



AGENDA – Board of Commissioners

Thursday, October 16, 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. Update - 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 September 18, 2025 Regular Meeting of the DuPage Water Commission and the Executive Session Meeting Minutes of September 18, 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 September 2025 Treasurer's Reports (Voice Vote).

VII. Committee Reports

A. Finance Committee

1. Report of 10/16/25 Finance Committee
2. Resolution No. R-79-25: A Resolution Authorizing the General Manager to approve the renewal of the additional 1-year option agreement with Sikich LLC for audit services at the DuPage Water Commission, at a not-to-exceed cost of \$34,000.

(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-80-25: A Resolution to approve the purchase of property and liability insurance as outlined in a letter of recommendation received from AJ Gallagher Risk Management Services, Inc., total premiums in an amount not-to-exceed \$740,000, in accordance with Article VIII of the DuPage Water Commission bylaws.

(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-83-25: A Resolution to purchase workers' compensation and employer's liability insurance as proposed by Illinois Public Risk Fund and outlined by Arthur J. Gallagher Risk Management Services, Inc., at a cost of \$148,000, in accordance with Article VIII of the DuPage Water Commission bylaws.

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

RECOMMENDED MOTION: To adopt item numbers 2 through 4 under the Finance Committee Report section of the agenda. (Roll Call)

B. Administration Committee

1. Report of 10/16/25 Administration Committee
2. Request for Board Action: Authorizing the Approval of Requisition No. 81217 to Hexagon for Annual Maintenance Renewal, at a cost of \$64,000.

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

RECOMMENDED MOTION: To adopt item number 2 under the Administration Committee Report section of the agenda. (Roll Call)

C. Engineering & Construction Committee

1. Report of 10/16/25 Engineering & Construction Committee
2. Resolution No. R-72-25: 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-75-25: A Resolution Approving and Ratifying a Second Amendment to Task Order No. 14 Under a Master Task Order Agreement with AECOM, for the Tri-State Tollway Widening Project Technical Assistance, at an Increase in Estimated Cost from \$171,000 to \$231,302.

(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-76-25: A Resolution Approving Hydro-Vacuum Cleaning Services with Badger Daylighting Corp, at a Cost Not to Exceed \$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)

5. Resolution No. R-82-25: A Resolution Approving Task Order No. 08 with Burns & McDonnell Engineering Co., Inc., Illinois American Water Company – Hydraulic Modelling for a Theoretical Connection – at an Estimated Cost of \$26,300.

(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-84-25: A Resolution Authorizing approval of Amendment #1 to Task Order #1 of a Master Services Agreement with Consor/Raftelis to serve as Source Water Technical Advisor in an amount not to exceed \$236,600, which will be 30% reimbursed by NSMJAWA pursuant to the previously approved cost-sharing Intergovernmental Agreement.

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

RECOMMENDED MOTION: To adopt item numbers 2 through 6 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. September 2025

1. Approval of Accounts Payable invoices received.

RECOMMENDED MOTION: To approve the Accounts Payable in the amount of \$12,705,422.85 (September 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 \$3,400,875.00 (September 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. Resolution No. R-81-25: A Resolution Ratifying the Execution of a Second Amendment to the Vacant Land Purchase and Sale Agreement for the sale of 32.47 Acres Adjacent to 75th Street in Unincorporated DuPage County.

(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-11-25: An Ordinance Authorizing the Negotiation for the Acquisition of Easements by the DuPage Water Commission Over Certain Property for the Purpose of Providing Water to the Village of Montgomery, the Village of Oswego and the United City of Yorkville

(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)

- C. Ordinance O-12-25: An Ordinance Authorizing the Acquisition of Real Property by the DuPage Water Commission associated with 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)

- D. Ordinance O-13-25: 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

September 18, 2025

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

II. Roll Call

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

Commissioners absent: S. Greaney, T. Noonan, D. Russo

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

III. Public Comments

No Public Comment was offered.

IV. Presentation by Source Water Project Technical Advisors

General Manager Paul May introduced Mr. Pete Mulvaney (Conzor), and Mr. Guy Carpenter (Woolpert), and Mr. John Mastracchio (Raftelis) who are advising the Commission regarding the plan to advance the regional Source Water Project. A draft PowerPoint of the Lake Michigan Water Supply Initiative was distributed to the Board Members. Mr. Mulvaney began by summarizing the process to date.

Mr. Pete Mulvaney introduced two components to the presentation - he will be providing a project approach and overview, and then John Mastracchio will be talking about the details of the cost and the financing.

The Tech Advisor Team has been working on the comprehensive plan for the project including several other members of advisory team not present this evening. The comprehensive plan approach will provide an analysis and summary chapter of the critical components of the project with the intention of creating a document that is thorough, concise, and will provide adequate information to Commissioners to determine a course of action. The timeline of the project is one component which is essential to manage and is worth reviewing this evening, as it establishes a schedule for the project and allows us to identify target dates for important tasks. The DWC/Chicago contract ends in March 2041 and working backwards from that date, we establish a 10-year time horizon for construction, which we believe is reasonable. After subtracting the 10-construction, we are left with about 5 1/2 years for planning and design. While this is adequate, it

does not provide much buffer, so it is imperative to continue to move forward intentionally. Some of the key decisions which will be considered by the board as we move forward are the type of construction delivery, selection and procurement of the program manager, preliminary permitting/regulatory engagement, design, bidding, and construction. A critical regulatory step will include commencing NEPA permitting for environmental clearances. However, these decisions must be informed following presentation and discussion of the financial components – which will be discussed this evening.

Relative to the approach for establishing the business case, four primary perspectives were analyzed.

1. What is the cost comparison of the project when compared to Chicago cost-of-service projections, i.e. would a consumer find this project favorable?
2. If we simply look at the project on its own merit, is this project suitably financeable?
3. What is the cost and/or impact if there's a failure in the Chicago system? What is the economic cost for failure, and how does that affect our business case?
4. What would it really cost Chicago to provide an equivalent to the project, including maintenance/reconstruction of existing infrastructure and the provision of true redundancy?

Considering the project in this way provide greater perspective and allows us to focus on the 'go' decision. The 'go' decision is much more than simply the financial cost comparison elements. There are additional things to consider as decisions are made. Resilience, redundancy, ownership and control, these hold additional value. While they may be more difficult to compute, they are still worthy of consideration along with the financial components.

Mr. John Mastracchio of Raftellis began with a detailed financial valuation of the project and noted that the project remains financially feasible, and would generate total cost savings over the life of the project when compared to the Chicago model, even when including very conservative assumptions. The baseline scenario presented is realistic and conservative. Mr. Mastracchio then detailed the costs and estimates of the project, establishing parameters for a financing strategy including WIFIA funds and conventional instruments, and providing an interest rate sensitivity analysis. Discussion was held regarding the concept of project scale and the possibility of bringing on new customers, with Mr. Mastracchio noting that the analysis is conservative in evaluating these components and that adding additional customers would make the project increasingly favorable as the infrastructure would be sized to accommodate additional flow, so the cost would be divided among larger consumption.

A question was asked regarding what element was most impactful regarding the computations; the Technical Advisory team responded that the Capital Cost was the most critical element. Although the best conservative information was used for the computations, it would be recommended that an Independent Cost Estimator be utilized in the near future, and throughout the course of the project, to provide additional perspective and relative to the cost of the project and updates over time as things change in the global utility marketplace.

V. Approval of Minutes

Commissioner Honig moved to approve the Minutes of the August 21, 2025 Regular Meeting of the DuPage Water Commission and the Executive Session Meeting Minutes of August 21, 2025. Seconded by Commissioner Saverino.

VI. Treasurer's Report

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

August 2025:

Treasurer Fates noted \$150.7 million of cash and investments on page 4, a increase of \$0.5 million from the previous month. Treasurer Fates also pointed out the schedule of investments on pages 5 through 12 totaling \$146.3 million and noted the market yield on the total portfolio showed 3.91% which is unchanged from the prior month. On page 13, the statement of cash flows showed a breakdown of the \$0.9 million increase in cash and investments for the fiscal year and operating activities decreased by approximately \$0.6 million. Also noted on page 14, the monthly cash/operating report showed that the Commission has met all recommended reserve balances.

Commissioner Romano moved to accept the August 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.

Item 2: Request for Board Action: Authorizing the Transfer of Funds from the General Account to the Long-Term Water Capital Reserve Account.

Commissioner Suess made a motion to approve Item 2, Request for Board Action, Authorizing the Transfer of Funds from the General Account to the Long-Term Water Capital Reserve Account, seconded by Commissioner Pruyne, unanimously approved by a Roll Call Vote.

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

Nay: None

Absent: S. Greaney, T. Noonan, D. Russo

B. Administration Committee

Item 1: Commissioner Romano gave a brief committee update.

Item 2: Request for Board Action: To Approve the 2026 Schedule of Board Meetings

Item 3: Resolution No. R-74-25: A Resolution Ratifying the Execution of a First Amendment to the Vacant Land Purchase and Sale Agreement with Pulte Home Company LLC, for the sale of 32.47 acres adjacent to 75th Street in unincorporated DuPage County.

Commissioner Romano moved to adopt items 2 and 3 under the Administration Committee Report section of the agenda. Seconded by Commissioner Cuzzone, unanimously approved by a Roll Call Vote.

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

Nay: None

Absent: S. Greaney, T. Noonan, D. Russo

C. Engineering & Construction Committee

Item 1: Commissioner Fennell gave a brief committee update.

Item 2: 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.

Item 3: 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.

Item 4: Resolution No. R-71-25: A Resolution Approving Certain Work Authorization Orders Under Quick Response Contract QR-13/25 (WAO No. 13.003 to Benchmark Construction Co., Inc., for 30" Water Main Leak Repair, at a cost of \$79,403.69.

Item 5: Resolution No. R-73-25: A Resolution Approving a Second Amendment to Task Order No. 18 under a Master Contract to AECOM Technical Services, Inc., in a not to exceed amount of \$16,900, from \$122,620 to \$139,520.

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

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

Nay: None

Absent: S. Greaney, T. Noonan, D. Russo

VIII. Accounts Payable

A. August 2025

Item 1: To approve the Accounts Payable in the amount of \$13,104,098.56 (August 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 \$9,979,425.00 (August 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 August 2025, Commissioner Pruyn moved, seconded by Commissioner Van Vooren and unanimously approved by a roll call vote.

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

Nay: None

Absent: S. Greaney, T. Noonan, D. Russo

IX. Chairman's Report

Chairman Zay recognized staff and the legal team for their ongoing work with ComEd regarding the WaterLink project.

General Manager Paul May thanked the Technical Advisor team for their presentation.

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 Fennell made the motion, seconded by Commissioner Cuzzone and unanimously approved by a roll call vote.

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

Nay: None

Absent: S. Greaney, T. Noonan, D. Russo

The Commission went into Executive Session at 7:52 PM.

Commissioner Suess moved to come out of Executive Session at 8:02 PM, seconded by Commissioner Honig and unanimously approved by a roll call vote .

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

Nay: None

Absent: S. Greaney, T. Noonan, D. Russo

Matters referred from Executive Session

- A. Ordinance O-10-25: An Ordinance Authorizing the Negotiation for the Acquisition of Easements by the DuPage Water Commission Over Certain Property for the Purpose of Providing Water to the Village of Montgomery, the Village of Oswego and the United City of Yorkville

Chairman Zay asked for a motion to approve Ordinance O-10-25, An Ordinance Authorizing the Negotiation for the Acquisition of Easements by the DuPage Water Commission Over Certain Property for the Purpose of Providing Water to the Village of Montgomery, the Village of Oswego and the United City of Yorkville. Commissioner Honig moved, seconded by Commissioner Saverino and unanimously approved by a roll call vote.

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

Nay: None

Absent: S. Greaney, T. Noonan, D. Russo

XIII. Adjournment

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

Meeting adjourned at 8:04 PM.



MEMORANDUM

To: Chairman and Commissioners
From: Bill Fates, Treasurer
Date: 10/7/2025
Subject: TREASURER'S REPORT – September 30, 2025

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

Summary of Cash & Investments (Page 4)

1. DWC cash and investments totaled \$151.2 million on September 30th, an increase of \$0.5 million compared to the previous month. Accounts receivable increased by \$0.2 million in September due timing of collections. Waterlink escrow balances increased by \$9.3 million.
2. The month end balances in the BMO Harris checking and money market accounts were \$4.4 million and \$8.9 million, respectively.
3. During the month of September, U.S. Treasury investments increased by \$3.0 million. U.S. Agency, collateralized obligations, and commercial paper decreased by \$1.8 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 five months ended September 30, 2025, the Commission's cash and investments increased a total of \$1.4 million. The Waterlink Escrow Account increased by \$7.5 million.
 - The Operating & Maintenance Account decreased by \$0.7 million for an ending balance of \$13.2 million.
 - The General Account decreased by approximately \$500,000 for an ending balance of \$4.8 million.
 - The Operating Reserve Account increased by approximately \$809,000 for a balance of \$53.6 million.
 - The Long-Term Capital Reserve Account increased by approximately \$1.0 million for a balance of \$29.1 million, which includes a \$600,000 transfer from the General Fund.
 - The Capital Reserve Fund increased by approximately \$824,000 for a balance of \$50.5 million.

ACCOUNT	Balance 4/30/2025	Balance 09/30/2025	Increase (Decrease)
Operations & Maintenance	\$ 13,910,843	\$ 13,222,004	\$ (688,839)
General Account	5,295,626	4,792,578	(503,048)
Operating Reserve	52,796,982	53,606,270	809,288
Long-Term Capital Reserve	28,073,976	29,076,106	1,002,130
Capital Reserve	49,691,109	50,515,138	824,029
Total Cash & Investments	\$ 149,768,536	\$ 151,212,096	\$ 1,443,560
Waterlink Escrow	35,673,160	43,209,179	7,536,019

Schedule of Investments (Pages 5-12)

1. The average yield to maturity on the Commission’s investments was 3.90%, relatively unchanged from the prior month average yield to maturity of 3.91%. The amortized cost of our investments was \$146.8 million on September 30th. The average yield to maturity on Waterlink’s investments was 4.25%.
2. The portfolio ended the month of September 2025 with \$412,000 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 21%, >1<3 years 51%, >3<5 years 19%, and >5 years 9%.

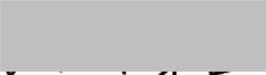
Statement of Cash Flows (Page 13)

1. The statement of cash flow shows a breakdown of the \$1.4 million increase in cash and investments for the fiscal year. Waterlink escrow funds increased \$7.5 million.
2. Operating activities decreased cash by approximately \$0.5 million as of the end of September 2025.
3. The decrease in Loans Receivable increased cash by approximately \$230,000.
4. Capital Assets purchased were \$632,000.
5. Cash flow from investment activity generated approximately \$2.3 million of income.

Reserve Analysis (Page 14)

1. The Operating Reserve account was \$53.6 million, which is approximately 122 days, this amount meets the minimum balance per the current reserve policy. The Operating and Maintenance Account was \$11.1 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. Long-Term Water Capital, and Capital Account less Waterlink and Alternative Water Source projects on September 30th.

Respectfully submitted,



Bill Fates, CPA
Treasurer

DuPAGE WATER COMMISSION
 TREASURER'S REPORT
 SUMMARY OF CASH AND INVESTMENTS
 9/30/2025

FUNDS CONSIST OF:	9/30/2025	8/31/2025	Increase/(Decrease)
PETTY CASH	\$ 1,300.00	\$ 1,300.00	\$ -
OPERATING & MAINTENANCE	4,365,349.61	4,327,374.90	37,974.71
TOTAL CASH	\$ 4,366,649.61	\$ 4,328,674.90	\$ 37,974.71
BMO HARRIS MONEY MARKET FUNDS	\$ 8,855,354.33	\$ 8,831,368.94	\$ 23,985.39
IIIT MONEY MARKET FUNDS	876,117.25	1,076,326.02	(200,208.77)
U. S. TREASURY INVESTMENTS	63,403,070.56	60,401,470.05	3,001,600.51
U. S. AGENCY INVESTMENTS	4,792,368.46	6,554,437.79	(1,762,069.33)
MUNICIPAL BONDS	1,545,259.20	1,545,293.91	(34.71)
COMMERCIAL PAPER	4,784,573.53	5,157,288.53	(372,715.00)
ASSET BACKED SEC/COLLATERALIZED MORTGAGE OBLIG	31,911,888.70	32,286,232.89	(374,344.19)
CERTIFICATES OF DEPOSIT	0.00	0.00	-
CORPORATE NOTES	30,676,813.89	30,493,162.49	183,651.40
TOTAL INVESTMENTS	\$ 146,845,445.92	\$ 146,345,580.62	\$ 499,865.30
DWC TOTAL CASH AND INVESTMENTS	\$ 151,212,095.53	\$ 150,674,255.52	\$ 537,840.01
WATERLINK CASH	\$ 17,720,244.88	\$ 8,549,845.31	\$ 9,170,399.57
WATERLINK INVESTMENTS	25,488,934.59	25,399,124.28	89,810.31
WATERLINK ESCROW	\$ 43,209,179.47	\$ 33,948,969.59	\$ 9,260,209.88

	9/30/2025	8/31/2025	% CHANGE
IIIT MONEY MARKET FUNDS	0.5%	0.7%	-18.6%
BMO HARRIS MONEY MARKET FUNDS	1480.0%	6.0%	0.3%
U. S. TREASURY INVESTMENTS	43.2%	41.3%	5.0%
U. S. AGENCY INVESTMENTS	3.3%	4.5%	-26.9%
MUNICIPAL BONDS	1.1%	1.1%	0.0%
COMMERCIAL PAPER	3.3%	3.5%	-7.2%
ASSET BACKED SEC/COLLATERALIZED MORTGAGE OBLIG	21.7%	22.1%	-1.2%
CERTIFICATES OF DEPOSIT	0.0%	0.0%	N/A
CORPORATE NOTES	20.9%	20.8%	0.6%
TOTAL INVESTMENTS	1574.0%	100.0%	0.3%

Note 1 - Investments are carried at amortized cost.

DuPAGE WATER COMMISSION
 INVESTMENTS
 (Unaudited)
 September 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 09/30/25
Water Fund Oper. & Maint. Acct. (01-121103)										
BMO Harris - Money Market	3.163%	09/30/25	10/01/25	1	3.163%	\$ 8,855,354.33	\$ 8,855,354.33	0.00	\$ 8,855,354.33	-
Water Fund General Account (01-121700)										
IIIT - Money Market	4.140%	09/30/25	10/01/25	1	4.140%	8,005.02	8,005.02	0.00	8,005.02	-
MUFG Bank LTD	0.000%	01/16/25	10/10/25	10	4.410%	1,000,000.00	967,292.50	31,605.00	998,897.50	-
Credit Agricole	0.000%	08/07/25	11/05/25	36	4.230%	1,100,000.00	1,088,367.50	7,108.75	1,095,476.25	-
MUFG Bank LTD	0.000%	08/06/25	12/04/25	65	4.270%	1,100,000.00	1,084,473.81	7,175.97	1,091,649.78	-
Mont Blanc Capital	0.000%	08/19/25	01/15/26	107	4.220%	1,000,000.00	982,651.11	4,923.33	987,574.44	-
Manhatten Asset Fdg	0.000%	09/30/25	02/09/26	132	4.000%	620,000.00	610,906.67	68.89	610,975.56	-
	Weighted Avg Maturity			64	4.245%	\$ 4,828,005.02	\$ 4,741,696.61	\$ 50,881.94	\$ 4,792,578.55	\$ -
Water Fund Operating Reserve (01-121800)										
IIIT - Money Market	4.140%	09/30/25	10/01/25	1	4.140%	300,359.33	300,359.33	0.00	300,359.33	-
US Treasury Notes	0.750%	01/05/22	08/31/26	335	1.350%	650,000.00	632,582.03	13,993.84	646,575.87	417.47
US Treasury Notes	0.875%	12/02/21	09/30/26	365	1.210%	600,000.00	590,648.44	7,416.39	598,064.83	14.42
US Treasury Notes	1.250%	02/14/22	11/30/26	426	1.920%	925,000.00	896,563.48	21,530.51	918,093.99	3,885.76
US Treasury Notes	1.250%	02/14/22	12/30/26	456	1.930%	800,000.00	774,937.50	18,645.60	793,583.10	2,527.17
US Treasury Notes	2.250%	10/10/24	02/15/27	503	3.950%	75,000.00	72,161.13	1,148.47	73,309.60	215.52
US Treasury Notes	4.125%	05/06/25	02/28/27	516	3.880%	535,000.00	537,236.13	(482.74)	536,753.39	1,889.87
US Treasury Notes	4.500%	03/13/25	05/15/27	592	3.960%	530,000.00	535,879.69	(1,445.08)	534,434.61	9,008.56
US Treasury Notes	2.375%	07/06/22	05/15/27	592	2.910%	650,000.00	634,333.99	10,446.95	644,780.94	5,831.01
US Treasury Notes	3.875%	07/22/25	05/31/27	608	3.870%	590,000.00	590,023.05	(1.40)	590,021.65	7,683.30
US Treasury Notes	2.625%	06/03/22	05/31/27	608	2.920%	750,000.00	739,716.80	6,859.23	746,576.03	6,616.29
US Treasury Notes	2.625%	10/11/24	05/31/27	608	3.910%	775,000.00	750,236.33	8,847.30	759,083.63	6,836.83
US Treasury Notes	3.250%	08/05/22	06/30/27	638	2.780%	850,000.00	868,062.50	(11,634.67)	856,427.83	6,981.32
US Treasury Notes	3.375%	10/03/24	09/15/27	715	3.520%	600,000.00	597,492.19	817.02	598,309.21	895.03
US Treasury Notes	3.500%	02/02/23	01/31/28	853	3.640%	650,000.00	645,962.89	2,151.35	648,114.24	3,832.88
US Treasury Notes	2.750%	09/03/24	02/15/28	868	3.750%	2,625,000.00	2,540,712.89	25,171.60	2,565,884.49	9,219.60
US Treasury Notes	1.125%	08/02/24	02/29/28	882	3.990%	200,000.00	181,078.12	5,867.40	186,945.52	192.68
US Treasury Notes	3.500%	05/02/23	04/30/28	943	3.600%	1,500,000.00	1,493,320.31	3,231.87	1,496,552.18	21,970.11
US Treasury Notes	3.750%	05/21/25	05/15/28	958	3.940%	210,000.00	208,900.78	127.07	209,027.85	2,974.52
US Treasury Notes	3.625%	06/05/23	05/31/28	974	3.700%	750,000.00	747,539.06	1,146.73	748,685.79	9,136.78
US Treasury Notes	4.375%	11/05/24	08/31/28	1,066	4.190%	1,100,000.00	1,107,003.91	(1,557.48)	1,105,446.43	4,121.20
US Treasury Notes	1.500%	01/04/24	11/30/28	1,157	3.970%	975,000.00	868,473.64	37,807.35	906,280.99	4,914.96
US Treasury Notes	1.375%	02/05/24	12/31/28	1,188	4.020%	1,100,000.00	971,652.34	43,284.19	1,014,936.53	3,822.35
US Treasury Notes	3.875%	06/05/25	12/31/28	1,188	3.960%	825,000.00	822,131.84	199.54	822,331.38	87.83
US Treasury Notes	4.000%	12/05/24	10/31/29	1,492	4.150%	1,200,000.00	1,192,078.13	1,219.33	1,193,297.46	20,086.96
US Treasury Notes	3.875%	09/04/25	11/30/29	1,522	3.720%	685,000.00	689,174.22	(66.97)	689,107.25	8,920.44
US Treasury Notes	3.875%	02/07/25	11/30/29	1,522	4.340%	1,000,000.00	980,156.25	2,438.38	982,594.63	13,022.54
US Treasury Notes	3.875%	01/07/25	12/31/29	1,553	4.360%	775,000.00	758,289.06	2,246.06	760,535.12	7,589.42
US Treasury Notes	3.500%	03/04/25	01/31/30	1,584	4.070%	850,000.00	828,517.58	2,324.33	830,841.91	5,012.23
US Treasury Notes	1.500%	04/03/25	02/15/30	1,599	3.900%	410,000.00	366,773.83	4,057.49	370,831.32	785.46
US Treasury Notes	3.750%	07/03/25	05/31/30	1,704	3.790%	715,000.00	713,687.30	61.42	713,748.72	9,010.76
US Treasury Notes	3.750%	08/05/25	06/30/30	1,734	3.990%	850,000.00	841,068.36	258.93	841,327.29	8,055.37
US Treasury Notes	3.875%	09/04/25	07/31/30	1,765	3.760%	700,000.00	703,554.69	(74.42)	703,507.27	4,569.97
New York St Dorm Auth Municipal Bonds	2.888%	03/25/22	03/15/27	531	2.890%	185,000.00	185,000.00	0.00	185,000.00	237.46
NYC Transitional	4.619%	05/29/25	05/01/29	1,309	4.620%	145,000.00	145,000.00	0.00	145,000.00	2,269.73
FN AL2092	3.000%	03/06/18	07/01/27	639	2.980%	25,417.76	25,449.53	(25.60)	25,423.93	63.54
FN AP4718	2.500%	07/20/18	08/01/27	670	2.750%	31,821.87	31,190.40	499.38	31,689.78	66.30
Fannie Mae Pool	3.500%	04/05/18	02/01/28	854	3.230%	49,232.38	50,355.49	(850.54)	49,504.95	143.59
Fannie Mae Pool	3.500%	04/05/18	03/01/28	883	3.230%	8,888.77	9,091.55	(152.28)	8,939.27	25.93
FR ZT1267	2.500%	08/21/19	05/01/28	944	3.230%	35,821.29	36,319.43	(347.37)	35,972.06	74.63
FN CA1940	4.000%	07/11/18	06/01/28	975	3.640%	40,828.57	42,040.67	(879.22)	41,161.45	136.10
FNMA Pool #AU1266	3.000%	10/31/17	07/01/28	1,005	2.720%	59,404.82	60,917.78	(1,115.93)	59,801.85	148.51
FG J32374	2.500%	02/17/22	11/01/28	1,128	2.220%	99,979.36	101,729.01	(939.68)	100,789.33	208.29
Fannie Mae Pool	4.000%	03/18/19	03/01/29	1,248	3.630%	29,285.14	30,186.58	(588.05)	29,598.53	97.62
FNMA Pool #AS4197	3.500%	07/16/15	01/01/30	1,554	3.000%	29,991.40	31,753.39	(1,238.35)	30,515.04	87.47
FHLMC Pool #U49048	3.000%	03/17/16	08/01/30	1,766	2.630%	62,693.81	65,446.46	(1,822.01)	63,624.45	156.73
FNMA Pool #AL7738	3.500%	02/17/16	11/01/30	1,858	2.960%	63,250.27	67,351.66	(2,671.53)	64,680.13	184.48
FR Z57331	3.000%	02/13/20	12/01/30	1,888	2.600%	118,579.99	123,063.80	(2,321.67)	120,742.13	296.45
FN FM1082	3.000%	08/19/19	09/01/31	2,162	2.720%	73,182.51	75,297.94	(1,068.89)	74,229.05	182.96
FG G16720	3.500%	01/25/19	11/01/31	2,223	3.340%	63,781.41	64,807.89	(535.30)	64,272.59	186.03
FG G16635	3.000%	04/18/19	02/01/32	2,315	2.930%	115,352.37	116,267.09	(459.74)	115,807.35	288.38
FN FS2986	4.000%	10/21/22	10/01/32	2,558	4.370%	216,849.87	210,412.14	1,893.45	212,305.59	722.83
Fannie Mae Pool	3.500%	02/13/18	01/01/33	2,650	3.300%	73,430.33	75,128.41	(866.71)	74,261.70	214.17
Freddie Mac Pool	4.000%	06/07/18	02/01/33	2,681	3.730%	26,735.61	27,541.86	(401.06)	27,140.80	89.12
FN CA1455	4.000%	12/20/18	03/01/33	2,709	3.760%	98,456.87	101,018.29	(1,217.35)	99,800.94	328.19

DuPAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
September 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 09/30/25	
FN BM5830	3.500%	06/05/19	04/01/34	3.105	3.180%	122,196.20	126,778.56	(1,939.38)	124,839.18	356.41
FN FM0047	3.000%	06/17/21	12/01/34	3.349	2.450%	147,807.32	157,160.75	(2,966.65)	154,194.10	369.52
FN FM2694	3.000%	06/05/19	03/01/35	3.439	2.570%	155,606.96	163,970.84	(3,076.05)	160,894.79	389.02
FR SB0759	4.500%	10/18/22	03/01/35	3.439	4.630%	173,848.08	171,674.98	515.97	172,190.95	651.93
FR SB0364	3.500%	06/21/21	06/01/35	3.531	2.830%	134,572.65	145,002.02	(3,178.47)	141,823.55	392.50
FR SB0666	4.000%	05/13/22	06/01/35	3.531	3.750%	261,104.86	267,958.87	(1,763.62)	266,195.25	870.35
FN FM3701	2.500%	07/27/20	07/01/35	3.561	2.040%	140,319.07	148,540.88	(2,837.10)	145,703.78	292.33
FR SB0361	3.000%	03/20/23	07/01/35	3.561	3.530%	242,273.70	229,592.19	2,599.06	232,191.25	605.68
FN FM5714	4.000%	03/19/21	11/01/35	3.684	3.230%	95,836.06	104,401.41	(2,637.74)	101,763.67	319.45
FHMS K061 A2	3.347%	05/24/23	11/01/26	397	4.310%	493,332.26	478,146.87	10,199.86	488,346.73	1,375.99
FHMS K063 A2	3.430%	05/24/23	01/01/27	458	4.340%	735,000.00	712,749.02	14,266.90	727,015.92	2,100.88
FHLMC Multifamily Structured Pool	3.243%	06/13/23	04/01/27	548	4.440%	765,000.00	733,055.27	19,001.61	752,056.88	2,067.41
FNA 2018-M2 A2	3.003%	04/08/25	01/01/28	823	4.070%	520,106.93	505,357.02	2,401.70	507,758.72	1,300.95
FHMS KJ40 A1	3.400%	07/14/22	06/01/28	975	3.400%	306,190.91	306,187.22	1.99	306,189.21	867.54
FNA 2023-M6 A2	4.190%	07/31/23	07/01/28	1,005	4.580%	692,270.45	680,534.30	5,102.67	685,636.97	2,417.18
FHMS K512 A2	5.000%	12/21/23	11/01/28	1,128	4.780%	365,000.00	368,408.37	(1,133.54)	367,274.83	1,520.83
FHMS KJ45 A1	4.455%	05/25/23	11/01/28	1,128	4.460%	617,401.55	617,400.31	0.53	617,400.84	2,292.10
FHMS KJ43 A1	4.377%	12/15/22	12/01/28	1,158	4.380%	475,344.47	475,336.38	3.75	475,340.13	1,733.82
FHMS KJ44 A1	4.558%	02/23/23	01/25/29	1,213	4.560%	292,777.13	292,768.08	3.98	292,772.06	1,112.07
FHMS K749 A2	2.120%	04/15/25	03/01/29	1,248	4.200%	375,000.00	346,567.38	3,072.59	349,639.97	662.50
FHMS K522 A2	4.803%	06/13/24	05/01/29	1,309	4.800%	487,177.15	487,175.69	1.46	487,177.15	1,949.93
FHMS KJ42 A1	3.902%	09/15/22	07/01/29	1,370	3.900%	283,528.89	283,518.10	4.79	283,522.89	921.94
FHMS K526 A2	4.543%	08/15/24	07/01/29	1,370	4.330%	450,000.00	454,209.30	(878.78)	453,330.52	1,703.63
FHMS K097 A2	2.508%	07/17/24	07/01/29	1,370	4.520%	515,000.00	468,368.36	10,212.65	478,581.01	1,076.35
FHMS K529 A2	4.791%	10/16/24	09/01/29	1,432	4.340%	300,000.00	305,996.10	(1,060.44)	304,935.66	1,197.75
FHMS KJ49 A1	5.007%	02/19/24	09/01/30	1,797	5.010%	524,647.80	524,632.59	3.62	524,636.21	2,189.09
FHR 4096 PA	1.375%	02/26/20	08/01/27	670	1.490%	57,247.56	56,782.42	348.55	57,130.97	65.60
FNR 2012-107 GA	1.500%	12/06/19	09/01/27	701	1.690%	9,975.33	9,837.39	102.88	9,940.27	12.47
FHS 287 150	1.500%	12/27/17	10/01/27	731	1.840%	27,803.80	26,969.68	660.58	27,630.26	34.75
FNR 2012-145 EA	1.250%	02/12/20	01/01/28	823	1.440%	31,018.13	30,578.30	311.71	30,890.01	32.31
FNR 2013-39 MP	1.750%	12/12/19	05/01/28	944	1.860%	81,302.46	80,616.46	470.93	81,087.39	118.57
FNR 2013-19 GE	2.500%	10/30/19	03/01/33	2,709	2.400%	99,128.76	100,212.98	(478.85)	99,734.13	206.52
FHR 5050 XL	1.000%	05/08/19	07/01/36	3,927	1.180%	170,567.28	171,406.79	(359.57)	171,047.22	426.42
FHR 5050 XL	1.000%	02/11/22	07/01/36	3,927	1.820%	126,442.65	123,439.63	757.40	124,197.03	105.37
FHR 4877 CA	3.000%	07/19/24	04/01/34	3,105	2.960%	269,276.01	245,503.99	2,010.95	247,514.94	224.40
FHR 5050 XA	1.000%	07/24/24	07/01/39	5,022	1.690%	320,682.97	291,520.86	1,911.06	293,431.92	267.24
FHR 5042 DA	1.000%	07/24/24	05/01/41	5,692	1.550%	324,974.04	298,671.45	1,529.08	300,200.53	270.81
FNR 2013-75 PC	2.500%	04/20/20	04/01/43	6,392	2.200%	142,429.90	150,130.02	(1,822.57)	148,307.45	296.73
FNR 2015-33 P	2.500%	02/20/20	06/01/45	7,184	2.400%	63,125.06	64,328.38	(266.51)	64,061.87	131.51
FNR 2016-19 AH	3.000%	07/13/20	04/01/46	7,488	2.580%	64,496.89	69,644.05	(1,041.41)	68,602.64	161.24
FHR 5000 LB	1.250%	08/07/20	07/01/46	7,579	1.160%	167,078.05	170,367.39	(650.96)	169,716.43	174.04
FNR 2016-79 HA	2.000%	06/05/20	11/01/46	7,702	1.830%	105,909.00	109,781.31	(776.90)	109,004.41	176.52
FNR 2019-13A	3.500%	01/23/24	04/01/49	8,584	3.840%	617,189.39	583,750.27	1,370.75	585,121.02	1,800.14
Federal Home Loan Bank Notes	0.830%	08/19/22	02/10/27	498	3.370%	740,000.00	662,492.40	53,981.08	716,473.48	870.12
Federal Home Loan Bank Notes	1.020%	08/16/22	02/24/27	512	3.240%	780,000.00	707,608.20	50,025.05	757,633.25	817.70
American Honda Finance	4.900%	03/14/24	03/12/27	528	4.890%	100,000.00	100,041.00	(20.43)	100,020.57	258.61
American Honda Finance	4.900%	03/13/24	03/12/27	528	4.920%	115,000.00	114,936.75	31.67	114,968.42	297.40
Hormel Foods	4.800%	08/09/24	03/30/27	546	4.400%	250,000.00	251,990.00	(861.28)	251,128.72	33.33
BP Cap Markets America	3.588%	05/17/24	04/14/27	561	4.950%	250,000.00	240,860.00	4,150.79	245,010.79	4,161.08
JP Morgan Chase	1.158%	05/20/24	04/22/27	569	4.150%	400,000.00	371,984.00	12,660.04	384,644.04	2,787.80
Goldman Sachs Group Inc	5.414%	05/21/24	05/21/27	598	5.410%	100,000.00	100,000.00	0.00	100,000.00	1,955.06
John Deere Capital	4.900%	06/11/24	06/11/27	619	4.940%	195,000.00	194,758.20	101.26	194,859.46	2,919.58
National Australia Bank/NY Corp	5.087%	06/11/24	06/11/27	619	5.090%	330,000.00	330,000.00	0.00	330,000.00	5,129.39
National Australia Bank/NY Corp	5.087%	06/11/24	06/11/27	619	5.040%	395,000.00	395,477.95	(199.27)	395,278.68	6,139.73
American Honda Finance	4.900%	07/10/24	07/09/27	647	4.950%	345,000.00	344,554.95	174.50	344,729.45	3,850.58
Blackrock Funding Inc	4.600%	07/26/24	07/26/27	664	4.600%	250,000.00	249,992.50	3.19	249,995.69	2,076.39
Blackrock Funding Inc	4.600%	07/26/24	07/26/27	664	4.590%	250,000.00	250,090.00	(34.72)	250,055.28	2,076.39
BMW US Capital	4.600%	08/13/24	08/13/27	682	4.600%	185,000.00	184,985.20	5.64	184,990.84	1,134.67
Accenture Capital	3.900%	10/04/24	10/04/27	734	3.950%	70,000.00	69,909.70	28.71	69,938.41	1,342.25
Toyota Motor Credit Corp	4.500%	10/10/24	10/08/27	738	4.340%	200,000.00	200,078.00	(24.04)	200,053.96	4,180.83
Morgan Stanley Bank	4.447%	10/18/24	10/15/27	745	4.450%	345,000.00	345,000.00	0.00	345,000.00	7,074.44
Morgan Stanley Bank	4.447%	10/18/24	10/15/27	745	4.450%	425,000.00	424,953.25	14.79	424,968.04	8,714.88
Mercedes-Benz Fin	4.900%	11/15/24	11/15/27	776	4.940%	375,000.00	374,587.50	114.67	374,702.17	6,941.67
UBS AG Stamford Ct	4.864%	01/10/25	01/10/28	832	4.860%	250,000.00	250,000.00	0.00	250,000.00	2,736.00
National Rural Util Corp	4.750%	02/07/25	02/07/28	860	4.770%	100,000.00	99,956.00	9.06	99,965.06	712.50

