



## **AGENDA – Board of Commissioners**

Thursday, November 20, 2025 6:30 P.M.

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

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

RECOMMENDED MOTION: To approve the Minutes of the October 16, 2025 Regular Meeting of the DuPage Water Commission and the Executive Session Meeting Minutes of October 16, 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 October 2025 Treasurer's Reports (Voice Vote).

- VII. Committee Reports

- A. Finance Committee

1. Report of 11/20/25 Finance Committee
2. Resolution No. R-87-25: A Resolution approving JPMorgan Chase Bank, N.A., Wintrust Financial Corp., AND Fifth/Third Bank, N.A. for banking services and authorizing the General Manager to execute documents in furtherance thereof.

(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 Finance Committee Report section of the agenda. (Roll Call)

B. Administration Committee

1. Report of 11/20/25 Administration Committee
2. Request for Board Action: Travel and related expenses for two (2) Commission employees for Factory Valve QA/QC Testing for High Lift Pump Cone Valve Rebuilds in York Pennsylvania, travel and related expenses for three (3) Commission employees to attend the annual Underground Corrosion Short Course, travel and related expenses for two (2) Commission employees to attend the annual AMPP Conference, and travel and related expenses for five (5) Commission employees to attend the annual Illinois section AWWA conference in Peoria.

(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-85-25: A Resolution Reviewing/Releasing certain Executive Session Minutes.

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

4. Resolution No. R-89-25: A Resolution approving employee insurance benefits for plan year beginning January 1, 2026 and ending December 31, 2026

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

5. Resolution No. R-96-25: Authorization to execute an intergovernmental agreement between the Village of Oak Brook and Aqua Illinois, Inc as a third-party beneficiary.

(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 5 under the Administration Committee Report section of the agenda in a single group pursuant to the Omnibus Vote procedures. (Roll Call)

C. Engineering & Construction Committee

1. Report of 10/16/25 Engineering & Construction Committee
2. Resolution No. R-77-25: A Resolution to Approve & Ratify Certain Work Authorization Orders Under Quick Response Contract QR-13/25 with Benchmark Construction Co., Inc., at a cost of \$ 207,707.

(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-78-25: A Resolution Approving Underground Utilities Surveying, with Ground-Penetrating Radar Systems, LLC at a Cost Not to Exceed \$25,000.

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

4. Resolution No. R-86-25: A Resolution to Approve & Ratify Certain Work Authorization Orders Under Quick Response Contract QR-13/25, with John Neri Construction Co., Inc., at a cost of \$205,800.

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

5. Resolution No. R-88-25: A Resolution Approving and Authorizing the General Manager to Purchase a Reporting Package and the Associated Professional Services from Waterly, Inc. at a Cost Not-to-Exceed \$100,287.50.

(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-90-25: A Resolution Authorizing the General Manager to Purchase Repair Services for a High-Lift Pump Control Valve from a Sole Source Provider, A/C Service and Repair, Inc., at an estimated cost of \$ 150,000.

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

7. Resolution No. R-91-25: A Resolution Approving a Contract Extension for Heavy Machinery and Equipment Rigging, Transportation, and Installation Services with Meccon Industries Inc., no cost for this action.

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

8. Resolution No. R-92-25: A Resolution Authorizing the General Manager to Purchase High Lift Pump Rehabilitation Services from Superior Industrial Equipment at an estimated expense not to exceed \$215,000.

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

9. Resolution No. R-93-25: A Resolution Approving and Ratifying Certain Task Orders Under a Master Contract with Burns & McDonnell Engineering Co., Inc., Task Order No. 09, at a cost not to exceed \$120,500.

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

10. Resolution No. R-94-25: A Resolution Awarding a Contract for the Construction of the West Transmission Main along the ComEd Corridor from Book Rd to Wolf's Crossing Rd (Contract TW-6/25 Sections 2A & 2B) to Airy's, Inc., in the amount of \$ 22,723,829.

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

11. Resolution No. R-99-25: A Resolution Approving and Authorizing the Execution of a Master Agreement with GVW Engineers, Inc., for Professional Consulting Services, costs as assigned by Task Order.

(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 11 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. October 2025

1. Approval of Accounts Payable invoices received.

RECOMMENDED MOTION: To approve the Accounts Payable in the amount of \$11,274,994.09 (October 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 \$5,548,075.00(October 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

*December meeting will be necessary – please let us know if you will be out of town and unable to attend so we may secure a quorum.*

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. Request for Board Action: Recommendation to authorize the engagement of Special Legal Counsel Regarding the Regional Source Water Project

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

B. Resolution No. R-98-25: Authorization to execute an Intergovernmental Agreement between the Village of Northbrook and the DuPage Water Commission for a temporary construction easement

(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-14-25: Ordinance to Approve Negotiation Authority for Property (Easement) Acquisitions Associated with the WaterLink Pipeline Project – Phase I

(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-15-25: An Ordinance Rescinding Certain Portions of Ordinance No. O-9-25 and 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 - Phase III

(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)

E. Ordinance O-16-25: An Ordinance Authorizing a License Agreement with Commonwealth Edison – WaterLink pipeline corridor.

(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**

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**BOARD OF COMMISSIONERS**

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

October 16, 2025

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

II. Roll Call

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

Commissioners absent: T. Noonan

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), who are advising the Commission regarding the plan to advance the regional Source Water Project. Mr. Mulvaney began by summarizing the process to date. He went on to remind all of the timetable and schedule of events to come. The Comprehensive Plan is moving forward. The City of Chicago has provided a new cost of service, and it will be included in the Business Case analysis going forward. The marine survey has been completed, where no major risks were identified; a next step will include lake drilling for the geotechnical report. Commissioner Suess inquired about permits for lake drilling. Mr. Mulvaney replied that yes drilling permits are required and will be coordinated in advance. Looking forward, next month Governance will be discussed. The Comprehensive Plan will be completed by December, with Board presentation in January. General Manager May informed the Board that an Independent Cost Estimator will be engaged for service throughout the project and to further validate the capital cost forecast.

Mr. Mulvaney addressed redundancy in the Joliet plan vs the Current Commission Plan. A robust discussion followed addressing redundancy options and associated costs. A forthcoming Risk Analysis will provide greater detail.

V. Approval of Minutes

Commissioner Pruyn moved 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. Seconded by Commissioner Honig.

VI. Treasurer's Report

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

September 2025:

Treasurer Fates noted \$151.2 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 \$146.8 million and noted the market yield on the total portfolio showed 3.90% which is unchanged from the prior month. On page 13, the statement of cash flows showed a breakdown of the \$1.4 million increase in cash and investments for the fiscal year and operating activities decreased by approximately \$0.5 million. Also noted on page 14, the monthly cash/operating report showed that the Commission has met all recommended reserve balances.

Commissioner Honig moved to accept the September 2025 Treasurer's Report, seconded by Commissioner Russo, 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: Resolution No. R-79-25: A Resolution Authorizing the General Manager to renew a contract with Sikich, LLC for audit services at a cost of \$34,000 annually.

Item 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 of approximately \$740,000, in accordance with Article VIII of the DuPage Water Commission bylaws.

Item 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.

Commissioner Suess made a motion to approve Items 2 through 4, under the Finance Committee Report section of the agenda in a single group pursuant to the Omnibus Vote Procedures, seconded by Commissioner Russo, unanimously approved by a Roll Call Vote.

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

Nay: None

Absent: T. Noonan

**B. Administration Committee**

Item 1: Commissioner Romano gave a brief committee update.

Item 2: Request for Board Action: Authorizing the Approval of Requisition No. 81217 to Hexagon for Annual Maintenance Renewal, at a cost of \$64,000.

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

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

Nay: None

Absent: T. Noonan

**C. Engineering & Construction Committee**

Item 1: Commissioner Fennell gave a brief committee update.

Item 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.

Item 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.

Item 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.

Item 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.

Item 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.

Commissioner Fennell moved to adopt items numbers 2 through 6 under the Engineering & Construction Committee Report section of the agenda in a single group pursuant to the Omnibus Vote Procedures seconded by Commissioner Cuzzone, unanimously approved by a Roll Call Vote.

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

Nay: None

Absent: T. Noonan

VIII. Accounts Payable

**A. September 2025**

Item 1: 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).

Item 2: 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).

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

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

Nay: None

Absent: T. Noonan

IX. Chairman's Report

General Manager Paul May updated the Board on the WaterLink status and schedule, noting that ComEd negotiations are moving forward.

X. Old Business

Commissioner Suess asked for City of Chicago and/or Northbrook update. General Manager May responded that A Cost-of-Service was received from Chicago and is currently being reviewed. A Cost of Service discussion followed.

Village of Northbrook was sent a revised draft of use of property agreement. DWC is waiting to hear back from their attorneys.

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 Honig made the motion, seconded by Commissioner Romano and unanimously approved by a roll call vote.

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

Nay: None

Absent: T. Noonan

The Commission went into Executive Session at 7:08 PM.

Commissioner Russo moved to come out of Executive Session at 7:38 PM, seconded by Commissioner Saverino and unanimously approved by a roll call vote .

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

Nay: None

Absent: T. Noonan

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 with Pulte Home Company LLC for the sale of 32.47 Acres adjacent to 75th Street in Unincorporated DuPage County.

Chairman Zay asked for a motion to approve Resolution No. R-81-25, A Resolution Ratifying the Execution of a Second 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 Russo moved, seconded by Commissioner Honig, unanimously approved by a Roll Call vote.

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

Nay: None

Absent: T. Noonan

- 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.

Chairman Zay asked for a motion to approve 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. Commissioner Cuzzone moved, seconded by Commissioner Honig, unanimously approved by a Roll Call vote.

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

Nay: None

Absent: T. Noonan

- 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.

Chairman Zay asked for a motion to approve 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. Commissioner Honig moved, seconded by Commissioner Romano. Unanimously approve by a Roll Call vote.

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

Nay: None

Absent: T. Noonan

- 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.

Chairman Zay asked for a motion to approve Ordinance O-13-25, as amended, removing Exhibits 3 and 4, 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. Commissioner Honig moved, seconded by Commissioner Saverino and unanimously approved by a roll call vote.

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

Nay: None

Absent: T. Noonan

XIII. Adjournment

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

Meeting adjourned at 7:42 PM.



## MEMORANDUM

**To:** Chairman and Commissioners  
**From:** Bill Fates, Treasurer  
**Date:** 11/10/2025  
**Subject:** TREASURER'S REPORT – October 31, 2025

I am pleased to report that I have reviewed and approved all journal entries and bank reconciliations for the month of October. 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 \$153.4 million on October 31<sup>st</sup>, an increase of \$2.2 million compared to the previous month. Accounts receivable decreased by \$3.1 million in October due to timing of collections and lower water sales. Waterlink escrow balances increased by \$2.6 million.
2. The month end balances in the BMO Harris checking and money market accounts were \$6.1 million and \$8.9 million, respectively.
3. During the month of October, U.S. Treasury investments increased by \$5.6 million. Collateralized obligations, corporate notes, and commercial paper decreased by \$4.3 million, \$1.4 million, and \$1.0 million, respectively.
4. The current holdings of cash and investments are in compliance with the approved investment policy.
5. For the six months ended October 31, 2025, the Commission's cash and investments increased a total of \$3.7 million. The Waterlink Escrow Account increased by \$10.1 million.
  - The Operating & Maintenance Account increased by \$1.1 million for an ending balance of \$15.0 million.
  - The General Account decreased by approximately \$486,000 for an ending balance of \$4.8 million.
  - The Operating Reserve Account increased by approximately \$990,000 for a balance of \$53.8 million.
  - The Long-Term Capital Reserve Account increased by approximately \$1.1 million for a balance of \$29.2 million, which includes a \$600,000 transfer from the General Fund.
  - The Capital Reserve Fund increased by approximately \$947,000 for a balance of \$50.6 million.

<b>ACCOUNT</b>	<b>Balance 4/30/2025</b>	<b>Balance 10/31/2025</b>	<b>Increase (Decrease)</b>
Operations & Maintenance	\$ 13,910,843	\$ 15,026,411	\$ 1,115,568
General Account	5,295,626	4,809,745	(485,881)
Operating Reserve	52,796,982	53,787,213	990,231
Long-Term Capital Reserve	28,073,976	29,171,741	1,097,765
Capital Reserve	49,691,109	50,637,779	946,670
<b>Total Cash &amp; Investments</b>	<b>\$ 149,768,536</b>	<b>\$ 153,432,889</b>	<b>\$ 3,664,353</b>
<b>Waterlink Escrow</b>	<b>35,673,160</b>	<b>45,768,934</b>	<b>10,095,774</b>

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

1. The average yield to maturity on the Commission’s investments was 3.86%, relatively unchanged from the prior month average yield to maturity of 3.90%. The amortized cost of our investments was \$147.3 million on October 31<sup>st</sup>. The average yield to maturity on Waterlink’s investments was 4.09%.
2. The portfolio ended the month of October 2025 with \$419,000 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 28%, >1<3 years 44%, >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 \$3.7 million increase in cash and investments for the fiscal year. Waterlink escrow funds increased \$10.1 million.
2. Operating activities increased cash by approximately \$1.9 million as of the end of October 2025.
3. The decrease in Loans Receivable increased cash by approximately \$266,000.
4. Capital Assets purchased were \$1.3 million.
5. Cash flow from investment activity generated approximately \$2.8 million of income.

**Reserve Analysis (Page 14)**

1. The Operating Reserve account was \$53.8 million, which is approximately 123 days, this amount meets the minimum balance per the current reserve policy. The Operating and Maintenance Account was \$12.9 million, which is a balance currently sufficient to cover an estimated 29 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 October 31<sup>st</sup>.

Respectfully submitted,



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Bill Fates, CPA  
Treasurer

DuPAGE WATER COMMISSION  
 TREASURER'S REPORT  
 SUMMARY OF CASH AND INVESTMENTS  
 10/31/2025

FUNDS CONSIST OF:	10/31/2025	9/30/2025	Increase/(Decrease)
PETTY CASH	\$ 1,300.00	\$ 1,300.00	\$ -
OPERATING & MAINTENANCE	6,145,968.21	4,365,349.61	1,780,618.60
<b>TOTAL CASH</b>	<b>\$ 6,147,268.21</b>	<b>\$ 4,366,649.61</b>	<b>\$ 1,780,618.60</b>
BMO HARRIS MONEY MARKET FUNDS	\$ 8,879,143.21	\$ 8,855,354.33	\$ 23,788.88
IIIT MONEY MARKET FUNDS	2,435,852.82	876,117.25	1,559,735.57
U. S. TREASURY INVESTMENTS	69,009,734.59	63,403,070.56	5,606,664.03
U. S. AGENCY INVESTMENTS	4,800,506.86	4,792,368.46	8,138.40
MUNICIPAL BONDS	1,545,224.49	1,545,259.20	(34.71)
COMMERCIAL PAPER	3,799,496.86	4,784,573.53	(985,076.67)
ASSET BACKED SEC/COLLATERALIZED MORTGAGE OBLIG	27,593,666.43	31,911,888.70	(4,318,222.27)
CERTIFICATES OF DEPOSIT	0.00	0.00	-
CORPORATE NOTES	29,221,996.28	30,676,813.89	(1,454,817.61)
<b>TOTAL INVESTMENTS</b>	<b>\$ 147,285,621.54</b>	<b>\$ 146,845,445.92</b>	<b>\$ 440,175.62</b>
<b>DWC TOTAL CASH AND INVESTMENTS</b>	<b>\$ 153,432,889.75</b>	<b>\$ 151,212,095.53</b>	<b>\$ 2,220,794.22</b>
WATERLINK CASH	\$ 8,149,109.34	\$ 17,720,244.88	\$ (9,571,135.54)
WATERLINK INVESTMENTS	37,619,824.34	25,488,934.59	12,130,889.75
<b>WATERLINK ESCROW</b>	<b>\$ 45,768,933.68</b>	<b>\$ 43,209,179.47</b>	<b>\$ 2,559,754.21</b>

	10/31/2025	9/30/2025	% CHANGE
IIIT MONEY MARKET FUNDS	6.0%	0.5%	178.0%
BMO HARRIS MONEY MARKET FUNDS	1.7%	6.0%	0.3%
U. S. TREASURY INVESTMENTS	46.9%	43.2%	8.8%
U. S. AGENCY INVESTMENTS	3.3%	3.3%	0.2%
MUNICIPAL BONDS	1.0%	1.1%	0.0%
COMMERCIAL PAPER	2.6%	3.3%	-20.6%
ASSET BACKED SEC/COLLATERALIZED MORTGAGE OBLIG	18.7%	21.7%	-13.5%
CERTIFICATES OF DEPOSIT	0.0%	0.0%	N/A
CORPORATE NOTES	19.8%	20.9%	-4.7%
<b>TOTAL INVESTMENTS</b>	<b>100.0%</b>	<b>100.0%</b>	<b>0.3%</b>

Note 1 - Investments are carried at amortized cost.

DuPAGE WATER COMMISSION  
 INVESTMENTS  
 (Unaudited)  
 October 31, 2025

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 10/31/25	
<b>Water Fund Oper. &amp; Maint. Acct. (01-121103)</b>											
BMO Harris - Money Market	2.913%	10/31/25	11/01/25	1	2.913%	\$ 8,879,143.21	\$ 8,879,143.21	0.00	\$ 8,879,143.21	-	
<b>Water Fund General Account (01-121700)</b>											
IIIT - Money Market	4.150%	10/31/25	11/01/25	1	4.150%	1,010,247.67	1,010,247.67	0.00	1,010,247.67	-	
Credit Agricole	0.000%	08/07/25	11/05/25	5	4.230%	1,100,000.00	1,088,367.50	11,115.50	1,099,483.00	-	
MUFG Bank LTD	0.000%	08/06/25	12/04/25	34	4.270%	1,100,000.00	1,084,473.81	11,220.61	1,095,694.42	-	
Mont Blanc Capital	0.000%	08/19/25	01/15/26	76	4.220%	1,000,000.00	982,651.11	8,557.22	991,208.33	-	
Manhattan Asset Fdg	0.000%	09/30/25	02/09/26	101	4.000%	620,000.00	610,906.67	2,204.44	613,111.11	-	
	Weighted Avg Maturity				38	4.191%	\$ 4,830,247.67	\$ 4,776,646.76	\$ 33,097.77	\$ 4,809,744.53	-
<b>Water Fund Operating Reserve (01-121800)</b>											
IIIT - Money Market	4.150%	10/31/25	11/01/25	1	4.150%	723,726.43	723,726.43	0.00	723,726.43	-	
US Treasury Notes	0.750%	01/05/22	08/31/26	304	1.350%	650,000.00	632,582.03	14,311.65	646,893.68	834.94	
US Treasury Notes	0.875%	12/02/21	09/30/26	334	1.210%	600,000.00	590,648.44	7,581.20	598,229.64	461.54	
US Treasury Notes	1.250%	02/14/22	11/30/26	395	1.920%	925,000.00	896,563.48	22,034.24	918,597.72	4,865.10	
US Treasury Notes	1.250%	02/14/22	12/30/26	425	1.930%	800,000.00	774,937.50	19,081.83	794,019.33	3,369.57	
US Treasury Notes	2.250%	10/10/24	02/15/27	472	3.950%	75,000.00	72,161.13	1,250.03	73,411.16	357.68	
US Treasury Notes	4.125%	05/06/25	02/28/27	485	3.880%	535,000.00	537,236.13	(586.74)	536,649.39	3,779.73	
US Treasury Notes	4.500%	03/13/25	05/15/27	561	3.960%	530,000.00	535,879.69	(1,667.11)	534,212.58	11,017.66	
US Treasury Notes	2.375%	07/06/22	05/15/27	561	2.910%	650,000.00	634,333.99	10,720.71	645,054.70	7,131.45	
US Treasury Notes	3.875%	10/06/25	05/31/27	577	3.600%	200,000.00	200,859.38	(35.75)	200,823.63	3,260.93	
US Treasury Notes	3.875%	07/22/25	05/31/27	577	3.870%	590,000.00	590,023.05	(2.46)	590,020.59	9,619.74	
US Treasury Notes	2.625%	06/03/22	05/31/27	577	2.920%	750,000.00	739,716.80	7,034.09	746,750.89	8,283.81	
US Treasury Notes	2.625%	10/11/24	05/31/27	577	3.910%	775,000.00	750,236.33	9,629.54	759,865.87	8,559.94	
US Treasury Notes	3.250%	08/05/22	06/30/27	607	2.780%	850,000.00	868,062.50	(11,947.49)	856,115.01	9,308.42	
US Treasury Notes	3.375%	10/03/24	09/15/27	684	3.520%	600,000.00	597,492.19	889.08	598,381.27	2,629.14	
US Treasury Notes	3.500%	10/29/25	09/30/27	699	3.500%	200,000.00	199,984.38	0.22	199,984.60	615.38	
US Treasury Notes	3.500%	10/29/25	09/30/27	699	3.500%	250,000.00	249,990.23	0.14	249,990.37	769.23	
US Treasury Notes	3.500%	02/02/23	01/31/28	822	3.640%	650,000.00	645,962.89	2,219.97	648,182.86	5,749.32	
US Treasury Notes	4.250%	10/29/25	02/15/28	837	3.490%	105,000.00	106,734.96	(5.82)	106,729.14	945.86	
US Treasury Notes	2.750%	09/03/24	02/15/28	837	3.750%	2,625,000.00	2,540,712.89	27,189.49	2,567,902.38	15,300.61	
US Treasury Notes	1.125%	08/02/24	02/29/28	851	3.990%	200,000.00	181,078.12	6,311.71	187,389.83	385.36	
US Treasury Notes	3.500%	05/02/23	04/30/28	912	3.600%	1,500,000.00	1,493,320.31	3,345.34	1,496,665.65	145.03	
US Treasury Notes	3.750%	05/21/25	05/15/28	927	3.940%	210,000.00	208,900.78	156.59	209,057.37	3,637.91	
US Treasury Notes	3.625%	06/05/23	05/31/28	943	3.700%	750,000.00	747,539.06	1,188.60	748,727.66	11,439.55	
US Treasury Notes	4.375%	11/05/24	08/31/28	1,035	4.190%	1,100,000.00	1,107,003.91	(1,709.10)	1,105,294.81	8,242.40	
US Treasury Notes	1.500%	01/04/24	11/30/28	1,126	3.970%	975,000.00	868,473.64	39,650.16	908,123.80	6,153.69	
US Treasury Notes	1.375%	02/05/24	12/31/28	1,157	4.020%	1,100,000.00	971,652.34	45,505.73	1,017,158.07	5,096.47	
US Treasury Notes	3.875%	06/05/25	12/31/28	1,157	3.960%	825,000.00	822,131.84	252.57	822,384.41	2,810.44	
US Treasury Notes	4.000%	12/05/24	10/31/29	1,461	4.150%	1,200,000.00	1,192,078.13	1,345.69	1,193,423.82	132.60	
US Treasury Notes	3.875%	09/04/25	11/30/29	1,491	3.720%	685,000.00	689,174.22	(144.04)	689,030.18	11,168.68	
US Treasury Notes	3.875%	02/07/25	11/30/29	1,491	4.340%	1,000,000.00	980,156.25	2,760.64	982,916.89	16,304.64	
US Treasury Notes	3.875%	01/07/25	12/31/29	1,522	4.360%	775,000.00	758,289.06	2,507.52	760,796.58	10,119.23	
US Treasury Notes	3.500%	03/04/25	01/31/30	1,553	4.070%	850,000.00	828,517.58	2,666.53	831,184.11	7,518.34	
US Treasury Notes	1.500%	04/03/25	02/15/30	1,568	3.900%	410,000.00	366,773.83	4,753.67	371,527.50	1,303.53	
US Treasury Notes	3.750%	07/03/25	05/31/30	1,673	3.790%	715,000.00	713,687.30	82.15	713,769.45	11,281.76	
US Treasury Notes	3.750%	08/05/25	06/30/30	1,703	3.990%	850,000.00	841,068.36	398.87	841,467.23	10,740.49	
US Treasury Notes	3.875%	09/04/25	07/31/30	1,734	3.760%	700,000.00	703,554.69	(103.41)	703,451.28	6,854.96	
US Treasury Notes	4.125%	10/06/25	08/31/30	1,765	3.680%	1,300,000.00	1,325,644.53	(344.18)	1,325,300.35	9,184.39	
New York St Dorm Auth Municipal Bonds	2.888%	03/25/22	03/15/27	500	2.890%	185,000.00	185,000.00	0.00	185,000.00	682.69	
NYC Transitional	4.619%	05/29/25	05/01/29	1,278	4.620%	145,000.00	145,000.00	0.00	145,000.00	2,827.85	
FN AL2092	3.000%	03/06/18	07/01/27	608	2.980%	23,814.50	23,844.26	(24.25)	23,820.01	59.54	
FN AP4718	2.500%	07/20/18	08/01/27	639	2.750%	30,126.18	29,528.36	478.26	30,006.62	62.76	
Fannie Mae Pool	3.500%	04/05/18	02/01/28	823	3.230%	46,373.10	47,430.98	(810.05)	46,620.93	135.25	
Fannie Mae Pool	3.500%	04/05/18	03/01/28	852	3.230%	8,353.85	8,544.42	(144.71)	8,399.71	24.37	
FR ZT1267	2.500%	08/21/19	05/01/28	913	3.230%	33,336.35	33,799.93	(327.68)	33,472.25	69.45	
FN CA1940	4.000%	07/11/18	06/01/28	944	3.640%	38,580.54	39,725.89	(840.39)	38,885.50	128.60	
FNMA Pool #AU1266	3.000%	10/31/17	07/01/28	974	2.720%	57,242.76	58,700.66	(1,086.63)	57,614.03	143.11	
FG J32374	2.500%	02/17/22	11/01/28	1,097	2.220%	95,795.99	97,472.43	(921.07)	96,551.36	199.57	
Fannie Mae Pool	4.000%	03/18/19	03/01/29	1,217	3.630%	28,446.90	29,322.53	(578.49)	28,744.04	94.82	
FNMA Pool #AS4197	3.500%	07/16/15	01/01/30	1,523	3.000%	29,184.46	30,899.04	(1,214.86)	29,684.18	85.12	
FHLMC Pool #U49048	3.000%	03/17/16	08/01/30	1,735	2.630%	61,482.98	64,182.47	(1,802.44)	62,380.03	153.71	
FNMA Pool #AL7738	3.500%	02/17/16	11/01/30	1,827	2.960%	61,465.18	65,450.81	(2,618.61)	62,832.20	179.27	
FR ZS7331	3.000%	02/13/20	12/01/30	1,857	2.600%	115,527.01	119,895.38	(2,295.44)	117,599.94	288.82	
FN FM1082	3.000%	08/19/19	09/01/31	2,131	2.720%	70,945.88	72,996.65	(1,050.35)	71,946.30	177.36	
FG G16720	3.500%	01/25/19	11/01/31	2,192	3.340%	61,935.50	62,932.27	(526.31)	62,405.96	180.65	
FG G16635	3.000%	04/18/19	02/01/32	2,284	2.930%	112,068.20	112,956.88	(452.43)	112,504.45	280.17	
FN FS2986	4.000%	10/21/22	10/01/32	2,527	4.370%	211,985.15	205,691.84	1,903.36	207,595.20	706.62	
Fannie Mae Pool	3.500%	02/13/18	01/01/33	2,619	3.300%	70,393.18	72,021.02	(839.94)	71,181.08	205.31	
Freddie Mac Pool	4.000%	06/07/18	02/01/33	2,650	3.730%	26,323.03	27,116.84	(399.38)	26,717.46	87.74	
FN CA1455	4.000%	12/20/18	03/01/33	2,678	3.760%	97,340.79	99,873.17	(1,218.35)	98,654.82	324.47	

