issued pursuant to Section 2.1 of the Master Contract.

Payments:

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

Reimbursable Expenses shall mean the actual expenses incurred by Consultant directly or indirectly in connection with the Project, including expenses for transportation, telephone, postage, computer time and other highly specialized equipment, reproduction and similar Project related items. This list is not intended to be exhaustive. Other Project-related costs incurred by Consultant, are nonetheless considered to be reimbursable expenses. Costs incurred by Consultant shall also be read to mean costs incurred by Consultant’s subsidiaries, employees, contractors, and consultants.

9. **Modifications to Contract:** Not applicable.
10. **Attachments:** Attachment A: Scope of Services & Fee Schedule

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

The Effective Date of this Task Order is August 21, 2025.

DuPAGE WATER COMMISSION

By: _____

Paul D. May, P.E.

General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:
Name: Jeff Loster
Title: Engineering Manager
Address: 600 East Butterfield Road, Elmhurst, Illinois 60126-4642
E-mail Address: loster@dpwc.org
Phone: 630-834-0100

STANLEY CONSULTANTS, INC.

By: _____

Jared Hamilton

Construction Services Group Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:
Name: Jared Hamilton, P.E.
Title: Project Manager
Address: 8501 W. Higgins Road, Suite 730, Chicago, IL 60631
E-mail Address: HamiltonJared@stanleygroup.com
Phone: 773-693-9624

Task Order No. 03

This Task Order No. 03 is being entered into between DuPage Water Commission (referred to herein as the "Owner" or the "Commission") and Stanley Consultants, Inc. (the "Consultant") as of August 21, 2025 (the "Effective Date") and hereby agree as follows:

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

WHEREAS, Owner and Consultant have previously entered into a Master Contract for Professional Engineering Services dated May 16, 2013 (the "Master Contract"); and

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

WHEREAS, Owner and Consultant wish to enter into this Task Order No. 03 for Consultant to provide services for the Project as more fully set forth below (the "Project Services").

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

1. The above recitals are hereby incorporated as if fully set forth herein.

2. Capitalized terms used, but not otherwise defined herein, shall have their respective meanings as set forth in the Master Contract.

3. To the extent any of the provisions of this Task Order conflict with the Master Contract or the attached Exhibit A, Task Order No. 03 Description, this Task Order will apply.

4. Owner's right to terminate or suspend the Project Services under Section 1.9 of the Master Contract is reconfirmed herein and shall be effective within forty-eight (48) hours unless the Owner's notice of termination sets forth a longer time period. Consultant acknowledges that Owner may suspend or terminate the Project Services at its sole discretion for any reason, including but not limited to the escrow required under the Escrow Agreement not being fully funded by the Waterlink Communities or any of the Waterlink Communities not receiving its required allocation from the Illinois Department of Natural Resources.

5. Notwithstanding anything else set forth in this Task Order, Consultant shall only take direction regarding or relating to Project Services from Owner. The Waterlink Communities, their

officers or employees will have no authority to approve change orders or provide any other direction to Consultant.

6. Consultant shall submit monthly pay requests on or before the fifteenth (15th) day of the month for Project Services completed in the prior calendar month. Each pay request shall contain releases and waivers of lien for all subcontractors for the prior calendar month.

7. All Project Services, including those supplied by Consultant's subcontractors, must comply with the Water Infrastructure and Finance Innovation Act ("WIFIA"). Owner shall notify Consultant in writing if additional federal or state funding is to be used on the Project. Consultant shall be entitled to equitable adjustment in compensation, subject to the approval of Owner, if additional federal or state funding requirements place additional obligations on Consultant.

8. Except as expressly amended by this Task Order, the remaining terms, covenants, conditions, and provisions of the Master Contract shall remain unchanged and in full force and effect, and the Task Order, as amended herein, shall constitute the full, true, and complete agreement between the parties.

9. This Task Order shall be binding upon and inure to the benefit of the parties, and their successors and assigns.

10. If any provision of this Task Order is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Task Order shall be construed and enforceable as if the illegal, invalid or unenforceable provision had never comprised a part of it, and the remaining provisions of this Task Order shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Task Order, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and legal, valid and enforceable.

11. This Task Order may be executed in counterparts, each of which shall be deemed an original instrument, but all such counterparts together shall constitute but one agreement. Delivery of an executed counterpart signature page by facsimile or electronic transmittal (PDF) is as effective as executing and delivering this Task Order in the presence of the other parties to this Task Order.

IN WITNESS WHEREOF, Owner and Consultant have caused this Task Order No. 03 to be executed in two (2) original counterparts as of the day and year first written above.

Attest/Witness:	**DUPAGE WATER COMMISSION**
By:_____ Clerk	By:_____ James F. Zay, Chairman
Attest/Witness:	**STANLEY CONSULTANTS, INC.**
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

Resolution #: R-65-25

Account: 01-261211 and 01-261212

Approvals: *Author / Manager / Finance / Admin*

AS JML CAP PDM

REQUEST FOR BOARD ACTION

Date: 8/14/2025

Description: **Amendment to the Previously Approved Intergovernmental Agreement (R-51-21) with Lombard for the Design and Construction of MS 14-E**

Agenda Section: Engineering & Construction

Originating Department: Engineering

The Commission entered into an Intergovernmental Agreement with the Village of Lombard for the design and construction of a Joint Facility (Pressure Adjusting/Metering Station - MS 14-E) on October 21, 2021. The original agreement designated the Commission as the project administrator for all phases of the work.

To achieve economies of scale and streamline coordination with the Village's proposed water tower at the same site, the Village of Lombard has requested to assume administration of the construction contract for the Joint Facility.

The Commission will maintain a presence on-site throughout the construction phase to ensure that all Commission assets are built in accordance with Commission specifications.

Resolution R-65-25 would approve the execution of a revised Intergovernmental Agreement with the Village of Lombard for the construction and installation of Metering Station 14-E, the associated Pressure Adjusting Station and appurtenances thereto. The Village of Lombard will be responsible for all associated costs and administration of this project.

Recommended Motion:

To adopt Resolution R-65-25.

DuPAGE WATER COMMISSION

RESOLUTION NO. R-65-25

A RESOLUTION TO AUTHORIZE PROPOSED MODIFICATIONS TO AN INTERGOVERNMENTAL AGREEMENT WITH THE VILLAGE OF LOMBARD REGARDING THE CONSTRUCTION AND INSTALLATION OF METERING STATION 14-E, ASSOCIATED PRESSURE ADJUSTING STATION AND APPURTENANCES THERETO.

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 previously approved an Intergovernmental Agreement with the Village of Lombard for the design and construction of a Joint Facility (Metering Station 14-E); and

WHEREAS, the Village of Lombard desires to manage the construction phase of the Project to take advantage of other work taking place on the same site;

WHEREAS, both parties have reviewed the existing Intergovernmental Agreement and have amended it to allow the work to proceed as desired by the Village of Lombard;

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 amended Intergovernmental Agreement with the Village of Lombard, 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.

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-65-25.docx

EXHIBIT 1

FIRST AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE DU PAGE WATER COMMISSION AND THE VILLAGE OF LOMBARD, ILLINOIS TO PROVIDE FOR THE CONSTRUCTION OF A JOINT FACILITY

THIS FIRST AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT (this "Agreement") is made and entered into this _____ day of _____, 2025, by and between the DU PAGE WATER COMMISSION, a county water commission created and existing under the laws of the State of Illinois (the "Commission"), and the VILLAGE OF LOMBARD, a municipal corporation created and existing under the laws of the State of Illinois (the "Village").

W I T N E S S E T H:

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

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

WHEREAS, the Village operates a water system supplying residents and other customers (the "Village Water System"), which system is connected at various points to the Commission Waterworks System; and

WHEREAS, the Commission and the Village (together the "Parties") have determined that it is necessary and desirable to provide an additional connection point

between the Commission Waterworks System and the Village Water System in the vicinity of 600. E. Butterfield Rd., Lombard, DuPage County, IL; and

WHEREAS, it is in the best interest of the Parties to design and construct this connection as a joint facility (the "Joint Facility") which would include all equipment necessary to accomplish the additional connection described above; and

WHEREAS, pursuant to the intergovernmental cooperation provisions of Article VII, Section 10 of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and other applicable authority, the Commission and the Village are authorized to enter into this Agreement; and

WHEREAS, on February 17, 2021, the Parties entered into an Intergovernmental Agreement (the February 17, 2021 IGA"); and

WHEREAS, this Agreement hereby supersedes the terms of any prior Intergovernmental Agreements between the Parties, and the February 17, 2021 IGA is hereby declared null and void; and

WHEREAS, the Commission and the Village each have determined that is it in their mutual best interests to enter into this Agreement;

NOW, THEREFORE, it is agreed by and between the Parties as follows:

1. The foregoing recitals are by this reference incorporated herein and made a part hereof as if fully set forth herein.

2. For purposes of this Agreement, the "Joint Facility" shall mean a facility to convey, measure, and regulate the flow of water from the Commission Waterworks System to the Village Water System and shall include the following:

a. A Metering Station, to be known as Metering Station 14e ("MS-14e"), for properly conveying and measuring the quantity of Lake Michigan water delivered by the Commission to the Village, including certain equipment, devices, and structures, and portions of its water distribution main, including underground feeder pipe lines and related equipment to initially connect MS-14e to the existing Commission Waterworks System, and all antennas, masts, all electrical systems, including panels, conduits, raceways, duct banks, and utility services, needed solely for the operation of Commission facilities, and all drainage systems, including drain pipes and structures, needed solely for the drainage of Commission facilities and property, and appurtenant facilities for the Commission's Supervisory Control and Data Acquisition Instrumentation System attributable to MS-14e, as such facilities may be relocated, replaced, extended, or improved from time to time (the "Metering Station").

b. A Type D pressure increasing station for the Village Water System in accordance with the design criteria set forth in the document entitled "Water Delivery Data DuPage Water Commission" dated April 26, 2021, and identifying Lombard as "customer", a copy of which is attached hereto and by this reference incorporated herein and made a part hereof as Exhibit A (the "Village PAS").

c. Such other equipment and appurtenances as may be necessary for the operation and construction of the foregoing in conformance with the approved design plans therefor, as determined by the Parties.

3. The Joint Facility is expected to be located on the property selected and to be acquired and owned by the Village depicted and legally described in Exhibits B-1 and

B-2, respectively, attached hereto and made a part hereof, which shall be known as Lot 7 in the Hoffmann-Lombard Subdivision, Lombard, DuPage County, IL upon recordation of a plat of subdivision therefor, adjacent to the proposed Golfsocial Lombard property at 600 E. Butterfield Road in the Village of Lombard (the "Joint Facility Site"), the location of which has been reviewed and approved by the Commission subject to the terms, conditions and limitations set forth of this Agreement. In the event all necessary and insured easements for the Joint Facility Site are not granted to the Commission in accordance with the provisions of this Agreement or the property is otherwise determined by the Commission and the Village to be unsuitable for locating the Joint Facility, the Village shall endeavor in good faith to obtain an alternative location for the Joint Facility Site acceptable to both the Commission and the Village. Notwithstanding any term in this Agreement to the contrary, if an alternative location cannot be agreed upon, or if the Village cannot acquire fee simple title to the Joint Facility Site, or the Parties are unable to obtain, provide or secure the necessary easements for the Joint Facility, by the date set forth in Section 7 of this Agreement, the Village or the Commission may terminate this Agreement, and thereafter neither Party shall be liable to the other in any manner hereunder, except for the Village's obligation to reimburse the Commission for all fees, costs, and expenses incurred or accrued by the Commission prior to the termination of this agreement, which shall survive the termination of this Agreement.

4. The Village shall be solely responsible for the costs in designing the Joint Facility. It is understood that the Commission has contracted with the design engineer and has been and will continue to administer the design contract for the benefit of both

Parties. The Commission has been and will continue to consult with the Village to keep the Village advised as to the progress of the design work and to address issues of mutual concern regarding the details of such design work. The final design of the Joint Facility shall be subject to the review of both Parties and subject to the approval of the Commission to the extent of the Metering Station, the Village to the extent of the Village PAS, and both Parties to the extent of the common areas of the Joint Facility. For the purposes of this Agreement, the common areas of the Joint Facility shall include those portions of the Joint Facility, such as the structure and area grounds, which serve the needs of both Parties, but shall exclude all portions of the Joint Facility Site on which there are an elevated tank, storm sewers and sanitary sewers.

5. The Village shall be solely responsible for the costs of constructing the Joint Facility. The Village shall be responsible for securing a contract for the construction of the Joint Facility, including all equipment and appurtenances necessary for the Metering Station and the Village PAS. The cost of the Metering Station, the Village PAS, and the common areas of the Joint Facility shall be separately identified in the bidding and construction contract documents. The Village agrees to solicit, award, and administer all construction contracts for the project in the best interest of both Parties, to do so in compliance with all applicable federal, State and local laws, ordinances, regulations and requirements (together the "Laws"), and to consult with, and keep the Commission's General Manager advised, regarding the progress of the work and any problems encountered or changes recommended. The Village shall have sole authority and responsibility to resolve every claim or dispute arising under the construction contract(s),

provided that each resolution is consistent with the final Commission-approved plans and specifications. If a dispute involves the Metering Station, the Village will consult in good faith with the Commission before issuing its final determination. Both Parties must agree to the award of any contract for such construction work. Upon approval of both Parties, the Village shall enter into a construction contract(s) with the selected contractor(s), and shall administer such construction contract(s) in conformance with this Agreement and the Laws. In addition, the Village shall retain the services of, and pay all costs incurred by, an independent AMPP Certified Corrosion Specialist to determine field conditions and report and recommend, for Commission-approval, the means to mitigate any existing or potential corrosion issues discovered. The Village shall also retain the services of, and pay all costs incurred by, an independent geotechnical materials testing firm to provide technical on and off site soils and materials testing and inspectional services, including without limitation (i) density testing using Troxler Nuclear equipment for trench backfill materials, sub-base course materials, bituminous binder and surface course materials, bituminous aggregate mixture (B.A.M.), and other areas where there will be engineered fill beneath building slabs, roadways, and parking lots; (ii) unconfined compressive strength tests and pocket penetrometer tests on soil samples from the bottom of excavations for footings and trenches; (iii) concrete and Controlled Low Strength Material ("CLSM") testing, as applicable, for temperature, slump, per cent air and yield (unit weight) and mold cylinders for compressive strength testing; (iv) batch plant inspections at both concrete, CLSM, and bituminous plants; (v) laboratory compaction curves to establish optimum moisture content and dry unit weight of fill materials; (vi) laboratory

compressive strength testing for concrete or CLSM cylinders; and (vii) laboratory testing to determine gradation of granular materials. Commission representatives shall have full and complete access to the work sites at all times for purposes of supervising and inspecting the construction of the Metering Station. No construction work on the Metering Station shall be undertaken without the presence of such representatives unless authorized in advance by the Commission. All shop drawings, reports, permit applications, and other submittals submitted by the contractor(s) for the construction of the Metering Station, and all work (including materials, equipment, and supplies) related to the Metering Station, shall be subject to the prior examination, inspection, and approval by Commission representatives, including without limitation geotechnical inspections and approvals (e.g. compaction, soil bearing, concrete strength, etc.); structural inspections and approvals (e.g. inspection of rebar, especially where pipe wall sleeves are set, before concrete pour, etc.); rough-in electrical inspections and approvals (e.g. ground field installation before backfill); instrumentation inspections and approvals (e.g. SCADA antenna, ground field, radio signal strength at time of installation); piping and valve inspections and approvals (e.g. factory and field testing); meter inspections and approvals (e.g. testing in Commission test bench); and regulatory inspections and approvals (e.g. IEPA operating permit application, disinfection, flushing, sampling, and laboratory testing required to place the Metering Station in service). Commission representatives shall have the sole, full authority and right to direct the construction of the Metering Station, and the Village and the contractor(s) for the construction of the Metering Station shall diligently prosecute the construction of the Metering Station pursuant to said direction. Whenever

the contractor(s) for the construction of the Metering Station disputes or objects to any requirement, direction, instruction, interpretation, determination, or decision affecting the construction of the Metering Station, the Commission shall have the sole, full authority and right to resolve such dispute. It is understood that, although the Commission will not be a party to the construction contract(s), the Commission will be designated as a beneficiary of any insurance, guaranty, or warranty required by the construction contract(s) and its Elected Officials, officers, agents, and employees shall be specifically named as an additional insured on the general liability, owner's/contractor's protective liability, builder's risk, and excess or umbrella policies of insurance required by the construction contract(s). Said insurance will be primary and noncontributory. The Commission General Manager shall be provided with a certificate of insurance naming the Commission as an additional insured on such policies prior to the commencement of work under the construction contract(s). In addition, any change order, as well as final acceptance and approval of the completed Joint Facility, shall be subject to the approval of the Commission to the extent of the Metering Station, the Village to the extent of the Village PAS, and both Parties to the extent of the common areas of the Joint Facility. Neither Party shall be required to approve or accept any portion of the Joint Facility until all portions of the Joint Facility, including all punch list items, have been fully and properly completed.

6. The Village shall reimburse the Commission for the full actual cost incurred by the Commission in connection with (a) the design, bidding, contracting, managing, and actual construction, installation, removal, relocation, replacement, extension, or

improvement of the Joint Facility, including without limitation equipment required for the operation of the Joint Facility and all administrative, financing, supervisory, inspection, engineering, surveying, and legal fees, costs, and expenses associated therewith; (b) the acquisition and divestment of lands, easements, and rights of way over lands and waters necessary for the construction, installation, removal, relocation, replacement, extension, or improvement of the Joint Facility, and all administrative, title, surveying, and legal fees, costs, and expenses associated therewith; and (c) the review and processing of plans and agreements for the construction, installation, removal, relocation, replacement, extension, or improvement of the Joint Facility and in connection with the negotiation, preparation, consideration, and review of this Agreement, including without limitation all legal, engineering, consulting, and administrative fees, costs, and expenses associated therewith. The Village shall reimburse the Commission monthly for such fees, costs, and expenses, and payment shall be due within thirty (30) days after receipt of an invoice therefor from the Commission.

7. Prior to the Village's award of a contract for the construction of the Joint Facility, the Village, without charge to the Commission, shall: (a) present the Commission with adequate evidence of merchantable fee simple title to the Joint Facility Site; (b) grant to the Commission, after acquiring fee simple title to the Joint Facility Site, all necessary and insured easements for the Joint Facility Site, in substantially the form attached hereto and by this reference incorporated herein and made part hereof as Exhibit C and satisfactory to the Commission's attorneys, free and clear of all liens, claims, encumbrances, and restrictions unless otherwise approved by the Commission in writing;

and (c) grant to the Commission all necessary and insured easements for the appropriate location and installation of antennas and appurtenant facilities for the Commission's Supervisory Control and Data Acquisition Instrumentation System attributable to the Metering Station, free and clear of all liens, claims, encumbrances, and restrictions unless otherwise approved by the Commission in writing. Prior to the Village's award of a contract for the construction of the Joint Facility, the Parties have entered into the "Grant of Ingress, Egress and Water Main Easements" in substantially the form attached hereto and by this reference incorporated herein and made part hereof as Exhibit D. The Village has obtained fee simple title to the Joint Facility Site.

8. The Village has previously deposited with the Commission cash (the "Cash Deposit") in a total amount of one hundred twenty-five percent (125%) of the Commission's estimated costs of designing the Joint Facility. In addition, The Village shall reimburse the Commission for all costs incurred by the Commission in connection with: (i) the design of, and the review and approval of all plans and specifications for, the Metering Station and the common areas of the Joint Facility; (ii) the preparation of all bidding and contract documents for the Joint Facility; (iii) the administration of the contract for the construction of the Joint Facility; and (iv) shop drawing review and the inspection of the construction and installation of the Lombard 14e Metering Station and the common areas of the Joint Facility, including all legal, engineering, and other consulting and administrative fees, costs, and expenses.

The Village shall review all pay requests and supporting documents and shall direct payments to be made of all amounts then due for the Joint Facility work each month.

9. Upon acceptance and approval of the Joint Facility by the Parties, ownership of the Metering Station, as the case may be, and a bill of sale therefor shall be conveyed to the Commission by the Village. Immediately following such conveyance, the Village shall own and operate the Village PAS. The Village PAS shall remain the sole and exclusive property of the Village, and the Village shall have all duty, responsibility, and liability to maintain and repair the Village PAS and the common areas of the Joint Facility and the Commission shall have no obligation or duty with respect thereto. Upon completion of the construction and installation of the Joint Facility, the Commission shall have all duty, responsibility, and liability to maintain and repair the Metering Station.

10. Either Party may terminate this Agreement in the event the other Party fails to comply with any term of this Agreement or any exhibit to this Agreement. Additionally, either Party may terminate this Agreement upon thirty (30) days advance written notice to the other Party in the event the Parties are unable to agree on the award by the Village of a contract(s) for the construction of the Joint Facility on or before December 31, 2025.

Upon termination for any reason, this Agreement shall be void and of no effect; provided, however, that the Village shall remain responsible for all fees, costs, and expenses incurred or accrued by the Commission prior to termination of this Agreement. The obligation of the Village to reimburse the Commission as required by this Agreement is unconditional and irrevocable, payable without set off or counterclaim, and irrespective of whether lake water is ever furnished, made available, or delivered to the Village through the Joint Facility, or whether the Joint Facility is completed, operable, or operating, and notwithstanding suspension, interruption, interference, reduction, or curtailment of the

supply of lake water. In the event that, following service of such notice but before actual termination, the basis for such notice is corrected, the notice shall be considered void and of no effect, and this Agreement shall continue in full force and effect.

11. The Village acknowledges and agrees that: (a) the Commission is not, and shall not be, in any way liable for damages or injuries that may be sustained as a result of the Commission's review and approval of any plans for the Joint Facility, or as a result of the issuance of any approvals, certificates, or acceptances for the development or use of any portion of the Joint Facility, or as a result of the design of the Joint Facility or the operation or maintenance of the Village PAS or the common areas of the Joint Facility; and (b) the Commission's review and approval of any such plans and issuance of any such approvals, certificates, or acceptances does not, and shall not, in any way be deemed to insure the Village, or any respective successors, assigns, tenants, or licensees, or any third party, against damage or injury of any kind at any time.

12. To the fullest extent permitted by law, the Village shall indemnify and hold harmless the Commission, and the Commission's officials, officers, agents, and employees, from and against any and all claims, damages, losses, and expenses (including reasonable attorneys' fees) —but only to the extent caused by the negligent acts or omissions of the Village or its contractors in connection with the design, construction, operation, or maintenance of the Joint Facility.

To the fullest extent permitted by law, the Commission shall indemnify and hold harmless the Village, and the Village's officials, officers, agents, and employees, from and against any and all claims, damages, losses, and expenses (including reasonable

attorneys' fees) —but only to the extent caused by the negligent acts or omissions of the Commission or its contractors in connection with the design, construction, operation, or maintenance of the Metering Station..

Neither Party shall be liable to the other for special, indirect, or consequential damages, including (without limitation) loss of water, loss of revenue, or loss of use, arising out of or relating to this Agreement. Nothing contained in this Agreement is intended to be, nor shall operate as, a waiver by Village or the Commission of the rights, defenses and immunities afforded under the Local Governmental and Governmental Employees Tort Immunity Act.

The Parties' obligations under this Section shall survive the termination or expiration of this Agreement.

13. This Agreement, and the Joint Facility provided by this Agreement, shall be deemed to supplement that certain contract entitled "Water Purchase and Sale Contract between the DuPage Water Commission and Customers," dated as of January 18, 2024 (the " Customer Contract"), by and between, among others, the Parties hereto, to provide for an additional point of delivery to the "Unit System," as defined in the Customer Contract, of the Village. Except where expressly provided in this Agreement, nothing in this Agreement shall be construed to be, or applied in any manner, inconsistent with the terms of the Customer Contract, and, if there is any conflict or inconsistency between the terms of this Agreement and the terms of the Customer Contract, then the terms of the Customer Contract shall control. The Village shall at all times comply with all terms and conditions of the Customer Contract, including without limitation the making of all

payments due thereunder promptly to the Commission. Under no circumstances shall any dispute of any nature under this Agreement, or the Village's inability to receive water through the Metering Station provided by this Agreement, excuse, delay, or in any other way affect the Village's performances under the Customer Contract, including without limitation the making of all such payments.

For the purposes of the Customer Contract, and the Joint Facility provided by this Agreement, the point of delivery with respect to the Village Water System shall be a point in the water main connecting the Metering Station to the Village PAS located downstream from the inside face of the outside wall or foundation of the Metering Station a distance of ten (10) feet or where such water main enters the outside face of the outside wall or foundation of the Village PAS, whichever is closer to the Metering Station.

Notwithstanding anything to the contrary contained in the Customer Contract, the Parties expressly acknowledge and agree that the Village shall not be entitled to payment or reimbursement from the Commission for the design, bidding, contracting, managing, and actual construction, installation, removal, relocation, replacement, extension, or improvement of the Joint Facility.

14. The Parties agree to meet and cooperate in good faith throughout the term of this Agreement to implement the letter and spirit of the provisions set forth herein. The Parties agree and acknowledge that further details regarding the construction and operation of the Joint Facility may be subject to a future agreement.

15. This Agreement may not be assigned by any Party, in whole or in part, without the prior written consent of the other Party, which consent, with respect to the Village, shall not be unreasonably withheld.

16. In case any one or more of the provisions contained in this Agreement should be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby; provided, however, that if the remaining parts hereof may not reasonably be construed together without the part or parts so held invalid or unenforceable, the Parties agree to negotiate such reasonable amendments hereto as shall be required to most nearly conform this Agreement, as thereby amended, to the original intention of the Parties.

17. All notices required or permitted to be given under this Agreement 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 property addressed, postage prepaid, certified or registered mail, return receipt requested.

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

DuPage Water Commission
600 East Butterfield Road
Elmhurst, Illinois 60126-4642
Attention: General Manager

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

Village of Lombard
255 E. Wilson Ave.
Lombard, Illinois 60148
Attention: Mr. Carl Goldsmith
Director of Public Works

IN WITNESS WHEREOF, the DuPage Water Commission and the Village of Lombard have caused this Agreement to be executed on their behalf by their duly authorized officers as of the day and year first above written.

DU PAGE WATER COMMISSION

ATTEST:

_____
Chairman

_____
Clerk

VILLAGE OF LOMBARD



Village President

ATTEST:



Village Clerk

EXHIBIT A

WATER DELIVERY DATA

DU PAGE WATER COMMISSION

Date: June 10, 2021

CUSTOMER NAME: Village of Lombard

DELIVERY POINT (DWC NODE No.): 12" Blow-Off Valve B11096 – TSW Sta. 253+43

DWC METER STATION NO. & LOCATION: Lombard MS14E

TYPE OF CUSTOMER'S FACILITY REQUIRED: Type D Pressure Increasing

LOCATION AT (1) See Exhibits B-1 and B-2, A, generally located adjacent to the proposed Golfsocial Lombard property at 600 E. Butterfield Road, Lombard,

DWC DESIGN MINIMUM HYDRAULIC GRADE (2) (USGS DATUM): 853.3 USGS

CUSTOMER'S SYSTEM OVERFLOW ELEV. (USGS) AND/OR REQUIRED HEAD (3) 913-925

CUSTOMER'S TYPE and SIZE of STORAGE FACILITY (4) 1.5 to 2.0 MG Elevated Storage Tank-TBD by Lombard

HYDRAULIC DATA

	Flow Rate @ Customer's Proposed Facility In MGD (Provided by Lombard)	DWC Hydraulic Grade 10 ft. Downstream of DWC Meter Station USGS DATUM (Provided by DWC)
Average Day	1.72	890.3
Maximum Day	2.92	895.0
Peak Day (5)	5.15	865.9

(1) Customer to provide location of Customer's Connection Facility
(2) DWC design minimum hydraulic grade will fluctuate approx. ± 10 feet depending upon Commission's elevated storage water elevation.
(3) It is customer's responsibility to verify the system overflow elevation or required head.
(4) Customer to provide Type and Size of Storage Facility where DWC Customer Connection terminates (feeder main and metering station location)
(5) 3 X IDNR highest average day flow or 1500 GPM minimum.

EXHIBIT B-1

DEPICTION OF JOINT FACILITY SITE

(attached)

EXHIBIT B-1

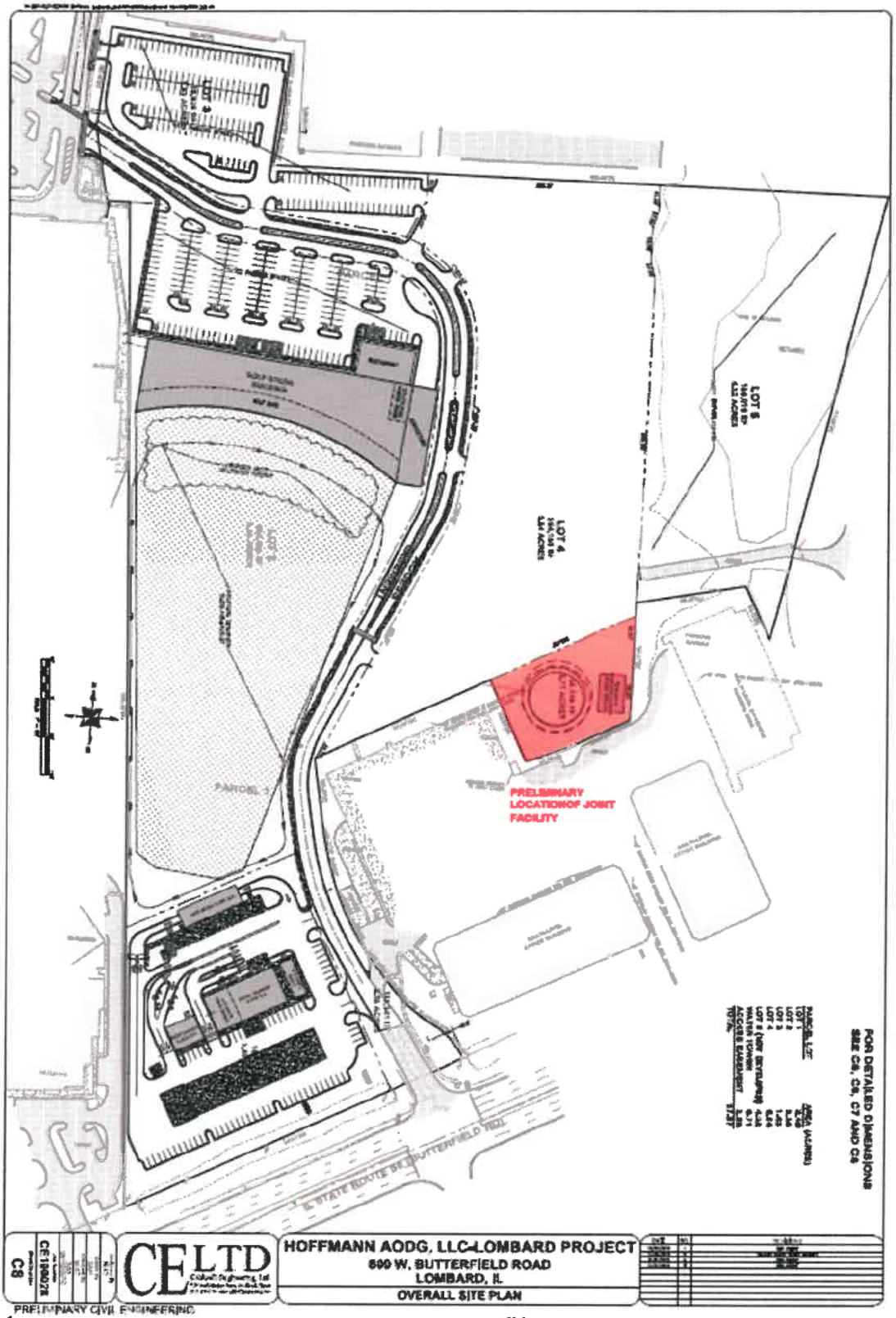

LOT 5
LOT 4
PARCEL 1
PRELIMINARY
LOCATIONOF JOINT
FACILITY
FOR DETAILED DIMENSIONS
SEE C5, C6, C7 AND C8
C8
CE LTD
HOFFMANN AODG, LLC-LOMBARD PROJECT
600 W. BUTTERFIELD ROAD
LOMBARD, IL
OVERALL SITE PLAN
PRELIMINARY CIVIL ENGINEERING

EXHIBIT B-2

LEGAL DESCRIPTION OF JOINT FACILITY SITE

(attached)

EXHIBIT B-2

LOT 2 OF HOFFMANN – LOMBARD SUBDIVISION, A RESUBDIVISION OF PARCEL 1 IN NORTHERN BAPTIST THEOLOGICAL SEMINARY ASSESSMENT PLAT OF LOT 1 IN NORTHERN BAPTIST THEOLOGICAL SEMINARY SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN LOMBARD, DUPAGE COUNTY, ILLINOIS

P.I.N.: 06-29-200-056 (underlying)

Common Address: Part of 600 to 690 East Butterfield Road located north of Butterfield Road (State Route 56) in Lombard, Illinois 60148;

EXHIBIT C

FORM OF METERING STATION EASEMENT AGREEMENT

(attached)

DUPAGE WATER COMMISSION

METERING STATION

EASEMENT AGREEMENT
(Lombard MS-14e)

PERMANENT REAL ESTATE TAX INDEX NO. __-__-___-___

Prepared by and Mail to:

DuPage Water Commission
600 E. Butterfield Rd.
Elmhurst, IL 60126

METERING STATION
EASEMENT AGREEMENT
(Lombard MS-14e)

THIS METERING STATION EASEMENT AGREEMENT (Lombard MS-14e) is made and entered into as of this ____ day of _____, 202_, by and between the DUPAGE WATER COMMISSION, a county water commission created and existing under the laws of the State of Illinois (the "Commission") and the VILLAGE OF LOMBARD, a municipal corporation created and existing under the laws of the State of Illinois and a customer of the Commission (the "Customer").

W I T N E S S E T H:

WHEREAS, the Commission and the Customer have entered into a certain Water Purchase and Sale Contract, dated as of July 21, 1986 (the " Customer Contract"), as supplemented by a certain Intergovernmental Agreement to Provide for the Construction of a Joint Facility, dated as of _____, 2021 (the "Joint Facility Agreement"); and

WHEREAS, the Joint Facility Agreement provides that the Commission is to furnish, install, own, operate, maintain, and repair certain equipment and devices, together with certain structures and portions of its water distribution main, including underground feeder pipe lines and related equipment, for properly conveying and measuring the quantity of Lake Michigan water delivered by the Commission to the Customer at the additional connection point provided for under the Joint Facility Agreement (collectively referred to as the "Metering Station"); and

WHEREAS, the Joint Facility Agreement provides that the Metering Station is to be located at a site selected and provided by the Customer, subject to review and approval by the Commission; and

WHEREAS, the Customer has selected the site legally described in Exhibit 1 attached hereto and by this reference incorporated herein and made a part hereof (the "Metering Station Easement Premises") for the location of the Metering Station as generally depicted in Exhibit 2 attached hereto and by this reference incorporated herein and made a part hereof; and

WHEREAS, the Commission has reviewed the Metering Station Easement Premises and approved the same for the location of the Metering Station; and

WHEREAS, the Commission has submitted to the Customer for review the drawings and specifications for the Metering Station; and

WHEREAS, the Commission and the Customer desire to enter into this Easement Agreement in order to provide the Commission with a sufficient property interest in the Metering Station Easement Premises to fulfill the provisions and purpose of the Customer Contract, as supplemented by the Joint Facility Agreement; and

WHEREAS, the Commission has duly adopted its Ordinance No. O-__-0_, being "An Ordinance Requesting the Intergovernmental Transfer of Easement Rights for the Lombard Metering Station MS-14e Site and Authorizing the Execution of the Lombard Metering Station Easement Agreement," pursuant to the Local Government Property Transfer Act, 50 ILCS 605/0.01 et seq.; and

WHEREAS, the Customer has duly adopted its Resolution No. _____, being "A Resolution Approving the Intergovernmental Transfer of Easement Rights to the DuPage Water Commission," pursuant to the Local Government Property Transfer Act, 50 ILCS 605/0.01 et seq.;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in the exercise of their powers and authority under the intergovernmental cooperation provisions of Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and other applicable authority, the Commission and the Customer hereby agree as follows:

1. The foregoing recitals are hereby incorporated herein as substantive provisions of this Easement Agreement.

2. The Customer hereby grants, conveys, warrants, and dedicates to the Commission, its successors and assigns, a perpetual easement to construct, furnish, install, own, operate, maintain, test, inspect, remove, repair, and replace the Metering Station at, in, under, and upon the Metering Station Easement Premises, together with all reasonable rights of ingress and egress along or across any adjoining lands of, or under the jurisdiction and control of, the Customer. The Customer hereby further grants, conveys, warrants, and dedicates to the Commission, its successors and assigns, a perpetual access easement upon, along, and across the real property legally described in Exhibit 3 attached hereto and by this reference incorporated herein and made a part hereof (the "Access Easement Premises").

3. The Metering Station shall be not located, constructed, or maintained in any manner not in substantial conformity with Exhibit 2 without the express consent of the Customer, which consent shall not be unreasonably withheld.

4. The Customer hereby further grants to the Commission a temporary construction easement for the installation of the Metering Station upon, along, and across the real property legally described in Exhibit 4 attached hereto and by this reference incorporated herein and made a part hereof (the "Subject Property"). Said temporary construction easement shall be used by the Commission only during periods of actual installation activity and for any necessary restoration of the Metering Station Easement Premises.

5. The Commission shall exercise the easement rights hereby granted with due care, and shall not unreasonably interfere with, damage, or harm any Customer property located upon the Subject Property.

6. After construction of the Metering Station, the Metering Station Easement Premises shall be restored in accordance with the drawings and specifications for the Metering Station.

7. The Customer hereby reserves the right to use the Metering Station Easement Premises, the Access Easement Premises, and its adjacent property in any manner that will not prevent or interfere in any way with the exercise by the Commission of the rights granted hereunder; provided, however, that the Customer shall not in any manner disturb, damage, destroy, injure, obstruct, or permit to be obstructed the Metering Station Easement Premises or the Access Easement Premises without the express prior

written consent of the Commission, nor shall the Customer permanently or temporarily improve, damage, or obstruct the Metering Station Easement Premises [or the Access Easement Premises] in any manner that would impair the exercise by the Commission of the rights hereby granted.

8. The Customer agrees to indemnify and defend the Commission with respect to any and all claims or damages to persons or property which may arise out of any acts or omissions of the Customer, or its agents or employees, arising out of any work on the Metering Station Easement Premises, the Access Easement Premises, and the Subject Property in conjunction with its rights pursuant to Paragraph 7 hereof. Except as otherwise provided in the Joint Facility Agreement, the Commission agrees to indemnify and defend the Customer with respect to any and all claims of damages to persons or property which may arise directly from the acts or omissions of the Commission, or its agents or employees, in performing any work on the Metering Station Easement Premises, the Access Easement Premises, and the Subject Property in conjunction with its rights pursuant to Paragraphs 2, 4, 5, and 6 hereof. The Customer shall provide to the Commission, and the Commission shall provide to the Customer, a certificate of insurance or proof of self-insurance coverage as evidence of its continuing ability to meet the obligation established in this Paragraph, and both shall maintain such coverage at all times. Notwithstanding the foregoing, the Commission shall not be required to defend, indemnify or hold harmless the Village or its employees, officers or agents for the Village's or its employees', officers' or agents' own acts or omissions, and the Village shall not be required to defend, indemnify or hold harmless the Commission or its employees, officers

or agents for the Commission's or its employees', officers' or agents' own acts or omissions. Nothing contained in this Agreement is intended to be, nor shall operate as, a waiver by Village or the Commission of the rights, defenses and immunities afforded under the Local Governmental and Governmental Employees Tort Immunity Act. The Parties' obligations under this Section shall survive the termination or expiration of this Agreement.

9. This Easement Agreement shall constitute and stand in the place of all Customer permits required by the Commission or its contractor to construct, furnish, install, own, operate, maintain, test, inspect, repair, remove, or replace the Metering Station at, in, under, and upon the Metering Station Easement Premises, and the Customer hereby agrees to execute any and all additional documents, approvals, waivers, or consents, if any, that may be reasonably necessary for the Commission to secure any permits required from any county, state, or federal agency for or in connection with constructing, furnishing, installing, owning, operating, maintaining, testing, inspecting, repairing, removing, or replacing the Metering Station.

10. In the event that the Customer Contract is terminated without renewal with respect to the Customer, the Commission shall, within 90 days execute and deliver to the Customer an appropriate document evidencing the termination of this Easement Agreement and releasing the easement rights hereby granted. The Commission may, within said 90 day period, in its own discretion, and at the Customer's expense, remove the Metering Station from the Metering Station Easement Premises. If the Commission

fails to remove the Metering Station, as aforesaid, the Customer may take title to the Metering Station.

11. All rights, title, and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective grantees, successors, assigns, and legal representatives.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their proper representatives duly authorized to execute the same.

DUPAGE WATER COMMISSION

ATTEST:

_____

By: _____
General Manager

VILLAGE OF LOMBARD

ATTEST:

_____
Village Clerk

By: _____
Village President

EXHIBIT 1

LEGAL DESCRIPTION OF THE METERING STATION EASEMENT PREMISES

[TO BE SUPPLIED BY LOMBARD]

EXHIBIT 2

PLANS FOR THE LOCATION OF THE METERING STATION

[TO BE SUPPLIED BY THE COMMISSION]

EXHIBIT 3

LEGAL DESCRIPTION OF THE ACCESS EASEMENT PREMISES

[TO BE SUPPLIED BY LOMBARD]

EXHIBIT 4

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

[TO BE SUPPLIED BY LOMBARD]

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the General Manager of the DuPage Water Commission, and 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 he signed, sealed, and delivered said instrument as his free and voluntary act, and as the free and voluntary act of said Commission, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 202_.