DuPAGE WATER COMMISSION
 INVESTMENTS
 (Unaudited)
 September 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 09/30/25
National Rural Util Corp	4.750%	02/07/25	02/07/28	860 4.650%	130,000.00	130,344.50	(72.90)	130,271.60	926.25
Eli Lilly & Co	4.550%	06/27/25	02/12/28	865 4.050%	180,000.00	182,203.20	(216.23)	181,986.97	1,114.75
Eli Lilly & Co	4.550%	02/12/25	02/12/28	865 4.570%	225,000.00	224,856.00	29.34	224,885.34	1,393.44
Hershey Co	4.550%	02/24/25	02/24/28	877 4.570%	105,000.00	104,927.55	13.98	104,941.53	491.02
Cisco Systems Inc	4.550%	02/24/25	02/24/28	877 4.560%	170,000.00	169,943.90	11.05	169,954.95	794.99
Chevron USA	4.475%	02/26/25	02/26/28	879 4.480%	205,000.00	205,000.00	0.00	205,000.00	891.89
State Street Corp	4.530%	02/28/25	02/28/28	881 4.540%	400,000.00	400,000.00	0.00	400,000.00	1,663.20
Mars Inc	4.600%	03/12/25	03/01/28	883 4.600%	95,000.00	94,999.05	0.31	94,999.36	364.17
Mars Inc	4.600%	03/12/25	03/01/28	883 4.530%	150,000.00	150,295.50	(53.62)	150,241.88	575.00
Johnson & Johnson	4.550%	03/04/25	03/01/28	883 4.270%	260,000.00	261,983.80	(372.88)	261,610.92	985.83
Paccar Financial	4.550%	03/03/25	03/03/28	885 4.570%	385,000.00	384,765.15	43.64	384,808.79	1,362.47
Commonwealth Bk	4.423%	03/14/25	03/14/28	896 4.420%	300,000.00	300,000.00	0.00	300,000.00	626.59
Kenvue Inc	5.050%	06/30/25	03/22/28	904 4.120%	280,000.00	286,610.80	(599.22)	286,011.58	353.50
Citigroup Inc	4.643%	05/07/25	05/07/28	950 4.640%	390,000.00	390,000.00	0.00	390,000.00	7,243.08
Cummins Inc	4.250%	05/09/25	05/09/28	952 4.280%	25,000.00	24,982.50	2.19	24,984.69	419.10
Astrazeneca Finance LLC	1.750%	05/07/25	05/28/28	971 4.260%	200,000.00	185,772.00	1,761.40	187,533.40	1,195.83
National Secs Clearing	5.000%	04/23/25	05/30/28	973 4.310%	250,000.00	254,195.00	(576.34)	253,618.66	4,201.39
HSBC USA	4.650%	06/03/25	06/03/28	977 4.650%	400,000.00	400,032.00	(3.18)	400,028.82	6,096.67
Target Corp	4.350%	06/10/25	06/15/28	989 4.350%	70,000.00	69,999.30	0.17	69,999.47	938.88
National Rural Util Coop	4.150%	08/25/25	08/25/28	1,060 4.190%	100,000.00	99,888.00	3.59	99,891.59	415.00
Bristol-Myers Squibb	4.900%	04/16/25	02/22/29	1,241 4.510%	200,000.00	202,738.00	(308.63)	202,429.37	1,061.67
Astrazeneca Finance LLC	4.850%	04/16/25	02/26/29	1,245 4.510%	200,000.00	202,340.00	(262.82)	202,077.18	943.06
American Express Co	4.731%	04/25/25	04/25/29	1,303 4.730%	220,000.00	220,000.00	0.00	220,000.00	4,510.22
Bank of America Corp	4.623%	05/09/25	05/09/29	1,317 4.620%	390,000.00	390,000.00	0.00	390,000.00	7,111.72
United Parcel Service	2.500%	06/27/25	09/01/29	1,432 4.280%	180,000.00	167,842.80	697.87	168,540.67	375.00
BMW US Capital	5.050%	03/21/25	03/21/30	1,633 5.060%	190,000.00	189,950.60	5.03	189,955.63	266.53
State Street Corp	4.834%	04/24/25	04/24/30	1,667 4.830%	95,000.00	95,000.00	0.00	95,000.00	2,002.75
State Street Corp	4.834%	04/24/25	04/24/30	1,667 4.700%	260,000.00	261,588.60	(126.75)	261,461.85	5,481.22
Walmart	4.350%	04/28/25	04/28/30	1,671 4.390%	145,000.00	144,749.15	19.37	144,768.52	2,680.69
Blackrock Inc	2.400%	06/27/25	04/30/30	1,673 4.300%	290,000.00	266,196.80	1,161.99	267,358.79	2,919.33
Toyota Motor Credit Corp	4.800%	05/15/25	05/15/30	1,688 4.830%	195,000.00	194,777.70	15.32	194,793.02	3,536.00
National Secs Clearing	4.700%	05/20/25	05/20/30	1,693 4.710%	415,000.00	414,742.70	17.91	414,760.61	7,097.65
Citibank NA	4.914%	05/29/25	05/29/30	1,702 4.910%	250,000.00	250,000.00	0.00	250,000.00	4,163.25
John Deere Capital	4.550%	06/05/25	06/05/30	1,709 4.560%	180,000.00	179,904.60	6.10	179,910.70	2,639.00
Analog Devices Inc	4.500%	06/16/25	06/15/30	1,719 4.520%	400,000.00	399,648.00	19.73	399,667.73	5,250.00
Home Depot	3.950%	09/15/25	09/15/30	1,811 4.030%	85,000.00	84,694.85	2.83	84,697.68	149.22
		Weighted Avg Maturity	1,315	3.853%	\$ 54,218,333.45	\$ 53,243,937.04	\$ 362,332.58	\$ 53,606,269.62	\$ 380,029.67
Water Fund L-T Water Capital Reserve (01-121900)									
III - Money Market (PFM Asset Management)	4.140%	09/30/25	10/01/25	1 4.140%	372,569.50	372,569.50	0.00	372,569.50	-
US Treasury Notes	4.500%	03/13/25	05/15/27	592 3.960%	275,000.00	278,050.78	(749.80)	277,300.98	4,674.25
US Treasury Notes	0.625%	01/05/21	12/31/27	822 0.660%	200,000.00	199,476.56	354.85	199,831.41	315.90
US Treasury Notes	2.875%	04/05/21	05/15/28	958 1.420%	150,000.00	164,695.31	(9,275.88)	155,419.43	1,628.91
US Treasury Notes	1.250%	06/04/21	05/31/28	974 1.230%	275,000.00	275,365.23	(225.87)	275,139.36	1,155.23
US Treasury Notes	1.250%	10/03/24	05/31/28	974 3.550%	300,000.00	276,562.50	6,078.48	282,640.98	1,260.25
US Treasury Notes	1.000%	08/02/21	07/31/28	1,035 0.990%	400,000.00	400,203.13	(120.86)	400,082.27	673.91
US Treasury Notes	1.125%	09/02/21	08/31/28	1,066 1.070%	400,000.00	401,359.38	(792.53)	400,566.85	385.36
US Treasury Notes	3.125%	05/01/19	11/15/28	1,142 2.470%	150,000.00	158,320.31	(5,596.21)	152,724.10	1,770.55
US Treasury Notes	2.625%	06/03/19	02/15/29	1,234 2.120%	100,000.00	104,406.25	(2,872.83)	101,533.42	335.26
US Treasury Notes	2.625%	04/01/19	02/15/29	1,234 2.490%	150,000.00	151,769.53	(1,164.47)	150,605.06	502.89
US Treasury Notes	2.750%	06/03/22	05/31/29	1,339 2.950%	250,000.00	246,933.59	1,459.97	248,393.56	2,310.45
US Treasury Notes	3.250%	07/06/22	06/30/29	1,369 2.870%	500,000.00	511,992.19	(5,561.25)	506,430.94	4,106.66
US Treasury Notes	4.000%	08/23/24	10/31/29	1,492 3.750%	550,000.00	556,359.38	(1,252.90)	555,106.48	9,206.52
US Treasury Notes	4.000%	03/05/24	10/31/29	1,492 4.290%	600,000.00	591,398.44	2,393.95	593,792.39	10,043.48
US Treasury Notes	1.750%	02/03/20	11/15/29	1,507 1.560%	250,000.00	254,355.47	(2,518.63)	251,836.84	1,652.51
US Treasury Notes	3.500%	02/02/23	01/31/30	1,584 3.590%	285,000.00	283,408.01	605.64	284,013.65	1,680.57
US Treasury Notes	1.500%	03/04/22	02/15/30	1,599 1.820%	345,000.00	336,833.20	3,674.36	340,507.56	660.94
US Treasury Notes	3.625%	08/02/24	03/31/30	1,643 3.940%	600,000.00	590,460.94	1,792.29	592,253.23	59.75
US Treasury Notes	0.625%	06/29/20	05/15/30	1,688 0.650%	250,000.00	249,414.06	311.82	249,725.88	590.18
US Treasury Notes	0.625%	11/03/21	08/15/30	1,780 1.500%	250,000.00	232,148.44	7,945.78	240,094.22	199.56
US Treasury Notes	4.125%	02/06/24	08/31/30	1,796 3.870%	150,000.00	152,238.28	(562.84)	151,675.44	529.87
US Treasury Notes	4.125%	10/29/24	08/31/30	1,796 4.130%	150,000.00	149,929.69	10.17	149,939.86	529.87

DuPAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
September 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 09/30/25	
US Treasury Notes	4.125%	11/05/24	08/31/30	1.796	4.220%	625,000.00	621,777.34	450.82	622,228.16	2,207.79
US Treasury Notes	4.625%	09/03/24	09/30/30	1.826	3.750%	675,000.00	706,851.56	(5,129.69)	701,721.87	85.77
US Treasury Notes	0.875%	12/11/20	11/15/30	1.872	0.880%	200,000.00	199,867.19	64.22	199,931.41	661.01
US Treasury Notes	3.750%	01/04/24	12/31/30	1.918	3.960%	600,000.00	592,242.19	1,740.90	593,983.09	5,686.14
US Treasury Notes	4.125%	06/11/25	07/31/31	2.130	4.240%	125,000.00	124,199.22	35.75	124,234.97	868.72
US Treasury Notes	1.250%	11/03/21	08/15/31	2.145	1.540%	250,000.00	243,369.14	2,649.74	246,018.88	399.12
US Treasury Notes	3.750%	12/30/24	08/31/31	2.161	4.510%	190,000.00	181,746.88	812.44	182,559.32	610.15
US Treasury Notes	4.125%	07/03/25	10/31/31	2.222	3.920%	375,000.00	379,189.45	(142.77)	379,046.68	6,473.34
US Treasury Notes	1.375%	02/22/22	11/15/31	2.237	1.940%	450,000.00	427,517.58	8,333.62	435,851.20	2,337.13
US Treasury Notes	4.125%	09/30/25	11/30/31	2.252	3.820%	400,000.00	406,546.88	(0.47)	406,546.41	5,545.08
US Treasury Notes	4.375%	07/17/25	01/31/32	2.314	4.190%	210,000.00	212,214.84	(61.34)	212,153.50	1,547.89
US Treasury Notes	4.125%	08/05/25	02/29/32	2.343	4.140%	300,000.00	299,765.63	4.92	299,770.55	1,059.74
US Treasury Notes	2.875%	06/03/22	05/15/32	2.419	2.910%	100,000.00	99,714.84	95.42	99,810.26	1,085.94
US Treasury Notes	2.875%	09/04/25	05/15/32	2.419	3.990%	215,000.00	201,083.79	133.53	201,217.32	2,334.77
US Treasury Notes	2.750%	01/04/24	08/15/32	2.511	3.990%	875,000.00	796,796.88	15,809.65	812,606.53	3,073.20
US Treasury Notes	4.125%	12/29/22	11/15/32	2.603	3.850%	200,000.00	204,539.06	(1,266.51)	203,272.55	3,116.17
US Treasury Notes	4.500%	09/04/25	11/15/33	2.968	4.120%	95,000.00	97,504.88	(18.66)	97,486.22	1,614.74
US Treasury Notes	4.500%	03/04/25	11/15/33	2.968	4.220%	240,000.00	244,762.50	(263.31)	244,499.19	4,079.35
US Treasury Notes	4.250%	04/03/25	11/15/34	3.333	4.150%	200,000.00	201,515.63	(62.64)	201,452.99	3,210.60
US Treasury Notes	4.250%	02/06/25	11/15/34	3.333	4.550%	270,000.00	263,714.06	337.21	264,051.27	4,334.31
New York St Dorm Auth Municipal Bonds	2.888%	03/25/22	03/15/27	531	2.890%	55,000.00	55,000.00	0.00	55,000.00	70.60
NYC Transitional	4.930%	05/29/25	05/01/31	2,039	4.930%	150,000.00	150,000.00	0.00	150,000.00	2,506.08
New York H	5.171%	04/29/25	02/01/32	2,315	5.170%	300,000.00	300,000.00	0.00	300,000.00	2,585.50
Oregon St B	4.891%	04/29/25	05/01/32	2,405	4.890%	75,000.00	75,000.00	0.00	75,000.00	1,548.82
NYC Transitional	5.030%	05/29/25	05/01/32	2,405	5.030%	150,000.00	150,000.00	0.00	150,000.00	2,556.92
FR ZT1267	2.500%	08/21/19	05/01/28	944	2.320%	9,330.20	9,459.95	(90.48)	9,369.47	19.44
FNMA Pool #AU1266	3.000%	10/31/17	07/01/28	1,005	2.720%	13,708.79	14,057.93	(257.52)	13,800.41	34.27
FG J32374	2.500%	02/17/22	11/01/28	1,128	2.220%	30,655.67	31,192.14	(288.12)	30,904.02	63.87
Fannie Mae Pool	4.000%	03/18/19	03/01/29	1,248	3.630%	6,212.00	6,403.21	(124.73)	6,278.48	20.71
FNMA Pool #AS4197	3.500%	07/16/15	01/01/30	1,554	3.000%	7,409.67	7,844.98	(305.94)	7,539.04	21.61
FHLMC Pool #U49048	3.000%	03/17/16	08/01/30	1,766	2.630%	9,404.10	9,817.00	(273.30)	9,543.70	23.51
FNMA Pool #AL7738	3.500%	02/17/16	11/01/30	1,858	2.960%	10,439.43	11,116.36	(440.94)	10,675.42	30.45
FR Z57331	3.000%	02/13/20	12/01/30	1,888	2.600%	30,275.75	31,420.55	(592.76)	30,827.79	75.69
FN FM1082	3.000%	08/19/19	09/01/31	2,162	2.720%	18,654.41	19,193.63	(272.46)	18,921.17	46.64
FG G16635	3.000%	04/18/19	02/01/32	2,315	2.930%	24,718.38	24,914.37	(98.50)	24,815.87	61.80
FN FS2986	4.000%	10/21/22	10/01/32	2,558	4.370%	71,488.96	69,366.63	624.22	69,990.85	238.30
FN BM5462	3.000%	06/21/19	11/01/32	2,589	2.800%	28,570.71	29,218.01	(302.34)	28,915.67	71.43
Freddie Mac Pool	4.000%	06/07/18	02/01/33	2,681	3.730%	8,226.24	8,474.29	(123.39)	8,350.90	27.42
FN CA1455	4.000%	12/20/18	03/01/33	2,709	3.760%	22,067.88	22,641.99	(272.85)	22,369.14	73.56
FN BM5830	3.500%	06/05/19	04/01/34	3,105	3.180%	30,549.06	31,694.65	(484.85)	31,209.80	89.10
FN FM0047	3.000%	06/17/21	12/01/34	3,349	2.450%	45,247.10	48,110.39	(908.16)	47,202.23	113.12
FR SB0759	4.500%	10/18/22	03/01/35	3,439	4.630%	62,088.60	61,312.49	184.28	61,496.77	232.83
FR SB0364	3.500%	06/21/21	06/01/35	3,531	2.830%	40,233.09	43,351.16	(950.27)	42,400.89	117.35
FR SB0666	4.000%	05/17/22	06/01/35	3,531	3.750%	81,287.36	83,421.15	(549.05)	82,872.10	270.96
FN FM3701	2.500%	07/27/20	07/01/35	3,561	2.040%	38,086.62	40,318.26	(770.07)	39,548.19	79.35
FR SB0361	3.000%	03/20/23	07/01/35	3,561	3.530%	78,776.11	74,652.68	845.09	75,497.77	196.94
FN FM5714	4.000%	03/19/21	11/01/35	3,684	3.230%	26,256.41	28,603.08	(722.67)	27,880.41	87.52
FR SB1478	5.000%	04/10/25	02/01/40	5,237	4.960%	255,425.23	256,582.63	(24.95)	256,557.68	1,064.27
FN FM8086	3.500%	10/15/21	07/01/51	9,405	3.090%	130,638.22	140,946.39	(1,362.87)	139,583.52	381.03
FHMS K737 A1	2.116%	01/22/20	06/01/26	244	2.030%	8,519.78	8,562.32	(37.67)	8,524.65	15.02
FHMS K058 A2	2.653%	04/12/23	08/01/26	305	4.020%	240,000.00	229,893.75	7,406.81	237,300.56	530.60
FHMS K061 A2	3.347%	05/24/23	11/01/26	397	4.310%	162,847.53	157,834.88	3,366.94	161,201.82	454.21
FHMS K063 A2	3.430%	05/24/23	01/01/27	458	4.340%	245,000.00	237,583.01	4,755.63	242,338.64	700.29
FHLMC Multifamily Structured Pool	3.243%	06/13/23	04/01/27	548	4.440%	265,000.00	253,934.18	6,582.25	260,516.43	716.16
FHMS K070 A2	3.303%	07/05/24	11/01/27	762	4.930%	275,000.00	261,325.20	4,713.80	266,039.00	756.94
FHMS K140 A1	3.400%	07/14/22	06/01/28	975	3.400%	102,063.60	102,062.34	0.68	102,063.02	289.18
FNA 2023-M6 A2	4.190%	07/31/23	07/01/28	1,005	4.580%	243,488.23	239,360.34	1,794.73	241,155.07	850.18
FHMS K508 A2	4.740%	10/19/23	08/01/28	1,036	5.260%	250,000.00	244,516.00	2,031.55	246,547.55	987.50
FHMS K506 A2	4.650%	09/14/23	08/01/28	1,036	4.990%	255,000.00	251,227.79	1,444.02	252,671.81	988.13
FHMS K509 A2	4.850%	10/31/23	09/01/28	1,067	5.600%	190,000.00	183,942.23	2,107.69	186,049.92	767.92
FHMS K507 A2	4.800%	09/28/23	09/01/28	1,067	5.070%	250,000.00	247,011.75	1,080.20	248,091.95	1,000.00
FHMS K510 A2	5.069%	11/21/23	10/01/28	1,097	5.140%	90,000.00	89,739.81	90.37	89,830.18	380.18
FHMS K511 A2	4.860%	12/07/23	10/25/28	1,121	4.930%	140,000.00	139,597.78	138.00	139,735.78	567.00
FHMS K512 A2	5.000%	12/21/23	11/01/28	1,128	4.780%	108,024.06	100,845.12	3,448.00	104,293.12	270.06
FHMS K750 A1	3.000%	11/03/22	11/01/28	1,128	4.260%	130,000.00	131,213.94	(403.73)	130,810.21	541.67
FHMS K145 A1	4.455%	05/25/23	11/01/28	1,128	4.460%	204,351.24	204,350.83	0.18	204,351.01	758.65
FHMS K143 A1	4.377%	12/15/22	12/01/28	1,158	4.380%	156,135.06	156,132.39	1.24	156,133.63	569.50
FHMS K514 A2	4.572%	06/06/24	12/01/28	1,158	4.960%	265,000.00	260,859.38	1,101.29	261,960.67	1,009.65
FHMS K144 A1	4.558%	02/23/23	01/25/29	1,213	4.560%	93,349.22	93,346.30	1.29	93,347.59	354.57
FHMS K752 A1	4.284%	08/24/23	01/01/29	1,189	4.910%	104,199.48	101,121.55	1,194.26	102,315.81	371.99
FHMS K749 A2	2.120%	04/15/25	03/01/29	1,248	4.200%	200,000.00	184,835.94	1,638.71	186,474.65	353.33
FHMS K522 A2	4.803%	06/13/24	05/01/29	1,309	4.800%	253,332.12	253,331.36	0.76	253,332.12	1,013.96
FHMS K142 A1	3.902%	09/15/22	07/01/29	1,370	3.900%	92,311.74	92,308.22	1.56	92,309.78	300.17
FHMS K526 A2	4.543%	08/15/24	07/01/29	1,370	4.330%	240,000.00	242,244.96	(468.68)	241,776.28	908.60
FHMS K097 A2	2.508%	07/17/24	07/01/29	1,370	4.550%	270,000.00	245,552.34	5,354.21	250,906.55	564.30
FHMS K529 A2	4.791%	10/16/24	09/01/29	1,432	4.340%	160,000.00	163,197.92	(565.57)	162,632.35	638.80
FHMS K120 A1	0.892%	04/01/24	07/01/30	1,735	3.340%	237,425.73	204,649.85	7,154.34	211,804.19	176.49

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 09/30/25
Capital Reserve (01-122000)										
IIIT - Money Market (PFM Asset Management)	4.140%	09/30/25	10/01/25	1	4.140%	195,183.40	195,183.40	0.00	195,183.40	-
US Treasury Notes	4.125%	03/13/25	10/31/26	396	4.050%	390,000.00	390,472.27	(155.75)	390,316.52	6,732.27
US Treasury Notes	1.125%	10/29/24	10/31/26	396	4.110%	1,200,000.00	1,131,609.38	30,837.94	1,162,447.32	5,649.46
US Treasury Notes	1.250%	09/03/24	11/30/26	426	3.840%	2,500,000.00	2,362,109.38	64,816.96	2,426,926.34	10,502.05
US Treasury Notes	4.000%	09/03/24	11/30/26	426	3.840%	245,000.00	243,832.42	369.04	244,201.46	2,077.17
US Treasury Notes	4.000%	12/05/24	01/15/27	472	4.220%	4,000,000.00	3,982,187.50	6,768.89	3,988,956.39	33,913.04
US Treasury Notes	4.125%	12/04/24	02/15/27	503	4.190%	120,000.00	119,835.94	60.05	119,895.99	632.20
US Treasury Notes	2.250%	11/05/24	02/15/27	503	4.180%	1,875,000.00	1,796,923.83	30,156.02	1,827,079.85	5,388.08
US Treasury Notes	4.125%	05/06/25	02/28/27	516	3.880%	510,000.00	512,131.64	(460.18)	511,671.46	1,801.55
US Treasury Notes	4.250%	01/07/25	03/15/27	531	4.220%	2,075,000.00	2,076,053.71	(340.47)	2,075,713.24	3,897.79
US Treasury Notes	4.500%	03/13/25	05/15/27	592	3.960%	500,000.00	505,546.88	(1,363.29)	504,183.59	8,498.64
US Treasury Notes	4.500%	02/07/25	05/15/27	592	4.260%	1,600,000.00	1,608,250.00	(2,267.97)	1,605,982.03	27,195.65
US Treasury Notes	3.875%	07/22/25	05/31/27	608	3.870%	280,000.00	280,010.94	(0.66)	280,010.28	3,646.31
US Treasury Notes	3.125%	09/04/25	08/31/27	700	3.680%	1,725,000.00	1,706,874.02	662.25	1,707,536.27	4,616.28
US Treasury Notes	3.500%	03/04/25	01/31/28	853	4.020%	225,000.00	221,809.57	607.38	222,416.95	1,326.77
US Treasury Notes	4.000%	04/22/25	02/29/28	882	3.780%	250,000.00	251,474.61	(217.72)	251,256.89	856.35
US Treasury Notes	1.125%	04/03/25	02/29/28	882	3.840%	400,000.00	370,421.88	4,791.23	375,213.11	385.36
US Treasury Notes	3.500%	05/13/25	04/30/28	943	4.010%	700,000.00	690,074.22	1,219.69	691,293.91	10,252.72
US Treasury Notes	3.750%	05/21/25	05/15/28	958	3.940%	200,000.00	198,953.13	121.01	199,074.14	2,832.88
US Treasury Notes	3.750%	07/03/25	05/15/28	958	3.690%	1,950,000.00	1,952,970.70	(237.03)	1,952,733.67	27,620.58
US Treasury Notes	3.750%	06/05/25	05/31/28	974	3.890%	1,300,000.00	1,290,351.56	993.95	1,291,345.51	15,837.09
US Treasury Notes	4.000%	08/05/25	06/30/28	1,004	3.890%	1,725,000.00	1,730,053.71	(254.77)	1,729,798.94	17,437.50
US Treasury Notes	4.125%	09/04/25	07/31/28	1,035	3.650%	1,650,000.00	1,671,462.89	(513.52)	1,670,949.37	11,467.05
Conncticut St Txbl	5.050%	06/22/23	05/15/26	227	4.550%	90,000.00	91,206.90	(947.70)	90,259.20	1,717.00
New York H	4.669%	04/29/25	02/01/28	854	4.670%	125,000.00	125,000.00	0.00	125,000.00	972.71
NYC Transitional	4.487%	05/29/25	05/01/28	944	4.490%	125,000.00	125,000.00	0.00	125,000.00	1,900.74
Oregon St B	4.368%	04/29/25	05/01/28	944	4.370%	145,000.00	145,000.00	0.00	145,000.00	2,674.19
FN AL2092	3.000%	03/06/18	07/01/27	639	2.980%	19,370.02	19,394.23	(19.51)	19,374.72	48.43
Fannie Mae Pool	3.500%	04/05/18	02/01/28	854	3.230%	41,027.06	41,962.99	(708.78)	41,254.21	119.66
Fannie Mae Pool	3.500%	04/05/18	03/01/28	883	3.230%	20,740.50	21,213.64	(355.32)	20,858.32	60.49
Fannie Mae Pool	3.500%	04/05/18	04/01/28	914	3.240%	25,275.12	25,828.01	(411.77)	25,416.24	73.72
FR ZT1267	2.500%	08/21/19	05/01/28	944	3.230%	24,491.73	24,832.32	(237.50)	24,594.82	51.02
FN CA1940	4.000%	07/11/18	06/01/28	975	3.640%	29,552.15	30,429.48	(636.39)	29,793.09	98.51
FG J32374	2.500%	02/17/22	11/01/28	1,128	2.220%	90,921.97	92,513.10	(854.54)	91,658.56	189.42
Fannie Mae Pool	4.000%	03/18/19	03/01/29	1,248	3.630%	17,304.87	17,837.53	(347.48)	17,490.05	57.68
FN FS2986	4.000%	10/21/22	10/01/32	2,558	4.370%	200,169.13	194,226.60	1,747.80	195,974.40	667.23
FR SB0364	3.500%	06/21/21	06/01/35	3,531	2.830%	120,699.25	130,053.44	(2,850.80)	127,202.64	352.04
FHMS K058 A2	2.653%	04/12/23	08/01/26	305	4.020%	675,000.00	646,576.17	20,831.64	667,407.81	1,492.31
FNA 2016-M12 A2	2.527%	11/27/23	09/01/26	336	5.050%	317,072.18	295,843.21	13,197.19	309,040.40	531.61
FHMS K061 A2	3.347%	05/24/23	11/01/26	397	4.310%	450,225.56	436,367.04	9,308.61	445,675.65	1,255.75
FHMS K063 A2	3.430%	05/24/23	01/01/27	458	4.340%	675,000.00	654,565.43	13,102.26	667,667.69	1,929.38
FNA 2017-M8 A2	3.061%	06/28/24	05/01/27	578	4.920%	289,698.56	275,451.27	5,651.53	281,102.80	738.97
FHMS K066 A2	3.117%	08/15/24	06/01/27	609	4.170%	500,000.00	485,722.66	5,392.41	491,115.07	1,298.75
FNA 2024-M6 A2	2.905%	12/17/24	07/01/27	639	4.320%	505,000.00	487,325.00	5,108.87	492,433.87	1,262.91
FHMS KJ28 A2	2.308%	01/11/24	10/01/27	731	3.910%	421,873.34	397,945.20	10,389.32	408,334.52	811.40
FHMS K070 A2	3.303%	07/05/24	11/01/27	762	4.890%	500,000.00	475,136.72	8,570.56	483,707.28	1,376.25
FHMS K071 A2	3.286%	03/31/25	11/01/27	762	4.360%	500,000.00	486,914.06	2,012.98	488,927.04	1,369.17
FHMS K072 A2	3.444%	04/11/25	12/01/27	792	4.200%	465,000.00	455,936.13	1,499.38	457,435.51	1,334.55
FNA 2018-M2 A2	3.003%	04/08/25	01/01/28	823	4.070%	498,435.80	484,300.47	2,301.63	486,602.10	1,246.74
FHMS K505 A1	4.612%	07/20/23	02/25/28	878	4.610%	603,174.17	603,161.49	6.06	603,167.55	2,318.20
FHMS K506 A1	4.650%	09/14/23	05/01/28	944	5.010%	635,977.01	626,465.99	3,857.49	630,323.48	2,464.41
FHMS KJ46 A1	4.777%	04/05/24	06/01/28	975	5.000%	470,994.31	467,130.68	1,362.44	468,493.12	1,874.95
FNA 2023-M6 A2	4.190%	07/31/23	07/01/28	1,005	4.580%	615,882.00	605,440.88	4,539.62	609,980.50	2,150.45
FHMS K109 A1	1.036%	04/24/24	10/01/29	1,462	3.410%	638,754.95	563,501.63	0.00	563,501.63	551.46
FHMS K106 A1	1.783%	04/11/24	10/01/29	1,462	3.710%	688,927.78	623,345.08	16,099.02	639,444.10	1,023.63
FHR 4096 PA	1.375%	02/21/20	08/01/27	670	1.490%	38,577.45	38,264.01	234.88	38,498.89	44.20
FNR 2012-107 GA	1.500%	12/03/19	09/01/27	701	1.690%	6,830.22	6,735.77	70.44	6,806.21	8.54

DuPAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
September 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 09/30/25	
FNR 2013-39 MP	1.750%	12/09/19	05/01/28	944	1.860%	55,745.65	55,275.29	322.90	55,598.19	81.30
FHR 5050 XL	1.000%	02/11/22	07/01/36	3,927	1.800%	114,734.98	112,010.03	687.27	112,697.30	95.61
FHR 5050 XL	1.000%	07/16/24	07/01/36	3,927	1.820%	257,568.35	234,829.90	1,923.52	236,753.42	214.64
FHR 5050 XA	1.000%	07/24/24	07/01/39	5,022	1.690%	305,412.34	277,638.91	1,820.06	279,458.97	254.51
FHR 5277 CA	2.500%	04/08/24	12/01/39	5,175	3.140%	306,187.56	281,716.48	2,305.65	284,022.13	637.89
FHR 5042 DA	1.000%	07/24/24	05/01/41	5,692	1.550%	308,608.44	283,630.45	1,452.07	285,082.52	257.17
FNR 2015-33 P	2.500%	02/14/20	06/01/45	7,184	2.400%	42,457.79	43,267.14	(179.26)	43,087.88	88.45
Federal Home Loan Bank Notes	1.145%	08/14/23	12/30/26	456	4.060%	975,000.00	895,118.25	50,385.93	945,504.18	67.71
Federal Home Loan Bank Notes	0.830%	08/19/22	02/10/27	498	3.370%	675,000.00	604,300.50	49,239.50	653,540.00	793.69
Federal Home Loan Bank Notes	1.020%	08/16/22	02/24/27	512	3.240%	710,000.00	644,104.90	45,535.62	689,640.52	744.32
American Express Co	1.650%	06/20/24	11/04/26	400	5.270%	200,000.00	184,068.00	8,358.85	192,426.85	1,347.50
Goldman Sachs Group Inc	3.500%	05/14/24	11/16/26	412	5.430%	240,000.00	229,288.80	5,728.98	235,017.78	3,150.00
American Honda Finance	4.900%	03/14/24	03/12/27	528	4.890%	85,000.00	84,953.25	23.41	84,976.66	219.82
American Honda Finance	4.900%	03/13/24	03/12/27	528	4.920%	90,000.00	90,036.90	(18.39)	90,018.51	232.75
Hormel Foods	4.800%	08/09/24	03/30/27	546	4.400%	230,000.00	231,830.80	(792.37)	231,038.43	30.67
BMW US Capital	4.900%	04/02/24	04/02/27	549	4.940%	200,000.00	199,762.00	114.62	199,876.62	4,872.78
BP Cap Markets America	3.588%	05/17/24	04/14/27	561	4.950%	250,000.00	240,860.00	4,150.79	245,010.79	4,161.08
JP Morgan Chase	1.158%	05/20/24	04/22/27	569	4.150%	380,000.00	353,384.80	12,027.04	365,411.84	2,648.41
Toyota Motor Credit Corp	4.500%	05/15/25	05/14/27	591	4.520%	160,000.00	159,928.00	13.21	159,941.21	2,720.00
Goldman Sachs Group Inc	5.414%	05/21/24	05/21/27	598	5.410%	90,000.00	90,000.00	0.00	90,000.00	1,759.55
National Australia Bank/NY Corp	5.087%	06/11/24	06/11/27	619	5.090%	315,000.00	315,000.00	0.00	315,000.00	4,896.24
John Deere Capital	4.900%	06/11/24	06/11/27	619	4.950%	350,000.00	349,566.00	181.76	349,747.76	5,240.28
National Australia Bank/NY Corp	5.087%	06/11/24	06/11/27	619	5.040%	385,000.00	385,465.85	(194.23)	385,271.62	5,984.29
American Honda Finance	4.900%	07/10/24	07/09/27	647	4.950%	325,000.00	324,580.75	164.39	324,745.14	3,627.36
Blackrock Funding Inc	4.600%	07/26/24	07/26/27	664	4.590%	235,000.00	235,084.60	(32.64)	235,051.96	1,951.81
Accenture Capital	3.900%	10/04/24	10/04/27	734	3.950%	70,000.00	69,909.70	28.71	69,938.41	1,342.25
Toyota Motor Credit Corp	4.500%	10/10/24	10/08/27	738	4.340%	80,000.00	80,031.20	(9.61)	80,021.59	1,672.33
Morgan Stanley Bank	4.447%	10/18/24	10/15/27	745	4.450%	330,000.00	330,000.00	0.00	330,000.00	6,766.85
Morgan Stanley Bank	4.447%	10/18/24	10/15/27	745	4.450%	405,000.00	404,955.45	14.09	404,969.54	8,304.77
Mercedes-Benz Fin	4.900%	11/15/24	11/15/27	776	4.940%	360,000.00	359,604.00	110.08	359,714.08	6,664.00
National Rural Util Corp	4.750%	02/07/25	02/07/28	860	4.650%	95,000.00	94,958.20	8.61	94,966.81	676.88
Eli Lilly & Co	4.550%	06/27/25	02/12/28	865	4.050%	170,000.00	172,080.80	(204.22)	171,876.58	1,052.82
Eli Lilly & Co	4.550%	02/12/25	02/12/28	865	4.570%	220,000.00	219,859.20	28.69	219,887.89	1,362.47
Hershey Co	4.550%	02/24/25	02/24/28	877	4.570%	100,000.00	99,931.00	13.31	99,944.31	467.64
Cisco Systems Inc	4.550%	02/24/25	02/24/28	877	4.560%	195,000.00	194,935.65	12.67	194,948.32	911.90
Chevron USA	4.475%	02/26/25	02/26/28	879	4.480%	430,000.00	430,000.00	0.00	430,000.00	1,870.80
State Street Corp	4.530%	02/28/25	02/28/28	881	4.540%	615,000.00	615,000.00	0.00	615,000.00	2,557.17
Mars Inc	4.600%	03/12/25	03/01/28	883	4.600%	90,000.00	89,999.10	0.29	89,999.39	345.00
Mars Inc	4.600%	03/12/25	03/01/28	883	4.530%	150,000.00	150,295.50	(53.62)	150,241.88	575.00
Johnson & Johnson	4.550%	03/04/25	03/01/28	883	4.270%	250,000.00	251,907.50	(358.54)	251,548.96	947.92
Paccar Financial	4.550%	03/03/25	03/03/28	885	4.570%	370,000.00	369,774.30	41.94	369,816.24	1,309.39
Commonwealth Bk	4.423%	03/14/25	03/14/28	896	4.420%	285,000.00	285,000.00	0.00	285,000.00	595.26
BMW US Capital	4.750%	03/21/25	03/21/28	903	4.770%	295,000.00	294,852.50	25.05	294,877.55	389.24
Kenvue Inc	5.050%	06/30/25	03/22/28	904	4.120%	265,000.00	271,256.65	(567.12)	270,689.53	334.56
Citigroup Inc	4.643%	05/07/25	05/07/28	950	4.640%	370,000.00	370,000.00	0.00	370,000.00	6,871.64
Cummins Inc	4.250%	05/09/25	05/09/28	952	4.280%	25,000.00	24,982.50	2.19	24,984.69	419.10
Astrazeneca Finance LLC	1.750%	05/07/25	05/28/28	971	4.260%	400,000.00	371,544.00	3,522.80	375,066.80	2,391.67
National Secs Clearing	5.000%	04/23/25	05/30/28	973	4.310%	250,000.00	254,195.00	(576.34)	253,618.66	4,201.39
National Secs Clearing	5.000%	05/23/25	05/30/28	973	4.330%	480,000.00	487,545.60	(864.24)	486,681.36	8,066.67
HSBC USA	4.650%	06/03/25	06/03/28	977	4.650%	375,000.00	375,030.00	(2.98)	375,027.02	5,715.63
Target Corp	4.350%	06/10/25	06/15/28	989	4.350%	65,000.00	64,999.35	0.16	64,999.51	871.81
Analog Devices Inc	4.500%	06/16/25	06/15/30	1,719	4.520%	275,000.00	274,703.00	27.97	274,730.97	3,408.85
Home Depot	3.750%	09/15/25	09/15/28	1,081	3.770%	95,000.00	94,938.25	0.92	94,939.17	158.33
American Express Co	4.731%	04/25/25	04/25/29	1,303	4.730%	210,000.00	210,000.00	0.00	210,000.00	4,305.21
Bank of America Corp	4.623%	05/09/25	05/09/29	1,317	4.620%	370,000.00	370,000.00	0.00	370,000.00	6,747.01
Weighted Avg Maturity			845		4.115%	\$ 51,161,873.64	\$ 50,077,210.76	\$ 437,926.88	\$ 50,515,137.64	\$ 364,014.65
TOTAL ALL FUNDS					3.902%	\$ 148,389,798.26	\$ 145,888,632.87	\$ 956,813.05	\$ 146,845,445.92	\$ 955,143.51
September 30, 2025									\$ 146,845,445.92	
Less: Net Unsettled Trades					4.02%					
90 DAY US TREASURY YIELD					4.08%					
3 month US Treasury Bill Index					3.66%					
0-3 Year US Treasury Index					3.65%					
1-3 Year US Treasury Index					3.66%					
1-5 Year US Treasury Index					3.73%					