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE	YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 10/31/25	
FN BM5830	3.500%	06/05/19	04/01/34	3.074	3.180%	119,917.42	124,414.32	(1,928.44)	122,485.88	349.76
FN FM0047	3.000%	06/17/21	12/01/34	3.318	2.450%	145,837.14	155,065.89	(2,983.99)	152,081.90	364.59
FN FM2694	3.000%	06/05/19	03/01/35	3.408	2.570%	153,704.47	161,966.09	(3,084.33)	158,881.76	384.26
FR SB0759	4.500%	10/18/22	03/01/35	3.408	4.630%	172,246.23	170,093.15	525.65	170,618.80	645.92
FR SB0364	3.500%	06/21/21	06/01/35	3.500	2.830%	131,958.93	142,185.74	(3,177.61)	139,008.13	384.88
FR SB0666	4.000%	05/13/22	06/01/35	3.500	3.750%	255,253.23	261,953.63	(1,766.70)	260,186.93	850.84
FN FM3701	2.500%	07/27/20	07/01/35	3.530	2.040%	138,938.35	147,079.26	(2,854.45)	144,224.81	289.45
FR SB0361	3.000%	03/20/23	07/01/35	3.530	3.530%	238,702.97	226,208.36	2,645.09	228,853.45	596.76
FN FM5714	4.000%	03/19/21	11/01/35	3.653	3.230%	93,925.18	102,319.74	(2,632.84)	99,686.90	313.08
FHLMC Multifamily Structured Pool	3.243%	06/13/23	04/01/27	517	4.440%	765,000.00	733,055.27	19,690.07	752,745.34	2,067.41
FNA 2018-M2 A2	3.003%	04/08/25	01/01/28	792	4.070%	461,563.47	448,473.83	2,505.09	450,978.92	1,117.29
FHMS KJ40 A1	3.400%	07/14/22	06/01/28	944	3.400%	237,876.00	237,873.13	1.59	237,874.72	673.98
FNA 2023-M6 A2	4.190%	07/31/23	07/01/28	974	4.580%	692,191.67	680,456.86	5,298.32	685,755.18	2,411.99
FHMS K512 A2	5.000%	12/21/23	11/01/28	1,097	4.780%	365,000.00	368,408.37	(1,189.10)	367,219.27	1,520.83
FHMS KJ45 A1	4.455%	05/25/23	11/01/28	1,097	4.460%	616,718.84	616,717.60	0.55	616,718.15	2,289.57
FHMS KJ43 A1	4.377%	12/15/22	12/01/28	1,127	4.380%	445,052.59	445,045.02	3.62	445,048.64	1,623.33
FHMS KJ44 A1	4.558%	02/23/23	01/25/29	1,182	4.560%	216,493.13	216,486.44	3.04	216,489.48	822.31
FHMS K749 A2	2.120%	04/15/25	03/01/29	1,217	4.200%	375,000.00	346,567.38	3,634.15	350,201.53	662.50
FHMS K522 A2	4.803%	06/13/24	05/01/29	1,278	4.800%	487,119.29	487,117.83	1.46	487,119.29	1,949.69
FHMS KJ42 A1	3.902%	09/15/22	07/01/29	1,339	3.900%	259,661.26	259,651.38	4.51	259,655.89	844.33
FHMS K526 A2	4.543%	08/15/24	07/01/29	1,339	4.330%	450,000.00	454,209.30	(945.46)	453,263.84	1,703.63
FHMS K097 A2	2.508%	07/17/24	07/01/29	1,339	4.520%	515,000.00	468,368.36	10,939.24	479,307.60	1,076.35
FHMS K529 A2	4.791%	10/16/24	09/01/29	1,401	4.340%	300,000.00	305,996.10	(1,154.78)	304,841.32	1,197.75
FHMS KJ49 A1	5.007%	02/19/24	09/01/30	1,766	5.010%	524,048.11	524,032.92	3.80	524,036.72	2,186.59
FHR 4096 PA	1.375%	02/26/20	08/01/27	639	1.490%	52,927.68	52,497.64	327.05	52,824.69	60.65
FNR 2012-107 GA	1.500%	12/06/19	09/01/27	670	1.690%	8,257.08	8,142.89	86.38	8,229.27	10.32
FHS 287 150	1.500%	12/27/17	10/01/27	700	1.840%	26,024.81	25,244.07	624.95	25,869.02	32.53
FNR 2012-145 EA	1.250%	02/12/20	01/01/28	792	1.440%	29,322.05	28,906.27	299.02	29,205.29	30.54
FNR 2013-39 MP	1.750%	12/12/19	05/01/28	913	1.860%	77,444.39	76,790.95	455.02	77,245.97	112.94
FNR 2013-19 GE	2.500%	10/30/19	03/01/33	2,678	2.400%	97,808.55	98,878.33	(479.13)	98,399.20	203.77
FHR 5050 XL	1.000%	05/08/19	07/01/36	3,896	1.180%	167,227.42	168,050.49	(357.12)	167,693.37	418.07
FHR 5050 XL	1.000%	02/11/22	07/01/36	3,896	1.820%	122,511.97	119,602.30	750.67	120,352.97	102.09
FHR 4877 CA	3.000%	07/19/24	04/01/34	3,074	2.960%	260,905.13	237,872.10	2,095.26	239,967.36	217.42
FHR 5050 XA	1.000%	07/24/24	07/01/39	4,991	1.690%	311,810.50	283,455.23	2,000.00	285,455.23	259.84
FHR 5042 DA	1.000%	07/24/24	05/01/41	5,661	1.550%	289,608.65	315,113.12	1,595.67	291,204.32	262.59
FNR 2013-75 PC	2.500%	04/20/20	04/01/43	6,361	2.200%	140,669.31	148,274.25	(1,827.57)	146,446.68	293.06
FNR 2015-33 P	2.500%	02/20/20	06/01/45	7,153	2.400%	61,195.22	62,361.75	(262.20)	62,099.55	127.49
FNR 2016-19 AH	3.000%	07/13/20	04/01/46	7,457	2.580%	63,366.02	68,422.92	(1,039.49)	67,383.43	158.42
FHR 5000 LB	1.250%	08/07/20	07/01/46	7,548	1.160%	165,495.36	168,753.55	(655.26)	168,098.29	172.39
FNR 2016-79 HA	2.000%	06/05/20	11/01/46	7,671	1.830%	104,940.03	108,776.91	(781.88)	107,995.03	174.90
FNR 2019-13A	3.500%	01/23/24	04/01/49	8,553	3.840%	612,414.48	579,234.06	1,429.47	580,663.53	1,786.21
Federal Home Loan Bank Notes	0.830%	08/19/22	02/10/27	467	3.370%	740,000.00	662,492.40	55,424.43	717,916.83	1,381.95
Federal Home Loan Bank Notes	1.020%	08/16/22	02/24/27	481	3.240%	780,000.00	707,608.20	51,359.05	758,967.25	1,480.70
American Honda Finance	4.900%	03/14/24	03/12/27	497	4.890%	100,000.00	100,041.00	(21.59)	100,019.41	666.94
American Honda Finance	4.900%	03/13/24	03/12/27	497	4.920%	115,000.00	114,936.75	33.44	114,970.19	766.99
Hormel Foods	4.800%	08/09/24	03/30/27	515	4.400%	250,000.00	251,990.00	(926.42)	251,063.58	1,033.33
BP Cap Markets America	3.588%	05/17/24	04/14/27	530	4.950%	250,000.00	240,860.00	4,412.39	245,272.39	423.58
JP Morgan Chase	1.158%	05/20/24	04/22/27	538	4.150%	400,000.00	371,984.00	13,454.17	385,438.17	157.80
Goldman Sachs Group Inc	5.414%	05/21/24	05/21/27	567	5.410%	100,000.00	100,000.00	0.00	100,000.00	2,406.22
National Australia Bank/NY Corp	5.087%	06/11/24	06/11/27	588	5.090%	330,000.00	330,000.00	0.00	330,000.00	6,528.32
National Australia Bank/NY Corp	5.087%	06/11/24	06/11/27	588	5.040%	395,000.00	395,477.95	(212.38)	395,265.57	7,814.20
American Honda Finance	4.900%	07/10/24	07/09/27	616	4.950%	345,000.00	344,554.95	186.71	344,741.66	5,259.33
BMW US Capital	4.600%	08/13/24	08/13/27	651	4.600%	185,000.00	184,985.20	6.03	184,991.23	1,843.83
Morgan Stanley Bank	4.447%	10/18/24	10/15/27	714	4.450%	345,000.00	345,000.00	0.00	345,000.00	681.87
Morgan Stanley Bank	4.447%	10/18/24	10/15/27	714	4.450%	425,000.00	424,953.25	16.04	424,969.29	839.99
Mercedes-Benz Fin	4.900%	11/15/24	11/15/27	745	4.940%	375,000.00	374,587.50	125.70	374,713.20	8,472.92
UBS AG Stamford Ct	4.864%	01/10/25	01/10/28	801	4.860%	250,000.00	250,000.00	0.00	250,000.00	3,749.33
National Rural Util Corp	4.750%	02/07/25	02/07/28	829	4.770%	100,000.00	99,956.00	10.24	99,966.24	1,108.33

DuPAGE WATER COMMISSION  
 INVESTMENTS  
 (Unaudited)  
 October 31, 2025

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE	YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 10/31/25
National Rural Util Corp	4.750%	02/07/25	02/07/28	829 4.650%	130,000.00	130,344.50	(82.42)	130,262.08	1,440.83
Eli Lilly & Co	4.550%	06/27/25	02/12/28	834 4.050%	180,000.00	182,203.20	(285.90)	181,917.30	1,797.25
Eli Lilly & Co	4.550%	02/12/25	02/12/28	834 4.570%	225,000.00	224,856.00	33.19	224,889.19	2,246.56
Cisco Systems Inc	4.550%	02/24/25	02/24/28	846 4.560%	170,000.00	169,943.90	12.54	169,956.44	1,439.57
Chevron USA	4.475%	02/26/25	02/26/28	848 4.480%	205,000.00	205,000.00	0.00	205,000.00	1,656.37
State Street Corp	4.530%	02/28/25	02/28/28	850 4.540%	400,000.00	400,000.00	0.00	400,000.00	3,175.20
Mars Inc	4.600%	03/12/25	03/01/28	852 4.600%	95,000.00	94,999.05	0.33	94,999.38	728.33
Mars Inc	4.600%	03/12/25	03/01/28	852 4.530%	150,000.00	150,295.50	(61.88)	150,233.62	1,150.00
Johnson & Johnson	4.550%	03/04/25	03/01/28	852 4.270%	260,000.00	261,983.80	(428.01)	261,555.79	1,971.67
Paccar Financial	4.550%	03/03/25	03/03/28	854 4.570%	385,000.00	384,765.15	49.91	384,815.06	2,822.26
Commonwealth Bk	4.423%	03/14/25	03/14/28	865 4.420%	300,000.00	300,000.00	0.00	300,000.00	1,732.34
Kenvue Inc	5.050%	06/30/25	03/22/28	873 4.120%	280,000.00	286,610.80	(800.48)	285,810.32	1,531.83
Citigroup Inc	4.643%	05/07/25	05/07/28	919 4.640%	390,000.00	390,000.00	0.00	390,000.00	8,752.06
Cummins Inc	4.250%	05/09/25	05/09/28	921 4.280%	25,000.00	24,982.50	2.65	24,985.15	507.64
Astrazeneca Finance LLC	1.750%	05/07/25	05/28/28	940 4.260%	200,000.00	185,772.00	2,129.47	187,901.47	1,487.50
National Secs Clearing	5.000%	04/23/25	05/30/28	942 4.310%	250,000.00	254,195.00	(686.36)	253,508.64	5,243.06
HSBC USA	4.650%	06/03/25	06/03/28	946 4.650%	400,000.00	400,032.00	(4.02)	400,027.98	7,646.67
Target Corp	4.350%	06/10/25	06/15/28	958 4.350%	70,000.00	69,999.30	0.19	69,999.49	1,192.63
National Rural Util Coop	4.150%	08/25/25	08/25/28	1,029 4.190%	100,000.00	99,888.00	6.54	99,894.54	760.83
Bristol-Myers Squibb	4.900%	04/16/25	02/22/29	1,210 4.510%	200,000.00	202,738.00	(365.79)	202,372.21	1,878.33
Astrazeneca Finance LLC	4.850%	04/16/25	02/26/29	1,214 4.510%	200,000.00	202,340.00	(311.54)	202,028.46	1,751.39
American Express Co	4.731%	04/25/25	04/25/29	1,272 4.730%	220,000.00	220,000.00	0.00	220,000.00	173.47
Bank of America Corp	4.623%	05/09/25	05/09/29	1,286 4.620%	390,000.00	390,000.00	0.00	390,000.00	8,614.19
United Parcel Service	2.500%	06/27/25	09/01/29	1,401 4.280%	180,000.00	167,842.80	923.65	168,766.45	750.00
Accenture Capital	5.050%	10/15/25	10/04/29	1,434 4.050%	325,000.00	325,006.50	0.37	325,006.87	987.19
BMW US Capital	5.050%	03/21/25	03/21/30	1,602 5.060%	190,000.00	189,950.60	5.78	189,956.38	1,066.11
State Street Corp	4.834%	04/24/25	04/24/30	1,636 4.830%	95,000.00	95,000.00	0.00	95,000.00	89.29
State Street Corp	4.834%	04/24/25	04/24/30	1,636 4.700%	260,000.00	261,588.60	(151.13)	261,437.47	244.39
Walmart	4.350%	04/28/25	04/28/30	1,640 4.390%	145,000.00	144,749.15	23.16	144,772.31	52.56
Blackrock Inc	2.400%	06/27/25	04/30/30	1,642 4.300%	290,000.00	266,196.80	1,532.74	267,729.54	19.33
Toyota Motor Credit Corp	4.800%	05/15/25	05/15/30	1,657 4.830%	195,000.00	194,777.70	18.64	194,796.34	4,316.00
National Secs Clearing	4.700%	05/20/25	05/20/30	1,662 4.710%	415,000.00	414,742.70	21.75	414,764.45	8,723.07
Citibank NA	4.914%	05/29/25	05/29/30	1,671 4.910%	250,000.00	250,000.00	0.00	250,000.00	5,187.00
John Deere Capital	4.550%	06/05/25	06/05/30	1,678 4.560%	180,000.00	179,904.60	7.53	179,912.13	3,321.50
Analog Devices Inc	4.500%	06/16/25	06/15/30	1,688 4.520%	400,000.00	399,648.00	25.01	399,673.01	6,750.00
Home Depot	3.950%	09/15/25	09/15/30	1,780 4.030%	85,000.00	84,694.85	7.47	84,702.32	429.01
<b>Meta Platforms Inc</b>	<b>4.200%</b>	<b>11/03/25</b>	<b>11/15/30</b>	<b>1,841 4.230%</b>	<b>370,000.00</b>	<b>369,563.40</b>	<b>0.00</b>	<b>369,563.40</b>	-
		Weighted Avg Maturity	1,311	3.827%	\$ 54,708,089.36	\$ 53,801,934.13	\$ 354,842.62	\$ 54,156,776.75	\$ 393,478.15
<b>Water Fund L-T Water Capital Reserve (01-121900)</b>									
III - Money Market (PFM Asset Management)	4.150%	10/31/25	11/01/25	1 4.150%	400,993.86	400,993.86	0.00	400,993.86	-
US Treasury Notes	4.500%	03/13/25	05/15/27	561 3.960%	275,000.00	278,050.78	(865.01)	277,185.77	5,716.71
US Treasury Notes	3.875%	10/06/25	05/31/27	577 3.600%	100,000.00	100,429.69	(17.88)	100,411.81	1,630.46
US Treasury Notes	3.500%	10/29/25	09/30/27	699 3.500%	100,000.00	99,992.19	0.11	99,992.30	307.69
US Treasury Notes	3.500%	10/29/25	09/30/27	699 3.500%	130,000.00	129,994.92	0.07	129,994.99	400.00
US Treasury Notes	0.625%	01/05/21	12/31/27	791 0.660%	200,000.00	199,476.56	361.21	199,837.77	421.20
US Treasury Notes	4.250%	10/29/25	02/15/28	837 3.490%	55,000.00	55,908.79	(3.05)	55,905.74	495.45
US Treasury Notes	2.875%	04/05/21	05/15/28	927 1.420%	150,000.00	164,695.31	(9,451.43)	155,243.88	1,992.19
US Treasury Notes	1.250%	06/04/21	05/31/28	943 1.230%	275,000.00	275,365.23	(230.31)	275,134.92	1,446.38
US Treasury Notes	1.250%	10/03/24	05/31/28	943 3.550%	300,000.00	276,562.50	6,603.57	283,166.07	1,577.87
US Treasury Notes	1.000%	08/02/21	07/31/28	1,004 0.990%	400,000.00	400,203.13	(123.33)	400,079.80	1,010.87
US Treasury Notes	1.125%	09/02/21	08/31/28	1,035 1.070%	400,000.00	401,359.38	(809.03)	400,550.35	770.72
US Treasury Notes	3.125%	05/01/19	11/15/28	1,111 2.470%	150,000.00	158,320.31	(5,670.23)	152,650.08	2,165.42
US Treasury Notes	2.625%	06/03/19	02/15/29	1,203 2.120%	100,000.00	104,406.25	(2,911.38)	101,494.87	556.39
US Treasury Notes	2.625%	04/01/19	02/15/29	1,203 2.490%	150,000.00	151,769.53	(1,179.69)	150,589.84	834.58
US Treasury Notes	2.750%	06/03/22	05/31/29	1,308 2.950%	250,000.00	246,933.59	1,497.19	248,430.78	2,892.76
US Treasury Notes	3.250%	07/06/22	06/30/29	1,338 2.870%	500,000.00	511,992.19	(5,706.98)	506,285.21	5,475.54
US Treasury Notes	4.000%	08/23/24	10/31/29	1,461 4.290%	400,000.00	394,265.63	1,682.01	395,947.64	44.20
US Treasury Notes	4.000%	03/05/24	10/31/29	1,461 3.750%	550,000.00	556,359.38	(1,350.02)	555,009.36	607.77
US Treasury Notes	1.750%	02/03/20	11/15/29	1,476 1.560%	250,000.00	254,355.47	(2,556.45)	251,799.02	2,021.06
US Treasury Notes	3.500%	02/02/23	01/31/30	1,553 3.590%	285,000.00	283,408.01	624.96	284,032.97	2,520.86
US Treasury Notes	1.500%	03/04/22	02/15/30	1,568 1.820%	345,000.00	336,833.20	3,761.51	340,594.71	1,096.88
US Treasury Notes	3.625%	08/02/24	03/31/30	1,612 3.940%	600,000.00	590,460.94	1,927.80	592,388.74	1,912.09
US Treasury Notes	0.625%	06/29/20	05/15/30	1,657 0.650%	250,000.00	249,414.06	316.86	249,730.92	721.81
US Treasury Notes	0.625%	11/03/21	08/15/30	1,749 1.500%	250,000.00	232,148.44	8,118.40	240,266.84	331.18
US Treasury Notes	4.125%	02/06/24	08/31/30	1,765 3.870%	150,000.00	152,238.28	(591.77)	151,646.51	1,059.74
US Treasury Notes	4.125%	10/29/24	08/31/30	1,765 4.130%	150,000.00	149,929.69	11.12	149,940.81	1,059.74