_____
Notary Public

My Commission Expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the Village Manager of the Village of Lombard, a municipal corporation, and _____, personally known to me to be the Village Clerk of said Village, and personally known to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered said instrument as their free and voluntary act, and as the free and voluntary act of said Village, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 202_.

_____
Notary Public

My Commission Expires: _____

EXHIBIT D

GRANT OF INGRESS, EGRESS AND WATER MAIN EASEMENTS

(attached)

Resolution #: R-66-25

Account: 01-80-852010

Approvals: *Author / Manager / Finance / Admin*

JL JML CAP PDM

REQUEST FOR BOARD ACTION

Date: 8/14/2025

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

Agenda Section: Engineering & Construction

Originating Department: Engineering

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

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

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

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

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

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

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

Recommended Motion:

To adopt Resolution R-66-25.

DuPAGE WATER COMMISSION

RESOLUTION NO. R-66-25

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

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

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

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

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

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

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

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

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

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

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

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

ADOPTED THIS _____ DAY OF _____, 2025.

_____
James F. Zay, Chairman

ATTEST:

_____
Danna Mundall, Clerk
Board/Resolutions/2025/R-66-25.docx

EXHIBIT A

DuPage Water Commission

Contract for the Construction of:

West Transmission Main Along Book Road

From 75th Street to ComEd R.O.W.

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





VOLUME I

CONTRACT DOCUMENTS

DuPAGE WATER COMMISSION

CONTRACT FOR THE CONSTRUCTION OF

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

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

CONTRACT AGREEMENT BETWEEN

DuPAGE WATER COMMISSION

AND

D. CONSTRUCTION, INC. &

BENCHMARK CONSTRUCTION CO., INC.

FOR THE CONSTRUCTION OF

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

CONTRACT AGREEMENT BETWEEN

DuPAGE WATER COMMISSION

AND

D. CONSTRUCTION, INC. &

BENCHMARK CONSTRUCTION CO., INC.

FOR THE CONSTRUCTION OF

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

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CONTRACT AGREEMENT BETWEEN

DuPAGE WATER COMMISSION

AND

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

FOR THE CONSTRUCTION OF

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

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

W I T N E S S E T H:

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

ARTICLE I
THE WORK

1.1 Performance of the Work

Contractor shall, at its sole cost and expense:

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

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

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

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

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

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

1.2 Contract Documents

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

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

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

1.3 Interpretation of Contract Documents

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II
CONTRACT TIME

2.1 Commencement Date

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

2.2 Completion Date

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

2.3 Time of the Essence

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

ARTICLE III
CONTRACTOR'S WARRANTIES AND REPRESENTATIONS

3.1 Warranties and Representations

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.2 Affirmation of Other Warranties and Representations

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

ARTICLE IV
FINANCIAL ASSURANCES

4.1 Bonds

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

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

4.2 Insurance

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

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

4.3 Indemnification

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

1. Any delays or interference or damage to other contractors; and

2. Labor, equipment, materials, or supplies furnished under this Contract, including all liens or notices of liens on account thereof or Contractor's failure to remove or discharge same; and

3. Contractor's failure to obtain any required permits, licenses, approvals, or authorizations; and

4. Bodily injury, sickness, disease, or death sustained by any Person or Persons or injury or damage to, or loss or destruction of, any property; and

5. Any act or omission of Contractor or any of its Subcontractors or Suppliers, including but not limited to any failure to fulfill the terms of, or comply with, any Laws or to pay any taxes, contributions, or premiums; and

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

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

4.4 Penalties

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

ARTICLE V
CONTRACT PRICE AND PAYMENT

5.1 Contract Price

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

5.2 Acceptance as Full Payment and Satisfaction

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

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

5.3 Method of Payment

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

ARTICLE VI
LEGAL RELATIONSHIPS AND REQUIREMENTS

6.1 Binding Effect

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

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

6.2 Relationship of the Parties

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

6.3 Assignment

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

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

6.4 Confidential Information

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

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

6.5 Publicity

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

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

1. Use the likeness and/or voice of such personnel in photographs, time-lapse photography, film, video, digital recordings, and other media in any magazine, trade paper, newspaper, or other medium, whether now known or hereafter existing, including newsletters, brochures, viewbooks, movies, tapes, diskettes, promotional items, and websites, without prior approval or inspection, without payment, compensation, or any other consideration, including royalties, and without liability; and

2. Use, edit, alter, copy, exhibit, publish, broadcast, distribute, and otherwise reproduce, modify, and display such likenesses and/or voices, in whole or in part, for purposes of publicizing Owner's activities and for any other lawful purpose in any manner, media, and medium.

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

6.6 No Waivers

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

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

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

6.7 No Third Party Beneficiaries

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

6.8 Notices

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

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

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

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

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

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

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

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

6.9 Governing Laws; Venue; Attorney's Fees

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

6.10 Changes in Laws

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

6.11 Compliance with Laws and Grants

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

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

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

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

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

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

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

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

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

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

6.12 Compliance with Patents

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

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

6.13 Severability

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

6.14 Entire Agreement

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

6.15 Amendments

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

6.16 Counterparts

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

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

Attest/Witness: **DuPAGE WATER COMMISSION**

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

Title: _____ Title: General Manager

Attest/Witness:

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

By: _____ By: _____

Mark Atkins Jr.
Benchmark Construction Co., Inc.

Title: _____ Title: _____

Attest/Witness:

By: _____ By: _____

Kenneth Sandeno
D. Construction, Inc.

Title: _____ Title: _____

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

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

CONTRACTOR'S CERTIFICATION

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

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

DATED this _ day of 20___.

Attest/Witness:

By: _____ By: _____
Mark Atkins Jr.
Benchmark Construction Co., Inc.

Title: _____ Title: _____

Attest/Witness:

By: _____ By: _____
Kenneth Sandeno
D. Construction, Inc.

Title: _____ Title: _____

Subscribed and Sworn to
before me this ____ day
of _____, 20___.

My Commission Expires: _____

_____ [SEAL]
Notary Public

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

DuPAGE WATER COMMISSION

CONTRACT FOR THE CONSTRUCTION OF

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

SCHEDULE OF PRICES

00 42 22 BID FORM

PART 1 - GENERAL

1.01 SUMMARY

A. See Special Instructions to Bidders.

TW-6/25 SECTION 1					
No.	**Description**	**Unit**	**Estimated Quantity**	**Bid Unit Price**	**Bid Price**
ALTERNATES TABLE					
A1	54-INCH STEEL WATER MAIN BY OPEN-CUT	LF	14,840	1,405.00	20,850,200.00
A2	54-INCH STEEL WATER MAIN BY TRENCHLESS CONSTRUCTION	LF	1,400	17,623.00	24,672,200.00
A3	ALTERNATE A SUBTOTAL (A1 + A2)				45,522,400.00
B1	54-INCH PCCP WATER MAIN BY OPEN-CUT	LF	14,840	1,281.75	19,021,170.00
B2	54-INCH STEEL WATER MAIN BY TRENCHLESS CONSTRUCTION	LF	1,400	17,500.00	24,500,000.00
B3	ALTERNATE B SUBTOTAL (B1 + B2)				43,521,170.00
C1	48-INCH STEEL WATER MAIN BY OPEN-CUT	LF	14,840	1,387.00	20,583,080.00
C2	48-INCH STEEL WATER MAIN BY TRENCHLESS CONSTRUCTION	LF	1,400	17,605.00	24,647,000.00
C3	ALTERNATE C SUBTOTAL (C1 + C2)				45,230,080.00
D1	48-INCH PCCP WATER MAIN BY OPEN-CUT	LF	14,840	1,227.00	18,208,680.00
D2	48-INCH STEEL WATER MAIN BY TRENCHLESS CONSTRUCTION	LF	1,400	17,445.00	24,423,000.00
D3	ALTERNATE D SUBTOTAL (D1 + D2)				42,631,680.00
BASE BID TABLE					
1	MOBILIZATION	LS	1	3,900,000.00	3,900,000.00
2	TEMPORARY FIELD OFFICE	MNTH	18	8,000.00	144,000.00
3	16-INCH BUTTERFLY VALVE IN VAULT	EA			

TW-6/25 SECTION 1					
No.	**Description**	**Unit**	**Estimated Quantity**	**Bid Unit Price**	**Bid Price**
4	20-INCH BUTTERFLY VALVE IN VAULT	EA			
5	24-INCH BUTTERFLY VALVE IN VAULT	EA			
6	24-INCH REMOTE OPERATED BUTTERFLY VALVE WITH VAULT	EA			
7	30-INCH BUTTERFLY VALVE WITH ACTUATOR MANHOLE	EA			
8	36-INCH BUTTERFLY VALVE WITH ACTUATOR MANHOLE	EA			
9	36-INCH REMOTE OPERATED BUTTERFLY VALVE WITH VAULT	EA			
10	48-INCH BUTTERFLY VALVE WITH ACTUATOR MANHOLE (75TH STREET – STA 25+00) (OWNER-FURNISHED VALVE)	LS	1	1,000,000.00	1,000,000.00
11	48-INCH BUTTERFLY VALVE WITH ACTUATOR MANHOLE (75TH STREET – STA 29+25) (OWNER-FURNISHED VALVE)	LS	1	900,000.00	900,000.00
12	48-INCH BUTTERFLY VALVE WITH ACTUATOR MANHOLE AND DISINFECTION BYPASS ASSEMBLY (BOOK ROAD) (OWNER-FURNISHED VALVE)	LS	1	500,000.00	500,000.00
13	54-INCH BUTTERFLY VALVE WITH ACTUATOR MANHOLE (OWNER-FURNISHED VALVE)	EA	2	400,000.00	800,000.00
14	54-INCH REMOTE OPERATED BUTTERFLY VALVE WITH VAULT (OWNER-FURNISHED VALVE)	EA	1	450,000.00	450,000.00
15	54-INCH BUTTERFLY VALVE WITH ACTUATOR MANHOLE	EA			
16	54-INCH REMOTE OPERATED BUTTERFLY VALVE WITH VAULT	EA			
17	AIR RELEASE VALVE MANHOLE (24-INCH DIA. AND SMALLER PIPE)	EA			
18	AIR RELEASE AND ACCESS MANHOLE (TYPE 1)	EA	5	60,000.00	300,000.00

TW-6/25 SECTION 1					
No.	**Description**	**Unit**	**Estimated Quantity**	**Bid Unit Price**	**Bid Price**
19	AIR RELEASE AND ACCESS MANHOLE (TYPE 2)	EA	9	75,000.00	675,000.00
20	BLOW-OFF VALVE WITH MANHOLE (30-INCH DIA. AND SMALLER PIPE)	EA			
21	BLOW-OFF VALVE WITH MANHOLE (36-INCH DIA. AND LARGER PIPE)	EA	5	85,000.00	425,000.00
22	16-INCH DUCTILE IRON WATER MAIN BY OPEN-CUT	LF			
23	16-INCH DUCTILE IRON WATER MAIN BY TRENCHLESS CONSTRUCTION	LF			
24	20-INCH DUCTILE IRON WATER MAIN BY OPEN-CUT	LF			
25	20-INCH DUCTILE IRON WATER MAIN BY TRENCHLESS CONSTRUCTION	LF			
26	24-INCH DUCTILE IRON WATER MAIN BY OPEN-CUT	LF			
27	24-INCH DUCTILE IRON WATER MAIN BY TRENCHLESS CONSTRUCTION	LF			
28	30-INCH DUCTILE IRON WATER MAIN BY OPEN-CUT	LF			
29	36-INCH DUCTILE IRON WATER MAIN BY OPEN-CUT	LF			
30	36-INCH DUCTILE IRON WATER MAIN BY TRENCHLESS CONSTRUCTION	LF			
31	36-INCH PCCP WATER MAIN BY OPEN-CUT	LF			
32	36-INCH PCCP WATER MAIN BY TRENCHLESS CONSTRUCTION	LF			
33	36-INCH STEEL WATER MAIN BY OPEN-CUT	LF			
34	36-INCH STEEL WATER MAIN BY TRENCHLESS CONSTRUCTION	LF			
35	48-INCH PCCP WATER MAIN BY OPEN-CUT	LF			

TW-6/25 SECTION 1					
No.	**Description**	**Unit**	**Estimated Quantity**	**Bid Unit Price**	**Bid Price**
36	48-INCH PCCP WATER MAIN BY TRENCHLESS CONSTRUCTION	LF			
37	48-INCH STEEL WATER MAIN BY OPEN-CUT	LF			
38	48-INCH STEEL WATER MAIN BY TRENCHLESS CONSTRUCTION	LF			
39	48-INCH STEEL WATER MAIN BY OPEN-CUT (BOOK ROAD STA 752+60.00 TO 756+64.30)	LF	430	1,000.00	430,000.00
40	48-INCH STEEL WATER MAIN BY TRENCHLESS CONSTRUCTION (BOOK ROAD STA 756+64.30 TO 758+52.24)	LF	188	15,000.00	2,820,000.00
41	54-INCH PCCP WATER MAIN BY OPEN-CUT	LF			
42	54-INCH PCCP WATER MAIN BY TRENCHLESS CONSTRUCTION	LF			
43	54-INCH STEEL WATER MAIN BY OPEN-CUT	LF			
44	54-INCH STEEL WATER MAIN BY TRENCHLESS CONSTRUCTION	LF			
45	60-INCH STEEL WATER MAIN BY OPEN-CUT	LF			
46	60-INCH STEEL WATER MAIN BY TRENCHLESS CONSTRUCTION	LF			
47	75TH STREET CONNECTION TO EXISTING DWC 48-INCH PCCP (STA 25+00)	LS	1	1,000,000.00	1,000,000.00
48	75TH STREET CONNECTION TO EXISTING DWC 48-INCH PCCP (STA 26+22)	LS	1	1,500,000.00	1,500,000.00
49	75TH STREET CONNECTION TO EXISTING DWC 48-INCH PCCP (STA 29+25)	LS	1	1,000,000.00	1,000,000.00
50	30-INCH STUB FOR FUTURE CONNECTION	LS	1	100,000.00	100,000.00
51	REMOVE 36-INCH TEST PLUG AND CONNECT TO 36-INCH WATER MAIN (ADJACENT CONTRACT)	EA			

TW-6/25 SECTION 1					
No.	**Description**	**Unit**	**Estimated Quantity**	**Bid Unit Price**	**Bid Price**
52	REMOVE 54-INCH TEST PLUG AND CONNECT TO 54-INCH WATER MAIN (ADJACENT CONTRACT)	EA	1	50,000.00	50,000.00
53	TRENCH BACKFILL (SELECT MATERIAL)	CY	39,240	1.00	39,240.00
54	TRENCH BACKFILL (NATIVE MATERIAL)	CY			
55	CATHODIC PROTECTION SYSTEM	LS	1	300,000.00	300,000.00
56	EARTH EXCAVATION	CY	4,210	30.00	126,300.00
57	AGGREGATE BASE COURSE, TYPE B 2-INCH	SY	760	8.00	6,080.00
58	AGGREGATE BASE COURSE, TYPE B 4-INCH	SY	70	10.00	700.00
59	AGGREGATE BASE COURSE, TYPE B 6-INCH	SY	25,100	10.00	251,000.00
60	PORTLAND CEMENT CONCRETE BASE COURSE, 8-INCH	SY			
61	BITUMINOUS MATERIALS (PRIME COAT)	LB	53,000	0.01	530.00
62	BITUMINOUS MATERIALS (TACK COAT)	LB	25,220	0.01	252.20
63	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	13,590	76.00	1,032,840.00
64	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N70	TON			
65	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX D, N50	TON	6,470	80.00	517,600.00
66	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX D, N70	TON			
67	HOT-MIX ASPHALT PAVEMENT (FULL-DEPTH), 8-INCH	SY			
68	HOT-MIX ASPHALT PAVEMENT (FULL-DEPTH), 12-INCH	SY			
69	PORTLAND CEMENT CONCRETE PAVEMENT, 12-INCH	SY			

TW-6/25 SECTION 1					
No.	**Description**	**Unit**	**Estimated Quantity**	**Bid Unit Price**	**Bid Price**
70	PROTECTIVE COAT	SY			
71	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6-INCH	SY			
72	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8-INCH	SY	70	100.00	7,000.00
73	PORTLAND CEMENT CONCRETE SIDEWALK, 5-INCH	SF			
74	PORTLAND CEMENT CONCRETE SIDEWALK, 6-INCH	SF	6,720	14.00	94,080.00
75	DETECTABLE WARNINGS	SF	400	40.00	16,000.00
76	PAVEMENT REMOVAL	SY	24,290	16.00	388,640.00
77	HOT-MIX ASPHALT SURFACE REMOVAL, 1 1/2-INCH	SY			
78	HOT-MIX ASPHALT SURFACE REMOVAL, 1 3/4-INCH	SY	32,470	2.15	69,810.50
79	DRIVEWAY PAVEMENT REMOVAL	SY	430	16.00	6,880.00
80	COMBINATION CURB AND GUTTER REMOVAL	LF	3,630	10.00	36,300.00
81	SIDEWALK REMOVAL	SF	6,590	3.00	19,770.00
82	MEDIAN REMOVAL	SF			
83	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	LF	3,630	28.00	101,640.00
84	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.18	LF			
85	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24	LF			
86	COMBINATION CONCRETE CURB AND GUTTER, TYPE M-4.12	LF			
87	CONCRETE MEDIAN, TYPE SB-6.18	SF			

TW-6/25 SECTION 1					
No.	**Description**	**Unit**	**Estimated Quantity**	**Bid Unit Price**	**Bid Price**
88	STEEL PLATE BEAM GUARDRAIL, TYPE A, 6-FOOT POSTS	LF	50	48.00	2,400.00
89	LONG-SPAN GUARDRAIL OVER CULVERT, 12-FOOT 6-INCH SPAN	LF	30	65.00	1,950.00
90	TRAFFIC BARRIER TERMINAL, TYPE 1B	EA	2	2,300.00	4,600.00
91	TRAFFIC BARRIER TERMINAL, TYPE 2	EA	2	1,700.00	3,400.00
92	GUARDRAIL REMOVAL	LF	160	7.00	1,120.00
93	PAVEMENT MARKING BLACKOUT TAPE, 6-INCH	LF	1,220	4.00	4,880.00
94	CHANGEABLE MESSAGE SIGN	CAL DAY	2,920	25.00	73,000.00
95	SHORT TERM PAVEMENT MARKING	LF	9,190	2.00	18,380.00
96	SHORT TERM PAVEMENT MARKING REMOVAL	SF	3,610	3.00	10,830.00
97	TEMPORARY PAVEMENT MARKING LETTERS AND SYMBOLS – PAINT	SF	190	3.00	570.00
98	TEMPORARY PAVEMENT MARKING – LINE 4-INCH – PAINT	LF	23,150	0.50	11,575.00
99	TEMPORARY PAVEMENT MARKING – LINE 6-INCH – PAINT	LF			
100	TEMPORARY PAVEMENT MARKING – LINE 24-INCH – PAINT	LF	100	3.00	300.00
101	TEMPORARY PAVEMENT MARKING – LINE 4-INCH – TYPE IV TAPE	LF	6,230	3.00	18,690.00
102	TEMPORARY PAVEMENT MARKING – LINE 6-INCH – TYPE IV TAPE	LF			
103	TEMPORARY CONCRETE BARRIER	LF	2,170	30.00	65,100.00
104	IMPACT ATTENUATORS, TEMPORARY (FULLY REDIRECTIVE, NARROW), TEST LEVEL 2	EA	4	6,500.00	26,000.00

TW-6/25 SECTION 1					
No.	**Description**	**Unit**	**Estimated Quantity**	**Bid Unit Price**	**Bid Price**
105	RELOCATE SIGN PANEL ASSEMBLY – TYPE A	EA	21	255.00	5,355.00
106	THERMOPLASTIC PAVEMENT MARKING – LETTERS AND SYMBOLS	SF	1,040	6.00	6,240.00
107	THERMOPLASTIC PAVEMENT MARKING – LINE 4-INCH	LF	64,350	1.00	64,350.00
108	THERMOPLASTIC PAVEMENT MARKING – LINE 6-INCH	LF	4,910	1.50	7,365.00
109	THERMOPLASTIC PAVEMENT MARKING – LINE 12-INCH	LF	2,460	3.50	8,610.00
110	THERMOPLASTIC PAVEMENT MARKING – LINE 24-INCH	LF	300	7.00	2,100.00
111	PAVEMENT MARKING REMOVAL – GRINDING	SF	16,010	1.00	16,010.00
112	UNDERGROUND CONDUIT, GALVANIZED STEEL, 2-INCH DIA.	LF	1,380	28.00	38,640.00
113	HANDHOLE	EA	3	2,600.00	7,800.00
114	MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION	EA	6	2,900.00	17,400.00
115	ELECTRIC CABLE IN CONDUIT, LEAD-IN, NO. 14, ONE PAIR	LF	820	2.00	1,640.00
116	DRILL EXISTING HANDHOLE	EA	2	482.00	964.00
117	DETECTOR LOOP, TYPE I	LF	320	74.00	23,680.00
118	DETECTOR LOOP REPLACEMENT	LF	1,770	55.00	97,350.00
119	TEMPORARY TRAFFIC SIGNAL INSTALLATION	EA	5	20,000.00	100,000.00
120	MODIFY EXISTING CONTROLLER	EA	6	2,500.00	15,000.00
121	REBUILD EXISTING HANDHOLE	EA			
122	REMOVE EXISTING HANDHOLE	EA	3	660.00	1,980.00
123	CLASS D PATCHES, 12-INCH	SY	1,630	130.00	211,900.00

TW-6/25 SECTION 1					
No.	**Description**	**Unit**	**Estimated Quantity**	**Bid Unit Price**	**Bid Price**
124	BIKE PATH REMOVAL	SY			
125	MAILBOX REMOVE AND REPLACE	EA	2	500.00	1,000.00
126	FENCE REMOVAL AND REINSTALLATION	LF			
127	TEMPORARY ACCESS (PRIVATE ENTRANCE)	EA	12	500.00	6,000.00
128	TEMPORARY ACCESS (COMMERCIAL ENTRANCE)	EA	2	1,000.00	2,000.00
129	TEMPORARY ACCESS (ROAD)	EA	10	1,000.00	10,000.00
130	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	LS	1	189,135.30	189,135.30
131	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 4-INCH	SY	330	36.00	11,880.00
132	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 10-INCH	SY			
133	DRAINAGE AND UTILITY STRUCTURES TO BE ADJUSTED	EA	10	1,000.00	10,000.00
134	DRAINAGE AND UTILITY STRUCTURES TO BE RECONSTRUCTED	EA	1	5,000.00	5,000.00
135	TEMPORARY INFORMATION SIGNING	SF	160	25.00	4,000.00
136	TEMPORARY PAVEMENT	SY	740	43.00	31,820.00
137	TEMPORARY TRAFFIC SIGNAL TIMING	EA	27	650.00	17,550.00
138	HOT-MIX ASPHALT SURFACE REMOVAL – BUTT JOINT	SY	740	1.00	740.00
139	TELESCOPING STEEL SIGN SUPPORT	LF	25	25.00	625.00
140	METAL POST – TYPE A	LF	25	25.00	625.00
141	EROSION CONTROL SEEDING, LAWN MIXTURE (CLASS 1)	LB	830	30.00	24,900.00
142	EROSION CONTROL SEEDING, ROADSIDE MIXTURE (CLASS 2)	LB	660	28.00	18,480.00

TW-6/25 SECTION 1					
No.	**Description**	**Unit**	**Estimated Quantity**	**Bid Unit Price**	**Bid Price**
143	EROSION CONTROL SEEDING – PASTURE MIXTURE	LB			
144	EROSION CONTROL SEEDING – SPORTS TURF MIXTURE	LB			
145	HIGH VISIBILITY SAFETY FENCE	LF	30,100	6.00	180,600.00
146	TREE AND SHRUBBERY PROTECTION	EA	130	500.00	65,000.00
147	TREE REMOVAL (6- TO 15-UNIT DIAMETER)	EA			
148	TREE REMOVAL (OVER 15-UNIT DIAMETER)	EA			
149	TREE REMOVAL (AREA)	AC			
150	DUAL FENCE BARRIER (HIGH-VISIBILITY GEOTEXTILE OUTER FENCE)	LF	3,830	10.00	38,300.00
151	SILT FENCE	LF	11,000	6.00	66,000.00
152	INLET PROTECTION, CURB	EA	15	300.00	4,500.00
153	INLET PROTECTION, AREA	EA	40	300.00	12,000.00
154	ROLLED EROSION CONTROL PRODUCTS	LF			
155	UTILITY RELOCATION/IMPROVEMENT	EA			
156	REMOVE AND REPLACE COMMUNICATIONS LINE	LF			
157	LIGHT POLE RELOCATION	EA			
158	WATER MAIN RELOCATION	LS			
159	REMOVE AND REPLACE 2-INCH GAS MAIN	LF			
160	REMOVE AND REPLACE 4-INCH GAS MAIN	LF			
161	REMOVE AND REPLACE 6-INCH GAS MAIN	LF			
162	REMOVE AND REPLACE 6-INCH SANITARY SEWER (WITH AWWA C900 DR 25 PVC PIPE)	LF			
163	REMOVE AND REPLACE 8-INCH SANITARY SEWER (WITH AWWA C900 DR 25 PVC PIPE)	LF	130	359.00	46,670.00

TW-6/25 SECTION 1					
No.	**Description**	**Unit**	**Estimated Quantity**	**Bid Unit Price**	**Bid Price**
164	REMOVE AND REPLACE 12-INCH SANITARY SEWER (WITH AWWA C900 DR 25 PVC PIPE)	LF			
165	REMOVE AND REPLACE 15-INCH SANITARY SEWER (WITH AWWA C900 DR 25 PVC PIPE)	LF			
166	REMOVE AND REPLACE 16-INCH SANITARY SEWER (WITH AWWA C900 DR 25 PVC PIPE)	LF			
167	REMOVE AND REPLACE 18-INCH SANITARY SEWER (WITH AWWA C900 DR 25 PVC PIPE)	LF			
168	REMOVE AND REPLACE 24-INCH SANITARY SEWER (WITH AWWA C900 DR 25 PVC PIPE)	LF			
169	REMOVE AND REPLACE 12-INCH FES	EA			
170	REMOVE AND REPLACE 15-INCH FES	EA			
171	REMOVE AND REPLACE 18-INCH FES	EA	1	25,800.00	25,800.00
172	REMOVE AND REPLACE 24-INCH FES	EA			
173	REPLACE 4-INCH STORM SEWER (WITH AWWA C900 DR 25 PVC PIPE)	LF			
174	REPLACE 6-INCH STORM SEWER (WITH AWWA C900 DR 25 PVC PIPE)	LF			
175	REPLACE 8-INCH STORM SEWER (WITH AWWA C900 DR 25 PVC PIPE)	LF			
176	REPLACE 10-INCH STORM SEWER (WITH AWWA C900 DR 25 PVC PIPE)	LF	240	225.00	54,000.00
177	REPLACE 12-INCH STORM SEWER (WITH AWWA C900 DR 25 PVC PIPE)	LF	630	255.00	160,650.00
178	REPLACE 15-INCH STORM SEWER (WITH AWWA C900 DR 25 PVC PIPE)	LF	191	281.00	53,671.00
179	REPLACE 16-INCH STORM SEWER (WITH AWWA C900 DR 25 PVC PIPE)	LF			
180	REPLACE 18-INCH STORM SEWER (WITH AWWA C900 DR 25 PVC PIPE)	LF	260	296.00	76,960.00

TW-6/25 SECTION 1					
No.	**Description**	**Unit**	**Estimated Quantity**	**Bid Unit Price**	**Bid Price**
181	REPLACE 20-INCH STORM SEWER (WITH AWWA C900 DR 25 PVC PIPE)	LF			
182	REPLACE 24-INCH STORM SEWER (WITH AWWA C900 DR 25 PVC PIPE)	LF	270	385.00	103,950.00
183	REPLACE 30-INCH STORM SEWER (WITH AWWA C900 DR 25 PVC PIPE)	LF			
184	REPLACE 36-INCH STORM SEWER (WITH AWWA C900 DR 25 PVC PIPE)	LF			
185	REPLACE 42-INCH STORM SEWER (WITH AWWA C900 DR 25 PVC PIPE)	LF			
186	REMOVE AND REPLACE HEADWALL OF 36-INCH RCP CULVERT	LS			
187	REMOVE AND REPLACE 12-INCH STORM CULVERT WITH 12-INCH CMP CULVERT	LF			
188	REMOVE AND REPLACE 15-INCH STORM CULVERT WITH 15-INCH CMP CULVERT	LF			
189	REMOVE AND REPLACE 24-INCH STORM CULVERT WITH 24-INCH CMP CULVERT	LF			
190	REMOVE AND REPLACE 30-INCH STORM CULVERT WITH 30-INCH CMP CULVERT	LF	60	385.00	23,100.00
191	REMOVE AND REPLACE 48-INCH BY 48-INCH REINFORCED CONCRETE BOX CULVERT	LF			
192	REMOVE AND REPLACE HEADWALL OF 65-INCH BY 65-INCH BOX CULVERT	LS			
193	REMOVE AND REPLACE CATCH BASIN	EA	21	7,000.00	147,000.00
194	REMOVE AND REPLACE STORM MANHOLE	EA			
195	REMOVE AND REPLACE INLET	EA	1	7,000.00	7,000.00
196	CONNECTION TO EXISTING SEWER STRUCTURE	EA	42	1,200.00	50,400.00
197	REMOVE AND REPLACE DUAL STORM CULVERTS 36-INCH AND HEADWALLS	LS	1	104,000.00	104,000.00

TW-6/25 SECTION 1					
No.	**Description**	**Unit**	**Estimated Quantity**	**Bid Unit Price**	**Bid Price**
198	CROSSING EXISTING 58-INCH BY 91-INCH ELLIPTICAL CONCRETE PIPE (BOOK ROAD)	LS	1	182,000.00	182,000.00
199	STEEL SHEET PILING COFFERDAM	SF			
200	STRUCTURAL LINER FOR WATER MAIN	LF			
201	STRUCTURAL LINER FOR SEWERS	LF			
202	MS 31A METERING STATION (MONTGOMERY 1)	LS			
203	MS 31B METERING STATION (MONTGOMERY 2)	LS			
204	MS 32A METERING STATION (OSWEGO 1)	LS			
205	MS 32B METERING STATION (OSWEGO 2)	LS			
206	MS 32C METERING STATION (OSWEGO 3)	LS			
207	MS 33A METERING STATION (YORKVILLE 1)	LS			
208	MS 33B METERING STATION (YORKVILLE 2)	LS			
209	CHEMICAL FEED BUILDING	LS			
210	VERTICAL DROP STRUCTURES (STA 619+71 AND STA 623+24)	LS	1	460,000.00	460,000.00
211	VERTICAL DROP STRUCTURES (STA 677+21 AND STA 679+55)	LS	1	460,000.00	460,000.00
212	VERTICAL DROP STRUCTURES (STA 700+39 AND STA 708+30)	LS	1	460,000.00	460,000.00
213	VERTICAL DROP STRUCTURES (STA 724+89 AND STA 726+79)	LS	1	460,000.00	460,000.00
IND1	EXPLORATORY EXCAVATION	CF	1,000	50.00	50,000.00
IND2	EXPLORATORY EXCAVATION, VACUUM	EA	12	1,886.00	22,632.00

TW-6/25 SECTION 1					
No.	**Description**	**Unit**	**Estimated Quantity**	**Bid Unit Price**	**Bid Price**
IND3	ADJUST WATER SERVICE LINE	LF	100	254.00	25,400.00
IND4	ADJUST SEWER SERVICE LINE	LF	100	506.00	50,600.00
IND5	REMOVE AND REPLACE DRAIN TILE	LS			
ALL1	ALLOWANCE: CITY OF NAPERVILLE DPU-E ELECTRIC SERVICES	LS	1	$25,000	$25,000
BB1	BASE BID SUBTOTAL (SUM OF BID PRICE FOR ITEMS 1–213 + IND 1–5 + ALL1)		$23,626,830.00		

Steel Pipe Manufacturer: Northwest

PCCP Manufacturer: Thompson Pipe Group Pressure

TOTAL BID PRICE TABLE
ALTERNATE A (54-INCH STEEL) TOTAL BID PRICE (A3 + BB1)
TOTAL BID PRICE ($ Figures)
69,149,230.00
TOTAL BID PRICE (Words)
Sixty-nine million, one hundred forty-nine thousand, two hundred thirty dollars and zero cents
ALTERNATE B (54-INCH PCCP) TOTAL BID PRICE (B3 + BB1)
TOTAL BID PRICE ($ Figures)
67,148,000.00
TOTAL BID PRICE (Words)
Sixty seven million, one hundred forty-eight thousand dollars and zero cents
ALTERNATE C (48-INCH STEEL) TOTAL BID PRICE (C3 + BB1)
TOTAL BID PRICE ($ Figures)
68,856,910.00
TOTAL BID PRICE (Words)
Sixty eight million, eight hundred fifty six thousand, nine hundred and ten dollars and zero cents
ALTERNATE D (48-INCH PCCP) TOTAL BID PRICE (D3 + BB1)
TOTAL BID PRICE ($ Figures)
66,258,510.00
TOTAL BID PRICE (Words)
Sixty-six million, two hundred fifty-eight thousand, five hundred and ten dollars and zero cents

Resolution #: R-67-25

Account: 01-80-852010

Approvals: *Author / Manager / Finance / Admin*

JL JML CAP PDM

REQUEST FOR BOARD ACTION

Date: 8/14/2025

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

Agenda Section: Engineering & Construction

Originating Department: Engineering

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

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

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

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

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

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

Recommended Motion:

To adopt Resolution R-67-25.

DuPAGE WATER COMMISSION

RESOLUTION NO. R-67-25

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

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

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

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

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

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

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

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

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

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

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

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

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

ADOPTED THIS _____ DAY OF _____, 2025.

_____
James F. Zay, Chairman

ATTEST:

_____
Danna Mundall, Clerk
Board/Resolutions/2025/R-67-25.docx

EXHIBIT A

DWC Book Rd

Revised Scope 4: Per August 11 Request

DATE: August 13, 2025
Location:

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

DWC Book Rd

Revised Scope 4: Per August 11 Request

DATE: August 13, 2025
Location:

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

DWC Book Rd

Revised Scope 4: Per August 11 Request

DATE: August 13, 2025
Location:

ITEM #	PAY ITEM DESCRIPTION	QUANTITY	UN OF MSRE		BID UNIT PRICE	TOTAL
146	Tree and Shrubbery Protection	130.00	EA		500.00	65,000.00
150	Dual Fence Barrier (Hi Vis GeoTex Outer Fence)	3,830.00	LF		10.00	38,300.00
151	Silt Fence	11,000.00	LF		6.00	66,000.00
152	Inlet Protection Curb	15.00	EA		300.00	4,500.00
153	Inlet Protection Area	40.00	EA		300.00	12,000.00
163	Rmv & Rplc 8" San SWR (w/C900 DR25 PVC)	130.00	LF		359.00	46,670.00
171	Rmv & Rplc 18" FES	1.00	EA		25,800.00	25,800.00
176	Replace 10" Storm (w/C900 DR25 PVC)	240.00	LF		225.00	54,000.00
177	Replace 12" Storm (w/C900 DR25 PVC)	630.00	LF		255.00	160,650.00
178	Replace 15" Storm (w/C900 DR25 PVC)	191.00	LF		281.00	53,671.00
180	Replace 18" Storm (w/C900 DR25 PVC)	260.00	LF		296.00	76,960.00
182	Replace 24" Storm (w/C900 DR25 PVC)	270.00	LF		385.00	103,950.00
190	Rmv & Rplc 30" Storm Clvrt w/ 30" CMP Clvrt	60.00	LF		385.00	23,100.00
193	Remove and Replace Catch Basin	21.00	EA		7,000.00	147,000.00
195	Remove and Replace Inlet	1.00	EA		7,000.00	7,000.00
196	Connection to Existing Sewer Structure	42.00	EA		1,200.00	50,400.00
197	Rmv & Rplc Dual Storm Clvrts 36" & Hdwlls	1.00	LS		104,000.00	104,000.00
198	Xing Ex 58" x 91" Elliptical Conc Pipe (Book Rd)	1.00	LS		182,000.00	182,000.00
210	**Vertical Drop Structures (Sta 619-71 - 623+24)**	**0.00**	**LS**		**460,000.00**	**0.00**
211	**Vertical Drop Structures (Sta 677+21 - 679+55)**	**0.00**	**LS**		**460,000.00**	**0.00**
212	**Vertical Drop Structures (Sta 700+39 - 708+30)**	**0.00**	**LS**		**460,000.00**	**0.00**
213	**Vertical Drop Structures (Sta 724+89 - 726+79)**	**0.00**	**LS**		**460,000.00**	**0.00**
IND1	Exploratory Excavation	1,000.00	CF		50.00	50,000.00
IND2	Exploratory Excavation, Vacuum	12.00	EA		1,886.00	22,632.00
IND3	Adjust Water Service Line	100.00	LF		254.00	25,400.00
IND4	Adjust Sewer Service Line	100.00	LF		506.00	50,600.00
ALL1	Allwnc City of Naperville DPU-E Electric Services	1.00	LS		25,000.00	25,000.00
						0.00
					BID =	47,301,059.73

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

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

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

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

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

Closed Face Tunnel (excluding microtunneling) 95th $500,000.00

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

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

DUPAGE WATER COMMISSION
CHANGE ORDER

SHEET 1 OF 3

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

CHANGE ORDER NO. 01

LOCATION: DuPage County, Illinois

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

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

DATE: 8/21/25

I. A. DESCRIPTION OF CHANGES INVOLVED:

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

B. REASON FOR CHANGE:

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

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

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

C. REVISION IN CONTRACT PRICE:
See attached for Contract price revisions.

II. CHANGE ORDER CONDITIONS:

1. The Contract Period established in the Contract, as signed or as modified by previous Change Orders, is hereby extended for 0 calendar days, maintaining the final Contract Completion Date of December 31, 2026.

2. Any Work to be performed under this Change Order shall be provided, performed, and completed in full compliance with, and as required by or pursuant to, the Contract, including any Specifications and Contract Drawings for the Work to be performed under this Change Order and for Work of the same type as the Work to be performed under this Change Order, and as specified in the preceding "Description of Changes Involved."

3. Unless otherwise provided herein, all Work included in this Change Order shall be guaranteed and warranted as set forth in, and Contractor shall not be relieved from strict compliance with, the guaranty and warranty provisions of the Contract.

4. All Work included in this Change Order shall be covered under the Bonds and the insurance coverages specified in the Contract. If the Contract Price, including this Change Order, exceeds the Contract Price set forth in the Contract, as signed, by twenty percent (20%), Contractor shall submit to Owner satisfactory evidence of such increased coverage under the Bonds if requested by Owner.

III. ADJUSTMENTS IN CONTRACT PRICE:

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

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

RECOMMENDED FOR ACCEPTANCE:

CONSULTING ENGINEERS: Lockwood, Andrews and Newnam, Inc.

By: _____ ( )
Signature of Authorized Representative Date

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

CONTRACTOR: D. Construction Inc.

By: _____ ( )
Signature of Authorized Representative Date

CONTRACTOR: Benchmark Construction Co., Inc.

By: _____ ( )
Signature of Authorized Representative Date

DUPAGE WATER COMMISSION:

By: _____ ( )
Signature of Authorized Representative Date

Resolution #: R-68-25

Account: 01-60-771000

Approvals: *Author / Manager / Finance / Admin*

MW RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 8/14/2025

Description: **A Resolution Authorizing High-Lift Pump Control Valve Repair Services from a Sole Source Provider**

Agenda Section: Engineering & Construction

Originating Department: Operations & Instrumentation

At the time of initial construction circa 1988, each of the nine DuPage Pump Station (DPPS) High-Lift Pumps (HLP) were equipped with an identical 30-inch Allis-Chalmers hydraulically operated cone style valve to develop and regulate necessary pumping discharge head pressure when initiating operator start-up command to an HLP.

Each of the nine identical cone valves has been operating since 1990 and are due for refurbishment. Previously, under R-2-24, the Board authorized the first of nine programmed cone valve refurbishments. Staff are now seeking authorization, under R-68-25, the second of nine such cone valve refurbishments at an estimated expense of $150,000. This expense is included in the approved FY-25/26 Management Budget.

Allis-Chalmers ceased valve operation in 1999 and American Cone Valve, Inc. – A/C Service and Repair, Inc. has assumed the role of being sole authorized vendor for service and repair of Allis-Chalmers Cone Valves in North America.

The costs to remove and reinsert the valves will fall under the existing Heavy Machinery and Rigging Contract with Meccon Industries, Inc.

Recommended Motion: To approve Resolution No. R-68-25

DuPAGE WATER COMMISSION

RESOLUTION NO. R-68-25

A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO PURCHASE REFURBISHMENT SERVICES FOR A HIGH-LIFT PUMP CONTROL VALVE FROM SOLE SOURCE PROVIDERS

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, American Cone Valve is the Sole Source Provider of the existing Hydraulically Activated High-Lift Pump Control Valves at the DuPage Pumping Station; and

WHEREAS, A/C Service and Repair is the Sole Source Service Provider for the existing Hydraulically Activated High-Lift Pump Control Valves at the DuPage Pumping Station; and

WHEREAS the Commission desires to purchase Refurbishment Services for the existing Hydraulically Activated High-Lift Pump Control Valves from A/C Service and Repair; and

WHEREAS, the Board of Commissioners of the DuPage Water Commission, based upon representations made by Staff, believes it is in the best interest of the Commission to authorize the General Manager to purchase Hydraulically Activated High-Lift Pump Control Valve Refurbishment Services from A/C Service and Repair;

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: That in accordance with the purchasing procedures contained in the Commission By-Laws, the General Manager is hereby granted the authority to purchase Hydraulically Activated High-Lift Pump Control Valve Refurbishment Services from A/C Service and Repair.