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

	<u>Operating</u>	<u>Waterlink</u>
<u>CASH FLOWS FROM OPERATING ACTIVITIES</u>		
Cash received from customers	\$ 66,880,292	\$ -
Cash payments to suppliers	(65,493,005)	-
Cash payments to employees	<u>(1,934,822)</u>	<u>-</u>
Net cash from operating activities	(547,535)	-
<u>CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES</u>		
Cash received from sales taxes	70,940	-
Cash received/paid from long term loans	230,025	-
Cash payments for net pension activity	<u>0</u>	<u>-</u>
Net cash from noncapital financing activities	300,965	-
<u>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES</u>		
Interest paid	0	-
Principal paid	0	-
Escrow activity	20,657	7,061,657
Construction and purchase of capital assets	<u>(632,254)</u>	<u>-</u>
Net cash from capital and related financing activities	(611,597)	7,061,657
<u>CASH FLOWS FROM INVESTING ACTIVITIES</u>		
Investment income	<u>2,301,727</u>	<u>474,362</u>
Net cash from investing activities	2,301,727	474,362
Net Increase (Decrease) in cash and investments	1,443,560	7,536,019
CASH AND INVESTMENTS, MAY 1, 2025	<u>149,768,536</u>	<u>35,673,160</u>
CASH AND INVESTMENTS, SEPTEMBER 30, 2025	<u>\$ 151,212,096</u>	<u>\$ 43,209,179</u>

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

	8/31/2025		
	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	\$ 53,606,270	\$ 1,026,187
<i># of days per current fiscal year management budget</i>	120	122	
B. Capital Reserve (3)	\$ 23,950,000	\$ 49,580,563	\$ 25,630,563
C. Long Term Water Capital Reserve	\$ 28,825,000	\$ 29,076,106	\$ 251,106
D. O+M Account (1)	\$ 14,344,179	\$ 11,068,737	\$ (3,275,442)
E. Current Construction Obligation	\$ 934,575	\$ 934,575	\$ -
F. General Fund	\$ -	\$ 4,792,579	\$ 4,792,579
DWC FUNDS AND ADJUSTED TARGETS	\$ 120,633,837	\$ 149,058,829	\$ 28,424,991
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	\$ 186,633,837	\$ 149,058,829	\$ (37,575,009)
I. Customer Construction Escrows (2)	\$ 45,362,446	\$ 45,362,446	\$ -
TOTAL SUMMARY CASH + RESERVE ANALYSIS	\$ 231,996,284	\$ 194,421,275	\$ (37,575,009)

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

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

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

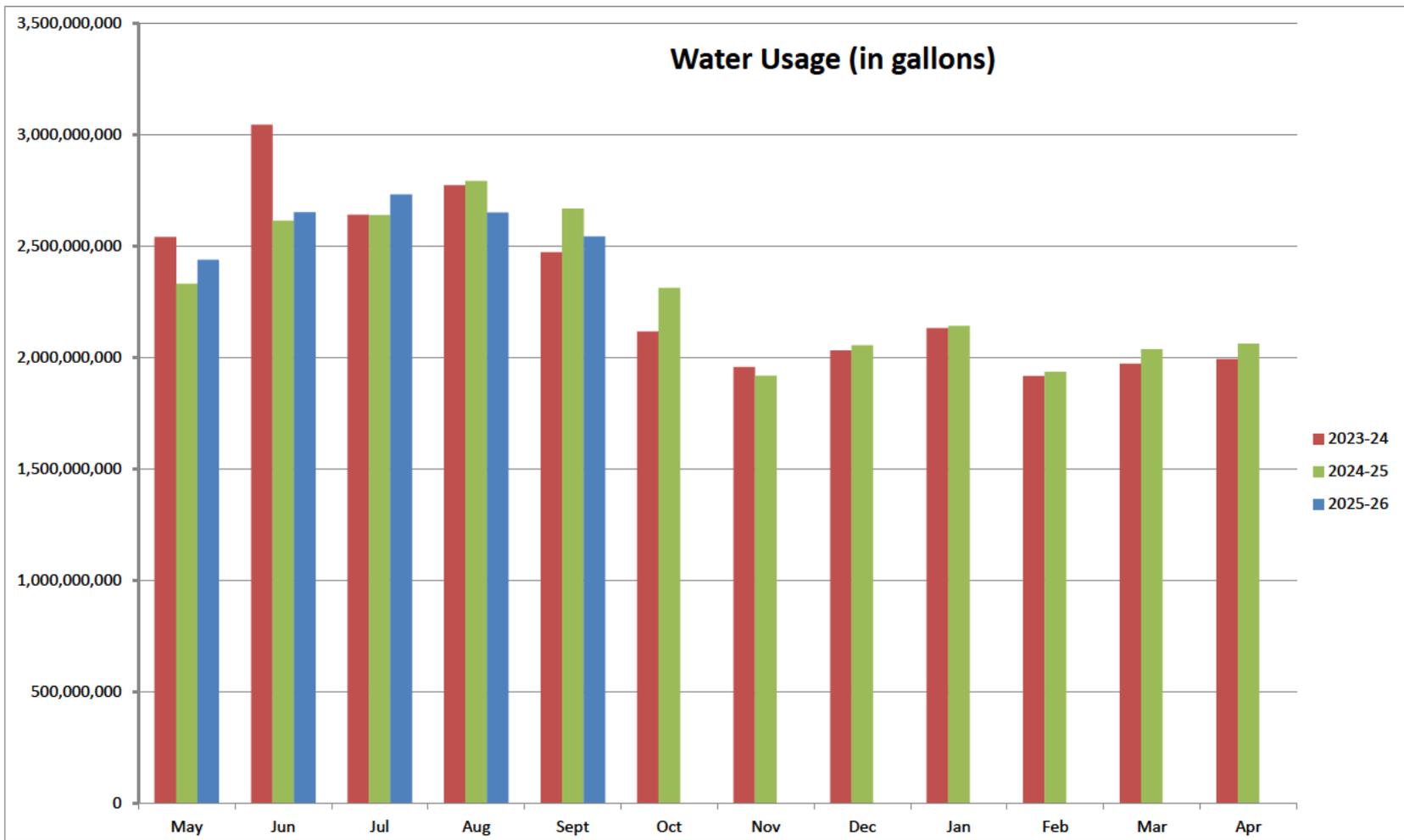


MEMORANDUM

To: Paul May, General Manager
From: Cheryl Peterson, Financial Administrator
Date: 10/7/2025
Subject: Financial Report – September 30, 2025

- Water sales to Commission customers for September 2025 were 133.4 million gallons (5.1%) below September 2024 and decreased by 111.3 million gallons compared to August 2025.
- Water sales to Commission customers for September were 193.2 million gallons (8.5%) higher than the budgeted anticipated/forecasted sales for the month. Year-to-date water sales were 596.2 million gallons (4.9%) above the budgeted anticipated/forecasted sales.
- For the month of September, water billings to customers for O&M costs were \$14.4 million and water purchases from the City of Chicago were \$12.4 million. Water billing receivables at the September month end (\$21.0 million) were higher compared to the prior month (\$20.7 million). The increase was primarily due to timing of monthly collections.
- For the five months ended September 31, 2025, \$76.1 million of the \$148.9 million revenue budget has been realized. Therefore, 51% of the revenue budget has been accounted for year to date. For the same period, \$73.8 million of the \$158.6 million expenditure budget has been realized, and this accounts for 46% 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 and Long-Term Water Capital have reached respective 2025/2026 fiscal year end minimum targeted levels. Excluding budgeted capital related to the Waterlink expansion and alternative water source, the Capital Reserve account has met its targeted level.
- The O&M and General Account have balances of \$13.2 million and \$4.8 million, respectively.

cc: Chairman and Commissioners



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

Revenue Bond Ordinance Accounts and Commission Policy Reserves	Account / Reserve		Year-End Specific	Status
	Assets Balance	Offsetting Liabilities	Account Target	
Operations and Maintenance Account (1)	\$ 13,222,003.94	\$ 16,497,446.19		Negative Net Assets
General Account	\$ 4,792,578.55	\$ -		Positive Net Assets
Operating Reserve	\$ 53,606,269.62		\$ 52,580,083.00	Target Met
Capital Reserve	\$ 50,515,137.64		\$ 90,884,574.86	Not Fully Funded
L-T Water Capital Reserve	\$ 29,076,105.78		\$ 28,825,000.00	Target Met
Waterlink Escrow	\$ 43,209,179.47	\$ 43,209,179.47		Positive Net Assets
	\$ 194,421,275.00	\$ 59,706,625.66	\$ 172,289,657.86	\$ (37,575,008.52)

Total Net Assets - All Commission Accounts

Restricted	\$ -
Unrestricted	\$ 165,773,151.64
Invested in Capital Assets, net	\$ 396,422,076.92
Total	<u>\$ 562,195,228.56</u>

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



	Current Year Balance	Prior Year Balance	Variance Favorable / (Unfavorable)
Fund: 01 - WATER FUND			
Assets			
Level1: 10 - CURRENT ASSETS			
110 - CASH	22,086,894.49	10,297,926.15	11,788,968.34
120 - INVESTMENTS	172,334,380.51	141,539,799.08	30,794,581.43
131 - WATER SALES	20,965,425.00	19,967,882.70	997,542.30
132 - INTEREST RECEIVABLE	955,143.51	754,079.55	201,063.96
134 - OTHER RECEIVABLE	64,901.64	-5,297,648.01	5,362,549.65
135 - LOAN RECEIVABLE - CURRENT	120,953.95	116,693.97	4,259.98
150 - INVENTORY	310,110.00	187,254.00	122,856.00
155 - PREPAIDS	331,920.06	334,108.07	-2,188.01
Total Level1 10 - CURRENT ASSETS:	217,169,729.16	167,900,095.51	49,269,633.65
Level1: 17 - NONCURRENT ASSETS			
170 - FIXED ASSETS	625,742,300.54	618,901,919.19	6,840,381.35
175 - LESS: ACCUMULATED DEPRECIATION	-243,508,945.65	-233,832,828.32	-9,676,117.33
180 - CONSTRUCTION IN PROGRESS	14,188,722.03	17,411,580.89	-3,222,858.86
190 - LONG-TERM ASSETS	10,016,373.00	10,978,364.02	-961,991.02
Total Level1 17 - NONCURRENT ASSETS:	406,438,449.92	413,459,035.78	-7,020,585.86
Total Assets:	623,608,179.08	581,359,131.29	42,249,047.79
Liability			
Level1: 21 - CURRENT LIABILITIES			
210 - ACCOUNTS PAYABLE	13,448,172.00	13,166,520.99	-281,651.01
211 - OTHER CURRENT LIABILITIES	920,055.78	849,579.57	-70,476.21
225 - ACCRUED PAYROLL LIABILITIES	136,516.30	107,099.95	-29,416.35
226 - ACCRUED VACATION	490,602.08	332,531.00	-158,071.08
250 - CONTRACT RETENTION	934,574.86	1,162,678.27	228,103.41
251 - CUSTOMER DEPOSITS	44,711,279.50	8,269,031.62	-36,442,247.88
Total Level1 21 - CURRENT LIABILITIES:	60,641,200.52	23,887,441.40	-36,753,759.12
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:	61,412,950.52	24,735,615.40	-36,677,335.12
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	76,089,695.49	72,375,843.77	3,713,851.72
Total Expense	73,755,968.89	70,833,034.70	-2,922,934.19
Revenues Over/(Under) Expenses	2,333,726.60	1,542,809.07	790,917.53
Total Equity and Current Surplus (Deficit):	562,195,228.56	556,623,515.89	5,571,712.67
Total Liabilities, Equity and Current Surplus (Deficit):	623,608,179.08	581,359,131.29	42,249,047.79



Monthly & YTD Budget Report

...		September 2025-2026 Budget	September 2025-2026 Activity	2025-2026 Seasonal YTD...	2025-2026 YTD Activity	Seasonal Percent Used	2025-2026 Total Budget	Total Percent Used
01 - WATER FUND								
Revenue								
510 - WATER SERVICE								
							% of Year Completed: 42%	
01-511100	O&M PAYMENTS- GOVERNMENTAL	-12,939,839.52	-14,044,879.80	-68,516,807.71	-71,951,699.32	105%	-142,981,652.20	50%
01-511200	O&M PAYMENTS- PRIVATE	-291,080.14	-302,081.40	-1,541,277.38	-1,561,638.40	101%	-3,216,355.20	49%
01-514100	EMERGENCY WATER SERVICE- GOV	-1,231.00	-3,375.60	-6,155.00	-3,375.60	55%	-24,620.00	14%
510 - WATER SERVICE Totals:		-13,232,150.66	-14,350,336.80	-70,064,240.09	-73,516,713.32	105%	-146,222,627.40	50%
520 - TAXES								
							% of Year Completed: 42%	
01-530010	SALES TAXES - WATER REVENUE	0.00	-8,418.23	0.00	-70,940.37	0%	0.00	0%
520 - TAXES Totals:		0.00	-8,418.23	0.00	-70,940.37	0%	0.00	0%
540 - OTHER INCOME								
							% of Year Completed: 42%	
01-581000	INVESTMENT INCOME	-208,250.00	-553,598.41	-1,041,250.00	-2,428,533.31	233%	-2,500,000.00	97%
01-582000	INTEREST INCOME	-14,766.91	0.00	-73,834.55	-44,854.43	61%	-177,273.88	25%
01-590000	OTHER INCOME	0.00	-175.00	0.00	-28,654.06	0%	0.00	0%
540 - OTHER INCOME Totals:		-223,016.91	-553,773.41	-1,115,084.55	-2,502,041.80	224%	-2,677,273.88	93%
Revenue Totals:		-13,455,167.57	-14,912,528.44	-71,179,324.64	-76,089,695.49	107%	-148,899,901.28	51%

Monthly & YTD Budget Report

For Fiscal: 2025-2026 Period Ending: 9/30/2025

...	...	September 2025-2026 Budget	September 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: 42%
01-60-611100	ADMIN SALARIES	158,761.64	162,447.58	815,531.34	803,412.72	99%	2,030,200.00	40%
01-60-611200	OPERATIONS SALARIES	196,416.00	190,569.84	1,015,808.00	959,848.68	94%	2,480,000.00	39%
01-60-611300	SUMMER INTERNS	0.00	0.00	34,560.00	0.00	0%	36,000.00	0%
01-60-611600	ADMIN OVERTIME	616.67	44.43	3,083.31	653.84	21%	7,400.00	9%
01-60-611700	OPERATIONS OVERTIME	31,505.92	36,184.10	159,275.52	138,774.28	87%	396,800.00	35%
01-60-612100	PENSION	24,346.25	13,278.38	121,731.25	67,208.56	55%	292,272.00	23%
01-60-612200	MEDICAL/LIFE BENEFITS	77,564.60	71,180.12	390,104.32	345,271.58	89%	1,140,656.00	30%
01-60-612300	FEDERAL PAYROLL TAXES	29,993.48	27,061.66	154,739.08	135,681.14	88%	378,705.60	36%
01-60-612800	STATE UNEMPLOYMENT	1,166.66	0.00	5,833.30	0.00	0%	14,000.00	0%
01-60-613100	TRAVEL	950.00	162.00	4,750.00	2,065.07	43%	11,400.00	18%
01-60-613200	TRAINING	6,345.83	2,784.00	31,729.15	8,004.25	25%	76,150.00	11%
01-60-613301	CONFERENCES	5,108.33	833.10	25,541.65	1,828.10	7%	61,300.00	3%
01-60-613302	TUITION REIMBURSEMENT	1,250.00	0.00	6,250.00	0.00	0%	15,000.00	0%
01-60-619100	OTHER PERSONNEL COSTS	1,933.33	0.00	9,666.65	498.00	5%	23,200.00	2%
610 - PERSONNEL SERVICES Totals:		535,958.71	504,545.21	2,778,603.57	2,463,246.22	89%	6,963,083.60	35%
620 - CONTRACT SERVICES								
								% of Year Completed: 42%
01-60-621000	WATER CONSERVATION/PROMOTIO	1,083.33	0.00	5,416.65	0.00	0%	13,000.00	0%
01-60-623300	TRUST SERVICES & BANK CHARGE	15,493.80	11,127.45	77,469.00	56,440.84	73%	186,000.00	30%
01-60-625100	LEGAL SERVICES- GENERAL	6,666.66	6,330.99	33,333.30	41,558.24	125%	80,000.00	52%
01-60-625300	LEGAL SERVICES- SPECIAL	6,666.66	1,224.00	33,333.30	12,931.65	39%	80,000.00	16%
01-60-625800	LEGAL NOTICES	1,416.66	0.00	7,083.30	253.00	4%	17,000.00	1%
01-60-626000	AUDIT SERVICES	0.00	0.00	35,000.00	33,000.00	94%	35,000.00	94%
01-60-628000	CONSULTING SERVICES	46,239.83	35,153.30	231,199.15	215,328.33	93%	555,100.00	39%
01-60-629000	CONTRACTUAL SERVICES	77,515.00	60,697.53	387,575.00	334,921.79	86%	930,180.00	36%
620 - CONTRACT SERVICES Totals:		155,081.94	114,533.27	810,409.70	694,433.85	86%	1,896,280.00	37%
640 - INSURANCE								
								% of Year Completed: 42%
01-60-641100	GENERAL LIABILITY INSURANCE	14,083.33	8,724.58	70,416.65	43,622.90	62%	169,000.00	26%
01-60-641200	PUBLIC OFFICIAL LIABILITY	2,025.00	1,588.17	10,125.00	7,940.85	78%	24,300.00	33%
01-60-641500	WORKER'S COMPENSATION	13,750.00	12,173.00	68,750.00	63,951.00	93%	165,000.00	39%
01-60-641600	EXCESS LIABILITY COVERAGE	8,333.33	6,530.50	41,666.65	32,652.50	78%	100,000.00	33%
01-60-642100	PROPERTY INSURANCE	47,500.00	41,114.00	237,500.00	205,570.04	87%	570,000.00	36%
01-60-642200	AUTOMOBILE INSURANCE	3,750.00	2,906.42	18,750.00	14,532.10	78%	45,000.00	32%
01-60-649100	SELF INSURANCE PROPERTY	8,333.33	0.00	41,666.65	0.00	0%	100,000.00	0%
640 - INSURANCE Totals:		97,774.99	73,036.67	488,874.95	368,269.39	75%	1,173,300.00	31%

...	...	September 2025-2026 Budget	September 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: 42%
01-60-651200	GENERATOR DIESEL FUEL	9,375.00	0.00	46,875.00	35,856.74	76%	112,500.00	32%
01-60-651300	NATURAL GAS	2,748.90	277.75	13,744.50	2,148.63	16%	33,000.00	7%
01-60-651401	TELEPHONE	6,321.66	4,163.46	31,608.30	23,295.22	74%	75,860.00	31%
01-60-651403	RADIOS	2,207.45	0.00	11,037.25	18,816.00	170%	26,500.00	71%
01-60-651404	REPAIRS & EQUIPMENT	383.33	0.00	1,916.65	461.75	24%	4,600.00	10%
01-60-652100	OFFICE SUPPLIES	2,541.66	731.00	12,708.30	5,663.04	45%	30,500.00	19%
01-60-652200	BOOKS & PUBLICATIONS	837.50	323.15	4,187.50	5,889.92	141%	10,050.00	59%
01-60-653100	PRINTING- GENERAL	808.33	5.00	4,041.65	1,139.86	28%	9,700.00	12%
01-60-653200	POSTAGE & DELIVERY	533.33	0.00	2,666.65	1,321.17	50%	6,400.00	21%
01-60-654000	PROFESSIONAL DUES	1,868.75	1,352.43	9,343.75	15,385.43	165%	22,425.00	69%
01-60-655000	REPAIRS & MAINT- OFFICE EQUI	734.70	305.82	3,673.50	2,804.46	76%	8,820.00	32%
01-60-656000	REPAIRS & MAINT- BLDGS & GRN	22,000.00	32,887.81	110,000.00	98,984.15	90%	264,000.00	37%
01-60-659000	COMPUTER SOFTWARE/LICENSING	16,905.73	2,559.20	84,528.65	24,012.06	28%	202,950.00	12%
01-60-659100	OTHER ADMINISTRATIVE EXPENSE	1,666.00	332.45	8,330.00	5,960.60	72%	20,000.00	30%
650 - OPERATIONAL SUPPORT SRVS Totals:		68,932.34	42,938.07	344,661.70	241,739.03	70%	827,305.00	29%
660 - WATER OPERATION								
								% of Year Completed: 42%
01-60-661101	WATER BILLING	11,476,517.54	12,410,114.10	60,768,477.41	63,057,087.54	104%	126,812,348.56	50%
01-60-661102	ELECTRICITY	199,100.00	172,298.22	1,054,240.00	767,485.82	73%	2,200,000.00	35%
01-60-661103	OPERATIONS & MAINTENANCE	65,000.00	50,000.00	325,000.00	242,826.35	75%	780,000.00	31%
01-60-661104	MAJOR MAINTENANCE	37,500.00	0.00	187,500.00	23,355.88	12%	450,000.00	5%
01-60-661201	PUMP STATION	248,875.00	199,534.37	1,317,800.00	991,068.21	75%	2,750,000.00	36%
01-60-661202	METER STATION, ROV, TANK SITE	18,060.00	6,543.08	95,840.00	22,903.36	24%	200,000.00	11%
01-60-661300	WATER CHEMICALS	4,825.00	0.00	24,125.00	3,433.42	14%	57,900.00	6%
01-60-661400	WATER QUALITY TESTING	9,916.66	2,726.66	49,583.30	34,211.01	69%	119,000.00	29%
01-60-662100	PUMPING SERVICES	67,441.66	8,776.38	337,208.30	179,329.90	53%	809,300.00	22%
01-60-662200	INSTRUMENTATION	5,810.17	1,493.38	29,050.85	4,292.89	15%	69,750.00	6%
01-60-662300	METER TESTING & REPAIRS	4,583.33	0.00	22,916.65	3,210.22	14%	55,000.00	6%
01-60-662400	SCADA	1,491.07	245.02	7,455.35	720.62	10%	17,900.00	4%
01-60-662500	EQUIPMENT RENTAL	1,332.80	0.00	6,664.00	0.00	0%	16,000.00	0%
01-60-662600	UNIFORMS	2,165.80	259.24	10,829.00	3,668.63	34%	26,000.00	14%
01-60-662700	SAFETY	15,008.33	13,449.55	75,041.65	27,076.08	36%	180,100.00	15%
01-60-663100	PIPELINE REPAIRS	112,500.00	82,093.32	562,500.00	255,718.42	45%	1,350,000.00	19%
01-60-663200	CORROSION TESTING & MITIGATION	25,000.00	0.00	125,000.00	108,637.10	87%	300,000.00	36%
01-60-663300	REMOTE FACILITIES MAINTENANCE	23,157.40	40,168.75	115,787.00	93,604.66	81%	278,000.00	34%
01-60-663400	PLAN REVIEW- PIPELINE CONFLI	7,746.90	0.00	38,734.50	8,537.76	22%	93,000.00	9%
01-60-663700	PIPELINE SUPPLIES	10,000.00	31,005.97	50,000.00	62,045.87	124%	120,000.00	52%
01-60-664000	MACHINERY & EQUIP- NON CAP	3,431.96	0.00	17,159.80	2,168.00	13%	41,200.00	5%

Monthly & YTD Budget Report

For Fiscal: 2025-2026 Period Ending: 9/30/2025

...	...	September 2025-2026 Budget	September 2025-2026 Activity	2025-2026 Seasonal YTD...	2025-2026 YTD Activity	Seasonal Percent Used	2025-2026 Total Budget	Total Percent Used
01-60-664100	REPAIRS & MAINT- VEHICLES	3,651.66	2,849.53	18,258.30	11,473.36	63%	43,820.00	26%
01-60-664200	FUEL- VEHICLES	3,750.00	3,776.55	18,750.00	15,435.45	82%	45,000.00	34%
01-60-664300	LICENSES- VEHICLES	275.00	0.00	1,375.00	0.00	0%	3,300.00	0%
660 - WATER OPERATION Totals:		12,347,140.28	13,025,334.12	65,259,296.11	65,918,290.55	101%	136,817,618.56	48%

680 - LAND & LAND RIGHTS

% of Year Completed: 42%

01-60-681000	LEASES	83.33	0.00	416.65	0.00	0%	1,000.00	0%
01-60-682000	PERMITS & FEES	708.33	465.76	3,541.65	3,626.37	102%	8,500.00	43%
680 - LAND & LAND RIGHTS Totals:		791.66	465.76	3,958.30	3,626.37	92%	9,500.00	38%

685 - CAPITAL EQUIP / DEPREC

% of Year Completed: 42%

01-60-685100	COMPUTERS	6,164.20	1,308.00	30,821.00	9,036.71	29%	74,000.00	12%
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	12,146.00	70,000.00	12,146.00	17%	70,000.00	17%
01-60-685800	CAPITALIZED EQUIP	0.00	-12,146.00	-90,000.00	-12,146.00	13%	-90,000.00	13%
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	2,125,000.00	2,016,139.42	95%	5,100,000.00	40%
01-60-693000	DEPRECIATION- BUILDINGS	291,550.00	263,883.73	1,457,750.00	1,319,862.91	91%	3,500,000.00	38%
01-60-694000	DEPRECIATION-PUMPING EQUIPMEI	158,270.00	126,436.05	791,350.00	632,180.19	80%	1,900,000.00	33%
01-60-695200	DEPRECIATION- OFFICE FURN &	14,994.00	4,703.85	74,970.00	23,519.19	31%	180,000.00	13%
01-60-696000	DEPRECIATION- VEHICLES	16,326.80	13,125.02	81,634.00	65,625.06	80%	196,000.00	33%
685 - CAPITAL EQUIP / DEPREC Totals:		912,305.00	812,684.53	4,561,525.00	4,066,363.48	89%	10,950,000.00	37%

710 - CONSTRUCTION IN PROGRESS

% of Year Completed: 42%

01-60-722200	DPPS BUILDINGS REHAB & MAINT	0.00	0.00	300,000.00	55,817.20	19%	300,000.00	19%
01-60-722202	DPPS VALVE REPLACEMENT	0.00	13,885.09	600,000.00	38,158.30	6%	600,000.00	6%
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	487.51	500,000.00	487.51	0%	500,000.00	0%
01-60-771100	METER REPLACEMENT	0.00	0.00	150,000.00	23,715.00	16%	150,000.00	16%
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	51,124.72	4,450,000.00	242,352.10	5%	4,450,000.00	5%
01-60-772500	ALTERNATIVE WATER SOURCE	0.00	51,083.27	5,000,000.00	259,578.14	5%	5,000,000.00	5%
01-60-798000	CAPITALIZED FIXED ASSETS	0.00	-116,580.59	-32,170,000.00	-620,108.25	2%	-32,170,000.00	2%
710 - CONSTRUCTION IN PROGRESS Totals:		0.00	0.00	0.00	0.00	0%	0.00	0%

Monthly & YTD Budget Report

For Fiscal: 2025-2026 Period Ending: 9/30/2025

...	...	September 2025-2026 Budget	September 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: 42%	
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	651,166.92	199,500,000.00	1,926,162.71	1%	199,500,000.00	1%
01-80-899000	CONTRIBUTED/CAPITALIZED FIXED A	0.00	-651,166.92	-204,750,000.00	-1,926,630.71	1%	-204,750,000.00	1%
850 - ESCROW FUNDED CONSTRUCTION Totals:		0.00	0.00	0.00	0.00	0%	0.00	0%
Expense Totals:		14,117,984.92	14,573,537.63	74,247,329.33	73,755,968.89	99%	158,637,087.16	46%
01 - WATER FUND Totals:		662,817.35	-338,990.81	3,068,004.69	-2,333,726.60	-76%	9,737,185.88	-24%



Resolution #: R-79-25

Account: 01-60-626000

Approvals: *Author / Manager / Finance / Admin*

CAP - CAP PDM

REQUEST FOR BOARD ACTION

ate: 10/1/2025

Description: To approve the renewal of the agreement with Sikich LLC for audit services at the DuPage Water Commission

Agenda Section: Finance Committee

Originating Department: Finance

This request would authorize the General Manager to approve the renewal of the additional 1-year option agreement with Sikich LLC for audit services for a not to exceed amount of \$34,000 per year; a \$1,000 increase over the previous year.

The Commission has been satisfied with the performance of Sikich and would recommend extending the contract.

Recommended Motion:

Authorization for the General Manager to approve the renewal of the additional 1-year option agreement with Sikich LLC for audit services at the DuPage Water Commission

DUPAGE WATER COMMISSION

RESOLUTION NO. R-79-25

A RESOLUTION APPROVING THE RENEWAL OF THE AGREEMENT WITH SIKICH LLC FOR ONE YEAR FOR
AUDIT SERVICES

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

WHEREAS, the Commission desires to retain audit services through Sikich LLC, to provide services as needed and

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

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: An extension of the contract between the DuPage Water Commission and Sikich LLC for audit services for a duration of one year, with such modifications as may be required or approved by the General Manager of the Commission, shall be and it hereby is approved. The General Manager shall be and hereby is authorized and directed to execute the extension of the current contract with such modifications as may be required or approved by the General Manager; provided, however, that the contract shall not be so executed on behalf of the Commission unless and until the General Manager shall have been presented with copies of the contract by Sikich LLC.

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-79-25.docx



Resolution #: R-80-25

Account: 01-60-641100 01-60-641600
01-60-642100 01-60-642200

Approvals: *Author / Manager / Finance / Admin*

CAP - CAP PDM

REQUEST FOR BOARD ACTION

Date: 10/7/2025
Description: **Property and Liability Insurance**
Agenda Section: Finance Committee
Originating Department: Finance

Purchase Property and Liability Insurance total premium not to exceed \$740,000 based upon discussions with AJ Gallagher Risk Management Services, Inc. The recommended amount is less than a 1% increase compared to the prior year due to the following:

1. Property Insurance – A 3.03% decrease to the overall premium is due to the decline in rate this year from .07636 compared to last year's at .07913. For single carrier accounts, AIG is seeing low/flat rate changes year over year and has provided a 3.5% rate reduction this year. The cost to insure Lexington is approximately \$152,000, 34% of the current renewal cost.
2. General, Auto, and Umbrella Liability coverage – General Liability increased 10% due in part to higher budget and payrolls. Auto coverage increased approximately 13% due to increase in number of vehicles and particularly specialized vehicles.
3. Excess Liability – In order to remain with the current limit of \$12 million, this coverage needs to be shared by two insurance carriers. The increase in this coverage averaged 7%.
4. Cyber Insurance – Increased competition in this market has driven prices down.

Recommended Motion:

To purchase property and liability insurance as outlined in a letter of recommendation received from AJ Gallagher Risk Management Services, Inc. in an amount not-to-exceed \$740,000.

DUPAGE WATER COMMISSION

RESOLUTION NO. R-80-25

A RESOLUTION APPROVING PROPERTY AND LIABILITY INSURANCE COVERAGE
FOR PLAN YEAR BEGINNING NOVEMBER 1, 2025 AND ENDING OCTOBER 31, 2026

WHEREAS, the Commission's Property and Liability renewal and deductible dates terminate at the end of the October 2025; and

WHEREAS the Commission annually determines employee insurance benefits to be provided commencing January 1 of each year; and

WHEREAS, in consultation with AJ Gallagher Risk Management Services, Inc., Commission staff recommend approval of the property and liability coverages for the year beginning November 1, 2025 and ending October 31, 2026 summarized in Exhibit 1 attached hereto and by this reference incorporated herein.

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 property and insurance liability premiums and brokerage fees to be paid by the Commission, all as summarized in Exhibit 1 attached hereto, shall be and they hereby are approved for the fiscal year November 1, 2025 to October 31, 2026. The General Manager shall be and hereby is authorized and directed to bind the proposed coverages and pay the associated premium costs and brokerage fees to as summarized in Exhibit 1 attached hereto without further act of the Board of Commissioners.

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-80-25.docx

EXHIBIT 1

October 6, 2025

Ms. Cheryl Peterson DuPage
Water Commission 600 East
Butterfield Road Elmhurst
IL 60126

Re: November 2025-26 Renewals

Dear Cheryl,

The purpose of this letter is to provide the results of the renewal negotiations for the insurance coverage that renews in November for the 2025-2026 term. The cost comparison is provided on the attached spreadsheet.

- We recommend the general liability, lead excess liability (\$10M), auto, public officials and management liability coverage remain with Allied Public Risk/Munich Re Company.
- We recommend the excess liability (\$6M part of \$12M XS \$10M) be renewed with Markel/Evanston.
- We recommend the excess liability (\$6M part of \$12M XS \$10M) be renewed with Great American.
- We recommend the property coverage remain with American Home Insurance/AIG.
- We recommend the underground storage tank be renewed with Ironshore/Liberty Mutual.
- We recommend the cyber coverage be renewed with AmTrust.
- We recommend the crime coverage remain with Hanover.