DuPAGE WATER COMMISSION  
INVESTMENTS  
(Unaudited)  
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FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE	YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 10/31/25	
US Treasury Notes	4.125%	11/05/24	08/31/30	1.765	4.220%	625,000.00	621,777.34	494.63	622,271.97	4,415.57
US Treasury Notes	4.625%	09/03/24	09/30/30	1.795	3.750%	675,000.00	706,851.56	(5,547.97)	701,303.59	2,744.51
US Treasury Notes	0.875%	12/11/20	11/15/30	1.841	0.880%	200,000.00	199,867.19	65.36	199,932.55	808.42
US Treasury Notes	3.750%	01/04/24	12/31/30	1.887	3.960%	600,000.00	592,242.19	1,827.90	594,070.09	7,581.52
US Treasury Notes	4.125%	06/11/25	07/31/31	2.099	4.240%	125,000.00	124,199.22	45.54	124,244.76	1,303.07
US Treasury Notes	1.250%	11/03/21	08/15/31	2.114	1.540%	250,000.00	243,369.14	2,707.31	246,076.45	662.36
US Treasury Notes	3.750%	12/30/24	08/31/31	2.130	4.510%	190,000.00	181,746.88	907.29	182,654.17	1,220.30
US Treasury Notes	4.125%	07/03/25	10/31/31	2.191	3.920%	375,000.00	379,189.45	(192.20)	378,997.25	42.73
US Treasury Notes	1.375%	02/22/22	11/15/31	2.206	1.940%	450,000.00	427,517.58	8,529.78	436,047.36	2,858.36
US Treasury Notes	4.125%	09/30/25	11/30/31	2.221	3.820%	400,000.00	406,546.88	(80.09)	406,466.79	6,942.62
US Treasury Notes	4.500%	10/06/25	12/31/31	2.252	3.810%	775,000.00	804,274.41	(293.02)	803,981.39	11,751.36
US Treasury Notes	4.375%	07/17/25	01/31/32	2.283	4.190%	210,000.00	212,214.84	(86.49)	212,128.35	2,321.84
US Treasury Notes	4.125%	08/05/25	02/29/32	2.312	4.140%	300,000.00	299,765.63	7.62	299,773.25	2,119.48
US Treasury Notes	2.875%	06/03/22	05/15/32	2.388	2.910%	100,000.00	99,714.84	97.85	99,812.69	1,328.13
US Treasury Notes	2.875%	09/04/25	05/15/32	2.388	3.990%	215,000.00	201,083.79	286.19	201,369.98	2,855.47
US Treasury Notes	4.000%	10/29/25	07/31/32	2.465	3.770%	100,000.00	101,359.38	(1.17)	101,358.21	1,010.87
US Treasury Notes	2.750%	01/04/24	08/15/32	2.480	3.990%	875,000.00	796,796.88	16,580.25	813,377.13	5,100.20
US Treasury Notes	4.125%	12/29/22	11/15/32	2.572	3.850%	200,000.00	204,539.06	(1,305.50)	203,233.56	3,811.14
US Treasury Notes	4.500%	09/04/25	11/15/33	2.937	4.120%	95,000.00	97,504.88	(40.30)	97,464.58	1,974.86
US Treasury Notes	4.500%	03/04/25	11/15/33	2.937	4.220%	240,000.00	244,762.50	(302.29)	244,460.21	4,989.13
US Treasury Notes	4.250%	04/03/25	11/15/34	3.302	4.150%	200,000.00	201,515.63	(73.65)	201,441.98	3,926.63
US Treasury Notes	4.250%	02/06/25	11/15/34	3.302	4.550%	270,000.00	263,714.06	381.40	264,095.46	5,300.95
New York St Dorm Auth Municipal Bonds	2.888%	03/25/22	03/15/27	500	2.890%	55,000.00	55,000.00	0.00	55,000.00	202.96
NYC Transitional	4.930%	05/29/25	05/01/31	2.008	4.930%	150,000.00	150,000.00	0.00	150,000.00	3,122.33
New York H	5.171%	04/29/25	02/01/32	2.284	5.170%	300,000.00	300,000.00	0.00	300,000.00	3,878.25
Oregon St B	4.891%	04/29/25	05/01/32	2.374	4.890%	75,000.00	75,000.00	0.00	75,000.00	1,854.50
NYC Transitional	5.030%	05/29/25	05/01/32	2.374	5.030%	150,000.00	150,000.00	0.00	150,000.00	3,185.67
FR ZT1267	2.500%	08/21/19	05/01/28	913	2.320%	8,682.96	8,803.71	(85.35)	8,718.36	18.09
FNMA Pool #AU1266	3.000%	10/31/17	07/01/28	974	2.720%	13,209.85	13,546.29	(250.76)	13,295.53	33.02
FG J32374	2.500%	02/17/22	11/01/28	1,097	2.220%	29,372.96	29,886.99	(282.42)	29,604.57	61.19
Fannie Mae Pool	4.000%	03/18/19	03/01/29	1,217	3.630%	6,034.19	6,219.93	(122.71)	6,097.22	20.11
FNMA Pool #AS4197	3.500%	07/16/15	01/01/30	1,523	3.000%	7,210.31	7,633.91	(300.14)	7,333.77	21.03
FHLMC Pool #U49048	3.000%	03/17/16	08/01/30	1,735	2.630%	9,222.48	9,627.41	(270.37)	9,357.04	23.06
FNMA Pool #AL7738	3.500%	02/17/16	11/01/30	1,827	2.960%	10,144.80	10,802.62	(432.20)	10,370.42	29.59
FR Z57331	3.000%	02/13/20	12/01/30	1,857	2.600%	29,496.27	30,611.59	(586.06)	30,025.53	73.74
FN FM1082	3.000%	08/19/19	09/01/31	2,131	2.720%	18,084.29	18,607.03	(267.73)	18,339.30	45.21
FG G16635	3.000%	04/18/19	02/01/32	2,284	2.930%	24,014.63	24,205.04	(96.94)	24,108.10	60.04
FN FS2986	4.000%	10/21/22	10/01/32	2,527	4.370%	69,885.21	67,810.49	627.48	68,437.97	232.95
FN BM5462	3.000%	06/21/19	11/01/32	2,558	2.800%	27,626.44	28,252.36	(296.24)	27,956.12	69.07
Freddie Mac Pool	4.000%	06/07/18	02/01/33	2,650	3.730%	8,099.30	8,343.51	(122.87)	8,220.64	27.00
FN CA1455	4.000%	12/20/18	03/01/33	2,678	3.760%	21,817.73	22,385.33	(273.08)	22,112.25	72.73
FN BM5830	3.500%	06/05/19	04/01/34	3,074	3.180%	29,979.36	31,103.59	(482.11)	30,621.48	87.44
FN FM0047	3.000%	06/17/21	12/01/34	3,318	2.450%	44,643.98	47,469.11	(913.47)	46,555.64	111.61
FR SB0759	4.500%	10/18/22	03/01/35	3,408	4.630%	61,516.51	60,747.55	187.73	60,935.28	230.69
FR SB0364	3.500%	06/21/21	06/01/35	3,500	2.830%	39,451.67	42,509.18	(950.02)	41,559.16	115.07
FR SB0666	4.000%	05/17/22	06/01/35	3,500	3.750%	79,465.63	81,551.60	(550.01)	81,001.59	264.89
FN FM3701	2.500%	07/27/20	07/01/35	3,530	2.040%	37,711.85	39,921.53	(774.78)	39,146.75	78.57
FR SB0361	3.000%	03/20/23	07/01/35	3,530	3.530%	67,615.08	73,552.42	(860.06)	74,412.48	194.04
FN FM5714	4.000%	03/19/21	11/01/35	3,653	3.230%	25,732.89	28,032.76	(721.33)	27,311.43	85.78
FR SB1478	5.000%	04/10/25	02/01/40	5,206	4.960%	254,002.16	255,153.11	(29.28)	255,123.83	1,058.34
FN FM8086	3.500%	10/15/21	07/01/51	9,374	3.090%	130,380.44	140,668.27	(1,389.00)	139,279.27	380.28
FHMS K737 A1	2.116%	01/22/20	06/01/26	213	2.030%	7,318.17	7,354.71	(32.83)	7,321.88	12.90
FHMS K065 A2	3.243%	06/13/23	04/01/27	517	4.420%	265,000.00	253,934.18	6,820.74	260,754.92	716.16
FHMS K070 A2	3.303%	07/05/24	11/01/27	731	4.890%	275,000.00	261,325.20	5,041.22	266,366.42	756.94
FHMS K140 A1	3.400%	07/14/22	06/01/28	944	3.400%	79,291.96	79,290.99	0.54	79,291.53	224.66
FNA 2023-M6 A2	4.190%	07/31/23	07/01/28	974	4.580%	243,460.52	239,333.10	1,863.55	241,196.65	848.35
FHMS K508 A2	4.740%	10/19/23	08/01/28	1,005	5.260%	250,000.00	244,516.00	2,123.04	246,639.04	987.50
FHMS K506 A2	4.650%	09/14/23	08/01/28	1,005	4.990%	255,000.00	251,227.79	1,505.96	252,733.75	988.13
FHMS K509 A2	4.850%	10/31/23	09/01/28	1,036	5.600%	190,000.00	183,942.23	2,208.70	186,150.93	767.92
FHMS K507 A2	4.800%	09/28/23	09/01/28	1,036	5.070%	250,000.00	247,011.75	1,129.38	248,141.13	1,000.00
FHMS K510 A2	5.069%	11/21/23	10/01/28	1,066	5.140%	90,000.00	89,739.81	94.61	89,834.42	380.18
FHMS K511 A2	4.860%	12/07/23	10/25/28	1,090	4.930%	140,000.00	139,597.78	144.63	139,742.41	567.00
FHMS K512 A2	5.000%	12/21/23	11/01/28	1,097	4.780%	104,039.79	97,125.62	3,415.89	100,541.51	260.10
FHMS K750 A1	3.000%	11/03/22	11/01/28	1,097	4.260%	130,000.00	131,213.94	(423.52)	130,790.42	541.67
FHMS K145 A1	4.455%	05/25/23	11/01/28	1,097	4.460%	204,125.27	204,124.86	0.18	204,125.04	757.82
FHMS K143 A1	4.377%	12/15/22	12/01/28	1,127	4.380%	146,185.17	146,182.68	1.19	146,183.87	533.21
FHMS K144 A2	4.572%	06/06/24	12/01/28	1,127	4.960%	265,000.00	260,859.38	1,173.28	262,032.66	1,009.65
FHMS K144 A1	4.558%	02/23/23	01/25/29	1,182	4.560%	69,026.79	69,024.63	0.98	69,025.61	262.19
FHMS K752 A1	4.284%	08/24/23	01/01/29	1,158	4.910%	102,650.11	99,617.94	1,223.12	100,841.06	366.46
FHMS K749 A2	2.120%	04/15/25	03/01/29	1,217	4.200%	200,000.00	184,835.94	1,938.21	186,774.15	353.33
FHMS K522 A2	4.803%	06/13/24	05/01/29	1,278	4.800%	253,302.03	253,301.27	0.76	253,302.03	1,013.84
FHMS K142 A1	3.902%	09/15/22	07/01/29	1,339	3.900%	84,540.87	84,537.65	1.47	84,539.12	274.90
FHMS K526 A2	4.543%	08/15/24	07/01/29	1,339	4.330%	240,000.00	242,244.96	(504.25)	241,740.71	908.60
FHMS K097 A2	2.508%	07/17/24	07/01/29	1,339	4.550%	270,000.00	245,552.34	5,735.14	251,287.48	564.30
FHMS K529 A2	4.791%	10/16/24	09/01/29	1,401	4.340%	160,000.00	163,197.92	(615.88)	162,582.04	638.80
FHMS K120 A1	0.892%	04/01/24	07/01/30	1,704	3.340%	235,840.31	203,283.30	7,511.79	210,795.09	175.31

DuPAGE WATER COMMISSION  
INVESTMENTS  
(Unaudited)  
October 31, 2025

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 10/31/25
FHMS KJ49 A1	5.007%	02/19/24	09/01/30	1,766	5.010%	182,277.60	182,272.31	1.33	182,273.64	760.55
FHR 4096 PA	1.375%	02/21/20	08/01/27	639	1.490%	13,725.81	13,614.29	84.81	13,699.10	15.73
FNR 2012-145 EA	1.250%	02/07/20	01/01/28	792	1.440%	7,563.63	7,456.38	77.13	7,533.51	7.88
FNR 2013-39 MP	1.750%	12/09/19	05/01/28	913	1.860%	19,779.51	19,612.62	116.21	19,728.83	28.85
Fannie Mae	2.500%	10/25/19	03/01/33	2,678	2.400%	24,919.41	25,191.97	(122.07)	25,069.90	51.92
Freddie Mac	3.000%	05/03/19	04/01/34	3,074	2.960%	30,872.76	31,024.72	(65.93)	30,958.79	77.18
FHR 5050 XL	1.000%	02/11/22	07/01/36	3,896	1.180%	37,434.22	36,545.14	229.37	36,774.51	31.20
FHR 5050 XL	1.000%	07/19/24	07/01/36	3,896	1.820%	158,811.81	144,791.70	1,275.38	146,067.08	132.34
FHR 5050 XA	1.000%	07/24/24	07/01/39	4,991	1.690%	163,329.31	148,476.54	1,047.62	149,524.16	136.11
FHR 5042 DA	1.000%	07/24/24	05/01/41	5,661	1.550%	166,246.73	152,791.13	841.84	153,632.97	138.54
FNR 2015-33 P	2.500%	02/14/20	06/01/45	7,153	2.400%	15,679.88	15,978.78	(67.18)	15,911.60	32.67
FNR 2016-79 HA	2.000%	06/05/20	11/01/46	7,671	1.830%	26,455.42	27,422.69	(197.11)	27,225.58	44.09
FNR 2019-13A	3.500%	01/23/24	04/01/49	8,553	3.840%	213,514.03	201,945.91	498.37	202,444.28	622.75
Federal Home Loan Bank Notes	0.830%	08/19/22	02/10/27	467	3.370%	245,000.00	219,338.70	18,349.98	237,688.68	457.54
Federal Home Loan Bank Notes	1.020%	08/16/22	02/24/27	481	3.240%	255,000.00	231,333.45	16,790.46	248,123.91	484.08
Fannie Mae Notes	0.750%	10/07/20	10/08/27	707	0.770%	210,000.00	209,699.70	217.21	209,916.91	100.63
Fannie Mae Notes	0.875%	08/05/20	08/05/30	1,739	0.930%	100,000.00	99,485.00	269.73	99,754.73	209.03
Federal Home Loan Bank Notes	3.500%	08/05/22	06/11/32	2,415	3.120%	230,000.00	237,378.40	(2,426.17)	234,952.23	3,130.56
Goldman Sachs Group Inc	3.500%	05/14/24	11/16/26	381	5.430%	135,000.00	128,974.95	3,422.83	132,397.78	2,165.63
Hormel Foods	4.800%	08/09/24	03/30/27	515	4.400%	130,000.00	131,034.80	(481.74)	130,553.06	537.33
BMW US Capital	4.900%	04/02/24	04/02/27	518	4.940%	95,000.00	94,886.95	57.61	94,944.56	374.99
BP Cap Markets America	3.588%	05/17/24	04/14/27	530	4.950%	135,000.00	130,064.40	2,382.69	132,447.09	228.74
Goldman Sachs Group Inc	5.414%	05/21/24	05/21/27	567	5.410%	50,000.00	50,000.00	0.00	50,000.00	1,203.11
National Australia Bank/NY Corp	5.087%	06/11/24	06/11/27	588	5.040%	400,000.00	400,484.00	(215.07)	400,268.93	7,913.11
American Honda Finance	4.900%	07/10/24	07/09/27	616	4.950%	185,000.00	184,761.35	100.12	184,861.47	2,820.22
Morgan Stanley Bank	4.447%	10/18/24	10/15/27	714	4.450%	400,000.00	399,956.00	15.10	399,971.10	790.58
Mercedes-Benz Fin	4.900%	11/15/24	11/15/27	745	4.940%	200,000.00	199,780.00	67.04	199,847.04	4,518.89
National Rural Util Corp	4.750%	02/07/25	02/07/28	829	4.650%	55,000.00	54,975.80	5.63	54,981.43	609.58
Eli Lilly & Co	4.550%	06/27/25	02/12/28	834	4.050%	95,000.00	96,162.80	(150.89)	96,011.91	948.55
Eli Lilly & Co	4.550%	02/12/25	02/12/28	834	4.570%	120,000.00	119,923.20	17.70	119,940.90	1,198.17
Cisco Systems Inc	4.550%	02/24/25	02/24/28	846	4.560%	85,000.00	84,971.95	6.27	84,978.22	719.78
Chevron USA	4.475%	02/26/25	02/26/28	848	4.480%	175,000.00	175,000.00	0.00	175,000.00	1,413.98
State Street Corp	4.530%	02/28/25	02/28/28	850	4.540%	205,000.00	205,000.00	0.00	205,000.00	1,627.29
Mars Inc	4.600%	03/12/25	03/01/28	852	4.600%	50,000.00	49,999.50	0.17	49,999.67	383.33
Mars Inc	4.600%	03/12/25	03/01/28	852	4.530%	80,000.00	80,157.60	(33.00)	80,124.60	613.33
Paccar Financial	4.550%	03/03/25	03/03/28	854	4.570%	200,000.00	199,878.00	25.93	199,903.93	1,466.11
Commonwealth Bk	4.423%	03/14/25	03/14/28	865	4.420%	250,000.00	250,000.00	0.00	250,000.00	1,443.62
Kenvue Inc	5.050%	06/30/25	03/22/28	873	4.120%	150,000.00	153,541.50	(428.83)	153,112.67	820.63
Citigroup Inc	4.643%	05/07/25	05/07/28	919	4.640%	200,000.00	200,000.00	0.00	200,000.00	4,488.23
Astrazeneca Finance LLC	1.750%	05/07/25	05/28/28	940	4.260%	100,000.00	92,886.00	1,064.73	93,950.73	743.75
HSBC USA	4.650%	06/03/25	06/03/28	946	4.650%	200,000.00	200,016.00	(2.01)	200,013.99	3,823.33
Target Corp	4.350%	06/10/25	06/15/28	958	4.350%	35,000.00	34,999.65	0.09	34,999.74	596.31
Bristol-Myers Squibb	4.900%	04/16/25	02/22/29	1,210	4.510%	100,000.00	101,369.00	(182.90)	101,186.10	939.17
Astrazeneca Finance LLC	4.850%	04/16/25	02/26/29	1,214	4.510%	110,000.00	111,287.00	(171.35)	111,115.65	963.26
American Express Co	4.731%	04/25/25	04/25/29	1,272	4.730%	115,000.00	115,000.00	0.00	115,000.00	90.68
Bank of America Corp	4.623%	05/09/25	05/09/29	1,286	4.620%	200,000.00	200,000.00	0.00	200,000.00	4,417.53
United Parcel Service	2.500%	06/27/25	09/01/29	1,401	4.280%	100,000.00	93,246.00	513.14	93,759.14	416.67
Roche Holdings	4.203%	10/15/25	09/09/29	1,409	4.060%	200,000.00	200,980.00	(10.60)	200,969.40	1,214.20
Accenture Capital	4.050%	10/15/25	10/04/29	1,434	4.050%	175,000.00	175,003.50	0.20	175,003.70	531.56
BMW US Capital	5.050%	03/21/25	03/21/30	1,602	5.060%	95,000.00	94,975.30	2.89	94,978.19	533.06
State Street Corp	4.834%	04/24/25	04/24/30	1,636	4.830%	50,000.00	50,000.00	0.00	50,000.00	47.00
State Street Corp	4.834%	04/24/25	04/24/30	1,636	4.700%	140,000.00	140,855.40	(81.38)	140,774.02	131.59
Walmart	4.350%	04/28/25	04/28/30	1,640	4.390%	75,000.00	74,870.25	11.98	74,882.23	27.19
Blackrock Inc	2.400%	06/27/25	04/30/30	1,642	4.300%	150,000.00	137,688.00	792.80	138,480.80	10.00
Toyota Motor Credit Corp	4.800%	05/15/25	05/15/30	1,657	4.830%	95,000.00	94,891.70	9.08	94,900.78	2,102.67
National Secs Clearing	4.700%	05/20/25	05/20/30	1,662	4.710%	250,000.00	249,845.00	13.10	249,858.10	5,254.86
Citibank NA	4.914%	05/29/25	05/29/30	1,671	4.910%	250,000.00	250,000.00	0.00	250,000.00	5,187.00
John Deere Capital	4.550%	06/05/25	06/05/30	1,678	4.560%	100,000.00	99,947.00	4.18	99,951.18	1,845.28
Analog Devices Inc	4.500%	06/16/25	06/15/30	1,688	4.520%	200,000.00	199,824.00	12.50	199,836.50	3,375.00
Cummins Inc	4.700%	05/09/25	02/15/31	1,933	4.700%	200,000.00	199,926.00	5.47	199,931.47	4,491.11
<b>Meta Platforms Inc</b>	<b>4.600%</b>	<b>11/03/25</b>	<b>11/15/32</b>	<b>2,572</b>	<b>4.600%</b>	<b>60,000.00</b>	<b>59,995.20</b>	<b>0.00</b>	<b>59,995.20</b>	-
<b>Meta Platforms Inc</b>	<b>4.600%</b>	<b>11/03/25</b>	<b>11/15/32</b>	<b>2,572</b>	<b>4.730%</b>	<b>230,000.00</b>	<b>228,252.00</b>	<b>0.00</b>	<b>228,252.00</b>	-
Weighted Avg Maturity			1,699		3.773%	\$ 29,664,785.96	\$ 29,366,011.17	\$ 93,977.45	\$ 29,459,988.62	\$ 223,627.32