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-68-25docx

Date: July 26th, 2025

To: DuPage Water Commission

Reference: Sole Source Letter

To Whom It May Concern:

American Cone Valve, Inc. is manufactured in York, PA and we are the sole authorized sales and service provider for our products for the State of Illinois.

Your Contact for American Cone Valves, Inc. is:

Justin Ross
5166 Commerce Drive, York, PA 17408
Office: (717) 792-3492 Cell: (717)515-2984
justinross@acservicerepair.com

Sincerely,



Justin Ross
President
American Cone Valve, Inc.
A/C Service and Repair, Inc.

QUOTATION

A/C Service and Repair, Inc.
5166 Commerce Drive York, PA 17408
Ph.(717) 792-3492 **Fax.**(717) 792-5283

Company: DuPage Water Commission

Attention: Jason Unger/Mike Weed

Date	6/26/25
Payment	Net 30 days
Taxes	None
FOB Point	destination

Qty	Unit	A/C Part#	Description	Price Each	$ Amount
1	ea		Rebuild 30"-125 AC Rotovalve New 14" x 18" Hydraulic Cylinder	118500.00	118,500.00
1	ea		Shipping Cost	6000.00	6,000.00

Delivery Date:	TBD		
Ship Via:	Flatbed	other	
For A/C Shop Order:		shipping	
		Total	$124,500.00

Prepared by: Justin Ross justinross@acservicerepair.com

Resolution #: R-69-25

Account: 01-60-662100

Approvals: *Author / Manager / Finance / Admin*

MW RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 8/14/2025

Description: **A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-10/24.**

Agenda Section: Engineering & Construction

Originating Department: Operations & Instrumentation

The Commission entered into certain agreements dated February 15, 2024, with McWilliams Electric Co. Inc., Volt Electric Inc., and Homestead Electrical Contracting, Inc. for quick response electrical work as needed through the issuance of Work Authorization Orders. Resolution No. R-69-25 would approve the following Work Authorization Order under the QRE-10/24 Quick Response Electrical Contract.

Work Authorization Order No. 004 is to perform infrared scanning of critical electrical equipment at the DuPage Pumping Station and the Tank Site 1 Pump Station.

Staff sought four (4) proposals for the IR scanning services; three (3) of the contractors were from the existing QRE-10/24 Contract, and one non-QRE-10/24 service provider as an alternate. Of the two qualified responses received, the proposal by Volt Electric appears to be in the best interest of the Commission.

Volt Electric, Inc.	$10,304
RESA Power, LLC	$17,480
McWilliams Electric Co., Inc.	Non-Responsive
Homestead Electrical Contracting, Inc.	Non-Responsive

Staff are requesting an additional $5,000 above the base quote for any unforeseen and recommended repairs.

Recommended Motion:

Approval of Resolution R-69-25 QR-10/24 Work Authorization Order No. 004 to Volt Electric at an estimated cost of $15,304.

DuPAGE WATER COMMISSION

RESOLUTION NO. R-69-25

A RESOLUTION APPROVING AND RATIFYING CERTAIN WORK AUTHORIZATION ORDERS UNDER QUICK RESPONSE ELECTRICAL CONTRACT QRE-10/24

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

WHEREAS, the DuPage Water Commission (the "Commission") entered into certain agreements dated February 15, 2024, with McWilliams Electric Co. Inc., Volt Electric Inc., and Homestead Electrical Contracting, Inc. for quick response electrical work related to the Commission's Waterworks System (said agreements being hereinafter collectively referred to as "Contract QRE-10/24"); and

WHEREAS, Contract QRE-10/24 is designed to allow the Commission to direct one or more or all of the quick response electrical contractors to perform emergency electrical work, including without limitation electrical work that the Commission is unable to perform through its own personnel and with its own equipment, as needed through the issuance of Work Authorization Orders;

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

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

SECTION TWO: The Work Authorization Orders attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1 shall be and hereby are approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined, based upon the representations of staff, that the circumstances said to necessitate the Work Authorization Orders were not reasonably foreseeable at the time the contracts were signed, the Work Authorization Orders are germane to the original contracts as signed, and/or the Work Authorization Orders are in the best interest of the DuPage Water Commission and authorized by law.

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

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

ADOPTED THIS ___ DAY OF _____, 2025.

_____
James F. Zay, Chairman

ATTEST:

_____
Danna Mundall, Clerk
Board/Resolutions/2025/R-69-25.docx

EXHIBIT 1

QRE-10/24 Work Authorization Order No. 10.004

CONTRACT QRE-10/24: QUICK RESPONSE ELECTRICAL CONTRACT

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

PROJECT: QRE-10.004

LOCATION: DuPage Pump Station

CONTRACTOR: Volt Electric

DESCRIPTION OF WORK:

Perform Infrared Electrical Scanning and identified repairs of electrical equipment at the DuPage Pumping Station and Tank Site 1 Pump Station.

REASON FOR WORK:

Preventive maintenance of critical electrical equipment.

MINIMUM RESPONSE TIME:

1.) Non-Emergency Response:
    a. Greater than 2 hours

COMMISSION-SUPPLIED MATERIALS, EQUIPMENT AND SUPPLIES TO BE INCORPORATED INTO THE WORK: None

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

[ ] **IS** [X] **IS NOT** **PRIORITY EMERGENCY WORK**

DuPAGE WATER COMMISSION

By: _____

Signature of Authorized Representative

DATE: _____

CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:

By: _____ Safety Rep: _____

Signature of Authorized Representative Name and 24-Hr Phone No.

DATE: _____

June 23, 2025

B1204

DuPage Water Commission

Attn: Jason Unger

We hereby propose to provide the necessary labor and material to complete the following as listed. DWC IR scan at main plant located at 600 Butterfield Road, Elmhurst, IL and remote pumping station, 240 W. Central, Roselle, IL.

This price is in reference to email request dated 6/3/2025

We are pleased to submit a total base price of $10,304.00

Included

- Provide Labor and IR scanning of proposed (Approximately 138 items) electrical equipment on spreadsheet. Ref: Email sent June 3rd, 2025
- Provide all NFPA 70E compliant PPE and equipment to complete IR scan
- Provide complete electronic and printed summary of each item scanned after completion of job. This will include photos
- If necessary, any additional work required will be billed at a rate of $161.00 per hour

Excluded

- No Permit cost
- No materials and or replacement included
- Our proposal excludes any devices not shown on the bid drawings or any changes by the AHJ. This proposal and design are subject to the review of the AHJ, any changes shall be additional.

Volt Electric® is Certified WBE/CDB/FBE/IDOT/IDHR in Chicago and Illinois.
All work completed by IBEW journeymen Electricians and workmanship is warranted for 5 years
Work to be completed during normal working hours. 7am – 3:30pm, Mon – Fri.
No premium or shift time is included in this quote.
Volt Electric must be notified of hazardous conditions within work area prior to job start.
Utility, Permit and/or licensing fees not included. License will be provided including Chicago upon acceptance of proposal.

Thank You,
Fred Kala Estimator
Cell 630.878.1255
fk@voltelectricinc.com

Jason Unger
Control Room Operator
DuPage Water Commission
O: 630.834.0100

RE: **DuPage Water Commission – IR Scanning**

RESA Service, LLC. is pleased to submit this proposal to provide testing and commissioning services.

Scope of Work

RESA Service, LLC. to perform IR scanning on electrical equipment.

Scope will include the following:

Testing

- IR Scanning of all devices and equipment included in attachment to this document
- Provide onsite electrician to remove and replace panel doors during scanning, inspecting, etc.

Documentation

- Provide a detailed report of findings and recommendations

Cost

RESA 2025 testing rates:

Lead/Sr. Test Engineer	$175/hr
Lead/Sr. Test Engineer Overtime	$236/hr
Test Engineer	$160/hr
Test Engineer Overtime	$218/hr

Travel and per-diem is per IRS guidelines.

The work will be performed on a T&M basis not to exceed:

T&M (NTE) Estimate … $17,480.00

Assumptions/Exceptions

1. Any approved manpower requirements beyond the estimate (ie, increase in scope, duration, or personnel) will incur additional charges per RESA rates. Other examples include concurrent engineering conflicts, troubleshooting design/wiring problems, retesting caused by design deficiency, and construction/operation delays.

2. In the event of work cancellation, lost opportunity costs will be as follows: 10% total contract cost if cancelled more than 15 business days prior to outage start; 25% total contract cost if cancelled 10-15 business days prior to outage start, and 50% total contract cost if cancelled less than 10 business days prior to outage start.

3. Price does not include work that may extend beyond the anticipated end date

4. Rates subject to annual increase.

Schedule

The approximate timeframe for this scope of work is September 2025.

Questions and comments may be directed to the undersigned.

Sincerely,

Eric C. Soco

Eric C. Soco
RESA Service
Technical Service Manager
(219) 201-9392

2025 RESA Rates	ST	OT
Lead/Sr. Test Engineer	$175.00	$236.00
Test Engineer	$160.00	$218.00

Mobilization

	weeks	lead	tester	specialist	hrs/week	Sub-Totals
Pick-up/Drop off Equip	0.2	0	1	0	40	$1,280.00

IR scanning

weeks	lead	tester	specialist	hrs/week	Sub-Totals
1	1	1	0	40	$13,400.00

Reports

weeks	lead	tester	specialist	hrs/week	Sub-Totals
0.4	1	0	0	40	$2,800.00

Labor Cost:	**$17,480.00**
Per diem/Travel Cost:	**$0.00**
Total Cost:	**$17,480.00**

Asset	Description	IR	Class	Category	Commission Date	Production	Manufacturer	Model	Rating	Serial Number	Size	Voltage	Location	Approximate time of work (20 mins a piece of equip)
13571	POWER PANEL 480v PP1 VEHICLE ST. BLDG	x	ELECT		3/4/2010	YES	CUH	PRL 29		480 BREAKER PANEL			VEH. ST. BUILDING ELECT. RM	20
16600	Disconnect for LPE	x	ELECT	DISCONNECT	12/29/2014	YES							113-ELECT. RM	20
11969	POWER PANEL 1-1	x	ELECT	ELECTPANEL	1/23/2007	YES	GESU	AXT15SB4		AEF33020BX		480V	118-STORE RM	20
11970	POWER PANEL 1-2	x	ELECT	ELECTPANEL	1/23/2007	YES	GESU	AXSB4P		AEF3422MBX		480V	118-STORE RM	20
11971	POWER PANEL 2	x	ELECT	ELECTPANEL	1/23/2007	YES	GESU	AXSSB4				480V	WEST EFFLUENT BUILDINGNORTH WA	20
11972	POWER PANEL 3-1	x	ELECT	ELECTPANEL	1/23/2007	YES	GESU	AXT15SB4		AEF3242DBX		480V	133 - SERV. BLDG TOOL CRIB	20
11973	POWER PANEL 3-2	x	ELECT	ELECTPANEL	1/23/2007	YES	GESU	AXSSB4P3		AEF3421MBX		480V	133 - SERV. BLDG TOOL CRIB	20
11974	POWER PANEL 4	x	ELECT	ELECTPANEL	1/23/2007	YES	GESU	THLC2342DD		TCAL27		480V	120 - CL2 VESTIBULE	20
11975	POWER PANEL 5	x	ELECT	ELECTPANEL	1/23/2007	YES	GESU	AXSSB4				480V	EAST EFFLUENT BUILDING-N.WALL	20
11976	POWER PANEL 6	x	ELECT	ELECTPANEL	1/23/2007	YES	GESU	17-84444-B00		S3F18E6050ETS		480V	INFLUENT BUILDING-S. WALL	20
11977	POWER PANEL 7	x	ELECT	ELECTPANEL	1/23/2007	YES	GESU	17-84444-B00		S3F42ML225FTS		480V	72 INCH METER BUILDINGEAST WAL	20
13571	POWER PANEL 480v PP1 VEHICLE ST. BLDG	x	ELECT	ELECTPANEL	3/4/2010	YES	CUH	PRL 29		480 BREAKER PANEL		480V	VEH. ST. BUILDING ELECT. RM	20
14102	PDP1 Power Distribution Panel 1	x	ELECT	ELECTPANEL	11/5/2014	YES	IEM	N/A		077468-018		480V	B-101, GEN BLDG ELECTRICAL RM	20
14123	PDP2 Power Distribution Panel 2	x	ELECT	ELECTPANEL	11/5/2014	YES	IEM	TYPE SWBD		077468-021		480V	B-101, GEN BLDG ELECTRICAL RM	20
14137	PDP3 Power Distribution Panel 3	x	ELECT	ELECTPANEL	11/5/2014	YES	IEM	Type SWBD		077468-024		480V	B-101, GEN BLDG ELECTRICAL RM	20
14753	PDP4 Power Distribution Panel 4	x	ELECT	ELECTPANEL	11/5/2014	YES	IEM	Type SWBD		077468-027		480V	B-101, GEN BLDG ELECTRICAL RM	20
15917	Breaker 600v Power distribution panel PDP 3	x	ELECT	ELECTPANEL	11/5/2014	YES	GE	SGR B36B D0400		SGJ09522M0161		600	B-101, GEN BLDG ELECTRICAL RM	20
15918	Breaker 400A Power distribution panel PDP 4	x	ELECT	ELECTPANEL	11/5/2014	YES	GE	SGR B36B D0400		SGJ09522M0162		600	B-101, GEN BLDG ELECTRICAL RM	20
15922	Breaker 600v Power distribution panel PDP 1	x	ELECT	ELECTPANEL	11/5/2014	YES	GE	SGR B36B D0400		SGJ09522M0163		600	B-101, GEN BLDG ELECTRICAL RM	20
15923	Breaker 600v Power distribution panel PDP 2	x	ELECT	ELECTPANEL	11/5/2014	YES	GE	SGR B36B D0400		SGJ09522M0160		600	B-101, GEN BLDG ELECTRICAL RM	20
	Transformer UPS - 30kVA	x	ELECT	TRANS	6/1/2023	YES	SQUARE D	EXN30T3H					B-101, GEN BLDG ELECTRICAL RM	20
	UPS safety Switch, NEMA 1, 200A, 600V, 3 poles	x	ELECT	SWITCH	6/1/2023	YES	SQUARE D	82344				480V	B-101, GEN BLDG ELECTRICAL RM	20
	UPS sSafety Switch, NEMA 1, 100A, 600V, 3 poles	x	ELECT	SWITCH	6/1/2023	YES	SQUARE D	DT363				600V	B-101, GEN BLDG ELECTRICAL RM	20
16598	Lighting Panel LPE-1	x	ELECT	LIGHTING PANEL	12/29/2014	YES							105-MAINT SHOP	20
16599	Lighting Panel LP"DA"	x	ELECT	LIGHTING PANEL	12/29/2014	YES							113-ELECT. RM	20
11954	LIGHTING PANEL LP-A	x	ELECT	LIGHTING PANEL	1/23/2007	YES	GESU	AXSSB4					210 - HVAC ROOM	20
11955	LIGHTING PANEL LP-B	x	ELECT	LIGHTING PANEL	1/23/2007	YES	GESU	AXSSB4					220 LAB STORAGE	20
11956	LIGHTING PANEL LP-C	x	ELECT	LIGHTING PANEL	1/23/2007	YES	GESU	AXSSB4					220 LAB STORAGE	20
11957	LIGHTING PANEL LP-D	x	ELECT	LIGHTING PANEL	1/23/2007	YES	GESU	AXSSB4					113-ELECT. RM-SOUTH WALL	20
11958	LIGHTING PANEL LP-E	x	ELECT	LIGHTING PANEL	1/23/2007	YES	GESU	AXSSB4					113-ELECT. RM-SOUTH WALL	20
11959	LIGHTING PANEL LP-F	x	ELECT	LIGHTING PANEL	1/23/2007	YES	GESU	AXSSB4					105-MAINT SHOP-S.WEST	20
11960	LIGHTING PANEL LP-G	x	ELECT	LIGHTING PANEL	1/23/2007	YES	GESU	AXSSB4					105-MAINT SHOP-S.WEST	20
11961	LIGHTING PANEL LP-H	x	ELECT	LIGHTING PANEL	1/23/2007	YES	GESU	AXSSB4					118-STORE RM	20
11962	LIGHTING PANEL LP-I	x	ELECT	LIGHTING PANEL	1/23/2007	YES	GESU	AXSSB4					113-ELECT. RM-SOUTH WALL	20
11963	LIGHTING PANEL LP-J	x	ELECT	LIGHTING PANEL	1/23/2007	YES	GESU	AXSSB4					WEST EFFLUENT BUILDING	20
11964	LIGHTING PANEL LP-K	x	ELECT	LIGHTING PANEL	1/23/2007	YES	GESU	AXSSB4					INFLUENT BUILDING	20
11965	LIGHTING PANEL LP-L	x	ELECT	LIGHTING PANEL	1/23/2007	YES	GESU	AXSSB4					136-SERV. BLDG VEH.STO	20
11966	LIGHTING PANEL LP-M	x	ELECT	LIGHTING PANEL	1/23/2007	YES	GESU	AXSSB4					121 - CL2 BLDG ELEC. ROOM	20
11967	LIGHTING PANEL LP-N	x	ELECT	LIGHTING PANEL	1/23/2007	YES	GESU	AXSSB4					EAST EFFLUENT BUILDING	20
11968	LIGHTING PANEL LP-P	x	ELECT	LIGHTING PANEL	1/23/2007	YES	GESU	AXSSB4					210 - HVAC ROOM	20
13572	LIGHTING PANEL 208v LP2 VEHICLE STORAGE BUILDING	x	ELECT	LIGHTING PANEL	3/5/2010	YES	CUH	PRL1A					VEH. ST. BUILDING ELECT. RM	20
15900	Lighting panel Lp-1	x	ELECT	LIGHTING PANEL	11/5/2014	YES	IEM	007468-0029					B-101, GEN BLDG ELECTRICAL RM	20
15901	Lighting panel Lp-2	x	ELECT	LIGHTING PANEL	11/5/2014	YES	IEM	077468-0032					B-101, GEN BLDG ELECTRICAL RM	20
15902	Power panel PP-13	x	ELECT	LIGHTING PANEL	11/5/2014	YES	IEM	077468-0040					GENERATOR ROOM C-101	20
15903	Power panel PP-12	x	ELECT	LIGHTING PANEL	11/5/2014	YES	IEM	077468-0043					GENERATOR ROOM C-101	20
15904	Lighting panel Lp-4	x	ELECT	LIGHTING PANEL	11/5/2014	YES	IEM	077468-0035					GARAGE. D-101	20
15905	Lighting panel Lp-3	x	ELECT	LIGHTING PANEL	11/5/2014	YES	IEM	077468-0037					B-101, GEN BLDG ELECTRICAL RM	20
15906	Power panel PP-14	x	ELECT	LIGHTING PANEL	11/5/2014	YES	IEM	077648-0046					GARAGE RM. D-101	20
15907	Power panel PP-8	x	ELECT	LIGHTING PANEL	11/5/2014	YES	IEM	077468-0048					GENERATOR ROOM C-101	20
15908	Power panel PP-9	x	ELECT	LIGHTING PANEL	11/5/2014	YES	IEM	077468-0051					B-101, GEN BLDG ELECTRICAL RM	20
15909	Power panel PP-10	x	ELECT	LIGHTING PANEL	11/5/2014	YES	IEM	077468-0054					GENERATOR ROOM C-101	20
15910	Power panel PP-11	x	ELECT	LIGHTING PANEL	11/5/2014	YES	IEM	077468-0057					GENERATOR ROOM C-101	20
11954	LIGHTING PANEL LP-A	x	ELECT	LIGHTING PANEL	1/23/2007	YES	GESU	AXSSB4					210 - HVAC ROOM	20
11955	LIGHTING PANEL LP-B	x	ELECT	LIGHTING PANEL	1/23/2007	YES	GESU	AXSSB4					220 LAB STORAGE	20
16598	Lighting Panel LPE-1	x	ELECT	LIGHTING PANEL	12/29/2014	YES							105-MAINT SHOP	20
16599	Lighting Panel LP"DA"	x	ELECT	LIGHTING PANEL	12/29/2014	YES							113-ELECT. RM	20
16657	Mechanical Watt Demand Meter 480v Line B in Cabinet 105C	x	ELECT	MECHANICAL RELAY	12/29/2014	YES	G.E.			31 030 879			113-ELECT. RM	20
12225	MOTOR STARTER HLP 4160v #01 (upper and lower cubes)	x	ELECT	MOTORSTARTER	1/23/2007	YES	GE	IC7160				4160V	110-MOTOR RM-MCC-A	20
12226	MOTOR STARTER HLP 4160v #02 (upper and lower cubes)	x	ELECT	MOTORSTARTER	1/23/2007	YES	GE	IC7160				4160V	110-MOTOR RM-MCC-B	20
12227	MOTOR STARTER HLP 4160v #03 (upper and lower cubes)	x	ELECT	MOTORSTARTER	1/23/2007	YES	GE	IC7160				4160V	110-MOTOR RM-MCC-A	20
12228	MOTOR STARTER HLP 4160v #04 (upper and lower cubes)	x	ELECT	MOTORSTARTER	1/23/2007	YES	GE	IC7160				4160V	110-MOTOR RM-MCC-B	20
12229	MOTOR STARTER HLP 4160v #05 (upper and lower cubes)	x	ELECT	MOTORSTARTER	1/23/2007	YES	GE	IC7160				4160V	110-MOTOR RM-MCC-A	20
12230	MOTOR STARTER HLP 4160v #06 (upper and lower cubes)	x	ELECT	MOTORSTARTER	1/23/2007	YES	GE	IC7160				4160V	110-MOTOR RM-MCC-B	20
12231	MOTOR STARTER HLP 4160v #07 (upper and lower cubes)	x	ELECT	MOTORSTARTER	1/23/2007	YES	GE	IC7160				4160V	110-MOTOR RM-MCC-A	20
12232	MOTOR STARTER HLP 4160v #08 (upper and lower cubes)	x	ELECT	MOTORSTARTER	1/23/2007	YES	GE	IC7160				4160V	110-MOTOR RM-PUMP 8	20
12233	MOTOR STARTER HLP 4160v #09 (upper and lower cubes)	x	ELECT	MOTORSTARTER	1/23/2007	YES	GE	IC7160				4160V	110-MOTOR RM-MCC-A	20
12234	MOTOR STARTER HLP 4160v #10 (upper and lower cubes)	x	ELECT	MOTORSTARTER	1/23/2007	YES	GE	IC7160				4160V	110-MOTOR RM-MCC-B	20
N/A	High Lift Pump #1 termination points in junction box including surge arrestors	x										4160V	110 Motor Rm	
N/A	High Lift Pump #2 termination points in junction box including surge arrestors	x										4160V	110 Motor Rm	
N/A	High Lift Pump #3 termination points in junction box including surge arrestors	x										4160V	110 Motor Rm	
N/A	High Lift Pump #4 termination points in junction box including surge arrestors	x										4160V	110 Motor Rm	
N/A	High Lift Pump #5 termination points in junction box including surge arrestors	x										4160V	110 Motor Rm	
N/A	High Lift Pump #6 termination points in junction box including surge arrestors	x										4160V	110 Motor Rm	
N/A	High Lift Pump #7 termination points in junction box including surge arrestors	x										4160V	110 Motor Rm	
N/A	High Lift Pump #8 termination points in junction box including surge arrestors	x										4160V	110 Motor Rm	
N/A	High Lift Pump #9 termination points in junction box including surge arrestors	x										4160V	110 Motor Rm	
11126	Switch Gear 480v GE Air Breaker, LDP	x	ELECT	SWITCH GEAR BREAKER	1/23/2007	YES	GE	AKR-30S		0337A7273-003-001		480V	113-ELECT. RM-480 SW.GEAR	20
11127	Switch Gear 480v GE Air Breaker, Line A	x	ELECT	SWITCH GEAR BREAKER	1/23/2007	YES	GE	AKR-30S		0337A7273-001-001		480V	113-ELECT. RM-480 SW.GEAR	20
11128	Switch Gear 480v GE Air Breaker, Line B	x	ELECT	SWITCH GEAR BREAKER	1/23/2007	YES	GE	AKR-30S		0337A7273-001-002		480V	113-ELECT. RM-480 SW.GEAR	20
11129	Switch Gear 480v GE Air Breaker, MCC-C	x	ELECT	SWITCH GEAR BREAKER	1/23/2007	YES	GE	AKR-30S		0337A7273-004-001		480V	113-ELECT. RM-480 SW.GEAR	20
11130	Switch Gear 480v GE Air Breaker, MCC-D	x	ELECT	SWITCH GEAR BREAKER	1/23/2007	YES	GE	AKR-30S		0337A7273-002-001		480V	113-ELECT. RM-480 SW.GEAR	20
11131	Switch Gear 480v GE Air Breaker, MCC-E	x	ELECT	SWITCH GEAR BREAKER	1/23/2007	YES	GE	AKR-30S		0337A7273-005-001		480V	113-ELECT. RM-480 SW.GEAR	20
11132	Switch Gear 480v GE Air Breaker, Spare	x	ELECT	SWITCH GEAR BREAKER	1/23/2007	YES	GE	AKR-30S		0353A6341-001-001		480V	113-ELECT. RM-480 SW.GEAR	20
11133	Switch Gear 480v GE Air Breaker, Tie	x	ELECT	SWITCH GEAR BREAKER	1/23/2007	YES	GE	AKR-30S		0337A7273-001-003		480V	113-ELECT. RM-480 SW.GEAR	20
12237	SWITCHGEAR 480v Main Breaker Line A	x	ELECT	SWITCH GEAR BREAKER	1/23/2007	YES	GE	AKR-7D-30S		0337A7273-001-003		480V	113-ELECT. RM-480 SW.GEAR	20
12238	SWITCHGEAR 480v Main Breaker Line B	x	ELECT	SWITCH GEAR BREAKER	1/23/2007	YES	GE	AKR-7D-30S		0337A7273-001-001		480V	113-ELECT. RM-480 SW.GEAR	20
12239	SWITCHGEAR 480v Manual Breaker LDP	x	ELECT	SWITCH GEAR BREAKER	1/23/2007	YES	GE	AKR-7D-30S		0337A7273-003-001		480V	113-ELECT. RM-480 SW.GEAR	20
12240	SWITCHGEAR 480v Manual Breaker MCC-C	x	ELECT	SWITCH GEAR BREAKER	1/23/2007	YES	GE	AKR-7D-30S		0337A7273-002-001		480V	113-ELECT. RM-480 SW.GEAR	20
12241	SWITCHGEAR 480v Manual Breaker MCC-D	x	ELECT	SWITCH GEAR BREAKER	1/23/2007	YES	GE	AKR-7D-30S		0337A7273-004-001		480V	113-ELECT. RM-480 SW.GEAR	20
12242	SWITCHGEAR 480v Manual Breaker MCC-E	x	ELECT	SWITCH GEAR BREAKER	1/23/2007	YES	GE	AKR-7D-30S		0337A7273-005-001		480V	113-ELECT. RM-480 SW.GEAR	20
12243	SWITCHGEAR 480v Manual Breaker SPARE	x	ELECT	SWITCH GEAR BREAKER	1/23/2007	YES	GE	AKR-7D-30S		0353A6341-001-001		480V	113-ELECT. RM-480 SW.GEAR	20

12244	SWITCHGEAR 480v TIE BREAKER	x	ELECT	SWITCH GEAR BREAKER	1/23/2007	YES	GE	AKR-7D-30S		0337A7273-001-002		480V	113-ELECT. RM-480 SW.GEAR	20	
12251	Switch Gear 4160v Knife Switch MCC-A	x	ELECT	SWITCH GEAR BREAKER	1/23/2007	YES						4160V	110-MOTOR RM-MCC-A	20	
12252	Switch Gear 4160v Knife Switch MCC-B	x	ELECT	SWITCH GEAR BREAKER	1/23/2007	YES						4160V	110-MOTOR RM-MCC-B	20	
12253	SWITCH GEAR 480v AUTOMATIC TRANSFER SWITCH ASCO	x	ELECT	SWITCH GEAR BREAKER	1/23/2007	YES						480V	113-ELECT. RM-MCC-E	20	
13869	Switch Gear breaker 480v, Manual with adjustable current setting (spare)	x	ELECT	SWITCH GEAR BREAKER	5/29/2013	YES	GE	AKR-7D-30S		0343A7644-002-002		480V	113-ELECT. RM	20	
16652	Switchgear 480v Manual Breaker (Spare) 800 amp Frame w/GE intelliguard Trip Unit	x	ELECT	SWITCH GEAR BREAKER	12/29/2014	YES	G.E.		800A	034387644-002-002		480V	113-ELECT. RM	20	
16654	Switchgear 480v Manual Breaker (Spare) 800 amp Frame w/GE intelliguard Trip Unit	x	ELECT	SWITCH GEAR BREAKER	12/29/2014	YES	G.E.		800A	034387644-002-004		480V	113-ELECT. RM	20	
15918	Breaker 400A Power distribution panel PDP 4	x	ELECT	BRKR	11/5/2014	YES	G.E.	SGR B36B D0400		SGJ09522M0162		480V	B-101, GEN BLDG ELECTRICAL RM	20	
15922	Breaker 600v Power distribution panel PDP 1	x	ELECT	BRKR	11/5/2014	YES	G.E.	SGR B36B D0400		SGJ09522M0163		480V	B-101, GEN BLDG ELECTRICAL RM	20	
15923	Breaker 600v Power distribution panel PDP 2	x	ELECT	BRKR	11/5/2014	YES	G.E.	SGR B36B D0400		SGJ09522M0160		480V	B-101, GEN BLDG ELECTRICAL RM	20	
15917	Breaker 600v Power distribution panel PDP 3	x	ELECT	BRKR	11/5/2014	YES	G.E.	SGR B36B D0400		SGJ09522M0161			B-101, GEN BLDG ELECTRICAL RM	20	
12338	TRANSFORMER "A"	x	ELECT	TRANS	1/23/2007	YES	GE	9T23Q3573					210 - HVAC ROOM	20	
12339	TRANSFORMER "B"	x	ELECT	TRANS	1/23/2007	YES	GE	9T23Q3572					220 LAB STORAGE	20	
12340	TRANSFORMER "C"	x	ELECT	TRANS	1/23/2007	YES	GE	9T23Q3571					220 LAB STORAGE	20	
12341	TRANSFORMER "D"	x	ELECT	TRANS	1/23/2007	YES	GE	9T23Q3573					113-ELECT. RM-EAST WALL	20	
12343	TRANSFORMER "F"	x	ELECT	TRANS	1/23/2007	YES	GE	9T23Q3573					105-MAINT SHOP-S.WEST	20	
12344	TRANSFORMER "G"	x	ELECT	TRANS	1/23/2007	YES	GE	9T23Q3573					105-MAINT SHOP-S.WEST	20	
12345	TRANSFORMER "H"	x	ELECT	TRANS	1/23/2007	YES	GE	9T23Q3042					118-STORE RM	20	
12346	TRANSFORMER "P"	x	ELECT	TRANS	1/23/2007	YES	GE	9T23Q3571					210 - HVAC ROOM	20	
16595	Transformer for Generator 5	x	ELECT	TRANS	12/29/2014	YES							PORTABLE GENERATOR	20	
15862	Transformer 480/208-120v TR-6 fed by PDP-1	x	ELECT	TRANS	11/5/2014	NO							GENERATOR ROOM C-101	20	
15863	Transformer 480/208-120v TR-7 fed by PDP-2	x	ELECT	TRANS	11/5/2014	NO							GENERATOR ROOM C-101	20	
15864	Transformer TR-1 480/208-120v fed by PDP-4	x	ELECT	TRANS	11/5/2014	NO	MGM	AC370-E0663		10-01-09-834228-1			B-101, GEN BLDG ELECTRICAL RM	20	
15865	Transformer 480/208-120v TR-2 fed by PDP-3	x	ELECT	TRANS	11/5/2014	NO	MGM	AC370-E0663		10-01-09-834228-2			B-101, GEN BLDG ELECTRICAL RM	20	
15866	Transformer 480/240v TR-4 fed by PDP-1	x	ELECT	TRANS	11/5/2014	NO							GENERATOR ROOM C-101	20	
15867	Transformer 480/240v TR-5 fed by PDP-2	x	ELECT	TRANS	11/5/2014	NO							GENERATOR ROOM C-101	20	
15868	Transformer4160v TR-6 fed by PDP-1	x	ELECT	TRANS	11/5/2014	NO	G.E.						B-101, GEN BLDG ELECTRICAL RM	20	
14101	Transformer 4160/480-277v PDP1 MCM	x	ELECT	TRANS	11/5/2014	NO	MCM	AC374-50249-H		09-12-09-12189A-2			B-101, GEN BLDG ELECTRICAL RM	20	
14119	PDP2 MGM Transformer	x	ELECT	TRANS	9/29/2014	YES	MGM	AC374-50250-H		09-12-0912189B-2				20	
14131	Transformer 4160/480-277v PDP2 MCM	x	ELECT	TRANS	11/5/2014	NO	MCM	AC374-50250-H		09-12-09-12189B-2			B-101, GEN BLDG ELECTRICAL RM	20	
14136	Transformer 4160/480-277v PDP3 MCM	x	ELECT	TRANS	11/5/2014	NO	MCM	AC374 S0249		09-12-09-12189A-1			B-101, GEN BLDG ELECTRICAL RM	20	
14152	Transformer 4160/480-277v PDP4 MCM	x	ELECT	TRANS	11/5/2014	NO	MCM	AC374 S0250 H		09-12-09-12189B-1			B-101, GEN BLDG ELECTRICAL RM	20	
15912	Transformer 480v for PP10	x	ELECT	TRANS	11/5/2014	NO	MGM	AL370-G0437		10-01-09-84322C-1			GENERATOR ROOM C-101	20	
15913	Transformer 480v for PP12	x	ELECT	TRANS	11/5/2014	NO	MGM	AL370-B0465		10-01-09-83442A-2			GENERATOR ROOM C-101	20	
15914	Transformer 480v for PP13	x	ELECT	TRANS	11/5/2014	NO	MGM	AL370-B0465		10-01-09-84322A-3			GENERATOR ROOM C-101	20	
15915	Transformer 480v TR-8 fed by PP-14	x	ELECT	TRANS	11/5/2014	NO	MGM	AC370-E0663		10-03-10-83556A			D101-GARAGE	20	
15916	Transformer 480v for PP11	x	ELECT	TRANS	11/5/2014	NO	MGM	AL370-G0437		10-01-09-83422C0			GENERATOR ROOM C-101	20	
15919	Transformer TR-3 for LP3	x	ELECT	TRANS	11/5/2014	NO	MGM						B-101, GEN BLDG ELECTRICAL RM	20	
	4 Sections of LV MCC's	x											Roselle Pump Station		
	Lighting Panel	x											Roselle Pump Station		
	Power Panel	x											Roselle Pump Station		
	Transformer	x											Roselle Pump Station		

Equip scan total time (min)	2400	min
Equip scan total time (hrs)	40	hrs
Mobilization time	8	hrs
Reports	16	hrs
Total 8-hr man days	8	days

Resolution #: R-70-25

Account: 01-60-628000

Approvals: *Author / Manager / Finance / Admin*

RCB RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 8/14/2025

Description: **A Resolution Approving and Ratifying a 1st Amendment to Task Order No. 02 Under a Master Contract with CDM Smith, Inc.**

Agenda Section: Engineering & Construction

Originating Department: Operations & Instrumentation

On January 21st and again on May 17th, 2025, the DuPage Pumping Station experienced power failures related to Commonwealth Edison service disruptions which in turn caused power supplies and protective relay devices to fail and trip the 4.16kV Switchgear resulting in the prevention of the automatic engagement of the Emergency Generator System. As approved under R-48-25, Staff have engaged the services of CDM Smith, Inc., which was the designer of the Emergency Generation System power distribution system to perform a study of the original 4.16kV power system, its control system and the 4.16kV Emergency Generation System power distribution to determine the nature of the limitations in the control system and to provide technical guidance to improve the necessary resilience and reliability of the Commission's pumping system. CDM Smith, Inc. has provided a draft technical memorandum outlining and suggested system improvements which have been reviewed by Staff with a peer review provided by Strand Associates, Inc.

The 1st Amendment to CDM Smith Inc. Task Order No. 02 would allow CDM Smith, Inc., to provide Design Services, provide Construction Assistance and Generator Transfer Controls Testing Services and provide documentation of the completed upgrades to the 4.16kV switchgear control systems, modifying the not-to-exceed cost from $50,000 to $124,580. Additional peer review and Construction Inspection Services by Strand Associates, Inc., would be provided by separate Task Order with Strand.

Recommended Motion:

To adopt Resolution R-70-25

DuPAGE WATER COMMISSION

RESOLUTION NO. R-70-25

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

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

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

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

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

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

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

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

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

ADOPTED THIS _____ DAY OF _____, 2025.

_____
James F. Zay, Chairman

ATTEST:

_____
Danna Mundall, Clerk
Board/Resolutions/2025/R-70-25.docx

EXHIBIT 1

CDM Smith, Inc. 1st Amendment to Task Order No. 02

FIRST AMENDMENT TO
TASK ORDER NO. 02

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

1. **Project**:

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

2. **Services of Consultant**:

   A. Basic Services:

      1. Study and Report Phase

         a. Review available data and consult with Owner to determine a mutually agreed upon program, schedule and preliminary construction budget.

         b. Provide analysis of Owner's needs, planning surveys, and site evaluation and comparative studies of prospective sites and solutions.

         c. Provide economic analysis of various alternatives.

         d. Prepare, for review and approval by the Owner, a report summarizing the Study and Report Services, together with Consultant's opinion of probable Project Costs and Construction Cost of the Project and provide five copies and a .pdf file for review with Owner.

         e. Specific Tasks:

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

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

            Task 3 – Review shop drawings/data/information

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

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

            Task 6 – Review meeting with DWC

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

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

2. Design Phase

125VDC Control Power Upgrades

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

a. Meet with DWC staff to confirm the project approach related to the 125VDC control power upgrades, including quantity of new power supplies, locations for new enclosure(s), conduit routing, etc.

b. Develop drawings for the upgrades to the 125VDC power supplies. All equipment will be specified in the drawings.

- There will be one interim submittal one at the 90% milestone. A workshop will be held with DWC and their selected Contractor to review and discuss the documents.

c. Provide assistance during construction.

- CDM Smith will attend a pre-construction meeting with DWC and the Contractor.
- CDM Smith will review shop drawing submittals, including the wiring diagrams/ panel layout for the new 125VDC power supply enclosures.
- CDM Smith will review and respond to Contractor RFIs or questions received during construction.
- CDM Smith will perform up to two site visits/inspections during construction.
- CDM Smith will assist with startup/testing of the new 125VDC power supply.

3. Generator Transfer Controls Testing Phase

a. Meet with DWC staff to discuss any specific scenarios that they want to test based on their observations during the recent power outages.

- Develop a comprehensive, step-by-step testing plan for each scenario being tested.
- Meet with DWC staff to review the testing plan and incorporate any comments.
- Perform the testing on site with DWC staff. Any potential shutdowns or change in operation will be coordinated with DWC ahead of any testing.
    - It is assumed that the on-site testing will be performed over three days.

B. Deliverables:

a. Consultant will develop drawings and will be developed in 2D using AutoCAD.

- 125VDC Control Power Upgrades – 90% drawings
- 125VDC Control Power Upgrades – Bid Set drawings
- Generator Transfer Control System Testing Plan
- Test results and field notes from Generator Transfer Control System testing

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

None

4. **Commencement Date**:

Effective Date of this Task Order

5. **Completion Date**:

A. Study and Report Phase: 30 days following the Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

B. Design Phase

- Kick-off Meeting – 2 weeks following notice to proceed.
- Submission of the 90% drawings – 4 weeks following kickoff meeting.
- Submission of the Bid Set drawings – 2 weeks after receipt of comments on the 90% deliverable.

C. Generator Transfer Controls Testing Phase

- Kick-off Meeting – 2 weeks following notice to proceed.
- Submission of the Generator Transfer Control Testing Plan - 4 weeks following kickoff meeting.
- Submission of the test results from the Generator Transfer Control Testing – 2 weeks following completion of testing.

* Schedule excludes Owner's review periods.

6. **Submittal Schedule**:

   A. 16 weeks following Effective Date of this Task Order Amendment.

7. **Key Project Personnel**:

   A. David D. Tucker, Senior Electrical Engineer

   B. Mike Kahn, Senior Electrical Engineer

   C. Amrou Atassi, Project Principal

8. **Contract Price**:

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

Phase	Estimated Expense
Study and Report	$30,000
Design, Construction Assistance, and Testing	*$74,589*
Indeterminate Need Allowance	$20,000
Total Estimated Expense	**$124,589**

9. **Payments**:

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

Reimbursable Expenses shall mean the actual expenses incurred by Consultant directly or indirectly in connection with the Project, including expenses for transportation, telephone, postage, computer time and other highly specialized equipment, reproduction and similar Project related items.

10. **Modifications to Contract**:

None

11. **Attachments**:

None

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

The Effective Date of this Task Order is August 22, 2025.

DuPAGE WATER COMMISSION

By: _____

Paul D. May, P.E.
General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:
Name: TBD
Title: TBD
Address: 600 East Butterfield Road, Elmhurst, Illinois 60126-4642
E-mail Address: TBD
Phone: (630) 834-0100
Fax: (630) 834-0120

CDM Smith, Inc.

By: _____

Amrou Atassi
Sr. Vice President

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Amrou Atassi
Title: Senior Vice President
Address: 125 South Wacker Drive, Suite 2510
E-mail Address: AtassiA@cdmsmith.com
Phone: 312-780-7706
Fax:312-346-5228

ugus 7, 025

Mr. C ri Bostic
Ma ager of Water Op rations
Du age Water ommissi n
600 E Butterf eld Rd, E mhurst, L 012

Subj ct: Mediu Voltage wit hge r Upgrades

De r Mr. B stick:

C M Sm h Inc (DM Smith is ple sed to s bm t t is sco e of ork for d sig phase se vice t upgrade he 125 DC contro ower yste f r t e mediu voltage wit hg ar n t e DuPage P m ing Stat on a d o as ist ith add tiona testing of the gen ra or tra sfe contro sy tem.