Please contact us if you have any questions.

Thank you.



Rich Stokluska
Area Senior Executive Vice President

DuPage Water Commission

2025 Renewal Cost Comparison

Coverage	2024	2025	% Change
General/Auto Liability /Public Official	\$87,929	\$97,777	11.2%
Crime	\$977	\$977	0%
Lead Excess Liability	\$27,481	\$29,231	6.37%
Excess Liability	\$50,885	\$55,017	8.1%
Property	\$462,983	\$448,933	-3.03%
Underground Storage Tank	\$4,545.51	\$4,762.98	4.8%
Pollution*	\$38,211	\$38,211	0.0%
Cyber	\$33,428	\$31,840	-4.8%
Brokerage Fee	\$30,385	\$30,385	0%
Total Cost:	\$736,825	\$737,134	0.0%

Insurers	2024	2025	Comments
General Liability	Allied Public Risk/Munich Re	Allied Public Risk/Munich Re	
Automobile	Allied Public Risk/Munich Re	Allied Public Risk/Munich Re	
Crime	Hanover	Hanover	
Lead Excess Liability	Allied Public Risk/Munich Re	Allied Public Risk/Munich Re	
Excess Liability	Markel/Great American	Markel / Great American	Quota Share - \$6M each carrier
Property	American Home	American Home	
Underground Storage Tank	Ironshore	Ironshore	
Pollution*	Ironshore	Ironshore	
Cyber	AmTrust	AmTrust	

Limits	2024	2025	Comments
General Liability / Public Officials	\$1 Mil / \$3 Mil	\$1 Mil / \$3 Mil	
Automobile	\$1,000,000	\$1,000,000	
Crime	\$250,000	\$250,000	
Lead Excess Liability	\$10,000,000	\$10,000,000	
Excess Liability	\$12,000,000 (Quota Share)	\$12,000,000 (Quota Share)	
Property	\$250,000,000	\$250,000,000	
Underground Storage Tank	\$1 Mil / \$3 Mil	\$1 Mil / \$3 Mil	
Pollution*	\$10 Mil each/agg	\$10 Mil each/agg	
Cyber	\$3 Mil	\$3 Mil	

Deductibles	2024	2025	Comments
General Liability	\$5,000	\$5,000	
Automobile	\$1,000 Phys Dam	\$1,000 Phys Dam	
Crime	\$25,000	\$25,000	
Property	\$150,000 \$500,000 Windstorm/Hail Deductible	\$150,000 \$500,000 Windstorm/Hail Deductible	
Underground Storage Tank	\$5,000	\$5,000	
Pollution*	\$25,000	\$25,000	
Cyber	\$50,000	\$50,000	

Pollution* 3 Year Term - 2024-2027



Resolution #: R-83-25

Account: 01-60-641500

Approvals: *Author / Manager / Finance / Admin*

CAP - CAP PDM

REQUEST FOR BOARD ACTION

Date: 10/6/2025

Description: **Workers' Compensation and Employer's Liability Insurance**

Agenda Section: Finance Committee

Originating Department: Finance

To purchase workers' compensation and employer's liability insurance with Illinois Public Risk Fund in the proposal received from AJ Gallagher Risk Management Services, Inc. The renewal premium is increasing 0.71% over last year. The premium includes a 4.16% increase in payroll over last year offset by a deduction in the experience claim ratio from 1.54 to 1.48.

Recommended Motion:

Purchase Workers' Compensation and Employer's Liability Insurance (total premium of approximately \$148,000 as proposed by Illinois Public Risk Fund and outlined by AJ Gallagher Risk Management Services, Inc.)

DUPAGE WATER COMMISSION

RESOLUTION NO. R-83-25

A RESOLUTION APPROVING WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE
FOR PLAN YEAR BEGINNING JANUARY 1, 2026 AND ENDING DECEMBER 31, 2026

WHEREAS, the Commission's Workers' Compensation coverage terminates at the end of the calendar year; and

WHEREAS the Commission annually renews workers' compensation coverage to be provided commencing January 1 of each year; and

WHEREAS, in consultation with AJ Gallagher Risk Management Services, Inc., Commission staff recommend approval of the Workers' Compensation and Employer's Liability Insurance as proposed by Illinois Public Risk Fund for the year beginning January 1, 2026 and ending December 31, 2026 summarized in Exhibit 1 attached hereto and by this reference incorporated herein.

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 Plan Year 2026 Workers' Compensation and Employer's Liability Insurance to be paid by the Commission, as summarized in Exhibit 1 attached hereto, shall be and they hereby are approved for the Plan Year 2026. The General Manager shall be and hereby is authorized and directed to provide the insurance coverages and pay the associated premium costs and administrative fees to be paid by the Commission as summarized in Exhibit 1 attached hereto without further act of the Board of Commissioners.

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-83-25.docx

EXHIBIT 1

October 6, 2025

Ms. Cheryl Peterson DuPage
Water Commission 600 East
Butterfield Road Elmhurst
IL 60126

Re: January 1, 2026 - January 1, 2027 Workers Compensation Renewal

Dear Cheryl,

The purpose of this letter is to provide the renewal quotation for the workers compensation program with the Illinois Public Risk Fund (IPRF).

The attached quotation summarizes the coverage and estimated renewal premium. The renewal premium is \$147,113, which is an increase of 0.71%. The premium includes a 4.16% increase in payroll over last year and a change in the experience mod from 1.54 to 1.48.

We recommend you approve the renewal.

Please contact us if you have any questions.

Thank you,



Rich Stokluska
Area Senior Executive Vice President



Resolution #: N/A

Account: 01-60-659000 \$64,000

Approvals: *Author / Manager / Finance / Admin*

JR RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 10/9/2025

Description: **Authorizing the Approval of Requisition No. 81217 to Hexagon for Annual Maintenance Renewal**

Agenda Section: Administration Committee

Originating Department: Systems & Information Technology

Staff are requesting authorization to pay Hexagon (formerly Infor) for software maintenance and licensing renewal in the amount not-to-exceed \$64,000.

This expense is for the Enterprise Asset Management (EAM) system, the Commission's Computerized Maintenance Management and Purchasing Management Systems, which has been utilized since 2008. The software maintenance and licensing renewal fee is due annually and in addition to licensing for each staff member, provides the Commission with telephone and online product support, patches, revision changes, and program updates.

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

Recommended Motion:

Authorize the General Manager to approve Requisition No. 81217 in the amount not-to-exceed \$64,000 to Hexagon.

Quote Summary Information
DUPAGE WATER COMMISSION



Service Site : US00161305
 Site Contact : JENESSA RODRIGUEZ
 Contact Phone :
 Email Address :
 Service Address : 600 E BUTTERFIELD RD
 City/State/Zip : ELMHURST IL 60126
 Country : US

Customer ID : DUPAGE WA/ELMHU US00161305
 Bill To Cust : DUPAGE WATER COMMISSION
 Bill To Address : 600 E BUTTERFIELD RD
 City/State/Zip : ELMHURST IL 60126
 Country : US
 Policy Number : DDCC550F0
 PO Nbr : RENEWAL QUOTE

Service Type : **S/W ONLY**
 Period of Performance : **02/01/2026 - 01/31/2027**
 Billed on the : 1 st Day of each period
 Period is defined as : Every 12 Months
 Previous Cust Code :
 Previous Contract # :

Total Contract Value : \$ 63,787.50

*** Totals are exclusive of sales tax. This is NOT AN INVOICE.**

Offered By Hexagon ALI

Quote: 0000129106

By : _____
 Name : Kelly Bergfalk
 Email : kelly.bergfalk@hexagon.com
 Address : 305 Intergraph Way
 Madison, AL 35758
 1.864.692.0275
 Issue Date : 09/29/2025

Accepted By : _____
 COMPANY : _____
 By : _____
 Name/Title : _____
 POC/Phone : _____
 POC Email : _____
 Date : _____

Quotes are valid for 90 days from original date of issue. Quote acceptance after 90 days is at the discretion of Hexagon ALI, a division of Intergraph Corporation.

Messages All services provided hereunder are subject to ALI's Maintenance Service Contract Terms & Conditions (T's & C's) for software (DDCC550F0) unless other specific Terms & Conditions apply and are referenced in the Policy Number field. Copies of the applicable T's & C's may be obtained online at [T's & C's](#). * Totals are exclusive of sales tax - This is NOT AN INVOICE. For coverage code explanations, refer to the last page.

Hexagon ALI

Quote Summary Information
DUPAGE WATER COMMISSION



Summary Of Service Quote 0000129106

<u>Item Number</u>	<u>Description</u>	<u>QTY</u>	<u>Total Value</u>	<u>Start Date</u>	<u>End Date</u>
EAM00004	HxGN EAM Enterprise Edition for SQL Database NU	41	\$ 55,418.41	02/01/2026	01/31/2027
EAM00014	HxGN EAM Enterprise Edition Barcoding NU	1	\$ 515.10	02/01/2026	01/31/2027
EAM00016	HxGN EAM Enterprise Edition Advanced Reporting Author NU	1	\$ 0.00	02/01/2026	01/31/2027
EAM00019	HxGN EAM Enterprise Edition Advanced Reporting Consumer NU	41	\$ 5,563.09	02/01/2026	01/31/2027
EAM00035	HxGN EAM Enterprise Edition Requestor NU	2	\$ 174.08	02/01/2026	01/31/2027
EAM00356	HxGN EAM Enterprise Edition Mobile DV	3	\$ 2,116.82	02/01/2026	01/31/2027
Grand Total :			<hr/> \$ 63,787.50		

Quote Summary Information
DUPAGE WATER COMMISSION



<u>LI</u>	<u>Sts</u>	<u>Item Number</u>	<u>Description</u>	<u>Serial Number</u>	<u>Start Date</u>	<u>End Date</u>	<u>Coverage</u>	<u>QTY</u>	<u>Ext. Price</u>	<u>Cancel Flag</u>
100		EAM00019	HxGN EAM Enterprise Edition Advanced Reporting Consumer NU	A109497	02/01/2026	01/31/2027	PREM	41	\$ 5,563.09	
300		EAM00014	HxGN EAM Enterprise Edition Barcoding NU	C109497	02/01/2026	01/31/2027	PREM	1	\$ 515.10	
500		EAM00356	HxGN EAM Enterprise Edition Mobile DV	E109497	02/01/2026	01/31/2027	PREM	3	\$ 2,116.82	
600		EAM00035	HxGN EAM Enterprise Edition Requestor DA	F109497	02/01/2026	01/31/2027	PREM	2	\$ 174.08	
700		EAM00004	HxGN EAM Enterprise Edition for SQL Database NU	G109497	02/01/2026	01/31/2027	PREM	41	\$ 55,418.41	
800		EAM00016	HxGN EAM Enterprise Edition Advanced Reporting Author NU	V109497	02/01/2026	01/31/2027	PREM	1	\$ 0.00	

Quote Summary Information
DUPAGE WATER COMMISSION



Quote Line Notes:

Coverage Code Definitions:

PREM: Premium Service. A monthly maintenance charge. Includes telephone support, bulletin board support and upgrades when made available by Hexagon ALI or a Third Party Software Vendor.



Purchase Requisition

Purchase Requisition 81217 [Hexagon Annual Software Maintenance 2026] Requisition Date 10/01/2025

Date Approved

Status U [Unfinished]
For Store DPS [DuPage Pumping Station]
Originator 501-0045 [JENESSA RODRIGUEZ]

Services

Table with 7 columns: Line, Task Plan, Due date, Quantity, UOM, Units, Unit Price, Total. Row 1: 1, 10/01/2025, 1, UOM, 63,787.50, 63,787.50 USD

From Supplier Work Order - Activity: HEXAGON [Intergraph Corporation, Hexagon's Asset Lifecycle Intelligence division]
RFQ Quotation Quotation Line

RODRIGUEZ [10/01/2025 07:57]:
Renewal dates: 02/01/2025 - 1/31/2026

Total 63,787.50 USD

Approver []

Comments
Date

Requisition Comments

RODRIGUEZ [10/01/2025 07:59]:
Annual software maintenance fee for Hexagon (formerly Infor EAM).

Copy of original quote is on the Documents tab.

Due date: Feb 2026

Approved at _____ Board Meeting

Budgeted under 659000 Computer Software and Licensing line item Infor/Hexagon



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: 10/9/2025

Subject: Status of Operations, Engineering and Construction

Operations Overview

The Commission's sales for September 2025 were a total of 2.48 billion gallons. This represents an average daily demand of 82.6 million gallons per day (MGD), which is lower than the September 2024 average day demand of 87.8 MGD. The maximum day demand was 89.3 MGD, which is lower than the September 2024 maximum day demand of 101.3 MGD. The minimum day flow was 75.6 MGD. Peak demand for September 2025 was 108.7 MGD recorded on September 12, 2025. Peak discharge flow rate for September 2025 was 122.61 MGD, recorded on September 28, 2025, at 07:15 PM.

The recorded total precipitation for September 2025 was .49 inches compared to 1.32 inches for September 2024. The level of Lake Michigan for September 2025 is 578.58 (Feet International Great Lakes Datum (IGLD) 1985) compared to 579.17 (Feet IGLD 1985) for September 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. The exciter windings are in process of being rewound. Staff are also researching replacement motor logic relay options.

Annual Infrared Electrical Scanning of DuPage Pumping Station and Tank Site 1 electrical equipment was completed.

Replacement of the DuPage Pumping Station Fire Alarm System Panels is in process and approximately 80% complete.

The 30" Cone Valve on High Lift Pump #5 was replaced with a rebuilt Cone Valve. The removed Cone Valve was shipped out for rebuilding. Two of Nine Cone Valves have been rebuilt; the next Cone Valve replacement is tentative for February 2026.

Staff continue to work with CDM Smith and Strand Associates to further evaluate and provide design documents to alleviate the electrical issues with the medium voltage switchgear.

Staff and Arcadis USA have submitted a federal grant application for the updating of the Safe Drinking Water Act required Risk and Resilience Assessment and Emergency Response Plans. The status of the grant will be provided in March 2026, and funding would become available in May 2026 if the grant is awarded.

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. Bathymetry studies of Lake Michigan are complete. The Technical Advisory Team presented the Business Case Analysis during the September 18th Board of Commissioners meeting. A status report for the month of September is attached. R-84-25 Appears on the agenda as an Amendment to Task Order No. 01 for expenses related to performance of the subtasks that were not originally required or subtasks which required additional time and resources not anticipated under the original Task Order.

Pipeline & Remote Facilities Maintenance Overview

A leak on a 36" steel water main located in Villa Park was successfully repaired in late September.

Resolution R-72-25 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-76-25 appears on the agenda to authorize the General Manager to purchase hydro-vacuum cleaning services from Badger Daylighting Corp. at various vault structures.

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. Resolution R-75-25 appears on the agenda to approve a Second Amendment to Task Order No.14 under a master Contract with AECOM Technical Services, Inc. for engineering services rendered on the Illinois Tollway 294 reconstruction and widening projects.

SCADA & Information Technology Overview

The SCADA Replacement Project (Contract PSD-9/21) is ongoing. 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 completed the communication configuration bench acceptance testing and are beginning to replace the backhaul radios at all remote locations. During the backhaul upgrade, communication configuration and testing have 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 it took to complete the backhaul and RTU upgrade will likely push the schedule of the project further than the originally anticipated completion date of May 31, 2026. While efforts continue on the backhaul and RTU replacement, electrical improvements to remote sites are underway, completing installations at remote sites included in the first and second batches to have their RTUs replaced. In addition, the DWC campus fiber optic system upgrade, which includes the replacement of the fiber runs throughout the campus and the commissioning of new fiber optic panels, will take place throughout October and November.

The annual Customer Meter Testing Program is ongoing and is approximately 60% complete.

Engineering & Capital Improvement Program Overview

Design of a Joint Facility (Metering Station and Pressure Adjusting Station) at Lombard's fifth connection location remains ongoing. The review phase will continue until all Commission requirements are included in the bidding and construction documents.

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 92% 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 review of the proposed pipe alignment having been completed and negotiations of the license agreement ongoing.

The corrosion control treatment study, performed by the Cornwell Engineering Group, continues to move forward with positive results. Results of the study were recently presented to the IEPA, who indicated agreement that the project can move forward without noting any concerns. Though not

required, additional data will continue to be collected through mid-November, at which time the study will be completed and a formal submittal to the IEPA will be made.

Efforts related to easement acquisition also continue, with Ordinances O-11-25, O-12-25 and O-13-25 appearing on the agenda. These items include necessary property acquisition (easements) required in order to complete the construction of the WaterLink Pipeline.

Contract administration efforts have begun on the Book Road portion of the project, along with corresponding communication efforts with the City of Naperville. The next construction packages (sections “2A” and “2B”) have also been advertised for bid, with a pre-bid event held last Thursday. The corresponding bid opening is currently scheduled for the afternoon of October 31st, with the following round of construction package advertisements (for sections “2C”, “3A” and “3B”) are targeted for early November.

Board Action Items

Resolution R-72-25: Authorization the General Manager to Procure Steel Pipe and Butt Straps from American Spiral Weld Pipe Company **(Cost Not-To-Exceed \$30,000)**.

Resolution R-75-25: A Resolution Approving & Ratifying a Second Amendment to Task Order No. 14 Under a Master Task Order Agreement with AECOM (Tri-State Tollway Widening Project Technical Assistance **(Increase in Estimated Cost from \$171,000 to \$231,302)**).

Resolution R-76-25: A Resolution Approving Hydro-Vacuum Cleaning Services **(Badger Daylighting Corp. - Cost Not-To-Exceed \$30,000)**.

Resolution R-82-25: A Resolution Approving Task Order No. 08 with Burns & McDonnell Engineering Co., Inc. **(Illinois American Water Company – Hydraulic Modelling for a Theoretical Connection – Estimated Cost of \$26,300)**.

Resolution R-84-25: Approval of Amendment #1 to Task Order #1 of a Master Services Agreement with Consor/Raftelis for Professional Services as Source Water Project Technical Advisor **(Not-To-Exceed \$236,600)**

Attachments

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

DU PAGE WATER COMMISSION
WATER SALES ANALYSIS

01-May-92 TO 30-Sep-25
PER DAY AVERAGE 77,833,742

MONTH	SALES TO CUSTOMERS (GALLONS)	PURCHASES FROM CHICAGO (GALLONS)	GALLONS BILLED %	BILLINGS TO CUSTOMERS	BILLINGS FROM CHICAGO	DOCUMENTED WATER USE (2)	DOCUMENTED COMMISSION WATER USE %	TOTAL ACCOUNTED FOR %	DWC OPER. & MAINT. RATE (3)	CHGO RATE
May-22	2,276,513,000	2,344,221,635	97.11%	\$11,792,337.34	\$9,648,816.25	5,698,667	0.24%	97.35%	\$5.18	\$4.116
Jun-22	2,682,480,000	2,772,533,130	96.75%	\$13,895,246.40	\$11,982,888.19	690,925	0.02%	96.78%	\$5.18	\$4.322
Jul-22	2,804,661,000	2,892,532,635	96.96%	\$14,528,143.98	\$12,501,526.05	883,858	0.03%	96.99%	\$5.18	\$4.322
Aug-22	2,688,224,000	2,772,533,130	96.96%	\$13,925,000.32	\$11,982,888.19	906,806	0.03%	96.99%	\$5.18	\$4.322
Sep-22	2,415,535,000	2,474,643,822	97.61%	\$12,512,471.30	\$10,695,410.60	1,021,063	0.04%	97.65%	\$5.18	\$4.322
Oct-22	2,153,410,000	2,220,050,683	97.00%	\$11,154,663.80	\$9,595,059.05	2,891,786	0.13%	97.13%	\$5.18	\$4.322
Nov-22	1,919,552,000	1,979,550,491	96.97%	\$9,943,279.36	\$8,555,617.22	1,008,092	0.05%	97.02%	\$5.18	\$4.322
Dec-22	2,071,113,000	2,123,449,660	97.54%	\$10,728,365.34	\$9,177,549.43	552,389	0.03%	97.56%	\$5.18	\$4.322
Jan-23	2,014,750,000	2,060,255,805	97.79%	\$10,436,405.00	\$8,904,425.59	337,423	0.02%	97.81%	\$5.18	\$4.322
Feb-23	1,835,597,000	1,883,158,917	97.47%	\$9,508,392.46	\$8,139,012.84	529,206	0.03%	97.50%	\$5.18	\$4.322
Mar-23	1,971,974,000	2,026,257,691	97.32%	\$10,214,825.32	\$8,757,453.41	306,690	0.02%	97.34%	\$5.18	\$4.322
Apr-23	1,962,197,000	2,010,451,747	97.60%	\$10,164,180.46	\$8,689,172.45	349,596	0.02%	97.62%	\$5.18	\$4.322
May-23	2,474,377,000	2,540,440,833	97.40%	\$13,336,892.03	\$10,979,785.28	684,441	0.03%	97.43%	\$5.39	\$4.322
Jun-23	2,971,436,000	3,043,540,086	97.63%	\$16,016,040.04	\$13,814,628.45	678,930	0.02%	97.65%	\$5.39	\$4.539
Jul-23	2,567,425,000	2,639,887,376	97.26%	\$13,838,420.75	\$11,982,448.80	1,047,600	0.04%	97.29%	\$5.39	\$4.539
Aug-23	2,708,945,000	2,773,069,509	97.69%	\$14,601,213.55	\$12,586,962.50	832,992	0.03%	97.72%	\$5.39	\$4.539
Sep-23	2,406,858,000	2,471,708,096	97.38%	\$12,972,964.62	\$11,219,083.05	753,904	0.03%	97.41%	\$5.39	\$4.539
Oct-23	2,071,291,000	2,116,545,770	97.86%	\$11,164,258.49	\$9,607,001.25	1,034,131	0.05%	97.91%	\$5.39	\$4.539
Nov-23	1,902,725,000	1,957,768,374	97.19%	\$10,255,687.75	\$8,886,310.65	809,342	0.04%	97.23%	\$5.39	\$4.539
Dec-23	1,972,754,000	2,031,158,416	97.12%	\$10,633,144.06	\$9,219,428.05	2,329,064	0.11%	97.24%	\$5.39	\$4.539
Jan-24	2,058,390,000	2,131,445,175	96.57%	\$11,094,722.10	\$9,674,663.60	730,427	0.03%	96.61%	\$5.39	\$4.539
Feb-24	1,868,175,000	1,916,869,806	97.46%	\$10,069,463.25	\$8,700,672.05	268,834	0.01%	97.47%	\$5.39	\$4.539
Mar-24	1,927,795,000	1,971,770,225	97.77%	\$10,390,815.05	\$8,949,831.10	340,529	0.02%	97.79%	\$5.39	\$4.539
Apr-24	1,951,120,000	1,992,959,991	97.90%	\$10,516,536.80	\$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
Aug-25	2,585,750,000	2,649,626,669	97.59%	\$14,997,350.00	\$12,932,827.77	940,653	0.04%	97.62%	\$5.80	\$4.881
Sep-25	2,474,431,000	2,542,535,157	97.32%	\$14,351,699.80	\$12,410,114.10	3,791,192	0.15%	97.47%	\$5.80	\$4.881
TOTALS (1)	950,038,652,798	977,264,856,591	97.21%	\$2,510,629,724.40	\$2,211,868,340.09	899,679,442	0.09%	97.31%	\$2.64	\$2.263

- (1) - SINCE MAY 1, 1992
- (2) - REPRESENTS DU PAGE PUMP STATION, METER TESTING AND CONSTRUCTION PROJECT USAGE
- (3) - DOES NOT INCLUDE FIXED COST PAYMENTS

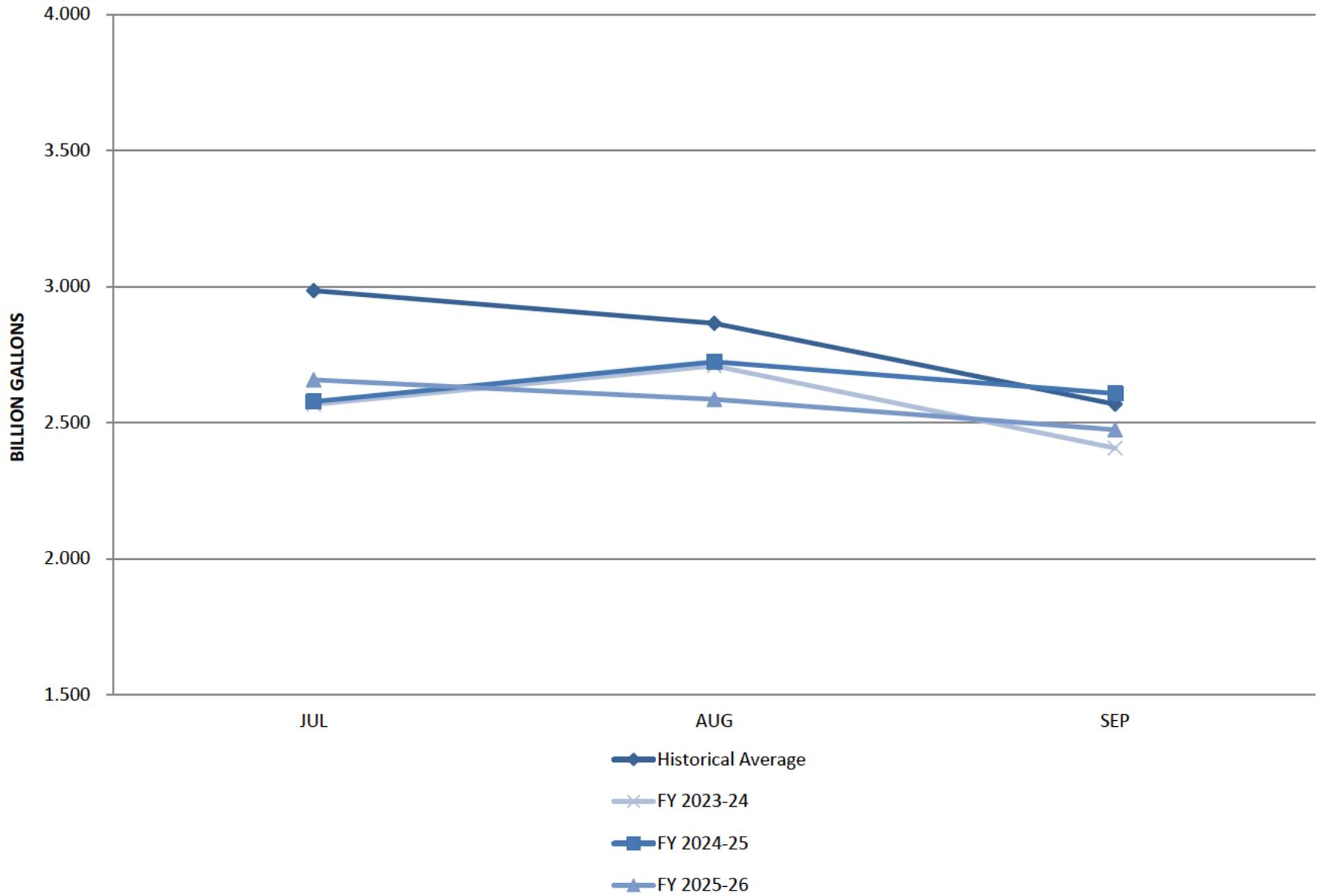
YTD										
Sep-24	12,752,915,000	13,041,699,529	97.79%	71,161,266	60,845,717				\$5.58	\$4.665
Sep-25	12,675,207,000	13,012,797,748	97.41%	73,516,201	63,057,088				\$5.80	\$4.846
	(77,708,000)	(28,901,781)		\$2,354,935	\$2,211,370					
	-0.6%	-0.2%		3.3%	3.6%					
Month										
Sep-24	2,607,811,000	2,668,243,213	97.74%	14,551,585	12,522,065				\$5.58	\$4.693
Sep-25	2,474,431,000	2,542,535,157	97.32%	14,351,700	12,410,114				\$5.80	\$4.881
	(133,380,000)	(125,708,056)		(\$199,886)	(\$111,951)					
	-5.1%	-4.7%		-1.4%	-0.9%					
Sept>Aug	(111,319,000)	(107,091,512)		(645,650)	(522,714)					

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

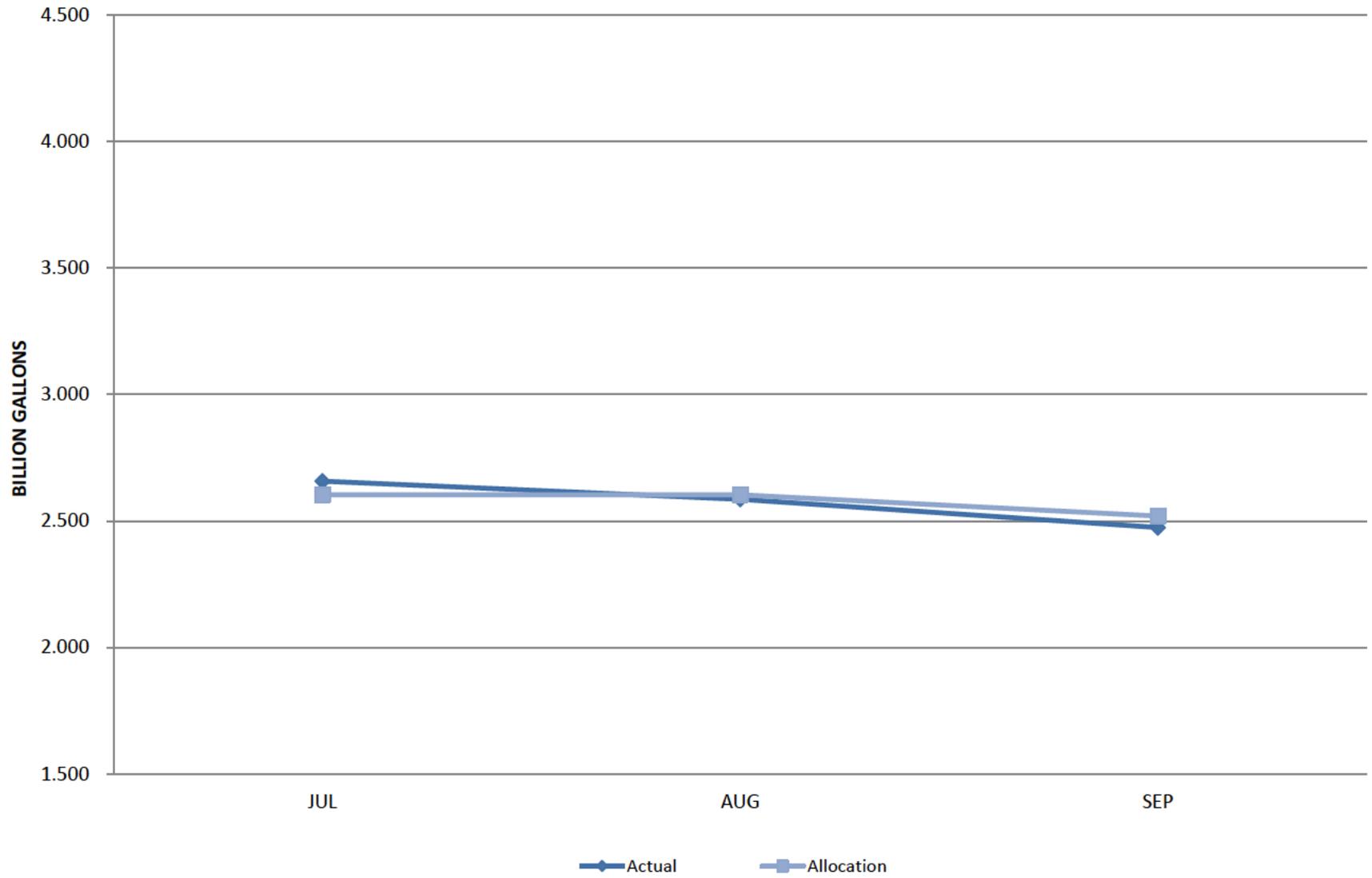
DATE	LEXINGTON P.S. SUPPLY			DUPAGE P.S. DISCHARGE							ANALYST INT.
	FREE Cl2 (mg/L)	TURBIDITY (ntu)	O-PO4 (mg/L)	FREE Cl2 (mg/L)	TURBIDITY (ntu)	TEMP (°F)	pH	Fluoride (mg/L)	O-PO4 (mg/L)	P.A.C. (LBS/MG)	
1	1.25	0.06	2.30	1.35	0.05	70	7.2	0.6	2.28	0	AM
2	1.18	0.06	2.28	1.21	0.05	70	7.3	0.7	2.29	0	AM
3	1.22	0.06	2.21	1.31	0.06	71	7.2	0.6	2.20	0	JS
4	1.30	0.06	2.22	1.36	0.10	70	7.2	0.6	2.36	0	JS
5	1.27	0.05	2.27	1.31	0.08	70	7.2	0.6	2.25	0	JS
6	1.30	0.06	2.33	1.30	0.07	70	7.2	0.6	2.20	0	AM
7	1.29	0.05	2.27	1.30	0.07	70	7.3	0.6	2.25	0	AM
8	1.34	0.06	2.20	1.32	0.09	70	7.3	0.6	2.20	0	JS
9	1.30	0.06	2.25	1.34	0.08	70	7.5	0.5	2.18	0	JS
10	1.29	0.05	2.29	1.30	0.07	69	7.4	0.6	2.28	0	AM
11	1.26	0.06	2.26	1.31	0.06	69	7.4	0.5	2.25	0	AM
12	1.33	0.05	2.22	1.32	0.06	69	7.4	0.6	2.26	0	AM
13	1.33	0.07	2.19	1.35	0.10	70	7.5	0.6	2.29	0	JS
14	1.24	0.08	2.20	1.29	0.10	70	7.6	0.7	2.25	0	JS
15	1.33	0.07	2.25	1.35	0.09	70	7.5	0.6	2.22	0	AM
16	1.30	0.06	2.29	1.28	0.07	70	7.6	0.6	2.30	0	AM
17	1.26	0.06	2.20	1.26	0.09	70	7.5	0.6	2.37	0	JS
18	1.32	0.05	2.17	1.35	0.08	70	7.5	0.5	2.35	0	JS
19	1.35	0.05	2.26	1.31	0.10	69	7.5	0.5	2.33	0	AM
20	1.37	0.06	1.97	1.27	0.06	69	7.5	0.6	2.17	0	KD
21	1.22	0.05	2.26	1.28	0.07	70	7.5	0.5	2.31	0	KD
22	1.31	0.05	2.24	1.24	0.07	69	7.5	0.6	2.26	0	JS
23	1.36	0.05	2.36	1.28	0.06	69	7.5	0.5	2.35	0	JS
24	1.33	0.04	2.37	1.23	0.06	70	7.5	0.6	2.27	0	KD
25	1.39	0.05	2.25	1.26	0.07	70	7.6	0.6	2.25	0	KD
26	1.35	0.04	2.33	1.13	0.07	70	7.6	0.6	2.28	0	KD
27	1.37	0.06	2.17	1.35	0.07	70	7.6	0.5	2.22	0	RC
28	1.36	0.07	2.14	1.29	0.08	70	7.6	0.5	2.16	0	RC
29	1.42	0.06	2.20	1.40	0.07	71	7.6	0.6	2.18	0	RC
30	1.32	0.06	2.35	1.23	0.08	70	7.6	0.6	2.22	0	KD
31											
AVG.	1.31	0.06	2.24	1.30	0.07	70	7.4	0.6	2.26	0	
MAX.	1.42	0.08	2.37	1.40	0.10	71	7.6	0.7	2.37	0	
MIN.	1.18	0.04	1.97	1.13	0.05	69	7.2	0.5	2.16	0	


Mike Weed, Operations Supervisor
Illinois ROINC # 186860234
Date 10/6/25

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



DU PAGE WATER COMMISSION SALES FY 2025-26 VS. ALLOCATION





MONTHLY STATUS REPORT

LAN PROJECT #: 128-10031-001

PROJECT: DuPage Water Commission WaterLink Extension Phase II

REPORT DATE: October 6, 2025

MEETING DATE: October 16, 2025

I. Progress through October 6, 2025

A. Field data collection and surveying.

1. Supplemental topography completed along Hill Rd to accommodate revised Montgomery #1 Delivery site configuration. Additional topographic survey 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.
5. Existing structure rim/invert data collection complete.
 - a) Total of approximately 1,097 structures located with rim/inverts surveyed.
 - b) Rim/invert data collection for 38 additional structures for Fox River re-route to be completed in August/September.
 - c) Received and processing JULIE utility atlases and water/sewer utility atlases from IAWC.
6. Processing of collected Aerial LIDAR data is complete. Additional LIDAR processing for Fox River area and Polo Crossing re-routes 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.
 - 3) Supplemental topo to be conducted along west edge of Polo Crossings development in Oswego for 36-inch re-route south of Wolf's Crossing. Crops prevented traditional topo – processed more aerial IDAR instead.