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE	YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 10/31/25	
<b>Capital Reserve (01-122000)</b>										
IIIT - Money Market (PFM Asset Management)	4.150%	10/31/25	11/01/25	1	4.150%	300,884.86	300,884.86	0.00	300,884.86	-
US Treasury Notes	1.125%	10/29/24	10/31/26	365	4.110%	1,200,000.00	1,131,609.38	33,684.65	1,165,294.03	37.29
US Treasury Notes	1.250%	09/03/24	11/30/26	395	3.840%	2,500,000.00	2,362,109.38	70,005.19	2,432,114.57	13,148.91
US Treasury Notes	4.000%	09/03/24	11/30/26	395	3.840%	245,000.00	243,832.42	419.99	244,252.41	2,902.72
US Treasury Notes	4.000%	12/05/24	01/15/27	441	4.220%	4,000,000.00	3,982,187.50	7,473.70	3,989,661.20	47,391.30
US Treasury Notes	4.125%	12/04/24	02/15/27	472	4.190%	95,000.00	94,870.12	52.48	94,922.60	830.60
US Treasury Notes	2.250%	11/05/24	02/15/27	472	4.180%	1,875,000.00	1,796,923.83	33,031.40	1,829,955.23	8,941.92
US Treasury Notes	4.125%	05/06/25	02/28/27	485	3.880%	510,000.00	512,131.64	(559.33)	511,572.31	3,603.11
US Treasury Notes	4.250%	01/07/25	03/15/27	500	4.220%	2,075,000.00	2,076,053.71	(381.53)	2,075,672.18	11,449.76
US Treasury Notes	4.500%	03/13/25	05/15/27	561	3.960%	500,000.00	505,546.88	(1,572.75)	503,974.13	10,394.02
US Treasury Notes	4.500%	02/07/25	05/15/27	561	4.260%	1,600,000.00	1,608,250.00	(2,566.67)	1,605,683.33	33,260.87
US Treasury Notes	3.875%	10/06/25	05/31/27	577	3.600%	140,000.00	140,601.56	(25.02)	140,576.54	2,282.65
US Treasury Notes	3.875%	07/22/25	05/31/27	577	3.870%	280,000.00	280,010.94	(1.17)	280,009.77	4,565.30
US Treasury Notes	3.125%	09/04/25	08/31/27	669	3.680%	1,725,000.00	1,706,874.02	1,421.31	1,708,295.33	9,232.56
US Treasury Notes	3.500%	10/29/25	09/30/27	699	3.500%	235,000.00	234,990.82	0.13	234,990.95	723.08
US Treasury Notes	3.500%	03/04/25	01/31/28	822	4.020%	225,000.00	221,809.57	696.78	222,506.35	1,990.15
US Treasury Notes	4.250%	10/29/25	02/15/28	837	3.490%	100,000.00	101,652.34	(5.54)	101,646.80	900.82
US Treasury Notes	4.000%	04/22/25	02/29/28	851	3.780%	250,000.00	251,474.61	(260.59)	251,214.02	1,712.71
US Treasury Notes	1.125%	04/03/25	02/29/28	851	3.840%	400,000.00	370,421.88	5,636.17	376,058.05	770.72
US Treasury Notes	3.500%	05/13/25	04/30/28	912	4.010%	700,000.00	690,074.22	1,488.06	691,562.28	67.68
US Treasury Notes	3.750%	05/21/25	05/15/28	927	3.940%	200,000.00	198,953.13	149.13	199,102.26	3,464.67
US Treasury Notes	3.750%	07/03/25	05/15/28	927	3.690%	1,950,000.00	1,952,970.70	(320.34)	1,952,650.36	33,780.57
US Treasury Notes	3.750%	06/05/25	05/31/28	943	3.890%	1,300,000.00	1,290,351.56	1,254.47	1,291,606.03	19,828.55
US Treasury Notes	4.000%	08/05/25	06/30/28	973	3.890%	1,725,000.00	1,730,053.71	(394.31)	1,729,659.40	23,250.00
US Treasury Notes	4.125%	09/04/25	07/31/28	1,004	3.650%	1,650,000.00	1,671,462.89	(1,107.37)	1,670,355.52	17,200.58
US Treasury Notes	3.125%	10/06/25	11/15/28	1,111	3.580%	2,375,000.00	2,343,364.26	677.41	2,344,041.67	34,285.84
Conneticut St Txb1	5.050%	06/22/23	05/15/26	196	4.550%	90,000.00	91,206.90	(982.41)	90,224.49	2,095.75
New York H	4.669%	04/29/25	02/01/28	823	4.670%	125,000.00	125,000.00	0.00	125,000.00	1,459.06
NYC Transitional	4.487%	05/29/25	05/01/28	913	4.490%	125,000.00	125,000.00	0.00	125,000.00	2,368.14
Oregon St B	4.368%	04/29/25	05/01/28	913	4.370%	145,000.00	145,000.00	0.00	145,000.00	3,201.99
FN AL2092	3.000%	03/06/18	07/01/27	608	2.980%	18,148.22	18,170.91	(18.49)	18,152.42	45.37
Fannie Mae Pool	3.500%	04/05/18	02/01/28	823	3.230%	38,644.33	39,525.90	(675.04)	38,850.86	112.71
Fannie Mae Pool	3.500%	04/05/18	03/01/28	852	3.230%	19,492.34	19,937.01	(337.65)	19,599.36	56.85
Fannie Mae Pool	3.500%	04/05/18	04/01/28	883	3.240%	23,715.62	24,234.40	(390.66)	23,843.74	69.17
FR ZT1267	2.500%	08/21/19	05/01/28	913	2.320%	22,792.73	23,109.69	(224.04)	22,885.65	47.48
FN CA1940	4.000%	07/11/18	06/01/28	944	3.640%	27,925.00	28,754.03	(608.29)	28,145.74	93.08
FG J32374	2.500%	02/17/22	11/01/28	1,097	2.220%	87,117.58	88,642.14	(837.63)	87,804.51	181.49
Fannie Mae Pool	4.000%	03/18/19	03/01/29	1,217	3.630%	16,809.54	17,326.96	(341.83)	16,985.13	56.03
FN FS2986	4.000%	10/21/22	10/01/32	2,527	4.370%	195,678.62	189,869.41	1,756.94	191,626.35	652.26
FR SB0364	3.500%	06/21/21	06/01/35	3,500	2.830%	118,354.99	127,527.50	(2,850.03)	124,677.47	345.20
FNA 2016-M12 A2	2.527%	11/27/23	09/01/26	305	5.050%	300,358.31	280,248.38	13,121.02	293,369.40	487.16
FNA 2017-M8 A2	3.061%	06/28/24	05/01/27	547	4.920%	271,306.69	257,963.91	5,679.78	263,643.69	692.06
FHMS K066 A2	3.117%	08/15/24	06/01/27	578	4.170%	500,000.00	485,722.66	5,800.98	491,523.64	1,298.75
FNA 2024-M6 A2	2.905%	12/17/24	07/01/27	608	4.320%	505,000.00	487,325.00	5,658.77	492,983.77	1,222.15
FHMS KJ28 A2	2.308%	01/11/24	10/01/27	700	3.910%	389,040.60	366,974.70	10,060.89	377,035.59	748.25
FHMS K070 A2	3.303%	07/05/24	11/01/27	731	4.890%	500,000.00	475,136.72	9,165.86	484,302.58	1,376.25
FHMS K071 A2	3.286%	03/31/25	11/01/27	731	4.360%	500,000.00	486,914.06	2,419.84	489,333.90	1,369.17
FHMS K072 A2	3.444%	04/11/25	12/01/27	761	4.200%	465,000.00	455,936.13	1,766.99	457,703.12	1,334.55
FNA 2018-M2 A2	3.003%	04/08/25	01/01/28	792	4.070%	442,331.66	429,787.41	2,400.72	432,188.13	1,070.73
FHMS KS05 A1	4.612%	07/20/23	02/25/28	847	4.610%	597,597.52	597,584.96	6.23	597,591.19	2,296.77
FHMS KS06 A1	4.650%	09/14/23	05/01/28	913	5.010%	635,149.36	625,650.71	4,017.77	629,668.48	2,461.20
FHMS KJ46 A1	4.777%	04/05/24	06/01/28	944	4.990%	470,380.28	466,521.69	1,436.81	467,958.50	1,872.51
FNA 2023-M6 A2	4.190%	07/31/23	07/01/28	974	4.580%	615,811.92	605,371.98	4,713.68	610,085.66	2,145.84
FHMS K109 A1	1.036%	04/24/24	10/01/29	1,431	3.380%	638,592.32	563,358.16	0.00	563,358.16	551.32
FHMS K106 A1	1.783%	04/11/24	10/01/29	1,431	3.680%	676,990.59	612,544.25	16,741.26	629,285.51	1,005.90
FHR 4096 PA	1.375%	02/21/20	08/01/27	639	1.490%	35,666.41	35,376.62	220.39	35,597.01	40.87
FNR 2012-107 GA	1.500%	12/03/19	09/01/27	670	1.690%	5,653.71	5,575.53	59.14	5,634.67	7.07

DuPAGE WATER COMMISSION  
INVESTMENTS  
(Unaudited)  
October 31, 2025

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE	YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 10/31/25	
FNR 2013-39 MP	1.750%	12/09/19	05/01/28	913	1.860%	53,100.33	52,652.30	311.99	52,964.29	77.44
FHR 5050 XL	1.000%	02/11/22	07/01/36	3,896	1.800%	111,168.26	108,528.02	681.15	109,209.17	92.64
FHR 5050 XL	1.000%	07/16/24	07/01/36	3,896	1.820%	249,561.42	227,529.83	2,004.16	229,533.99	207.97
FHR 5050 XA	1.000%	07/24/24	07/01/39	4,991	1.690%	296,962.38	269,957.36	1,904.76	271,862.12	247.47
FHR 5277 CA	2.500%	04/08/24	12/01/39	5,144	3.140%	302,166.23	278,016.53	2,403.45	280,419.98	629.51
FHR 5042 DA	1.000%	07/24/24	05/01/41	5,661	1.550%	299,244.11	275,024.04	1,515.31	276,539.35	249.37
FNR 2015-33 P	2.500%	02/14/20	06/01/45	7,153	2.400%	41,159.78	41,944.39	(176.36)	41,768.03	85.75
Federal Home Loan Bank Notes	1.145%	08/14/23	12/30/26	425	4.060%	975,000.00	895,118.25	52,356.70	947,474.95	2,098.96
Federal Home Loan Bank Notes	0.830%	08/19/22	02/10/27	467	3.370%	675,000.00	604,300.50	50,556.07	654,856.57	1,260.56
Federal Home Loan Bank Notes	1.020%	08/16/22	02/24/27	481	3.240%	710,000.00	644,104.90	46,749.90	690,854.80	1,347.82
Goldman Sachs Group Inc	3.500%	05/14/24	11/16/26	381	5.430%	240,000.00	229,288.80	6,085.03	235,373.83	3,850.00
American Honda Finance	4.900%	03/14/24	03/12/27	497	4.890%	85,000.00	84,953.25	24.72	84,977.97	566.90
American Honda Finance	4.900%	03/13/24	03/12/27	497	4.920%	90,000.00	90,036.90	(19.43)	90,017.47	600.25
Hormel Foods	4.800%	08/09/24	03/30/27	515	4.400%	230,000.00	231,830.80	(852.31)	230,978.49	950.67
BMW US Capital	4.900%	04/02/24	04/02/27	518	4.940%	200,000.00	199,762.00	121.29	199,883.29	789.44
BP Cap Markets America	3.588%	05/17/24	04/14/27	530	4.950%	250,000.00	240,860.00	4,412.39	245,272.39	423.58
JP Morgan Chase	1.158%	05/20/24	04/22/27	538	4.150%	380,000.00	353,384.80	12,781.46	366,166.26	149.91
Goldman Sachs Group Inc	5.414%	05/21/24	05/21/27	567	5.410%	90,000.00	90,000.00	0.00	90,000.00	2,165.60
National Australia Bank/NY Corp	5.087%	06/11/24	06/11/27	588	5.090%	315,000.00	315,000.00	0.00	315,000.00	6,231.58
National Australia Bank/NY Corp	5.087%	06/11/24	06/11/27	588	5.040%	385,000.00	385,465.85	(207.01)	385,258.84	7,616.37
American Honda Finance	4.900%	07/10/24	07/09/27	616	4.950%	325,000.00	324,580.75	175.88	324,756.63	4,954.44
Morgan Stanley Bank	4.447%	10/18/24	10/15/27	714	4.450%	330,000.00	330,000.00	0.00	330,000.00	652.23
Morgan Stanley Bank	4.447%	10/18/24	10/15/27	714	4.450%	405,000.00	404,955.45	15.28	404,970.73	800.46
Mercedes-Benz Fin	4.900%	11/15/24	11/15/27	745	4.940%	360,000.00	359,604.00	120.67	359,724.67	8,134.00
National Rural Util Corp	4.750%	02/07/25	02/07/28	829	4.650%	95,000.00	94,958.20	9.73	94,967.93	1,052.92
Eli Lilly & Co	4.550%	06/27/25	02/12/28	834	4.050%	170,000.00	172,080.80	(270.02)	171,810.78	1,697.40
Eli Lilly & Co	4.550%	02/12/25	02/12/28	834	4.570%	220,000.00	219,859.20	32.45	219,891.65	2,196.64
Cisco Systems Inc	4.550%	02/24/25	02/24/28	846	4.560%	195,000.00	194,935.65	14.39	194,950.04	1,651.27
Chevron USA	4.475%	02/26/25	02/26/28	848	4.480%	430,000.00	430,000.00	0.00	430,000.00	3,474.34
State Street Corp	4.530%	02/28/25	02/28/28	850	4.540%	615,000.00	615,000.00	0.00	615,000.00	4,881.87
Mars Inc	4.600%	03/12/25	03/01/28	852	4.600%	90,000.00	89,999.10	0.31	89,999.41	690.00
Mars Inc	4.600%	03/12/25	03/01/28	852	4.530%	150,000.00	150,295.50	(61.88)	150,233.62	1,150.00
Johnson & Johnson	4.550%	03/04/25	03/01/28	852	4.270%	250,000.00	251,907.50	(411.55)	251,495.95	1,895.83
Paccar Financial	4.550%	03/03/25	03/03/28	854	4.570%	370,000.00	369,774.30	47.97	369,822.27	2,712.31
Commonwealth Bk	4.423%	03/14/25	03/14/28	865	4.420%	285,000.00	285,000.00	0.00	285,000.00	1,645.72
BMW US Capital	4.750%	03/21/25	03/21/28	872	4.770%	295,000.00	294,852.50	28.98	294,881.48	1,556.94
Kenvue Inc	5.050%	06/30/25	03/22/28	873	4.120%	265,000.00	271,256.65	(757.59)	270,499.06	1,449.77
JP Morgan Chase	4.323%	10/06/25	04/26/28	908	4.160%	375,000.00	376,425.00	(61.17)	376,363.83	225.16
Citigroup Inc	4.643%	05/07/25	05/07/28	919	4.640%	370,000.00	370,000.00	0.00	370,000.00	8,303.23
Cummins Inc	4.250%	05/09/25	05/09/28	921	4.280%	25,000.00	24,982.50	2.65	24,985.15	507.64
Astrazeneca Finance LLC	1.750%	05/07/25	05/28/28	940	4.260%	400,000.00	371,544.00	4,258.94	375,802.94	2,975.00
National Secs Clearing	5.000%	04/23/25	05/30/28	942	4.310%	250,000.00	254,195.00	(686.36)	253,508.64	5,243.06
National Secs Clearing	5.000%	05/23/25	05/30/28	942	4.330%	480,000.00	487,545.60	(1,067.31)	486,478.29	10,066.67
HSBC USA	4.650%	06/03/25	06/03/28	946	4.650%	375,000.00	375,030.00	(3.77)	375,026.23	7,168.75
Target Corp	4.350%	06/10/25	06/15/28	958	4.350%	65,000.00	64,999.35	0.17	64,999.52	1,107.44
Analog Devices Inc	4.500%	06/16/25	06/15/28	958	4.290%	275,000.00	274,703.00	35.78	274,738.78	4,382.81
PNC Bank	4.429%	10/08/25	07/21/28	994	4.190%	375,000.00	377,276.25	(78.32)	377,197.93	4,613.54
Home Depot	3.750%	09/15/25	09/15/28	1,050	3.770%	95,000.00	94,938.25	2.56	94,940.81	455.21
American Express Co	4.731%	04/25/25	04/25/29	1,272	4.730%	210,000.00	210,000.00	0.00	210,000.00	165.59
Bank of America Corp	4.623%	05/09/25	05/09/29	1,286	4.620%	370,000.00	370,000.00	0.00	370,000.00	8,172.44
Weighted Avg Maturity			845		4.067%	\$ 51,251,805.71	\$ 50,229,220.72	\$ 408,558.31	\$ 50,637,779.03	\$ 440,405.98
TOTAL ALL FUNDS					3.855%	\$ 149,334,071.91	\$ 147,052,955.99	\$ 890,476.15	\$ 147,943,432.14	\$ 1,057,511.45
Less: Net Unsettled Trades								(657,810.60)		
October 31, 2025								\$ 147,285,621.54		
90 DAY US TREASURY YIELD					3.89%					
3 month US Treasury Bill Index					3.99%					
0-3 Year US Treasury Index					3.64%					
1-3 Year US Treasury Index					3.63%					
1-5 Year US Treasury Index					3.64%					
1-10 Year US Treasury Index					3.71%					

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

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE	YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 10/31/25	
<b>Waterlink (01-122500)</b>										
IIIT - Money Market	4.150%	10/31/25	11/01/25	1 4.150%	4,245,530.35	4,245,530.35	0.00	4,245,530.35	-	
Old Line Funding LLC	0.000%	10/07/25	11/05/25	5 4.110%	4,000,000.00	3,986,756.67	11,416.66	3,998,173.33	-	
Credit Agricole CIB	0.000%	08/22/25	11/18/25	18 4.170%	4,245,000.00	4,201,729.30	34,911.59	4,236,640.89	-	
Bedford Row Funding Corp	0.000%	09/04/25	11/19/25	19 4.240%	4,250,000.00	4,211,957.78	29,032.22	4,240,990.00	-	
Chariot Funding LLC	0.000%	10/07/25	12/09/25	39 4.100%	4,000,000.00	3,971,300.00	11,388.89	3,982,688.89	-	
Cabot Trail Funding LLC	0.000%	10/07/25	12/11/25	41 4.080%	5,725,000.00	5,682,825.83	16,220.83	5,699,046.66	-	
Atlantic Asset Sec LLC	0.000%	10/06/25	12/16/25	46 4.100%	3,000,000.00	2,975,741.67	8,883.33	2,984,625.00	-	
Manhattan Asset Fdg Co	0.000%	10/07/25	01/05/26	66 4.000%	4,000,000.00	3,960,000.00	11,111.11	3,971,111.11	-	
Autobahn Funding Co LLC	0.000%	10/24/25	01/22/26	83 3.980%	4,300,000.00	4,257,215.00	3,803.11	4,261,018.11	-	
<b>Ridgefield Funding Co LLC</b>	<b>0.000%</b>	<b>11/03/25</b>	<b>02/02/26</b>	<b>94 3.990%</b>	<b>4,250,000.00</b>	<b>4,207,135.21</b>	<b>0.00</b>	<b>4,207,135.21</b>	-	
Weighted Avg Maturity				41	4.092%	\$ 42,015,530.35	\$ 41,700,191.81	\$ 126,767.74	\$ 41,826,959.55	\$ -
Less: Net Unsettled Trades								(4,207,135.21)		
								<u>\$ 37,619,824.34</u>		

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

	<u>Operating</u>	<u>Waterlink</u>
<u>CASH FLOWS FROM OPERATING ACTIVITIES</u>		
Cash received from customers	\$ 82,947,791	\$ -
Cash payments to suppliers	(78,794,135)	-
Cash payments to employees	(2,270,157)	-
Net cash from operating activities	<u>1,883,499</u>	<u>-</u>
<u>CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES</u>		
Cash received from sales taxes	83,125	-
Cash received/paid from long term loans	266,221	-
Cash payments for net pension activity	0	-
Net cash from noncapital financing activities	<u>349,346</u>	<u>-</u>
<u>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES</u>		
Interest paid	0	-
Principal paid	0	-
Escrow activity	8,728	9,494,065
Construction and purchase of capital assets	(1,327,742)	-
Net cash from capital and related financing activities	<u>(1,319,014)</u>	<u>9,494,065</u>
<u>CASH FLOWS FROM INVESTING ACTIVITIES</u>		
Investment income	2,750,522	601,709
Net cash from investing activities	<u>2,750,522</u>	<u>601,709</u>
Net Increase (Decrease) in cash and investments	3,664,353	10,095,774
CASH AND INVESTMENTS, MAY 1, 2025	<u>149,768,536</u>	<u>35,673,160</u>
CASH AND INVESTMENTS, OCTOBER 31, 2025	<u>\$ 153,432,889</u>	<u>\$ 45,768,934</u>

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

	10/31/2025		
	YEAR END TARGETED Reserve or Monthly Cash Amount-Needed	Amount On Hand	Amount Over - (Under) Target
TABLE 1	A	B	C
<b>RESERVE ANALYSIS - DWC FUNDS</b>			
A. Operating Reserve <i># of days per current fiscal year management budget</i>	\$ 52,580,083 120	\$ 53,787,213 123	\$ 1,207,130
B. Capital Reserve (3)	\$ 23,950,000	\$ 49,650,828	\$ 25,700,828
C. Long Term Water Capital Reserve	\$ 28,825,000	\$ 29,171,741	\$ 346,741
D. O+M Account (1)	\$ 13,213,181	\$ 12,885,072	\$ (328,109)
E. Current Construction Obligation	\$ 986,951	\$ 986,951	\$ -
F. General Fund	\$ -	\$ 4,809,745	\$ 4,809,745
<b>DWC FUNDS AND ADJUSTED TARGETS</b>	<b>\$ 119,555,215</b>	<b>\$ 151,291,551</b>	<b>\$ 31,736,336</b>
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)
<b>DWC FUNDS AND FULL TARGETS</b>	<b>\$ 185,555,215</b>	<b>\$ 151,291,551</b>	<b>\$ (34,263,664)</b>
I. Customer Construction Escrows (2)	\$ 47,910,273	\$ 47,910,273	\$ -
<b>TOTAL SUMMARY CASH + RESERVE ANALYSIS</b>	<b>\$ 233,465,488</b>	<b>\$ 199,201,823</b>	<b>\$ (34,263,664)</b>