Proje Unders anding and Scope f Services

Du a e W ter C mmis ion (D C requested assis ance de igni g u gra es o the 125VD ont ol po er f r the ediu voltag switchgear in the Du age Pumpin Station nd as ist wi h t sti g o the G nerat r Cont ol System t onf rm sy tem perati n d ring va io s scenario , in lu ing singl phasing of the ComEd sources

25V C Con rol ower Up ra es

The appr ach for the upgrad s to t e 125VDC cont ol power is described in the CDM Smith report dated July 2025, which includes utilizing two SEL-RPM units to provide the 125VDC control power to the switchgear. CDM Smith proposes the following scope of services for the project:

Meet with DWC staff to confirm the project approach related to the 125VDC control power upgrades, including quantity of new power supplies, locations for new enclosure(s), conduit routing, etc.

Develop drawings for the upgrades to the 125VDC power supplies. All equipment will be specified on the drawings.

- There will be one interim submittal one at the 90% milestone. A workshop will be held with DWC and their selected Contractor to review and discuss the documents.

Provide assistance during construction.

- CDM Smith will attend a pre-construction meeting with DWC and the Contractor.
- CDM Smith will review shop drawing submittals, including the wiring diagrams/ panel layout for the new 125VDC power supply enclosures.
- CDM Smith will review and respond to Contractor RFIs or questions received during construction.
- CDM Smith will perform up to two site visits/inspections during construction.

- CDM Smith will assist with startup/testing of the new 125VDC power supply.

Generator Transfer Control Testing

On June 18, 2025, CDM Smith did some testing of the Generator Transfer Control system, including simulating a loss of a single phase on Main No. 3. The system responded as expected for the majority of the testing. The details of the tests performed are described in the CDM Smith report dated July 2025. As noted in the report, additional testing is recommended to confirm that the system will properly respond to any potential condition/failure. CDM Smith proposes following scope of services for the project:

Meet with DWC staff to discuss any specific scenarios that they want to test based on their observations during the recent power outages.

Develop a comprehensive, step-by-step testing plan for each scenario being tested.

Meet with DWC staff to review the testing plan and incorporate any comments.

Perform the testing on site with DWC staff. Any potential shutdowns or change in operation will be coordinated with DWC ahead of any testing.

- It is assumed that the on-site testing will be performed over three days.

Assumptions

Based on the approach developed by CDM Smith, as well as our overall proposal, the following assumptions have been made:

Drawings will be developed in 2D using AutoCAD.

CDM Smith will not develop any technical specifications for the 125VDC Control Power Upgrades. All project information will be included on the drawings.

CDM Smith will not develop any general specifications (Division 01) or contract materials (general conditions, agreement, bonds, etc.).

The 125VDC Control Power Upgrades project will not be publicly bid. DWC will solicit bids directly from their list of quick response contractors. DWC will utilize their in-house front end specifications (Division 00) for this project.

DWC will supply and provide agreement and insurance requirements with the selected Contractor.

The scope of work does not include preparation or coordination of required permits. Any required permits or coordination with the permitting agencies will be handled by DWC or the Contractor.

Deliverables

The following deliverables will be provided as part of this project.

125VDC Control Power Upgrades – 90% drawings

125VDC Control Power Upgrades – Bid Set drawings

Generator Transfer Control System Testing Plan

Test results and field notes from Generator Transfer Control System testing

Schedule

Following the Notice to Proceed the following durations are expected.

125VDC Control Power Upgrades

- Kick-off Meeting – 2 weeks following notice to proceed.
- Submission of the 90% drawings – 4 weeks following kickoff meeting.
- Submission of the Bid Set drawings – 2 weeks after receipt of comments on the 90% deliverable.

Generator Transfer Control Testing

- Kick-off Meeting – 2 weeks following notice to proceed.
- Submission of the Generator Transfer Control Testing Plan - 4 weeks following kickoff meeting.
- Submission of the test results from the Generator Transfer Control Testing – 2 weeks following completion of testing.

Fee

The above Scope of Services shall be billed on a time and materials basis at a not-to-exceed fee of $74,589.00. Monthly invoices and progress reports will be submitted to DWC per the agreement.

Sincerely,

[redacted]

Amrou Atassi, PE, PMP, BCEE
Senior Vice President
CDM Smith Inc.

cc: Dave Tucker, Mike Kahn; CDM Smith

DuPage Water Commission

30 YEARS OF SERVICE

Pure. Essential. Stewardship.

MEMORANDUM

To: Paul May, General Manager

From: Cheryl Peterson, Financial Administrator

Date: 7/8/2025

Subject: Accounts Payable Listings

Following is a summary of the Accounts Payable to be considered at the July 17, 2025, Commission meeting:

June 10, 2025, to July 8, 2025, A/P Report	$13,137,740.01
Accrued and estimated payments required before August 2025 Commission meeting	2,454,425.00
Total	$15,592,165.01

cc: Chairman and Commissioners

DuPage Water Commission

Board Open Payable Report

As Of 07/08/2025

Summarized by Payable Account

Payable Number	Description	Post Date	Payable Amount		Net Amount
Payable Account:	01-211000 - ACCOUNTS PAYABLE				
Vendor: 2299	**AL Warren Oil Company Inc.**			**Payable Count: (2)**	**34,378.50**
W1759162	Diesel Fuel Delivery: 6/25/25	06/30/2025	17,208.00		17,208.00
W1759550	Diesel Fuel Delivery: 6/26/25	06/30/2025	17,170.50		17,170.50
Vendor: 1088	**AMERICAN WATER WORKS ASSOCIATION**			**Payable Count: (1)**	**413.00**
SO239997	Membership Renewal: 126844	06/19/2025	413.00		413.00
Vendor: 2283	**BMO HARRIS CREDIT CARD**			**Payable Count: (1)**	**8,326.08**
INV0008385	Combined Statements: June 2025	06/30/2025	8,326.08		8,326.08
Vendor: 1135	**CITY OF CHICAGO SUPERINTENDENT OF WATER COLLECTION**			**Payable Count: (1)**	**12,938,705.88**
INV0008386	WATER BILLING: June 2025	06/30/2025	12,938,705.88		12,938,705.88
Vendor: 1952	**CONVERGINT TECHNOLOGIES LLC**			**Payable Count: (1)**	**365.00**
73107	Service Call for Alarm on Fire Panel	06/30/2025	365.00		365.00
Vendor: 2171	**Friendly Ford**			**Payable Count: (1)**	**1,696.44**
133016	Tires: M225623	06/30/2025	1,696.44		1,696.44
Vendor: 1055	**GRAINGER**			**Payable Count: (1)**	**5,461.48**
9559083598	Gas Detectors	07/08/2025	5,461.48		5,461.48
Vendor: 1904	**IT SAVVY LLC**			**Payable Count: (1)**	**307.00**
01576485	Keeper Subscription	06/30/2025	307.00		307.00
Vendor: 1923	**JOHN NERI CONSTRUCTION COMPANY, INC.**			**Payable Count: (1)**	**7,500.00**
INV0008369	Insurance and Bonds for QR-13/25	06/30/2025	7,500.00		7,500.00
Vendor: 2081	**MALCOR ROOFING OF ILLINOIS INC**			**Payable Count: (1)**	**790.00**
5013	Roof Leak Repair Generation Facility Building	06/30/2025	790.00		790.00
Vendor: 1054	**MCMASTER-CARR SUPPLY COMPANY**			**Payable Count: (1)**	**84.84**
47303672	Pipe Flare Tools	06/24/2025	84.84		84.84
Vendor: 2198	**Meccon Industries, Inc.**			**Payable Count: (1)**	**4,238.14**
52195	Valve Replacement	06/30/2025	4,238.14		4,238.14
Vendor: 2189	**NCPERS Group Life Ins.**			**Payable Count: (3)**	**132.84**
INV0008314	NCPERS - IMRF 6641	06/06/2025	44.28		44.28
INV0008337	NCPERS - IMRF 6641	06/20/2025	44.28		44.28
INV0008359	NCPERS - IMRF 6641	07/04/2025	44.28		44.28
Vendor: 1373	**NEUCO INC.**			**Payable Count: (1)**	**381.62**
8819461	Condensate Neutralizers for DWC Boiler Drains	06/24/2025	381.62		381.62
Vendor: 1930	**PARK PLACE TECHNOLOGIES LLC**			**Payable Count: (1)**	**2,560.00**
PUSA10090185573	Monthly Managed Service: August 2025	07/08/2025	2,560.00		2,560.00
Vendor: 1321	**PERSPECTIVES, LTD.**			**Payable Count: (1)**	**273.00**
PER-IN-106123	EMPLOYEE ASSISTANCE SVC: QUARTER 3 2025	07/08/2025	273.00		273.00
Vendor: 1642	**PORTER PIPE & SUPPLY CO.**			**Payable Count: (2)**	**0.02**
13033780-00	For Shipping Purposes	06/30/2025	0.01		0.01
13034356-00	For Shipping Purposes	06/30/2025	0.01		0.01
Vendor: 1715	**SIKICH**			**Payable Count: (1)**	**187.50**
101976	HR Consulting Services	06/30/2025	187.50		187.50
Vendor: 1223	**SUBURBAN LABORATORIES, INC.**			**Payable Count: (1)**	**2,302.00**

Payable Number	Description	Post Date	Payable Amount		Net Amount
GA5003326	Aluminum Testing	06/30/2025	2,302.00		2,302.00
Vendor: 1805	**TANKNOLOGY INC.**			**Payable Count: (1)**	**986.00**
2132328	Annual Regulatory Fuel Tank Inspections	06/30/2025	986.00		986.00
Vendor: 2096	**William A. Fates**			**Payable Count: (1)**	**1,666.67**
INV0008379	Service as Treasurer: July 2025	07/01/2025	1,666.67		1,666.67
			Payable Account 01-211000	**Payable Count: (25) Total:**	**13,010,756.01**
Payable Account:	01-211030 - ACCTS PAYABLE - CONSTRUCTION				
Vendor: 2421	**Burns & McDonnell Engineering Co., Inc.**			**Payable Count: (1)**	**122,984.00**
180404-5	WaterLink Program Initiation & Construction	06/30/2025	122,984.00		122,984.00
Vendor: 2550	**Waterwell, LLC**			**Payable Count: (1)**	**4,000.00**
103	WaterLink - Strategic Communication & Planning	06/30/2025	4,000.00		4,000.00
			Payable Account 01-211030	**Payable Count: (2) Total:**	**126,984.00**

Payable Account Summary

Account	Count	Amount
01-211000 - ACCOUNTS PAYABLE	25	13,010,756.01
01-211030 - ACCTS PAYABLE - CONSTRUCTION	2	126,984.00
Report Total:	**27**	**13,137,740.01**

Payable Fund Summary

Fund		Amount
01 - WATER FUND	27	13,137,740.01
Report Total:	**27**	**13,137,740.01**

DUPAGE WATER COMMISSION
ITEMS TO BE PAID BY 8-21-25
Board Meeting Date: July 17, 2025

Estimate Amount	Description	Check Number	Payment Date	Payment Amount
80,000.00	Blue Cross Blue Shield - Health Insurance			
8,500.00	Euclid Managers - Dental Insurance			
12,500.00	Illinois Public Risk Fund - Workers Comp.			
200.00	Envision Health Care - Administration Fees			
400.00	Healthiest You			
150.00	NCPERS - IMRF			
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			
8,400.00	Procurement Card Charges - $250 Travel, $1000 Conferences, $400 Printing, $2000 Other Admin $50 Phone, $450 Publications, $600 Safety, $1800 Training, $1850 Pipeline 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	Grainger - 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	Sooper Lube - Vehicle Maintenance			
200.00	Sterling - Background Checks			
5,000.00	Storino Ramello & Durkin			
500.00	Local 399 Training courses			
17,000.00	Aerico - UPS Service Agreement			
3,500.00	Altorfer - Oil Samples for Generators			
14,500.00	Altorfer - Troubleshoot Electric Power Generator System			
11,000.00	Atomatic Mechanical - HVAC Repairs in Gen Facility			
300.00	Batteries Plus - Batteries for Reservoir Hatch Radios			
2,000.00	Beary - Tanksite Landscaping			
2,000.00	Beary - Landscaping			
17,000.00	Beary - Dead Tree Service - Northbrook			
11,500.00	Beary - Plants for Flower Beds and Ground Cover			
1,600.00	Beary - Irrigation Repairs			
700.00	Beary - Brick Repair in Emergency Walkway			
2,000.00	Bedrock - Landscaping			
17,000.00	Concentric - Meter Shop Computer & Software Upgrade			
500.00	Ebel's Ace Hardware - Project Supplies			
1,000.00	Expoprint - Marketing materials			
1,600.00	Ferguson - Bearing for Valve Repair			
17,000.00	4imprint - Marketing materials			
100.00	Friendly Ford - Instrumentation Transit Van Service			
600.00	Friendly Ford - 2020 Expedition Tires			

DUPAGE WATER COMMISSION
ITEMS TO BE PAID BY 8-21-25
Board Meeting Date: July 17, 2025

1,000.00	Home Depot - Project Supplies
2,500.00	Jude Vickery - Temp. Sensor Replacement
2,000.00	Metro Tank & Pump - Gasoline Tank Manhole Cover
10,000.00	Mid America Dynamics - Vibration Monitor Calibration/Analysis
2,200.00	Neuco - CL2 Bulk Tank Expansion Joints
1,000.00	Program One - Window Cleaning
300.00	Safety Sign - Signage for Storage Yard
55,000.00	Schneider - Access Controls
15,000.00	Sikich - Communications
1,200.00	Specialty Mat - Mat Service
700.00	Staples - Office Supplies
33,000.00	Weg - Controls/Field Service Support HLP MTR 3 & Sync-Rite Plus
50,000.00	CDM Smith - Electrical Engineering
20,000.00	Strand - Electrical Engineering (non-SCADA)
40,000.00	Arcadis US - IEPA Reporting/Engineering
20,000.00	Donohue & Assoc - Engineering ROV10A/MS19B
3,000.00	ISAWWA - Professional Development Seminars
220,000.00	Benchmark - R-45-25
2,600.00	Beary - Tree Removal and Weed Eradication
20,000.00	Beary - Tree Removal - Northbrook
100,000.00	Consor - Technical advisor
1,000.00	DeLasCasas - Task Order 10
32,000.00	DeLasCasas - Task Order 12
50,000.00	Burns & McDonnell - Hydraulic Modeling
25,000.00	AECOM - Lombard MS/PAS Design
700,000.00	LAN - Waterlink Design
2,454,425.00	

DuPage Water Commission

30 YEARS OF SERVICE

Pure. Essential. Stewardship.

MEMORANDUM

To: Paul May, General Manager

From: Cheryl Peterson, Financial Administrator

Date: 8/12/2025

Subject: Accounts Payable Listings

Following is a summary of the Accounts Payable to be considered at the August 21, 2025, Commission meeting:

July 8, 2025, to August 12, 2025, A/P Report		$13,450,159.46
Accrued and estimated payments required before September 2025 Commission meeting		2,630,125.00
	Total	$16,080,284.46

cc: Chairman and Commissioners

DuPage Water Commission

Board Open Payable Report

As Of 08/12/2025

Summarized by Payable Account

Payable Number	Description	Post Date	Payable Amount		Net Amount
Payable Account:	01-211000 - ACCOUNTS PAYABLE				
Vendor: 1663	**AECOM**			**Payable Count: (1)**	**1,075.14**
2001037718	Tollway Review	07/22/2025	1,075.14		1,075.14
Vendor: 2228	**Altorfer Industries, Inc.**			**Payable Count: (1)**	**2,295.00**
PM6A0039306	Diesel Generator Switchgear Troubleshooting	07/31/2025	2,295.00		2,295.00
Vendor: 1052	**ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.**			**Payable Count: (1)**	**30,385.00**
5701080	Contract Fee: 7/9/25-7/9/26	07/31/2025	30,385.00		30,385.00
Vendor: 2251	**Badger Meter**			**Payable Count: (1)**	**2,419.69**
80205094	Cellular Fees for Beacon Endpoints	07/31/2025	2,419.69		2,419.69
Vendor: 2348	**BARRICADE LITES, INC**			**Payable Count: (3)**	**2,700.00**
2312731	Traffic Control	07/22/2025	750.00		750.00
2312732	Traffic Control	07/22/2025	1,200.00		1,200.00
2312865	Traffic Control	07/31/2025	750.00		750.00
Vendor: 1017	**BATTERIES PLUS**			**Payable Count: (1)**	**204.00**
P84685744	Batteries	08/12/2025	204.00		204.00
Vendor: 1162	**BEE CLEAN SPECIALTIES, LLC**			**Payable Count: (1)**	**155.00**
2537679	Semi-Annual Air Cleaner Service	07/31/2025	155.00		155.00
Vendor: 2283	**BMO HARRIS CREDIT CARD**			**Payable Count: (1)**	**4,931.11**
INV0008430	Combined Statements: July 2025	07/31/2025	4,931.11		4,931.11
Vendor: 1135	**CITY OF CHICAGO SUPERINTENDENT OF WATER COLLECTION**			**Payable Count: (1)**	**13,333,050.39**
INV0008448	WATER BILLING: July 2025	07/31/2025	13,333,050.39		13,333,050.39
Vendor: 1197	**Core & Main LP**			**Payable Count: (1)**	**460.00**
X352624	Remote Facilities Supplies	07/31/2025	460.00		460.00
Vendor: 1295	**DLT SOLUTIONS, LLC**			**Payable Count: (1)**	**8,339.73**
SI703515	AutoCAD Renewal	07/31/2025	8,339.73		8,339.73
Vendor: 1068	**HACH COMPANY**			**Payable Count: (2)**	**1,006.10**
14576296	Calibration Standards for Lab Equipment	07/22/2025	616.10		616.10
14579660	Calibration Standards for Lab Equipment	07/22/2025	390.00		390.00
Vendor: 1834	**IFMA**			**Payable Count: (1)**	**470.00**
D-00849275	Dues: Member #693859	07/31/2025	470.00		470.00
Vendor: 1196	**KARA COMPANY, INC.**			**Payable Count: (1)**	**1,202.20**
392699	Julie Marking Paint	08/07/2025	1,202.20		1,202.20
Vendor: 2544	**Marquardt & Humes, Inc.**			**Payable Count: (1)**	**10,000.00**
5644	Retainer Fee - Consulting Services	07/17/2025	10,000.00		10,000.00
Vendor: 1054	**MCMASTER-CARR SUPPLY COMPANY**			**Payable Count: (1)**	**464.09**
49988498	Instrumentation Supplies	08/12/2025	464.09		464.09
Vendor: 2189	**NCPERS Group Life Ins.**			**Payable Count: (3)**	**132.84**
INV0008359	NCPERS - IMRF 6641	07/04/2025	44.28		44.28
INV0008395	NCPERS - IMRF 6641	07/18/2025	44.28		44.28
INV0008419	NCPERS - IMRF 6641	08/01/2025	44.28		44.28
Vendor: 1930	**PARK PLACE TECHNOLOGIES LLC**			**Payable Count: (1)**	**2,560.00**
PUSA10090187337	Monthly Managed Service: September 2025	08/07/2025	2,560.00		2,560.00

Payable Number	Description	Post Date	Payable Amount		Net Amount
Vendor: 2542	**Radwell International LLC**			**Payable Count: (1)**	**697.27**
35610513	Replacement Breakers for Effluent Power Panel	07/31/2025	697.27		697.27
Vendor: 1137	**ROSSI CONTRACTORS, INC.**			**Payable Count: (1)**	**6,000.00**
554001	Insurance & Bonds for QR-13/25	07/31/2025	6,000.00		6,000.00
Vendor: 2156	**Russo Power Equipment**			**Payable Count: (1)**	**39.92**
SPI21205282	Pipeline Supplies	07/31/2025	39.92		39.92
Vendor: 1715	**SIKICH**			**Payable Count: (1)**	**25,815.00**
104667	Professional Services: Marketing	07/31/2025	25,815.00		25,815.00
Vendor: 1773	**STAPLES ADVANTAGE**			**Payable Count: (1)**	**606.02**
6038697349	Office Supplies	08/12/2025	606.02		606.02
Vendor: 1223	**SUBURBAN LABORATORIES, INC.**			**Payable Count: (1)**	**870.00**
GA5003802	Aluminum Testing	07/31/2025	870.00		870.00
Vendor: 2519	**Tai Ginsberg & Associates, LLC**			**Payable Count: (1)**	**10,000.00**
3579	Retainer: Strategic Funding & Advocacy Consulting	07/31/2025	10,000.00		10,000.00
Vendor: 2029	**TREE TOWNS IMAGING & COLOR GRAPHICS**			**Payable Count: (2)**	**559.80**
0000319827	Copies of Regional Map	07/31/2025	478.80		478.80
0000319968	Copies of Regional Map	07/31/2025	81.00		81.00
Vendor: 1080	**TYLER TECHNOLOGIES, INC**			**Payable Count: (1)**	**542.50**
025-519990	Maintenance: 9/1/25-8/31/26	08/07/2025	542.50		542.50
Vendor: 1404	**VIKING AWARDS, INC.**			**Payable Count: (1)**	**60.00**
3619	Engraving on Water Bottles	07/15/2025	60.00		60.00
Vendor: 1131	**VILLA PARK OFFICE EQUIPMENT**			**Payable Count: (1)**	**575.99**
82089	Office Chair	07/17/2025	575.99		575.99
Vendor: 2096	**William A. Fates**			**Payable Count: (1)**	**1,666.67**
INV0008428	Service as Treasurer: August 2025	08/07/2025	1,666.67		1,666.67
Vendor: 2562	**Xerox IT Solutions**			**Payable Count: (1)**	**876.00**
01585209	APC UPS CS 500	08/07/2025	876.00		876.00
			Payable Account 01-211000	**Payable Count: (37) Total:**	**13,450,159.46**

Payable Account Summary

Account		Count	Amount
01-211000 - ACCOUNTS PAYABLE		37	13,450,159.46
	Report Total:	**37**	**13,450,159.46**

Payable Fund Summary

Fund			Amount
01 - WATER FUND		37	13,450,159.46
	Report Total:	**37**	**13,450,159.46**

DUPAGE WATER COMMISSION
ITEMS TO BE PAID BY 9-18-25
Board Meeting Date: August 21, 2025

Estimate Amount	Description	Check Number	Payment Date	Payment Amount
80,000.00	Blue Cross Blue Shield - Health Insurance			
8,500.00	Euclid Managers - Dental Insurance			
12,500.00	Illinois Public Risk Fund - Workers Comp.			
200.00	Envision Health Care - Administration Fees			
400.00	Healthiest You			
150.00	NCPERS - IMRF			
35,000.00	ComEd - Utility Charges			
400,000.00	Mid American Energy Services - Utility Charges			
180,000.00	City of Chicago - Lexington. Electric			
45,000.00	City of Chicago - Lexington Labor Costs			
35,000.00	City of Chicago - Repairs & Maintenance			
2,000.00	City of Naperville -Meter Station Electric Bills			
15,000.00	Nicor - Gas			
400.00	Comcast - Internet Service			
3,000.00	AT & T - Telephone Charges			
3,000.00	AT & T - Scada Backhaul Network/IP Flex			
1,000.00	Fed - Ex - Postage/Delivery			
5,000.00	Procurement Card Charges - $350 Travel. $2650 Training, $1000 WaterLink, $50 Subscriptions $450 Administrative, $150 Office Supplies, $200 Computers $150 Pipeline			
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	Grainger - Supplies for Operations			
2,500.00	Verizon - Wireless Service			
500.00	Verizon Connect - Diagnostics			
100.00	City of Aurora - Microbial Analysis			
150.00	Logical Media - Hosting Services			
1,700.00	William Fates - Treasurer			
6,000.00	Baker Tilly			
45,000.00	Schirott, Luetkehans & Garner, LLC			
20,000.00	Schirott, Luetkehans & Garner, LLC - MOY			
7,000.00	Xerox (Formerly IT Savvy) - Network Support			
200.00	Alexander Kefaloukos - Security			
600.00	Red Wing - Uniforms			
100.00	Elmhurst Occupational Health - New employee			
500.00	Elmhurst Standard Plaza - Vehicle Maintenance			
200.00	Sooper Lube - Vehicle Maintenance			
200.00	Sterling - Background Checks			
5,000.00	Storino Ramello & Durkin			
500.00	Local 399 Training courses			
30,000.00	Altorfer - Diesel Generator Gold Service/Oil Change			
600.00	Atomatic - Repairs to AHU			
2,000.00	Beary - Tanksite Landscaping			
2,000.00	Beary - Landscaping			
10,000.00	Beary - Dead Tree Service at Northbrook Property			
2,000.00	Bedrock - Landscaping			
400.00	Core & Main - Remote Facilities Supplies			
500.00	Ebel's Ace Hardware - Project Supplies			
20,000.00	Ferguson - Additional Valve Assessments			
2,000.00	Home Depot - Project Supplies			
200.00	JJ Keller - Labor Law Subscription Renewal			
400.00	JJ Keller - OSHA Subscription Renewal			
3,000.00	Joliet Electric Motor - Motor #3 Additional Work			
400.00	McMaster Carr - Locate Here Signs			

DUPAGE WATER COMMISSION
ITEMS TO BE PAID BY 9-18-25
Board Meeting Date: August 21, 2025

100.00	McMaster Carr - Maintenance Supplies
5,800.00	Meccon - Valve Replacement Project
300.00	Microcenter - Diagnostics for Laptops
1,000.00	Microcenter - Laptop Repair
3,500.00	Motor Doc - Review/Report of Large Motor Repair Recommendations
600.00	Motorola - Handheld Radio Battery Replacement
200.00	Office Depot - Office Supplies
1,300.00	Park Place - Network Support for Switch Upgrade
1,000.00	Program One - Window Cleaning
100.00	Porter Pipe - Maintenance Supplies
600.00	Republic - Dumpster Rental
1,200.00	Specialty Mat - Mat Service
100.00	Staples - Office Supplies
4,600.00	US Upfitters - Light Bar and Arrow Stick for Dump Truck
500.00	Weld All - Fabricate Box for Dump Truck Onboard Generator Plug
100.00	Weather Channel - Annual Subscription
10,000.00	Sikich - Audit Fees
10,000.00	Tai Ginsberg
10,000.00	Marquardt & Humes
800,000.00	LAN - WaterLink Design
32,000.00	DeLasCasas - Task Order 12
40,000.00	Burns & McDonnell - WaterLink Program Management
52,000.00	Burns & McDonnell - Hydraulic Modeling
25,000.00	AECOM - Lombard MS/PAS Design
300,000.00	Baxter & Woodman - SCADA
60,000.00	Carollo - SCADA
40,000.00	Strand - SCADA & Switchgear Improvement Project
60,000.00	Schneider - Access Controls, Misc Items
110,000.00	Benchmark - R-45-25 Highland Avenue
8,500.00	Neri - R-62-25 Structure on Prince Crossing
2,500.00	DeLasCasas - Quarterly Rectifiers Inspection
10,000.00	McWilliams - R-44-25 Electric Panels
30,000.00	ACIPCO - Steel Pipe Replacement
1,000.00	Sikich/Alpha Graphics - Event Table Sign
2,630,125.00	

MEMORANDUM

To: Commissioners

From: Paul D. May, P.E., General Manager

Date: August 14, 2025

Subject: Luetkehans, Brady, Garner & Armstrong May 2025 Invoices

I reviewed the Luetkehans, Brady, Garner & Armstrong invoices for services rendered during the period of May 1, 2025 through May 31, 2025 and recommend it for approval. The invoices should be placed on the August 21, 2025 Commission meeting accounts payable.

May 2025
Luetkehans Brady Garner & Armstrong

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
General	$11,544.00	44.40	$260.00	Luetkehans (23.70 @ $260/hr.) Garner (12.40 @260/hr) Armstrong (2.40 @260/hr.) Gonzalez (5.90 @260/hr)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Misc:	$135.60				
Total:	$11,679.60	44.40	$260.00		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
Source Water	$6,630.00	25.50	$260.00	Luetkehans (6.80 @260/hr.) Garner (1.00 @260/hr.) Gonzales (17.70 @260/hr.)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Previous Balance					
Misc Credits:					
Total:	$6,630.00	25.50	$260.00		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
MOY Land Acquisition	$3,094.00	11.90	$260.00	Luetkehans (5.20 @ $260/hr.) Armstrong (3.20 @260/hr.) Gonzales (3.50 @260/hr.)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Misc:	$0.00				
Total:	$3,094.00	11.90	$260.00		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
Chicago Contract	$1,248.00	4.80	$260.00	Luetkehans (4.80 @ $260/hr.)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Misc:	$37.80				
Misc: Georges & Synowiecki	$480.25				
Total:	$1,766.05	4.80	$260.00		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
Aqua	$468.00	1.80	$260.00	Luetkehans (4.80 @ $260/hr.)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Misc:	$0.00				
Misc:	$0.00				
Total:	$468.00	1.80	$260.00		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
MOY Construction	$1,118.00	4.30	$260.00	Luetkehans (1.40 @ $260/hr.) Armstrong (2.90 @260/hr)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Misc:	$0.00				
Misc:	$0.00				
Total:	$1,118.00	4.30	$260.00		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
MOY	$390.00	1.50	$260.00	Luetkehans (1.50 @ $260/hr.)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Misc:	$0.00				
Misc: Georges & Synowiecki	$0.00				
Total:	$390.00	1.50	$260.00		

Total of all invoices:	$25,145.65	86.60	$260.00

MEMORANDUM

To: Commissioners

From: Paul D. May, P.E., General Manager

Date: August 14, 2025

Subject: Luetkehans, Brady, Garner & Armstrong June 2025 Invoices

I reviewed the Luetkehans, Brady, Garner & Armstrong invoices for services rendered during the period of June 1, 2025 through June 30, 2025 and recommend it for approval. The invoices should be placed on the August 21, 2025 Commission meeting accounts payable.

June 2025
Luetkehans Brady Garner & Armstrong

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
General	$9,204.00	35.40	$260.00	Luetkehans (24.90 @ $260/hr.) Garner (8.60 @260/hr) Armstrong (1.90 @260/hr.)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
MaRous & Company	$4,000.00				
Misc:	$139.40				
Total:	$13,343.40	35.40	$260.00		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
Source Water	$2,886.00	11.10	$260.00	Luetkehans (6.80 @260/hr.) Armstrong (4.30 @260/hr.)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Previous Balance					
Misc Credits:	$ 257.97				
Total:	$3,143.97	11.10	$260.00		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
MOY Land Acquisition	$5,278.00	20.30	$260.00	Luetkehans (6.40 @ $260/hr.) Garner (9.70 @260/hr.) Gonzales (4.20 @260/hr.)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Misc:	$0.00				
Total:	$5,278.00	20.30	$260.00		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
Chicago Contract	$2,418.00	9.30	$260.00	Luetkehans (9.30 @ $260/hr.)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Misc:	$75.80				
Misc: Georges & Synowiecki	$1,260.00				
Total:	$3,753.80	9.30	$260.00		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
MOY Construction	$78.00	0.30	$260.00	Luetkehans (0.30 @ $260/hr.)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Misc:	$0.00				
Misc:	$0.00				
Total:	$78.00	0.30	$260.00		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
MOY	$1,898.00	7.30	$260.00	Luetkehans (7.30 @ $260/hr.)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Misc:	$0.00				
Misc:	$0.00				
Total:	$1,898.00	7.30	$260.00		

Total of all invoices:	$27,495.17	76.10	$260.00

MEMORANDUM

To: Commissioners

From: Paul D. May, P.E., General Manager

Date: August 14, 2025

Subject: Luetkehans, Brady, Garner & Armstrong July 2025 Invoices

I reviewed the Luetkehans, Brady, Garner & Armstrong invoices for services rendered during the period of July 1, 2025 through July 31, 2025 and recommend it for approval. The invoices should be placed on the August 21, 2025 Commission meeting accounts payable.

July 2025
Luetkehans Brady Garner & Armstrong

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
General	$5,148.00	19.80	$260.00	Luetkehans (10.30 @ $260/hr.) Garner (7.70 @260/hr) Armstrong (1.60 @260/hr.) Gonzales (0.20 @260/hr)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
MaRous & Company	$0.00				
Misc:	$0.00				
Total:	$5,148.00	19.80	$260.00		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
Source Water	$4,030.00	15.50	$260.00	Luetkehans (12.20 @260/hr.) Armstrong (3.30 @260/hr.)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Previous Balance					
Misc Credits:	$ 39.20				
Total:	$4,069.20	15.50	$260.00		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
MOY Land Acquisition	$15,600.00	60.00	$260.00	Luetkehans (15.20 @ $260/hr.) Garner (44.80 @260/hr.)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Misc:	$6.00				
Total:	$15,606.00	60.00	$260.00		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
Chicago Contract	$3,042.00	11.70	$260.00	Luetkehans (11.70 @ $260/hr.)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Misc:	$115.80				
Misc: Georges & Synowiecki	$3,030.00				
Total:	$6,187.80	11.70	$260.00		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
MOY Construction	$754.00	2.90	$260.00	Luetkehans (1.20 @ $260/hr.) Armstrong (1.70 @ $260/hr)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Misc:	$0.00				
Misc:	$0.00				
Total:	$754.00	2.90	$260.00		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
MOY	$624.00	2.40	$260.00	Luetkehans (1.90 @ $260/hr.) Armstrong (0.50 @ $260/hr)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Misc:	$0.00				
Misc:	$0.00				
Total:	$624.00	2.40	$260.00		

Total of all invoices:	$32,389.00	107.00	$260.00

Resolution #: O-8-25

Account: 01-80-8520

Approvals: *Author / Manager / Finance / Admin*

JL JML CAP PDM

REQUEST FOR BOARD ACTION

Date: 8/14/2025

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

Agenda Section: Engineering & Construction

Originating Department: Engineering

Ordinance No. O-8-25 would authorize the General Manager, his staff and the Commission's attorneys and consultants to initiate negotiations for the acquisition of easements determined to be necessary to construct the WaterLink Pipeline Project.

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

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

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

Recommended Motion:

To adopt Ordinance No. O-8-25

DUPAGE WATER COMMISSION

ORDINANCE NO. O-8-25

AN ORDINANCE RESCINDING CERTAIN PORTIONS OF ORDINANCE NO. 0-5-25 AND AUTHORIZING THE NEGOTIATION FOR THE ACQUISITION OF EASEMENTS BY THE DUPAGE WATER COMMISSION OVER CERTAIN PROPERTY FOR THE PURPOSE OF PROVIDING WATER TO THE VILLAGE OF MONTGOMERY, THE VILLAGE OF OSWEGO AND THE UNITED CITY OF YORKVILLE

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 (the "Project"); and

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

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

thereto; and

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

WHEREAS, on April 17, 2025, the Commission enacted Ordinance No. 0-5-25, which included the authority to acquire by negotiation certain easements attached to Ordinance No. 0-5-25 as Exhibits 3, 4, 5, 6, 7, 8 and 20; and

WHEREAS, upon further research, it has been determined that the easements attached to Ordinance No. 0-5-25 as Exhibits 3, 4, 5, 6, 7, 8 and 20 need to be modified in order to properly construct the Project; and

WHEREAS, the authority granted in Ordinance No. 0-5-25 is hereby rescinded as it applies only to the easements set forth in Exhibits 3, 4, 5, 6, 7, 8 and 20 – the remainder of Ordinance No. 0-5-25 remains in full force and effect; 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 32; and

WHEREAS, the Board of Commissioners of the Commission find that the easements over the parcels of real estate as described in the attached Exhibits 1 through 32 should be acquired and are necessary and desirable for the purposes as hereinabove set forth; and

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

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

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

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

SECTION TWO: That it is necessary and desirable that the easements over the real estate described in Exhibits 1 through 32 attached hereto, be acquired by the Commission for one or more of the purposes set forth.

SECTION THREE: That the General Manager, his staff and the Commission's attorneys and consultants be, and hereby are, authorized and directed to negotiate for the acquisition of the easements described in Exhibits 1 through 32, 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-8-25.docx

GRANT OF
PERMANENT EASEMENT
TO DUPAGE WATER COMMISSION

_____
_____,
their successors, assigns, heirs, administrators and executors (hereinafter collectively referred to as "Grantor"), for and in consideration of the sum of _____ and No/100 Dollars ($_____), and other good and valuable consideration, in hand paid by DuPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, et seq. and 70 ILCS 3720/1, et seq. (hereinafter "Grantee"), the sufficiency and receipt of which is hereby acknowledged, do hereby give and grant unto said Grantee, its successors and assigns, a perpetual, exclusive easement and right-of-way for the purpose of laying, installing, maintaining, operating, renewing, repairing, replacing and removing water mains, manholes and manhole structures, and other facilities and equipment related thereto (hereinafter "Grantee's Facilities"), in, upon, under, along and across the following described property (hereinafter "Easement Premises"):

SEE EXHIBIT "A" ATTACHED HERETO.

together with reasonable right of access thereto for said purposes. This Permanent Easement is exclusive to Grantee. Grantor hereby reserves the right to use the Easement Premises above grade in a manner that does not prevent or interfere with the exercise by Grantee of the rights granted under this Permanent Easement provided, however, that Grantor shall not use or place, or cause or permit to be used or placed, within the Easement Premises any structure, equipment or item whose weight or load will cause damage to Grantee's Facilities or which will in any manner interfere with, disturb, damage, destroy, injure, obstruct or permit to be obstructed Grantee's Facilities or the Easement Premises, shall not interfere with Grantee's access to the Easement Premises or Grantee's Facilities, and shall not connect or permit the connection of Grantee's Facilities to any of Grantor's facilities at any time whatsoever without the prior written consent of Grantee.

Grantee shall restore that portion of Grantor's Property damaged and/or disturbed by Grantee during the original installation of Grantee's Facilities on the Easement Premises and during any subsequent maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's Property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Easement Premises may be temporarily removed during original installation or during maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

To the fullest extent permitted by law, the Grantee agrees to indemnify, defend and hold Grantor, its officers,

directors, employees and tenants harmless from and against all liability, claims, damages, losses and reasonable expenses arising out of or resulting from the Easement Agreement, excepting, however, any such matters which arise out of the acts or omissions of Grantor or their agents, employees, successors, assigns, heirs, administrators, executors or affiliates.

Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Property in exercising its rights granted herein. Grantee shall access the Easement and its facilities utilizing the Easement Premises or public rights-of-way, provided that if Grantee requires temporary access to its Easement and facilities through Grantor's Property, Grantee shall provide notice thereto to Grantor and the parties shall negotiate in good faith to provide such temporary access. Grantor's consent to such temporary access shall not be unreasonably withheld, conditioned or delayed, and Grantee shall restore any part of the Grantor's Property damaged as a result of such utilization to at least as good a condition it was prior to Grantee utilizing the temporary access.

Grantor represents and warrants to the Grantee that the Grantor (i) is the true and lawful owner of the Property described herein and has full right and power to grant and convey the rights granted and conveyed herein, and (ii) has not granted any other permanent rights to, through, across or along the Easement Premises that would prevent Grantee from utilizing the Easement Premises for the intended purposes.

By recording this Grant of Easement, Grantee acknowledges its acceptance hereof and its obligations hereunder and agrees to be bound by the terms hereof.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this _____ day of _____, A.D., 2025.

[OWNER NAME]

_____

_____

This document prepared by
and returned to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive
Suite 305
West Chicago, IL 60185

Property Address:

_____
_____
PIN: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

EXHIBIT A

Legal Description/Depiction of Permanent Easement Area

Route: FW-1/25 (Section 1)
Section: 12-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0305 Permanent Easement

Index No.: 03-12-300-012

That part of the Southwest Quarter of the Northwest Quarter of Section 12, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northeast corner of said Southwest Quarter of the Northwest Quarter of Section 12; thence South 89 degrees 01 minutes 54 seconds West along the north line of said Southwest Quarter of the Northwest Quarter of Section 12 a distance of 40.00 feet, to a line 40.00 feet west of and parallel with the east line of said Southwest Quarter of the Northwest Quarter of Section 12; thence South 01 degrees 03 minutes 09 seconds East along said parallel line a distance of 1322.20 feet, to the south line of said Southwest Quarter of the Northwest Quarter of Section 12; thence South 88 degrees 58 minutes 55 seconds West along said south line a distance of 15.00 feet, to a line 55.00 feet west of and parallel with said east line of the Southwest Quarter of the Northwest Quarter of Section 12; thence North 01 degrees 03 minutes 09 seconds West along said parallel line a distance of 1322.21 feet, to said north line of the Southwest Quarter of the Northwest Quarter of Section 12; thence North 89 degrees 01 minutes 54 seconds East along said north line a distance of 15.00 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.455 acres, more or less or 19,833 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.

W I T N E S S E T H

1. Incorporation of Recitals and Easement Agreement. The Recitals set forth above are incorporated herein by this reference and made a part of the substantive terms of this Agreement as if once again fully set forth.

2. Temporary Easement. Grantor, for and in consideration of the sum of _____ and No/100 Dollars ($_____), and other good and valuable

consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the Temporary Construction Easement Exhibit (the "Temporary Easement Area"), attached hereto as Exhibit A, to complete the construction and installation of the Facilities. Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Grantor's property in exercising its rights granted herein.

3. **Expiration**. This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire, without any action by either party, three years from the date of the execution of this Agreement by Grantee.

4. **Liens**. Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor or the Temporary Easement Area in favor of Grantee or Grantee's consultants or subcontractors ("Grantee's Agents"). Grantee shall indemnify, defend and hold harmless Grantor and the Temporary Easement Area from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee or Grantee's Agents, and, in the event that any such lien shall arise or accrue against Grantor or the Temporary Easement Area, Grantee shall, promptly following written notice from Grantor of the lien, cause such lien to be released of record by payment thereof or posting of a bond with Grantor in a form and amount which is reasonably satisfactory to Grantor.