MONTHLY STATUS REPORT

7. Subsurface Utility Locates

- a) SUE field activities completed.
- b) Scope of additional SUE for Fox River re-route TBD upon receiving processed LIDAR data and utility info from IAWC.

8. 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 potholing for Fox River re-route TBD upon receiving processed LIDAR data and utility info from IAWC.

9. Geotechnical

- a) Total of 193 borings (95%) completed to date in Phase 2 through July, 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. Kendall Point boring logs delivered this week; addendum to Section 3A.
- c) Additional geotechnical borings for Fox River re-route pending final alignment.

10. 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) AC Mitigation modeling report(s) for ComEd corridor in progress.
- e) 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.





MONTHLY STATUS REPORT

2. Draft license agreement sent to DWC for review.
 - a) Negotiations ongoing between DWC and ComEd Real Estate group on license agreement terms.
3. KMZ of alignment and license areas sent to ComEd on 8/7 for real estate process.
4. Final pipeline alignment has received ComEd approval.
 - a) Final drawing submittal in progress to close out ComEd technical review.

D. Land Acquisition

1. 227 of 232 Titles Received
2. 160 total parcels for easement preparation
3. Easement legal descriptions & exhibits
 - a) 130 total prepared to date (81%)
 - b) 67 Appraisal Packages and 520 property negotiations underway.
 - c) School District 308 easement approvals completed after final action July 28.
 - d) Naperville Park District negotiations ongoing

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

1. Bids received on 7/1/25.
2. IEPA construction permit received 2/28/2025.
 - a) Subsequent sampling plan approved to amend the requirement for sampling every 1,200 feet.
 - b) No supplemental permit application is required due to value engineering changes during negotiations. Current construction permit is sufficient.
3. Permit applications with USACE, IDNR, DuPage County Stormwater, City of Naperville, and Naperville Township submitted.
 - a) Permits received from USACE, Will County Stormwater, and two Soil & Water Conservation Districts.
 - b) Comments received from City of Naperville. Comment responses and revised drawings were prepared, including ROV electrical. Revisions resubmitted to the City.
 - 1) Permit resubmittal to Naperville occurred 9/8/25.
 - c) Plans resubmitted to DuPage County DOT on 5/23/25.
 - d) Authorization on bid set design received from DuPage Stormwater. Discussion regarding design changes occurred 8/27/25.





MONTHLY STATUS REPORT

- 1) DuPage Stormwater agreed that design changes are not significant. Revised drawings have been resubmitted to DuPage Stormwater and a permit amendment will be issued after review.
 4. Value engineering redesign to remove/shorten tunnels and remove 48-inch valves on existing pipe has concluded.
 5. Issued for Construction Documents provided to Contractor 9/25/25.
- F. Contract TW-6 Section 2 & 3 in progress.
1. Additional section breaks for Sections 2A, 2B, 2C, 3A, 3B, and 3C have been confirmed.
 2. 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.
 3. DWC review comments received and revisions are in progress.
 - a) Revisions complete for Sections 2A and 2B.
 4. TW-6 Sections 2A & 2B advertised for bids on 9/26/25.
 - a) Pre-bid meeting scheduled for 10/9/25. Bid date scheduled for 10/31/25.
 5. Trenchless crossings have been re-evaluated and value engineered similar to the design revisions in progress for TW-6 Section 1.
 6. Drawings submitted to ComEd 1/23/25 to initiate legal and real estate appraisal process.
 - a) Wetlands reports subsequently submitted to ComEd environmental reviewer.
 - 1) Reviews completed by Capacity Planning, Vegetation, and Economic Development w/ no comments.
 - 2) Review comments from Transmission group have been addressed. Drawings addressing additional comments provided on 8/7/25.
 - 3) Revised plan and profile drawings for ComEd final engineering and environmental review have been submitted.
 7. TW-6 Section 3 alignment revisions in progress at Route 34 and Kendall Point Drive.
 - a) Oswego notified design team and DWC of high profile proposed development along pipeline and requested alignment change.
 - b) Oswego field-located existing village utilities in area of alignment change for design team to survey and evaluate route options.
 - c) Design underway. Final design pending geotechnical investigation.





MONTHLY STATUS REPORT

8. Fox River realignment (Section 3C) design is in progress.
 - a) Final alignment pending completion of field work, utility data collection, and geotechnical work.
 - 1) Additional wetlands delineation and environmental surveys are required, including updates to various environmental reports.
9. Permit applications / design submittals are being prepared for various agencies, including IDOT and railroads.
 - a) IDOT District 1 plan review applications have been submitted and IDOT has responded without comment.
 - 1) Contractor will need to submit bonds in accordance with IDOT response letter.
 - b) TW-6 Section 2 City of Naperville plan review submitted and comments received from the City. Work is ongoing to address the City of Naperville comments.
 - 1) Resubmittal to Naperville for Sections 2A and 2B has been made.
 - 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 license agreement approved and received.
 - 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.
 - 2) Resubmittal will be required upon completion of Fox River realignment design (Section 3C).
 - g) Construction permit received from IEPA.
 - 1) A supplemental IEPA construction permit application has been submitted to reflect the ComEd changes. IEPA noted that this review time would be approximately 10 days.
 - h) US Fish and Wildlife provided a tree clearing restriction from April 1 – September 30. Requirements will be added to the plans/specs. Exceptions can be requested on a case by case basis. USFWS will likely require a survey of trees to be removed by exception to ensure no bats are living in the tree. Likelihood of exception being granted increases further from Fox River.
 - i) Ongoing coordination with Naperville Park District regarding construction in Frontier Park.





MONTHLY STATUS REPORT

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 100% complete and finalizing 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. DWC finalizing easement language with attorneys.
 - b) Collins Rd alignment west of Oswego #2.
 - 1) Resubmitted to Kendall County on 5/19/25 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.
 - a) Comments received from DWC review.
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 occurred Monday 8/11/25 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.





MONTHLY STATUS REPORT

J. Contract MS-22 Meter Stations in progress.

1. Design ongoing.
2. 90% Submittal drawings submitted to DWC 4/18/25.
 - a) Addressing 90% comments from DWC and Burns & McDonnell.
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. New relocated/updated site plan for chemical feed building underway based on newly identified site.

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. ComEd revisions based on unexpected new comments.

1. Fee: Pending (to be submitted to DWC for review/approval).

C. Fox River Crossing alternate route.

1. Fee: Pending (to be submitted to DWC for review/approval).

D. Permit Fees

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

III. Financials

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

1. Fee Expended through September 30, 2025:

- a) Total: \$18,363,782 (92%)
 - 1) Basic Services: \$12,094,035 (60.6%)
 - 2) Additional Services: \$6,065,584 (31.4%)





MONTHLY STATUS REPORT

IV. Completed Workshops, Meetings and Visits (September – October)

- A. ComEd Comment Review and Technical Discussion Meetings – Various
- B. Schedule Update Meetings with Burns & McDonnell – Various
- C. Monthly Progress Meeting – September 18, 2025
- D. Coordination Meeting with Naperville Park District – September 18, 2025
- E. TW-6/25 Section 2A+2B Advertise for Bid – September 26, 2025
- F. TW-6/25 Section 1 Coordination Meeting with Benchmark/D. Construction – October 6, 2025
- G. Oswegoland Park District Coordination Meeting – October 8, 2025
- H. TW-6/25 Section 2A+2B Pre-Bid Meeting – October 9, 2025
- I. USACE Fox River Crossing Coordination Meeting – October 10, 2025

V. Upcoming Tasks & Meetings

- A. Finalize ComEd alignment modifications, including alternate river crossing route.
- B. Weekly Check-In Meetings – Various
- C. Schedule Coordination with Burns & McDonnell – Various
- D. ComEd Coordination Meetings – As Needed
- E. Phase II geotechnical field work – As Needed
- F. TW-6/25 Sections 2A+2B Bid Opening – October 31, 2025
- G. Monthly Progress Meeting – November 20, 2025
- H. Permit submittals to various review agencies.



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

Description	Activity through	Activity through	Activity through	Activity through	Activity through	Activity through	Activity through	Activity through	Activity through	Planned	Planned	Planned	Planned	Planned										
	April 26, 2024	May 31, 2024	June 30, 2024	July 31, 2024	August 31, 2024	September 30, 2024	October 31, 2024	November 30, 2024	December 31, 2024	January 31, 2025	February 28, 2025	March 31, 2025	April 30, 2025	May 31, 2025	June 30, 2025	July 31, 2025	August 31, 2025	September 30, 2025						
Basic Services	\$ 625,960	\$ 876,344	\$ 980,607	\$ 1,011,525	\$ 994,029	\$ 993,016	\$ 999,176	\$ 1,117,315	\$ 1,116,854	\$ 745,163	\$ 499,762	\$ 498,028	\$ 378,063	\$ 258,692	\$ 254,130	\$ 248,300	\$ 248,197	\$ 248,033	\$ 260,469	\$ 135,277	\$ 10,085	\$ 10,085	\$ 10,085	
Additional Services	\$ 545,788	\$ 1,126,706	\$ 586,700	\$ 561,317	\$ 594,996	\$ 64,786	\$ 149,871	\$ 438,311	\$ 350,417	\$ 283,233	\$ 83,116	\$ 205,871	\$ 183,722	\$ 253,965	\$ 236,036	\$ 198,526	\$ 203,231	\$ 204,163	\$ 287,648	\$ 287,648	\$ 287,648	\$ 287,648	\$ 16,398	
MONTHLY SUBTOTAL	\$ 1,171,748	\$ 2,003,050	\$ 1,567,307	\$ 1,572,842	\$ 1,589,025	\$ 1,057,802	\$ 1,149,047	\$ 1,555,626	\$ 1,467,271	\$ 1,028,396	\$ 582,878	\$ 703,899	\$ 561,785	\$ 512,657	\$ 490,166	\$ 446,826	\$ 451,428	\$ 452,196	\$ 548,117	\$ 422,925	\$ 297,733	\$ 297,733	\$ 26,483	
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: Sept 30, 2025
Project: Lake Michigan Water Supply Initiative
To: Paul May, General Manager, DuPage Water Commission
Ramesh Kanapareddy, Executive Director, NSMJAWA
From: Pete Mulvaney, Consor
Reviewed By: Guy Carpenter, Woolpert
Re: September 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 advisory team will further refine the project boundaries.

Progress

Progress in September consists of:

- Weekly status meetings with DWC General Manager and NSMJAWA Executive Director
 - Completed analysis after the first round of interviews for Communications Plan
 - As part of Communication Plan, drafted two one-page flyers to be distributed to elected officials for unified messaging
 - Prepared and presented current results of the Business Case analysis at the September DWC Board Meeting
 - Prepared and presented progress to the NSMJAWA Executive Committee meeting
 - Prepared results for the NSMJAWA business case to be presented to NSMJAWA Executive Committee at the October 9 meeting
-



-
- Advanced case studies of large program governance models
 - Updated the risk register with impact, likelihood, and mitigation strategies
 - Refined draft scope of work for Program Manager
 - Coordinated with Seaworks marine survey
 - Prepared visual aids

Forecast

In October, the Technical Advisory Team focus will include:

- Business Case Analysis
 - Incorporate the anticipated Chicago Cost-of-Service data
- Governance
 - Conclude case study research
 - Provide summary of Joliet approach
 - Prepare core elements of partner/customer continuum
 - Provide workshop / tools as needed
- Communications Framework
 - Prepare for additional opinion research
 - Conduct additional interviews as directed
 - Release communications materials as directed
- Risk and Delivery Approach
 - Prepare summary for leadership consumption



Resolution #: R-72-25

Account: 01-60-663100

Approvals: *Author / Manager / Finance / Admin*

D.P. RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 10/9/2025

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 pipes intended for use as replacement when a PCCP or steel pipe section requires repair. The inventory typically contains a minimum of 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 which are used to fabricate joints or to fill gaps in dissimilar pipe diameters. 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 utilizing its inventory materials including one section of 30-inch diameter steel pipe and 4 (four) 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 30-inch steel pipe and 4 sections of steel butt straps from two (2) steel pipe fabricators. The results are listed on the table below:

Company	Cost Proposal
American Spiral Weld Pipe Company	\$27,015.00
Northwest Pipe Company	Declined to submit estimate

Recommended Motion:

To approve Resolution No. R-72-25 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-72-25

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 30-inch diameter steel pipe and 4 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-72-25.docx

EXHIBIT 1

American SpiralWeld Pipe Co. Proposal No. NIL00117

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: 10/01/2025

Revision: 4 **QUOTATION** **Quote Total: \$27,015.00**

<u>Quantity</u>	<u>UOM</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Price \$</u>
<u>Adder for 30" Pipe and 2 Buttstraps</u>				
1	LS	Adder for 30" Pipe and 2 Buttstraps Pricing Includes:	\$27,015.00	\$27,015.00
1	EA	31.375" X 0.375" X 50' X Plain End X Plain End Rolled Short	\$25,815.00	\$25,815.00
2	EA	31.5625" ID X 0.375" X 12" Buttstrap	\$600.00	\$1,200.00

- Notes:
 1. Quote is for 1 inventory pipe from Columbia.
 2. The pipe is CML x Poly.

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 October 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-75-25

Account: 01-60-663400

Approvals: *Author / Manager / Finance / Admin*

D.P. RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 10/9/2025

Description: **A Resolution Approving & Ratifying a Second Amendment to task Order No. 14 Under a Master Task Order Agreement with AECOM.**

Agenda Section: Engineering & Construction

Originating Department: Pipeline & Remote Facilities

The Commission entered into a Master Contract with AECOM Technical Services, Inc., dated May 16, 2013, for professional engineering services in connection with such discrete projects that are delineated and described in Task Orders to be approved by the Commission.

On November 21, 2019, the Commission approved R-47-19, Task Order No.12 with AECOM Technical Services, Inc., for professional engineering services in connection with The Central Tri-State Reconstruction Project. Task Order No. 12 and subsequent First Amendment to Task Order No. 12, Task Order No. 14, and First Amendment to Task Order No. 14 authorized AECOM Technical Services, Inc., to review Commission supplied pipe data and report on possible impacts to existing Commission facilities resulting from the Illinois State Highway Authority's Central Tri-State Widening Project.

Since the commencement of this multi-year project in 2019, AECOM Technical Services, Inc., has provided for review of all the design submittals from the Illinois State Toll Authority's Central Tri-State Reconstruction and Project, which is critical to ensure preservation of the primary 90" and 72" supply pipelines from Lexington, which are impacted by construction crossings, bridge abutments, excavation, and pile-driving. In particular, AECOM evaluates and monitors maximum construction-induced vibrations, excavation limits, pipe loading design requirements, and provides design memoranda to avoid impairment of our infrastructure. The total combined estimated cost for AECOM Technical Services, Inc., in connection with The Tri-State Reconstruction Project to date has reached the limit of the previously approved amount.

Due to the need for continued inspection and vibration analyses for work in proximity to Commission's critical assets as the Tollway project continues into the next years, funding for the construction services must be replenished to continue said services into the next phase. Staff are recommending an increase of the cost not-to-exceed by \$90,000.

Recommended Motion:

To adopt Resolution No. R-75-25 for Construction Services with AECAOM for an estimated additional cost of \$90,000.

DUPAGE WATER COMMISSION

RESOLUTION NO. R-75-25

A RESOLUTION APPROVING A SECOND AMENDMENT TO TASK ORDER NO. 14 UNDER A MASTER CONTRACT WITH AECOM TECHNICAL SERVICES, INC.

WHEREAS, the DuPage Water Commission (the "Commission") entered into a contract with AECOM Technical Services, Inc. (the "Consultant") to provide, from time to time, professional engineering services in connection with various projects of the Commission (the "Master Contract"); and

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

WHEREAS, pursuant to Resolution No. R-48-20, the Commission approved Task Order No. 14 to the Master Contract for Professional Engineering Services for the DuPage Water Commission; and

WHEREAS, the Commission and Consultant desire to amend Task Order No. 14 to the Master Contract to add costs incurred with Construction Administration and Resident Engineering Services, and to increase the not-to-exceed cost of the services, the Board of Commissioners of the DuPage Water Commission hereby finding and determining, based upon the representations of Staff and Consultant that the circumstances said to necessitate the changes were not reasonably foreseeable at the time Task Order No. 14 was signed, the changes are germane to the Task Order as signed, and/or the changes are in the best interest of the DuPage Water Commission and authorized by law; and

WHEREAS, the Consultant has approved the Second Amendment to Task Order No. 14 attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1;

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

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

SECTION TWO: The Second Amendment to Task Order No. 14 attached hereto as Exhibit 1 shall be and hereby is approved.

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

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

ADOPTED THIS _____ DAY OF _____, 2025.

James Zay, Chairman

ATTEST: _____

Danna Mundall, Clerk
Board/Resolutions/2025/R75-25.docx

EXHIBIT 1

**SECOND AMENDMENT TO
TASK ORDER NO. 14**

**SECOND AMENDMENT TO
TASK ORDER NO. 14**

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission (“Owner”) and AECOM Technical Services, Inc. (“Consultant”), for Professional Engineering Services dated June 19, 2013 (the “Contract”), Owner and Consultant agree to amend, effective October 16, 2025, Task Order No. 14 to the Illinois State Toll Highway Authority’s (ISTHA) Central Tri-State Widening Project Contract 4496 (Advanced Northbound CO9A), Contract 4300 (Mainline Northbound CO9D), and Contract TBD (Mainline Northbound CO9D) Construction Services (Task Order No. 14) as follows:

1. **Key Project Personnel:**

Section 7, entitled “Key Project Personnel” of Task Order No. 14 shall be amended in its entirety so that said Section 7 shall hereafter be and read as follows:

“Key Project Personnel:
Chad Laucamp”

2. **Contract Price:**

Section 8, entitled “Contract Price,” of Task Order No. 14 shall be amended in its entirety so that said Section 8 shall hereafter be and read as follows:

“8. Contract Price:

For providing, performing, and completing each phase of Services, an amount equal to Consultant’s Direct Labor Costs 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	Lump Sum
Task 1 – Construction Engineering	\$130,000.00
<i>Task 2 – Onsite Construction Observation and Inspection</i>	<i>\$40,000.00</i>
<i>Total Estimated Cost</i>	<i>\$170,000.00</i>

Notwithstanding the foregoing, the total Contract Price shall be increased by \$90,000.00 to a total not to exceed sum of \$170,000.00. (Including Task #12, the total for this work is \$231,302) The contact price maybe adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.”

In all other respects, Task Order No. 14 to the Contract shall remain in full force and effect, and Task No. 14 to the Contract shall be binding on both parties as hereinabove amended.

DuPAGE WATER COMMISSION

BY: _____
Paul D. May, PE
General Manager

AECOM TECHNICAL SERVICES, INC.

BY: _____

Chad Laucamp, P.E.
Associate Vice President



Resolution #: R-76-25

Account: 01-60-663100

Approvals: *Author / Manager / Finance / Admin*

D.P. RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 10/9/2025

Description: A Resolution Approving Hydro-Vacuum Cleaning Services at a Cost Not-to-Exceed \$30,000.

Agenda Section: Engineering & Construction

Originating Department: Pipeline & Remote Facilities

As a function of the annual 2025 Air Release Valve Vault Structure Inspections, staff has identified thirty (30) manhole vault structures that require removal of debris from the bottom of the vaults. The proposed vault structure services include removal of debris by hydro-vacuum truck using pneumatic suction and pressurized water washing. Since each vault structure varies in depth and accumulated volume of debris requiring the removal is not readily quantifiable, daily cost of service will be used as a payment unit.

In accordance with Commission Purchasing Procedures, staff solicited several proposals from Hydro-vacuum service providers to perform Hydro-vacuum cleaning services; two proposals were received and are listed below:

Company	Daily Estimated Cost
Badger Daylighting Corp.	\$4,922.19
Benchmark Construction Co., Inc.	\$6,353.56

Staff recommend approval to procure the services of Badger Daylighting Corp to perform the Hydro-vacuum cleaning in the amount not to exceed cost of \$30,000.

Recommended Motion:

To approve R-76-25 for Hydro-Vacuum Services with Badger Daylighting Corp, in the amount not to exceed cost of \$30,000.

DuPAGE WATER COMMISSION

RESOLUTION NO. R-76-25

A RESOLUTION APPROVING PURCHASING HYDRO-VACUUM CLEANING SERVICES FROM BADGER DAYLIGHTING CORP

WHEREAS, pursuant to Article VIII, Section 4 of the Commission's By-Laws, and as required by State Statute, the Commission solicited proposals to provide Hydro-Vacuum Cleaning Services; and

WHEREAS, the Commission desires to clean Air Release basins; and

WHEREAS, staff solicited proposals in accordance with the Commission's Purchasing Procedures; and

WHEREAS, based upon representations made by staff, the Board of Commissioners of the DuPage Water Commission has determined that the proposal of Badger Daylighting Corp is most favorable to the interest of the Commission;

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

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

SECTION TWO The DuPage Water Commission hereby authorizes the purchase of Hydro-Vacuum Cleaning Services from Badger Daylighting Corp, for the price set forth in Its Proposal, 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-76-25docx

EXHIBIT 1

Badger Daylighting Corp Proposal CPQ-203481v1



Badger Hydrovac Service Proposal

United States

Prepared By:	Scott Schulz
Email:	SSchulz@badgerinc.com
Phone:	815-200-2064
Date:	09/05/2025
Estimate Number:	CPQ-203481v1
Project Name:	Dupage Water Commission- Addison Vault cleaning



Badger Daylighting Corp
 MELROSE PARK IL CORP
 1740 N 25th Ave
 Melrose Park, IL 60160
 "An equal opportunity employer"

Estimate	
Date	09/05/2025
Reference	CPQ-203481
Prepared By	Scott Schulz

Customer Information			
Company	DUPAGE WATER COMMISSION	Contact Name	Dave Chapman
Contact Phone #	+1 (630) 651-9818	Email	chapman@dpwc.com
Billing Address	600 E BUTTERFIELD RD	Title	
Billing City/State	Elmhurst IL 60126	Account Number	6509044
Service Address	Addison Rd & W Interstate Rd Addison IL 60101		

Scope Of Work

Customer has requested T&M rates for hydro-vac excavation services to clean out various vaults.

Service Item	Item Description	Unit Cost	UOM	Quantity	Amount
BADGER HYDROVAC WITH OPERATOR	Up to 8 Hrs. Port to Port/8 Hr. Min.	\$287.00	HR	8.0	\$2,296.00
BADGER HYDROVAC WITH OPERATOR OVERTIME	Over 8 Hrs. Port to Port/ Saturdays & Nights	\$334.75	HR	4.0	\$1,339.00
ADDITIONAL OPERATOR	Up to 8 Hrs. Port to Port/8 Hr. Min.	\$147.90	HR	0.0	\$0.00
ADDITIONAL OPERATOR OVERTIME	Over 8 hrs. port to port/ Saturdays & Nights	\$178.50	HR	0.0	\$0.00
DISPOSITION	If disposal onsite is not provided/Per ton	\$130.00	EA	6.0	\$780.00
CONSUMABLE MATERIALS		\$35.00	EA	1.0	\$35.00
FLUCTUATING FUEL RECOVERY		\$372.19	EA	1.0	\$372.19
SUPPLY WATER		\$100.00	EA	1.0	\$100.00
REMOTE HOSE	6" Diameter	\$4.00	FT	0.0	\$0.00
SUPPORT TRUCK		\$185.13	DAY	0.0	\$0.00

Total \$4,922.19



This proposal contains the budgetary estimate to complete the work as described above under the heading "Scope of Work". If any part of the work varies from that described in Scope of Work, or if unexpected digging conditions are encountered (eg rocks, rubble, roots, etc...), then additional charges shall apply. All work will be done on a time and material basis. All work will be done in accordance with the terms and conditions contained in Badger Daylighting Corp.'s standard terms and conditions (USA) attached hereto.

Customer (Company)	_____	PO #:	_____
Name (Please Print)	_____	Title:	_____
Signature	_____	Date:	_____

I am authorized to bind the Company



General Notes, Conditions, & Badger Responsibilities:

1. Travel rates apply when traveling from the closest Badger Operation to the client's project site.
2. Badger will off load material at contracted facility. Travel to and from a designated facility is considered part of the work day and charged at the hourly rate.
3. Any additional third party services provided by Badger Daylighting outside of our typical Hydrovac activities shall be charged out at cost +.
4. With any Hydrovac project, there are possible additional charges that are application and site specific. For example, items such as water trucks, specialized equipment and attachments (remote hose, etc.), crew trucks, and other items may be required. Rather than provide an extensive listing of all possible considerations, this is best implemented on a project-by-project basis and evaluated at the field operations level. The information presented in this document represents the complete proposal.
5. This proposal is valid for 30 days from the date posted on this proposal document.
6. Any and all quotes, offers and transactions are pending Credit Approval by Badger.
7. Terms of Payment - Net 30 days from date of invoice. Late invoices subject to service fees.
8. Zero (0) % retainage is withheld.
9. Taxes – tax will be added to quote pricing as required by State/Local governments.
10. All invoices will be assessed a Fluctuating Fuel Recover Fee on the entire amount of the invoice. This fee is reviewed regularly and is subject to change. Badger utilizes information from the US Department of Energy and the Canadian Department of Natural Resources when calculating the fee.

Customer responsibilities include:

1. Access to the Hydrovac site, including permits and permission from property owners, utilities, and government agents.
2. Surface locates, survey marks and traffic control, if needed unless agreed to in writing prior.
3. Breaking, removal, and restoration of asphalt and or concrete unless agreed to in writing prior.
4. Establish, maintain, and remediate accessible water source and disposal site.
5. Specific direction and locations for Hydrovac excavation.
6. Backfill and site restoration unless agreed to in writing prior to completing work.
7. Materials to secure and cover the excavation unless agreed to in writing prior. Badger
8. Shoring, maintenance, and barricading.
9. Ownership of the soil and debris removed by the Hydrovac including any soils or material contaminated or suspect.
10. Any project delays caused by others that result in downtime of Badger Hydrovac units will be billed at the hourly rates.
11. Pay for all specialized training that is required by contractor/owner/Badger to be on the site to work.
12. Notify Badger of all billing requirements and any appropriate purchase orders, job numbers, AFE, etc. that would be necessary to release payment to . This must be done prior to the first day of work.
13. Notify Badger of any of the following: Certified payrolls, OCIP requirements, prevailing wages.
14. Additional insurance requirements over what Badger already has in place

Customer Representative

Printed Name: _____

Signature: _____

Date: _____

I am authorized to bind the Company

Badger Representative

Printed Name: _____

Signature: _____

Date: _____



BADGER DAYLIGHTING CORP. STANDARD TERMS AND CONDITIONS (USA)

1. Definitions. "Service Provider" shall mean Badger Daylighting Corp. "Buyer" shall mean any party who contracts to purchase Services from Service Provider, as indicated on a service agreement or a statement of work. "Services" shall mean those services and any related goods ordered by Buyer from Service Provider pursuant to a service agreement accepted by Service Provider. "Credit Application" shall mean Service Provider's form of credit application, as may be amended from time to time, the review and written approval of which is a pre-requisite to Service Provider entering into any type of binding agreement with Buyer to provide Services. "USA" shall mean the United States of America.

2. Terms of Service Agreement Acceptance and Complete Agreement

(a) Acceptance. Buyer's order for Services is binding only when accepted in writing by an authorized representative of Service Provider, and is accepted subject to all of Service Provider's Standard Terms and Conditions of Services, which constitute the complete agreement between the parties. Buyer's acceptance of delivery and performance of Services evidences Buyer's acceptance of all of Service Provider's Standard Terms and Conditions of Services.

(b) No Acceptance. Service Provider's performance under any Buyer service agreement or a statement of work does not constitute an acceptance of any provision of any Buyer service agreement that is different from or additional to Service Provider's Standard Terms and Conditions of Services, and any such different or additional provisions are hereby expressly rejected and are void.

3. Buyer's Obligations.

(a) Services. Buyer shall: (i) cooperate with Service Provider in all matters relating to Services and provide such access to Buyer's premises, and other facilities as may reasonably be requested by Service Provider, for the purposes of performing Services; (ii) respond promptly to any Service Provider request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Service Provider to perform Services in accordance with the requirements of the service agreement; (iii) provide such Buyer materials or information as Service Provider may reasonably request and Buyer considers reasonably necessary to carry out Services in a timely manner and ensure that such Buyer materials or information are complete and accurate in all material respects; and (iv) obtain and maintain all necessary permits and consents and comply with all applicable laws in relation to Services before the date on which Services are to start.

(b) Shipment and Delivery. Any goods provided in relation to the Services are sold EXW Service Provider's Facility Incoterms 2010. The method and route of shipment shall be as mutually agreed in each accepted service agreement. Service Provider shall tender delivery of all such related goods to a carrier for transportation to Buyer's place of business. All costs of transportation, including, without limitation, taxes and standard insurance shall be assessed by Service Provider and borne by Buyer unless otherwise agreed to in writing by Service Provider. Service Provider shall invoice Buyer for all shipping related costs.

All risk of loss shall pass to Buyer when such related goods are made available to the carrier at Service Provider's facility, including, without limitation, all risks of loading, transportation, and shipment. Delivery and acceptance shall not be affected by a delay on the part of Buyer in accepting delivery. Shipment of such related goods held by reason of Buyer's request or inability to receive such related goods will be at the risk and expense of Buyer. Claims for shortages in shipment shall be deemed waived by Buyer unless made in writing to Seller within thirty (30) days from the date of invoice.

4. Buyer's Acts or Omissions. If Service Provider's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants or employees, Service Provider shall not be deemed in breach of its obligations under the service agreement or otherwise liable for any costs, charges or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay. breach of its obligations under the service agreement or otherwise liable for any costs, charges or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay.

5. Taxes and Fees. Unless expressly stated and agreed to in writing by Service Provider, quoted prices do not include any shipping and handling charges, sales, use, excise, or similar taxes or duties. Buyer shall pay these taxes directly if the law permits or shall reimburse Service Provider if Service Provider is required to collect and pay them.

6. Representations and Warranties; Limitation of Remedy.

(a) Service Provider represents and warrants to Buyer that it shall perform Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under the service agreement.

(b) Service Provider shall not be liable to a breach of the warranty set forth in Section 6(a) unless Buyer gives written notice of the defective Services, reasonably described, to Service Provider with three (3) days of the time when Buyer discovers or ought to have discovered that Services were defective.

(c) The sole and exclusive remedy of Buyer for any liability of Service Provider of any kind, including (i) warranty, express or implied, whether contained in the terms and conditions hereof or in any terms additional or supplemental hereto, (ii) contract, (iii) negligence, (iv) tort, or (v) otherwise, is limited to Service Provider's repair or re-performance of Services. The sole and exclusive remedy for goods related to Services shall be Service Provider's repair or replacement of those related goods the examination of which by Service Provider reveals material defects during the warranty period or, at Service Provider's option, a refund to Buyer of the money paid to Services Provider for such goods. The warranty period shall begin on the date of completion of Services on Service Provider's invoice and shall continue for a period of one (1) year therefrom for all Services. This limited warranty shall not extend to any Services that have been modified, disassembled, altered, changed, damaged, misused, repaired, misapplied or negligently maintained in any manner.

(d) EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 6(a) ABOVE, SERVICE PROVIDER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO SERVICES, EXPRESS OR IMPLIED, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; OR (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF



INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

7. Limitation of Liability.

(a) SERVICE PROVIDER'S LIABILITY SHALL BE LIMITED TO THE COST OF REPAIR AND RE-PERFORMANCE OF SERVICES WITHIN A REASONABLE PERIOD OF TIME FOLLOWING PROPER AND TIMELY NOTICE BY BUYER. IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE TO BUYER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT; OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER ESSENTIAL PURPOSE. IN NO EVENT SHALL SERVICE PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE SERVICE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO SERVICE PROVIDER. Buyer agrees to indemnify and hold Service Provider harmless from and against all liabilities, claims, or demands of third parties of any kind relating to Services and the use of any related goods arising after performance of Services.

(b) The limitation of liability set forth in Section 7(a) above shall not apply to (i) liability resulting from Service Provider's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Service Provider's negligent acts or omissions.

8. Rejection or Claims. A rejection of Services for non-conformity, or a claim of incomplete performance and/or damage by Buyer, shall not be effective unless it is made, and written notice thereof is given to Service Provider, within thirty (30) days after Services are provided to Buyer; or, with respect to any goods related to Services, within thirty (30) days after such related goods arrive at the destination specified in Service Provider's statement of work. Service Provider reserves the right to inspect the site of supposed non-conforming Services and to determine lack of conformity in its sole discretion.

9. Performance Dates. Service Provider shall use reasonable efforts to meet any performance dates specified in the service agreement, and any such dates shall be estimates only.

10. Failure to Take Delivery. If Buyer fails to take delivery of any goods related to Services, or any part thereof, such related goods not delivered shall be held at Buyer's sole risk in all respects. Service Provider, acting as Buyer's agent and at Buyer's expense, may thereafter store, insure and/or otherwise protect such related goods or may resell same for Buyer's account. The delivery date(s) quoted are based on Service Provider's best estimate of a realistic time when delivery to the carrier will be made, and are subject to confirmation at time of acceptance of any resulting Service Agreement. Service Provider reserves the right to make either early delivery or partial delivery upon prior notice to Buyer as provided in Section 23 hereof and to invoice Buyer accordingly.

11. Title and Risk of Loss or Damage. Title, risk of loss and/or damage shall pass to Buyer when any goods related to Services are made available to the carrier at Service Provider's facility.

12. Payment Terms.

All payments are due thirty (30) days from date of invoice in U.S. Dollars, unless otherwise specified by Service Provider. Buyer's failure to make payment when due will be a material breach of the service agreement and these Standard Terms and Conditions of Services. Subject to applicable law, amounts unpaid after such date may, at Service Provider's discretion, bear interest from the date of the invoice at a rate of one and one-half percent (1.5%) per month, or eighteen percent (18%) per annum. Service Provider shall be entitled to reimbursement from Buyer for all costs and fees, including reasonable attorneys' fees, incurred by Service Provider in the collection of any overdue amounts. Service Provider, at its sole option and without incurring any liability, may suspend its performance of Services until such time as any overdue payment is made or Service Provider receives assurances, adequate in Service Provider's opinion, that the payment will be promptly made. In the event of such suspension of performance of Services by Service Provider, there will be an equitable adjustment made to the remaining performance schedule and pricing to reflect the duration and cost resulting from such suspension. Buyer may only suspend performance upon Service Provider's written consent. In the event of such Buyer suspension, the performance time will be changed, taking into account the suspension, and Buyer will promptly pay Service Provider for all costs, including related overhead costs, resulting from such suspension. All terms of the Credit Application are incorporated into and are part of this Agreement.

For your convenience, Badger accepts payment in multiple forms including check, ACH, EFT, and certain credit cards. To the extent permitted by applicable law, payments made by credit card are subject to a surcharge equal to 3% of the transaction amount (or the highest percentage permitted by applicable law, if less than 3%).

13. Cancellation. Except as otherwise expressly provided in a statement of work, the service agreement shall be cancelled only by mutual written consent of the parties. Notice is hereby given that Service Provider shall not consent to cancellation if Buyer has bound itself to purchase Services. If Buyer is in default by failure to pay any previous invoice within credit terms at the expected date of performance of Services or any part thereof, has not otherwise performed or complied with any of the terms of the service agreement, in whole or in part; or becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors, or if Service Provider has received any adverse credit information about Buyer, Service Provider may delay performance and/or cancel performance of Services without liability. In the event of U.S. or foreign government intervention, trade restrictions, and/or quotas, which may delay or prevent performance of Services or any part thereof, Service Provider, at Service Provider's option, may cancel the performance of Services without liability. In the event any Services shall become subject to any governmental fees or duties not presently in effect or to any increase in any existing fee or duty, including any antidumping duty or countervailing duty, Service Provider shall have the right to cancel performance of Services without liability.



14. **Default.** If Buyer breaches or is otherwise in default under the service agreement or under any other contract between the parties hereto, Service Provider at its sole option, may defer performance of Services until the default is cured, or may treat the default as a repudiation by Buyer of the service agreement in its entirety, and hold Buyer liable for such damages as Service Provider may incur, including consequential and incidental damages. For purposes hereof, Buyer's insolvency shall be a default.