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

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

**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.

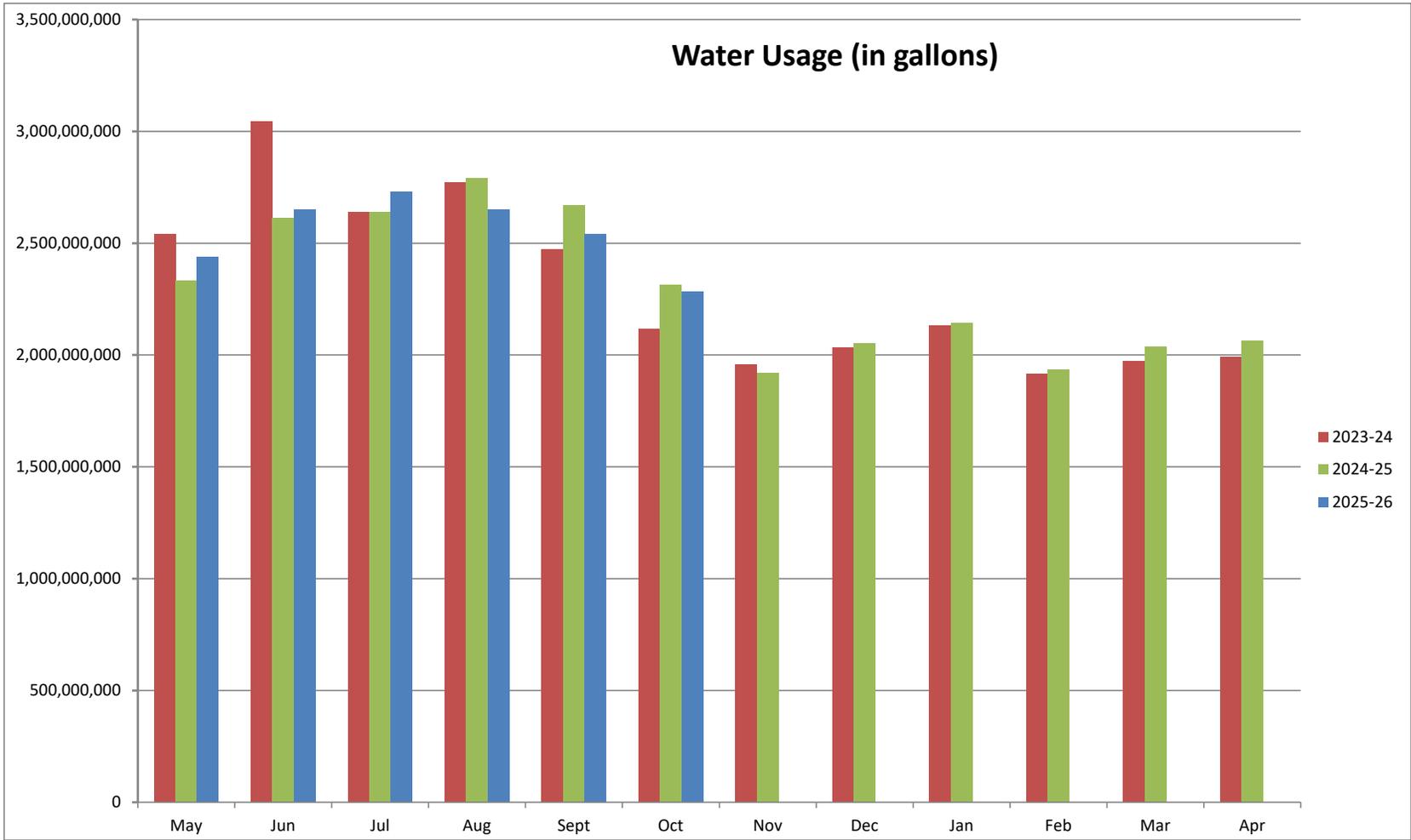


## MEMORANDUM

**To:** Paul May, General Manager  
**From:** Cheryl Peterson, Financial Administrator  
**Date:** 11/10/2025  
**Subject:** Financial Report – October 31, 2025

- Water sales to Commission customers for October 2025 were 21.6 million gallons (1.0%) below October 2024 and decreased by 239.2 million gallons compared to September 2025. Year-to-date water sales are down by 99.3 million gallons or 0.7% compared to the prior fiscal year.
- Water sales to Commission customers for October 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 October, water billings to customers for O&M costs were \$13.0 million and water purchases from the City of Chicago were \$11.1 million. Water billing receivables at the October month end (\$17.9 million) were higher compared to the prior month (\$21.0 million). The decrease was primarily due to lower water sales and timing of monthly collections.
- For the six months ended October 31, 2025, \$89.7 million of the \$148.9 million revenue budget has been realized. Therefore, 60% of the revenue budget has been accounted for year to date. For the same period, \$87.2 million of the \$158.6 million expenditure budget has been realized, and this accounts for 55% of the expenditure budget.
- Adjusted for seasonality based on a monthly trend, year to date revenues are 108% percent of the current budget and expenses are 100% 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 \$15.0 million and \$4.8 million, respectively.

cc: Chairman and Commissioners



DuPage Water Commission  
 Summary of Specific Account Target and Summary of Net Assets  
 October 31, 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)	\$ 15,026,411.42	\$ 15,354,520.35		Negative Net Assets
General Account	\$ 4,809,744.53	\$ -		Positive Net Assets
Operating Reserve	\$ 53,787,213.35		\$ 52,580,083.00	Target Met
Capital Reserve	\$ 50,637,779.03		\$ 90,936,950.84	Not Fully Funded
L-T Water Capital Reserve	\$ 29,171,741.42		\$ 28,825,000.00	Target Met
Waterlink Escrow	\$ 45,768,933.68	\$ 45,768,933.68		Positive Net Assets
	<u>\$ 199,201,823.43</u>	<u>\$ 61,123,454.03</u>	<u>\$ 172,342,033.84</u>	<u>\$ (34,263,664.44)</u>

Total Net Assets - All Commission Accounts

Restricted	\$ -
Unrestricted	\$ 166,014,938.27
Invested in Capital Assets, net	<u>\$ 396,306,188.06</u>
Total	<u><u>\$ 562,321,126.33</u></u>

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



	Current Year Balance	Prior Year Balance	Variance Favorable / (Unfavorable)
<b>Fund: 01 - WATER FUND</b>			
<b>Assets</b>			
<b>Level1: 10 - CURRENT ASSETS</b>			
110 - CASH	14,296,377.55	12,135,295.73	2,161,081.82
120 - INVESTMENTS	184,905,445.88	142,060,120.32	42,845,325.56
131 - WATER SALES	17,864,072.20	15,728,779.02	2,135,293.18
132 - INTEREST RECEIVABLE	1,057,511.45	768,854.68	288,656.77
134 - OTHER RECEIVABLE	64,047.86	-5,297,648.01	5,361,695.87
135 - LOAN RECEIVABLE - CURRENT	129,256.20	126,408.32	2,847.88
150 - INVENTORY	310,110.00	325,496.00	-15,386.00
155 - PREPAIDS	253,899.00	255,188.98	-1,289.98
<b>Total Level1 10 - CURRENT ASSETS:</b>	<b>218,880,720.14</b>	<b>166,102,495.04</b>	<b>52,778,225.10</b>
<b>Level1: 17 - NONCURRENT ASSETS</b>			
170 - FIXED ASSETS	625,742,300.54	618,901,919.19	6,840,381.35
175 - LESS: ACCUMULATED DEPRECIATION	-244,320,322.08	-234,625,905.51	-9,694,416.57
180 - CONSTRUCTION IN PROGRESS	14,884,209.60	17,335,078.38	-2,450,868.78
190 - LONG-TERM ASSETS	10,016,373.00	10,978,364.01	-961,991.01
<b>Total Level1 17 - NONCURRENT ASSETS:</b>	<b>406,322,561.06</b>	<b>412,589,456.07</b>	<b>-6,266,895.01</b>
<b>Total Assets:</b>	<b>625,203,281.20</b>	<b>578,691,951.11</b>	<b>46,511,330.09</b>
<b>Liability</b>			
<b>Level1: 21 - CURRENT LIABILITIES</b>			
210 - ACCOUNTS PAYABLE	11,568,673.96	11,228,311.39	-340,362.57
211 - OTHER CURRENT LIABILITIES	1,020,059.50	922,037.72	-98,021.78
225 - ACCRUED PAYROLL LIABILITIES	191,084.55	161,536.59	-29,547.96
226 - ACCRUED VACATION	499,970.79	328,246.26	-171,724.53
250 - CONTRACT RETENTION	986,950.84	1,166,287.10	179,336.26
251 - CUSTOMER DEPOSITS	47,843,665.23	7,083,469.89	-40,760,195.34
<b>Total Level1 21 - CURRENT LIABILITIES:</b>	<b>62,110,404.87</b>	<b>20,889,888.95</b>	<b>-41,220,515.92</b>
<b>Level1: 25 - NONCURRENT LIABILITIES</b>			
297 - POST EMPLOYMENT BENEFITS LIABILITIES	771,750.00	848,174.00	76,424.00
<b>Total Level1 25 - NONCURRENT LIABILITIES:</b>	<b>771,750.00</b>	<b>848,174.00</b>	<b>76,424.00</b>
<b>Total Liability:</b>	<b>62,882,154.87</b>	<b>21,738,062.95</b>	<b>-41,144,091.92</b>
<b>Equity</b>			
<b>Level1: 30 - EQUITY</b>			
300 - EQUITY	559,861,501.96	555,080,706.82	4,780,795.14
<b>Total Level1 30 - EQUITY:</b>	<b>559,861,501.96</b>	<b>555,080,706.82</b>	<b>4,780,795.14</b>
<b>Total Beginning Equity:</b>	<b>559,861,501.96</b>	<b>555,080,706.82</b>	<b>4,780,795.14</b>
Total Revenue	89,663,686.05	85,554,964.31	4,108,721.74
Total Expense	87,204,061.68	83,681,782.97	-3,522,278.71
<b>Revenues Over/(Under) Expenses</b>	<b>2,459,624.37</b>	<b>1,873,181.34</b>	<b>586,443.03</b>
<b>Total Equity and Current Surplus (Deficit):</b>	<b>562,321,126.33</b>	<b>556,953,888.16</b>	<b>5,367,238.17</b>
<b>Total Liabilities, Equity and Current Surplus (Deficit):</b>	<b>625,203,281.20</b>	<b>578,691,951.11</b>	<b>46,511,330.09</b>



# Monthly & YTD Budget Report

...		October 2025-2026 Budget	October 2025-2026 Activity	2025-2026 Seasonal YT...	2025-2026 YTD Activity	Seasonal Percent Used	2025-2026 Total Budget	Total Percent Used
<b>01 - WATER FUND</b>								
<b>Revenue</b>								
<b>510 - WATER SERVICE</b>								
							% of Year Completed: 50%	
01-511100	O&M PAYMENTS- GOVERNMENTAL	-11,395,637.68	-12,687,888.60	-79,912,445.39	-84,639,587.92	106%	-142,981,652.20	59%
01-511200	O&M PAYMENTS- PRIVATE	-256,343.50	-276,323.60	-1,797,620.88	-1,837,962.00	102%	-3,216,355.20	57%
01-514100	EMERGENCY WATER SERVICE- GOV	-1,280.24	0.00	-7,435.24	-3,375.60	45%	-24,620.00	14%
510 - WATER SERVICE Totals:		-11,653,261.42	-12,964,212.20	-81,717,501.51	-86,480,925.52	106%	-146,222,627.40	59%
<b>520 - TAXES</b>								
							% of Year Completed: 50%	
01-530010	SALES TAXES - WATER REVENUE	0.00	-12,184.89	0.00	-83,125.26	0%	0.00	0%
520 - TAXES Totals:		0.00	-12,184.89	0.00	-83,125.26	0%	0.00	0%
<b>540 - OTHER INCOME</b>								
							% of Year Completed: 50%	
01-581000	INVESTMENT INCOME	-208,250.00	-551,162.02	-1,249,500.00	-2,979,695.33	238%	-2,500,000.00	119%
01-582000	INTEREST INCOME	-14,766.91	-44,498.45	-88,601.46	-89,352.88	101%	-177,273.88	50%
01-590000	OTHER INCOME	0.00	-1,933.00	0.00	-30,587.06	0%	0.00	0%
540 - OTHER INCOME Totals:		-223,016.91	-597,593.47	-1,338,101.46	-3,099,635.27	232%	-2,677,273.88	116%
<b>Revenue Totals:</b>		<b>-11,876,278.33</b>	<b>-13,573,990.56</b>	<b>-83,055,602.97</b>	<b>-89,663,686.05</b>	<b>108%</b>	<b>-148,899,901.28</b>	<b>60%</b>

Monthly & YTD Budget Report

For Fiscal: 2025-2026 Period Ending: 10/31/2025

...	...	October 2025-2026 Budget	October 2025-2026 Activity	2025-2026 Seasonal YT...	2025-2026 YTD Activity	Seasonal Percent Used	2025-2026 Total Budget	Total Percent Used
<b>Expense</b>								
<b>610 - PERSONNEL SERVICES</b>								
								% of Year Completed: 50%
01-60-611100	ADMIN SALARIES	163,837.14	175,113.09	979,368.48	978,525.81	100%	2,030,200.00	48%
01-60-611200	OPERATIONS SALARIES	211,792.00	202,269.22	1,227,600.00	1,162,117.90	95%	2,480,000.00	47%
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	133.28	3,699.98	787.12	21%	7,400.00	11%
01-60-611700	OPERATIONS OVERTIME	30,712.32	21,658.16	189,987.84	160,432.44	84%	396,800.00	40%
01-60-612100	PENSION	24,346.25	13,315.03	146,077.50	80,523.59	55%	292,272.00	28%
01-60-612200	MEDICAL/LIFE BENEFITS	77,564.60	70,035.05	467,668.92	415,306.63	89%	1,140,656.00	36%
01-60-612300	FEDERAL PAYROLL TAXES	32,341.45	27,822.48	187,080.53	163,503.62	87%	378,705.60	43%
01-60-612800	STATE UNEMPLOYMENT	1,166.66	0.00	6,999.96	0.00	0%	14,000.00	0%
01-60-613100	TRAVEL	950.00	357.48	5,700.00	2,422.55	43%	11,400.00	21%
01-60-613200	TRAINING	6,345.83	2,261.54	38,074.98	10,265.79	27%	76,150.00	13%
01-60-613301	CONFERENCES	5,108.33	4,393.39	30,649.98	6,221.49	20%	61,300.00	10%
01-60-613302	TUITION REIMBURSEMENT	1,250.00	0.00	7,500.00	0.00	0%	15,000.00	0%
01-60-619100	OTHER PERSONNEL COSTS	1,933.33	6,720.00	11,599.98	7,218.00	62%	23,200.00	31%
610 - PERSONNEL SERVICES Totals:		557,964.58	524,078.72	3,336,568.15	2,987,324.94	90%	6,963,083.60	43%
<b>620 - CONTRACT SERVICES</b>								
								% of Year Completed: 50%
01-60-621000	WATER CONSERVATION/PROMOTIO	1,083.33	0.00	6,499.98	0.00	0%	13,000.00	0%
01-60-623300	TRUST SERVICES & BANK CHARGE	15,493.80	10,663.54	92,962.80	67,104.38	72%	186,000.00	36%
01-60-625100	LEGAL SERVICES- GENERAL	6,666.66	5,435.20	39,999.96	46,993.44	117%	80,000.00	59%
01-60-625300	LEGAL SERVICES- SPECIAL	6,666.66	3,211.80	39,999.96	16,143.45	40%	80,000.00	20%
01-60-625800	LEGAL NOTICES	1,416.66	1,490.20	8,499.96	1,743.20	21%	17,000.00	10%
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	26,144.46	277,438.98	241,472.79	87%	555,100.00	44%
01-60-629000	CONTRACTUAL SERVICES	77,515.00	106,408.09	465,090.00	441,329.88	95%	930,180.00	47%
620 - CONTRACT SERVICES Totals:		155,081.94	153,353.29	965,491.64	847,787.14	88%	1,896,280.00	45%
<b>640 - INSURANCE</b>								
								% of Year Completed: 50%
01-60-641100	GENERAL LIABILITY INSURANCE	14,083.33	8,724.58	84,499.98	52,347.48	62%	169,000.00	31%
01-60-641200	PUBLIC OFFICIAL LIABILITY	2,025.00	1,588.08	12,150.00	9,528.93	78%	24,300.00	39%
01-60-641500	WORKER'S COMPENSATION	13,750.00	12,173.00	82,500.00	76,124.00	92%	165,000.00	46%
01-60-641600	EXCESS LIABILITY COVERAGE	8,333.33	6,530.50	49,999.98	39,183.00	78%	100,000.00	39%
01-60-642100	PROPERTY INSURANCE	47,500.00	41,113.96	285,000.00	246,684.00	87%	570,000.00	43%
01-60-642200	AUTOMOBILE INSURANCE	3,750.00	2,906.38	22,500.00	17,438.48	78%	45,000.00	39%
01-60-649100	SELF INSURANCE PROPERTY	8,333.33	1,911.35	49,999.98	1,911.35	4%	100,000.00	2%
640 - INSURANCE Totals:		97,774.99	74,947.85	586,649.94	443,217.24	76%	1,173,300.00	38%

...	...	October 2025-2026 Budget	October 2025-2026 Activity	2025-2026 Seasonal YT...	2025-2026 YTD Activity	Seasonal Percent Used	2025-2026 Total Budget	Total Percent Used
<b>650 - OPERATIONAL SUPPORT SRVS</b>								
								% of Year Completed: 50%
01-60-651200	GENERATOR DIESEL FUEL	9,375.00	0.00	56,250.00	35,856.74	64%	112,500.00	32%
01-60-651300	NATURAL GAS	2,748.90	571.90	16,493.40	2,720.53	16%	33,000.00	8%
01-60-651401	TELEPHONE	6,321.66	4,025.11	37,929.96	27,320.33	72%	75,860.00	36%
01-60-651403	RADIOS	2,207.45	0.00	13,244.70	18,816.00	142%	26,500.00	71%
01-60-651404	REPAIRS & EQUIPMENT	383.33	0.00	2,299.98	461.75	20%	4,600.00	10%
01-60-652100	OFFICE SUPPLIES	2,541.66	1,587.72	15,249.96	7,250.76	48%	30,500.00	24%
01-60-652200	BOOKS & PUBLICATIONS	837.50	110.00	5,025.00	5,999.92	119%	10,050.00	60%
01-60-653100	PRINTING- GENERAL	808.33	0.00	4,849.98	1,139.86	24%	9,700.00	12%
01-60-653200	POSTAGE & DELIVERY	533.33	127.58	3,199.98	1,448.75	45%	6,400.00	23%
01-60-654000	PROFESSIONAL DUES	1,868.75	250.00	11,212.50	15,635.43	139%	22,425.00	70%
01-60-655000	REPAIRS & MAINT- OFFICE EQUI	734.70	331.35	4,408.20	3,135.81	71%	8,820.00	36%
01-60-656000	REPAIRS & MAINT- BLDGS & GRN	22,000.00	19,554.23	132,000.00	118,538.38	90%	264,000.00	45%
01-60-659000	COMPUTER SOFTWARE/LICENSING	16,905.73	37,202.87	101,434.38	61,214.93	60%	202,950.00	30%
01-60-659100	OTHER ADMINISTRATIVE EXPENSE	1,666.00	7,708.81	9,996.00	13,669.41	137%	20,000.00	68%
650 - OPERATIONAL SUPPORT SRVS Totals:		68,932.34	71,469.57	413,594.04	313,208.60	76%	827,305.00	38%

**660 - WATER OPERATION**

								% of Year Completed: 50%
01-60-661101	WATER BILLING	10,106,944.18	11,138,689.86	70,875,421.59	74,195,777.40	105%	126,812,348.56	59%
01-60-661102	ELECTRICITY	175,340.00	185,000.00	1,229,580.00	952,485.82	77%	2,200,000.00	43%
01-60-661103	OPERATIONS & MAINTENANCE	65,000.00	67,601.24	390,000.00	310,427.59	80%	780,000.00	40%
01-60-661104	MAJOR MAINTENANCE	37,500.00	0.00	225,000.00	23,355.88	10%	450,000.00	5%
01-60-661201	PUMP STATION	219,175.00	284,863.31	1,536,975.00	1,275,931.52	83%	2,750,000.00	46%
01-60-661202	METER STATION, ROV, TANK SITE	15,920.00	6,727.89	111,760.00	29,631.25	27%	200,000.00	15%
01-60-661300	WATER CHEMICALS	4,825.00	0.00	28,950.00	3,433.42	12%	57,900.00	6%
01-60-661400	WATER QUALITY TESTING	9,916.66	13,209.70	59,499.96	47,420.71	80%	119,000.00	40%
01-60-662100	PUMPING SERVICES	67,441.66	24,202.81	404,649.96	203,532.71	50%	809,300.00	25%
01-60-662200	INSTRUMENTATION	5,810.17	3,724.69	34,861.02	8,017.58	23%	69,750.00	11%
01-60-662300	METER TESTING & REPAIRS	4,583.33	2,057.75	27,499.98	5,267.97	19%	55,000.00	10%
01-60-662400	SCADA	1,491.07	208.44	8,946.42	929.06	10%	17,900.00	5%
01-60-662500	EQUIPMENT RENTAL	1,332.80	0.00	7,996.80	0.00	0%	16,000.00	0%
01-60-662600	UNIFORMS	2,165.80	1,026.08	12,994.80	4,694.71	36%	26,000.00	18%
01-60-662700	SAFETY	15,008.33	32,881.13	90,049.98	59,957.21	67%	180,100.00	33%
01-60-663100	PIPELINE REPAIRS	112,500.00	9,808.17	675,000.00	265,526.59	39%	1,350,000.00	20%
01-60-663200	CORROSION TESTING & MITIGATION	25,000.00	720.00	150,000.00	109,357.10	73%	300,000.00	36%
01-60-663300	REMOTE FACILITIES MAINTENANCE	23,157.40	10,850.08	138,944.40	104,454.74	75%	278,000.00	38%
01-60-663400	PLAN REVIEW- PIPELINE CONFLI	7,746.90	16,615.24	46,481.40	25,153.00	54%	93,000.00	27%
01-60-663700	PIPELINE SUPPLIES	10,000.00	10,793.93	60,000.00	72,839.80	121%	120,000.00	61%
01-60-664000	MACHINERY & EQUIP- NON CAP	3,431.96	0.00	20,591.76	2,168.00	11%	41,200.00	5%

Monthly & YTD Budget Report

For Fiscal: 2025-2026 Period Ending: 10/31/2025

...	...	October 2025-2026 Budget	October 2025-2026 Activity	2025-2026 Seasonal YT...	2025-2026 YTD Activity	Seasonal Percent Used	2025-2026 Total Budget	Total Percent Used
01-60-664100	REPAIRS & MAINT- VEHICLES	3,651.66	1,726.43	21,909.96	13,199.79	60%	43,820.00	30%
01-60-664200	FUEL- VEHICLES	3,750.00	1,585.66	22,500.00	17,021.11	76%	45,000.00	38%
01-60-664300	LICENSES- VEHICLES	275.00	0.00	1,650.00	0.00	0%	3,300.00	0%
660 - WATER OPERATION Totals:		10,921,966.92	11,812,292.41	76,181,263.03	77,730,582.96	102%	136,817,618.56	57%

680 - LAND & LAND RIGHTS

% of Year Completed: 50%

01-60-681000	LEASES	83.33	0.00	499.98	0.00	0%	1,000.00	0%
01-60-682000	PERMITS & FEES	708.33	102.25	4,249.98	3,728.62	88%	8,500.00	44%
680 - LAND & LAND RIGHTS Totals:		791.66	102.25	4,749.96	3,728.62	78%	9,500.00	39%

685 - CAPITAL EQUIP / DEPREC

% of Year Completed: 50%

01-60-685100	COMPUTERS	6,164.20	472.27	36,985.20	9,508.98	26%	74,000.00	13%
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	2,885.00	70,000.00	15,031.00	21%	70,000.00	21%
01-60-685800	CAPITALIZED EQUIP	0.00	-2,885.00	-90,000.00	-15,031.00	17%	-90,000.00	17%
01-60-686000	VEHICLES	0.00	0.00	80,000.00	0.00	0%	80,000.00	0%
01-60-686800	CAPITALIZED VEHICLE PURCHASES	0.00	0.00	-80,000.00	0.00	0%	-80,000.00	0%
01-60-692000	DEPRECIATION- TRANS MAINS	425,000.00	403,227.89	2,550,000.00	2,419,367.31	95%	5,100,000.00	47%
01-60-693000	DEPRECIATION- BUILDINGS	291,550.00	263,883.70	1,749,300.00	1,583,746.61	91%	3,500,000.00	45%
01-60-694000	DEPRECIATION-PUMPING EQUIPMEI	158,270.00	126,436.02	949,620.00	758,616.21	80%	1,900,000.00	40%
01-60-695200	DEPRECIATION- OFFICE FURN &	14,994.00	4,703.82	89,964.00	28,223.01	31%	180,000.00	16%
01-60-696000	DEPRECIATION- VEHICLES	16,326.80	13,125.00	97,960.80	78,750.06	80%	196,000.00	40%
685 - CAPITAL EQUIP / DEPREC Totals:		912,305.00	811,848.70	5,473,830.00	4,878,212.18	89%	10,950,000.00	45%