5. **Restoration**. Grantee shall restore that portion of Grantor's property damaged and/or disturbed by Grantee during the original installation of Grantee's facilities on the Temporary Easement Area to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting,

Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Temporary Easement Area may be temporarily removed during original installation of Grantee's Facilities on the Temporary Easement Area, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

6. **Reservation**. Grantor reserves the right to use and to allow others the right to use the Temporary Easement Area in any manner that will not adversely affect or materially interfere with the exercise by Grantee of the rights herein granted.

7. **Insurance**. Prior to entry upon the Temporary Easement Area, and at all times during use of the Temporary Easement Area, Grantee and/or Grantee's agents shall have in effect worker's compensation insurance with statutory limits of coverage and commercial general liability insurance naming Grantor as an additional insured with waiver of subrogation and with limits not less than One Million Dollars ($1,000,000) for personal injury, including bodily injury and death, and property damage. Upon written request of Grantor, Grantee shall deliver to Grantor certificates of insurance evidencing such coverage.

8. **Release of Claims; Indemnity**. Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, Grantor's beneficiary(ies) and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "Grantor Indemnitees") from any and all liability, loss, claims,

demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for damage, destruction or theft of property which is directly or indirectly due to operations on, or the use of, the Temporary Easement Area (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities) by Grantee, its agents, employees and contractors, and for those claiming through any of them (collectively the "Grantee Group"), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions.

To the fullest extent permitted by law, Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to Grantee's activities, operations or use of the Temporary Easement Area, or the exercise of Grantee's rights hereunder, by Grantee Group or any member thereof (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions. Grantee will be responsible for all safety measures during the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities to prevent injury to person or damage to property.

9. Exceptions. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and

regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. **Damages**. To the extent Grantee is unable to restore Grantor's property, Grantee shall reimburse Grantor for any damages to Grantor's property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

11. **Grantee's Execution**. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

12. **Modification or Termination**. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of _____ County, Illinois.

13. **Notices**. All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR: _____
_____
_____
_____
Email:

with a copy to: _____
_____
_____
Email:

If to GRANTEE:

Paul May
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

with a copy to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
Email: pal@lbgalaw.com

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

GRANTOR:

_____

_____

GRANTEE:

DUPAGE WATER COMMISSION

By:_____

Its:_____

This instrument prepared by
and after recording return to:

Phillip A. Luetkehans, Esq.
LUETKEHANS, BRADY, GARNER & ARMSTRONG, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
pal@lbgalaw.com
630-773-8500

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 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 1)
Section:	12-37-8
County:	Kendall
Job No.:	23-R0494
Parcel:	0305 Temporary Easement 1
Index No.:	03-12-300-012

That part of the Southwest Quarter of the Northwest Quarter of Section 12, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northeast corner of said Southwest Quarter of the Northwest Quarter of Section 12; thence South 89 degrees 01 minutes 54 seconds West along the north line of said Southwest Quarter of the Northwest Quarter of Section 12 a distance of 5.00 feet, to the Point of Beginning; thence continuing South 89 degrees 01 minutes 54 seconds West along said north line a distance of 35.00 feet, to a line 40.00 feet west of and parallel with the east line of said Southwest Quarter of the Northwest Quarter of Section 12; thence South 01 degrees 03 minutes 09 seconds East along said parallel line a distance of 1322.20 feet, to the south line of said Southwest Quarter of the Northwest Quarter of Section 12; thence North 88 degrees 58 minutes 55 seconds East along said south line a distance of 17.50 feet, to a line 22.50 feet west of and parallel with said east line of the Southwest Quarter of the Northwest Quarter of Section 12; thence North 01 degrees 03 minutes 09 seconds West along said parallel line a distance of 41.60 feet; thence North 08 degrees 30 minutes 01 seconds East a distance of 105.45 feet, to a line 5.00 feet west of and parallel with said east line of the Southwest Quarter of the Northwest Quarter of Section 12; thence North 01 degrees 03 minutes 09 seconds West along said parallel line a distance of 1176.57 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 1.025 acres, more or less or 44,638 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.

W I T N E S S E T H

1. Incorporation of Recitals and Easement Agreement. The Recitals set forth above are incorporated herein by this reference and made a part of the substantive terms of this Agreement as if once again fully set forth.

2. Temporary Easement. Grantor, for and in consideration of the sum of _____ and No/100 Dollars ($_____), and other good and valuable

consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the Temporary Construction Easement Exhibit (the "Temporary Easement Area"), attached hereto as Exhibit A, to complete the construction and installation of the Facilities. Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Grantor's property in exercising its rights granted herein.

3. **Expiration**. This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire, without any action by either party, three years from the date of the execution of this Agreement by Grantee.

4. **Liens**. Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor or the Temporary Easement Area in favor of Grantee or Grantee's consultants or subcontractors ("Grantee's Agents"). Grantee shall indemnify, defend and hold harmless Grantor and the Temporary Easement Area from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee or Grantee's Agents, and, in the event that any such lien shall arise or accrue against Grantor or the Temporary Easement Area, Grantee shall, promptly following written notice from Grantor of the lien, cause such lien to be released of record by payment thereof or posting of a bond with Grantor in a form and amount which is reasonably satisfactory to Grantor.

5. **Restoration**. Grantee shall restore that portion of Grantor's property damaged and/or disturbed by Grantee during the original installation of Grantee's facilities on the Temporary Easement Area to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting,

Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Temporary Easement Area may be temporarily removed during original installation of Grantee's Facilities on the Temporary Easement Area, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

6. **Reservation**. Grantor reserves the right to use and to allow others the right to use the Temporary Easement Area in any manner that will not adversely affect or materially interfere with the exercise by Grantee of the rights herein granted.

7. **Insurance**. Prior to entry upon the Temporary Easement Area, and at all times during use of the Temporary Easement Area, Grantee and/or Grantee's agents shall have in effect worker's compensation insurance with statutory limits of coverage and commercial general liability insurance naming Grantor as an additional insured with waiver of subrogation and with limits not less than One Million Dollars ($1,000,000) for personal injury, including bodily injury and death, and property damage. Upon written request of Grantor, Grantee shall deliver to Grantor certificates of insurance evidencing such coverage.

8. **Release of Claims; Indemnity**. Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, Grantor's beneficiary(ies) and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "Grantor Indemnitees") from any and all liability, loss, claims,

demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for damage, destruction or theft of property which is directly or indirectly due to operations on, or the use of, the Temporary Easement Area (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities) by Grantee, its agents, employees and contractors, and for those claiming through any of them (collectively the "Grantee Group"), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions.

To the fullest extent permitted by law, Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to Grantee's activities, operations or use of the Temporary Easement Area, or the exercise of Grantee's rights hereunder, by Grantee Group or any member thereof (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions. Grantee will be responsible for all safety measures during the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities to prevent injury to person or damage to property.

9. **Exceptions**. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and

regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. **Damages**. To the extent Grantee is unable to restore Grantor's property, Grantee shall reimburse Grantor for any damages to Grantor's property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

11. **Grantee's Execution**. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

12. **Modification or Termination**. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of _____ County, Illinois.

13. **Notices**. All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR: _____
_____
_____
_____
Email:

with a copy to: _____
_____
_____
Email:

If to GRANTEE:

Paul May
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

with a copy to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
Email: pal@lbgalaw.com

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

GRANTOR:

_____

_____

GRANTEE:

DUPAGE WATER COMMISSION

By:_____

Its:_____

This instrument prepared by
and after recording return to:

Phillip A. Luetkehans, Esq.
LUETKEHANS, BRADY, GARNER & ARMSTRONG, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
pal@lbgalaw.com
630-773-8500

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 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 1)
Section:	12-37-8
County:	Kendall
Job No.:	23-R0494
Parcel:	0305 Temporary Easement 2
Index No.:	03-12-300-012

That part of the Southwest Quarter of the Northwest Quarter of Section 12, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northeast corner of said Southwest Quarter of the Northwest Quarter of Section 12; thence South 89 degrees 01 minutes 54 seconds West along the north line of said Southwest Quarter of the Northwest Quarter of Section 12 a distance of 40.00 feet, to a line 40.00 feet west of and parallel with the east line of said Southwest Quarter of the Northwest Quarter of Section 12; thence South 01 degrees 03 minutes 09 seconds East along said parallel line a distance of 1322.20 feet, to the south line of said Southwest Quarter of the Northwest Quarter of Section 12; thence South 88 degrees 58 minutes 55 seconds West along said south line a distance of 15.00 feet, to a line 55.00 feet west of and parallel with said east line of the Southwest Quarter of the Northwest Quarter of Section 12 and the Point of Beginning; thence North 01 degrees 03 minutes 09 seconds West along said parallel line a distance of 78.00 feet, to a line 78.00 feet north of and parallel with said south line of the Southwest Quarter of the Northwest Quarter of Section 12; thence South 88 degrees 58 minutes 55 seconds West along said parallel line a distance of 20.00 feet, to a line 75.00 feet west of and parallel with said east line of the Southwest Quarter of the Northwest Quarter of Section 12; thence South 01 degrees 03 minutes 09 seconds East along said parallel line a distance of 78.00 feet, to said south line of the Southwest Quarter of the Northwest Quarter of Section 12; thence North 88 degrees 58 minutes 55 seconds East along said south line a distance of 20.00 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.036 acres, more or less or 1,560 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 1)
Section:	22-37-8
County:	Kendall
Job No.:	23-R0494
Parcel:	0331 Permanent Easement 1
Index No.:	03-15-400-003 03-22-200-001

That part of the north 35.0 acres of the Northeast Quarter of Section 22, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northwest corner of said Northeast Quarter of Section 22; thence South 01 degrees 22 minutes 38 seconds East along the west line of said Northeast Quarter a distance of 144.40 feet, to the Point of Beginning; thence continuing South 01 degrees 22 minutes 38 seconds East along said west line a distance of 53.45 feet; thence South 17 degrees 40 minutes 34 seconds East distance of 53.45 feet, to a line 15.00 feet east of and parallel with said west line of the Northeast Quarter; thence South 01 degrees 22 minutes 38 seconds East along said parallel line a distance of 328.60 feet, to the south line of said north 35.0 acres of the Northeast Quarter; thence North 88 degrees 46 minutes 33 seconds East along said south line a distance of 15.00 feet, to a line 30.00 feet east of and parallel with said west line of the Northeast Quarter; thence North 01 degrees 22 minutes 38 seconds West along said parallel line a distance of 330.79 feet; thence North 17 degrees 40 minutes 34 seconds West a distance of 106.90 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 0.141 acres, more or less or 6,148 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 1)
Section:	15-37-8
County:	Kendall
Job No.:	23-R0494
Parcel:	0331 Permanent Easement 2
Index No.:	03-15-400-003 03-22-200-001

That part of the east 165.0 feet of the Southwest Quarter of Section 15, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the southeast corner of said Southwest Quarter of Section 15; thence South 88 degrees 46 minutes 59 seconds West along the south line of said Southwest Quarter a distance of 42.26 feet, to the Point of Beginning; thence North 17 degrees 40 minutes 34 seconds West a distance of 120.97 feet; thence North 10 degrees 23 minutes 19 seconds West a distance of 186.86 feet; thence North 03 degrees 32 minutes 50 seconds West a distance of 145.97 feet, to a line 53.00 feet east of and parallel with the west line of said 165.0 feet of the Southwest Quarter; thence North 01 degrees 14 minutes 58 seconds West along said parallel line a distance of 643.54 feet, to the north line of property conveyed per deed Document Number 2006-00032746; thence South 88 degrees 47 minutes 13 seconds West along said north line a distance of 15.00 feet, to a line 38.00 feet east of and parallel with the west line of said 165.00 feet of the Southwest Quarter; thence South 01 degrees 14 minutes 58 seconds East along said parallel line a distance of 643.85 feet; thence South 03 degrees 32 minutes 50 seconds East a distance of 147.17 feet; thence South 10 degrees 23 minutes 19 seconds East a distance of 188.71 feet; thence South 17 degrees 40 minutes 34 seconds East a distance of 117.50 feet, to said south line of the Southwest Quarter; thence North 88 degrees 46 minutes 59 seconds East along said south line a distance of 15.64 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.378 acres, more or less or 16,459 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.

W I T N E S S E T H

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. <u>Exceptions</u>. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and

regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. **Damages**. To the extent Grantee is unable to restore Grantor's property, Grantee shall reimburse Grantor for any damages to Grantor's property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

11. **Grantee's Execution**. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

12. **Modification or Termination**. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of _____ County, Illinois.

13. **Notices**. All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR: _____
_____
_____
_____
Email:

with a copy to: _____
_____
_____
Email:

If to GRANTEE:

Paul May
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

with a copy to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
Email: pal@lbgalaw.com

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

GRANTOR:

_____

_____

GRANTEE:

DUPAGE WATER COMMISSION

By:_____

Its:_____

This instrument prepared by
and after recording return to:

Phillip A. Luetkehans, Esq.
LUETKEHANS, BRADY, GARNER & ARMSTRONG, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
pal@lbgalaw.com
630-773-8500

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

Route:	FW-1/25 (Section 1)
Section:	22-37-8
County:	Kendall
Job No.:	23-R0494
Parcel:	0331 Temporary Easement 1
Index No.:	03-15-400-003 03-22-200-001

That part of the north 35.0 acres of the Northeast Quarter of Section 22, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northwest corner of said Northeast Quarter of Section 22; thence South 01 degrees 22 minutes 38 seconds East along the west line of said Northeast Quarter a distance of 55.32 feet, to the Point of Beginning; thence continuing South 01 degrees 22 minutes 38 seconds East along said west line a distance of 89.08 feet; thence South 17 degrees 40 minutes 34 seconds East distance of 106.90 feet, to a line 30.00 feet east of and parallel with said west line of the Northeast Quarter; thence South 01 degrees 22 minutes 38 seconds East along said parallel line a distance of 330.79 feet, to the south line of said north 35.0 acres of the Northeast Quarter; thence North 88 degrees 46 minutes 33 seconds East along said south line a distance of 25.00 feet, to a line 55.00 feet east of and parallel with said west line of the Northeast Quarter; thence North 01 degrees 22 minutes 38 seconds West along said parallel line a distance of 334.44 feet; thence North 17 degrees 40 minutes 34 seconds West a distance of 195.97 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 0.278 acres, more or less or 12,101 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.

W I T N E S S E T H

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. <u>Exceptions</u>. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and

regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. **Damages**. To the extent Grantee is unable to restore Grantor's property, Grantee shall reimburse Grantor for any damages to Grantor's property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

11. **Grantee's Execution**. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

12. **Modification or Termination**. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of _____ County, Illinois.

13. **Notices**. All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR: _____
_____
_____
_____
Email:

with a copy to: _____
_____
_____
Email:

If to GRANTEE:

Paul May
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

with a copy to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
Email: pal@lbgalaw.com

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

GRANTOR:

_____

_____

GRANTEE:

DUPAGE WATER COMMISSION

By:_____

Its:_____

This instrument prepared by
and after recording return to:

Phillip A. Luetkehans, Esq.
LUETKEHANS, BRADY, GARNER & ARMSTRONG, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
pal@lbgalaw.com
630-773-8500

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

Route:	FW-1/25 (Section 1)
Section:	15-37-8
County:	Kendall
Job No.:	23-R0494
Parcel:	0331 Temporary Easement 2
Index No.:	03-15-400-003 03-22-200-001

That part of the east 165.0 feet of the Southwest Quarter of Section 15, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the southeast corner of said Southwest Quarter of Section 15; thence South 88 degrees 46 minutes 59 seconds West along the south line of said Southwest Quarter a distance of 16.19 feet, to the Point of Beginning; thence continuing South 88 degrees 46 minutes 59 seconds West along said south line a distance of 26.07 feet; thence North 17 degrees 40 minutes 34 seconds West a distance of 120.97 feet; thence North 10 degrees 23 minutes 19 seconds West a distance of 186.86 feet; thence North 03 degrees 32 minutes 50 seconds West a distance of 145.97 feet, to a line 53.00 feet east of and parallel with the west line of said 165.0 feet of the Southwest Quarter; thence North 01 degrees 14 minutes 58 seconds West along said parallel line a distance of 643.54 feet, to the north line of property conveyed per deed Document Number 2006-00032746; thence North 88 degrees 47 minutes 13 seconds East along said north line a distance of 25.00 feet, to a line 78.00 feet east of and parallel with the west line of said 165.00 feet of the Southwest Quarter; thence South 01 degrees 14 minutes 58 seconds East along said parallel line a distance of 643.03 feet; thence South 03 degrees 32 minutes 50 seconds East a distance of 143.97 feet; thence South 10 degrees 23 minutes 19 seconds East a distance of 183.77 feet; thence South 17 degrees 40 minutes 34 seconds East a distance of 126.77 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 0.630 acres, more or less or 27,436 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 1)
Section: 12-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0341 Permanent Easement

Index No.: 03-12-100-020

That part of the Northwest Quarter of the Northwest Quarter of Section 12, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the southeast corner of said Northwest Quarter of the Northwest Quarter of Section 12; thence South 89 degrees 01 minutes 54 seconds West along the south line of said Northwest Quarter of the Northwest Quarter of Section 12 a distance of 40.00 feet, to the Point of Beginning; thence North 01 degrees 03 minutes 09 seconds West a distance of 2.34 feet, to a point on the south line of Lot 284 in Ogden Falls, Unit 3, Phase 1, being a subdivision of part of the Northeast Quarter of Section 11 and part of the Northwest Quarter of said Section 12, in said Township 37 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded as Document Number 9813314, which point is 15.00 feet west of the southeast corner of said Lot 284 as measured along said south line; thence South 89 degrees 05 minutes 09 seconds West along said south line a distance of 15.00 feet; thence South 01 degrees 03 minutes 09 seconds East a distance of 2.36 feet, to said south line of the Northwest Quarter of the Northwest Quarter of Section 12; thence North 89 degrees 01 minutes 54 seconds East along said south line a distance of 15.00 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 35 square feet, more or less.

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.

W I T N E S S E T H

1. Incorporation of Recitals and Easement Agreement. The Recitals set forth above are incorporated herein by this reference and made a part of the substantive terms of this Agreement as if once again fully set forth.

2. Temporary Easement. Grantor, for and in consideration of the sum of _____ and No/100 Dollars ($_____), and other good and valuable

consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the Temporary Construction Easement Exhibit (the "Temporary Easement Area"), attached hereto as Exhibit A, to complete the construction and installation of the Facilities. Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Grantor's property in exercising its rights granted herein.

3. **Expiration**. This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire, without any action by either party, three years from the date of the execution of this Agreement by Grantee.

4. **Liens**. Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor or the Temporary Easement Area in favor of Grantee or Grantee's consultants or subcontractors ("Grantee's Agents"). Grantee shall indemnify, defend and hold harmless Grantor and the Temporary Easement Area from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee or Grantee's Agents, and, in the event that any such lien shall arise or accrue against Grantor or the Temporary Easement Area, Grantee shall, promptly following written notice from Grantor of the lien, cause such lien to be released of record by payment thereof or posting of a bond with Grantor in a form and amount which is reasonably satisfactory to Grantor.

5. **Restoration**. Grantee shall restore that portion of Grantor's property damaged and/or disturbed by Grantee during the original installation of Grantee's facilities on the Temporary Easement Area to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting,

Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Temporary Easement Area may be temporarily removed during original installation of Grantee's Facilities on the Temporary Easement Area, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

6. **Reservation**. Grantor reserves the right to use and to allow others the right to use the Temporary Easement Area in any manner that will not adversely affect or materially interfere with the exercise by Grantee of the rights herein granted.

7. **Insurance**. Prior to entry upon the Temporary Easement Area, and at all times during use of the Temporary Easement Area, Grantee and/or Grantee's agents shall have in effect worker's compensation insurance with statutory limits of coverage and commercial general liability insurance naming Grantor as an additional insured with waiver of subrogation and with limits not less than One Million Dollars ($1,000,000) for personal injury, including bodily injury and death, and property damage. Upon written request of Grantor, Grantee shall deliver to Grantor certificates of insurance evidencing such coverage.

8. **Release of Claims; Indemnity**. Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, Grantor's beneficiary(ies) and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "Grantor Indemnitees") from any and all liability, loss, claims,

demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for damage, destruction or theft of property which is directly or indirectly due to operations on, or the use of, the Temporary Easement Area (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities) by Grantee, its agents, employees and contractors, and for those claiming through any of them (collectively the "Grantee Group"), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions.

To the fullest extent permitted by law, Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to Grantee's activities, operations or use of the Temporary Easement Area, or the exercise of Grantee's rights hereunder, by Grantee Group or any member thereof (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions. Grantee will be responsible for all safety measures during the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities to prevent injury to person or damage to property.

9. Exceptions. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and

regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. **Damages**. To the extent Grantee is unable to restore Grantor's property, Grantee shall reimburse Grantor for any damages to Grantor's property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

11. **Grantee's Execution**. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

12. **Modification or Termination**. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of _____ County, Illinois.

13. **Notices**. All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR: _____
_____
_____
_____
Email:

with a copy to: _____
_____
_____
Email:

If to GRANTEE:

Paul May
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

with a copy to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
Email: pal@lbgalaw.com

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

GRANTOR:

_____

_____

GRANTEE:

DUPAGE WATER COMMISSION

By:_____

Its:_____

This instrument prepared by
and after recording return to:

Phillip A. Luetkehans, Esq.
LUETKEHANS, BRADY, GARNER & ARMSTRONG, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
pal@lbgalaw.com
630-773-8500

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 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 1)
Section: 12-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0341 Temporary Easement

Index No.: 03-12-100-020

That part of the Northwest Quarter of the Northwest Quarter of Section 12, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the southeast corner of said Northwest Quarter of the Northwest Quarter of Section 12; thence South 89 degrees 01 minutes 54 seconds West along the south line of said Northwest Quarter of the Northwest Quarter of Section 12 a distance of 5.00 feet, to the Point of Beginning; thence continuing South 89 degrees 01 minutes 54 seconds West along said south line a distance of 35.00 feet; thence North 01 degrees 03 minutes 09 seconds West a distance of 2.34 feet, to a point on the south line of Lot 284 in Ogden Falls, Unit 3, Phase 1, being a subdivision of part of the Northeast Quarter of Section 11 and part of the Northwest Quarter of said Section 12, in said Township 37 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded as Document Number 9813314, which point is 15.00 feet west of the southeast corner of said Lot 284 as measured along said south line; thence North 89 degrees 05 minutes 09 seconds East along said south line and the easterly prolongation thereof a distance of 35.00 feet; thence South 01 degrees 03 minutes 09 seconds East a distance of 2.31 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 81 square feet, more or less.

GRANT OF
PERMANENT EASEMENT
TO DUPAGE WATER COMMISSION

_____
_____,
their successors, assigns, heirs, administrators and executors (hereinafter collectively referred to as "Grantor"), for and in consideration of the sum of _____ and No/100 Dollars ($_____), and other good and valuable consideration, in hand paid by DuPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, et seq. and 70 ILCS 3720/1, et seq. (hereinafter "Grantee"), the sufficiency and receipt of which is hereby acknowledged, do hereby give and grant unto said Grantee, its successors and assigns, a perpetual, exclusive easement and right-of-way for the purpose of laying, installing, maintaining, operating, renewing, repairing, replacing and removing water mains, manholes and manhole structures, and other facilities and equipment related thereto (hereinafter "Grantee's Facilities"), in, upon, under, along and across the following described property (hereinafter "Easement Premises"):

SEE EXHIBIT "A" ATTACHED HERETO.

together with reasonable right of access thereto for said purposes. This Permanent Easement is exclusive to Grantee. Grantor hereby reserves the right to use the Easement Premises above grade in a manner that does not prevent or interfere with the exercise by Grantee of the rights granted under this Permanent Easement provided, however, that Grantor shall not use or place, or cause or permit to be used or placed, within the Easement Premises any structure, equipment or item whose weight or load will cause damage to Grantee's Facilities or which will in any manner interfere with, disturb, damage, destroy, injure, obstruct or permit to be obstructed Grantee's Facilities or the Easement Premises, shall not interfere with Grantee's access to the Easement Premises or Grantee's Facilities, and shall not connect or permit the connection of Grantee's Facilities to any of Grantor's facilities at any time whatsoever without the prior written consent of Grantee.

Grantee shall restore that portion of Grantor's Property damaged and/or disturbed by Grantee during the original installation of Grantee's Facilities on the Easement Premises and during any subsequent maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's Property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Easement Premises may be temporarily removed during original installation or during maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

To the fullest extent permitted by law, the Grantee agrees to indemnify, defend and hold Grantor, its officers,

directors, employees and tenants harmless from and against all liability, claims, damages, losses and reasonable expenses arising out of or resulting from the Easement Agreement, excepting, however, any such matters which arise out of the acts or omissions of Grantor or their agents, employees, successors, assigns, heirs, administrators, executors or affiliates.

Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Property in exercising its rights granted herein. Grantee shall access the Easement and its facilities utilizing the Easement Premises or public rights-of-way, provided that if Grantee requires temporary access to its Easement and facilities through Grantor's Property, Grantee shall provide notice thereto to Grantor and the parties shall negotiate in good faith to provide such temporary access. Grantor's consent to such temporary access shall not be unreasonably withheld, conditioned or delayed, and Grantee shall restore any part of the Grantor's Property damaged as a result of such utilization to at least as good a condition it was prior to Grantee utilizing the temporary access.

Grantor represents and warrants to the Grantee that the Grantor (i) is the true and lawful owner of the Property described herein and has full right and power to grant and convey the rights granted and conveyed herein, and (ii) has not granted any other permanent rights to, through, across or along the Easement Premises that would prevent Grantee from utilizing the Easement Premises for the intended purposes.

By recording this Grant of Easement, Grantee acknowledges its acceptance hereof and its obligations hereunder and agrees to be bound by the terms hereof.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this _____ day of _____, A.D., 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: 11-37-7
14-37-7
County: Kendall
Job No.: 23-R0494
Parcel: 0616 Permanent Easement

Index No.: 02-11-490-001

That part Lot 3016 in Grande Reserve Unit 9, being a subdivision of part of Section 11 and 14, Township 37 North, Range 7 East of the Third Principal Meridian, according to the plat thereof recorded September 15, 2005, as Document Number 2005-00028116, 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 north most northeast corner of said Lot 3016; thence South 73 degrees 22 minutes 19 seconds West along the northerly line of said Lot 3016 a distance of 880.38 feet, to the northerly prolongation of a line 27.50 feet easterly of and parallel with a line of said Lot 3016 coincident with the easterly line of Lot 3013 in Grande Reserve Unit 8, being a subdivision of part of Section 11 and 14, Township 37 North, Range 7 East of the Third Principal Meridian, according to the plat thereof recorded August 17, 2004, as Document Number 2004-00023009 and the Point of Beginning; thence South 16 degrees 37 minutes 56 seconds East along said parallel line a distance of 154.22 feet; thence North 73 degrees 22 minutes 04 seconds East a distance of 10.00 feet; thence South 16 degrees 37 minutes 56 seconds East a distance of 20.00 feet; thence South 73 degrees 22 minutes 04 seconds West a distance of 10.00 feet, to said line 27.50 feet easterly of and parallel with a line of said Lot 3016 coincident with the easterly line of Lot 3013 in Grande Reserve Unit 8; thence South 16 degrees 37 minutes 56 seconds East along said parallel line a distance of 36.00 feet, to a line 27.50 feet east of and parallel with a line of said Lot 3016 coincident with the east line of Lot 3013 in Grande Reserve Unit 8; thence South 00 degrees 10 minutes 25 seconds East along said parallel line a distance of 188.85 feet; thence South 45 degrees 00 minutes 00 seconds West a distance of 23.17 feet; thence South 89 degrees 49 minutes 35 seconds West a distance of 11.07 feet to a point on said line of Lot 3016 coincident with the east line of Lot 3013 in Grande Reserve Unit 8 which point is 39.45 feet north of the southeast corner of said Lot 3013; thence North 00 degrees 10 minutes 25 seconds West along said coincident line a distance of 15.00 feet; thence North 89 degrees 49 minutes 35 seconds East a distance of 4.88 feet; thence North 45 degrees 00 minutes 00 seconds East a distance of 10.75 feet, to a line 12.50 feet east of and parallel with said line of Lot 3016 coincident with the east line of Lot 3013 in Grande Reserve Unit 8; thence North 00 degrees

10 minutes 25 seconds West along said parallel line a distance of 180.44 feet, to a line 12.50 feet easterly of and parallel with said line of Lot 3016 coincident with the easterly line of Lot 3013 in Grande Reserve Unit 8; thence North 16 degrees 37 minutes 56 seconds West along said parallel line a distance of 208.06 feet, to said northerly line of Lot 3016; thence North 73 degrees 22 minutes 19 seconds East along said northerly line a distance of 15.00 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.149 acres, more or less or 6,480 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.

W I T N E S S E T H

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. <u>Exceptions</u>. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and

regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. **Damages**. To the extent Grantee is unable to restore Grantor's property, Grantee shall reimburse Grantor for any damages to Grantor's property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

11. **Grantee's Execution**. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

12. **Modification or Termination**. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of _____ County, Illinois.

13. **Notices**. All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR: _____
_____
_____
_____
Email:

with a copy to: _____
_____
_____
Email:

If to GRANTEE:

Paul May
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

with a copy to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
Email: pal@lbgalaw.com

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

GRANTOR:

_____

_____

GRANTEE:

DUPAGE WATER COMMISSION

By:_____

Its:_____

This instrument prepared by
and after recording return to:

Phillip A. Luetkehans, Esq.
LUETKEHANS, BRADY, GARNER & ARMSTRONG, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
pal@lbgalaw.com
630-773-8500

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

Route: FW-1/25-Section 4
Section: 11-37-7
14-37-7
County: Kendall
Job No.: 23-R0494
Parcel: 0616 Temporary Easement

Index No.: 02-11-490-001

That part Lot 3016 in Grande Reserve Unit 9, being a subdivision of part of Section 11 and 14, Township 37 North, Range 7 East of the Third Principal Meridian, according to the plat thereof recorded September 15, 2005, as Document Number 2005-00028116, 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 north most northeast corner of said Lot 3016; thence South 73 degrees 22 minutes 19 seconds West along the northerly line of said Lot 3016 a distance of 825.38 feet, to the Point of Beginning; thence continuing South 73 degrees 22 minutes 19 seconds West along said northerly line a distance of 55.00 feet, to the northerly prolongation of a line 27.50 feet easterly of and parallel with a line of said Lot 3016 coincident with the easterly line of Lot 3013 in Grande Reserve Unit 8, being a subdivision of part of Section 11 and 14, Township 37 North, Range 7 East of the Third Principal Meridian, according to the plat thereof recorded August 17, 2004, as Document Number 2004-00023009; thence South 16 degrees 37 minutes 56 seconds East along said parallel line a distance of 154.22 feet; thence North 73 degrees 22 minutes 04 seconds East a distance of 10.00 feet; thence South 16 degrees 37 minutes 56 seconds East a distance of 20.00 feet; thence South 73 degrees 22 minutes 04 seconds West a distance of 10.00 feet, to said line 27.50 feet easterly of and parallel with a line of said Lot 3016 coincident with the easterly line of Lot 3013 in Grande Reserve Unit 8; thence South 16 degrees 37 minutes 56 seconds East along said parallel line a distance of 36.00 feet, to a line 27.50 feet east of and parallel with a line of said Lot 3016 coincident with the east line of Lot 3013 in Grande Reserve Unit 8; thence South 00 degrees 10 minutes 25 seconds East along said parallel line a distance of 188.85 feet; thence South 45 degrees 00 minutes 00 seconds West a distance of 23.17 feet; thence South 89 degrees 49 minutes 35 seconds West a distance of 11.07 feet to a point on said line of Lot 3016 coincident with the east line of Lot 3013 in Grande Reserve Unit 8 which point is 39.45 feet north of the southeast corner of said Lot 3013; thence South 00 degrees 10 minutes 25 seconds East along said coincident line a distance of 20.00 feet; thence North 89 degrees 49 minutes 35 seconds East a distance of 82.50 feet, to a line 82.50 feet east of and parallel with a line of said Lot 3016 coincident with the east line of Lot 3013

in Grande Reserve Unit 8; thence North 00 degrees 10 minutes 25 seconds West along said parallel line a distance of 233.14 feet, to a line 82.50 feet easterly of and parallel with said line of Lot 3016 coincident with the easterly line of Lot 3013 in Grande Reserve Unit 8; thence North 16 degrees 37 minutes 56 seconds West along said parallel line a distance of 218.18 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 0.571 acres, more or less or 24,868 square feet, more or less.

GRANT OF
PERMANENT EASEMENT
TO DUPAGE WATER COMMISSION

_____
_____,
their successors, assigns, heirs, administrators and executors (hereinafter collectively referred to as "Grantor"), for and in consideration of the sum of _____ and No/100 Dollars ($_____), and other good and valuable consideration, in hand paid by DuPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, et seq. and 70 ILCS 3720/1, et seq. (hereinafter "Grantee"), the sufficiency and receipt of which is hereby acknowledged, do hereby give and grant unto said Grantee, its successors and assigns, a perpetual, exclusive easement and right-of-way for the purpose of laying, installing, maintaining, operating, renewing, repairing, replacing and removing water mains, manholes and manhole structures, and other facilities and equipment related thereto (hereinafter "Grantee's Facilities"), in, upon, under, along and across the following described property (hereinafter "Easement Premises"):

SEE EXHIBIT "A" ATTACHED HERETO.

together with reasonable right of access thereto for said purposes. This Permanent Easement is exclusive to Grantee. Grantor hereby reserves the right to use the Easement Premises above grade in a manner that does not prevent or interfere with the exercise by Grantee of the rights granted under this Permanent Easement provided, however, that Grantor shall not use or place, or cause or permit to be used or placed, within the Easement Premises any structure, equipment or item whose weight or load will cause damage to Grantee's Facilities or which will in any manner interfere with, disturb, damage, destroy, injure, obstruct or permit to be obstructed Grantee's Facilities or the Easement Premises, shall not interfere with Grantee's access to the Easement Premises or Grantee's Facilities, and shall not connect or permit the connection of Grantee's Facilities to any of Grantor's facilities at any time whatsoever without the prior written consent of Grantee.

Grantee shall restore that portion of Grantor's Property damaged and/or disturbed by Grantee during the original installation of Grantee's Facilities on the Easement Premises and during any subsequent maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's Property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Easement Premises may be temporarily removed during original installation or during maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

To the fullest extent permitted by law, the Grantee agrees to indemnify, defend and hold Grantor, its officers,

directors, employees and tenants harmless from and against all liability, claims, damages, losses and reasonable expenses arising out of or resulting from the Easement Agreement, excepting, however, any such matters which arise out of the acts or omissions of Grantor or their agents, employees, successors, assigns, heirs, administrators, executors or affiliates.

Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Property in exercising its rights granted herein. Grantee shall access the Easement and its facilities utilizing the Easement Premises or public rights-of-way, provided that if Grantee requires temporary access to its Easement and facilities through Grantor's Property, Grantee shall provide notice thereto to Grantor and the parties shall negotiate in good faith to provide such temporary access. Grantor's consent to such temporary access shall not be unreasonably withheld, conditioned or delayed, and Grantee shall restore any part of the Grantor's Property damaged as a result of such utilization to at least as good a condition it was prior to Grantee utilizing the temporary access.

Grantor represents and warrants to the Grantee that the Grantor (i) is the true and lawful owner of the Property described herein and has full right and power to grant and convey the rights granted and conveyed herein, and (ii) has not granted any other permanent rights to, through, across or along the Easement Premises that would prevent Grantee from utilizing the Easement Premises for the intended purposes.

By recording this Grant of Easement, Grantee acknowledges its acceptance hereof and its obligations hereunder and agrees to be bound by the terms hereof.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this _____ day of _____, A.D., 2025.

[OWNER NAME]

_____

_____

This document prepared by
and returned to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive
Suite 305
West Chicago, IL 60185

Property Address:

_____
_____
PIN: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

EXHIBIT A

Legal Description/Depiction of Permanent Easement Area

Route: TW-6/25 (Section 2)
Section: 10-37-9
County: Will
Job No.: 23-R0494
Parcel: 0004 Permanent Easement

Index No.: 07-01-09-110-015

That part of Outlot E in Tallgrass of Naperville Unit 1, being a part of the Northwest Quarter of Section 9, Township 37 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded December 9, 1998, as Document Number R98-148435, in Will County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the southwest corner of said Outlot E; thence North 01 degrees 40 minutes 59 seconds West along the west line of said Outlot E a distance of 172.22 feet, to the Point of Beginning; thence North 88 degrees 38 minutes 27 seconds East a distance of 453.96 feet, to a point on the east line of said Outlot E, which point is 171.78 feet north of the south line of said Outlot E; thence North 01 degrees 40 minutes 59 seconds West along said east line a distance of 20.00 feet; thence South 88 degrees 38 minutes 27 seconds West a distance of 264.53 feet; thence North 01 degrees 21 minutes 33 seconds West a distance of 6.00 feet; thence South 88 degrees 38 minutes 27 seconds West a distance of 20.00 feet; thence South 01 degrees 21 minutes 33 seconds East a distance of 6.00 feet; thence South 88 degrees 38 minutes 27 seconds West a distance of 169.43 feet, to said west line of Outlot E; thence South 01 degrees 40 minutes 59 seconds East along said west line a distance of 20.00 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.211 acres, more or less or 9,199 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.

W I T N E S S E T H

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. <u>Exceptions</u>. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and

regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. **Damages**. To the extent Grantee is unable to restore Grantor's property, Grantee shall reimburse Grantor for any damages to Grantor's property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

11. **Grantee's Execution**. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

12. **Modification or Termination**. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of _____ County, Illinois.

13. **Notices**. All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR: _____
_____
_____
_____
Email:

with a copy to: _____
_____
_____
Email:

If to GRANTEE:

Paul May
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

with a copy to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
Email: pal@lbgalaw.com

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

GRANTOR:

_____

_____

GRANTEE:

DUPAGE WATER COMMISSION

By:_____

Its:_____

This instrument prepared by
and after recording return to:

Phillip A. Luetkehans, Esq.
LUETKEHANS, BRADY, GARNER & ARMSTRONG, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
pal@lbgalaw.com
630-773-8500

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

Route: TW-6/25 (Section 2)
Section: 10-37-9
County: Will
Job No.: 23-R0494
Parcel: 0004 Temporary Easement

Index No.: 07-01-09-110-015

That part of Outlot E in Tallgrass of Naperville Unit 1, being a part of the Northwest Quarter of Section 9, Township 37 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded December 9, 1998, as Document Number R98-148435, in Will County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the southeast corner of said Outlot E; thence North 01 degrees 40 minutes 59 seconds West along the west line of said Outlot E a distance of 112.22 feet, to the Point of Beginning; thence continuing North 01 degrees 40 minutes 59 seconds West along said west line a distance of 60.00 feet; thence North 88 degrees 38 minutes 27 seconds East a distance of 453.96 feet, to a point on the east line of said Outlot E, which point is 171.78 feet north of the south line of said Outlot E; thence South 01 degrees 40 minutes 59 seconds East along said east line a distance of 60.00 feet; thence South 88 degrees 38 minutes 27 seconds West a distance of 453.96 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.625 acres, more or less or 27,237 square feet, more or less.

GRANT OF
PERMANENT EASEMENT
TO DUPAGE WATER COMMISSION

_____
_____,
their successors, assigns, heirs, administrators and executors (hereinafter collectively referred to as "Grantor"), for and in consideration of the sum of _____ and No/100 Dollars ($_____), and other good and valuable consideration, in hand paid by DuPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, et seq. and 70 ILCS 3720/1, et seq. (hereinafter "Grantee"), the sufficiency and receipt of which is hereby acknowledged, do hereby give and grant unto said Grantee, its successors and assigns, a perpetual, exclusive easement and right-of-way for the purpose of laying, installing, maintaining, operating, renewing, repairing, replacing and removing water mains, manholes and manhole structures, and other facilities and equipment related thereto (hereinafter "Grantee's Facilities"), in, upon, under, along and across the following described property (hereinafter "Easement Premises"):

SEE EXHIBIT "A" ATTACHED HERETO.

together with reasonable right of access thereto for said purposes. This Permanent Easement is exclusive to Grantee. Grantor hereby reserves the right to use the Easement Premises above grade in a manner that does not prevent or interfere with the exercise by Grantee of the rights granted under this Permanent Easement provided, however, that Grantor shall not use or place, or cause or permit to be used or placed, within the Easement Premises any structure, equipment or item whose weight or load will cause damage to Grantee's Facilities or which will in any manner interfere with, disturb, damage, destroy, injure, obstruct or permit to be obstructed Grantee's Facilities or the Easement Premises, shall not interfere with Grantee's access to the Easement Premises or Grantee's Facilities, and shall not connect or permit the connection of Grantee's Facilities to any of Grantor's facilities at any time whatsoever without the prior written consent of Grantee.

Grantee shall restore that portion of Grantor's Property damaged and/or disturbed by Grantee during the original installation of Grantee's Facilities on the Easement Premises and during any subsequent maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's Property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Easement Premises may be temporarily removed during original installation or during maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

To the fullest extent permitted by law, the Grantee agrees to indemnify, defend and hold Grantor, its officers,

directors, employees and tenants harmless from and against all liability, claims, damages, losses and reasonable expenses arising out of or resulting from the Easement Agreement, excepting, however, any such matters which arise out of the acts or omissions of Grantor or their agents, employees, successors, assigns, heirs, administrators, executors or affiliates.

Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Property in exercising its rights granted herein. Grantee shall access the Easement and its facilities utilizing the Easement Premises or public rights-of-way, provided that if Grantee requires temporary access to its Easement and facilities through Grantor's Property, Grantee shall provide notice thereto to Grantor and the parties shall negotiate in good faith to provide such temporary access. Grantor's consent to such temporary access shall not be unreasonably withheld, conditioned or delayed, and Grantee shall restore any part of the Grantor's Property damaged as a result of such utilization to at least as good a condition it was prior to Grantee utilizing the temporary access.

Grantor represents and warrants to the Grantee that the Grantor (i) is the true and lawful owner of the Property described herein and has full right and power to grant and convey the rights granted and conveyed herein, and (ii) has not granted any other permanent rights to, through, across or along the Easement Premises that would prevent Grantee from utilizing the Easement Premises for the intended purposes.

By recording this Grant of Easement, Grantee acknowledges its acceptance hereof and its obligations hereunder and agrees to be bound by the terms hereof.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this _____ day of _____, A.D., 2025.

[OWNER NAME]

_____

_____

This document prepared by
and returned to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive
Suite 305
West Chicago, IL 60185

Property Address:

_____
_____
PIN: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

EXHIBIT A

Legal Description/Depiction of Permanent Easement Area

Route:	TW-6/25 (Section 2)
Section:	10-37-9
County:	Will
Job No.:	23-R0494
Parcel:	0005 Permanent Easement 1
Index No.:	07-01-09-106-007

That part of Outlot D in Tallgrass of Naperville Unit 1, being a part of the Northwest Quarter of Section 9, Township 37 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded December 9, 1998, as Document Number R98-148435, in Will County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the southeast corner of said Outlot D; thence North 01 degrees 40 minutes 59 seconds West along the east line of said Outlot D a distance of 172.29 feet, to the Point of Beginning; thence South 88 degrees 38 minutes 27 seconds West a distance of 125.00 feet, to a point on the west line of said Outlot D, which point is 172.41 feet north of the south line of said Outlot D; thence North 01 degrees 40 minutes 59 seconds West along said west line a distance of 20.00 feet; thence North 88 degrees 38 minutes 27 seconds East a distance of 101.30 feet; thence North 01 degrees 21 minutes 33 seconds West a distance of 6.00 feet; thence North 88 degrees 38 minutes 27 seconds East a distance of 20.00 feet; thence South 01 degrees 21 minutes 33 seconds East a distance of 6.00 feet; thence North 88 degrees 38 minutes 27 seconds East a distance of 3.70 feet, to said east line of Outlot D; thence South 01 degrees 40 minutes 59 seconds East along said east line a distance of 20.00 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.060 acres, more or less or 2,620 square feet, more or less.

GRANT OF
PERMANENT EASEMENT
TO DUPAGE WATER COMMISSION

_____
_____,
their successors, assigns, heirs, administrators and executors (hereinafter collectively referred to as "Grantor"), for and in consideration of the sum of _____ and No/100 Dollars ($_____), and other good and valuable consideration, in hand paid by DuPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, et seq. and 70 ILCS 3720/1, et seq. (hereinafter "Grantee"), the sufficiency and receipt of which is hereby acknowledged, do hereby give and grant unto said Grantee, its successors and assigns, a perpetual, exclusive easement and right-of-way for the purpose of laying, installing, maintaining, operating, renewing, repairing, replacing and removing water mains, manholes and manhole structures, and other facilities and equipment related thereto (hereinafter "Grantee's Facilities"), in, upon, under, along and across the following described property (hereinafter "Easement Premises"):

SEE EXHIBIT "A" ATTACHED HERETO.

together with reasonable right of access thereto for said purposes. This Permanent Easement is exclusive to Grantee. Grantor hereby reserves the right to use the Easement Premises above grade in a manner that does not prevent or interfere with the exercise by Grantee of the rights granted under this Permanent Easement provided, however, that Grantor shall not use or place, or cause or permit to be used or placed, within the Easement Premises any structure, equipment or item whose weight or load will cause damage to Grantee's Facilities or which will in any manner interfere with, disturb, damage, destroy, injure, obstruct or permit to be obstructed Grantee's Facilities or the Easement Premises, shall not interfere with Grantee's access to the Easement Premises or Grantee's Facilities, and shall not connect or permit the connection of Grantee's Facilities to any of Grantor's facilities at any time whatsoever without the prior written consent of Grantee.

Grantee shall restore that portion of Grantor's Property damaged and/or disturbed by Grantee during the original installation of Grantee's Facilities on the Easement Premises and during any subsequent maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's Property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Easement Premises may be temporarily removed during original installation or during maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

To the fullest extent permitted by law, the Grantee agrees to indemnify, defend and hold Grantor, its officers,

directors, employees and tenants harmless from and against all liability, claims, damages, losses and reasonable expenses arising out of or resulting from the Easement Agreement, excepting, however, any such matters which arise out of the acts or omissions of Grantor or their agents, employees, successors, assigns, heirs, administrators, executors or affiliates.

Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Property in exercising its rights granted herein. Grantee shall access the Easement and its facilities utilizing the Easement Premises or public rights-of-way, provided that if Grantee requires temporary access to its Easement and facilities through Grantor's Property, Grantee shall provide notice thereto to Grantor and the parties shall negotiate in good faith to provide such temporary access. Grantor's consent to such temporary access shall not be unreasonably withheld, conditioned or delayed, and Grantee shall restore any part of the Grantor's Property damaged as a result of such utilization to at least as good a condition it was prior to Grantee utilizing the temporary access.

Grantor represents and warrants to the Grantee that the Grantor (i) is the true and lawful owner of the Property described herein and has full right and power to grant and convey the rights granted and conveyed herein, and (ii) has not granted any other permanent rights to, through, across or along the Easement Premises that would prevent Grantee from utilizing the Easement Premises for the intended purposes.

By recording this Grant of Easement, Grantee acknowledges its acceptance hereof and its obligations hereunder and agrees to be bound by the terms hereof.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this _____ day of _____, A.D., 2025.

[OWNER NAME]

_____

_____

This document prepared by
and returned to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive
Suite 305
West Chicago, IL 60185

Property Address:

_____
_____
PIN: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

EXHIBIT A

Legal Description/Depiction of Permanent Easement Area

Route:	TW-6/25 (Section 2)
Section:	9-37-9
County:	Will
Job No.:	23-R0494
Parcel:	0005 Permanent Easement 2
Index No.:	07-01-09-106-036

That part of Lot 135A, in Penncross Knoll, being a subdivision of part of the South Half of the Northwest Quarter of Section 9, Township 37 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded January 19, 2001 as Document Number R2001-006972, in Will County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northwest corner of Lot 135C in said Penncross Knoll; thence South 68 degrees 24 minutes 38 seconds East along the westerly line of said Lot 135C also being an easterly line of said Lot 135A a distance of 7.08 feet, to the Point of Beginning; thence continuing South 68 degrees 24 minutes 38 seconds East along said easterly line of Lot 135A a distance of 26.79 feet, to a bend in said easterly line; thence South 33 degrees 24 minutes 38 seconds East along said easterly line a distance of 11.34 feet; thence South 88 degrees 45 minutes 07 seconds West a distance of 64.35 feet, to a point on the westerly line of said Lot 135A, which point is 58.01 feet from the west most northwest corner of said Lot 135A as measured along said westerly line; thence North 68 degrees 24 minutes 38 seconds West along said westerly line a distance of 51.53 feet; thence North 88 degrees 45 minutes 07 seconds East a distance of 81.12 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.035 acres, more or less or 1,542 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS AGREEMENT is made as of this ___ day of _____, 2025 by and between

_____

_____

(collectively referred to as "Grantor") and the DUPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, *et seq.* and 70 ILCS 3720/0.001, *et seq*. (hereinafter "Grantee").

FOR RECORDER'S USE ONLY

WHEREAS, the Grantee desires to construct a water main and other related fixtures and appurtenances (collectively, the "Facilities") to be located on property owned by Grantor; and

WHEREAS, the Grantee desires to enter on to Grantor's property to construct said Facilities and, to allow same, Grantor desires to grant a temporary easement over Grantor's property to allow Grantee sufficient space to construct said Facilities under the terms contained herein.

W I T N E S S E T H

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. <u>Exceptions</u>. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and

regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. **Damages**. To the extent Grantee is unable to restore Grantor's property, Grantee shall reimburse Grantor for any damages to Grantor's property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

11. **Grantee's Execution**. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

12. **Modification or Termination**. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of _____ County, Illinois.

13. **Notices**. All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR: _____
_____
_____
_____
Email:

with a copy to: _____
_____
_____
Email:

If to GRANTEE:

Paul May
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

with a copy to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
Email: pal@lbgalaw.com

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

GRANTOR:

_____

_____

GRANTEE:

DUPAGE WATER COMMISSION

By:_____

Its:_____

This instrument prepared by
and after recording return to:

Phillip A. Luetkehans, Esq.
LUETKEHANS, BRADY, GARNER & ARMSTRONG, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
pal@lbgalaw.com
630-773-8500

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

Route:	TW-6/25 (Section 2)
Section:	10-37-9
County:	Will
Job No.:	23-R0494
Parcel:	0005 Temporary Easement 1
Index No.:	07-01-09-106-007

That part of Outlot D in Tallgrass of Naperville Unit 1, being a part of the Northwest Quarter of Section 9, Township 37 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded December 9, 1998, as Document Number R98-148435, in Will County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the southeast corner of said Outlot D; thence North 01 degrees 40 minutes 59 seconds West along the east line of said Outlot D a distance of 112.29 feet, to the Point of Beginning; thence continuing North 01 degrees 40 minutes 59 seconds West along said east line a distance of 60.00 feet; thence South 88 degrees 38 minutes 27 seconds West a distance of 125.00 feet, to a point on the west line of said Outlot D, which point is 172.41 feet north of the south line of said Outlot D; thence South 01 degrees 40 minutes 59 seconds East along said west line a distance of 60.00 feet; thence North 88 degrees 38 minutes 27 seconds East a distance of 125.00 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.172 acres, more or less or 7,500 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS AGREEMENT is made as of this ___ day of _____, 2025 by and between

_____

_____

(collectively referred to as "Grantor") and the DUPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, *et seq.* and 70 ILCS 3720/0.001, *et seq*. (hereinafter "Grantee").

FOR RECORDER'S USE ONLY

WHEREAS, the Grantee desires to construct a water main and other related fixtures and appurtenances (collectively, the "Facilities") to be located on property owned by Grantor; and

WHEREAS, the Grantee desires to enter on to Grantor's property to construct said Facilities and, to allow same, Grantor desires to grant a temporary easement over Grantor's property to allow Grantee sufficient space to construct said Facilities under the terms contained herein.

W I T N E S S E T H

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. <u>Exceptions</u>. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and

regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. **Damages**. To the extent Grantee is unable to restore Grantor's property, Grantee shall reimburse Grantor for any damages to Grantor's property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

11. **Grantee's Execution**. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

12. **Modification or Termination**. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of _____ County, Illinois.

13. **Notices**. All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR: _____
_____
_____
_____
Email:

with a copy to: _____
_____
_____
Email:

If to GRANTEE:

Paul May
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

with a copy to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
Email: pal@lbgalaw.com

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

GRANTOR:

_____

_____

GRANTEE:

DUPAGE WATER COMMISSION

By:_____

Its:_____

This instrument prepared by
and after recording return to:

Phillip A. Luetkehans, Esq.
LUETKEHANS, BRADY, GARNER & ARMSTRONG, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
pal@lbgalaw.com
630-773-8500

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

Route:	TW-6/25 (Section 2)
Section:	9-37-9
County:	Will
Job No.:	23-R0494
Parcel:	0005 Temporary Easement 2
Index No.:	07-01-09-106-036

That part of Lot 135A, in Penncross Knoll, being a subdivision of part of the South Half of the Northwest Quarter of Section 9, Township 37 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded January 19, 2001 as Document Number R2001-006972, in Will County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northwest corner of Lot 135C in said Penncross Knoll; thence South 68 degrees 24 minutes 38 seconds East along the westerly line of said Lot 135C also being an easterly line of said Lot 135A a distance of 33.87 feet, to a bend in said easterly line; thence South 33 degrees 24 minutes 38 seconds East along said easterly line a distance of 11.34 feet, to the Point of Beginning; thence South 88 degrees 45 minutes 07 seconds West a distance of 64.35 feet, to a point on the westerly line of said Lot 135A, which point is 58.01 feet from the west most northwest corner of said Lot 135A as measured along said westerly line; thence South 68 degrees 24 minutes 38 seconds East along said westerly line a distance of 42.68 feet, to a bend in said westerly line; thence South 33 degrees 24 minutes 38 seconds East along said westerly line a distance of 21.78 feet; thence North 88 degrees 45 minutes 07 seconds East a distance of 35.44 feet, to said easterly line of Lot 135A; thence North 33 degrees 24 minutes 38 seconds West along said easterly line a distance of 41.34 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.034 acres, more or less or 1,480 square feet, more or less.

GRANT OF
PERMANENT EASEMENT
TO DUPAGE WATER COMMISSION

_____
_____,
their successors, assigns, heirs, administrators and executors (hereinafter collectively referred to as "Grantor"), for and in consideration of the sum of _____ and No/100 Dollars ($_____), and other good and valuable consideration, in hand paid by DuPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, et seq. and 70 ILCS 3720/1, et seq. (hereinafter "Grantee"), the sufficiency and receipt of which is hereby acknowledged, do hereby give and grant unto said Grantee, its successors and assigns, a perpetual, exclusive easement and right-of-way for the purpose of laying, installing, maintaining, operating, renewing, repairing, replacing and removing water mains, manholes and manhole structures, and other facilities and equipment related thereto (hereinafter "Grantee's Facilities"), in, upon, under, along and across the following described property (hereinafter "Easement Premises"):

SEE EXHIBIT "A" ATTACHED HERETO.

together with reasonable right of access thereto for said purposes. This Permanent Easement is exclusive to Grantee. Grantor hereby reserves the right to use the Easement Premises above grade in a manner that does not prevent or interfere with the exercise by Grantee of the rights granted under this Permanent Easement provided, however, that Grantor shall not use or place, or cause or permit to be used or placed, within the Easement Premises any structure, equipment or item whose weight or load will cause damage to Grantee's Facilities or which will in any manner interfere with, disturb, damage, destroy, injure, obstruct or permit to be obstructed Grantee's Facilities or the Easement Premises, shall not interfere with Grantee's access to the Easement Premises or Grantee's Facilities, and shall not connect or permit the connection of Grantee's Facilities to any of Grantor's facilities at any time whatsoever without the prior written consent of Grantee.

Grantee shall restore that portion of Grantor's Property damaged and/or disturbed by Grantee during the original installation of Grantee's Facilities on the Easement Premises and during any subsequent maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's Property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Easement Premises may be temporarily removed during original installation or during maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

To the fullest extent permitted by law, the Grantee agrees to indemnify, defend and hold Grantor, its officers,

directors, employees and tenants harmless from and against all liability, claims, damages, losses and reasonable expenses arising out of or resulting from the Easement Agreement, excepting, however, any such matters which arise out of the acts or omissions of Grantor or their agents, employees, successors, assigns, heirs, administrators, executors or affiliates.

Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Property in exercising its rights granted herein. Grantee shall access the Easement and its facilities utilizing the Easement Premises or public rights-of-way, provided that if Grantee requires temporary access to its Easement and facilities through Grantor's Property, Grantee shall provide notice thereto to Grantor and the parties shall negotiate in good faith to provide such temporary access. Grantor's consent to such temporary access shall not be unreasonably withheld, conditioned or delayed, and Grantee shall restore any part of the Grantor's Property damaged as a result of such utilization to at least as good a condition it was prior to Grantee utilizing the temporary access.

Grantor represents and warrants to the Grantee that the Grantor (i) is the true and lawful owner of the Property described herein and has full right and power to grant and convey the rights granted and conveyed herein, and (ii) has not granted any other permanent rights to, through, across or along the Easement Premises that would prevent Grantee from utilizing the Easement Premises for the intended purposes.

By recording this Grant of Easement, Grantee acknowledges its acceptance hereof and its obligations hereunder and agrees to be bound by the terms hereof.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this _____ day of _____, A.D., 2025.

[OWNER NAME]

_____

_____

This document prepared by
and returned to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive
Suite 305
West Chicago, IL 60185

Property Address:

_____
_____
PIN: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

EXHIBIT A

Legal Description/Depiction of Permanent Easement Area

Route: FW-1/25 (Section 4)
Section: 1-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0706 Permanent Easement

Index No.: 03-02-400-005
03-01-351-001

That part of the Southwest Quarter of Section 1, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northwest corner of said Southwest Quarter; thence North 88 degrees 57 minutes 21 seconds East along the north line of said Southwest Quarter a distance of 87.21 feet, to the westerly right of way line of U.S. Route 30 per Document No. 2002-00023560 and Document No. 2002-00019115; thence South 36 degrees 42 minutes 26 seconds East along said westerly right of way line a distance of 98.31 feet; thence South 28 degrees 11 minutes 46 seconds East along said westerly right of way line a distance of 170.43 feet, to the Point of Beginning; thence South 47 degrees 05 minutes 46 seconds East along said westerly right of way line a distance of 16.38 feet; thence South 26 degrees 07 minutes 41 seconds East a distance of 110.27 feet; thence North 63 degrees 52 minutes 19 seconds East a distance of 12.51 feet, to the westerly right of way line of said U.S. Route 30 per Document No. 2002-00023560 and Document No. 2002-00019115; thence South 26 degrees 22 minutes 19 seconds East along said westerly line a distance of 10.00 feet; thence South 63 degrees 52 minutes 19 seconds West a distance of 22.55 feet; thence North 26 degrees 07 minutes 41 seconds West a distance of 135.56 feet; thence North 63 degrees 52 minutes 19 seconds East a distance of 4.14 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.033 acres, more or less or 1,436 square feet, more or less.

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.

W I T N E S S E T H

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. <u>Exceptions</u>. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and

regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. **Damages**. To the extent Grantee is unable to restore Grantor's property, Grantee shall reimburse Grantor for any damages to Grantor's property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

11. **Grantee's Execution**. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

12. **Modification or Termination**. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of _____ County, Illinois.

13. **Notices**. All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR: _____
_____
_____
_____
Email:

with a copy to: _____
_____
_____
Email:

If to GRANTEE:

Paul May
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

with a copy to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
Email: pal@lbgalaw.com

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

GRANTOR:

_____

_____

GRANTEE:

DUPAGE WATER COMMISSION

By:_____

Its:_____

This instrument prepared by
and after recording return to:

Phillip A. Luetkehans, Esq.
LUETKEHANS, BRADY, GARNER & ARMSTRONG, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
pal@lbgalaw.com
630-773-8500

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

Route: FW-1/25 (Section 4)
Section: 1-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0706 Temporary Easement

Index No.: 03-02-400-005
03-01-351-001

That part of the Southwest Quarter of Section 1, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northwest corner of said Southwest Quarter; thence North 88 degrees 57 minutes 21 seconds East along the north line of said Southwest Quarter a distance of 87.21 feet, to the westerly right of way line of U.S. Route 30 per Document No. 2002-00023560 and Document No. 2002-00019115; thence South 36 degrees 42 minutes 26 seconds East along said westerly right of way line a distance of 98.31 feet; thence South 28 degrees 11 minutes 46 seconds East along said westerly right of way line a distance of 170.43 feet; thence South 47 degrees 05 minutes 46 seconds East along said westerly right of way line a distance of 16.38 feet, to the Point of Beginning; thence South 26 degrees 07 minutes 41 seconds East a distance of 110.27 feet; thence North 63 degrees 52 minutes 19 seconds East a distance of 12.51 feet, to the westerly right of way line of said U.S. Route 30 per Document No. 2002-00023560 and Document No. 2002-00019115; thence North 26 degrees 22 minutes 19 seconds West along said westerly line a distance of 78.51 feet; thence North 47 degrees 05 minutes 46 seconds West along said westerly right of way line a distance of 34.01 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.027 acres, more or less or 1,162 square feet, more or less.

GRANT OF
PERMANENT EASEMENT
TO DUPAGE WATER COMMISSION

_____
_____,
their successors, assigns, heirs, administrators and executors (hereinafter collectively referred to as "Grantor"), for and in consideration of the sum of _____ and No/100 Dollars ($_____), and other good and valuable consideration, in hand paid by DuPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, et seq. and 70 ILCS 3720/1, et seq. (hereinafter "Grantee"), the sufficiency and receipt of which is hereby acknowledged, do hereby give and grant unto said Grantee, its successors and assigns, a perpetual, exclusive easement and right-of-way for the purpose of laying, installing, maintaining, operating, renewing, repairing, replacing and removing water mains, manholes and manhole structures, and other facilities and equipment related thereto (hereinafter "Grantee's Facilities"), in, upon, under, along and across the following described property (hereinafter "Easement Premises"):

SEE EXHIBIT "A" ATTACHED HERETO.

together with reasonable right of access thereto for said purposes. This Permanent Easement is exclusive to Grantee. Grantor hereby reserves the right to use the Easement Premises above grade in a manner that does not prevent or interfere with the exercise by Grantee of the rights granted under this Permanent Easement provided, however, that Grantor shall not use or place, or cause or permit to be used or placed, within the Easement Premises any structure, equipment or item whose weight or load will cause damage to Grantee's Facilities or which will in any manner interfere with, disturb, damage, destroy, injure, obstruct or permit to be obstructed Grantee's Facilities or the Easement Premises, shall not interfere with Grantee's access to the Easement Premises or Grantee's Facilities, and shall not connect or permit the connection of Grantee's Facilities to any of Grantor's facilities at any time whatsoever without the prior written consent of Grantee.

Grantee shall restore that portion of Grantor's Property damaged and/or disturbed by Grantee during the original installation of Grantee's Facilities on the Easement Premises and during any subsequent maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's Property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Easement Premises may be temporarily removed during original installation or during maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

To the fullest extent permitted by law, the Grantee agrees to indemnify, defend and hold Grantor, its officers,

directors, employees and tenants harmless from and against all liability, claims, damages, losses and reasonable expenses arising out of or resulting from the Easement Agreement, excepting, however, any such matters which arise out of the acts or omissions of Grantor or their agents, employees, successors, assigns, heirs, administrators, executors or affiliates.

Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Property in exercising its rights granted herein. Grantee shall access the Easement and its facilities utilizing the Easement Premises or public rights-of-way, provided that if Grantee requires temporary access to its Easement and facilities through Grantor's Property, Grantee shall provide notice thereto to Grantor and the parties shall negotiate in good faith to provide such temporary access. Grantor's consent to such temporary access shall not be unreasonably withheld, conditioned or delayed, and Grantee shall restore any part of the Grantor's Property damaged as a result of such utilization to at least as good a condition it was prior to Grantee utilizing the temporary access.

Grantor represents and warrants to the Grantee that the Grantor (i) is the true and lawful owner of the Property described herein and has full right and power to grant and convey the rights granted and conveyed herein, and (ii) has not granted any other permanent rights to, through, across or along the Easement Premises that would prevent Grantee from utilizing the Easement Premises for the intended purposes.

By recording this Grant of Easement, Grantee acknowledges its acceptance hereof and its obligations hereunder and agrees to be bound by the terms hereof.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this _____ day of _____, A.D., 2025.

[OWNER NAME]

_____

_____

This document prepared by
and returned to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive
Suite 305
West Chicago, IL 60185

Property Address:

_____
_____
PIN: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

EXHIBIT A

Legal Description/Depiction of Permanent Easement Area

Route: TW-6/25 (Section 3)
Section: 7-37-8
County: Will
Job No.: 23-R0494
Parcel: 0218 Permanent Easement

Index No.: 03-07-202-008

That part Lot 1 in Unit One Commerce Industrial Park, part of the Northeast Quarter of Section 7, all in Township 37 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded November 24, 1969, as Document Number 165394, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Beginning at the southeast corner of said Lot 1; thence North 83 degrees 39 minutes 56 seconds West along the south line of said Lot 1 a distance of 32.00 feet; thence North 54 degrees 09 minutes 00 seconds East a distance of 43.19 feet, to the easterly line of said Lot 1; thence South 06 degrees 20 minutes 04 seconds West along said easterly line a distance of 29.00 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 0.011 acres, more or less or 464 square feet more or less.

GRANT OF
PERMANENT EASEMENT
TO DUPAGE WATER COMMISSION

_____
_____,
their successors, assigns, heirs, administrators and executors (hereinafter collectively referred to as "Grantor"), for and in consideration of the sum of _____ and No/100 Dollars ($_____), and other good and valuable consideration, in hand paid by DuPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, et seq. and 70 ILCS 3720/1, et seq. (hereinafter "Grantee"), the sufficiency and receipt of which is hereby acknowledged, do hereby give and grant unto said Grantee, its successors and assigns, a perpetual, exclusive easement and right-of-way for the purpose of laying, installing, maintaining, operating, renewing, repairing, replacing and removing water mains, manholes and manhole structures, and other facilities and equipment related thereto (hereinafter "Grantee's Facilities"), in, upon, under, along and across the following described property (hereinafter "Easement Premises"):

SEE EXHIBIT "A" ATTACHED HERETO.

together with reasonable right of access thereto for said purposes. This Permanent Easement is exclusive to Grantee. Grantor hereby reserves the right to use the Easement Premises above grade in a manner that does not prevent or interfere with the exercise by Grantee of the rights granted under this Permanent Easement provided, however, that Grantor shall not use or place, or cause or permit to be used or placed, within the Easement Premises any structure, equipment or item whose weight or load will cause damage to Grantee's Facilities or which will in any manner interfere with, disturb, damage, destroy, injure, obstruct or permit to be obstructed Grantee's Facilities or the Easement Premises, shall not interfere with Grantee's access to the Easement Premises or Grantee's Facilities, and shall not connect or permit the connection of Grantee's Facilities to any of Grantor's facilities at any time whatsoever without the prior written consent of Grantee.

Grantee shall restore that portion of Grantor's Property damaged and/or disturbed by Grantee during the original installation of Grantee's Facilities on the Easement Premises and during any subsequent maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's Property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Easement Premises may be temporarily removed during original installation or during maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

To the fullest extent permitted by law, the Grantee agrees to indemnify, defend and hold Grantor, its officers,

directors, employees and tenants harmless from and against all liability, claims, damages, losses and reasonable expenses arising out of or resulting from the Easement Agreement, excepting, however, any such matters which arise out of the acts or omissions of Grantor or their agents, employees, successors, assigns, heirs, administrators, executors or affiliates.

Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Property in exercising its rights granted herein. Grantee shall access the Easement and its facilities utilizing the Easement Premises or public rights-of-way, provided that if Grantee requires temporary access to its Easement and facilities through Grantor's Property, Grantee shall provide notice thereto to Grantor and the parties shall negotiate in good faith to provide such temporary access. Grantor's consent to such temporary access shall not be unreasonably withheld, conditioned or delayed, and Grantee shall restore any part of the Grantor's Property damaged as a result of such utilization to at least as good a condition it was prior to Grantee utilizing the temporary access.

Grantor represents and warrants to the Grantee that the Grantor (i) is the true and lawful owner of the Property described herein and has full right and power to grant and convey the rights granted and conveyed herein, and (ii) has not granted any other permanent rights to, through, across or along the Easement Premises that would prevent Grantee from utilizing the Easement Premises for the intended purposes.

By recording this Grant of Easement, Grantee acknowledges its acceptance hereof and its obligations hereunder and agrees to be bound by the terms hereof.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this _____ day of _____, A.D., 2025.

[OWNER NAME]

_____

_____

This document prepared by
and returned to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive
Suite 305
West Chicago, IL 60185

Property Address:

_____
_____
PIN: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

EXHIBIT A

Legal Description/Depiction of Permanent Easement Area

Route: TW-6/25 (Section 3)
Section: 7-37-8
12-37-7
County: Will
Job No.: 23-R0494
Parcel: 0219 Permanent Easement

Index No.: 03-07-325-001

That part Lot 10 in Light Road Industrial Park Subdivision, being a subdivision of part of Section 7, Township 37 North, Range 8 East of the Third Principal Meridian and part of Section 12, Township 37 North, Range 7 East of the Third Principal Meridian, according to the plat thereof recorded June 4, 2008, as Document Number 2008-00013735, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the southeast corner of said Lot 10; thence North 42 degrees 50 minutes 04 seconds East along the easterly line of said Lot 10 a distance of 22.45 feet, to the Point of Beginning; thence South 73 degrees 37 minutes 02 seconds West a distance of 45.44 feet, to a point on the southerly line of said Lot 10 which point is 28.57 feet westerly of said southeast corner of Lot 10; thence North 82 degrees 39 minutes 55 seconds West along said southerly line a distance of 49.72 feet; thence North 73 degrees 37 minutes 02 seconds East a distance of 124.54 feet, to said easterly line of Lot 10; thence South 42 degrees 50 minutes 04 seconds West along said easterly line a distance of 39.08 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.039 acres, more or less or 1,700 square feet more or less.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS AGREEMENT is made as of this ___ day of _____, 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.

W I T N E S S E T H

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. <u>Exceptions</u>. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and

regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. **Damages**. To the extent Grantee is unable to restore Grantor's property, Grantee shall reimburse Grantor for any damages to Grantor's property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

11. **Grantee's Execution**. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

12. **Modification or Termination**. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of _____ County, Illinois.

13. **Notices**. All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR: _____
_____
_____
_____
Email:

with a copy to: _____
_____
_____
Email:

If to GRANTEE:

Paul May
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

with a copy to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
Email: pal@lbgalaw.com

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

GRANTOR:

_____

_____

GRANTEE:

DUPAGE WATER COMMISSION

By:_____

Its:_____

This instrument prepared by
and after recording return to:

Phillip A. Luetkehans, Esq.
LUETKEHANS, BRADY, GARNER & ARMSTRONG, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
pal@lbgalaw.com
630-773-8500

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

Route: TW-6/25 (Section 3)
Section: 7-37-8
12-37-7
County: Will
Job No.: 23-R0494
Parcel: 0219 Temporary Easement

Index No.: 03-07-325-001

That part Lot 10 in Light Road Industrial Park Subdivision, being a subdivision of part of Section 7, Township 37 North, Range 8 East of the Third Principal Meridian and part of Section 12, Township 37 North, Range 7 East of the Third Principal Meridian, according to the plat thereof recorded June 4, 2008, as Document Number 2008-00013735, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Beginning at the southeast corner of said Lot 10; thence North 42 degrees 50 minutes 04 seconds East along the easterly line of said Lot 10 a distance of 22.45 feet; thence South 73 degrees 37 minutes 02 seconds West a distance of 45.44 feet, the southerly line of said Lot 10; thence South 82 degrees 39 minutes 55 seconds East along said southerly line a distance of 28.57 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.006 acres, more or less or 261 square feet more or less.

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 1)
Section:	22-37-8
County:	Kendall
Job No.:	23-R0494
Parcel:	0332 Permanent Easement
Index No.:	03-22-200-002

That part of the Northeast Quarter of Section 22, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the southwest corner of said Northeast Quarter of Section 22; thence North 88 degrees 39 minutes 56 seconds East along the south line of said Northeast Quarter of Section 22 a distance of 15.00 feet, to the Point of Beginning; thence continuing North 88 degrees 39 minutes 56 seconds East along said south line a distance of 15.00 feet, to a line 30.00 feet east of and parallel with the west line of said Northeast Quarter of Section 22; thence North 01 degrees 22 minutes 38 seconds West along said parallel line a distance of 2069.85 feet, to the north line of property conveyed per deed document number 2021-00010713; thence South 88 degrees 41 minutes 10 seconds West along said north line a distance of 15.00 feet, to a line 15.00 feet east of and parallel with said west line of the Northeast Quarter of Section 22; thence South 01 degrees 22 minutes 38 seconds East along said parallel line a distance of 2069.86 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 0.713 acres, more or less or 31,048 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.

W I T N E S S E T H

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. <u>Exceptions</u>. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and

regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. **Damages**. To the extent Grantee is unable to restore Grantor's property, Grantee shall reimburse Grantor for any damages to Grantor's property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

11. **Grantee's Execution**. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

12. **Modification or Termination**. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of _____ County, Illinois.

13. **Notices**. All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR: _____
_____
_____
_____
Email:

with a copy to: _____
_____
_____
Email:

If to GRANTEE:

Paul May
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

with a copy to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
Email: pal@lbgalaw.com

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

GRANTOR:

_____

_____

GRANTEE:

DUPAGE WATER COMMISSION

By:_____

Its:_____

This instrument prepared by
and after recording return to:

Phillip A. Luetkehans, Esq.
LUETKEHANS, BRADY, GARNER & ARMSTRONG, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
pal@lbgalaw.com
630-773-8500

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

Route:	FW-1/25 (Section 1)
Section:	22-37-8
County:	Kendall
Job No.:	23-R0494
Parcel:	0332 Temporary Easement
Index No.:	03-22-200-002

That part of the Northeast Quarter of Section 22, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the southwest corner of said Northeast Quarter of Section 22; thence North 88 degrees 39 minutes 56 seconds East along the south line of said Northeast Quarter of Section 22 a distance of 30.00 feet, to a line 30.00 feet east of and parallel with the west line of said Northeast Quarter of Section 22 and the Point of Beginning; thence North 01 degrees 22 minutes 38 seconds West along said parallel line a distance of 2069.85 feet, to the north line of property conveyed per deed document number 2021-00010713; thence North 88 degrees 41 minutes 10 seconds East along said north line a distance of 25.00 feet, to a line 55.00 feet east of and parallel with said west line of the Northeast Quarter of Section 22; thence South 01 degrees 22 minutes 38 seconds East along said parallel line a distance of 2069.84 feet, to said south line of the Northeast Quarter of Section 22; thence South 88 degrees 39 minutes 56 seconds West along said south line a distance of 25.00 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 1.188 acres, more or less or 51,746 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 1)
Section:	22-37-8
County:	Kendall
Job No.:	23-R0494
Parcel:	0333 Permanent Easement
Index No.:	03-22-100-001

That part of the Northwest Quarter of Section 22, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northeast corner of said Northwest Quarter of Section 22; thence South 88 degrees 46 minutes 59 seconds West along the north line of said Northwest Quarter a distance of 42.26 feet, to the Point of Beginning; thence South 17 degrees 40 minutes 34 seconds East a distance of 150.57 feet, to a point on the east line of said Northwest Quarter which point is 144.40 feet south of said northeast corner of the Northwest Quarter as measured along said east line; thence South 01 degrees 22 minutes 38 seconds East along said east line a distance of 53.45 feet; thence North 17 degrees 40 minutes 34 seconds West a distance of 206.30 feet, to said north line of the Northwest Quarter; thence North 88 degrees 46 minutes 59 seconds East along said north line a distance of 15.64 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.061 acres, more or less or 2,677 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS AGREEMENT is made as of this ___ day of _____, 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.

W I T N E S S E T H

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. <u>Exceptions</u>. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and

regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. **Damages**. To the extent Grantee is unable to restore Grantor's property, Grantee shall reimburse Grantor for any damages to Grantor's property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

11. **Grantee's Execution**. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

12. **Modification or Termination**. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of _____ County, Illinois.

13. **Notices**. All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR: _____
_____
_____
_____
Email:

with a copy to: _____
_____
_____
Email:

If to GRANTEE:

Paul May
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

with a copy to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
Email: pal@lbgalaw.com

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

GRANTOR:

_____

_____

GRANTEE:

DUPAGE WATER COMMISSION

By:_____

Its:_____

This instrument prepared by
and after recording return to:

Phillip A. Luetkehans, Esq.
LUETKEHANS, BRADY, GARNER & ARMSTRONG, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
pal@lbgalaw.com
630-773-8500

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

Route:	FW-1/25 (Section 1)
Section:	22-37-8
County:	Kendall
Job No.:	23-R0494
Parcel:	0333 Temporary Easement
Index No.:	03-22-100-001

That part of the Northwest Quarter of Section 22, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northeast corner of said Northwest Quarter of Section 22; thence South 88 degrees 46 minutes 59 seconds West along the north line of said Northwest Quarter a distance of 16.19 feet, to the Point of Beginning; thence continuing South 88 degrees 46 minutes 59 seconds West along said north line a distance of 26.07 feet; thence South 17 degrees 40 minutes 34 seconds East a distance of 150.57 feet, to the east line of said Northwest Quarter; thence North 01 degrees 22 minutes 38 seconds West along said east line a distance of 89.08 feet, to a point 55.32 feet south of said northeast corner of the Northwest Quarter of Section 22; thence North 17 degrees 40 minutes 34 seconds West a distance of 57.69 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.060 acres, more or less or 2,603 square feet, more or less.

GRANT OF
PERMANENT EASEMENT
TO DUPAGE WATER COMMISSION

_____
_____,
their successors, assigns, heirs, administrators and executors (hereinafter collectively referred to as "Grantor"), for and in consideration of the sum of _____ and No/100 Dollars ($_____), and other good and valuable consideration, in hand paid by DuPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, et seq. and 70 ILCS 3720/1, et seq. (hereinafter "Grantee"), the sufficiency and receipt of which is hereby acknowledged, do hereby give and grant unto said Grantee, its successors and assigns, a perpetual, exclusive easement and right-of-way for the purpose of laying, installing, maintaining, operating, renewing, repairing, replacing and removing water mains, manholes and manhole structures, and other facilities and equipment related thereto (hereinafter "Grantee's Facilities"), in, upon, under, along and across the following described property (hereinafter "Easement Premises"):

SEE EXHIBIT "A" ATTACHED HERETO.

together with reasonable right of access thereto for said purposes. This Permanent Easement is exclusive to Grantee. Grantor hereby reserves the right to use the Easement Premises above grade in a manner that does not prevent or interfere with the exercise by Grantee of the rights granted under this Permanent Easement provided, however, that Grantor shall not use or place, or cause or permit to be used or placed, within the Easement Premises any structure, equipment or item whose weight or load will cause damage to Grantee's Facilities or which will in any manner interfere with, disturb, damage, destroy, injure, obstruct or permit to be obstructed Grantee's Facilities or the Easement Premises, shall not interfere with Grantee's access to the Easement Premises or Grantee's Facilities, and shall not connect or permit the connection of Grantee's Facilities to any of Grantor's facilities at any time whatsoever without the prior written consent of Grantee.

Grantee shall restore that portion of Grantor's Property damaged and/or disturbed by Grantee during the original installation of Grantee's Facilities on the Easement Premises and during any subsequent maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's Property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Easement Premises may be temporarily removed during original installation or during maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

To the fullest extent permitted by law, the Grantee agrees to indemnify, defend and hold Grantor, its officers,

directors, employees and tenants harmless from and against all liability, claims, damages, losses and reasonable expenses arising out of or resulting from the Easement Agreement, excepting, however, any such matters which arise out of the acts or omissions of Grantor or their agents, employees, successors, assigns, heirs, administrators, executors or affiliates.

Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Property in exercising its rights granted herein. Grantee shall access the Easement and its facilities utilizing the Easement Premises or public rights-of-way, provided that if Grantee requires temporary access to its Easement and facilities through Grantor's Property, Grantee shall provide notice thereto to Grantor and the parties shall negotiate in good faith to provide such temporary access. Grantor's consent to such temporary access shall not be unreasonably withheld, conditioned or delayed, and Grantee shall restore any part of the Grantor's Property damaged as a result of such utilization to at least as good a condition it was prior to Grantee utilizing the temporary access.

Grantor represents and warrants to the Grantee that the Grantor (i) is the true and lawful owner of the Property described herein and has full right and power to grant and convey the rights granted and conveyed herein, and (ii) has not granted any other permanent rights to, through, across or along the Easement Premises that would prevent Grantee from utilizing the Easement Premises for the intended purposes.

By recording this Grant of Easement, Grantee acknowledges its acceptance hereof and its obligations hereunder and agrees to be bound by the terms hereof.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this _____ day of _____, A.D., 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 1)
Section:	22-37-8
County:	Kendall
Job No.:	23-R0494
Parcel:	0334 Permanent Easement
Index No.:	03-22-400-002

That part of the Southeast Quarter of Section 22, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the southwest corner of said Southeast Quarter of Section 22; thence North 01 degrees 22 minutes 38 seconds West along the west line of said Southeast Quarter of Section 22 a distance of 86.90 feet, to the south line of the north 155 acres of said Southeast Quarter of Section 22; thence North 88 degrees 39 minutes 56 seconds East along said south line a distance of 17.90 feet, to the Point of Beginning; thence continuing North 88 degrees 39 minutes 56 seconds East along said south line a distance of 15.00 feet; thence North 01 degrees 26 minutes 32 seconds West a distance of 2560.25 feet, to a point on the north line of said Southeast Quarter of Section 22 which point is 30.00 feet east of the northwest corner of said Southeast Quarter; thence South 88 degrees 39 minutes 56 seconds West along said north line a distance of 15.00 feet; thence South 01 degrees 26 minutes 32 seconds East a distance of 2560.25 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 0.882 acres, more or less or 38,404 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.

W I T N E S S E T H

1. Incorporation of Recitals and Easement Agreement. The Recitals set forth above are incorporated herein by this reference and made a part of the substantive terms of this Agreement as if once again fully set forth.

2. Temporary Easement. Grantor, for and in consideration of the sum of _____ and No/100 Dollars ($_____), and other good and valuable

consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the Temporary Construction Easement Exhibit (the "Temporary Easement Area"), attached hereto as Exhibit A, to complete the construction and installation of the Facilities. Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Grantor's property in exercising its rights granted herein.

3. **Expiration**. This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire, without any action by either party, three years from the date of the execution of this Agreement by Grantee.

4. **Liens**. Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor or the Temporary Easement Area in favor of Grantee or Grantee's consultants or subcontractors ("Grantee's Agents"). Grantee shall indemnify, defend and hold harmless Grantor and the Temporary Easement Area from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee or Grantee's Agents, and, in the event that any such lien shall arise or accrue against Grantor or the Temporary Easement Area, Grantee shall, promptly following written notice from Grantor of the lien, cause such lien to be released of record by payment thereof or posting of a bond with Grantor in a form and amount which is reasonably satisfactory to Grantor.