15. **Waiver.** No waiver by Service Provider of any of the provisions of the service agreement is effective unless explicitly set forth in writing and signed by Service Provider. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the service agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

16. **Force Majeure.** Service Provider shall be free from any liability for delay or failure in performance of Services arising from strikes, lockouts, labor troubles of any kind, accidents, perils of the sea, fire, earthquake, civil commotion, terrorist acts, war or consequences of war, government acts, restrictions or requisitions, failure of manufacturers or suppliers to deliver, bankruptcy or insolvency of manufacturers or suppliers, suspension of shipping facilities, act or default of carrier or any other contingency of whatsoever nature beyond Service Provider's control affecting production and performance of Services, including disturbances existing on the date of the service agreement or a statement of work. In such a situation, if performance is not made during the period contracted for, Buyer shall accept performance under the service agreement when performance is made; provided, however, Buyer shall not be obligated to accept performance if performance is not made within a reasonable time after the cessation of the aforementioned impediments or causes.

17. **Intellectual Property.** All the designs, know-how, innovations, inventions and discoveries related to Services provided under this transaction shall be and remain the property of Service Provider.

18. **Confidential Information.**

(a) All non-public, confidential or proprietary information of Service Provider, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, the "Confidential Information"), disclosed by Service Provider to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of Services and the service agreement is confidential, and shall not be disclosed or copied by Buyer without the prior written consent of Service Provider. Confidential Information does not include information that is (i) in the public domain; (ii) known to Buyer at the time of the disclosure; or (iii) rightfully obtained by Buyer on a non-confidential basis from a third party.

(b) Buyer agrees to use the Confidential Information only to make use of Services, and deliverables.

(c) Service Provider shall be entitled to injunctive relief for any violation of this Section.

19. **Integration.** The service agreement, these Standard Terms and Conditions of Services, and a statement of work supersede all prior negotiations, representations, agreements, quotes and catalogues, whether written or oral, and shall not be modified, supplemented or interpreted by evidence of course of dealing, course of performance or usage of trade. To the extent the provisions hereof conflict with any prior or subsequent agreement of the parties, these Standard Terms and Conditions of Services will control. Any amendment to these Standard Terms and Conditions of Services must be in writing and signed by both parties.

20. **Assignment.** Buyer acknowledges that no service agreement or statement of work, nor the obligations represented thereby, may be assigned or delegated, in whole or in part by Buyer, without the prior written consent of Service Provider. Buyer's unauthorized attempt to assign or delegate any rights or obligations shall serve as grounds for termination of the service agreement.

21. **Severability.** Service Provider and Buyer agree that each and every paragraph, sentence, clause, term and provision of these Standard Terms and Conditions of Services is severable and that, in the event any portion hereof is adjudged to be invalid or unenforceable, the remaining portions shall remain in full force and effect to the fullest extent permitted by law.

22. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in these Standard Terms and Conditions of Services or the service agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties; and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

23. **Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth in the service agreement or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in the service agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

24. **Governing Law; Venue.** All matters involving the validity, interpretation and application of these Standard Terms and Conditions of Services will be controlled by the laws of the State of Indiana, United States of America and Buyer and Service Provider hereby irrevocably consent to the jurisdiction of the state and federal courts located in Marion County, Indiana for the resolution of any disputes arising under these Standard Terms and Conditions of Services and the service agreement.

25. **Collection, Use and Disclosure of Information.**



Notwithstanding section 18, by submitting an application for the Services, Buyer consents to and authorizes Service Provider and its service providers to use the personal information, confidential information, financial information and other details (collectively "Information") about Buyer that Buyer has provided to:

- (a) Exchange Information and reports about Buyer with credit reporting agencies, credit reporting services including Creditsafe USA Inc., and other lenders (collectively "Credit Agencies") prior to the commencement of Services for the purposes of Service Provider providing credit to Buyer, including in the form of an outstanding receivable with the Service Provider for Services to be performed pursuant to these Service Provider's Standard Terms and Conditions of Services;
- (b) Conduct, or arrange for a Credit Agency to conduct, "soft" or "hard" credit checks from time to time for up to one year after Buyer submits an application and Service Provider exchanges Information with Credit Agencies;
- (c) Conduct, or arrange for third parties to conduct, risk assessments and identity and payment verification checks from time to time;
- (d) Assess Buyer's application for the Services based on the results of the credit, risk assessment, and identity and payment verification checks;
- (e) Periodically review and verify Buyer creditworthiness, establish credit and hold limits, help Service Provider collect a debt or enforce an obligation owed to Service Provider by Buyer, and/or manage and assess risk; and
- (f) Issue a decision to grant or deny Buyer's application for credit.

Service Provider shall determine in its sole discretion whether to grant any credit to Buyer and, if so, the amount of any such credit. Service Provider has no obligation to grant any credit, and any granting of credit is without commitment to provide any future credit. Buyer shall be responsible for all credit it receives from Service Provider, whether or not such credit exceeds authorized credit limits. In the event that Service Provider grants credit to Buyer and for a reasonable period of time afterwards, Service Provider may from time to time disclose Buyer's Information to other lenders and credit reporting agencies requesting such Information. Service Provider may obtain Information and reports about Buyer from third party providers such as Creditsafe USA Inc., and other Credit Agencies. Once Buyer has applied for credit with Service Provider, Buyer may not withdraw their consent to this exchange of Information.

For more information about the Service Provider's privacy policy and our collection and use of personal information, please see: [https://www.badgerinc.com/learn-about-badger/privacy\[1\]antispam-web-policy/](https://www.badgerinc.com/learn-about-badger/privacy[1]antispam-web-policy/).





Resolution #: R-82-25

Account: 01-60-628000

Approvals: *Author / Manager / Finance / Admin*

RCB RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 10/9/2025

Description: **A Resolution Approving Task Order No. 08 with Burns & McDonnell Engineering Co., Inc.**

Agenda Section: Engineering & Construction

Originating Department: Administration

The Commission entered into a Master Contract with Burns & McDonnell Engineering Co., Inc., dated October 21, 2022, for professional engineering services in connection with such discrete projects as are delineated and described in Task Orders to be approved by the Commission. Resolution No. R-82-25 would approve the following Task Order to the Master Contract:

Task Order No. 08: Hydraulic Model for a Theoretical Connection for the Illinois American Water Company

The Illinois American Water Company (ILAW) has approached the Commission to run hydraulic analyses for a theoretical connection to the future 54" diameter watermain to be constructed in unincorporated Kendall County for the WaterLink project. ILAW is preparing a planning document and is seeking information as to the scope of work and cost entailing a potential future connection for their Valley Marina service area including the potential need of a pumping station.

Burns & McDonnell (BMCD) has completed the calibration of the Commission's Hydraulic Model and is prepared to run the requested ILAW analyses at an estimated expense of \$26,300. In order to perform the analyses, ILAW is required to sign a Memorandum Of Understanding (MOU) and post a cash deposit of 125% of the estimated expense (\$32,875). No work will be performed by BMCD until the MOU has been received and funds are on deposit.

Recommended Motion:

To approve Resolution R-82-25

DUPAGE WATER COMMISSION

RESOLUTION NO. R-82-25

A RESOLUTION APPROVING AND RATIFYING CERTAIN TASK ORDERS
UNDER A MASTER CONTRACT WITH BURNS & MCDONNELL ENGINEERING CO., INC.

WHEREAS, the DuPage Water Commission (the "Commission") entered into a contract with Burns & McDonnell Engineering Co., 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 Task Orders 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 Task Orders 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-82-25.docx

EXHIBIT 1

Burns & McDonnell Engineering Co., Inc. Task Order No. 08



DuPage Water Commission

30 YEARS OF SERVICE
Puro. Essential. Stewardship.

October 6, 2025

Sean Carbonaro, P.E.
Senior Planning Engineer
Illinois/Iowa American Water
Sean.carbonaro@amwater.com

RE: Requested Hydraulic Analysis – Letter of Agreement

Dear Mr. Carbonaro,

In accordance with discussions held between the DuPage Water Commission (Commission) and Illinois American Water (ILAW) Staff, it has been determined that ILAW wishes to have hydraulic modeling analysis performed to determine the viability of constructing an interconnection between the two agencies.

In order to proceed with this work, Commission Staff has requested a cost proposal from Burns & McDonnell, the engineering consultant that currently manages hydraulic modeling efforts for the Commission. An associated Task Order for this work will be presented by the Commission's Board of Commissioners on October 16, 2025, in the amount of **\$26,300.00**, a copy of which is attached to this letter.

ILAW agrees that it is solely responsible to pay the costs incurred in conjunction with this work. In order to cover these costs, ILAW shall provide a cash deposit to the Commission in an amount equal to one hundred twenty-five percent (125%) of the estimated costs, which in this case amounts to a total of **\$32,875.00**. The Commission will apply these funds on deposit to the cost of the work. Work will not commence until the funds are deposited with the Commission. If at any time the Commission determines that the remaining funds are not, or may not be, sufficient to pay in full the remaining unpaid cost of the work, the Commission will soon notify ILAW, who shall deposit additional funds in the amount determined necessary by the Commission. Any funds that are not used from this deposit will be returned upon completion of the work.

The payment can be completed via ACH/Wire transfer via the following instructions:



If you wish to continue with this work under these terms, please provide confirmation by filling out the information below and returning a copy to my attention. Upon receipt, a fully executed copy will be returned for your records and the engineering consultant will be contacted to proceed with the work as described.

Illinois American Water Co.

Name: _____

Signature: _____

Title: _____

Date: _____

DuPage Water Commission

Name: _____

Signature: _____

Title: _____

Date: _____

Should you have any questions, please feel free to contact me at (630) 834-0100.

Sincerely,



Paul D. May, P.E.
General Manager

CC: R. Christopher Bostick, DWC
Jeff Loster, DWC

TASK ORDER NO. 08

In accordance with Section 1.1 of the Master Contract for Professional Engineering Services Owner and Consultant agree as follows:

1 . **Project:** ILAW Valley Marina Planning Study

This task order authorizes Consultant (Burns & McDonnell) to provide professional consulting services to support the Owner (DuPage Water Commission) for completing a hydraulic modeling planning study to analyze the feasibility of connecting the Illinois American (ILAW) Valley Marina System to the Owner's WaterLink Extension near the Fox River crossing. BMcD will utilize the latest hydraulic model developed by Consultant during Consultant's previously completed services authorized under Task Order No. 6 ("Hydraulic Model Development and Calibration").

2 . **Services of Consultant:**

Task 1 – Project Management Meetings

Task 1 includes participation in a virtual kick-off meeting between Owner and Consultant to review the project scope, schedule, and planned deliverables. An agenda will be submitted prior to the meeting, and meeting notes will be prepared and distributed.

Task 2 – Hydraulic Modeling

Consultant staff will perform a hydraulic modeling analysis for average day and maximum day demand conditions. This includes the following items for either Extended Period Simulations (EPS) or steady state modeling conditions, as described:

1. Perform six (6) hydraulic modeling simulations connecting ILAW Valley Marina to the proposed WaterLink Extension near the Fox River, including a total of two (2) Average Day Demand (ADD), and four (4) Maximum Day Demand (MDD) hydraulic modeling scenarios.
 - a. Scenario 1 (EPS):
 - i. Existing ADD: Existing DWC customers ADD (78 MGD) + WaterLink 2032 ADD 7 MGD) + ILAW Vally Marina ADD (0.114 MGD)
 - b. Scenario 2 (EPS):
 - i. Existing MDD: Existing DWC customers MDD (119 MGD) + WaterLink 2032 MDD (12 MGD) + ILAW Vally Marina MDD (1.7 x ILAW Valley Marina ADD or 0.194 MGD)
 - c. Scenario 3 (EPS):
 - i. Existing MDD: Existing DWC customers MDD (119 MGD) + WaterLink 2032 MDD (12 MGD) + ILAW Vally Marina MDD (3.0 x ILAW Valley Marina ADD or 0.342 MGD)
 - d. Scenario 4 (Steady State):
 - i. Future ADD: Existing DWC customers ADD (90 MGD) + WaterLink 2032 ADD 10 MGD) + ILAW Vally Marina ADD (0.114 MGD)
 - e. Scenario 5 (Steady State):
 - i. Future MDD: Existing DWC customers MDD (153 MGD) + WaterLink 2032 MDD (17 MGD) + ILAW Vally Marina MDD (1.7 x ILAW Valley Marina ADD or 0.194 MGD)
 - f. Scenario 6 (Steady State):
 - i. Future MDD: Existing DWC customers MDD (153 MGD) + WaterLink 2032 MDD (17 MGD) + ILAW Vally Marina MDD (3.0 x ILAW Valley Marina ADD or 0.342 MGD)
2. Refer to Figure 1 for additional details on the modeling approach to Scenarios 4, 5, and 6.

3. Consultant will report minimum, average, and maximum delivery pressures at the DWC 54" transmission main connection, centerline 647', to the ILAW Valley Marina System at State Road Route 31 for Scenarios 1 through 3. For Scenarios 1 through 4, only the steady state modeling pressure will be provided, which is estimated to be the approximate minimum delivery pressure. Metering head loss of 2 psi will be assumed for proposed meter station. This will not include any piping or other losses to deliver water to the Valley Marina System.
4. Upstream analysis will be performed by modeling the change in pressure at all existing DWC delivery structures for Scenarios 1-3. This upstream analysis will not be performed for Scenarios 4-6.
5. Downstream analysis will be performed by modeling the change in pressure at all proposed, WaterLink delivery structures for Scenarios 1-6.

A draft and final summary technical memorandum (TM), written in letter report format, will be provided to Owner that documents Tasks 2. One (1) Owner review and Consultant TM revision is assumed. Owner will provide review comments within two (2) weeks of receiving the draft TM.

Task Order Assumptions and Exclusions

1. Analysis will use the hydraulic model developed and calibrated during the project that was authorized under Task Order No. 6, except as modified herein.
 2. Analysis assumes throttling operations at the existing Standpipes, unless Owner directs otherwise.
 3. For Extended Period Simulations (EPS), ILAW demands are constant throughout the 24-hour period being simulated.
3. **Approvals and Authorizations:** Consultant shall obtain the following approvals and authorizations: None.
 4. **Commencement Date:**
October 17, 2025
 5. **Completion Date:**
6 weeks after all requested data is provided by Owner
 6. **Submittal Schedule:** None.
 7. **Key Project Personnel:**
Paul St. Aubyn – Project Manager
Joe Darlington – Client Services Manager
Tim Kargl – QAQC
Claire Samojedny – Hydraulic Modeling
 8. **Contract Price:**
For providing, performing, and completing all Services, the lump sum amount of \$26,300.
 9. **Payments:**
For purposes of payments to Consultant, the value of the Services shall be determined by Owner on the basis of Consultant's estimate of the proportion of total services actually completed at the time of invoicing.

10. Modifications to Contract: N/A

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 October 16, 2025.

DuPAGE WATER COMMISSION

By: _____

Paul D. May, P.E.
General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

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

BURNS & MCDONNELL ENGINEERING CO., INC.

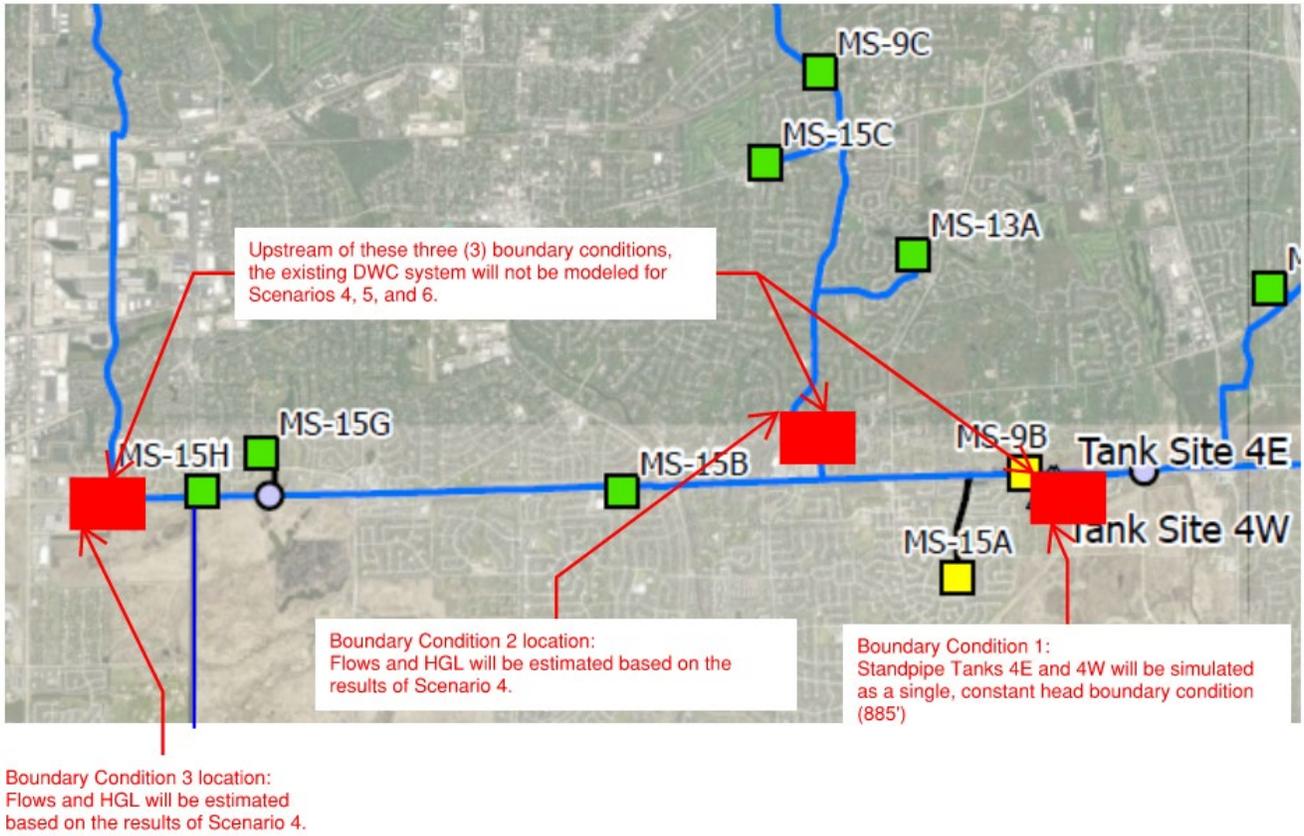
By: _____

Patrick Clifford
Regional Water Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Paul St. Aubyn, P.E.
Title: Project Manager
Address: 1431 Opus Place, Suite 400, Downers Grove, IL 60515
E-mail Address: pdst.aubyn@burnsmcd.com
Phone: (872) 804-9958

FIGURE 1





Resolution #: R-84-25

Account: 01-60-772500

Approvals: *Author / Manager / Finance / Admin*

PDM - CAP PDM

REQUEST FOR BOARD ACTION

Date: 10/7/2025

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

Agenda Section: Engineering & Construction

Originating Department: Administration

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

DWC has contracted with Consor/Woolpert/Raftelis to perform the Technical Advisor tasks, which cost is 30% reimbursed by NSMJAWA pursuant to a previously approved IGA. To date, the Technical Advisory team has prepared a comprehensive Business Case Analysis and Financial Strategy, Communication benchmarking and strategy, Risk Register and Critical Task Analysis, and an analysis of alternative project delivery approaches (design-build, CMAR, PDB, and others). Additionally, preparation of Governance alternatives and case studies are underway, along with continued engagement with stakeholders, regulatory agents, and prospective easement grantors and associated public bodies.

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

As early activities commenced, it became clear that prioritization of the bathymetry survey was important in order for lake bottom survey work to be completed during suitable summer weather

conditions. Therefore, that work was commenced and expended from the original funds authorized under Task Order #1. Amendment #1 seeks to re-assign the cost of the bathymetry survey (\$153,700) to following Technical Advisory tasks, as well as to provide a supplement of \$82,900 to further advance critical stakeholder engagement (easement and regulatory parties), therefore adjusting the approved not-to-exceed amount by \$236,600. Future Task Orders will be presented as necessary as the project continues to advance.

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

Recommended Motion:

To adopt Resolution R-84-25, authorizing approval of Amendment #1 to Task Order #1 of a Master Services Agreement with Consor/Raftelis to serve as Source Water Technical Advisor in an amount not to exceed \$236,600, which will be 30% reimbursed by NSMJAWA pursuant to the previously approved cost-sharing Intergovernmental Agreement.

DUPAGE WATER COMMISSION

RESOLUTION NO. R-84-25

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

WHEREAS, the DuPage Water Commission (the "Commission") entered into a contract with Consor North America, Inc. (the "Consultant") to provide, from time to time, professional engineering services in connection with various projects of the Commission (the "Master Contract"); and

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

WHEREAS, pursuant to Resolution No. R-41-25, the Commission approved Task Order No. 1 to the Master Contract for Professional Engineering Services for the DuPage Water Commission; and

WHEREAS, the Commission and Consultant desire to amend Task Order No. 1 to the Master Contract to provide additional funds to advance the Regional Source Water Project, and to increase the not-to-exceed cost of the services, the Board of Commissioners of the DuPage Water Commission hereby finding and determining that the changes are germane to the Task Order as signed, and/or the changes are in the best interest of the DuPage Water Commission and authorized by law; and

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

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

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

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

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

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

ADOPTED THIS _____ DAY OF _____, 2025.

James Zay, Chairman

ATTEST:

Danna Mundall, Clerk

Board/Resolutions/2025/R-84-25.docx

EXHIBIT 1

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



Amendment Request

Date: October 7, 2025

Project: Lake Michigan Water Supply Initiative

To: Paul May, General Manager, DuPage Water Commission
Ramesh Kanapareddy, Executive Director, NSMJAWA

From: Pete Mulvaney, Consor

Reviewed By: Guy Carpenter, Woolpert

Re: Amendment #1 to Technical Advisor Scope and Role

Adjusting for the costs expended for the marine geophysical survey completed by Seaworks will allow the completion of the Comprehensive Plan by January 1, 2026, as planned. This includes a written recommendation and documentation 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 advisory team anticipates expanding the scope of work to begin the stakeholder / easement procurement engagement which will help define the tunnel alignment.

Therefore, the Technical Advisors request an amendment to TO 01 as described below.

Cost Breakdown by Task

Bathymetric and Marine Survey	\$153,700
Critical Easement and Stakeholder Discussions	\$ 82,900
TOTAL	\$ 236,600



Future Cost Considerations

As the project progresses beyond these services, additional costs are anticipated such as those identified below. These may or may not be suitable for the Technical Advisory contract, but we can provide support for procurement as needed.

Anticipated Additional Procurement for 2026:

SERVICE	ROUGH COST ESTIMATE
• NEPA opening discussion with Agencies	~\$ 29,700
• Facilitate Governance Discussion	~\$69,100
• Mapping / Diagrams	~\$ 33,000
• Selection of Program Manager	~\$ 78,600
• Monthly Update to Boards/EC (12 months)	~\$ 56,500
• Tunnel / Geotech Expertise	~\$ 75,000
• Independent Cost Estimator	~\$ 150,000
• Geotechnical Investigations	~ \$ 3M
• Easement Management Tool	\$ 250,000

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

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission (“Owner”) and Consor North America, Inc. (“Consultant”), for Professional Engineering Services dated May 21, 2025 (the “Contract”), Owner and Consultant agree to amend, effective October 16, 2025, Task Order No. 1 to the Regional Source Water Technical Advisor Contract as follows:

1. Contract Price:

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

8. DIRECT COST TASK ORDER:

DIRECT COST TASK ORDER For use with single phase projects or multiple phase projects with uniform pricing: For providing, performing, and completing all Services, an amount equal to Consultant’s Direct Labor Costs times a factor of 3.1 for all Services rendered by principals and employees engaged directly on the Project, plus an amount equal to the actual costs of all Reimbursable Expenses. Notwithstanding the foregoing, the total Contract Price shall not exceed \$500,000, except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract. For use with multiple phase projects with separate pricing: For providing, performing, and completing each phase of Services, an amount equal to Consultant’s Direct Labor Costs times the following factor set forth opposite each such phase, plus an amount equal to the actual costs of all Reimbursable Expenses, but not to exceed, in each phase of Services, the following not to exceed amount set forth opposite each such phase except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract: Phase Direct Labor Cost Factor Not to Exceed / ADVISORY / 3.1 / \$736,600.

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

DuPAGE WATER COMMISSION

BY: _____
Paul D. May, PE
General Manager

CONSOR NORTH AMERICA, INC.

BY: _____



MEMORANDUM

To: Paul May, General Manager
From: Cheryl Peterson, Financial Administrator
Date: 10/7/2025
Subject: Accounts Payable Listings

Following is a summary of the Accounts Payable to be considered at the October 16, 2025, Commission meeting:

September 9, 2025, to October 7, 2025, A/P Report	\$12,705,422.85
Accrued and estimated payments required before November 2025 Commission meeting	<u>3,400,875.00</u>
Total	<u>\$16,106,297.85</u>

cc: Chairman and Commissioners



Payable Number	Description	Post Date	Payable Amount	Payable Count	Net Amount
Payable Account: 01-211000 - ACCOUNTS PAYABLE					
Vendor: 2277 000895120	AMERICAN PUBLIC WORKS ASSOCIATION Membership Renewal: Loster	09/23/2025	245.00	Payable Count: (1)	245.00 245.00
Vendor: 2283 INV0008531	BMO HARRIS CREDIT CARD Combined Statements: September 2025	09/30/2025	5,847.63	Payable Count: (1)	5,847.63 5,847.63
Vendor: 1135 INV0008547	CITY OF CHICAGO SUPERINTENDENT OF WATER COLLECTION WATER BILLING: September 2025	09/30/2025	12,410,114.10	Payable Count: (1)	12,410,114.10 12,410,114.10
Vendor: 1197 X721061	Core & Main LP Pipeline Supplies	09/30/2025	7,295.00	Payable Count: (1)	7,295.00 7,295.00
Vendor: 2343 2534775	DARIUSZ PANASZEK Professional Engineer License Fee Reimbursement	09/30/2025	125.00	Payable Count: (1)	125.00 125.00
Vendor: 2364 10839010467	Dell Marketing, L.P. Microsoft 365 Visio License Renewal	10/07/2025	640.00	Payable Count: (1)	640.00 640.00
Vendor: 2572 25-320	Easily Moved Equipment ULC Gantry with Extra Beam Trolley	09/30/2025	12,146.00	Payable Count: (1)	12,146.00 12,146.00
Vendor: 1096 900102978	Environmental Systems Research Institute, Inc. GIS Software Annual Maintenance Fee	10/07/2025	11,300.00	Payable Count: (1)	11,300.00 11,300.00
Vendor: 2171 135367 136026 136359	Friendly Ford Vehicle Maint: 2023 Ford Explorer Vehicle Maint: M220083 Vehicle Maint: 2023 Ford Explorer	09/30/2025 09/30/2025 09/30/2025	643.52 667.63 78.17	Payable Count: (3)	1,389.32 643.52 667.63 78.17
Vendor: 1055 9654669713 9654734194 9656856144 9657659786 9657749496 9657934890 9657934908 9659928874 9662269183	GRAINGER Pipeline Supplies Pipeline Supplies Instrumentation Supplies Pipeline Supplies Pipeline Supplies Pipeline Supplies Maintenance Supplies Instrumentation Supplies Maintenance Supplies	09/30/2025 09/30/2025 09/30/2025 09/30/2025 09/30/2025 09/30/2025 09/30/2025 10/07/2025 10/07/2025	427.59 1,379.98 494.65 637.69 1,853.44 2,404.65 1,888.02 478.69 2,073.50	Payable Count: (9)	11,638.21 427.59 1,379.98 494.65 637.69 1,853.44 2,404.65 1,888.02 478.69 2,073.50
Vendor: 1068 14667930 14672521 14687926	HACH COMPANY Laboratory Chemicals for Water Testing Laboratory Chemicals for Water Testing Laboratory Chemicals for Water Testing	09/16/2025 09/18/2025 09/30/2025	471.58 1,274.55 928.03	Payable Count: (3)	2,674.16 471.58 1,274.55 928.03
Vendor: 2528 PS-INV000319	HySafe Annual Standpipe Fall Protection System Recert	09/30/2025	4,715.00	Payable Count: (1)	4,715.00 4,715.00
Vendor: 1530 SIR011084	IRTH SOLUTIONS, INC. Annual User Fee: 10/1/25-9/30/26	10/02/2025	23,869.31	Payable Count: (1)	23,869.31 23,869.31
Vendor: 1054 52513843 52900799 53054418	MCMMASTER-CARR SUPPLY COMPANY Pipeline Supplies Pipeline Supplies Pipeline Supplies	09/30/2025 09/30/2025 10/07/2025	155.64 182.75 508.01	Payable Count: (3)	846.40 155.64 182.75 508.01
Vendor: 2198	Meccon Industries, Inc.			Payable Count: (1)	10,885.09

Board Open Payable Report

As Of 10/07/2025

Payable Number	Description	Post Date	Payable Amount		Net Amount
52278	Valve Replacement	09/30/2025	10,885.09		10,885.09
Vendor: 2189	NCPERS Group Life Ins.			Payable Count: (2)	88.56
INV0008492	NCPERS - IMRF 6641	09/12/2025	44.28		44.28
INV0008513	NCPERS - IMRF 6641	09/26/2025	44.28		44.28
Vendor: 1321	PERSPECTIVES, LTD.			Payable Count: (1)	273.00
PER-IN-107039	EMPLOYEE ASSISTANCE SVC: QUARTER 4	10/07/2025	273.00		273.00
Vendor: 2542	Radwell International LLC			Payable Count: (2)	722.54
35801368	Maintenance Supplies	10/07/2025	250.27		250.27
35801830	Algo Phone Interface Unit	10/07/2025	472.27		472.27
Vendor: 1730	RAILROAD MANAGEMENT COMPANY III, LLC			Payable Count: (1)	458.76
534725	License Fees: (1/10/26-1/9/27)	09/30/2025	458.76		458.76
Vendor: 1263	SKARSHAUG TESTING LABORATORY, INC.			Payable Count: (1)	421.25
289599	Electrical Glove and Boot Testing	09/30/2025	421.25		421.25
Vendor: 1726	SUPERIOR INDUSTRIAL EQUIPMENT CO			Payable Count: (3)	6,813.50
25-1645-1	HLP #7 Thrust Pad Replacement	09/30/2025	2,636.00		2,636.00
25-3672	Service for HLP 7 Mechanical Seal	09/30/2025	3,037.00		3,037.00
25-3673	Service for HLP 8 Mechanical Seal Noise	09/30/2025	1,140.50		1,140.50
Vendor: 2029	TREE TOWNS IMAGING & COLOR GRAPHICS			Payable Count: (1)	5.00
0000320839	Test Print for Entrance Map	09/23/2025	5.00		5.00
Vendor: 2096	William A. Fates			Payable Count: (1)	1,666.67
INV0008532	Service as Treasurer: October 2025	10/02/2025	1,666.67		1,666.67
Vendor: 2562	Xerox IT Solutions			Payable Count: (3)	2,187.20
01595545	LaserJet Printer	09/25/2025	699.00		699.00
01596114	LaserJet Printer Service	09/30/2025	189.00		189.00
01596952	Keeper Password Management Subscription	09/30/2025	1,299.20		1,299.20
			Payable Account 01-211000	Payable Count: (44)	Total: 12,516,366.70
Payable Account: 01-211030 - ACCTS PAYABLE - CONSTRUCTION					
Vendor: 2421	Burns & McDonnell Engineering Co., Inc.			Payable Count: (1)	189,056.15
186599-1	WaterLink Program Mgmt & Construction Engineering	09/30/2025	189,056.15		189,056.15
			Payable Account 01-211030	Payable Count: (1)	Total: 189,056.15

Payable Account Summary

Account	Count	Amount
01-211000 - ACCOUNTS PAYABLE	44	12,516,366.70
01-211030 - ACCTS PAYABLE - CONSTRUCTION	1	189,056.15
Report Total:	45	12,705,422.85

Payable Fund Summary

Fund	Count	Amount
01 - WATER FUND	45	12,705,422.85
Report Total:	45	12,705,422.85

DUPAGE WATER COMMISSION
ITEMS TO BE PAID BY 11-20-25
Board Meeting Date: October 16, 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 - \$2800 Training, \$200 Travel, \$350 Publications, \$450 Computers \$850 Professional Dues, \$350 Admin, \$850 Conferences			
250.00	Anderson - Pest Control			
500.00	Republic Services - Disposal Services			
500.00	Aramark - Supplies			
1,500.00	Cintas- Supplies			
250.00	Elecsys - Cell Data Services			
4,000.00	AL Warren - Fuel			
600.00	Toshiba - Copy and Lease Charges			
2,500.00	Multisystem Management - Cleaning Services			
625.00	Pitney Bowes - Postage			
8,000.00	Grainder - Supplies for Operations			
2,500.00	Verizon - Wireless Service			
500.00	Verizon Connect - Diagnostics			
100.00	City of Aurora - Microbial Analysis			
150.00	Logical Media - Hosting Services			
1,700.00	William Fates - Treasurer			
6,000.00	Baker Tilly			
45,000.00	Schirott, Luetkehans & Garner, LLC			
20,000.00	Schirott, Luetkehans & Garner, LLC - MOY			
100.00	Village of Northbrook - Stormwater Service (Quarterly)			
7,000.00	Xerox (Formerly IT Savvy) - Network Support			
200.00	Alexander Kefaloukos - Security			
600.00	Red Wing - Uniforms			
100.00	Elmhurst Occupational Health - New employee			
500.00	Elmhurst Standard Plaza - Vehicle Maintenance			
200.00	Sooper Lube - Vehicle Maintenance			
200.00	Sterling - Background Checks			
5,000.00	Storino Ramello & Durkin			
500.00	Local 399 Training courses			
4,500.00	Action Lock & Key - Lock Sets at Metering Stations			
28,000.00	American Cast Iron Pipe - Steel Pipe Replacement			
2,000.00	Automatic Mechanical - HVAC Repairs			
20,000.00	Badger Daylighting - Hydro Excavation on Manhole Vaults			
750.00	Beary - Tree Pruning			
700.00	Beary - Repair of Sprinkler Heads			
12,000.00	Beary - Dead Tree Felling at Northbrook			
2,000.00	Beary - Tanksite Landscaping			
2,000.00	Beary - Landscaping			
2,000.00	Bedrock - Landscaping			
3,100.00	Chicago Tribune - Legal Notice			
200.00	Cramer Marketing - Tax Forms			
100.00	Core & Main - Pipeline Supplies			
300.00	Daily Herald - Legal Notice			
3,000.00	Easily Moved Equipment - Storage Pallet for Gantry			
500.00	Ebel's Ace Hardware - Project Supplies			
18,000.00	Gasvoda - EIM Valve Actuator Parts			
200.00	GE Supply/Rexel - Replacement LED Driver			

**DUPAGE WATER COMMISSION
ITEMS TO BE PAID BY 11-20-25
Board Meeting Date: October 16, 2025**

1,100.00	GE Supply/Rexel - Replacement Rollers for Breaker Cart
2,000.00	Hach - Laboratory Chemicals for Water Testing
11,000.00	Hach - Wate Quality Supplies
3,700.00	Hazchem - Universal Waste and Disposal Pickup
2,000.00	Home Depot - Project Supplies
10,000.00	HySafe - Annual Standpipe Fall Protection Recertification
2,300.00	Mazzella - Annual Reulatory Crane & Hoist Inspections
1,500.00	M. Weed - IFMA Conference Expenses
600.00	Municipal Emergency Services - MSA Galaxy Charger
200.00	Municipal Emergency Services - Gas Cylinder for Galaxy Station
900.00	Office Depot - Office Supplies
1,800.00	Perma-Seal - Leaking Link Seal Repair
1,000.00	Program One - Window Cleaning
300.00	Radwell - Alternating Relays for Parco System
100.00	Radwell - Phone Interface Unit
400.00	SafetySign - No Trespass Signs for Northbrook
3,600.00	Save-A-Life - 1st Aid/CPR/AED/BPP Training
7,600.00	Schneider Electric - Security Camera Computer Replacements
500.00	Schneider Electric - Labor Charges
300.00	Shaw - Legal Notice
10,000.00	Sonectics - Communication Headsets
1,200.00	Specialty Mat - Mat Service
200.00	Staples - Office Supplies
20,000.00	Superior Industrial - HLP & Mechanical Seal Service
7,000.00	WEG Electric - Resistor Rings
65,000.00	Hexagon - Annual Software Maintenance
750,000.00	LAN - Waterlink Design
1,000.00	DeLasCasas - Task Order 11 Annual Test Point Survey
250,000.00	Burns & McDonnell - WaterLink Program Management
25,000.00	Burns & McDonnell - WaterLink Bood Road CE
10,000.00	Burns & McDonnell - Hydraulic Modeling
35,000.00	AECOM - Lombard MS/PAS Design
200,000.00	Baxter & Woodman/Boller Construction - SCADA
30,000.00	Carollo - SCADA
30,000.00	Strand - SCADA
60,000.00	Schneider Electric - Access Control, Misc Items
6,000.00	Triton Electronics - Equipment Calibration
10,000.00	Concentric - Meter Shop PC Upgrade
1,000.00	Radwell - Phone interface spare purchase
6,000.00	AECOM - Tollway Review
23,000.00	Benchmark - R-27-25
750,000.00	AJ Gallagher -- Property Insurance Renewal
5,000.00	AJ Gallagher - Treasurer Bond
10,000.00	Tai Ginsberg - Source Water Project
10,000.00	Marquardt & Humes
<hr/>	
3,400,875.00	



MEMORANDUM

To: Commissioners

From: Paul D. May, P.E., General Manager

Date: October 9, 2025

Subject: Luetkehans, Brady, Garner & Armstrong August 2025 Invoices

I reviewed the Luetkehans, Brady, Garner & Armstrong invoices for services rendered during the period of August 1, 2025 through August 31, 2025 and recommend it for approval. The invoices should be placed on the October 16, 2025 Commission meeting accounts payable.