710 - CONSTRUCTION IN PROGRESS

% of Year Completed: 50%

01-60-722200	DPPS BUILDINGS REHAB & MAINT	0.00	38,330.34	300,000.00	94,147.54	31%	300,000.00	31%
01-60-722202	DPPS VALVE REPLACEMENT	0.00	5,909.56	600,000.00	44,067.86	7%	600,000.00	7%
01-60-741000	REMOTE FACILITIES REHAB & MAINT	0.00	0.00	150,000.00	0.00	0%	150,000.00	0%
01-60-751000	TRANSMISSION MAINS	0.00	0.00	20,000,000.00	0.00	0%	20,000,000.00	0%
01-60-751200	CATHODIC PROTECTION	0.00	0.00	500,000.00	0.00	0%	500,000.00	0%
01-60-771000	VALVE REHAB & REPLACEMENT	0.00	0.00	500,000.00	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	529,960.15	4,450,000.00	772,312.25	17%	4,450,000.00	17%
01-60-772500	ALTERNATIVE WATER SOURCE	0.00	118,402.52	5,000,000.00	377,980.66	8%	5,000,000.00	8%
01-60-798000	CAPITALIZED FIXED ASSETS	0.00	-692,602.57	-32,170,000.00	-1,312,710.82	4%	-32,170,000.00	4%
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: 10/31/2025

...	...	October 2025-2026 Budget	October 2025-2026 Activity	2025-2026 Seasonal YTD...	2025-2026 YTD Activity	Seasonal Percent Used	2025-2026 Total Budget	Total Percent Used
<b>850 - ESCROW FUNDED CONSTRUCTION</b>								
							% of Year Completed: 50%	
01-80-850001	METERING STATION	0.00	11,927.74	3,250,000.00	11,927.74	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	126,478.92	199,500,000.00	2,052,641.63	1%	199,500,000.00	1%
01-80-899000	CONTRIBUTED/CAPITALIZED FIXED A	0.00	-138,406.66	-204,750,000.00	-2,065,037.37	1%	-204,750,000.00	1%
850 - ESCROW FUNDED CONSTRUCTION Totals:		0.00	0.00	0.00	0.00	0%	0.00	0%
<b>Expense Totals:</b>		<b>12,714,817.43</b>	<b>13,448,092.79</b>	<b>86,962,146.76</b>	<b>87,204,061.68</b>	<b>100%</b>	<b>158,637,087.16</b>	<b>55%</b>
<b>01 - WATER FUND Totals:</b>		<b>838,539.10</b>	<b>-125,897.77</b>	<b>3,906,543.79</b>	<b>-2,459,624.37</b>	<b>-63%</b>	<b>9,737,185.88</b>	<b>-25%</b>



**Resolution #:** R-87-25

**Account:** 01-60-623300

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

**CAP - CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 11/3/2025

**Description:** A Resolution approving JPMorgan Chase Bank, N.A., Wintrust Financial Corp., and Fifth/Third Bank, N.A. for banking services and authorizing the General Manager to execute documents in furtherance thereof

**Agenda Section:** Finance Committee

**Originating Department:** Finance

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In consultation with the Treasurer, staff has presented alternatives for restructuring the banking services of the Commission for review and consideration of the Finance Committee. The intention of this restructuring is to increase security and duality and to acknowledge the change in banking activity due to significant escrow-funded capital work. Additionally, this activity will structure banking services so that there is a primary and backup bank for critical activities which will ensure that DWC retains the ability to perform financial activities even if there was an account breach at any institution.

A selection Committee including staff, DWC Treasurer, and representatives of the Finance Committee solicited proposals and interviewed the firms identified as most qualified. Following that process, the Finance Committee reviewed the selections and proposed structure at the October Finance Committee meeting, and hereby forwards the Finance Committee recommendation to engage JPMorgan Chase, N.A., Wintrust Financial Corp. and Fifth/Third Bank, N.A. for banking services.

Approval of the resolution will authorize the General Manager to execute the various agreements and documents with said banks in furtherance of their providing banking services to the Commission.

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**Recommended Motion:** To adopt Resolution R-87-25 approving JPMorgan Chase Bank, N.A., Wintrust Financial Corp., and Fifth/Third Bank, N.A. for banking services and authorizing the General Manager to execute documents in furtherance thereof.

DUPAGE WATER COMMISSION

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**RESOLUTION NO. R-87-25**

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A RESOLUTION APPROVING JPMORGAN CHASE BANK, N.A., WINTRUST FINANCIAL CORP., AND FIFTH/THIRD BANK, N.A. FOR BANKING SERVICES AND AUTHORIZING THE GENERAL MANGER TO EXECUTE DOCUMENTS IN FURTHERENACE THEREOF

WHEREAS, the DuPage Water Commission (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 previously entered into various agreements with BMO Harris Bank, N.A. for banking services for the Commission;

WHEREAS, the Commission desires and intends to engage JPMorgan Chase, N.A, Wintrust Financial Corp., and Fifth/Third Bank, N.A. for banking services for the Commission in lieu of BMO Harris Bank, N.A.;

WHEREAS, the Commission deems it to be in the best interests of the Commission to approve JPMorgan Chase, N.A., Wintrust Financial Corp. and Fifth/Third Bank, N.A. for banking services for the Commission and to authorize the General Manager to execute the various agreements and documents with said banks in furtherance of their providing banking services to 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 approves JPMorgan Chase, N.A., Wintrust Financial Corp. and Fifth/Third Bank, N.A. for banking services for the Commission and

authorizes the General Manager to execute the various agreements and documents with said banks in furtherance of their providing banking services to the Commission.

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

SECTION FOUR: DuPage Water Commission Resolution R-4-12 shall be rescinded effective upon completion of the engagement of the three banks, setting up of accounts and execution of all necessary documents, and transfer of assets to the three banks.

	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-87-25.docx



**Resolution #:** RFBA

**Account:** 01-60-613301, 01-60-613200

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

**RCB RCB CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 11/13/2025

**Description:** Travel and related expenses for two (2) Commission employees for Factory Valve QA/QC Testing for High Lift Pump Cone Valve Rebuilds in York Pennsylvania, travel and related expenses for three (3) Commission employees to attend the annual Underground Corrosion/Certification Course, travel and related expenses for two (2) Commission employees to attend the annual AMPP Conference, and travel and related expenses for five (5) Commission employees to attend the annual Illinois section AWWA conference

**Agenda Section:** Administration Committee

**Originating Department:** Administration

- Factory Valve Testing – Each of the high-lift pumps is equipped with a hydraulically-operated Cone Valve to develop and regulate necessary pumping discharge head pressure when initiating operator start-up command to an HLP. Resolution R-2-24 approved the removal and reconditioning of each individual Cone Valve. Upon completion of each valve reconditioning, it is imperative that each valve be inspected and tested at the repair facility in York Pennsylvania prior to shipment back to Elmhurst for reinstallation and commissioning. This request is for DWC staff to travel to the repair facility, inspect and witness test the valves scheduled for reconditioning. The program is budgeted in the FY-25/26 budget and the intention is to carry the program through the next several fiscal years.
- Underground Corrosion Short Course – This annual conference and training provide the opportunity to gain advanced insight and hands-on skills in corrosion management, support continuous professional growth and expertise, and provide professional development hours to maintain AMPP Cathodic Protection certifications and Professional Engineering licensure.
- AMPP Annual Conference – This annual conference provides the opportunity to meet with cathodic protection experts (corrosion and coatings professionals), industry leaders, subject matter experts. The program provides over 600 hours of technical content in materials protection and performance, the ability to explore innovative technologies, and gain insights into the materials protection industry through education and provides professional development hours to maintain Cathodic Protection certifications and licensure.
- IL AWWA Water Conference (WaterCon) – This annual conference provides the opportunity to meet with waterworks industry leaders and other subject matter experts. The program provides up to 14 hours of technical to maintain Cathodic Protection certifications and Professional Engineering licensure. DWC staff is on the technical agenda as presenters and will provide a discounted registration cost.

Dates	Location/Event Description	Attendees	Budgeted/Estimated Expenditure
December-January Dates TBD	Factory Valve Testing for High Lift Pump Cone Valve Rebuilds – York Pennsylvania	[Redacted] Manager of Water Operations [Redacted] Pipeline Coordinator	Estimated at \$3,3000 (includes Lodging, Transportation and per diems)
February 24-26, 2026	Annual Underground Corrosion Short Course – Ft. Wayne IN.	[Redacted] Pipeline Supervisor [Redacted] Pipeline Coordinator [Redacted] Project Engineer	Estimated at \$4,800 (includes Registration, Lodging, Transportation and per diems)
March 15-19, 2026	AMPP Annual Conference – Houston TX.	[Redacted] Pipeline Coordinator [Redacted] Pipeline Technician	Estimated at \$7,800 (includes Registration, Lodging, Transportation and per diems)
April 13-16, 2026	Illinois State AWWA WaterCon – Peoria IL	[Redacted] General Manager [Redacted], Manager of Water Operations [Redacted], Engineering Manager [Redacted] IT Supervisor [Redacted], Sr. Instrumentation Technician	Estimated at \$7,900 (includes Registration, Lodging, Transportation and per diems)

**Recommended Motion:**

To authorize Business-Related Travel Expenses for two (2) Commission employees for Factory Valve QA/QC Testing for High Lift Pump Cone Valve Rebuilds in York Pennsylvania, at an estimated expense of \$3,300, travel and related expenses for three (3) Commission employees to attend the annual Underground Corrosion Short Course at an estimated expense of \$4,800, travel and related expenses for two (2) Commission employees to attend the annual AMPP Conference at an estimated expense of \$7,800, and travel and related expenses for five (5) Commission employees to attend the annual Illinois section AWWA conference at an estimated expense of \$7,900, as included in the FY-25/26 Management Budget and as listed above.

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

Request Date	November 13, 2025
Name of Attendee	
Job Title	Manager of Water Operations
Department	Administration

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

<b>Please indicate the estimated amount for each applicable expense:</b>	
Air Fare:	\$800.00
Rental Car:	\$350.00
Other Transportation (Mileage/Parking/Shuttles/Taxi/Rideshare):	\$0.00
Lodging:	\$350.00
Registration (including reference materials):	\$0.00
Meals and Tips:	\$150.00
*Miscellaneous (describe below):	
<b>Total Estimated Expense:</b>	<b>\$1,650.00</b>

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

Recommendations for Approval:

Department Head:		Date:	
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**DUPAGE WATER COMMISSION - PROFESSIONAL DEVELOPMENT  
OVERNIGHT/OUT OF STATE TRAVEL REQUEST**

Request Date	November 13, 2025
Name of Attendee	[REDACTED]
Job Title	Pipeline and Remote Facilities Coordinator
Department	Pipeline and Remote Facilities

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

Please indicate the estimated amount for each applicable expense:	
Air Fare:	\$800.00
Rental Car:	\$0.00
Other Transportation (Mileage/Parking/Shuttles/Taxi/Rideshare):	\$0.00
Lodging:	\$350.00
Registration (including reference materials):	\$0.00
Meals and Tips:	\$150.00
*Miscellaneous (describe below):	
<b>Total Estimated Expense:</b>	<b>\$1,300.00</b>

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

Recommendations for Approval:

Department Head:		Date:	
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**DUPAGE WATER COMMISSION - PROFESSIONAL DEVELOPMENT  
OVERNIGHT/OUT OF STATE TRAVEL REQUEST**

Request Date	November 13, 2025
Name of Attendee	
Job Title	Pipeline and Remote Facilities Supervisor
Department	Pipeline and Remote Facilities

Purpose of Travel>	Underground Corrosion Short Course – This annual conference and training provide the opportunity to gain advanced insight and hands-on skills in corrosion management, support continuous professional growth and expertise, and provide professional development hours to maintain AMPP Cathodic Protection certifications and Professional Engineering licensure.
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Destination	Fort Wayne, IN
Date of Departure	February 24, 2026
Date of Return	February 26, 2026

<b>Please indicate the estimated amount for each applicable expense:</b>	
Air Fare:	\$0.00
Rental Car:	\$0.00
Other Transportation (Mileage/Parking/Shuttles/Taxi/Rideshare):	\$0.00
Lodging:	\$900.00
Registration (including reference materials):	\$400.00
Meals and Tips:	\$300.00
*Miscellaneous (describe below):	
<b>Total Estimated Expense:</b>	<b>\$1,600.00</b>

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

Recommendations for Approval:

Department Head:		Date:	
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**DUPAGE WATER COMMISSION - PROFESSIONAL DEVELOPMENT  
OVERNIGHT/OUT OF STATE TRAVEL REQUEST**

Request Date	November 13, 2025
Name of Attendee	
Job Title	Assistant Pipeline and Remote Facilities Coordinator
Department	Pipeline and Remote Facilities

Purpose of Travel>	Underground Corrosion Short Course – This annual conference and training provide the opportunity to gain advanced insight and hands-on skills in corrosion management, support continuous professional growth and expertise, and provide professional development hours to maintain AMPP Cathodic Protection certifications and Professional Engineering licensure.
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Destination	Fort Wayne, IN
Date of Departure	February 24, 2026
Date of Return	February 26, 2026

<b>Please indicate the estimated amount for each applicable expense:</b>	
Air Fare:	\$0.00
Rental Car:	\$0.00
Other Transportation (Mileage/Parking/Shuttles/Taxi/Rideshare):	\$0.00
Lodging:	\$900.00
Registration (including reference materials):	\$400.00
Meals and Tips:	\$300.00
*Miscellaneous (describe below):	
<b>Total Estimated Expense:</b>	<b>\$1,600.00</b>

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

Recommendations for Approval:

Department Head:		Date:	
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**DUPAGE WATER COMMISSION - PROFESSIONAL DEVELOPMENT  
OVERNIGHT/OUT OF STATE TRAVEL REQUEST**

Request Date	November 13, 2025
Name of Attendee	[REDACTED]
Job Title	Project Engineer
Department	Engineering

Purpose of Travel>	Underground Corrosion Short Course – This annual conference and training provide the opportunity to gain advanced insight and hands-on skills in corrosion management, support continuous professional growth and expertise, and provide professional development hours to maintain AMPP Cathodic Protection certifications and Professional Engineering licensure.
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Destination	Fort Wayne, IN
Date of Departure	February 24, 2026
Date of Return	February 26, 2026

<b>Please indicate the estimated amount for each applicable expense:</b>	
Air Fare:	\$0.00
Rental Car:	\$0.00
Other Transportation (Mileage/Parking/Shuttles/Taxi/Rideshare):	\$0.00
Lodging:	\$900.00
Registration (including reference materials):	\$400.00
Meals and Tips:	\$300.00
*Miscellaneous (describe below):	
<b>Total Estimated Expense:</b>	<b>\$1,600.00</b>

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

[REDACTED]

Recommendations for Approval:

Department Head:		Date:	
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**DUPAGE WATER COMMISSION - PROFESSIONAL DEVELOPMENT  
OVERNIGHT/OUT OF STATE TRAVEL REQUEST**

Request Date	November 13, 2025
Name of Attendee	
Job Title	Pipeline and Remote Facilities Coordinator
Department	Pipeline and Remote Facilities

Purpose of Travel>	AMPP Annual Conference – This annual conference provides the opportunity to meet with cathodic protection experts (corrosion and coatings professionals), industry leaders, subject matter experts. The program provides over 600 hours of technical content in materials protection and performance, the ability to explore innovative technologies, and gain insights into the materials protection industry through education and provides professional development hours to maintain Cathodic Protection certifications and Professional Engineering licensure.
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Destination	Houston, TX
Date of Departure	March 15, 2026
Date of Return	March 19, 2026

<b>Please indicate the estimated amount for each applicable expense:</b>	
Air Fare:	\$600.00
Rental Car:	\$400.00
Other Transportation (Mileage/Parking/Shuttles/Taxi/Rideshare):	\$0.00
Lodging:	\$1,600.00
Registration (including reference materials):	\$1,100.00
Meals and Tips:	\$375.00
*Miscellaneous (describe below):	
Total Estimated Expense:	\$4,075.00

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

Recommendations for Approval:

Department Head:		Date:	
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**DUPAGE WATER COMMISSION - PROFESSIONAL DEVELOPMENT  
OVERNIGHT/OUT OF STATE TRAVEL REQUEST**

Request Date	November 13, 2025
Name of Attendee	[REDACTED]
Job Title	Pipeline Technician
Department	Pipeline and Remote Facilities

Purpose of Travel>	AMPP Annual Conference – This annual conference provides the opportunity to meet with cathodic protection experts (corrosion and coatings professionals), industry leaders, subject matter experts. The program provides over 600 hours of technical content in materials protection and performance, the ability to explore innovative technologies, and gain insights into the materials protection industry through education and provides professional development hours to maintain Cathodic Protection certifications and Professional Engineering licensure.
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Destination	Houston, TX
Date of Departure	March 15, 2026
Date of Return	March 19, 2026

**Please indicate the estimated amount for each applicable expense:**

Air Fare:	\$600.00
Rental Car:	\$0.00
Other Transportation (Mileage/Parking/Shuttles/Taxi/Rideshare):	\$0.00
Lodging:	\$1,600.00
Registration (including reference materials):	\$1,100.00
Meals and Tips:	\$375.00
*Miscellaneous (describe below):	
<b>Total Estimated Expense:</b>	<b>\$3,675.00</b>

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

Recommendations for Approval:

Department Head:		Date:	
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**DUPAGE WATER COMMISSION - PROFESSIONAL DEVELOPMENT  
OVERNIGHT/OUT OF STATE TRAVEL REQUEST**

Request Date	November 13, 2025
Name of Attendee	
Job Title	Engineering Manager
Department	Engineering

Purpose of Travel>	IL AWWA Water Conference (WaterCon) – This annual conference provides the opportunity to meet with waterworks industry leaders and other subject matter experts. The program provides up to 14 hours of technical to maintain Cathodic Protection certifications and Professional Engineering licensure. DWC Staff is on the technical agenda as presenters and will provide a discounted registration cost.
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Destination	Peoria, IL
Date of Departure	April 13, 2026
Date of Return	April 16, 2026

<b>Please indicate the estimated amount for each applicable expense:</b>	
Air Fare:	\$0.00
Rental Car:	\$0.00
Other Transportation (Mileage/Parking/Shuttles/Taxi/Rideshare):	\$30.00
Lodging:	\$750.00
Registration (including reference materials):	\$650.00
Meals and Tips:	\$150.00
*Miscellaneous (describe below):	
Total Estimated Expense:	\$1,580.00

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

Recommendations for Approval:

Department Head:		Date:	
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**DUPAGE WATER COMMISSION - PROFESSIONAL DEVELOPMENT  
OVERNIGHT/OUT OF STATE TRAVEL REQUEST**

Request Date	November 13, 2025
Name of Attendee	
Job Title	General Manager
Department	Administration

Purpose of Travel>	IL AWWA Water Conference (WaterCon) – This annual conference provides the opportunity to meet with waterworks industry leaders and other subject matter experts. The program provides up to 14 hours of technical to maintain Cathodic Protection certifications and Professional Engineering licensure. DWC Staff is on the technical agenda as presenters and will provide a discounted registration cost.
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Destination	Peoria, IL
Date of Departure	April 13, 2026
Date of Return	April 16, 2026

<b>Please indicate the estimated amount for each applicable expense:</b>	
Air Fare:	\$0.00
Rental Car:	\$0.00
Other Transportation (Mileage/Parking/Shuttles/Taxi/Rideshare):	\$30.00
Lodging:	\$750.00
Registration (including reference materials):	\$650.00
Meals and Tips:	\$150.00
*Miscellaneous (describe below):	
Total Estimated Expense:	\$1,580.00

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

Recommendations for Approval:

Department Head:		Date:	
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**DUPAGE WATER COMMISSION - PROFESSIONAL DEVELOPMENT  
OVERNIGHT/OUT OF STATE TRAVEL REQUEST**

Request Date	November 13, 2025
Name of Attendee	
Job Title	Manager of Water Operations
Department	Administration

Purpose of Travel>	IL AWWA Water Conference (WaterCon) – This annual conference provides the opportunity to meet with waterworks industry leaders and other subject matter experts. The program provides up to 14 hours of technical to maintain Cathodic Protection certifications and Professional Engineering licensure. DWC Staff is on the technical agenda as presenters and will provide a discounted registration cost.
--------------------	--

Destination	Peoria, IL
Date of Departure	April 13, 2026
Date of Return	April 16, 2026

<b>Please indicate the estimated amount for each applicable expense:</b>	
Air Fare:	\$0.00
Rental Car:	\$0.00
Other Transportation (Mileage/Parking/Shuttles/Taxi/Rideshare):	\$30.00
Lodging:	\$750.00
Registration (including reference materials):	\$650.00
Meals and Tips:	\$150.00
*Miscellaneous (describe below):	
<b>Total Estimated Expense:</b>	<b>\$1,580.00</b>

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

Recommendations for Approval:

Department Head:		Date:	
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**DUPAGE WATER COMMISSION - PROFESSIONAL DEVELOPMENT  
OVERNIGHT/OUT OF STATE TRAVEL REQUEST**

Request Date	November 13, 2025
Name of Attendee	
Job Title	Systems Engineer/IT Supervisor
Department	Systems and Information Technology

Purpose of Travel>	IL AWWA Water Conference (WaterCon) – This annual conference provides the opportunity to meet with waterworks industry leaders and other subject matter experts. The program provides up to 14 hours of technical to maintain Cathodic Protection certifications and Professional Engineering licensure. DWC Staff is on the technical agenda as presenters and will provide a discounted registration cost.
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Destination	Peoria, IL
Date of Departure	April 13, 2026
Date of Return	April 16, 2026

<b>Please indicate the estimated amount for each applicable expense:</b>	
Air Fare:	\$0.00
Rental Car:	\$0.00
Other Transportation (Mileage/Parking/Shuttles/Taxi/Rideshare):	\$30.00
Lodging:	\$750.00
Registration (including reference materials):	\$650.00
Meals and Tips:	\$150.00
*Miscellaneous (describe below):	
Total Estimated Expense:	\$1,580.00

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

Recommendations for Approval:	
Department Head:	Date:

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

Request Date	November 13, 2025
Name of Attendee	[REDACTED]
Job Title	Senior Instrumentation Technician
Department	Operations & Instrumentation

Purpose of Travel>	IL AWWA Water Conference (WaterCon) – This annual conference provides the opportunity to meet with waterworks industry leaders and other subject matter experts. The program provides up to 14 hours of technical to maintain Cathodic Protection certifications and Professional Engineering licensure. DWC Staff is on the technical agenda as presenters and will provide a discounted registration cost.
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Destination	Peoria, IL
Date of Departure	April 13, 2026
Date of Return	April 16, 2026

<b>Please indicate the estimated amount for each applicable expense:</b>	
Air Fare:	\$0.00
Rental Car:	\$0.00
Other Transportation (Mileage/Parking/Shuttles/Taxi/Rideshare):	\$30.00
Lodging:	\$750.00
Registration (including reference materials):	\$650.00
Meals and Tips:	\$150.00
*Miscellaneous (describe below):	
<b>Total Estimated Expense:</b>	<b>\$1,580.00</b>

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

[REDACTED]

Recommendations for Approval:

Department Head:		Date:	
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**Resolution #:** R-85-25

**Account:** N/A

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

**DM - CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 11/13/2025

**Description:** **A Resolution Reviewing/Releasing certain Executive Session Minutes**

**Agenda Section:** Administration Committee

**Originating Department:** Administration

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Pursuant to the Open Meetings Act, the Board is required to periodically review its closed meeting minutes to determine if they are eligible for release to the public.