5. **Restoration**. Grantee shall restore that portion of Grantor's property damaged and/or disturbed by Grantee during the original installation of Grantee's facilities on the Temporary Easement Area to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting,

Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Temporary Easement Area may be temporarily removed during original installation of Grantee's Facilities on the Temporary Easement Area, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

6. **Reservation**. Grantor reserves the right to use and to allow others the right to use the Temporary Easement Area in any manner that will not adversely affect or materially interfere with the exercise by Grantee of the rights herein granted.

7. **Insurance**. Prior to entry upon the Temporary Easement Area, and at all times during use of the Temporary Easement Area, Grantee and/or Grantee's agents shall have in effect worker's compensation insurance with statutory limits of coverage and commercial general liability insurance naming Grantor as an additional insured with waiver of subrogation and with limits not less than One Million Dollars ($1,000,000) for personal injury, including bodily injury and death, and property damage. Upon written request of Grantor, Grantee shall deliver to Grantor certificates of insurance evidencing such coverage.

8. **Release of Claims; Indemnity**. Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, Grantor's beneficiary(ies) and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "Grantor Indemnitees") from any and all liability, loss, claims,

demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for damage, destruction or theft of property which is directly or indirectly due to operations on, or the use of, the Temporary Easement Area (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities) by Grantee, its agents, employees and contractors, and for those claiming through any of them (collectively the "Grantee Group"), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions.

To the fullest extent permitted by law, Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to Grantee's activities, operations or use of the Temporary Easement Area, or the exercise of Grantee's rights hereunder, by Grantee Group or any member thereof (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions. Grantee will be responsible for all safety measures during the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities to prevent injury to person or damage to property.

9. Exceptions. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and

regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. **Damages**. To the extent Grantee is unable to restore Grantor's property, Grantee shall reimburse Grantor for any damages to Grantor's property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

11. **Grantee's Execution**. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

12. **Modification or Termination**. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of _____ County, Illinois.

13. **Notices**. All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR: _____
_____
_____
_____
Email:

with a copy to: _____
_____
_____
Email:

If to GRANTEE:

Paul May
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

with a copy to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
Email: pal@lbgalaw.com

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

GRANTOR:

_____

_____

GRANTEE:

DUPAGE WATER COMMISSION

By:_____

Its:_____

This instrument prepared by
and after recording return to:

Phillip A. Luetkehans, Esq.
LUETKEHANS, BRADY, GARNER & ARMSTRONG, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
pal@lbgalaw.com
630-773-8500

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 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 1)
Section:	22-37-8
County:	Kendall
Job No.:	23-R0494
Parcel:	0334 Temporary Easement
Index No.:	03-22-400-002

That part of the Southeast Quarter of Section 22, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the southwest corner of said Southeast Quarter of Section 22; thence North 01 degrees 22 minutes 38 seconds West along the west line of said Southeast Quarter of Section 22 a distance of 86.90 feet, to the south line of the north 155 acres of said Southeast Quarter of Section 22; thence North 88 degrees 39 minutes 56 seconds East along said south line a distance of 32.90 feet, to the Point of Beginning; thence North 01 degrees 26 minutes 32 seconds West a distance of 2560.25 feet, to a point on the north line of said Southeast Quarter of Section 22 which point is 30.00 feet east of the northwest corner of said Southeast Quarter; thence North 88 degrees 39 minutes 56 seconds East along said north line a distance of 25.00 feet; thence South 01 degrees 26 minutes 32 seconds East a distance of 2560.25 feet, to said south line of the north 155 acres of said Southeast Quarter of Section 22; thence South 88 degrees 39 minutes 56 seconds West along said south line a distance of 25.00 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 1.469 acres, more or less or 64,006 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 1)
Section:	22 & 27-37-8
County:	Kendall
Job No.:	23-R0494
Parcel:	0335 Permanent Easement 1
Index No.:	03-27-200-007 03-22-400-003

That part of the West Half of the Northeast Quarter of Section 27, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the southwest corner of said Northeast Quarter of Section 27; thence North 01 degrees 20 minutes 18 seconds West along the west line of said Northeast Quarter a distance of 51.00 feet, to a line 51.00 feet north of and parallel with the south line of said Northeast Quarter and the Point of Beginning; thence North 88 degrees 55 minutes 23 seconds East along said parallel line a distance of 33.00 feet, to a line 33.00 feet east of and parallel with said west line of the Northeast Quarter; thence North 01 degrees 20 minutes 18 seconds West along said parallel line a distance of 2162.92 feet, to the south line of property conveyed per Document Number 2014-00004286; thence South 89 degrees 08 minutes 15 seconds West along said south line a distance of 15.00 feet, to a line 18.00 feet east of and parallel with said west line of the Northeast Quarter; thence South 01 degrees 20 minutes 18 seconds East along said parallel line a distance of 2147.97 feet, to a line 66.00 feet north of and parallel with said south line of the Northeast Quarter; thence South 88 degrees 55 minutes 23 seconds West along said parallel line a distance of 18.00 feet, to said west line of the Northeast Quarter; thence South 01 degrees 20 minutes 18 seconds East along said west line a distance of 15.00 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.751 acres, more or less or 32,714 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 1)
Section:	22 & 27-37-8
County:	Kendall
Job No.:	23-R0494
Parcel:	0335 Permanent Easement 2
Index No.:	03-27-200-007 03-22-400-003

That part of the south 5 acres of the Southeast Quarter of Section 22 and the West Half of the Northeast Quarter of Section 27, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northwest corner of said Northeast Quarter of Section 27; thence South 01 degrees 20 minutes 18 seconds East along the west line of said Northeast Quarter of Section 27 a distance of 73.64 feet, to the north line of property conveyed per Document Number 2014-00004286; thence North 89 degrees 08 minutes 15 seconds East along said north line a distance of 18.00 feet, to the Point of Beginning; thence continuing North 89 degrees 08 minutes 15 seconds East along said north line a distance of 15.00 feet, to a line 33.00 feet east of and parallel with said west line of the Northeast Quarter of Section 27; thence North 01 degrees 20 minutes 18 seconds West along said parallel line a distance of 73.85 feet, to the north line of said Northeast Quarter of Section 27; thence North 01 degrees 26 minutes 32 seconds West a distance of 82.53 feet, to a point on the north line of the south 5 acres of said Southeast Quarter of Section 22, which point is 32.91 feet east of the west line of said Southeast Quarter of Section 22 as measured along said north line of the south 5 acres; thence South 88 degrees 46 minutes 31 seconds West along said north line a distance of 15.00 feet; thence South 01 degrees 26 minutes 32 seconds East a distance of 82.53 feet, to said north line of the Northeast Quarter of Section 27; thence South 01 degrees 20 minutes 18 seconds East along a line 18.00 feet east of and parallel with said west line of the Northeast Quarter of Section 27 a distance of 73.75 feet, to the Point of Beginning, Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.054 acres, more or less or 2,345 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS AGREEMENT is made as of this ___ day of _____, 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.

W I T N E S S E T H

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. <u>Exceptions</u>. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and

regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. **Damages**. To the extent Grantee is unable to restore Grantor's property, Grantee shall reimburse Grantor for any damages to Grantor's property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

11. **Grantee's Execution**. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

12. **Modification or Termination**. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of _____ County, Illinois.

13. **Notices**. All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR: _____
_____
_____
_____
Email:

with a copy to: _____
_____
_____
Email:

If to GRANTEE:

Paul May
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

with a copy to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
Email: pal@lbgalaw.com

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

GRANTOR:

_____

_____

GRANTEE:

DUPAGE WATER COMMISSION

By:_____

Its:_____

This instrument prepared by
and after recording return to:

Phillip A. Luetkehans, Esq.
LUETKEHANS, BRADY, GARNER & ARMSTRONG, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
pal@lbgalaw.com
630-773-8500

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

Route:	FW-1/25 (Section 1)
Section:	22 & 27-37-8
County:	Kendall
Job No.:	23-R0494
Parcel:	0335 Temporary Easement 1
Index No.:	03-27-200-007 03-22-400-003

That part of the West Half of the Northeast Quarter of Section 27, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the southwest corner of said Northeast Quarter of Section 27; thence North 01 degrees 20 minutes 18 seconds West along the west line of said Northeast Quarter a distance of 51.00 feet, to a line 51.00 feet north of and parallel with the south line of said Northeast Quarter; thence North 88 degrees 55 minutes 23 seconds East along said parallel line a distance of 33.00 feet, to a line 33.00 feet east of and parallel with said west line of the Northeast Quarter and the Point of Beginning; thence North 01 degrees 20 minutes 18 seconds West along said parallel line a distance of 2162.92 feet, to the south line of property conveyed per Document Number 2014-00004286; thence North 89 degrees 08 minutes 15 seconds East along said south line a distance of 25.00 feet, to a line 58.00 feet east of and parallel with said west line of the Northeast Quarter; thence South 01 degrees 20 minutes 18 seconds East along said parallel line a distance of 2162.83 feet, to said line 51.00 feet north of and parallel with said south line of the Northeast Quarter; thence South 88 degrees 55 minutes 23 seconds West along said parallel line a distance of 25.00 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 1.241 acres, more or less or 54,070 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.

W I T N E S S E T H

1. Incorporation of Recitals and Easement Agreement. The Recitals set forth above are incorporated herein by this reference and made a part of the substantive terms of this Agreement as if once again fully set forth.

2. Temporary Easement. Grantor, for and in consideration of the sum of _____ and No/100 Dollars ($_____), and other good and valuable

consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the Temporary Construction Easement Exhibit (the "Temporary Easement Area"), attached hereto as Exhibit A, to complete the construction and installation of the Facilities. Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Grantor's property in exercising its rights granted herein.

3. **Expiration**. This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire, without any action by either party, three years from the date of the execution of this Agreement by Grantee.

4. **Liens**. Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor or the Temporary Easement Area in favor of Grantee or Grantee's consultants or subcontractors ("Grantee's Agents"). Grantee shall indemnify, defend and hold harmless Grantor and the Temporary Easement Area from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee or Grantee's Agents, and, in the event that any such lien shall arise or accrue against Grantor or the Temporary Easement Area, Grantee shall, promptly following written notice from Grantor of the lien, cause such lien to be released of record by payment thereof or posting of a bond with Grantor in a form and amount which is reasonably satisfactory to Grantor.

5. **Restoration**. Grantee shall restore that portion of Grantor's property damaged and/or disturbed by Grantee during the original installation of Grantee's facilities on the Temporary Easement Area to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting,

Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Temporary Easement Area may be temporarily removed during original installation of Grantee's Facilities on the Temporary Easement Area, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

6. **Reservation**. Grantor reserves the right to use and to allow others the right to use the Temporary Easement Area in any manner that will not adversely affect or materially interfere with the exercise by Grantee of the rights herein granted.

7. **Insurance**. Prior to entry upon the Temporary Easement Area, and at all times during use of the Temporary Easement Area, Grantee and/or Grantee's agents shall have in effect worker's compensation insurance with statutory limits of coverage and commercial general liability insurance naming Grantor as an additional insured with waiver of subrogation and with limits not less than One Million Dollars ($1,000,000) for personal injury, including bodily injury and death, and property damage. Upon written request of Grantor, Grantee shall deliver to Grantor certificates of insurance evidencing such coverage.

8. **Release of Claims; Indemnity**. Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, Grantor's beneficiary(ies) and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "Grantor Indemnitees") from any and all liability, loss, claims,

demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for damage, destruction or theft of property which is directly or indirectly due to operations on, or the use of, the Temporary Easement Area (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities) by Grantee, its agents, employees and contractors, and for those claiming through any of them (collectively the "Grantee Group"), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions.

To the fullest extent permitted by law, Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to Grantee's activities, operations or use of the Temporary Easement Area, or the exercise of Grantee's rights hereunder, by Grantee Group or any member thereof (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions. Grantee will be responsible for all safety measures during the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities to prevent injury to person or damage to property.

9. Exceptions. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and

regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. **Damages**. To the extent Grantee is unable to restore Grantor's property, Grantee shall reimburse Grantor for any damages to Grantor's property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

11. **Grantee's Execution**. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

12. **Modification or Termination**. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of _____ County, Illinois.

13. **Notices**. All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR: _____
_____
_____
_____
Email:

with a copy to: _____
_____
_____
Email:

If to GRANTEE:

Paul May
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

with a copy to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
Email: pal@lbgalaw.com

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

GRANTOR:

_____

_____

GRANTEE:

DUPAGE WATER COMMISSION

By:_____

Its:_____

This instrument prepared by
and after recording return to:

Phillip A. Luetkehans, Esq.
LUETKEHANS, BRADY, GARNER & ARMSTRONG, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
pal@lbgalaw.com
630-773-8500

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 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 1)
Section:	22 & 27-37-8
County:	Kendall
Job No.:	23-R0494
Parcel:	0335 Temporary Easement 2
Index No.:	03-27-200-007 03-22-400-003

That part of the south 5 acres of the Southeast Quarter of Section 22 and the West Half of the Northeast Quarter of Section 27, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northwest corner of said Northeast Quarter of Section 27; thence South 01 degrees 20 minutes 18 seconds East along the west line of said Northeast Quarter of Section 27 a distance of 73.64 feet, to the north line of property conveyed per Document Number 2014-00004286; thence North 89 degrees 08 minutes 15 seconds East along said north line a distance of 33.00 feet, to a line 33.00 feet east of and parallel with said west line of the Northeast Quarter of Section 27 and the Point of Beginning; thence North 01 degrees 20 minutes 18 seconds West along said parallel line a distance of 73.85 feet, to the north line of said Northeast Quarter of Section 27; thence North 01 degrees 26 minutes 32 seconds West a distance of 82.53 feet, to a point on the north line of the south 5 acres of said Southeast Quarter of Section 22, which point is 32.91 feet east of the west line of said Southeast Quarter of Section 22 as measured along said north line of the south 5 acres; thence North 88 degrees 46 minutes 31 seconds East along said north line a distance of 25.00 feet; thence South 01 degrees 26 minutes 32 seconds East a distance of 82.53 feet, to said north line of the Northeast Quarter of Section 27; thence South 01 degrees 20 minutes 18 seconds East along a line 58.00 feet east of and parallel with said west line of the Northeast Quarter of Section 27 a distance of 74.01 feet, to said north line of property conveyed per Document Number 2014-00004286; thence South 89 degrees 08 minutes 15 seconds West along said north line a distance of 25.00 feet, to the Point of Beginning, Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.090 acres, more or less or 3,911 square feet, more or less.

Resolution #:	**O-9-25**
Account:	01-80-8520
Approvals:	*Author / Manager / Finance / Admin*
	JL JML CAP PDM

REQUEST FOR BOARD ACTION

Date: 8/14/2025

Description: **An Ordinance Authorizing the Acquisition of Easements by the DuPage Water Commission Over Certain Property for the Purpose of Providing Water to the Village of Montgomery, the Village of Oswego and the United City of Yorkville**

Agenda Section: Engineering & Construction

Originating Department: Engineering

Ordinance No. O-9-25 would authorize the General Manager, his staff and the Commission's attorneys and consultants to acquire previously negotiated easements determined to be necessary to construct the WaterLink Pipeline Project.

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

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

The items brought forward under Ordinance O-9-25 are those that have already been negotiated, with an amount of compensation having been agreed upon by both parties, pending Board approval.

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

Recommended Motion:

To adopt Ordinance No. O-9-25

DUPAGE WATER COMMISSION

ORDINANCE NO. O-9-25

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

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

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

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

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

WHEREAS, the Commission has previously found that it is in the best interests of the Commission and instructed the General Manager and his staff to take the necessary steps to construct the Waterworks Improvements that are necessary to comply with the terms of the Purchase and Sale Agreements; and

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

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

WHEREAS, the Board of Commissioners of the Commission find that the easements over the parcels of real estate as described in the attached Exhibits 1 through 17 (the "Subject Properties") should be acquired and are necessary and desirable for the purposes as hereinabove set forth; and

WHEREAS, for this purpose, the Board of Commissioners of the Commission adopted Ordinance Nos. O-5-25 and O-7-25 empowering the General Manager, his staff and the Commission's attorneys to take the necessary steps, either by negotiation or condemnation, to acquire the easements over the Subject Properties as set forth in Exhibits 1 through 17 (the "Easements"); and

WHEREAS, the owners of the Subject Properties have agreed to sell the Easements in accordance with the terms set forth in Exhibits 1 through 17; and

WHEREAS, the Commission has determined that the total cost for the purchase of the Easements in the amount of $95,500.00 is reasonable; and

WHEREAS, the Commission has determined that the terms for the purchase of the Easements are reasonable.

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

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

SECTION TWO: That it is necessary and desirable that the Easements described in Exhibits 1 through 17 attached hereto, be acquired by the Commission for one or more of the purposes set forth herein.

SECTION THREE: That the General Manager, his staff and the Commission's attorneys and

consultants be, and hereby are, authorized, directed and empowered to take the necessary steps to purchase the Easements over the Subject Properties as described in Exhibits 1 through 17.

SECTION FOUR: The Clerk for the Commission be and is hereby authorized and directed to transmit a copy of this Ordinance to the attorney for the Commission and may provide certified copies of said Ordinance upon proper request from the general public.

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

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

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

ADOPTED THIS _____ DAY OF _____, 2025.

_____
James Zay, Chairman

ATTEST:

_____
Danna Mundall, Clerk
Board/Resolutions/2025/O-9-25.docx

EXHIBIT A

GRANT OF PERMANENT EASEMENT TO DUPAGE WATER COMMISSION

Board of Education of Oswego Community Unit School District No. 308, Kendall, Kane and Will Counties, Illinois, a school district, their successors, assigns, heirs, administrators and executors (hereinafter collectively referred to as "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars ($10.00), 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.

Board of Education of Oswego Community Unit School District No. 308, Kendall, Kane and Will Counties, Illinois

By: _____

Dominick Cirone
President, Board of Education

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:
1525 Harvey Road
Oswego, IL 60543

County: Kendall
Parcel No: 0306PE
PIN: 03-11-400-007, 03-12-300-013,
03-13-100-020

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Dominick Cirone, as Board of Education President of Grantor, 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 he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

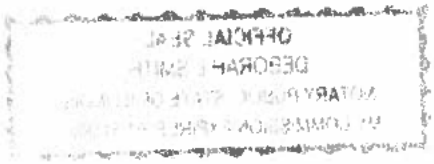
Given under my hand and notarial seal on this 28th day of July, 2025.

OFFICIAL SEAL
DEBORAH L SMITH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 01/31/2027

[redacted]
Notary Public

EXHIBIT A

Legal Description/Depiction of Permanent Easement Area



Route: FW-1/25 (Section 1)
Section: 12 & 13-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0306 Permanent Easement

Index No.: 03-12-300-013
03-11-400-007
03-13-100-020

That part of the West Half of the Southwest Quarter of Section 12 and part of the Northwest Quarter of the Northwest Quarter of Section 13, both in Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Beginning at the southwest corner of said Southwest Quarter of Section 12; thence North 00 degrees 56 minutes 52 seconds West along the west line of said Southwest Quarter a distance of 918.91 feet; thence North 87 degrees 13 minutes 55 seconds East a distance of 476.59 feet; thence North 55 degrees 21 minutes 19 seconds East a distance of 30.46 feet; thence North 87 degrees 38 minutes 13 seconds East a distance of 653.39 feet; thence North 37 degrees 10 minutes 15 seconds East a distance of 137.45 feet; thence North 00 degrees 21 minutes 48 seconds West a distance of 678.05 feet; thence North 01 degrees 56 minutes 02 seconds West a distance of 55.44 feet; thence North 04 degrees 27 minutes 42 seconds West a distance of 92.59 feet; thence North 00 degrees 00 minutes 00 seconds East a distance of 571.98 feet; thence North 38 degrees 57 minutes 41 seconds East a distance of 39.11 feet; thence North 00 degrees 51 minutes 00 seconds West a distance of 141.00 feet, to a point on the north line of said Southwest Quarter of Section 12 which point is 55.00 feet west of the northeast corner of said West Half of the Southwest Quarter of Section 12; thence North 88 degrees 58 minutes 55 seconds East along said north line a distance of 15.00 feet; thence South 00 degrees 51 minutes 00 seconds East a distance of 146.48 feet; thence South 38 degrees 57 minutes 41 seconds West a distance of 39.23 feet; thence South 00 degrees 00 minutes 00 seconds West a distance of 566.09 feet; thence South 04 degrees 27 minutes 42 seconds East a distance of 92.34 feet; thence South 01 degrees 56 minutes 02 seconds East a distance of 55.98 feet; thence South 00 degrees 21 minutes 48 seconds East a distance of 683.35 feet; thence South 37 degrees 10 minutes 15 seconds West a distance of 149.62 feet; thence South 87 degrees 38 minutes 13 seconds West a distance of 656.11 feet; thence South 55 degrees 21 minutes 19 seconds West a distance of 30.40 feet; thence South 87 degrees 13 minutes 55 seconds West a distance of 466.34

feet, to a line 15.00 feet east of and parallel with said west line of the Southwest Quarter of Section 12; thence South 00 degrees 56 minutes 52 seconds East along said parallel line a distance of 904.39 feet, to the south line of said Southwest Quarter of Section 12 also being the north line of said Northwest Quarter of the Northwest Quarter of Section 13; thence South 01 degrees 15 minutes 08 seconds East along a line 15.00 feet east of and parallel with the west line of said Northwest Quarter of the Northwest Quarter of Section 13 a distance of 113.47 feet; thence North 88 degrees 44 minutes 52 seconds East a distance of 10.00 feet, to a line 25.00 feet east of and parallel with the west line of said Northwest Quarter of the Northwest Quarter of Section 13; thence South 01 degrees 15 minutes 08 seconds East along said parallel line a distance of 20.00 feet; thence South 88 degrees 44 minutes 52 seconds West a distance of 10.00 feet, to a line 15.00 feet east of and parallel with the west line of said Northwest Quarter of the Northwest Quarter of Section 13; thence South 01 degrees 15 minutes 08 seconds East along said parallel line a distance of 41.03 feet, to the northerly line of property conveyed for highway purposes per Document Number 2022-00016374; thence South 82 degrees 17 minutes 32 seconds West along said northerly line a distance of 15.10 feet, to said west line of the Northwest Quarter of the Northwest Quarter of Section 13; thence North 01 degrees 15 minutes 08 seconds West along said west line a distance of 176.29 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 1.371 acres, more or less or 59,720 square feet, more or less.

EXHIBIT B

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS AGREEMENT is made as of this ___ day of _____, 2025 by and between the Board of Education of Oswego Community Unit School District No. 308, Kendall, Kane and Will Counties, Illinois, a school district ("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 Ten and No/100 Dollars ($10.00), 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 Kendall 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:
Dr. Andalib Khelghati
Superintendent
Oswego Community Unit School District 308
4175 Rt. 71
Oswego, Illinois 60543
Email: akhelghati@sd308.org

with a copy to:
Stuart L. Whitt, Esq.
Whitt Law LLC
70 S. Constitution Drive
Aurora, Illinois 60506
Email: swhitt@whittlaw.com

If to GRANTEE:

Paul May
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

with a copy to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
Email: pal@lbgalaw.com

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

[Signatures on following pages]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

GRANTOR:

Board of Education of Oswego Community Unit School District No. 308, Kendall, Kane and Will Counties, Illinois

By [redacted]

Its President

GRANTEE:

DUPAGE WATER COMMISSION

By:_____

Its:_____

This instrument prepared by and after recording return to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
pal@lbgalaw.com
630-773-8500

Property Address:
1525 Harvey Road
Oswego, IL 60543

County: Kendall
Parcel No: 0306TE-1, 2, & 3
PIN: 03-11-400-007, 03-12-300-013, 03-13-100-020, 03-14-200-029

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Dominick Cirone, as Board of Education President of Grantor, 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 he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this 28th day of July, 2025.



Notary Public

OFFICIAL SEAL
DEBORAH L SMITH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 01/31/2027

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 _____, as _____ of the DuPage Water Commission, 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 he/she signed, sealed and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

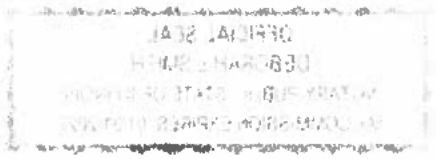
Given under my hand and notarial seal on this _____ day of _____, 2025.

_____

Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area



Route: FW-1/25 (Section 1)

Section: 12 & 13-37-8

County: Kendall

Job No.: 23-R0494

Parcel: 0306 Temporary Easement 1

Index No.: 03-12-300-013
03-11-400-007
03-13-100-020

That part of the West Half of the Southwest Quarter of Section 12, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the southwest corner of said Southwest Quarter of Section 12; thence North 00 degrees 56 minutes 52 seconds West along the west line of said Southwest Quarter a distance of 918.91 feet, to the Point of Beginning; thence North 87 degrees 13 minutes 55 seconds East a distance of 476.59 feet; thence North 55 degrees 21 minutes 19 seconds East a distance of 30.46 feet; thence North 87 degrees 38 minutes 13 seconds East a distance of 653.39 feet; thence North 37 degrees 10 minutes 15 seconds East a distance of 137.45 feet; thence North 00 degrees 21 minutes 48 seconds West a distance of 678.05 feet; thence North 01 degrees 56 minutes 02 seconds West a distance of 55.44 feet; thence North 04 degrees 27 minutes 42 seconds West a distance of 92.59 feet; thence North 00 degrees 00 minutes 00 seconds East a distance of 571.98 feet; thence North 38 degrees 57 minutes 41 seconds East a distance of 39.11 feet; thence North 00 degrees 51 minutes 00 seconds West a distance of 141.00 feet, to a point on the north line of said Southwest Quarter of Section 12 which point is 55.00 feet west of the northeast corner of said West Half of the Southwest Quarter of Section 12; thence South 88 degrees 58 minutes 55 seconds West along said north line a distance of 20.00 feet; thence South 00 degrees 51 minutes 00 seconds East a distance of 133.70 feet; thence South 38 degrees 57 minutes 41 seconds West a distance of 38.94 feet; thence South 00 degrees 00 minutes 00 seconds East a distance of 579.83 feet; thence South 04 degrees 27 minutes 42 seconds East a distance of 92.93 feet; thence South 01 degrees 56 minutes 02 seconds East a distance of 54.73 feet; thence South 00 degrees 21 minutes 48 seconds East a distance of 654.57 feet; thence South 37 degrees 10 minutes 15 seconds West a distance of 129.53 feet; thence South 87 degrees 38 minutes 13 seconds West a

distance of 660.20 feet; thence South 00 degrees 56 minutes 52 seconds East a distance of 33.25 feet; thence South 87 degrees 13 minutes 55 seconds West a distance of 480.24 feet, to said west line of the Southwest Quarter; thence South 00 degrees 56 minutes 52 seconds East a distance of 13.01 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 1.417 acres, more or less or 61,744 square feet, more or less.

Route: FW-1/25 (Section 1)

Section: 12 & 13-37-8

County: Kendall

Job No.: 23-R0494

Parcel: 0306 Temporary Easement 2

Index No.: 03-12-300-013
03-11-400-007
03-13-100-020

That part of the West Half of the Southwest Quarter of Section 12, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northeast corner of said West Half of the Southwest Quarter of Section 12; thence South 88 degrees 58 minutes 55 seconds West along the north line of said Southwest Quarter of Section 12 a distance of 22.50 feet, to the Point of Beginning; thence continuing South 88 degrees 58 minutes 55 seconds West along said north line a distance of 17.50 feet; thence South 00 degrees 51 minutes 00 seconds East a distance of 146.48 feet; thence South 38 degrees 57 minutes 41 seconds West a distance of 39.23 feet; thence South 00 degrees 00 minutes 00 seconds West a distance of 566.09 feet; thence South 04 degrees 27 minutes 42 seconds East a distance of 92.34 feet; thence South 01 degrees 56 minutes 02 seconds East a distance of 55.98 feet; thence South 00 degrees 21 minutes 48 seconds East a distance of 683.35 feet; thence North 89 degrees 38 minutes 12 seconds East a distance of 20.00 feet; thence North 00 degrees 21 minutes 48 seconds West a distance of 683.63 feet; thence North 01 degrees 56 minutes 02 seconds West a distance of 56.69 feet; thence North 04 degrees 27 minutes 42 seconds West a distance of 92.00 feet; thence North 00 degrees 00 minutes 00 seconds East a distance of 558.23 feet; thence North 38 degrees 57 minutes 41 seconds East a distance of 34.86 feet; thence North 00 degrees 42 minutes 07 seconds West a distance of 157.26 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 0.717 acres, more or less or 31,253 square feet, more or less.

Route:	FW-1/25 (Section 1)
Section:	12 & 13-37-8
County:	Kendall
Job No.:	23-R0494
Parcel:	0306 Temporary Easement 3
Index No.:	03-12-300-013 03-11-400-007 03-13-100-020

That part of the West Half of the Southwest Quarter of Section 12 and part of the Northwest Quarter of the Northwest Quarter of Section 13, both in Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the southwest corner of said Southwest Quarter of Section 12; thence North 89 degrees 05 minutes 57 seconds East along the south line of said Southwest Quarter of Section 12 a distance of 15.00 feet, to a line 15.00 feet east of and parallel with the west line of said Northwest Quarter of the Northwest Quarter of Section 13, and the Point of Beginning; thence South 01 degrees 15 minutes 08 seconds East along said parallel line 3 a distance of 113.47 feet; thence North 88 degrees 44 minutes 52 seconds East a distance of 10.00 feet, to a line 25.00 feet east of and parallel with the west line of said Northwest Quarter of the Northwest Quarter of Section 13; thence South 01 degrees 15 minutes 08 seconds East along said parallel line a distance of 20.00 feet; thence South 88 degrees 44 minutes 52 seconds West a distance of 10.00 feet, to a line 15.00 feet east of and parallel with the west line of said Northwest Quarter of the Northwest Quarter of Section 13; thence South 01 degrees 15 minutes 08 seconds East along said parallel line a distance of 41.03 feet, to the northerly line of property conveyed for highway purposes per Document Number 2022-00016374; thence North 82 degrees 17 minutes 32 seconds East along said northerly line a distance of 35.22 feet, to a line 50.00 feet east of and parallel with said west line of the Northwest Quarter of the Northwest Quarter of Section 13; thence North 01 degrees 15 minutes 08 seconds West along said parallel line a distance of 170.33 feet, to the north line of said Northwest Quarter of the Northwest Quarter of Section 13 also being said south line of the Southwest Quarter of Section 12; thence North 00 degrees 56 minutes 52 seconds West along a line 50.00 feet east of and parallel with the west line of said Southwest Quarter of Section 12 a distance of 905.53 feet; thence South 87 degrees 13 minutes 55 seconds West a distance of 35.02 feet, to a line 15.00 feet east of and parallel with the west line of said Southwest Quarter of Section 12; thence South 00 degrees 56 minutes 52 seconds East along said parallel line

a distance of 904.39 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 0.861 acres, more or less or 37,508 square feet, more or less.

GRANT OF
PERMANENT EASEMENT
TO DUPAGE WATER COMMISSION

_____
_____,
their successors, assigns, heirs, administrators and executors (hereinafter collectively referred to as "Grantor"), for and in consideration of the sum of _____ and No/100 Dollars ($_____), and other good and valuable consideration, in hand paid by DuPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, et seq. and 70 ILCS 3720/1, et seq. (hereinafter "Grantee"), the sufficiency and receipt of which is hereby acknowledged, do hereby give and grant unto said Grantee, its successors and assigns, a perpetual, exclusive easement and right-of-way for the purpose of laying, installing, maintaining, operating, renewing, repairing, replacing and removing water mains, manholes and manhole structures, and other facilities and equipment related thereto (hereinafter "Grantee's Facilities"), in, upon, under, along and across the following described property (hereinafter "Easement Premises"):

SEE EXHIBIT "A" ATTACHED HERETO.

together with reasonable right of access thereto for said purposes. This Permanent Easement is exclusive to Grantee. Grantor hereby reserves the right to use the Easement Premises above grade in a manner that does not prevent or interfere with the exercise by Grantee of the rights granted under this Permanent Easement provided, however, that Grantor shall not use or place, or cause or permit to be used or placed, within the Easement Premises any structure, equipment or item whose weight or load will cause damage to Grantee's Facilities or which will in any manner interfere with, disturb, damage, destroy, injure, obstruct or permit to be obstructed Grantee's Facilities or the Easement Premises, shall not interfere with Grantee's access to the Easement Premises or Grantee's Facilities, and shall not connect or permit the connection of Grantee's Facilities to any of Grantor's facilities at any time whatsoever without the prior written consent of Grantee.

Grantee shall restore that portion of Grantor's Property damaged and/or disturbed by Grantee during the original installation of Grantee's Facilities on the Easement Premises and during any subsequent maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's Property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Easement Premises may be temporarily removed during original installation or during maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

To the fullest extent permitted by law, the Grantee agrees to indemnify, defend and hold Grantor, its officers,

directors, employees and tenants harmless from and against all liability, claims, damages, losses and reasonable expenses arising out of or resulting from the Easement Agreement, excepting, however, any such matters which arise out of the acts or omissions of Grantor or their agents, employees, successors, assigns, heirs, administrators, executors or affiliates.

Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Property in exercising its rights granted herein. Grantee shall access the Easement and its facilities utilizing the Easement Premises or public rights-of-way, provided that if Grantee requires temporary access to its Easement and facilities through Grantor's Property, Grantee shall provide notice thereto to Grantor and the parties shall negotiate in good faith to provide such temporary access. Grantor's consent to such temporary access shall not be unreasonably withheld, conditioned or delayed, and Grantee shall restore any part of the Grantor's Property damaged as a result of such utilization to at least as good a condition it was prior to Grantee utilizing the temporary access.

Grantor represents and warrants to the Grantee that the Grantor (i) is the true and lawful owner of the Property described herein and has full right and power to grant and convey the rights granted and conveyed herein, and (ii) has not granted any other permanent rights to, through, across or along the Easement Premises that would prevent Grantee from utilizing the Easement Premises for the intended purposes.

By recording this Grant of Easement, Grantee acknowledges its acceptance hereof and its obligations hereunder and agrees to be bound by the terms hereof.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this _____ day of _____, A.D., 2025.

[OWNER NAME]

_____

_____

This document prepared by
and returned to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive
Suite 305
West Chicago, IL 60185

Property Address:

_____
_____
PIN: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

EXHIBIT A

Legal Description/Depiction of Permanent Easement Area

Route: TW-6/25 (Section 3)
Section: 9-37-8
County: Will
Job No.: 23-R0494
Parcel: 0213 Permanent Easement

Index No.: 03-04-353-001

That part of Lot 229 in Unit No. 7 of Boulder Hill, a subdivision in part of the South Half of Section 5 and the West Half of Section 4, Township 37 North, Range 8 east of the Third Principal Meridian, according to the plat recorded as Document Number 127364, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Beginning at the southeast corner of said Lot 229; thence North 00 degrees 07 minutes 08 seconds West along the east line of said Lot 229 a distance of 13.94 feet; thence North 75 degrees 45 minutes 42 seconds West a distance of 82.42 feet, to a line 35.00 feet north of and parallel with the south line of said Lot 229; thence South 89 degrees 26 minutes 08 seconds West along said parallel line a distance of 31.68 feet; thence South 44 degrees 26 minutes 08 seconds West a distance of 49.50 feet, to said south line of Lot 229; thence North 89 degrees 26 minutes 08 seconds East along said south line a distance of 146.26 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 0.084 acres, more or less or 3,670 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.

W I T N E S S E T H

1. Incorporation of Recitals and Easement Agreement. The Recitals set forth above are incorporated herein by this reference and made a part of the substantive terms of this Agreement as if once again fully set forth.

2. Temporary Easement. Grantor, for and in consideration of the sum of _____ and No/100 Dollars ($_____), and other good and valuable

consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the Temporary Construction Easement Exhibit (the "Temporary Easement Area"), attached hereto as Exhibit A, to complete the construction and installation of the Facilities. Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Grantor's property in exercising its rights granted herein.

3. **Expiration**. This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire, without any action by either party, three years from the date of the execution of this Agreement by Grantee.

4. **Liens**. Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor or the Temporary Easement Area in favor of Grantee or Grantee's consultants or subcontractors ("Grantee's Agents"). Grantee shall indemnify, defend and hold harmless Grantor and the Temporary Easement Area from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee or Grantee's Agents, and, in the event that any such lien shall arise or accrue against Grantor or the Temporary Easement Area, Grantee shall, promptly following written notice from Grantor of the lien, cause such lien to be released of record by payment thereof or posting of a bond with Grantor in a form and amount which is reasonably satisfactory to Grantor.

5. **Restoration**. Grantee shall restore that portion of Grantor's property damaged and/or disturbed by Grantee during the original installation of Grantee's facilities on the Temporary Easement Area to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting,

Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Temporary Easement Area may be temporarily removed during original installation of Grantee's Facilities on the Temporary Easement Area, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

6. **Reservation**. Grantor reserves the right to use and to allow others the right to use the Temporary Easement Area in any manner that will not adversely affect or materially interfere with the exercise by Grantee of the rights herein granted.

7. **Insurance**. Prior to entry upon the Temporary Easement Area, and at all times during use of the Temporary Easement Area, Grantee and/or Grantee's agents shall have in effect worker's compensation insurance with statutory limits of coverage and commercial general liability insurance naming Grantor as an additional insured with waiver of subrogation and with limits not less than One Million Dollars ($1,000,000) for personal injury, including bodily injury and death, and property damage. Upon written request of Grantor, Grantee shall deliver to Grantor certificates of insurance evidencing such coverage.

8. **Release of Claims; Indemnity**. Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, Grantor's beneficiary(ies) and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "Grantor Indemnitees") from any and all liability, loss, claims,

demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for damage, destruction or theft of property which is directly or indirectly due to operations on, or the use of, the Temporary Easement Area (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities) by Grantee, its agents, employees and contractors, and for those claiming through any of them (collectively the "Grantee Group"), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions.

To the fullest extent permitted by law, Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to Grantee's activities, operations or use of the Temporary Easement Area, or the exercise of Grantee's rights hereunder, by Grantee Group or any member thereof (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions. Grantee will be responsible for all safety measures during the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities to prevent injury to person or damage to property.

9. Exceptions. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and

regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. **Damages**. To the extent Grantee is unable to restore Grantor's property, Grantee shall reimburse Grantor for any damages to Grantor's property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

11. **Grantee's Execution**. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

12. **Modification or Termination**. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of _____ County, Illinois.

13. **Notices**. All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR: _____
_____
_____
_____
Email:

with a copy to: _____
_____
_____
Email:

If to GRANTEE:

Paul May
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

with a copy to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
Email: pal@lbgalaw.com

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

GRANTOR:

_____

_____

GRANTEE:

DUPAGE WATER COMMISSION

By:_____

Its:_____

This instrument prepared by
and after recording return to:

Phillip A. Luetkehans, Esq.
LUETKEHANS, BRADY, GARNER & ARMSTRONG, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
pal@lbgalaw.com
630-773-8500

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 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 3)
Section: 9-37-8
County: Will
Job No.: 23-R0494
Parcel: 0213 Temporary Easement

Index No.: 03-04-353-001

That part of Lot 229 in Unit No. 7 of Boulder Hill, a subdivision in part of the South Half of Section 5 and the West Half of Section 4, Township 37 North, Range 8 east of the Third Principal Meridian, according to the plat recorded as Document Number 127364, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the southeast corner of said Lot 229; thence North 00 degrees 07 minutes 08 seconds West along the east line of said Lot 229 a distance of 13.94 feet, to the Point of Beginning; thence North 75 degrees 45 minutes 42 seconds West a distance of 82.42 feet, to a line 35.00 feet north of and parallel with the south line of said Lot 229; thence South 89 degrees 26 minutes 08 seconds West along said parallel line a distance of 31.68 feet; thence South 44 degrees 26 minutes 08 seconds West a distance of 49.50 feet, to a point on the south line of said Lot 229 which point is 146.26 feet west of the southeast corner of said Lot 229; thence North 00 degrees 07 minutes 08 seconds West along a line parallel with said east line of Lot 229 a distance of 65.00 feet, to a line 65.00 feet north of and parallel with said south line of Lot 229; thence North 89 degrees 26 minutes 08 seconds East along said parallel line a distance of 146.26 feet, to said east line of Lot 229; thence South 00 degrees 07 minutes 08 seconds East along said east line a distance of 51.06 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.134 acres, more or less or 5,836 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 1)
Section: 12-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0303 Permanent Easement

Index No.: 03-12-101-022

That part of Lot 283 in Ogden Falls, Unit 3, Phase 1, being a subdivision of part of the Northeast Quarter of Section 11 and part of the Northwest Quarter of Section 12, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the east most northeast corner of said Lot 283; thence South 89 degrees 04 minutes 50 seconds West along the east most north line of said Lot 283 a distance of 10.50 feet, to a line 10.50 feet west of and parallel with the east line of said Lot 283 and the Point of Beginning; thence South 01 degrees 03 minutes 09 seconds East along said parallel line a distance of 283.87 feet, to the south line of said Lot 283; thence South 89 degrees 05 minutes 09 seconds West along said south line a distance of 15.00 feet, to a line 25.50 feet west of and parallel with the east line of said Lot 283; thence North 01 degrees 03 minutes 09 seconds West along said parallel line a distance of 283.87 feet, to said east most north line of Lot 283; thence North 89 degrees 04 minutes 50 seconds East along said east most north line a distance of 15.00 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.098 acres, more or less or 4,258 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.

W I T N E S S E T H

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. <u>Exceptions</u>. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and

regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. **Damages**. To the extent Grantee is unable to restore Grantor's property, Grantee shall reimburse Grantor for any damages to Grantor's property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

11. **Grantee's Execution**. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

12. **Modification or Termination**. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of _____ County, Illinois.