July 2025

Luetkehans Brady Garner & Armstrong

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
General	\$6,292.00	24.20	\$260.00	Luetkehans (8.70 @ \$260/hr.) Garner (7.10 @260/hr) Armstrong (8.40 @260/hr.) Gonzales (0.20 @260/hr)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
MaRous & Company	\$0.00				
Misc:	\$38.99				
Total:	\$6,330.99	24.20	\$260.00		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
Source Water	\$806.00	3.10	\$260.00	Luetkehans (3.10 @260/hr.)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Previous Balance					
Misc Credits:	\$ -				
Total:	\$806.00	3.10	\$260.00		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
MOY Land Acquisition	\$13,234.00	50.90	\$260.00	Luetkehans (23.70 @ \$260/hr.) Garner (26.70 @260/hr.) Armstrong (0.50 @ \$260/hr)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Misc:	\$0.00				
Total:	\$13,234.00	50.90	\$260.00		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
Chicago Contract	\$1,014.00	3.90	\$260.00	Luetkehans (2.60@\$260/hr) Garner (1.30@ \$260/hr.)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Misc:	\$0.00				
Misc: Georges & Synowiecki	\$210.00				
Total:	\$1,224.00	3.90	\$260.00		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
MOY Construction	\$1,092.00	4.20	\$260.00	Armstrong (4.20 @ \$260/hr)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Misc:	\$0.00				
Misc:	\$0.00				
Total:	\$1,092.00	4.20	\$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: \$23,310.99 82.10 \$260.00



Resolution #: R-81-25

Account: Revenue

Approvals: *Author / Manager / Finance / Admin*

PDM - CAP PDM

REQUEST FOR BOARD ACTION

Date: 3/5/2025

Description: **Second Amendment to property sales agreement / 75th Street**

Agenda Section: Executive Session

Originating Department: Administration

Due to the unexpected size and type of the wetlands on the property, the contract purchaser desires to change the type of product it seeks to have approved from detached single-family homes to attached single-family homes to preserve the wetlands and associated buffer. Based upon the change in type of residences being sought due to the significant amount of wetlands on the Property, the Parties determined it is not justified to require payment of an additional premium for each lot over the established \$14,000,000 purchase price.

Recommended Motion:

To adopt Resolution R-81-25

DUPAGE WATER COMMISSION

RESOLUTION NO. R-81-25

A RESOLUTION RATIFYING THE EXECUTION OF A SECOND AMENDMENT TO THE VACANT LAND PURCHASE AND SALE AGREEMENT FOR THE SALE OF 32.47 ACRES ADJACENT TO 75TH STREET IN UNINCORPORATED DUPAGE COUNTY

WHEREAS, the DuPage Water Commission (the “Commission”) is a County Water Commission organized and existing under the laws of Illinois including, without limitation, the Water Commission Act of 1985 (the “Act”) (70 ILCS 3720/0.001 *et seq.*) and the Illinois Municipal Code (65 ILCS 5/11-135-1 *et seq.*) (the “Code”);

WHEREAS, the Commission owns various parcels of real property, including vacant land on 75th Street in unincorporated DuPage County (the “Property”);

WHEREAS, the Commission has the power to sell, lease, transfer or dispose of real property as it deems appropriate in the exercise of its powers for its lawful purposes; and

WHEREAS, as expressed in Resolution No. 47-25, the Commission previously approved entering into a Vacant Land Purchase and Sale Agreement (the “Agreement”) with Pulte Home Company, LLC (“Pulte”) to sell the Property;

WHEREAS, the Board of Commissioners authorized the Commission to take whatever steps necessary to complete the sale of the Property to Pulte in accordance with the terms of the Agreement;

WHEREAS, the Parties previously executed the First Amendment to the Vacant Land Purchase and Sale Agreement;

WHEREAS, due to the unexpected size and type of the wetland on the Property, Pulte desires to change the type of product it seeks to have approved on the Property from detached single-family

homes to attached single-family homes and, hence, will seek governmental approval of more units/lots than was originally anticipated when the Agreement was entered into;

WHEREAS, based upon the change in type of residences being sought due to the significant amount of wetlands on the Property, the Parties determined it is not justified to require payment of an additional \$233,000.00 for each lot over the \$14,000,000.00 Purchase Price as set forth in the Agreement; and

WHEREAS, the Commission deems it to be in the best interests of the Commission to approve the Second Amendment to Vacant Land Purchase and Sale Agreement attached hereto as Exhibit 1, which retains the originally established Purchase Price of \$14,000,000.00, but eliminates the premium charge for additional units regardless of the number of lots or units approved.

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 Commission approves the Second Amendment to Vacant Land Purchase and Sale Agreement attached hereto as Exhibit 1 and authorizes its execution by General Manager May on behalf of the Commission.

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

	Aye	Nay	Absent	Abstain
Cuzzone, N.				
Fennell, J.				
Greaney, S.				
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 Zay, Chairman

ATTEST:

Danna Mundall, Clerk

Board/Resolutions/2025/R-81-25docx

EXHIBIT 1



Resolution #: O-11-25

Account: 01-80-852010

Approvals: *Author / Manager / Finance / Admin*

JL JML CAP PDM

REQUEST FOR BOARD ACTION

Date: 10/9/2025

Description: **Ordinance to Approve Negotiation Authority for Property (Easement) Acquisitions Associated with the WaterLink Pipeline Project**

Agenda Section: Engineering & Construction

Originating Department: Engineering

Ordinance No. O-11-25 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-11-25

DUPAGE WATER COMMISSION

ORDINANCE NO. O-11-25

AN ORDINANCE AUTHORIZING THE NEGOTIATION FOR THE ACQUISITION OF EASEMENTS BY THE
DUPAGE WATER COMMISSION OVER CERTAIN PROPERTY FOR THE PURPOSE OF PROVIDING
WATER TO THE VILLAGE OF MONTGOMERY, THE VILLAGE OF OSWEGO
AND THE UNITED CITY OF YORKVILLE

WHEREAS, the DuPage Water Commission (the "Commission") is a duly authorized and existing Water Commission created and existing pursuant to Illinois law, including but not limited to the Water Commission Act of 1985, 70 ILCS 3720/0.001 *et seq.*; and

WHEREAS, the statutes of the State of Illinois pertaining to such matters provide that Water Commissions shall have the power to construct any waterworks improvements or extensions of mains, pumping stations, reservoirs or other appurtenances thereto (the "Waterworks Improvements"); and

WHEREAS, the Commission has entered into Water Purchase and Sale Agreements with the Village of Montgomery, the Village of Oswego and the United City of Yorkville (collectively the "Water Purchase and Sale Agreements"); and

WHEREAS, the Water Purchase and Sale Agreements and other related agreements with the Village of Montgomery, the Village of Oswego and the United City of Yorkville (the "Municipalities") require that the Commission construct Waterworks Improvements in order to provide water service to the Municipalities; and

WHEREAS, the Commission hereby finds it in the best interests of the Commission and hereby instructs the General Manager and his staff to take the necessary steps to construct the Waterworks Improvements that are necessary to comply with the terms of the Purchase and Sale Agreements; and

WHEREAS, the statutes of the State of Illinois pertaining to such matters provide that Water Commissions shall have the power to acquire lands for the purpose of, *inter alia*, constructing any waterworks improvements or extensions of mains, pumping stations, reservoirs or other appurtenances thereto; and

WHEREAS, the Board of Commissioners of the Commission deem it advisable and in the public interest and welfare to acquire easements over real estate for the purpose of constructing Waterworks Improvements to provide water service to the Municipalities; and

WHEREAS, in accordance with the property ownership disclosure requirement imposed on units of local government as set forth in 50 ILCS 105/3.1, the Commission has obtained title commitments identifying the record title holders of the real estate described in the attached Exhibits 1 through 11; 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 11 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 11 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 11, 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-11-25.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: TW-6/25 (Section 2)
Section: 1-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0105 Permanent Easement

Index No.: 03-01-377-002

That part of the Southwest Quarter of Section 1, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the southwest corner of said Southwest Quarter; thence North 89 degrees 04 minutes 52 seconds East along the south line of said Southwest Quarter a distance of 1333.80 feet, to the center line of the original Aurora and Plainfield Road also being the easterly line of property acquired by the State of Illinois by Final Judgment Order Document Number 2021-00021402 and the Point of Beginning; thence North 00 degrees 47 minutes 08 seconds West along said east line a distance of 192.30 feet, to a bend in said easterly line; thence North 65 degrees 20 minutes 59 seconds East through a point on a westerly line of property conveyed to the State of Illinois by Order Vesting Title Document Number 2018-00014781 which point is 118.13 feet southerly of the west most northwest corner of said property conveyed to the State of Illinois by Order Vesting Title Document Number 2018-00014781 as measured along said westerly line, a distance of 106.74 feet, to a point on the southwesterly line of U.S. Route 30 per dedication for public road purposes per Book 116, Page 141, which point is 6.92 feet southerly of the southeast corner of said property conveyed to the State of Illinois by Order Vesting Title Document Number 2018-00014781 as measured along said southwesterly line of U.S. Route 30 per dedication for public road purposes per Book 116, Page 141; thence southeasterly along said southwesterly line being a non-tangential curve to the left, having a radius of 1482.70 feet, an arc length of 22.65 feet, a chord bearing of South 52 degrees 39 minutes 55 seconds East, and a chord length of 22.65 feet; thence South 65 degrees 20 minutes 59 seconds West a distance of 116.94 feet, to a line 8.50 feet east of and parallel with said easterly line of property acquired by the State of Illinois by Final Judgment Order Document Number 2021-00021402; thence South 00 degrees 47 minutes 08 seconds East along said parallel line a distance of 174.16 feet, to said south line of the Southwest Quarter; thence South 89 degrees 04 minutes 52 seconds West along said south line a distance of 8.50 feet, to the Point of Beginning, (except that part thereof lying within said property conveyed to the State of Illinois by Order Vesting Title Document Number 2018-00014781) and also

(except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.072 acres, more or less or 3,127 square feet, more or less.

**TEMPORARY CONSTRUCTION
EASEMENT AGREEMENT**

THIS AGREEMENT is made as of this ____
day of _____, 2025 by and between

(collectively referred to as “Grantor”) and the
DUPAGE WATER COMMISSION, a County
Water Commission and Public Corporation under
65 ILCS 5/11-135-1, *et seq.* and 70 ILCS
3720/0.001, *et seq.* (hereinafter “Grantee”).

FOR RECORDER'S USE ONLY

WHEREAS, the Grantee desires to construct a water main and other related fixtures and appurtenances (collectively, the “Facilities”) to be located on property owned by Grantor; and

WHEREAS, the Grantee desires to enter on to Grantor’s property to construct said Facilities and, to allow same, Grantor desires to grant a temporary easement over Grantor’s property to allow Grantee sufficient space to construct said Facilities under the terms contained herein.

WITNESSETH

1. **Incorporation of Recitals and Easement Agreement.** The Recitals set forth above are incorporated herein by this reference and made a part of the substantive terms of this Agreement as if once again fully set forth.

2. **Temporary Easement.** Grantor, for and in consideration of the sum of _____ and No/100 Dollars (\$ _____), and other good and valuable

consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the Temporary Construction Easement Exhibit (the “Temporary Easement Area”), attached hereto as Exhibit A, to complete the construction and installation of the Facilities. Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor’s access, as currently existing, to the Grantor’s property in exercising its rights granted herein.

3. Expiration. This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire, without any action by either party, three years from the date of the execution of this Agreement by Grantee.

4. Liens. Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor or the Temporary Easement Area in favor of Grantee or Grantee’s consultants or subcontractors (“Grantee’s Agents”). Grantee shall indemnify, defend and hold harmless Grantor and the Temporary Easement Area from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee or Grantee’s Agents, and, in the event that any such lien shall arise or accrue against Grantor or the Temporary Easement Area, Grantee shall, promptly following written notice from Grantor of the lien, cause such lien to be released of record by payment thereof or posting of a bond with Grantor in a form and amount which is reasonably satisfactory to Grantor.

5. Restoration. Grantee shall restore that portion of Grantor’s property damaged and/or disturbed by Grantee during the original installation of Grantee’s facilities on the Temporary Easement Area to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor’s property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting,

Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Temporary Easement Area may be temporarily removed during original installation of Grantee's Facilities on the Temporary Easement Area, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

6. **Reservation.** Grantor reserves the right to use and to allow others the right to use the Temporary Easement Area in any manner that will not adversely affect or materially interfere with the exercise by Grantee of the rights herein granted.

7. **Insurance.** Prior to entry upon the Temporary Easement Area, and at all times during use of the Temporary Easement Area, Grantee and/or Grantee's agents shall have in effect worker's compensation insurance with statutory limits of coverage and commercial general liability insurance naming Grantor as an additional insured with waiver of subrogation and with limits not less than One Million Dollars (\$1,000,000) for personal injury, including bodily injury and death, and property damage. Upon written request of Grantor, Grantee shall deliver to Grantor certificates of insurance evidencing such coverage.

8. **Release of Claims; Indemnity.** Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, Grantor's beneficiary(ies) and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "Grantor Indemnites") from any and all liability, loss, claims,

demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for damage, destruction or theft of property which is directly or indirectly due to operations on, or the use of, the Temporary Easement Area (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities) by Grantee, its agents, employees and contractors, and for those claiming through any of them (collectively the "Grantee Group"), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions.

To the fullest extent permitted by law, Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to Grantee's activities, operations or use of the Temporary Easement Area, or the exercise of Grantee's rights hereunder, by Grantee Group or any member thereof (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions. Grantee will be responsible for all safety measures during the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities to prevent injury to person or damage to property.

9. Exceptions. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and

regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. Damages. To the extent Grantee is unable to restore Grantor's property, Grantee shall reimburse Grantor for any damages to Grantor's property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

11. Grantee's Execution. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

12. Modification or Termination. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of _____ County, Illinois.

13. Notices. All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR:

Email: _____

with a copy to:

Email: _____

If to GRANTEE:

Paul May
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

with a copy to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
Email: pal@lbgalaw.com

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

GRANTOR:

GRANTEE:

DUPAGE WATER COMMISSION

By: _____

Its: _____

**This instrument prepared by
and after recording return to:**

Phillip A. Luetkehans, Esq.
LUETKEHANS, BRADY, GARNER & ARMSTRONG, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
pal@lbgalaw.com
630-773-8500

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

Route: TW-6/25 (Section 2
Section: 1-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0105 Temporary Easement

Index No.: 03-01-377-002

That part of the Southwest Quarter of Section 1, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the southwest corner of said Southwest Quarter; thence North 89 degrees 04 minutes 52 seconds East along the south line of said Southwest Quarter a distance of 1333.80 feet, to the center line of the original Aurora and Plainfield Road also being the easterly line of property acquired by the State of Illinois by Final Judgment Order Document Number 2021-00021402; thence North 00 degrees 47 minutes 08 seconds West along said east line a distance of 192.30 feet, to a bend in said easterly line; thence North 65 degrees 20 minutes 59 seconds East through a point on a westerly line of property conveyed to the State of Illinois by Order Vesting Title Document Number 2018-00014781 which point is 118.13 feet southerly of the west most northwest corner of said property conveyed to the State of Illinois by Order Vesting Title Document Number 2018-00014781 as measured along said westerly line, a distance of 106.74 feet, to a point on the southwesterly line of U.S. Route 30 per dedication for public road purposes per Book 116, Page 141, which point is 6.92 feet southerly of the southeast corner of said property conveyed to the State of Illinois by Order Vesting Title Document Number 2018-00014781 as measured along said southwesterly line of U.S. Route 30 per dedication for public road purposes per Book 116, Page 141; thence southeasterly along said southwesterly line being a non-tangential curve to the left, having a radius of 1482.70 feet, an arc length of 22.65 feet, a chord bearing of South 52 degrees 39 minutes 55 seconds East, and a chord length of 22.65 feet, to the Point of Beginning; thence South 65 degrees 20 minutes 59 seconds West a distance of 116.94 feet, to a line 8.50 feet east of and parallel with said easterly line of property acquired by the State of Illinois by Final Judgment Order Document Number 2021-00021402; thence South 00 degrees 47 minutes 08 seconds East along said parallel line a distance of 11.37 feet; thence North 80 degrees 03 minutes 06 seconds East a distance of 86.89 feet; thence North 46 degrees 13 minutes 33 seconds East a distance of 49.19 feet, to said southwesterly line of U.S. Route 30 per dedication for public road purposes per Book 116, Page 141; thence northwesterly along said southwesterly line being a non-tangential curve to the right, having a radius of 1482.70 feet, an arc length

of 18.64 feet, a chord bearing of North 53 degrees 27 minutes 48 seconds West, and a chord length of 18.64 feet, to the Point of Beginning; (except that part thereof lying within said property conveyed to the State of Illinois by Order Vesting Title Document Number 2018-00014781) and also (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.063 acres, more or less or 2,740 square feet, more or less.

**GRANT OF
PERMANENT EASEMENT
TO DUPAGE WATER COMMISSION**

_____,
their successors, assigns, heirs, administrators and
executors (hereinafter collectively referred to as
“Grantor”), for and in consideration of the sum of
_____ and No/100 Dollars
(\$ _____), and other good and valuable
consideration, in hand paid by DuPAGE WATER
COMMISSION, a County Water Commission and
Public Corporation under 65 ILCS 5/11-135-1, et
seq. and 70 ILCS 3720/1, et seq. (hereinafter
“Grantee”), the sufficiency and receipt of which is
hereby acknowledged, do hereby give and grant
unto said Grantee, its successors and assigns, a
perpetual, exclusive easement and right-of-way for the purpose of laying, installing, maintaining, operating,
renewing, repairing, replacing and removing water mains, manholes and manhole structures, and other
facilities and equipment related thereto (hereinafter “Grantee’s Facilities”), in, upon, under, along and across
the following described property (hereinafter “Easement Premises”):

SEE EXHIBIT “A” ATTACHED HERETO.

together with reasonable right of access thereto for said purposes. This Permanent Easement is exclusive to
Grantee. Grantor hereby reserves the right to use the Easement Premises above grade in a manner that does
not prevent or interfere with the exercise by Grantee of the rights granted under this Permanent Easement
provided, however, that Grantor shall not use or place, or cause or permit to be used or placed, within the
Easement Premises any structure, equipment or item whose weight or load will cause damage to Grantee’s
Facilities or which will in any manner interfere with, disturb, damage, destroy, injure, obstruct or permit to
be obstructed Grantee’s Facilities or the Easement Premises, shall not interfere with Grantee’s access to the
Easement Premises or Grantee’s Facilities, and shall not connect or permit the connection of Grantee’s
Facilities to any of Grantor’s facilities at any time whatsoever without the prior written consent of Grantee.

Grantee shall restore that portion of Grantor’s Property damaged and/or disturbed by Grantee during the
original installation of Grantee’s Facilities on the Easement Premises and during any subsequent
maintenance, repair, replacement or removal of Grantee’s Facilities on the Easement Premises to a condition
as good as, or better than, that which existed immediately prior to Grantee entering Grantor’s Property for
such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent
upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a
timely manner. Grantor agrees that Grantor’s sign(s) and/or mailbox(es) in or near the Easement Premises
may be temporarily removed during original installation or during maintenance, repair, replacement or
removal of Grantee’s Facilities on the Easement Premises, and Grantee agrees, at its sole cost, to repair and
restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as
good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or
mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

To the fullest extent permitted by law, the Grantee agrees to indemnify, defend and hold Grantor, its officers,

directors, employees and tenants harmless from and against all liability, claims, damages, losses and reasonable expenses arising out of or resulting from the Easement Agreement, excepting, however, any such matters which arise out of the acts or omissions of Grantor or their agents, employees, successors, assigns, heirs, administrators, executors or affiliates.

Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor’s access, as currently existing, to the Property in exercising its rights granted herein. Grantee shall access the Easement and its facilities utilizing the Easement Premises or public rights-of-way, provided that if Grantee requires temporary access to its Easement and facilities through Grantor’s Property, Grantee shall provide notice thereto to Grantor and the parties shall negotiate in good faith to provide such temporary access. Grantor’s consent to such temporary access shall not be unreasonably withheld, conditioned or delayed, and Grantee shall restore any part of the Grantor’s Property damaged as a result of such utilization to at least as good a condition it was prior to Grantee utilizing the temporary access.

Grantor represents and warrants to the Grantee that the Grantor (i) is the true and lawful owner of the Property described herein and has full right and power to grant and convey the rights granted and conveyed herein, and (ii) has not granted any other permanent rights to, through, across or along the Easement Premises that would prevent Grantee from utilizing the Easement Premises for the intended purposes.

By recording this Grant of Easement, Grantee acknowledges its acceptance hereof and its obligations hereunder and agrees to be bound by the terms hereof.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this _____ day of _____, A.D., 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: 0227 Permanent Easement

Index No.: 03-07-202-010

That part of the Northeast Quarter of Section 7, 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 most northerly corner of Unit One Commerce Industrial Park, a subdivision of part of said Northeast Quarter of Section 7, according to the plat thereof recorded as Document Number 165394; thence North 42 degrees 50 minutes 04 seconds East along the northerly prolongation of the easterly line of Commerce Road per said Document Number 165394 a distance of 440.00 feet; thence North 46 degrees 49 minutes 55 seconds West a distance of 35.00 feet along a line the prolongation of which intersects the easterly right of way line of the Burlington Northern Railroad at a point an arc distance of 440.00 feet northerly of the most northerly corner of Lot 3 in said Unit One Commerce Industrial Park, as measured along said easterly right of way line having a radius of 11,509.29 feet; thence south 42 degrees 50 minutes 04 seconds West along a line 35.00 feet northerly of and parallel with said northerly prolongation of the easterly line of Commerce Road a distance of 439.99 feet, to the northerly line of said Unit One Commerce Industrial Park; thence South 46 degrees 49 minutes 14 seconds East along said northerly line a distance of 35.00 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 0.354 acres, more or less or 15,400 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: 27-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0339 Permanent
Easement
Index No.: 03-22-300-003
03-22-300-004
03-27-100-002
03-27-100-003

That part of the East Half of the Northwest 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 East Half of the Northwest Quarter; thence North 88 degrees 42 minutes 05 seconds East along the south line of said East Half of the Northwest quarter a distance of 147.29 feet, to the Point of Beginning; thence North 36 degrees 18 minutes 16 seconds East a distance of 41.65 feet, to a line 33.00 feet north of and parallel with said south line of the East Half of the Northwest Quarter; thence North 88 degrees 42 minutes 05 seconds East along said parallel line a distance of 1085.44 feet; thence North 43 degrees 31 minutes 00 seconds East a distance of 46.52 feet, to a line 66.00 feet north of and parallel with said south line of the East Half of the Northwest Quarter; thence North 88 degrees 42 minutes 05 seconds East along said parallel line a distance of 26.66 feet, to the east line of said Northwest Quarter; thence South 01 degrees 20 minutes 18 seconds East along said east line a distance of 15.00 feet, to a line 51.00 feet north of and parallel with said south line of the East Half of the Northwest Quarter; thence South 88 degrees 42 minutes 05 seconds West along said parallel line a distance of 20.43 feet; thence South 43 degrees 31 minutes 00 seconds West a distance of 46.52 feet, to a line 18.00 feet north of and parallel with said south line of the East Half of the Northwest Quarter; thence South 88 degrees 42 minutes 05 seconds West along said parallel line a distance of 1084.30 feet; thence South 36 degrees 18 minutes 16 seconds West a distance of 22.72 feet, to said south line of the East Half of the Northwest Quarter; thence South 88 degrees 42 minutes 05 seconds West along said south line a distance of 18.93 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 0.409 acres, more or less or 17,807 square feet, more or less.

**TEMPORARY CONSTRUCTION
EASEMENT AGREEMENT**

THIS AGREEMENT is made as of this ____
day of _____, 2025 by and between

(collectively referred to as “Grantor”) and the
DUPAGE WATER COMMISSION, a County
Water Commission and Public Corporation under
65 ILCS 5/11-135-1, *et seq.* and 70 ILCS
3720/0.001, *et seq.* (hereinafter “Grantee”).

FOR RECORDER'S USE ONLY

WHEREAS, the Grantee desires to construct a water main and other related fixtures and appurtenances (collectively, the “Facilities”) to be located on property owned by Grantor; and

WHEREAS, the Grantee desires to enter on to Grantor’s property to construct said Facilities and, to allow same, Grantor desires to grant a temporary easement over Grantor’s property to allow Grantee sufficient space to construct said Facilities under the terms contained herein.

WITNESSETH

1. **Incorporation of Recitals and Easement Agreement.** The Recitals set forth above are incorporated herein by this reference and made a part of the substantive terms of this Agreement as if once again fully set forth.

2. **Temporary Easement.** Grantor, for and in consideration of the sum of _____ and No/100 Dollars (\$ _____), and other good and valuable

consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the Temporary Construction Easement Exhibit (the “Temporary Easement Area”), attached hereto as Exhibit A, to complete the construction and installation of the Facilities. Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor’s access, as currently existing, to the Grantor’s property in exercising its rights granted herein.

3. Expiration. This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire, without any action by either party, three years from the date of the execution of this Agreement by Grantee.

4. Liens. Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor or the Temporary Easement Area in favor of Grantee or Grantee’s consultants or subcontractors (“Grantee’s Agents”). Grantee shall indemnify, defend and hold harmless Grantor and the Temporary Easement Area from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee or Grantee’s Agents, and, in the event that any such lien shall arise or accrue against Grantor or the Temporary Easement Area, Grantee shall, promptly following written notice from Grantor of the lien, cause such lien to be released of record by payment thereof or posting of a bond with Grantor in a form and amount which is reasonably satisfactory to Grantor.

5. Restoration. Grantee shall restore that portion of Grantor’s property damaged and/or disturbed by Grantee during the original installation of Grantee’s facilities on the Temporary Easement Area to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor’s property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting,

Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Temporary Easement Area may be temporarily removed during original installation of Grantee's Facilities on the Temporary Easement Area, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

6. **Reservation.** Grantor reserves the right to use and to allow others the right to use the Temporary Easement Area in any manner that will not adversely affect or materially interfere with the exercise by Grantee of the rights herein granted.

7. **Insurance.** Prior to entry upon the Temporary Easement Area, and at all times during use of the Temporary Easement Area, Grantee and/or Grantee's agents shall have in effect worker's compensation insurance with statutory limits of coverage and commercial general liability insurance naming Grantor as an additional insured with waiver of subrogation and with limits not less than One Million Dollars (\$1,000,000) for personal injury, including bodily injury and death, and property damage. Upon written request of Grantor, Grantee shall deliver to Grantor certificates of insurance evidencing such coverage.

8. **Release of Claims; Indemnity.** Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, Grantor's beneficiary(ies) and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "Grantor Indemnites") from any and all liability, loss, claims,

demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for damage, destruction or theft of property which is directly or indirectly due to operations on, or the use of, the Temporary Easement Area (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities) by Grantee, its agents, employees and contractors, and for those claiming through any of them (collectively the "Grantee Group"), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions.

To the fullest extent permitted by law, Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to Grantee's activities, operations or use of the Temporary Easement Area, or the exercise of Grantee's rights hereunder, by Grantee Group or any member thereof (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions. Grantee will be responsible for all safety measures during the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities to prevent injury to person or damage to property.

9. Exceptions. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and

regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. Damages. To the extent Grantee is unable to restore Grantor's property, Grantee shall reimburse Grantor for any damages to Grantor's property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

11. Grantee's Execution. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

12. Modification or Termination. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of _____ County, Illinois.

13. Notices. All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR:

Email:

with a copy to:

Email:

If to GRANTEE:

Paul May
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

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: 27-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0339 Temporary
Easement 1
Index No.: 03-22-300-003
03-22-300-004
03-27-100-002
03-27-100-003

That part of the East Half of the Northwest 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 East Half of the Northwest Quarter; thence North 88 degrees 42 minutes 05 seconds East along the south line of said East Half of the Northwest quarter a distance of 134.67 feet, to the Point of Beginning; thence continuing North 88 degrees 42 minutes 05 seconds East along said south line a distance of 12.62 feet; thence North 36 degrees 18 minutes 16 seconds East a distance of 41.65 feet, to a line 33.00 feet north of and parallel with said south line of the East Half of the Northwest Quarter; thence North 88 degrees 42 minutes 05 seconds East along said parallel line a distance of 1085.44 feet; thence North 43 degrees 31 minutes 00 seconds East a distance of 46.52 feet, to a line 66.00 feet north of and parallel with said south line of the East Half of the Northwest Quarter; thence North 88 degrees 42 minutes 05 seconds East along said parallel line a distance of 26.66 feet, to the east line of said Northwest Quarter; thence North 01 degrees 20 minutes 18 seconds West along said east line a distance of 30.00 feet, to a line 96.00 feet north of and parallel with said south line of the East Half of the Northwest Quarter; thence South 88 degrees 42 minutes 05 seconds West along said parallel line a distance of 39.13 feet; thence South 43 degrees 31 minutes 00 seconds West a distance of 46.52 feet, to a line 63.00 feet north of and parallel with said south line of the East Half of the Northwest Quarter; thence South 88 degrees 42 minutes 05 seconds West along said parallel line a distance of 1062.48 feet; thence South 36 degrees 18 minutes 16 seconds West a distance of 79.52 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 0.808 acres, more or less or 35,207 square feet, more or less.

**TEMPORARY CONSTRUCTION
EASEMENT AGREEMENT**

THIS AGREEMENT is made as of this ____
day of _____, 2025 by and between

(collectively referred to as “Grantor”) and the
DUPAGE WATER COMMISSION, a County
Water Commission and Public Corporation under
65 ILCS 5/11-135-1, *et seq.* and 70 ILCS
3720/0.001, *et seq.* (hereinafter “Grantee”).

FOR RECORDER'S USE ONLY

WHEREAS, the Grantee desires to construct a water main and other related fixtures and appurtenances (collectively, the “Facilities”) to be located on property owned by Grantor; and

WHEREAS, the Grantee desires to enter on to Grantor’s property to construct said Facilities and, to allow same, Grantor desires to grant a temporary easement over Grantor’s property to allow Grantee sufficient space to construct said Facilities under the terms contained herein.

WITNESSETH

1. **Incorporation of Recitals and Easement Agreement.** The Recitals set forth above are incorporated herein by this reference and made a part of the substantive terms of this Agreement as if once again fully set forth.

2. **Temporary Easement.** Grantor, for and in consideration of the sum of _____ and No/100 Dollars (\$ _____), and other good and valuable

consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the Temporary Construction Easement Exhibit (the “Temporary Easement Area”), attached hereto as Exhibit A, to complete the construction and installation of the Facilities. Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor’s access, as currently existing, to the Grantor’s property in exercising its rights granted herein.

3. Expiration. This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire, without any action by either party, three years from the date of the execution of this Agreement by Grantee.

4. Liens. Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor or the Temporary Easement Area in favor of Grantee or Grantee’s consultants or subcontractors (“Grantee’s Agents”). Grantee shall indemnify, defend and hold harmless Grantor and the Temporary Easement Area from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee or Grantee’s Agents, and, in the event that any such lien shall arise or accrue against Grantor or the Temporary Easement Area, Grantee shall, promptly following written notice from Grantor of the lien, cause such lien to be released of record by payment thereof or posting of a bond with Grantor in a form and amount which is reasonably satisfactory to Grantor.

5. Restoration. Grantee shall restore that portion of Grantor’s property damaged and/or disturbed by Grantee during the original installation of Grantee’s facilities on the Temporary Easement Area to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor’s property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting,

Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Temporary Easement Area may be temporarily removed during original installation of Grantee's Facilities on the Temporary Easement Area, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

6. **Reservation.** Grantor reserves the right to use and to allow others the right to use the Temporary Easement Area in any manner that will not adversely affect or materially interfere with the exercise by Grantee of the rights herein granted.

7. **Insurance.** Prior to entry upon the Temporary Easement Area, and at all times during use of the Temporary Easement Area, Grantee and/or Grantee's agents shall have in effect worker's compensation insurance with statutory limits of coverage and commercial general liability insurance naming Grantor as an additional insured with waiver of subrogation and with limits not less than One Million Dollars (\$1,000,000) for personal injury, including bodily injury and death, and property damage. Upon written request of Grantor, Grantee shall deliver to Grantor certificates of insurance evidencing such coverage.

8. **Release of Claims; Indemnity.** Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, Grantor's beneficiary(ies) and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "Grantor Indemnites") from any and all liability, loss, claims,

demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for damage, destruction or theft of property which is directly or indirectly due to operations on, or the use of, the Temporary Easement Area (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities) by Grantee, its agents, employees and contractors, and for those claiming through any of them (collectively the "Grantee Group"), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions.

To the fullest extent permitted by law, Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to Grantee's activities, operations or use of the Temporary Easement Area, or the exercise of Grantee's rights hereunder, by Grantee Group or any member thereof (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions. Grantee will be responsible for all safety measures during the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities to prevent injury to person or damage to property.

9. Exceptions. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and

regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. Damages. To the extent Grantee is unable to restore Grantor's property, Grantee shall reimburse Grantor for any damages to Grantor's property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

11. Grantee's Execution. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

12. Modification or Termination. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of _____ County, Illinois.

13. Notices. All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR:

Email:

with a copy to:

Email:

If to GRANTEE:

Paul May
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

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: 27-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0339 Temporary
Easement 2
Index No.: 03-22-300-003
03-22-300-004
03-27-100-002
03-27-100-003

That part of the East Half of the Northwest 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 East Half of the Northwest Quarter; thence North 88 degrees 42 minutes 05 seconds East along the south line of said East Half of the Northwest quarter a distance of 166.23 feet, to the Point of Beginning; thence North 36 degrees 18 minutes 16 seconds East a distance of 22.72 feet, to a line 18.00 feet north of and parallel with said south line of the East Half of the Northwest Quarter; thence North 88 degrees 42 minutes 05 seconds East along said parallel line a distance of 25.24 feet; thence South 36 degrees 18 minutes 16 seconds West a distance of 22.72 feet, to said south line of the East Half of the Northwest Quarter; thence South 88 degrees 42 minutes 05 seconds West along said south line a distance of 25.24 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 0.010 acres, more or less or 454 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: 0405 Permanent Easement

Index No.: 03-28-300-002

That part of the East Half of the Southwest Quarter and the Southeast 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 East Half of the Southwest Quarter; thence South 01 degrees 30 minutes 11 seconds East along the west line of said East Half of the Southwest Quarter a distance of 35.00 feet, to the Point of Beginning; thence continuing South 01 degrees 30 minutes 11 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 said East Half of the Southwest Quarter and the Southeast Quarter; thence North 89 degrees 23 minutes 47 seconds East along said parallel line a distance of 1833.59 feet; thence South 54 degrees 55 minutes 31 seconds East a distance of 37.72 feet, to a line 72.00 feet south of and parallel with said north line of the East Half of the Southwest Quarter and the Southeast Quarter; thence North 89 degrees 23 minutes 47 seconds East along said parallel line a distance of 115.39 feet, to the center line of the Oswego and Plainfield Road; thence North 40 degrees 23 minutes 55 seconds West along said center line a distance of 19.52 feet, to a line 57.00 feet south of and parallel with said north line of the East Half of the Southwest Quarter and the Southeast Quarter; thence South 89 degrees 23 minutes 47 seconds West along said parallel line a distance of 98.07 feet; thence North 54 degrees 55 minutes 31 seconds West a distance of 37.72 feet, to a line 35.00 feet south of and parallel with said north line of the East Half of the Southwest Quarter and the Southeast Quarter ; thence South 89 degrees 23 minutes 47 Seconds West along said parallel line a distance of 1838.65 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 0.682 acres, more or less or 29,709 square feet, more or less.