Schedule A:

Staff recommends that the minutes of a closed meeting of the April 17, 2025 Regular Meeting, May 15, 2025 Regular Meeting, June 19, 2025 Regular Meeting, August 21, 2025 Regular Meeting and September 18, 2025 Regular Meeting not be released to the public at this time. In staff's view, these minutes contain information requiring continued confidential treatment. (See copies attached to Schedule A in Executive Session packet).

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**Recommended Motion:**

To adopt Resolution R-85-25, a Resolution Reviewing/Releasing certain Executive Session Minutes.

DUPAGE WATER COMMISSION

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**RESOLUTION NO. R-85-25**

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A RESOLUTION REVIEWING/RELEASING  
CERTAIN EXECUTIVE SESSION MINUTES

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, as required by the Act, the Clerk has kept written minutes of all such closed sessions; and

WHEREAS, on November 20, 2025 the Board of Commissioners of the DuPage Water Commission met to review the minutes of all such closed sessions that have not heretofore been made available for public inspection as required by Section 2.06(d) of the Act; and

WHEREAS, the Board of Commissioners of the DuPage Water Commission determined that the need for confidentiality still exists as the minutes of the closed session meetings set forth in Schedule A attached hereto and by this reference incorporated herein and made a part hereof; and

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

SECTION ONE: Recitals. The foregoing recitals are incorporated herein as if fully set forth.

SECTION TWO: No Release. The minutes of the closed session meetings set forth in Schedule A attached hereto, being the only minutes of closed session meetings of the Board that have not heretofore been made available for public inspection as required by Section 2.06(d) of the Act, continue to contain information requiring confidential treatment and shall not be released at this time.

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-85-25.docx

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SCHEDULE A

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April 17, 2025

May 15, 2025

June 19, 2025

August 21, 2025

September 18, 2025



**Resolution #:** R-89-25

**Account:** 0-60-612200

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

**CAP - CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 11/3/2025

**Description:** **A Resolution approving employee insurance benefits for plan year beginning January 1, 2026 and ending December 31, 2026**

**Agenda Section:** Administration Committee

**Originating Department:** Administration

The Commission annually determines employee insurance benefits to be provided, which commence January 1st of each year.

In consultation with Dato Pistorio Financial Group, Inc., staff is recommending that the Commission retain current coverage at the levels previously provided through its current carrier, Blue Cross Blue Shield (BCBS), and continue paying 80 percent of the premiums for eligible employees' coverage and for eligible employees' dependent coverage.

Staff is recommending that employees continue to be offered a selection from the same four ACA Metallic Alternate Health Plans as in prior years. These alternatives included the Blue Platinum PPO Plan (P503PPO), Blue Gold HSA Plan (G533PPO), Blue Choice Preferred PPO Plan (G530BCE) and the Blue Precision HMO Plan (P506PSN).

With respect to Vision, Dental, and Life Insurance, staff recommend that coverage continue to be with MetLife, as in previous years.

Staff recommends that the Commission contribute the same amounts to the Health Savings Accounts as was contributed the prior year. For employees that elect self-only coverage under the Blue Cross Blue Shield HSA-Qualified High-Deductible Health Plan, the Commission shall contribute, via electronic funds transfer, the sum of \$2,700. For employees that elect employee and spouse/child (employee + 1) coverage under the Blue Cross Blue Shield HSA-Qualified High-Deductible Health Plan, the Commission shall contribute, via electronic funds transfer, the sum of \$4,500. For employees that elect family (employee + 2 or more) coverage under the Blue Cross Blue Shield HSA-Qualified High-Deductible Health Plan, the Commission shall contribute, via electronic funds transfer, the sum of \$6,700.00.

To further restrain future healthcare costs, staff recommend that the Commission continue to offer the HealthiestYou program. HealthiestYou is a telehealth solution which complements our current benefit plans. Employees will have access 24/7 to more than 2,300 licensed physicians via the phone. The cost to the Commission would be \$9.93 per employee per month. This program has been well-utilized by Commission employees.

Please note: Compared to the healthcare insurance costs presented last year, the Commission's costs for healthcare will increase between 9.1% to 19.0% for 2026. Employees' cost for healthcare will also increase by those percentages, and deductibles and out-of-pocket limits will also increase compared to last year. Costs for the dental rates, vision rates, and the costs for the HealthiestYou program will remain the same as last year. These costs are summarized in Exhibit 1 of the attached Resolution.

The Commission will also continue to offer Envision Flexible Spending Account to employees that would like to participate. The Commission pays a small monthly administration fee for this service.

A summary of the employee insurance benefits recommended by staff and associated premiums and administrative costs to be paid by the Commission are summarized in Exhibit 1 to Resolution No. R-89-25. A more detailed summary of benefits and comparison to current costs is attached to this Request for Board Action.

Resolution No. R-89-25 would approve Plan Year 2026 eligible employee insurance benefits and associated premiums and administrative costs to be paid by the Commission as recommended by staff.

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**Recommended Motion:**

To Approve Resolution R-89-25 for Employee Insurance Benefits for Plan Year beginning January 1, 2026 and ending December 31, 2026

DuPAGE WATER COMMISSION

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**RESOLUTION NO. R-89-25**

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A RESOLUTION APPROVING EMPLOYEE INSURANCE BENEFITS  
FOR PLAN YEAR BEGINNING JANUARY 1, 2026 AND ENDING DECEMBER 31, 2026

WHEREAS, the Commission's Healthcare Plans renewal and deductible dates terminate at the end of the calendar year; and

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

WHEREAS, in consultation with Dato Pistorio Financial Group, Inc., Commission staff recommends approval of the employee insurance benefits for the year beginning January 1, 2026 and ending December 31, 2026 (Plan Year 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 employee insurance benefits and associated premium costs and administrative fees to be paid by the Commission, all 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: Notwithstanding any restrictions contained in Resolution No. R-27-90, as modified by Resolution Nos. R-34-90, R-34-96 as amended, R-46-04 as amended, R-5-05 as amended, R-6-08 as amended, R-54-08, and as amended by Resolution No. R-14-00, which prohibit, except in specified circumstances, the wire transfer of Commission funds to financial institutions not listed on the approved Depository List and to accounts not held in the name of the Commission, the Chairman, the Treasurer, the Finance Committee Chairman, the General Manager, or the Financial Administrator shall be and they hereby are authorized to direct the electronic transfer of Commission funds out of any Account held in the name of the Commission for the remittance of the Commission's contributions to the Health Savings Accounts established by the Commission for eligible employees that elect coverage under the Blue Cross Blue Shield HSA-Qualified High Deductible Health Plan as provided in Exhibit 1 attached hereto. In furtherance thereof, the General Manager shall be and hereby is authorized and directed to execute any agreements required to establish the Health Savings Accounts for eligible employees that elect coverage under the Blue Cross Blue Shield HSA-Qualified High Deductible Health Plan as provided in Exhibit 1 attached hereto as well as any agreement required to effectuate the electronic transfers hereinabove provided for. Upon execution by the General Manager, the agreements, and all things provided for therein, shall be deemed accepted by the DuPage Water Commission without further act.

SECTION FOUR: This Resolution shall be in full force and effect from and after its adoption, the Board of Commissioners of the DuPage Water Commission having determined, by a two-thirds majority vote, to suspend the purchasing provisions of the Commission's By-Laws.

SECTION FIVE: 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-89-25.docx

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EXHIBIT 1

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THE PLAN YEAR BEGINNING JANUARY 1, 2026 AND  
ENDING DECEMBER 31, 2026 EMPLOYEE INSURANCE BENEFITS

Plan Year 2026 Health Insurance Plans

The following health insurance plans or significantly similar plans shall be made available to Eligible Commission Employees/Retirees for Plan Year 2026 at the following rates:

Blue Cross Blue Shield Blue Platinum PPO Plan P503PPO with Prescription Drug benefit  
\$15/\$25/\$65/\$105/\$250/\$350

Employee	\$1,317.20
Employee & Spouse	\$2,634.40
Employee & Child	\$2,436.82
Family	\$3,754.02

Blue Cross Blue Shield Blue Gold HSA Plan G533PPO with Prescription Drug benefit  
80%/80%/70%/60%/60%/50% after deductible

Employee	\$1,087.09
Employee & Spouse	\$2,174.18
Employee & Child	\$2,011.12
Family	\$3,098.21

Blue Cross Blue Shield Blue Choice Preferred PPO G530BCE with Prescription Drug benefit  
\$15/\$25/\$65/\$105/\$250/\$350

Employee	\$875.67
Employee & Spouse	\$1,751.34
Employee & Child	\$1,619.99
Family	\$2,495.66

Blue Cross Blue Shield Blue Precision Platinum HMO P506PSN with Prescription Drug benefit  
\$5/\$15/\$60/\$110/\$250/\$350

Employee	\$752.12
Employee & Spouse	\$1,504.24
Employee & Children	\$1,391.42
Family	\$2,143.54

The Commission’s contribution for health insurance for Plan Year 2026 shall be 80% of the premium for eligible employees and their covered dependents for the selected health insurance plan.

Employees shall continue to pay 20% of the selected health insurance plan premium for themselves and their covered dependents.

For each eligible employee selecting the High-Deductible Health Plan \$3,500/\$7,000/\$10,500 HSA Plan, the Commission shall establish a Health Savings Account funded in the following amounts:

Employee	\$2,700.00
Employee & Spouse or Child	\$4,500.00
Employee & Children	\$6,700.00
Family	\$6,700.00

The Commission shall not establish, nor contribute to, Health Savings Accounts for retirees selecting the High-Deductible Health Plan HSA Plan.

The Commission-established Employee Health Savings Accounts shall be administered by HealthEquity, Inc. as the Commission’s third-party administrator for Plan Year 2026 at a rate not-to-exceed \$5.00/account/month. Due to the uncertainty as to how many employees will elect this option, the Commission’s annual not-to-exceed cost is \$5,000.00.

Plan Year 2026 Life Insurance

The life insurance and the AD&D benefit program for Eligible Commission Employees shall be through MetLife for Plan Year 2026 at a rate of \$0.263 x per \$1,000 of coverage per employee per month. The life insurance benefit is in the amount of one and one-half times the eligible employee’s annual base pay rounded to the nearest \$1,000. The premium shall be paid in full by the Commission.

Plan Year 2026 Dental Insurance and Vision Insurance

The dental and vision insurance benefit program or significantly similar programs for Eligible Commission Employees shall be through MetLife for Plan Year 2026 and are as follows:

Please note: Dental rates and Vision rates have both remained unchanged from last year.

<b>Coverage</b>	<b>Dental</b>	<b>Vision</b>
Employee	\$59.69	\$9.91
Employee & Spouse	\$123.98	\$19.86
Employee & Children	\$119.02	\$16.82
Family	\$189.21	\$27.73

The Commission’s contribution for dental and vision insurance for Plan Year 2026 shall be 80% of the dental and vision insurance plan premiums for eligible employees and their covered dependents.

Employees shall continue to pay 20% of the dental and vision insurance plan premiums for themselves and their covered dependents.

The Commission’s contribution for the program called the HealthiestYou for Plan Year 2025 shall remain unchanged at \$9.93 per employee per month. HealthiestYou is the most innovative telehealth solution on the market and complements our current benefit plans. Employees will have access 24/7 to more than 2300 licensed physicians via the phone.



**Resolution #:** R-96-25

**Account:** 01-80-852010

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

**PDM - CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 11/10/2025

**Description:** **Authorization to execute a wheeling agreement between the Village of Oak Brook and Aqua Illinois, Inc as a third-party beneficiary**

**Agenda Section:** Administration Committee

**Originating Department:** Administration

In 2022, the Village of Oak Brook transferred ownership over a portion of their water delivery assets which served five distinct unincorporated areas to Aqua Illinois. An Interim Delivery Agreement was agreed to by all parties at that time which allowed Oak Brook to wheel water to the unincorporated areas through existing Oak Brook infrastructure. That process has worked well to date.

The attached document formalizes the approval of this practice for a twenty-year period and prescribes the conditions. DWC is a third-party beneficiary to this document.

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**Recommended Motion:**

To adopt Resolution R-96-25.

DUPAGE WATER COMMISSION

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RESOLUTION NO. R-96-25

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A RESOLUTION AUTHORIZING THE APPROVAL OF A DELIVERY AGREEMENT BETWEEN THE VILLAGE OF OAK BROOK AND AQUA ILLINOIS, INC.

WHEREAS, the DuPage Water Commission (the “Commission”) was formed and exists pursuant to the Water Commission Act of 1985 (70 ILCS 3720/1 *et seq.*) and Division 11 of Article 135 of the Illinois Municipal Code (65 ILCS 5/11-135-1 *et seq.*) (collectively the “Act”) for the purpose of financing, constructing, and operating a water supply system to serve its Charter Customers and other customers in DuPage County with a common source of supply of water from Lake Michigan; and

WHEREAS, the Commission owns and maintains a transmission and distribution system as a supplier of potable water to Charter Customers that contract for such service (“Commission’s Waterworks System”); and

WHEREAS, the Commission and Village of Oak Brook (the “Village”) are parties to a Water Purchase and Sale Contract dated as of January 18, 2024 (“Village – Commission Contract”); and

WHEREAS, the Village owns and operates a water distribution system serving the incorporated areas of the Village (the “Village System”) and is a customer of the Commission for the Village System; and

WHEREAS, the Commission and Aqua Illinois, Inc. (“Aqua”) are parties to that certain Water Purchase and Sale Contract dated as of January 18, 2024 as amended by that Addendum to Water Purchase and Sale Contract dated February 15, 2024; and

WHEREAS, Aqua and the Village (and Commission as signatory for the purposes stated therein) are parties to an Interim Delivery Agreement dated November 29, 2022 (“Interim Delivery Agreement”); and

WHEREAS, Aqua owns and operates a water distribution system that currently serves five (5) discrete and non-contiguous service areas, referred to as Unincorporated Oak Brook Zones (“Aqua System”); and

WHEREAS, the Aqua System is adjacent to the Village System, and the Aqua System is currently supplied Commission water through the Village System pursuant to the Interim Delivery Agreement; and

WHEREAS, the Village System and the Aqua System are hydraulically connected, and the Village System is currently serving and is capable of continuing to serve the Aqua System with water from the Commission’s Waterworks System through the Village System; and

WHEREAS, Aqua and the Village desire to enter into a water transmission and delivery agreement for the delivery of Commission water from the Village’s System to the Aqua System; and

WHEREAS, for the above reasons, the Village and Aqua have each determined that it is in their best interests to enter into a Delivery Agreement in substantially the form attached hereto and by this reference incorporated herein and made part of as Exhibit 1; and

WHEREAS, pursuant to the Village – Commission Contract, the Commission must approve the wheeling of water sold by the Commission to wholesalers; and

WHEREAS, the Commission has determined that it is in its best interests to approve the Delivery Agreement in substantially the form attached hereto and by this reference incorporated herein and made part of as Exhibit 1.

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

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

SECTION TWO: A Delivery Agreement between the Village of Oak Brook and Aqua Illinois, Inc., in substantially the form attached hereto as Exhibit A, is hereby approved.

SECTION THREE: An Interim Water Supply Agreement between the DuPage Water Commission, the Village of Oak Brook and Aqua Illinois, Inc., in substantially the form attached hereto as Exhibit 1, is hereby approved.

SECTION FOUR: The Chairman of the DuPage Water Commission shall be and hereby is authorized to and directed to execute the Delivery Agreement between the Village of Oak Brook and Aqua Illinois, Inc. attached hereto as Exhibit 1 to show the DuPage Water Commission's approval of the Delivery Agreement between the Village of Oak Brook and Aqua Illinois, Inc.

SECTION FIVE: Upon execution by the Chairman, the Delivery Agreement and all other things provided for therein, shall be deemed accepted by the DuPage Water Commission without further action.

SECTION SIX: This Resolution shall be in full force and effect from and after its adoption by a majority affirmative vote of all the Commissioners including the affirmative vote of at least one-third (1/3) of the Commissioners appointed by the County Board Chairman and forty percent (40%) of the Commissioners appointed by the Mayors.

	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-96-25docx

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EXHIBIT A

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**MEMORANDUM**

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**TO:** DuPage Water Commission Board of Commissioners  
Paul D. May, P.E., General Manager

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

**SUBJECT:** Aqua/Oak Brook Delivery Water Agreement

**DATE:** November 12, 2025

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As some of you recall, in 2019, the Village of Oak Brook (“Oak Brook”) approached the Commission to seek input on Oak Brook’s plan to sell off certain portions of Oak Brook’ Water System outside of the municipal limits to the privately owned utility company, Aqua Illinois. Oak Brook and Aqua Illinois previously entered into an Asset Purchase Agreement for Oak Brook’s equipment and lines in these areas. In late 2022, the Commission entered into an Interim Water Supply Agreement which allowed these areas to be continually served by Oak Brook until such time as Aqua Illinois connected these areas to the Commission’s Waterworks System or successfully negotiated with an existing contract customer to supply water to these areas and disconnect from Oak Brook’s Water System.

Since then, Aqua Illinois and Oak Brook have been negotiating a delivery agreement which would allow Oak Brook to wheel water to Aqua Illinois for these same areas (the “Delivery Agreement”). In summary, the Delivery Agreement allows Oak Brook to sell water that it receives from the Commission to Aqua Illinois to serve the areas in question. While the Commission is not a party to the Delivery Agreement, the Commission still has to approve any of the municipal customers wheeling or selling water to any other wholesaler under the Charter Customer Agreement.

The Commission’s Purchase and Water Sale Agreement with Oak Brook will still be in effect and none of the terms in the Delivery Agreement modify those obligations in any way that is detrimental to the Commission. Oak Brook would still be purchasing the water for these areas directly from the Commission and it would then proceed to sell that water to Aqua Illinois at their agreed upon rates. Under the Delivery Agreement, the Commission will be indemnified by both Aqua Illinois and Oak Brook, and the Commission is an intended third-party beneficiary of the Delivery Agreement. This will allow the Commission to enforce the terms of the Delivery Agreement, even though it is not an official party to the Delivery Agreement .

The Delivery Agreement is in substantially the same form as the prior wheeling agreements that the Commission has entered into with its municipal customers over the past decades. In sum, the Commission is not waiving any rights and it just allowing Aqua Illinois to receive water from Oak Brook which it will then sell to its customers in the unincorporated areas involved.

DELIVERY AGREEMENT  
AMONG THE VILLAGE OF OAK BROOK AND AQUA ILLINOIS, INC

This Delivery Agreement (the "Agreement"), dated as of October 28, 2025, by and between the VILLAGE OF OAK BROOK, a municipal corporation of the State of Illinois existing by virtue of its creation consistent with the Illinois Municipal Code set forth in 65 ILCS 5/1-1-1 *et seq.* (the "Village"), and AQUA ILLINOIS, INC, an Illinois Corporation ("Aqua"), a public utility regulated by the Illinois Commerce Commission within the meaning of Section 3-105 of the Public Utilities Act, 220 ILCS 511-101 *et seq.* DuPAGE WATER COMMISSION, DuPage, Cook, and Will Counties, State of Illinois, a county water commission and public corporation under Division 135 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 *et seq.*, and the Water Commission Act of 1985, 70 ILCS 3720/0.01 *et seq.* (the "Commission"), is a signatory to this Agreement as to form approving the arrangement and as an intended third party beneficiary of this Agreement.

WITNESSETH:

WHEREAS, the Commission owns and maintains a transmission and distribution system as a supplier of potable water to member customers that contract for such service ("Commission's Waterworks System"); and

WHEREAS, the Commission and Village are parties to that certain *Water Purchase and Sale Contract* dated as of January 18, 2024 ("Village – Commission Contract"); and

WHEREAS, the Village owns and operates a water distribution system serving the incorporated areas of the Village (the "Village System") and is a customer of the Commission for the Village System; and

WHEREAS, the Commission and Aqua are parties to that certain *Water Purchase and Sale Contract* dated as of January 18, 2024 as amended by that *Addendum to Water Purchase and Sale Contract* dated February 15, 2024 ("Aqua - Commission Contract"); and

WHEREAS, Aqua and Village (and Commission as signatory for the purposes stated therein) are parties to that certain *Interim Delivery Agreement* dated November 29, 2022. (“Interim Delivery Agreement”); and

WHEREAS, Aqua owns and operates a water distribution system that currently serves five discrete and non-contiguous service areas, referred to as Unincorporated Oak Brook Zones (“Aqua System”)

WHEREAS, the Aqua System is adjacent to the Village System and the Aqua System is currently supplied Commission water through the Village System pursuant to the Interim Delivery Agreement; and

WHEREAS, the Village System and the Aqua System are hydraulically connected and the Village System is currently serving and is capable of continuing to serve the Aqua System with water from the Commission's Waterworks System through the Village System; and

WHEREAS, Aqua and the Village desire to enter into a water transmission and delivery agreement for the delivery of Commission water from the Village’s System to the Aqua System (“Wheeling”) in the form of this Agreement; and

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants and agreements herein contained, Aqua, the Village (and the Commission to the extent stated herein) hereby agree as follows:

Section 1. The Interim Delivery Agreement is replaced and abrogated in its entirety by the terms hereof as of the Effective Date.

Section 2. Agreement to Deliver. Effective December 1, 2025, (the “Effective Date”) and throughout the Term of this Agreement, subject to the terms hereof, the Village agrees to transmit and deliver water from the Commission through the Village System to the Aqua System subject to availability of such water from the Commission. Subject to the terms and conditions of this Agreement, the Village will deliver the full water supply to the Aqua System through existing interconnection points. The interconnections points between the Village System and the Aqua System (“Interconnections”) are as shown on Exhibit A. Notwithstanding any requirement of the

Aqua - Commission Agreement to the contrary, title to all water supplied by the Commission shall remain in the Commission to the point of delivery to the Village System and thereupon shall pass to the Village and then Aqua as their interests may appear.

Section 3. Aqua System Interconnection to Village.

The Interconnections shall be metered as follows:

1. The Interconnections are at the locations as shown on Exhibit "A".
2. The Interconnections are currently metered by meters shown on Exhibit "B". The Parties agree to such Interconnections and meters as are currently in place and acceptable to each.

No later than 18 months days following the execution of this Agreement, Aqua shall design, construct, operate, own, and thereafter maintain a two-way flow meter near the Drury Lane subject to the Village's review and approval; such approval not to be unreasonably withheld. Additionally, Aqua shall, when necessary at its cost (unless the Parties agree otherwise) further design, construct, operate, maintain, and replace the Interconnections at the existing locations or different proposed locations ("Interconnection Modifications") to the extent such are necessary or convenient for obtaining or measuring the flow of water from the Village System to the Aqua System. The further Interconnection Modifications shall be subject to the Village's reasonable approval.