13. **Notices**. All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR: _____
_____
_____
_____
Email:

with a copy to: _____
_____
_____
Email:

If to GRANTEE:

Paul May
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

with a copy to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
Email: pal@lbgalaw.com

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

GRANTOR:

_____

_____

GRANTEE:

DUPAGE WATER COMMISSION

By:_____

Its:_____

This instrument prepared by
and after recording return to:

Phillip A. Luetkehans, Esq.
LUETKEHANS, BRADY, GARNER & ARMSTRONG, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
pal@lbgalaw.com
630-773-8500

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

Route: FW-1/25 (Section 1)
Section: 12-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0303 Temporary Easement

Index No.: 03-12-101-022

That part of Lot 283 in Ogden Falls, Unit 3, Phase 1, being a subdivision of part of the Northeast Quarter of Section 11 and part of the Northwest Quarter of Section 12, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Beginning at the northeast corner of said Lot 283; thence South 89 degrees 04 minutes 50 seconds West along the east most north line of said Lot 283 a distance of 10.50 feet, to a line 10.50 feet west of and parallel with the east line of said Lot 283; thence South 01 degrees 03 minutes 09 seconds East along said parallel line a distance of 283.87 feet, to the south line of said Lot 283; thence North 89 degrees 05 minutes 09 seconds East along said south line a distance of 10.50 feet, to said east line of said Lot 283; thence North 01 degrees 03 minutes 09 seconds West along said east line a distance of 283.87 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 2,981 square feet, more or less.

GRANT OF
PERMANENT EASEMENT
TO DUPAGE WATER COMMISSION

_____
_____,
their successors, assigns, heirs, administrators and executors (hereinafter collectively referred to as "Grantor"), for and in consideration of the sum of _____ and No/100 Dollars ($_____), and other good and valuable consideration, in hand paid by DuPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, et seq. and 70 ILCS 3720/1, et seq. (hereinafter "Grantee"), the sufficiency and receipt of which is hereby acknowledged, do hereby give and grant unto said Grantee, its successors and assigns, a perpetual, exclusive easement and right-of-way for the purpose of laying, installing, maintaining, operating, renewing, repairing, replacing and removing water mains, manholes and manhole structures, control cabinets and other facilities and equipment related thereto (hereinafter "Grantee's Facilities"), in, upon, under, along and across the following described property (hereinafter "Easement Premises"), whether below grade or above grade:

SEE EXHIBIT "A" ATTACHED HERETO.

together with reasonable right of access thereto for said purposes. This Permanent Easement is exclusive to Grantee; Grantor shall not grant to any other person or entity any easement right or other right to use, the Easement Premises below grade, at grade or above grade. Grantor hereby reserves the right to use that portion of the Easement Premises that does not contain any above-grade Grantee Facilities in a manner that does not prevent or interfere with the exercise by Grantee of the rights granted under this Permanent Easement provided, however, that Grantor shall not use or place, or cause or permit to be used or placed, within the Easement Premises any structure, equipment or item whose weight or load will cause damage to Grantee's Facilities or which will in any manner interfere with, disturb, damage, destroy, injure, obstruct or permit to be obstructed Grantee's Facilities, whether below grade or above grade, or the Easement Premises, shall not interfere with Grantee's access to the Easement Premises or Grantee's Facilities, and shall not connect or permit the connection of Grantee's Facilities to any of Grantor's facilities at any time whatsoever without the prior written consent of Grantee.

Grantee shall restore that portion of Grantor's Property damaged and/or disturbed by Grantee during the original installation of Grantee's Facilities on the Easement Premises and during any subsequent maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's Property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner.

To the fullest extent permitted by law, the Grantee agrees to indemnify, defend and hold Grantor, its officers, directors, employees and tenants harmless from and against all liability, claims, damages, losses and

reasonable expenses arising out of or resulting from the Easement Agreement, excepting, however, any such matters which arise out of the acts or omissions of Grantor or their agents, employees, successors, assigns, heirs, administrators, executors or affiliates.

Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Property in exercising its rights granted herein. Grantee shall access the Easement and its facilities utilizing the Easement Premises or public rights-of-way, provided that if Grantee requires temporary access to its Easement and facilities through Grantor's Property, Grantee shall provide notice thereto to Grantor and the parties shall negotiate in good faith to provide such temporary access. Grantor's consent to such temporary access shall not be unreasonably withheld, conditioned or delayed, and Grantee shall restore any part of the Grantor's Property damaged as a result of such utilization to at least as good a condition it was prior to Grantee utilizing the temporary access.

Grantor represents and warrants to the Grantee that the Grantor (i) is the true and lawful owner of the Property described herein and has full right and power to grant and convey the rights granted and conveyed herein, and (ii) has not granted any other permanent rights to, through, across or along the Easement Premises that would prevent Grantee from utilizing the Easement Premises for the intended purposes.

By recording this Grant of Easement, Grantee acknowledges its acceptance hereof and its obligations hereunder and agrees to be bound by the terms hereof.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this _____ day of _____, A.D., 2025.

[OWNER NAME]

_____

_____

This document prepared by
and returned to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive
Suite 305
West Chicago, IL 60185

Property Address:

_____
_____
PIN: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

EXHIBIT A

Legal Description/Depiction of Permanent Easement Area

Route: FW-1/25 (Section 1)
Section: 12-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0304 Permanent Easement

Index No.: 03-12-104-008

That part of Lot 284 in Ogden Falls, Unit 3, Phase 1, being a subdivision of part of the Northeast Quarter of Section 11 and part of the Northwest Quarter of Section 12, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northeast corner of said Lot 284; thence South 89 degrees 05 minutes 09 seconds West along the north line of said Lot 284 a distance of 15.00 feet, to a line 15.00 feet west of and parallel with the east line of said Lot 284 and the Point of Beginning; thence South 01 degrees 03 minutes 09 seconds East along said parallel line a distance of 130.00 feet, to the south line of said Lot 284; thence South 89 degrees 05 minutes 09 seconds West along said south line a distance of 15.00 feet, to a line 30.00 feet west of and parallel with the east line of said Lot 284; thence North 01 degrees 03 minutes 09 seconds West along said parallel line a distance of 130.00 feet, to said north line of Lot 284; thence North 89 degrees 05 minutes 09 seconds East along said north line a distance of 15.00 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.045 acres, more or less or 1,950 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.

W I T N E S S E T H

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. <u>Exceptions</u>. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and

regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. **Damages**. To the extent Grantee is unable to restore Grantor's property, Grantee shall reimburse Grantor for any damages to Grantor's property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

11. **Grantee's Execution**. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

12. **Modification or Termination**. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of _____ County, Illinois.

13. **Notices**. All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR: _____
_____
_____
_____
Email:

with a copy to: _____
_____
_____
Email:

If to GRANTEE:

Paul May
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

with a copy to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
Email: pal@lbgalaw.com

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

GRANTOR:

_____

_____

GRANTEE:

DUPAGE WATER COMMISSION

By:_____

Its:_____

This instrument prepared by
and after recording return to:

Phillip A. Luetkehans, Esq.
LUETKEHANS, BRADY, GARNER & ARMSTRONG, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
pal@lbgalaw.com
630-773-8500

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

Route: FW-1/25 (Section 1)
Section: 12-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0304 Temporary Easement

Index No.: 03-12-104-008

That part of Lot 284 in Ogden Falls, Unit 3, Phase 1, being a subdivision of part of the Northeast Quarter of Section 11 and part of the Northwest Quarter of Section 12, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Beginning at the northeast corner of said Lot 284; thence South 89 degrees 05 minutes 09 seconds West along the north line of said Lot 284 a distance of 15.00 feet, to a line 15.00 feet west of and parallel with the east line of said Lot 284; thence South 01 degrees 03 minutes 09 seconds East along said parallel line a distance of 130.00 feet, to the south line of said Lot 284; thence North 89 degrees 05 minutes 09 seconds East along said south line a distance of 15.00 feet, to the east line of said Lot 284; thence North 01 degrees 03 minutes 09 seconds West along said east line a distance of 130.00 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 0.045 acres, more or less or 1,950 square feet, more or less.

GRANT OF
PERMANENT EASEMENT
TO DUPAGE WATER COMMISSION

_____
_____,
their successors, assigns, heirs, administrators and executors (hereinafter collectively referred to as "Grantor"), for and in consideration of the sum of _____ and No/100 Dollars ($_____), and other good and valuable consideration, in hand paid by DuPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, et seq. and 70 ILCS 3720/1, et seq. (hereinafter "Grantee"), the sufficiency and receipt of which is hereby acknowledged, do hereby give and grant unto said Grantee, its successors and assigns, a perpetual, exclusive easement and right-of-way for the purpose of laying, installing, maintaining, operating, renewing, repairing, replacing and removing water mains, manholes and manhole structures, and other facilities and equipment related thereto (hereinafter "Grantee's Facilities"), in, upon, under, along and across the following described property (hereinafter "Easement Premises"):

SEE EXHIBIT "A" ATTACHED HERETO.

together with reasonable right of access thereto for said purposes. This Permanent Easement is exclusive to Grantee. Grantor hereby reserves the right to use the Easement Premises above grade in a manner that does not prevent or interfere with the exercise by Grantee of the rights granted under this Permanent Easement provided, however, that Grantor shall not use or place, or cause or permit to be used or placed, within the Easement Premises any structure, equipment or item whose weight or load will cause damage to Grantee's Facilities or which will in any manner interfere with, disturb, damage, destroy, injure, obstruct or permit to be obstructed Grantee's Facilities or the Easement Premises, shall not interfere with Grantee's access to the Easement Premises or Grantee's Facilities, and shall not connect or permit the connection of Grantee's Facilities to any of Grantor's facilities at any time whatsoever without the prior written consent of Grantee.

Grantee shall restore that portion of Grantor's Property damaged and/or disturbed by Grantee during the original installation of Grantee's Facilities on the Easement Premises and during any subsequent maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's Property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Easement Premises may be temporarily removed during original installation or during maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

To the fullest extent permitted by law, the Grantee agrees to indemnify, defend and hold Grantor, its officers,

directors, employees and tenants harmless from and against all liability, claims, damages, losses and reasonable expenses arising out of or resulting from the Easement Agreement, excepting, however, any such matters which arise out of the acts or omissions of Grantor or their agents, employees, successors, assigns, heirs, administrators, executors or affiliates.

Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Property in exercising its rights granted herein. Grantee shall access the Easement and its facilities utilizing the Easement Premises or public rights-of-way, provided that if Grantee requires temporary access to its Easement and facilities through Grantor's Property, Grantee shall provide notice thereto to Grantor and the parties shall negotiate in good faith to provide such temporary access. Grantor's consent to such temporary access shall not be unreasonably withheld, conditioned or delayed, and Grantee shall restore any part of the Grantor's Property damaged as a result of such utilization to at least as good a condition it was prior to Grantee utilizing the temporary access.

Grantor represents and warrants to the Grantee that the Grantor (i) is the true and lawful owner of the Property described herein and has full right and power to grant and convey the rights granted and conveyed herein, and (ii) has not granted any other permanent rights to, through, across or along the Easement Premises that would prevent Grantee from utilizing the Easement Premises for the intended purposes.

By recording this Grant of Easement, Grantee acknowledges its acceptance hereof and its obligations hereunder and agrees to be bound by the terms hereof.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this _____ day of _____, A.D., 2025.

[OWNER NAME]

_____

_____

This document prepared by
and returned to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive
Suite 305
West Chicago, IL 60185

Property Address:

_____
_____
PIN: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

EXHIBIT A

Legal Description/Depiction of Permanent Easement Area

Route: TW-6/25 (Section 2)
Section: 9-37-9
County: Will
Job No.: 23-R0494
Parcel: 00006 Permanent Easement

Index No.: 07-01-09-106-035

That part of Lot 135C, in Penncross Knoll, being a subdivision of part of the South Half of the Northwest Quarter of Section 9, Township 37 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded January 19, 2001 as Document Number R2001-006972, in Will County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the southeast corner of said Lot 135C; thence North 01 degrees 40 minutes 55 seconds West along the east line of said Lot 135C a distance of 112.45 feet, to the Point of Beginning; thence South 88 degrees 38 minutes 27 seconds West a distance of 104.97 feet; thence North 68 degrees 58 minutes 02 seconds West a distance of 88.39 feet; thence South 88 degrees 32 minutes 01 seconds West a distance of 120.39 feet; thence North 46 degrees 28 minutes 02 seconds West a distance of 48.55 feet; thence South 88 degrees 31 minutes 58 seconds West a distance of 340.30 feet; thence South 72 degrees 53 minutes 07 seconds West a distance of 214.72 feet; thence South 88 degrees 45 minutes 07 seconds West a distance of 48.61 feet, to the westerly line of said Lot 135C; thence North 33 degrees 24 minutes 38 seconds West along said westerly line a distance of 11.34 feet, to a bend in said westerly line; thence North 68 degrees 24 minutes 38 seconds West along said westerly line a distance of 26.79 feet, to a point 7.08 feet from the northwest corner of said Lot 135C; thence North 88 degrees 45 minutes 07 seconds East a distance of 76.55 feet; thence North 72 degrees 53 minutes 07 seconds East a distance of 214.68 feet; thence North 88 degrees 31 minutes 58 seconds East a distance of 351.34 feet; thence South 46 degrees 28 minutes 02 seconds East a distance of 48.55 feet; thence North 88 degrees 32 minutes 01 seconds East a distance of 116.09 feet; thence South 68 degrees 58 minutes 02 seconds East a distance of 88.41 feet; thence North 88 degrees 38 minutes 27 seconds East a distance of 100.90 feet, to said east line of Lot 135C; thence South 01 degrees 40 minutes 55 seconds East along said east line a distance of 20.00 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.449 acres, more or less or 19,538 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS AGREEMENT is made as of this ___ day of _____, 2025 by and between

_____

_____

(collectively referred to as "Grantor") and the DUPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, *et seq.* and 70 ILCS 3720/0.001, *et seq*. (hereinafter "Grantee").

FOR RECORDER'S USE ONLY

WHEREAS, the Grantee desires to construct a water main and other related fixtures and appurtenances (collectively, the "Facilities") to be located on property owned by Grantor; and

WHEREAS, the Grantee desires to enter on to Grantor's property to construct said Facilities and, to allow same, Grantor desires to grant a temporary easement over Grantor's property to allow Grantee sufficient space to construct said Facilities under the terms contained herein.

W I T N E S S E T H

1. Incorporation of Recitals and Easement Agreement. The Recitals set forth above are incorporated herein by this reference and made a part of the substantive terms of this Agreement as if once again fully set forth.

2. Temporary Easement. Grantor, for and in consideration of the sum of _____ and No/100 Dollars ($_____), and other good and valuable

consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the Temporary Construction Easement Exhibit (the "Temporary Easement Area"), attached hereto as Exhibit A, to complete the construction and installation of the Facilities.

3. **Expiration**. This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire, without any action by either party, on _____.

4. **Liens**. Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor or the Temporary Easement Area in favor of Grantee or Grantee's consultants or subcontractors ("Grantee's Agents"). Grantee shall indemnify, defend and hold harmless Grantor and the Temporary Easement Area from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee or Grantee's Agents, and, in the event that any such lien shall arise or accrue against Grantor or the Temporary Easement Area, Grantee shall, promptly following written notice from Grantor of the lien, cause such lien to be released of record by payment thereof or posting of a bond with Grantor in a form and amount which is reasonably satisfactory to Grantor.

5. **Restoration**. Grantee shall restore that portion of Grantor's Property damaged and/or disturbed by Grantee during the original installation of Grantee's facilities on the Easement Premises and during any subsequent maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's Property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner.

Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Easement Premises may be temporarily removed during original installation of Grantee's Facilities on the Easement Premises, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

6. **Reservation**. Grantor reserves the right to use and to allow others the right to use the Temporary Easement Area in any manner that will not adversely affect or materially interfere with the exercise by Grantee of the rights herein granted.

7. **Insurance**. Prior to entry upon the Temporary Easement Area, and at all times during use of the Temporary Easement Area, Grantee and/or Grantee's Agents shall have in effect worker's compensation insurance with statutory limits of coverage and commercial general liability insurance naming Grantor as an additional insured with waiver of subrogation and with limits not less than One Million Dollars ($1,000,000) for personal injury, including bodily injury and death, and property damage. Upon written request of Grantor, Grantee shall deliver to Grantor certificates of insurance evidencing such coverage.

8. **Release of Claims; Indemnity**. Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, Grantor's beneficiary(ies) and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "Grantor Indemnitees") from any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without

limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for damage, destruction or theft of property which is directly or indirectly due to operations on, or the use of, the Temporary Easement Area (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities) by Grantee, its agents, employees and contractors, and for those claiming through any of them (collectively the "Grantee Group"), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions.

To the fullest extent permitted by law, Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to Grantee's activities, operations or use of the Temporary Easement Area, or the exercise of Grantee's rights hereunder, by Grantee Group or any member thereof (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions. Grantee will be responsible for all safety measures during the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities to prevent injury to person or damage to property.

9. Exceptions. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and

regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. **Damages**. To the extent Grantee is unable to restore Grantor's Property, Grantee shall reimburse Grantor for any damages to Grantor's Property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

11. **Grantee's Execution**. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

12. **Modification or Termination**. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of _____ County, Illinois.

13. **Notices**. All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR: _____
_____
_____
_____
Email:

with a copy to: _____
_____
_____
Email:

If to GRANTEE:

Paul May
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

with a copy to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
Email: pal@lbgalaw.com

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

GRANTOR:

_____

_____

GRANTEE:

DUPAGE WATER COMMISSION

By:_____

Its:_____

This instrument prepared by
and after recording return to:

Phillip A. Luetkehans, Esq.
LUETKEHANS, BRADY, GARNER & ARMSTRONG, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
pal@lbgalaw.com
630-773-8500

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

Route: TW-6/25 (Section 2)
Section: 9-37-9
County: Will
Job No.: 23-R0494
Parcel: 0006 Temporary Easement

Index No.: 07-01-09-106-035

That part of Lot 135C, in Penncross Knoll, being a subdivision of part of the South Half of the Northwest Quarter of Section 9, Township 37 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded January 19, 2001 as Document Number R2001-006972, in Will County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the southeast corner of said Lot 135C; thence North 01 degrees 40 minutes 55 seconds West along the east line of said Lot 135C a distance of 52.45 feet, to the Point of Beginning; thence continuing North 01 degrees 40 minutes 55 seconds West along said east line a distance of 60.00 feet; thence South 88 degrees 38 minutes 27 seconds West a distance of 104.97 feet; thence North 68 degrees 58 minutes 02 seconds West a distance of 88.39 feet; thence South 88 degrees 32 minutes 01 seconds West a distance of 120.39 feet; thence North 46 degrees 28 minutes 02 seconds West a distance of 48.55 feet; thence South 88 degrees 31 minutes 58 seconds West a distance of 340.30 feet; thence South 72 degrees 53 minutes 07 seconds West a distance of 214.72 feet; thence South 88 degrees 45 minutes 07 seconds West a distance of 48.61 feet, to a point on the westerly line of said Lot 135C, which point is 11.34 feet southerly of a bend in said westerly line; thence South 33 degrees 24 minutes 38 seconds East along said westerly line a distance of 41.34 feet; thence North 88 degrees 45 minutes 07 seconds East a distance of 122.92 feet; thence North 72 degrees 53 minutes 07 seconds East a distance of 123.40 feet; thence North 88 degrees 31 minutes 58 seconds East a distance of 307.21 feet; thence South 46 degrees 28 minutes 02 seconds East a distance of 48.55 feet; thence North 88 degrees 32 minutes 01 seconds East a distance of 133.31 feet; thence South 68 degrees 58 minutes 02 seconds East a distance of 88.33 feet; thence North 88 degrees 38 minutes 27 seconds East a distance of 117.19 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 1.264 acres, more or less or 55,056 square feet, more or less.

GRANT OF
PERMANENT EASEMENT
TO DUPAGE WATER COMMISSION

_____
_____,
their successors, assigns, heirs, administrators and executors (hereinafter collectively referred to as "Grantor"), for and in consideration of the sum of _____ and No/100 Dollars ($_____), and other good and valuable consideration, in hand paid by DuPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, et seq. and 70 ILCS 3720/1, et seq. (hereinafter "Grantee"), the sufficiency and receipt of which is hereby acknowledged, do hereby give and grant unto said Grantee, its successors and assigns, a perpetual, exclusive easement and right-of-way for the purpose of laying, installing, maintaining, operating, renewing, repairing, replacing and removing water mains, manholes and manhole structures, and other facilities and equipment related thereto (hereinafter "Grantee's Facilities"), in, upon, under, along and across the following described property (hereinafter "Easement Premises"):

SEE EXHIBIT "A" ATTACHED HERETO.

together with reasonable right of access thereto for said purposes. This Permanent Easement is exclusive to Grantee. Grantor hereby reserves the right to use the Easement Premises above grade in a manner that does not prevent or interfere with the exercise by Grantee of the rights granted under this Permanent Easement provided, however, that Grantor shall not use or place, or cause or permit to be used or placed, within the Easement Premises any structure, equipment or item whose weight or load will cause damage to Grantee's Facilities or which will in any manner interfere with, disturb, damage, destroy, injure, obstruct or permit to be obstructed Grantee's Facilities or the Easement Premises, shall not interfere with Grantee's access to the Easement Premises or Grantee's Facilities, and shall not connect or permit the connection of Grantee's Facilities to any of Grantor's facilities at any time whatsoever without the prior written consent of Grantee.

Grantee shall restore that portion of Grantor's Property damaged and/or disturbed by Grantee during the original installation of Grantee's Facilities on the Easement Premises and during any subsequent maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's Property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Easement Premises may be temporarily removed during original installation or during maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

To the fullest extent permitted by law, the Grantee agrees to indemnify, defend and hold Grantor, its officers,

directors, employees and tenants harmless from and against all liability, claims, damages, losses and reasonable expenses arising out of or resulting from the Easement Agreement, excepting, however, any such matters which arise out of the acts or omissions of Grantor or their agents, employees, successors, assigns, heirs, administrators, executors or affiliates.

Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Property in exercising its rights granted herein. Grantee shall access the Easement and its facilities utilizing the Easement Premises or public rights-of-way, provided that if Grantee requires temporary access to its Easement and facilities through Grantor's Property, Grantee shall provide notice thereto to Grantor and the parties shall negotiate in good faith to provide such temporary access. Grantor's consent to such temporary access shall not be unreasonably withheld, conditioned or delayed, and Grantee shall restore any part of the Grantor's Property damaged as a result of such utilization to at least as good a condition it was prior to Grantee utilizing the temporary access.

Grantor represents and warrants to the Grantee that the Grantor (i) is the true and lawful owner of the Property described herein and has full right and power to grant and convey the rights granted and conveyed herein, and (ii) has not granted any other permanent rights to, through, across or along the Easement Premises that would prevent Grantee from utilizing the Easement Premises for the intended purposes.

By recording this Grant of Easement, Grantee acknowledges its acceptance hereof and its obligations hereunder and agrees to be bound by the terms hereof.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this _____ day of _____, A.D., 2025.

[OWNER NAME]

_____

_____

This document prepared by
and returned to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive
Suite 305
West Chicago, IL 60185

Property Address:

_____
_____
PIN: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

EXHIBIT A

Legal Description/Depiction of Permanent Easement Area

Route: TW-6/25 (Section 2)
Section: 9-37-9
County: Will
Job No.: 23-R0494
Parcel: 0007 Permanent Easement

Index No.: 07-01-09-106-019

That part of Lot 135B, in Penncross Knoll, being a subdivision of part of the South Half of the Northwest Quarter of Section 9, Township 37 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded January 19, 2001 as Document Number R2001-006972, in Will County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the north most northeast corner of said Lot 135B; thence South 68 degrees 24 minutes 38 seconds East along the easterly line of said Lot 135B a distance of 6.48 feet, to the Point of Beginning; thence continuing South 68 degrees 24 minutes 38 seconds East along said easterly line a distance of 51.53 feet; thence South 88 degrees 45 minutes 13 seconds West a distance of 931.47 feet, to the west line of said Lot 135B; thence North 01 degrees 39 minutes 39 seconds West along said west line a distance of 20.00 feet, to the northwest corner of said Lot 135B; thence North 88 degrees 45 minutes 13 seconds East a distance of 884.13 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.417 acres, more or less or 18,154 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS AGREEMENT is made as of this ___ day of _____, 2025 by and between

_____

_____

(collectively referred to as "Grantor") and the DUPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, *et seq.* and 70 ILCS 3720/0.001, *et seq*. (hereinafter "Grantee").

FOR RECORDER'S USE ONLY

WHEREAS, the Grantee desires to construct a water main and other related fixtures and appurtenances (collectively, the "Facilities") to be located on property owned by Grantor; and

WHEREAS, the Grantee desires to enter on to Grantor's property to construct said Facilities and, to allow same, Grantor desires to grant a temporary easement over Grantor's property to allow Grantee sufficient space to construct said Facilities under the terms contained herein.

W I T N E S S E T H

1. Incorporation of Recitals and Easement Agreement. The Recitals set forth above are incorporated herein by this reference and made a part of the substantive terms of this Agreement as if once again fully set forth.

2. Temporary Easement. Grantor, for and in consideration of the sum of _____ and No/100 Dollars ($_____), and other good and valuable

consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the Temporary Construction Easement Exhibit (the "Temporary Easement Area"), attached hereto as Exhibit A, to complete the construction and installation of the Facilities.

3. **Expiration**. This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire, without any action by either party, on _____.

4. **Liens**. Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor or the Temporary Easement Area in favor of Grantee or Grantee's consultants or subcontractors ("Grantee's Agents"). Grantee shall indemnify, defend and hold harmless Grantor and the Temporary Easement Area from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee or Grantee's Agents, and, in the event that any such lien shall arise or accrue against Grantor or the Temporary Easement Area, Grantee shall, promptly following written notice from Grantor of the lien, cause such lien to be released of record by payment thereof or posting of a bond with Grantor in a form and amount which is reasonably satisfactory to Grantor.

5. **Restoration**. Grantee shall restore that portion of Grantor's Property damaged and/or disturbed by Grantee during the original installation of Grantee's facilities on the Easement Premises and during any subsequent maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's Property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner.

Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Easement Premises may be temporarily removed during original installation of Grantee's Facilities on the Easement Premises, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

6. **Reservation**. Grantor reserves the right to use and to allow others the right to use the Temporary Easement Area in any manner that will not adversely affect or materially interfere with the exercise by Grantee of the rights herein granted.

7. **Insurance**. Prior to entry upon the Temporary Easement Area, and at all times during use of the Temporary Easement Area, Grantee and/or Grantee's Agents shall have in effect worker's compensation insurance with statutory limits of coverage and commercial general liability insurance naming Grantor as an additional insured with waiver of subrogation and with limits not less than One Million Dollars ($1,000,000) for personal injury, including bodily injury and death, and property damage. Upon written request of Grantor, Grantee shall deliver to Grantor certificates of insurance evidencing such coverage.

8. **Release of Claims; Indemnity**. Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, Grantor's beneficiary(ies) and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "Grantor Indemnitees") from any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without

limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for damage, destruction or theft of property which is directly or indirectly due to operations on, or the use of, the Temporary Easement Area (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities) by Grantee, its agents, employees and contractors, and for those claiming through any of them (collectively the "Grantee Group"), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions.

To the fullest extent permitted by law, Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to Grantee's activities, operations or use of the Temporary Easement Area, or the exercise of Grantee's rights hereunder, by Grantee Group or any member thereof (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions. Grantee will be responsible for all safety measures during the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities to prevent injury to person or damage to property.

9. Exceptions. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and

regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. **Damages**. To the extent Grantee is unable to restore Grantor's Property, Grantee shall reimburse Grantor for any damages to Grantor's Property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

11. **Grantee's Execution**. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

12. **Modification or Termination**. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of _____ County, Illinois.

13. **Notices**. All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR: _____
_____
_____
_____
Email:

with a copy to: _____
_____
_____
Email:

If to GRANTEE:

Paul May
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

with a copy to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
Email: pal@lbgalaw.com

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

GRANTOR:

_____

_____

GRANTEE:

DUPAGE WATER COMMISSION

By:_____

Its:_____

This instrument prepared by
and after recording return to:

Phillip A. Luetkehans, Esq.
LUETKEHANS, BRADY, GARNER & ARMSTRONG, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
pal@lbgalaw.com
630-773-8500

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

Route: TW-6/25 (Section 2)
Section: 9-37-9
County: Will
Job No.: 23-R0494
Parcel: 0007 Temporary Easement

Index No.: 07-01-09-106-019

That part of Lot 135B, in Penncross Knoll, being a subdivision of part of the South Half of the Northwest Quarter of Section 9, Township 37 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded January 19, 2001 as Document Number R2001-006972, in Will County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the north most northeast corner of said Lot 135B; thence South 68 degrees 24 minutes 38 seconds East along the easterly line of said Lot 135B a distance of 58.01 feet, to the Point of Beginning; thence South 88 degrees 45 minutes 13 seconds West a distance of 931.47 feet, to a point on the west line of said Lot 135B, which point is 20.00 feet south of the northwest corner of said Lot 135B; thence South 01 degrees 39 minutes 39 seconds East along said west line a distance of 35.00 feet; thence North 88 degrees 45 minutes 13 seconds East a distance of 982.14 feet, to the easterly line of said Lot 135B; thence North 33 degrees 24 minutes 38 seconds West along said easterly line a distance of 21.78 feet, to a bend; thence North 68 degrees 24 minutes 38 seconds West along said easterly line a distance of 42.68 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.775 acres, more or less or 33,754 square feet, more or less.

GRANT OF
PERMANENT EASEMENT
TO DUPAGE WATER COMMISSION

_____
_____,
their successors, assigns, heirs, administrators and executors (hereinafter collectively referred to as "Grantor"), for and in consideration of the sum of _____ and No/100 Dollars ($_____), and other good and valuable consideration, in hand paid by DuPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, et seq. and 70 ILCS 3720/1, et seq. (hereinafter "Grantee"), the sufficiency and receipt of which is hereby acknowledged, do hereby give and grant unto said Grantee, its successors and assigns, a perpetual, exclusive easement and right-of-way for the purpose of laying, installing, maintaining, operating, renewing, repairing, replacing and removing water mains, manholes and manhole structures, and other facilities and equipment related thereto (hereinafter "Grantee's Facilities"), in, upon, under, along and across the following described property (hereinafter "Easement Premises"):

SEE EXHIBIT "A" ATTACHED HERETO.

together with reasonable right of access thereto for said purposes. This Permanent Easement is exclusive to Grantee. Grantor hereby reserves the right to use the Easement Premises above grade in a manner that does not prevent or interfere with the exercise by Grantee of the rights granted under this Permanent Easement provided, however, that Grantor shall not use or place, or cause or permit to be used or placed, within the Easement Premises any structure, equipment or item whose weight or load will cause damage to Grantee's Facilities or which will in any manner interfere with, disturb, damage, destroy, injure, obstruct or permit to be obstructed Grantee's Facilities or the Easement Premises, shall not interfere with Grantee's access to the Easement Premises or Grantee's Facilities, and shall not connect or permit the connection of Grantee's Facilities to any of Grantor's facilities at any time whatsoever without the prior written consent of Grantee.

Grantee shall restore that portion of Grantor's Property damaged and/or disturbed by Grantee during the original installation of Grantee's Facilities on the Easement Premises and during any subsequent maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's Property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Easement Premises may be temporarily removed during original installation or during maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

To the fullest extent permitted by law, the Grantee agrees to indemnify, defend and hold Grantor, its officers,

directors, employees and tenants harmless from and against all liability, claims, damages, losses and reasonable expenses arising out of or resulting from the Easement Agreement, excepting, however, any such matters which arise out of the acts or omissions of Grantor or their agents, employees, successors, assigns, heirs, administrators, executors or affiliates.

Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Property in exercising its rights granted herein. Grantee shall access the Easement and its facilities utilizing the Easement Premises or public rights-of-way, provided that if Grantee requires temporary access to its Easement and facilities through Grantor's Property, Grantee shall provide notice thereto to Grantor and the parties shall negotiate in good faith to provide such temporary access. Grantor's consent to such temporary access shall not be unreasonably withheld, conditioned or delayed, and Grantee shall restore any part of the Grantor's Property damaged as a result of such utilization to at least as good a condition it was prior to Grantee utilizing the temporary access.

Grantor represents and warrants to the Grantee that the Grantor (i) is the true and lawful owner of the Property described herein and has full right and power to grant and convey the rights granted and conveyed herein, and (ii) has not granted any other permanent rights to, through, across or along the Easement Premises that would prevent Grantee from utilizing the Easement Premises for the intended purposes.

By recording this Grant of Easement, Grantee acknowledges its acceptance hereof and its obligations hereunder and agrees to be bound by the terms hereof.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this _____ day of _____, A.D., 2025.

[OWNER NAME]

_____

_____

This document prepared by
and returned to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive
Suite 305
West Chicago, IL 60185

Property Address:

_____
_____
PIN: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

EXHIBIT A

Legal Description/Depiction of Permanent Easement Area

Route:	FW-1/25 (Section 1)
Section:	22 & 27-37-8
County:	Kendall
Job No.:	23-R0494
Parcel:	0336 Permanent Easement
Index No.:	03-27-200-008

That part of the Northeast Quarter of Section 27, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northwest corner of said Northeast Quarter of Section 27; thence South 01 degrees 20 minutes 18 seconds East along the west line of said Northeast Quarter of Section 27 a distance of 73.64 feet, to the north line of property conveyed per Document Number 2014-00004286; thence North 89 degrees 08 minutes 15 seconds East along said north line a distance of 18.00 feet, to the Point of Beginning; thence continuing North 89 degrees 08 minutes 15 seconds East along said north line a distance of 15.00 feet, to a line 33.00 feet east of and parallel with said west line of the Northeast Quarter of Section 27; thence South 01 degrees 20 minutes 18 seconds East along said parallel line a distance of 350.00 feet, to the south line of said property conveyed per Document Number 2014-00004286; thence South 89 degrees 08 minutes 15 seconds West along said south line a distance of 15.00 feet, to a line 18.00 feet east of and parallel with said west line of the Northeast Quarter of Section 27; thence North 01 degrees 20 minutes 18 seconds West along said parallel line a distance of 350.00 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 0.121 acres, more or less or 5,250 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.

W I T N E S S E T H

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. <u>Exceptions</u>. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and

regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. **Damages**. To the extent Grantee is unable to restore Grantor's property, Grantee shall reimburse Grantor for any damages to Grantor's property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

11. **Grantee's Execution**. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

12. **Modification or Termination**. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of _____ County, Illinois.

13. **Notices**. All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR: _____
_____
_____
_____
Email:

with a copy to: _____
_____
_____
Email:

If to GRANTEE:

Paul May
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

with a copy to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
Email: pal@lbgalaw.com

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

GRANTOR:

_____

_____

GRANTEE:

DUPAGE WATER COMMISSION

By:_____

Its:_____

This instrument prepared by
and after recording return to:

Phillip A. Luetkehans, Esq.
LUETKEHANS, BRADY, GARNER & ARMSTRONG, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
pal@lbgalaw.com
630-773-8500

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

Route:	FW-1/25 (Section 1)
Section:	22 & 27-37-8
County:	Kendall
Job No.:	23-R0494
Parcel:	0336 Temporary Easement
Index No.:	03-27-200-008

That part of the Northeast Quarter of Section 27, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northwest corner of said Northeast Quarter of Section 27; thence South 01 degrees 20 minutes 18 seconds East along the west line of said Northeast Quarter of Section 27 a distance of 73.64 feet, to the north line of property conveyed per Document Number 2014-00004286; thence North 89 degrees 08 minutes 15 seconds East along said north line a distance of 33.00 feet, to a line 33.00 feet east of and parallel with said west line of the Northeast Quarter of Section 27 and the Point of Beginning; thence South 01 degrees 20 minutes 18 seconds East along said parallel line a distance of 350.00 feet, to the south line of said property conveyed per Document Number 2014-00004286; thence North 89 degrees 08 minutes 15 seconds East along said south line a distance of 25.00 feet, to a line 58.00 feet east of and parallel with said west line of the Northeast Quarter of Section 27; thence North 01 degrees 20 minutes 18 seconds West along said parallel line a distance of 350.00 feet, to said north line of property conveyed per Document Number 2014-00004286; thence South 89 degrees 08 minutes 15 seconds West along said north line a distance of 25.00 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.201 acres, more or less or 8,750 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 2)
Section:	28-37-8
County:	Kendall
Job No.:	23-R0494
Parcel:	0406 Permanent Easement
Index No.:	03-28-300-001

That part of the West Half of the Southwest Quarter of Section 28, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northwest corner of said Southwest Quarter of Section 28; thence South 01 degrees 28 minutes 06 seconds East along the west line of said Southwest Quarter of Section 28 a distance of 35.00 feet, to the Point of Beginning; thence continuing South 01 degrees 28 minutes 06 seconds East along said west line a distance of 15.00 feet, to a line 50.00 feet south of and parallel with the north line of the West Half of said Southwest Quarter of Section 28; thence North 89 degrees 23 minutes 47 seconds East along said parallel line a distance of 1305.55 feet, to the east line of said West Half of the Southwest Quarter of Section 28; thence North 01 degrees 30 minutes 11 seconds West along said east line a distance of 15.00 feet, to a line 35.00 feet south of and parallel with the north line of the West Half of said Southwest Quarter of Section 28; thence South 89 degrees 23 minutes 47 seconds West along said parallel line a distance of 1305.54 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 0.450 acres, more or less or 19,583 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.

W I T N E S S E T H

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. <u>Exceptions</u>. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and

regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. **Damages**. To the extent Grantee is unable to restore Grantor's property, Grantee shall reimburse Grantor for any damages to Grantor's property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

11. **Grantee's Execution**. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

12. **Modification or Termination**. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of _____ County, Illinois.

13. **Notices**. All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR: _____
_____
_____
_____
Email:

with a copy to: _____
_____
_____
Email:

If to GRANTEE:

Paul May
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

with a copy to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
Email: pal@lbgalaw.com

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

GRANTOR:

_____

_____

GRANTEE:

DUPAGE WATER COMMISSION

By:_____

Its:_____

This instrument prepared by
and after recording return to:

Phillip A. Luetkehans, Esq.
LUETKEHANS, BRADY, GARNER & ARMSTRONG, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
pal@lbgalaw.com
630-773-8500

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

Route:	FW-1/25 (Section 2)
Section:	28-37-8
County:	Kendall
Job No.:	23-R0494
Parcel:	0406 Temporary Easement 1
Index No.:	03-28-300-001

That part of the West Half of the Southwest Quarter of Section 28, 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:

That part of the West Half of the Southwest Quarter of Section 28, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows: Commencing at the northwest corner of said Southwest Quarter of Section 28; thence South 01 degrees 28 minutes 06 seconds East along the west line of said Southwest Quarter of Section 28 a distance of 14.00 feet, to a line 14.00 feet south of and parallel with the north line of the West Half of said Southwest Quarter of Section 28 and the Point of Beginning; thence North 89 degrees 23 minutes 47 seconds East along said parallel line a distance of 1305.53 feet, to the east line of said West Half of the Southwest Quarter of Section 28; thence South 01 degrees 30 minutes 11 seconds East along said east line a distance of 21.00 feet, to a line 35.00 feet south of and parallel with the north line of the West Half of said Southwest Quarter of Section 28; thence South 89 degrees 23 minutes 47 seconds West along said parallel line a distance of 1305.54 feet, to said west line of the Southwest Quarter of Section 28; thence North 01 degrees 28 minutes 06 seconds West along said west line a distance of 21.00 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 0.629 acres, more or less or 27,413 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.

W I T N E S S E T H

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. <u>Exceptions</u>. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and

regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. **Damages**. To the extent Grantee is unable to restore Grantor's property, Grantee shall reimburse Grantor for any damages to Grantor's property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

11. **Grantee's Execution**. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

12. **Modification or Termination**. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of _____ County, Illinois.

13. **Notices**. All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR: _____
_____
_____
_____
Email:

with a copy to: _____
_____
_____
Email:

If to GRANTEE:

Paul May
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

with a copy to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
Email: pal@lbgalaw.com

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

GRANTOR:

_____

_____

GRANTEE:

DUPAGE WATER COMMISSION

By:_____

Its:_____

This instrument prepared by
and after recording return to:

Phillip A. Luetkehans, Esq.
LUETKEHANS, BRADY, GARNER & ARMSTRONG, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
pal@lbgalaw.com
630-773-8500

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

Route:	FW-1/25 (Section 2)
Section:	28-37-8
County:	Kendall
Job No.:	23-R0494
Parcel:	0406 Temporary Easement 2
Index No.:	03-28-300-001

That part of the West Half of the Southwest Quarter of Section 28, 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:

That part of the West Half of the Southwest Quarter of Section 28, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:
Commencing at the northwest corner of said Southwest Quarter of Section 28; thence South 01 degrees 28 minutes 06 seconds East along the west line of said Southwest Quarter of Section 28 a distance of 50.00 feet, to a line 50.00 feet south of and parallel with the north line of the West Half of said Southwest Quarter of Section 28 and the Point of Beginning; thence North 89 degrees 23 minutes 47 seconds East along said parallel line a distance of 1305.55 feet, to the east line of said West Half of the Southwest Quarter of Section 28; thence South 01 degrees 30 minutes 11 seconds East along said east line a distance of 30.00 feet, to a line 80.00 feet south of and parallel with the north line of the West Half of said Southwest Quarter of Section 28; thence South 89 degrees 23 minutes 47 seconds West along said parallel line a distance of 1305.57 feet, to said west line of the Southwest Quarter of Section 28; thence North 01 degrees 28 minutes 06 seconds West along said west line a distance of 30.00 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 0.899 acres, more or less or 39,162 square feet, more or less.