**TEMPORARY CONSTRUCTION
EASEMENT AGREEMENT**

THIS AGREEMENT is made as of this ____
day of _____, 2025 by and between

(collectively referred to as “Grantor”) and the
DUPAGE WATER COMMISSION, a County
Water Commission and Public Corporation under
65 ILCS 5/11-135-1, *et seq.* and 70 ILCS
3720/0.001, *et seq.* (hereinafter “Grantee”).

FOR RECORDER'S USE ONLY

WHEREAS, the Grantee desires to construct a water main and other related fixtures and appurtenances (collectively, the “Facilities”) to be located on property owned by Grantor; and

WHEREAS, the Grantee desires to enter on to Grantor’s property to construct said Facilities and, to allow same, Grantor desires to grant a temporary easement over Grantor’s property to allow Grantee sufficient space to construct said Facilities under the terms contained herein.

WITNESSETH

1. **Incorporation of Recitals and Easement Agreement.** The Recitals set forth above are incorporated herein by this reference and made a part of the substantive terms of this Agreement as if once again fully set forth.

2. **Temporary Easement.** Grantor, for and in consideration of the sum of _____ and No/100 Dollars (\$ _____), and other good and valuable

consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the Temporary Construction Easement Exhibit (the “Temporary Easement Area”), attached hereto as Exhibit A, to complete the construction and installation of the Facilities. Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor’s access, as currently existing, to the Grantor’s property in exercising its rights granted herein.

3. Expiration. This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire, without any action by either party, three years from the date of the execution of this Agreement by Grantee.

4. Liens. Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor or the Temporary Easement Area in favor of Grantee or Grantee’s consultants or subcontractors (“Grantee’s Agents”). Grantee shall indemnify, defend and hold harmless Grantor and the Temporary Easement Area from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee or Grantee’s Agents, and, in the event that any such lien shall arise or accrue against Grantor or the Temporary Easement Area, Grantee shall, promptly following written notice from Grantor of the lien, cause such lien to be released of record by payment thereof or posting of a bond with Grantor in a form and amount which is reasonably satisfactory to Grantor.

5. Restoration. Grantee shall restore that portion of Grantor’s property damaged and/or disturbed by Grantee during the original installation of Grantee’s facilities on the Temporary Easement Area to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor’s property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting,

Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Temporary Easement Area may be temporarily removed during original installation of Grantee's Facilities on the Temporary Easement Area, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

6. **Reservation.** Grantor reserves the right to use and to allow others the right to use the Temporary Easement Area in any manner that will not adversely affect or materially interfere with the exercise by Grantee of the rights herein granted.

7. **Insurance.** Prior to entry upon the Temporary Easement Area, and at all times during use of the Temporary Easement Area, Grantee and/or Grantee's agents shall have in effect worker's compensation insurance with statutory limits of coverage and commercial general liability insurance naming Grantor as an additional insured with waiver of subrogation and with limits not less than One Million Dollars (\$1,000,000) for personal injury, including bodily injury and death, and property damage. Upon written request of Grantor, Grantee shall deliver to Grantor certificates of insurance evidencing such coverage.

8. **Release of Claims; Indemnity.** Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, Grantor's beneficiary(ies) and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "Grantor Indemnites") from any and all liability, loss, claims,

demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for damage, destruction or theft of property which is directly or indirectly due to operations on, or the use of, the Temporary Easement Area (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities) by Grantee, its agents, employees and contractors, and for those claiming through any of them (collectively the "Grantee Group"), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions.

To the fullest extent permitted by law, Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to Grantee's activities, operations or use of the Temporary Easement Area, or the exercise of Grantee's rights hereunder, by Grantee Group or any member thereof (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions. Grantee will be responsible for all safety measures during the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities to prevent injury to person or damage to property.

9. Exceptions. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and

regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. Damages. To the extent Grantee is unable to restore Grantor's property, Grantee shall reimburse Grantor for any damages to Grantor's property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

11. Grantee's Execution. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

12. Modification or Termination. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of _____ County, Illinois.

13. Notices. All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR:

Email:

with a copy to:

Email:

If to GRANTEE:

Paul May
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

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: 0405 Temporary
Easement 1
Index No.: 03-28-300-002

That part of the East Half of the Southwest Quarter and the Southeast 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 East Half of the Southwest Quarter; thence South 01 degrees 30 minutes 11 seconds East along the west line of said East Half of the Southwest Quarter a distance of 14.00 feet, to a line 14.00 feet south of and parallel with the north line of said East Half of the Southwest Quarter and the Southeast Quarter and the Point of Beginning; thence North 89 degrees 23 minutes 47 seconds East along said parallel line a distance of 1835.45 feet; thence South 54 degrees 55 minutes 31 seconds East a distance of 48.01 feet, to a line 42.00 feet south of and parallel with said north line of the East Half of the Southwest Quarter and the Southeast Quarter; thence North 89 degrees 23 minutes 47 seconds East along said parallel line a distance of 80.75 feet, to the center line of the Oswego and Plainfield Road; thence South 40 degrees 23 minutes 55 seconds West along said center line a distance of 19.52 feet, to a line 57.00 feet south of and parallel with said north line of the East Half of the Southwest Quarter and the Southeast Quarter; thence South 89 degrees 23 minutes 47 seconds West along said parallel line a distance of 98.07 feet; thence North 54 degrees 55 minutes 31 seconds West a distance of 37.72 feet, to a line 35.00 feet south of and parallel with said north line of the East Half of the Southwest Quarter and the Southeast Quarter; thence South 89 degrees 23 minutes 47 Seconds West along said parallel line a distance of 1838.65 feet, to the west line of said East Half of the Southwest Quarter; thence North 01 degrees 30 minutes 11 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 0.931 acres, more or less or 40,561 square feet, more or less.

**TEMPORARY CONSTRUCTION
EASEMENT AGREEMENT**

THIS AGREEMENT is made as of this ____
day of _____, 2025 by and between

(collectively referred to as “Grantor”) and the
DUPAGE WATER COMMISSION, a County
Water Commission and Public Corporation under
65 ILCS 5/11-135-1, *et seq.* and 70 ILCS
3720/0.001, *et seq.* (hereinafter “Grantee”).

FOR RECORDER'S USE ONLY

WHEREAS, the Grantee desires to construct a water main and other related fixtures and appurtenances (collectively, the “Facilities”) to be located on property owned by Grantor; and

WHEREAS, the Grantee desires to enter on to Grantor’s property to construct said Facilities and, to allow same, Grantor desires to grant a temporary easement over Grantor’s property to allow Grantee sufficient space to construct said Facilities under the terms contained herein.

WITNESSETH

1. **Incorporation of Recitals and Easement Agreement.** The Recitals set forth above are incorporated herein by this reference and made a part of the substantive terms of this Agreement as if once again fully set forth.

2. **Temporary Easement.** Grantor, for and in consideration of the sum of _____ and No/100 Dollars (\$ _____), and other good and valuable

consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the Temporary Construction Easement Exhibit (the “Temporary Easement Area”), attached hereto as Exhibit A, to complete the construction and installation of the Facilities. Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor’s access, as currently existing, to the Grantor’s property in exercising its rights granted herein.

3. Expiration. This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire, without any action by either party, three years from the date of the execution of this Agreement by Grantee.

4. Liens. Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor or the Temporary Easement Area in favor of Grantee or Grantee’s consultants or subcontractors (“Grantee’s Agents”). Grantee shall indemnify, defend and hold harmless Grantor and the Temporary Easement Area from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee or Grantee’s Agents, and, in the event that any such lien shall arise or accrue against Grantor or the Temporary Easement Area, Grantee shall, promptly following written notice from Grantor of the lien, cause such lien to be released of record by payment thereof or posting of a bond with Grantor in a form and amount which is reasonably satisfactory to Grantor.

5. Restoration. Grantee shall restore that portion of Grantor’s property damaged and/or disturbed by Grantee during the original installation of Grantee’s facilities on the Temporary Easement Area to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor’s property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting,

Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Temporary Easement Area may be temporarily removed during original installation of Grantee's Facilities on the Temporary Easement Area, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

6. **Reservation.** Grantor reserves the right to use and to allow others the right to use the Temporary Easement Area in any manner that will not adversely affect or materially interfere with the exercise by Grantee of the rights herein granted.

7. **Insurance.** Prior to entry upon the Temporary Easement Area, and at all times during use of the Temporary Easement Area, Grantee and/or Grantee's agents shall have in effect worker's compensation insurance with statutory limits of coverage and commercial general liability insurance naming Grantor as an additional insured with waiver of subrogation and with limits not less than One Million Dollars (\$1,000,000) for personal injury, including bodily injury and death, and property damage. Upon written request of Grantor, Grantee shall deliver to Grantor certificates of insurance evidencing such coverage.

8. **Release of Claims; Indemnity.** Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, Grantor's beneficiary(ies) and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "Grantor Indemnites") from any and all liability, loss, claims,

demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for damage, destruction or theft of property which is directly or indirectly due to operations on, or the use of, the Temporary Easement Area (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities) by Grantee, its agents, employees and contractors, and for those claiming through any of them (collectively the "Grantee Group"), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions.

To the fullest extent permitted by law, Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to Grantee's activities, operations or use of the Temporary Easement Area, or the exercise of Grantee's rights hereunder, by Grantee Group or any member thereof (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions. Grantee will be responsible for all safety measures during the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities to prevent injury to person or damage to property.

9. Exceptions. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and

regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. Damages. To the extent Grantee is unable to restore Grantor's property, Grantee shall reimburse Grantor for any damages to Grantor's property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

11. Grantee's Execution. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

12. Modification or Termination. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of _____ County, Illinois.

13. Notices. All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR:

Email: _____

with a copy to:

Email: _____

If to GRANTEE:

Paul May
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

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: 0405 Temporary
Easement 2
Index No.: 03-28-300-002

That part of the East Half of the Southwest Quarter and the Southeast 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 East Half of the Southwest Quarter; thence South 01 degrees 30 minutes 11 seconds East along the west line of said East Half of the Southwest Quarter a distance of 50.00 feet, to a line 50.00 feet south of and parallel with the north line of said East Half of the Southwest Quarter and the Southeast Quarter and the Point of Beginning; thence North 89 degrees 23 minutes 47 seconds East along said parallel line a distance of 1833.59 feet; thence South 54 degrees 55 minutes 31 seconds East a distance of 37.72 feet, to a line 72.00 feet south of and parallel with said north line of the East Half of the Southwest Quarter and the Southeast Quarter; thence North 89 degrees 23 minutes 47 seconds East along said parallel line a distance of 115.39 feet, to the center line of the Oswego and Plainfield Road; thence South 40 degrees 23 minutes 55 seconds West along said center line a distance of 39.05 feet, to a line 102.00 feet south of and parallel with said north line of the East Half of the Southwest Quarter and the Southeast Quarter; thence South 89 degrees 23 minutes 47 seconds West along said parallel line a distance of 150.04 feet; thence North 54 degrees 55 minutes 31 seconds West a distance of 37.72 feet, to a line 80.00 feet south of and parallel with said north line of the East Half of the Southwest Quarter and the Southeast Quarter; thence South 89 degrees 23 minutes 47 Seconds West along said parallel line a distance of 1823.46 feet, to the west line of said East Half of the Southwest Quarter; thence North 01 degrees 30 minutes 11 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 1.377 acres, more or less or 59,976 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: _____

EXHIBIT A

Legal Description/Depiction of Permanent Easement Area

Route: FW-1/25-Section 4
Section: 1-37-7
7-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0601 Permanent Easement

Index No.: 02-01-400-014
02-01-400-016

That part of the East Half of Section 1, Township 37 North, Range 7 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 the Southeast Quarter of said Section 1; thence North 87 degrees 59 minutes 37 seconds East along the south line of said Southeast Quarter a distance of 10.00 feet, to the Point of Beginning; thence continuing North 87 degrees 59 minutes 37 seconds East along said south line a distance of 15.00 feet, to a line 15.00 feet east of and parallel with the east line of Orchard Road as dedicated per Document Number 2003-00041272; thence North 01 degrees 21 minutes 51 seconds West along said parallel line a distance of 1402.06 feet, to a line 27.00 feet southeasterly of and parallel with the southeasterly line of Orchard Road as dedicated per said Document Number 2003-00041272; thence North 43 degrees 39 minutes 00 seconds East along said parallel line a distance of 82.19 feet, to a line 15.00 feet south of and parallel with the south line of Galena Road as dedicated per said Document Number 2003-00041272; thence North 88 degrees 39 minutes 00 seconds East along said parallel line a distance of 177.56 feet, to a line 15.00 feet southerly of the southerly line of Galena Road as dedicated per said Document Number 2003-00041272; thence North 82 degrees 56 minutes 22 seconds East along said parallel line a distance of 200.00 feet, to a line 15.00 feet south of and parallel with the south line of Galena Road as dedicated per said Document Number 2003-00041272; thence North 88 degrees 39 minutes 00 seconds East along said parallel line a distance of 399.80 feet; thence South 01 degrees 21 minutes 00 seconds East a distance of 10.00 feet, to a line 25.00 feet south of and parallel with the south line of Galena Road as dedicated per said Document Number 2003-00041272; thence North 88 degrees 39 minutes 00 seconds East along said parallel line a distance of 60.00 feet; thence North 01 degrees 21 minutes 00 seconds West a distance of 10.00 feet, to a line 15.00 feet south of and parallel with the south line of Galena Road as dedicated per said Document Number 2003-00041272; thence North 88 degrees 39 minutes 00 seconds East along said parallel line a distance of 204.20 feet; thence North 01 degrees 21 minutes 00 seconds West a distance of 15.00 feet, to said south line of Galena Road as dedicated per Document Number

2003-00041272; thence the following 3 courses along the south, southerly, and south lines of said Galena Road as dedicated per Document Number 2003-00041272; (1) South 88 degrees 39 minutes 00 seconds West a distance of 664.75 feet; (2) South 82 degrees 56 minutes 22 seconds West a distance of 200.00 feet; (3) South 88 degrees 39 minutes 00 seconds West a distance of 200.00 feet, to said southeasterly line of Orchard Road as dedicated per said Document Number 2003-00041272; thence South 43 degrees 39 minutes 00 seconds West along said southeasterly line a distance of 70.63 feet, to said east line of Orchard Road as dedicated per Document Number 2003-00041272; thence South 01 degrees 21 minutes 51 seconds East along said east line a distance of 1425.41 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 0.911 acres, more or less or 39,665 square feet, more or less.

**TEMPORARY CONSTRUCTION
EASEMENT AGREEMENT**

THIS AGREEMENT is made as of this ____
day of _____, 2025 by and between

(collectively referred to as “Grantor”) and the
DUPAGE WATER COMMISSION, a County
Water Commission and Public Corporation under
65 ILCS 5/11-135-1, *et seq.* and 70 ILCS
3720/0.001, *et seq.* (hereinafter “Grantee”).

FOR RECORDER'S USE ONLY

WHEREAS, the Grantee desires to construct a water main and other related fixtures and appurtenances (collectively, the “Facilities”) to be located on property owned by Grantor; and

WHEREAS, the Grantee desires to enter on to Grantor’s property to construct said Facilities and, to allow same, Grantor desires to grant a temporary easement over Grantor’s property to allow Grantee sufficient space to construct said Facilities under the terms contained herein.

WITNESSETH

1. **Incorporation of Recitals and Easement Agreement.** The Recitals set forth above are incorporated herein by this reference and made a part of the substantive terms of this Agreement as if once again fully set forth.

2. **Temporary Easement.** Grantor, for and in consideration of the sum of _____ and No/100 Dollars (\$ _____), and other good and valuable

consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the Temporary Construction Easement Exhibit (the “Temporary Easement Area”), attached hereto as Exhibit A, to complete the construction and installation of the Facilities. Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor’s access, as currently existing, to the Grantor’s property in exercising its rights granted herein.

3. Expiration. This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire, without any action by either party, three years from the date of the execution of this Agreement by Grantee.

4. Liens. Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor or the Temporary Easement Area in favor of Grantee or Grantee’s consultants or subcontractors (“Grantee’s Agents”). Grantee shall indemnify, defend and hold harmless Grantor and the Temporary Easement Area from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee or Grantee’s Agents, and, in the event that any such lien shall arise or accrue against Grantor or the Temporary Easement Area, Grantee shall, promptly following written notice from Grantor of the lien, cause such lien to be released of record by payment thereof or posting of a bond with Grantor in a form and amount which is reasonably satisfactory to Grantor.

5. Restoration. Grantee shall restore that portion of Grantor’s property damaged and/or disturbed by Grantee during the original installation of Grantee’s facilities on the Temporary Easement Area to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor’s property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting,

Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Temporary Easement Area may be temporarily removed during original installation of Grantee's Facilities on the Temporary Easement Area, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

6. **Reservation.** Grantor reserves the right to use and to allow others the right to use the Temporary Easement Area in any manner that will not adversely affect or materially interfere with the exercise by Grantee of the rights herein granted.

7. **Insurance.** Prior to entry upon the Temporary Easement Area, and at all times during use of the Temporary Easement Area, Grantee and/or Grantee's agents shall have in effect worker's compensation insurance with statutory limits of coverage and commercial general liability insurance naming Grantor as an additional insured with waiver of subrogation and with limits not less than One Million Dollars (\$1,000,000) for personal injury, including bodily injury and death, and property damage. Upon written request of Grantor, Grantee shall deliver to Grantor certificates of insurance evidencing such coverage.

8. **Release of Claims; Indemnity.** Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, Grantor's beneficiary(ies) and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "Grantor Indemnites") from any and all liability, loss, claims,

demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for damage, destruction or theft of property which is directly or indirectly due to operations on, or the use of, the Temporary Easement Area (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities) by Grantee, its agents, employees and contractors, and for those claiming through any of them (collectively the "Grantee Group"), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions.

To the fullest extent permitted by law, Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to Grantee's activities, operations or use of the Temporary Easement Area, or the exercise of Grantee's rights hereunder, by Grantee Group or any member thereof (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions. Grantee will be responsible for all safety measures during the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities to prevent injury to person or damage to property.

9. Exceptions. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and

regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. Damages. To the extent Grantee is unable to restore Grantor's property, Grantee shall reimburse Grantor for any damages to Grantor's property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

11. Grantee's Execution. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

12. Modification or Termination. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of _____ County, Illinois.

13. Notices. All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR:

Email:

with a copy to:

Email:

If to GRANTEE:

Paul May
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

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: 1-37-7
7-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0601 Temporary Easement

Index No.: 02-01-400-014
02-01-400-016

That part of the East Half of Section 1, Township 37 North, Range 7 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 the Southeast Quarter of said Section 1; thence North 87 degrees 59 minutes 37 seconds East along the south line of said Southeast Quarter a distance of 25.00 feet, to a line 15.00 feet east of and parallel with the east line of Orchard Road as dedicated per Document Number 2003-00041272, and the Point of Beginning; thence North 01 degrees 21 minutes 51 seconds West along said parallel line a distance of 1402.06 feet, to a line 27.00 feet southeasterly of and parallel with the southeasterly line of Orchard Road as dedicated per said Document Number 2003-00041272; thence North 43 degrees 39 minutes 00 seconds East along said parallel line a distance of 82.19 feet, to a line 15.00 feet south of and parallel with the south line of Galena Road as dedicated per said Document Number 2003-00041272; thence North 88 degrees 39 minutes 00 seconds East along said parallel line a distance of 177.56 feet, to a line 15.00 feet southerly of the southerly line of Galena Road as dedicated per said Document Number 2003-00041272; thence North 82 degrees 56 minutes 22 seconds East along said parallel line a distance of 200.00 feet, to a line 15.00 feet south of and parallel with the south line of Galena Road as dedicated per said Document Number 2003-00041272; thence North 88 degrees 39 minutes 00 seconds East along said parallel line a distance of 399.80 feet; thence South 01 degrees 21 minutes 00 seconds East a distance of 10.00 feet, to a line 25.00 feet south of and parallel with the south line of Galena Road as dedicated per said Document Number 2003-00041272; thence North 88 degrees 39 minutes 00 seconds East along said parallel line a distance of 60.00 feet; thence North 01 degrees 21 minutes 00 seconds West a distance of 10.00 feet, to a line 15.00 feet south of and parallel with the south line of Galena Road as dedicated per said Document Number 2003-00041272; thence North 88 degrees 39 minutes 00 seconds East along said parallel line a distance of 204.20 feet; thence North 01 degrees 21 minutes 00 seconds West a distance of 15.00 feet, to said south line of Galena Road as dedicated per Document Number 2003-00041272; thence North 88 degrees 39 minutes 00 seconds East along said south line a

distance of 55.00 feet; thence South 01 degrees 21 minutes 00 seconds East a distance of 70.00 feet, to a line 70.00 feet south of and parallel with the south line of Galena Road as dedicated per said Document Number 2003-00041272; thence the following 3 courses along lines 70.00 feet south, southerly, and south of and parallel with lines of said Galena Road as dedicated per Document Number 2003-00041272; (1) South 88 degrees 39 minutes 00 seconds West a distance of 716.25 feet; (2) South 82 degrees 56 minutes 22 seconds West a distance of 200.00 feet; (3) South 88 degrees 39 minutes 00 seconds West a distance of 157.53 feet, to a line 82.00 feet southeasterly of and parallel with the southeasterly line of Orchard Road as dedicated per said Document Number 2003-00041272; thence South 43 degrees 39 minutes 00 seconds West along said parallel line a distance of 36.62 feet, to a line 70.00 feet east of and parallel with said east line of Orchard Road as dedicated per Document Number 2003-00041272; thence South 01 degrees 21 minutes 51 seconds East along said parallel line a distance of 1378.65 feet, to the south line of said Southeast Quarter; thence South 87 degrees 59 minutes 37 seconds West along said south line a distance of 55.00 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 3.206 acres, more or less or 139,645 square feet, more or less.



Resolution #: O-12-25

Account: 01-60-751000

Approvals: *Author / Manager / Finance / Admin*

JL JML CAP PDM

REQUEST FOR BOARD ACTION

Date: 10/9/2025

Description: **An Ordinance Authorizing the Acquisition of Real Property by the DuPage Water Commission associated with 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-12-25 would authorize the General Manager, his staff and the Commission's attorneys and consultants to acquire previously negotiated real property associated with the WaterLink Pipeline Project and associated improvements.

In order to construct nearly 30 miles of pipeline needed for the WaterLink Pipeline Project, numerous easements through privately-owned properties will be required, in addition to the acquisition of entire properties where deemed appropriate. This will enable the Commission to construct the pipeline and associated appurtenances and maintain it into the future.

The item brought forward under Ordinance O-12-25 includes the purchase of a parcel that has already been negotiated, with an amount of compensation having been agreed upon by both parties, pending Board approval. This property will be purchased and retained by the Water Commission for a future pump station facility. While a pump station is not required to serve the WaterLink communities based on current flow dynamics, it is likely that a pump station will be needed in the future, especially if additional municipalities connect to the western side of the DWC system. Therefore, the WaterLink pipeline design must contemplate this possibility and include tees and valves to accommodate a future pump station, along with suitable adjacent property for the future infrastructure. This property purchase will satisfy that requirement. As this property is not necessary for WaterLink supply specifically, but rather is a strategic DWC purchase for future consumers, the cost of the real property purchase will be excluded from WaterLink project cost.

Additional details regarding the acquisition of the property to be discussed during Executive Session.

Recommended Motion:

To adopt Ordinance No. O-12-25

DUPAGE WATER COMMISSION

ORDINANCE NO. O-12-25

AN ORDINANCE AUTHORIZING THE ACQUISITION OF REAL PROPERTY BY THE DUPAGE WATER COMMISSION ASSOCIATED WITH 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 associated with, *inter alia*, constructing any waterworks improvements or extensions of mains, pumping stations, reservoirs or other appurtenances thereto; and

WHEREAS, the Board of Commissioners of the Commission deem it advisable and in the public interest and welfare to acquire certain real property associated with constructing Waterworks Improvements to provide water service to the Municipalities; and

WHEREAS, the Board of Commissioners of the Commission find that the parcel of real estate as described in the attached Exhibit 1 (the "Subject Property") should be acquired and is necessary and desirable for the purposes as hereinabove set forth; and

WHEREAS, the owners of the Subject Properties have agreed to sell the Subject Property and in accordance with the terms set forth in Exhibit 2; and

WHEREAS, the Commission has determined that the cost for the purchase of the Subject Property is reasonable; and

WHEREAS, the Commission has determined that the terms for the purchase of the Subject Property 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 Exhibit 1 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 Subject Properties pursuant to the Contract for Sale of Real Property attached hereto as Exhibit 2.

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-12-25.docx

Legal Description from Plat of Survey for Lehman Property
Dated September 16, 2025

PIN 07-01-05-400-014

That part of the South Half of Section 5, Township 37 North, Range 9 East of the Third Principal Meridian, described as follows: Commencing at the northwest corner of the Southeast Quarter of said Section 5; thence South 01 degrees 27 minutes 04 seconds East along the west line of said Southeast Quarter, 2,136.19 feet to the point of beginning; thence North 89 degrees 47 minutes 09 seconds East, 87.70 feet; thence South 79 degrees 55 minutes 35 seconds East, 122.39 feet; thence South 69 degrees 01 minutes 30 seconds East, 122.02 feet; thence South 58 degrees 00 minutes 11 seconds East, 121.44 feet; thence South 52 degrees 04 minutes 20 seconds East, 106.44 feet; thence South 57 degrees 04 minutes 14 seconds East, 101.98 feet; thence south 54 degrees 20 minute 40 seconds East, 103.08 feet; thence South 59 degrees 49 minutes 34 seconds East, 100.69 feet to a point of curve; thence easterly, along a curve whose center lies northerly and has a radius of 870.00 feet, 346.13 feet, arc, (chord bearing south 80 degrees 11 minutes 13 seconds east, 343.85 feet, chord) to a point of tangency; thence North 88 degrees 24 minutes 56 seconds East, 117.35 feet; thence South 01 degrees 35 minutes 04 seconds East, 60.00 feet to a point on the south line of the Southeast Quarter of Section 5; thence South 88 degrees 24 minutes 56 seconds West, along said south line, 495.34 feet; thence North 71 degrees 35 minutes 21 seconds West, 112.55 feet; thence North 71 degrees 14 minutes 35 seconds West, 66.75 feet; thence North 79 degrees 41 minutes 26 seconds West, 135.97 feet; thence North 85 degrees 26 minutes 48 seconds West, 102.50 feet; thence North 79 degrees 02 minutes 04 seconds West, 84.96 feet; thence North 85 degrees 16 minutes 54 seconds West, 24.09 feet; thence North 01 degrees 27 minutes 39 seconds West, 38.22 feet; thence south 88 degrees 24 minutes 56 seconds West, 239.77 feet to a point on the east right-of-way line of the E. J. & E. Railway Company; thence North 01 degrees 27 minutes 21 seconds West, along said east right- of-way line, 350.33 feet; thence North 89 degrees 47 minutes 09 second East, 34.81 feet, more or less, to the Point of Beginning, in Will County, Illinois.

And

That part of the South Half of Section 5, Township 37 North, Range 9 East of the Third Principal Meridian, described as follows: Commencing at the northwest corner of the Southeast Quarter of said Section 5; thence South 01 degrees 27 minutes 04 seconds East, along the west line of said Southeast Quarter, 2,485.83 feet; thence North 88 degrees 24 minutes 56 seconds East, 205.00 feet; thence South 01 degrees 27 minutes 39 seconds East, 38.22 feet to the Point of Beginning; thence South 85 degrees 16 minutes 54 seconds East, 24.09 feet; thence South 79 degrees 02 minutes 04 seconds East, 84.96 feet; thence South 85 degrees 26 minutes 48 seconds East,

102.50 feet; thence South 79 degrees 41 minutes 26 seconds East, 135.97 feet; thence South 71 degrees 14 minutes 35 seconds East, 66.75 feet; thence South 71 degrees 35 minutes 21 seconds East, 112.55 feet to a point on the south line of the Southeast Quarter of said Section 5; thence South 88 degrees 24 minutes 56 seconds West, along said south line, 510.45 feet; thence North 01 degrees 27 minutes 39 seconds West, 121.78 feet more or less, to the Point of Beginning, in Will County, Illinois.

Area = 290,018 Square Feet or 6.658 Acres



Resolution #: O-13-25

Account: 01-80-852010

Approvals: *Author / Manager / Finance / Admin*

JL JML CAP PDM

REQUEST FOR BOARD ACTION

Date: 10/9/2025

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-13-25 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-13-25 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-13-25

DUPAGE WATER COMMISSION

ORDINANCE NO. O-13-25

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 4 (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 No. O-8-25 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 4 (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 4; and

WHEREAS, the Commission has determined that the total cost for the purchase of the Easements in the amount of \$23,750.00 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 4 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 4.

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-13-25.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: 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.

WITNESSETH

1. **Incorporation of Recitals and Easement Agreement.** The Recitals set forth
above are incorporated herein by this reference and made a part of the substantive terms of this
Agreement as if once again fully set forth.

2. **Temporary Easement.** Grantor, for and in consideration of the sum of
_____ and No/100 Dollars (\$_____), and other good and valuable

consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the Temporary Construction Easement Exhibit (the “Temporary Easement Area”), attached hereto as Exhibit A, to complete the construction and installation of the Facilities. Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor’s access, as currently existing, to the Grantor’s property in exercising its rights granted herein.

3. Expiration. This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire, without any action by either party, three years from the date of the execution of this Agreement by Grantee.

4. Liens. Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor or the Temporary Easement Area in favor of Grantee or Grantee’s consultants or subcontractors (“Grantee’s Agents”). Grantee shall indemnify, defend and hold harmless Grantor and the Temporary Easement Area from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee or Grantee’s Agents, and, in the event that any such lien shall arise or accrue against Grantor or the Temporary Easement Area, Grantee shall, promptly following written notice from Grantor of the lien, cause such lien to be released of record by payment thereof or posting of a bond with Grantor in a form and amount which is reasonably satisfactory to Grantor.

5. Restoration. Grantee shall restore that portion of Grantor’s property damaged and/or disturbed by Grantee during the original installation of Grantee’s facilities on the Temporary Easement Area to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor’s property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting,

Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Temporary Easement Area may be temporarily removed during original installation of Grantee's Facilities on the Temporary Easement Area, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

6. **Reservation.** Grantor reserves the right to use and to allow others the right to use the Temporary Easement Area in any manner that will not adversely affect or materially interfere with the exercise by Grantee of the rights herein granted.

7. **Insurance.** Prior to entry upon the Temporary Easement Area, and at all times during use of the Temporary Easement Area, Grantee and/or Grantee's agents shall have in effect worker's compensation insurance with statutory limits of coverage and commercial general liability insurance naming Grantor as an additional insured with waiver of subrogation and with limits not less than One Million Dollars (\$1,000,000) for personal injury, including bodily injury and death, and property damage. Upon written request of Grantor, Grantee shall deliver to Grantor certificates of insurance evidencing such coverage.

8. **Release of Claims; Indemnity.** Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, Grantor's beneficiary(ies) and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "Grantor Indemnitees") from any and all liability, loss, claims,

demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for damage, destruction or theft of property which is directly or indirectly due to operations on, or the use of, the Temporary Easement Area (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities) by Grantee, its agents, employees and contractors, and for those claiming through any of them (collectively the "Grantee Group"), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions.

To the fullest extent permitted by law, Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to Grantee's activities, operations or use of the Temporary Easement Area, or the exercise of Grantee's rights hereunder, by Grantee Group or any member thereof (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions. Grantee will be responsible for all safety measures during the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities to prevent injury to person or damage to property.

9. Exceptions. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and

regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. Damages. To the extent Grantee is unable to restore Grantor's property, Grantee shall reimburse Grantor for any damages to Grantor's property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

11. Grantee's Execution. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

12. Modification or Termination. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of _____ County, Illinois.

13. Notices. All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR:

Email: _____

with a copy to:

Email: _____

If to GRANTEE:

Paul May
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

with a copy to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
Email: pal@lbgalaw.com

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

GRANTOR:

GRANTEE:

DUPAGE WATER COMMISSION

By: _____

Its: _____

**This instrument prepared by
and after recording return to:**

Phillip A. Luetkehans, Esq.
LUETKEHANS, BRADY, GARNER & ARMSTRONG, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
pal@lbgalaw.com
630-773-8500

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 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 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.

WITNESSETH

1. **Incorporation of Recitals and Easement Agreement.** The Recitals set forth above are incorporated herein by this reference and made a part of the substantive terms of this Agreement as if once again fully set forth.

2. **Temporary Easement.** Grantor, for and in consideration of the sum of _____ and No/100 Dollars (\$ _____), and other good and valuable

consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the Temporary Construction Easement Exhibit (the “Temporary Easement Area”), attached hereto as Exhibit A, to complete the construction and installation of the Facilities. Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor’s access, as currently existing, to the Grantor’s property in exercising its rights granted herein.

3. Expiration. This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire, without any action by either party, three years from the date of the execution of this Agreement by Grantee.

4. Liens. Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor or the Temporary Easement Area in favor of Grantee or Grantee’s consultants or subcontractors (“Grantee’s Agents”). Grantee shall indemnify, defend and hold harmless Grantor and the Temporary Easement Area from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee or Grantee’s Agents, and, in the event that any such lien shall arise or accrue against Grantor or the Temporary Easement Area, Grantee shall, promptly following written notice from Grantor of the lien, cause such lien to be released of record by payment thereof or posting of a bond with Grantor in a form and amount which is reasonably satisfactory to Grantor.

5. Restoration. Grantee shall restore that portion of Grantor’s property damaged and/or disturbed by Grantee during the original installation of Grantee’s facilities on the Temporary Easement Area to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor’s property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting,

Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Temporary Easement Area may be temporarily removed during original installation of Grantee's Facilities on the Temporary Easement Area, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

6. **Reservation.** Grantor reserves the right to use and to allow others the right to use the Temporary Easement Area in any manner that will not adversely affect or materially interfere with the exercise by Grantee of the rights herein granted.

7. **Insurance.** Prior to entry upon the Temporary Easement Area, and at all times during use of the Temporary Easement Area, Grantee and/or Grantee's agents shall have in effect worker's compensation insurance with statutory limits of coverage and commercial general liability insurance naming Grantor as an additional insured with waiver of subrogation and with limits not less than One Million Dollars (\$1,000,000) for personal injury, including bodily injury and death, and property damage. Upon written request of Grantor, Grantee shall deliver to Grantor certificates of insurance evidencing such coverage.

8. **Release of Claims; Indemnity.** Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, Grantor's beneficiary(ies) and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "Grantor Indemnites") from any and all liability, loss, claims,

demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for damage, destruction or theft of property which is directly or indirectly due to operations on, or the use of, the Temporary Easement Area (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities) by Grantee, its agents, employees and contractors, and for those claiming through any of them (collectively the "Grantee Group"), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions.

To the fullest extent permitted by law, Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to Grantee's activities, operations or use of the Temporary Easement Area, or the exercise of Grantee's rights hereunder, by Grantee Group or any member thereof (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions. Grantee will be responsible for all safety measures during the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities to prevent injury to person or damage to property.

9. Exceptions. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and

regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. Damages. To the extent Grantee is unable to restore Grantor's property, Grantee shall reimburse Grantor for any damages to Grantor's property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

11. Grantee's Execution. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

12. Modification or Termination. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of _____ County, Illinois.

13. Notices. All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR:

Email: _____

with a copy to:

Email: _____

If to GRANTEE:

Paul May
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

with a copy to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
Email: pal@lbgalaw.com

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

GRANTOR:

GRANTEE:

DUPAGE WATER COMMISSION

By: _____

Its: _____

**This instrument prepared by
and after recording return to:**

Phillip A. Luetkehans, Esq.
LUETKEHANS, BRADY, GARNER & ARMSTRONG, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
pal@lbgalaw.com
630-773-8500

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 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.