Subject to normal operating constraints, adequate delivery, and pressure of the supply of water delivered to Village, Village will supply water at the Delivery Points at a reasonably constant pressure.

Village agrees and hereby grants to Aqua the right to use any Right of Way to lay and repair any pipe, main or facilities of any part of the Interconnection that is within the Village right of way. If any further Interconnections or mains to an Interconnection are necessary or convenient, for the Aqua System, upon request of Aqua to the Village the Village agrees that it will allow the use of Village right of way, subject to the Village's reasonable review of such use. Aqua's use of the Village Right of Way shall be, subject to generally applicable permitting requirements of the Village.

Section 4. Metering / Station Access.

Aqua shall provide access to the Flow Meters, which have been installed at the Interconnections, to the Village and Commission at reasonable times for purposes of examination, inspection, and verification of meter readings, but the readings of each meter for billing purposes, calibration, and adjustment of the equipment therein shall be done only by the employees or agents of Aqua.

Aqua shall inform the Village of any replacement of the Flow Meters. Any change in the type of the Flow Meters shall be subject to the Village's reasonable approval.

Section 5. Meter Readings. Aqua shall read the Flow Meters at the Interconnection on a monthly basis corresponding to the Commission readings for the Village System and shall provide the Village with copies of the readings. Such readings shall establish the volume of water from the Village to the Aqua System (the "Aqua System Volume").

During the term of this Agreement, Aqua and the Village shall jointly submit to the Commission by January 15 of each year a notarized statement with the amount of gallons delivered from the Village to Aqua for the previous calendar year.

Section 6. Prices; Terms of Payment.

A. Aqua's Payments to the Village.

Aqua shall pay the Village on monthly basis based on the volume of water determined by the Flow Meter readings in Section 4 at the same volumetric rate the Village pays the Commission plus the Wheeling Rate set out in Subsection 6C.

Aqua shall allow the Village to audit all Flow Meter readings, end user customer volume reports or any other reasonable reports, readings or data used to determine Aqua System Volume, including, upon reasonable advance notice by the Village to Aqua, allowing access to any Flow Meters for physical inspection by the Village's representatives.

B. Village's Payments to the Commission.

The Village shall make all required payments to the Commission in accordance with the terms of the Village Customer Contract without any deduction for the volume of water delivered to the Aqua System.

C. Village Wheeling Rate.

Village will charge Aqua a wheeling rate of \$1.95 per 1,000 gallons of water ("Wheeling Rate"). Beginning January 1, 2026 this Wheeling Rate will increase 3% annually on January 1<sup>st</sup> of each subsequent year throughout the Term of this Agreement.

Section 7. Water Storage Capacity.

The Village shall maintain, during the entire term of this Agreement and any renewal or extension of it, effective water storage capacity equal to the water storage capacity required by the Charter Customer Contract for the Village System.

Section 8. Water Allocation Permit Operation.

A. The Village currently serves water to the Aqua System pursuant to that certain Allocation Permit No. 2009-142 ("Village Permit") issued by the Illinois Department of Natural Resources ("IDNR") under 17 Ill. Adm. Code 3730, *Allocation of Water from Lake Michigan* ("Allocation Regulations"). The Village shall continue to provide water to the Aqua System pursuant to the Village Permit until Aqua has received its own allocation from IDNR for the Aqua System.

B. Aqua shall use data collected by the existing Flow Meters to apply to the IDNR for issuance of allocation permits under the Allocation Regulations for the Aqua System which are independent of the Village Permit ("Aqua System Permits"). The applications for the Aqua System Permits shall be based on metered usage data for the Aqua System and shall include only such amount as is attributable to such Aqua System pursuant to the Allocation Regulations. Upon Aqua's submittal of any such request, the Village agrees to file with the IDNR separate modification applications that are necessary to reflect a corresponding reduction in the allocation

allowed by the Village Permit.

C. Until the IDNR's issuance of the Aqua System Permits, the Village, as the named permittee of the Village Permit:

1. shall continue to be responsible to comply with all legal and regulatory requirements of the Village Permit and the Allocation Regulations that are applicable to the Aqua System; and
2. shall continue to be responsible for, and submit to, the IDNR all required LMO-2 data on an annual basis, as required by the Village Permit then in effect.

D. Aqua shall indemnify and hold harmless the Village pursuant to subsections 10 (E) and 10 (F) for any non-compliance with the Village Permit or the Allocation Regulations that is caused by or attributable to the Aqua System and for any reporting violation attributable to Aqua's failure to provide requested existing data for the LMO-2 data reports to the IDNR.

E. Aqua shall provide to the Village, when requested, all usage and water loss information for the Aqua System necessary to complete the LMO-2 data reports to the IDNR.

F. Aqua shall provide the Village a license to access portions of the Aqua System that are reasonably necessary for the Village to comply with its obligations pursuant to subsection (C) hereof, and the Village agrees to coordinate such access with Aqua.

Section 9. Limitations on Supply of Water.

A. Curtailment. If at any time it becomes necessary for the Commission to limit generally its delivery of Lake water to its customers for any reason, then the Village and Aqua together shall take all reasonable and appropriate actions to provide that such Lake water as is delivered by the Commission is shared by the Village and Aqua on a pro rata basis.

B. Limitation on Supply to Village. If at any time it becomes necessary for the Commission to limit its delivery of Lake water to the Village System (but not to the Aqua System) for any reason pursuant to the Commission – Village Contract and specifically related to the Village, then the Village shall take all reasonable and appropriate actions, including without limitation the

imposition of water use limitations on customers of the Village System, to limit the use of Lake water in the Village System so that the Lake water to which the portion of the Aqua System serving the Aqua System is entitled is delivered by the Village to the Aqua System.

C. Limitation on Supply to Aqua. If at any time it becomes necessary for the Commission to limit its delivery of Lake water to the Aqua System (but not to the Village System) for any reason specifically related to Aqua, then Aqua shall take all reasonable and appropriate actions, including without limitation the imposition of water use limitations on customers of the Aqua System, and the Village shall, and shall be entitled to, make all necessary and appropriate adjustments to the Village System, to assure that the appropriate amount of Lake water to which the Village System is entitled is delivered to the Village System during such period of curtailment to Aqua.

D. No Liability of Commission. Aqua and the Village each hereby acknowledge and agree that the Commission shall not be obligated to enforce the provisions of this Section 9 but may do so in its sole discretion and that the Commission shall not be liable either to Aqua or to the Village for any damages occasioned by or in any way related to any limitation on, or delay in, the delivery of Lake water to them or to either one of them.

#### Section 10. Releases and Indemnification.

A. Indemnification of the Commission by Aqua. To the fullest extent permitted by law, Aqua hereby releases the Commission, and its respective officers, agents and employees, from and agrees that the Commission, and its respective officers, agents and employees, shall not be liable for, and agree to indemnify and hold the Commission, and its respective officers, agents and employees, harmless from: (1) any liabilities for any loss or damage to property or any injury to, or death of, any person that may be occasioned by or related to any cause whatsoever pertaining to the construction, installation, removal, relocation, replacement, extension, improvement, maintenance, or operation of the Aqua System or the Alternate Connection Facilities, (2) any liabilities, losses, or damages, or claims therefor, arising out of the failure, or claimed failure, of Aqua to comply with its covenants or obligations contained in this Agreement, or (3) the failure to supply Lake Water or for any interruption of the Lake Water supply, including, in each such case, any attorneys' fees.

B. Indemnification of the Commission by the Village. To the fullest extent permitted by law, the Village hereby releases the Commission and its respective officers, agents and employees from, and agrees that the Commission and its respective officers, agents and employees shall not be liable for, and agrees to indemnify and hold the Commission and its respective officers, agents and employees harmless from (1) any liabilities, losses, or damages, or claims therefor, arising out of the failure, or claimed failure, of the Village to comply with its covenants or obligations contained in this Agreement, (2) any liabilities, losses, or damages, or claims therefor, arising out of the failure, or claimed failure, of Aqua to comply with its covenants or obligations contained in this Agreement, or (3) the failure of the Village to supply Lake Water to Aqua or any interruption of the Lake Water supply to Aqua, in any case caused by the Village.

C. Indemnification of the Commission by Aqua and the Village. Unless otherwise prohibited by law, Aqua and the Village agree to indemnify and hold the Commission, and its respective officers, agents and employees, harmless to the fullest extent permitted by law from any losses, costs, charges, expenses (including attorneys' fees), judgments, and liabilities incurred by the Commission, and its respective officers, agents and employees, in connection with any action, suit, or proceeding instituted or threatened by any third party in connection with this Agreement.

D. Indemnification Claims Made by the Commission. If any such claim provided for in subsections (A), (B) or (C), is asserted, the Commission shall give prompt notice to Aqua or the Village or both, as applicable, and Aqua or the Village or both, as applicable, if requested by the Commission, shall assume the defense thereof, it being understood, however, that neither Aqua nor the Village shall settle or consent to the settlement of any such claim without the written consent of the Commission. In connection with any such claims, litigation or liabilities, the Commission and its respective officers, agents, employees, representatives and assigns shall have the right to defense counsel of their choice. Aqua and the Village, as applicable, shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, litigation, or liabilities. Aqua and the Village, as applicable, shall have the right to participate in the defense of any such claim, or litigation and, upon the request of the Commission as stated above, shall assume the defense of the Commission, and its respective officers, agents and employees.

E. Indemnification of the Village by Aqua. Other than in the case of intentional misconduct by the Village, Aqua hereby releases and holds harmless the Village, and its respective officers, agents and employees, from, and agrees that the Village, its respective officers, agents or employees, shall not be liable for, any damages resulting from failure to supply Lake water or for any interruption of the Lake water supply to the fullest extent allowed by law; provided that the foregoing shall not excuse the Village from using its good faith efforts to comply with its respective obligations pursuant to Section 1 of this Agreement. Aqua hereby agrees to indemnify, save, and hold harmless the Village, and its respective officers, agents and employees, from and against all claims, litigation, and liability, including legal defense costs and expenses and attorneys' fees, asserted against the Village, or any of its respective officers, agents or employees, from any liabilities for any loss or damage to property or any injury to, or death of, any person that may be occasioned by or related to any cause whatsoever pertaining to the construction, installation, removal, relocation, replacement, extension, improvement, maintenance, or operation of the Aqua System or the Alternate Connection Facilities to the fullest extent allowed by law.

F. Indemnification Claims Made by the Village. If any such claim provided for in subsection (E), is asserted, the Village shall give prompt notice to Aqua and Aqua, if requested by the Village, shall assume the defense thereof, it being understood, however, Aqua shall not settle or consent to the settlement of any such claim without the written consent of the Village. In connection with any such claims, litigation or liabilities, the Village and its respective officers, agents, employees, representatives and assigns shall have the right to defense counsel of their choice. Aqua shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, litigation, or liabilities. Aqua shall have the right to participate in the defense of any such claim, or litigation and, upon the request of the Village, as stated above, shall assume the defense of the Village, as well as its respective officers, agents, employees, representatives and assigns.

Section 10. Interpretation: Compliance with Existing Contracts. This Agreement shall be deemed to be a separate written contract between the Village, the Commission and Aqua. Except where expressly provided in this Agreement, nothing in this Agreement shall be construed to be, or applied in any manner, inconsistent with the terms of the Village – Commission Contract or the Aqua - Commission Contract (the "Prior Contracts"), and if there is any conflict or inconsistency

between the terms of this Agreement and the terms of either one or both of those Prior Contracts, then the terms of those Prior Contracts shall control.

The Village shall at all times comply with all terms and conditions of this Agreement and the Village – Commission Contract, and Aqua shall at all times comply with all terms and conditions of this Agreement and the Aqua - Commission Contract , including without limitation the making of all payments due thereunder or hereunder promptly to the Commission. Under no circumstances shall any dispute of any nature under this Agreement or Aqua’s inability to receive water through the Interconnections provided by this Agreement, excuse, delay, or in any other way affect the Village’s or Aqua’s performances under such Prior Contracts or this Agreement, including without limitation the making of all such payments.

Section 11. Term / Bond / Payment Remedies.

- A. The term of this Agreement shall be from the Effective Date for a period of twenty (20) years. This Agreement may be renewed for three additional ten-year terms upon mutual written agreement of the Parties hereto prior to the expiration of the then applicable term.
- B. Aqua shall, within thirty (30) days of the execution of the Agreement, furnish a bond in the amount of one million eight hundred thousand dollars and zero cents (\$1,800,000.00) representing the approximated amount of twelve months of volumetric payments by Aqua to the Village pursuant to Section 6(A) to guarantee the faithful performance of the payment obligations to be performed pursuant to this Agreement. The bond shall be issued by an admitted surety insurer, authorized to act as a surety in the State of Illinois. This bond shall be renewed and adjusted bi-annually for the entire term of the Agreement and subsequent amendments to extend the Agreement.
- C. In addition to, and without any limitation of Aqua’s indemnification obligations to the Village , any other rights or remedies at law or in equity of the Village contained in this Agreement, in the event Aqua fails to pay the Village for any undisputed amounts owed pursuant to Section 6(A) above, Aqua agrees: (i) the Village shall be entitled to reimbursement of all fees and costs, and expenses, including attorney’s fees, to secure such payment; (ii) to waive trial by jury in any legal proceeding initiated by the Village to secure such payment; and (iii) the Village may seek, s any reasonable deposits

customarily given in the utility industry to secure adequate assurance of future payments, as an appropriate equitable remedy.

Section 12. Governing Law. This Agreement shall be construed exclusively under the applicable laws of, but not the conflict of law rules of, the State of Illinois.

Section 13. Amendment. This Agreement shall not be modified, revised, amended, or annulled in any way except in writing approved by all parties hereto.

Section 14. Notices. All notices or communications provided for herein shall be in writing and shall be delivered in person or by certified United States mail, return receipt requested, postage prepaid, addressed as follows:

To the Village:

Village Manager  
Village of Oak Brook  
1200 Oak Brook Road  
Oak Brook, Illinois 60523

To Aqua:

Aqua Illinois, Inc.  
President  
1000 S. Schuyler Avenue  
Kankakee, IL 60901

To the Commission:

General Manager  
DuPage Water Commission  
600 East Butterfield Road  
Elmhurst, IL 60126

until and unless other addresses are specified by notice given in accordance herewith.

Section 15. Legal Authority. Each party represents and warrants to the others that it has full legal authority to enter this Agreement; that the officers and representatives signing this Agreement have been duly authorized to sign by their respective party; that entering this Agreement will not conflict with or violate the terms of any other agreement or obligation to which each respective party hereto is obligated or bound.

Section 16. Regulatory Approval. This Agreement is subject to all governmental authorizations needed for, including, but not necessarily limited to, adoption and approval from Illinois Commerce Commission.

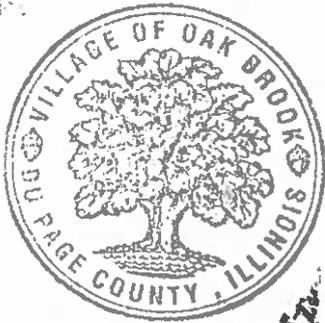
Section 17. Cooperation. The parties agree to cooperate with each other and to use commercially reasonable efforts in the implementation of this Agreement, and to sign or cause to be signed, in a timely fashion, any and all necessary instruments, documents and petitions, and to take such other actions as may be reasonably necessary in order to effectuate the purposes of this Agreement.

Section 18. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by means of email or other electronic signature), each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument. Execution and delivery by facsimile or in any electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement. To the extent applicable, the foregoing constitutes the election of the parties to invoke any applicable law authorizing electronic signatures.

Section 19. Third-Party Beneficiary. For all purposes of this Agreement, the Commission shall be expressly deemed an intended third-party beneficiary of this Agreement, and as such shall be entitled to rely upon and shall have the express right to enforce the terms and conditions of this Agreement to the extent it affects the Commission. Further, this Agreement may not be modified, amended or terminated without the consent of the Commission in its sole discretion.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the Village and Aqua have caused this Agreement to be properly signed and attested to by their respective officers, and their seals affixed hereto, all as of the day and date first hereinabove set forth.



VILLAGE OF OAK BROOK

By: [REDACTED]

Name: GREG SUMMERS

Title: VILLAGE MANAGER

(Corporate Seal)

ATTEST:

Village Clerk [REDACTED]

AQUA ILLINOIS, INC

By:



Name: David C Carter

Title: President

Approved as to form approving the arrangement pursuant to the Aqua Customer Contract and as an intended third-party beneficiary of this Agreement pursuant to Section 19.

DUPAGE WATER COMMISSION

By:

Name:

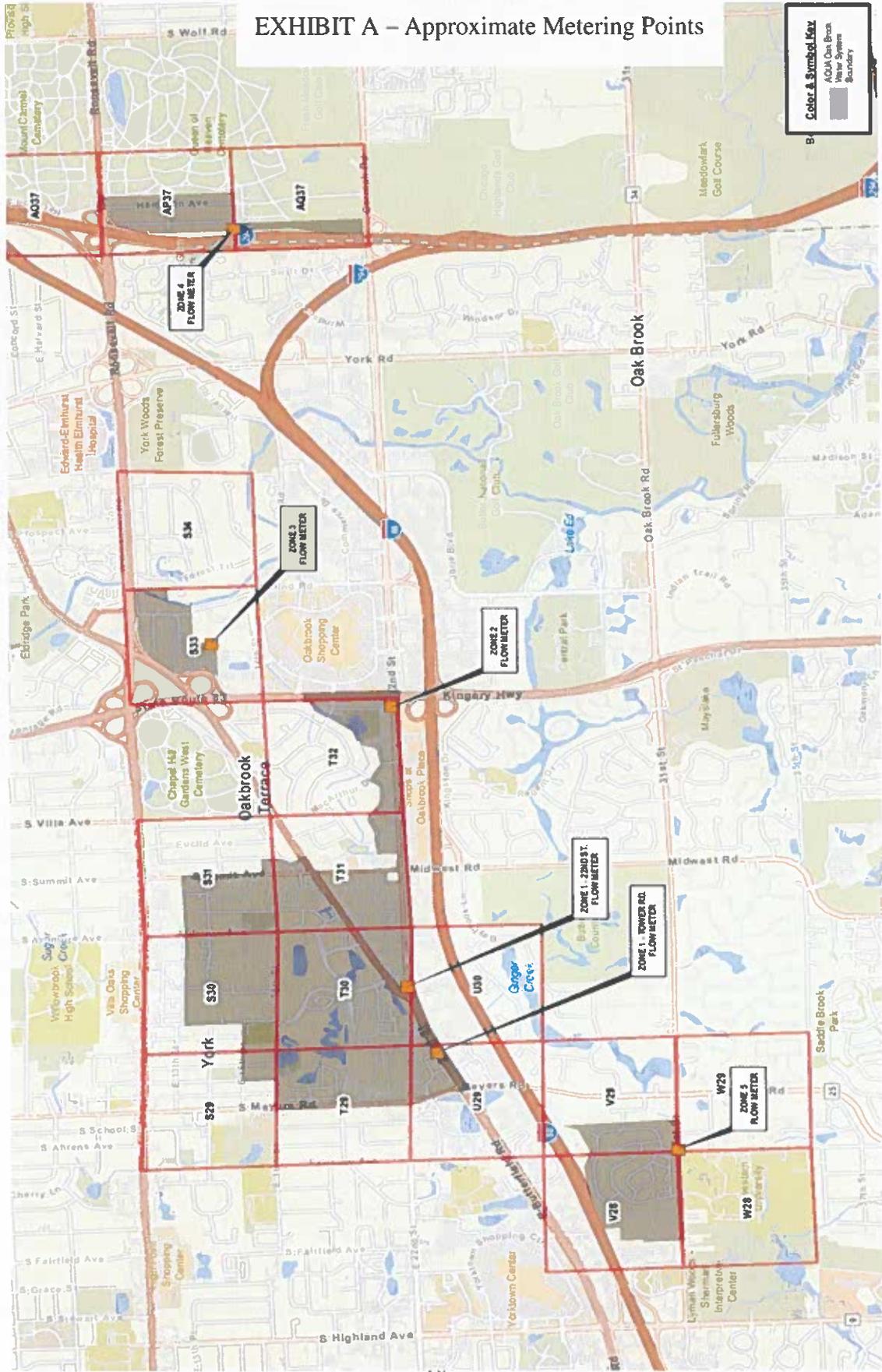
Title:

(Corporate Seal)

ATTEST:

Clerk

# EXHIBIT A – Approximate Metering Points



**EXHIBIT B**  
**Meter Information**

# SITRANS F flowmeters SITRANS F M

Battery-operated water meter  
MAG 8000/MAG 8000 CT

## Overview



MAG 8000 is a comprehensive meter which intelligent information and high performance measurement as well as the easy to install concept take cost of ownership and customer service to a new level for water meter.

## Benefits

### Easy to install

- Compact or remote solution with factory mounted cable and customer setting from factory
- IP68/NEMA 6P enclosure. Sensor can be buried
- Flexible power supply - internal or external battery pack or mains power supply with battery back-up possibilities

### Superior measurement

- Down to 0.2% maximum uncertainty
- OIML R 49 type approval
- Bi-directional measurement

### Long lasting performance/Low cost of Ownership

- Verification according to Directive 2004/22/EC of the European Parliament and Council of March 31, 2004 on measuring instruments (MID), Annex MI-001
- No moving parts means less wear and tear
- 6 years maintenance-free operation in typical revenue application
- Robust construction build for the application

## Intelligent information, easy to access

- Advanced information on site
- Data logger
- Advanced statistics and diagnostics
- Add-on communication modules

## Application

MAG 8000 has been developed as a stand alone water meter for applications within:

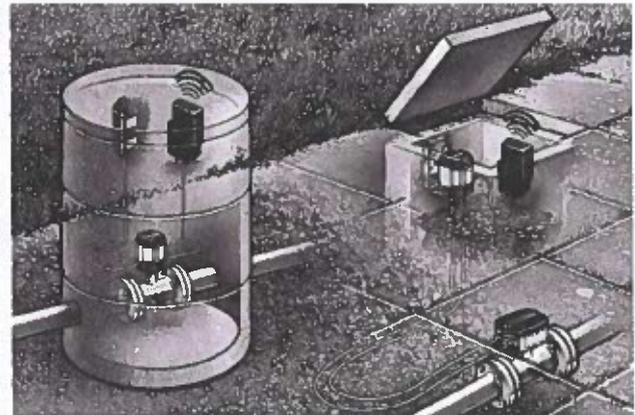
- Abstraction
- Distribution network
- Revenue and bulk metering
- Irrigation

## Design

MAG 8000 is designed according to OIML R 49 and CEN EN 14154 water meter standards with focus on minimized power consumption.

The product program consists of

- Basic and advanced version
- A Custody Transfer version for water billing, with type approval after OIML R 49 and verified according to MI-001 for DN 50 to DN 300 (2" to 12") pending up to DN 600 (24")
- Sensor sizes from DN 25 to 1200 (1" to 48")
- Compact and remote installation in IP68/NEMA 6P enclosure and factory-mounted cable
- SIMATIC PDM and Flow Tool PC configuration softwares



Add-on communication module (left), PC-IrDA connection (right)

# SITRANS F flowmeters

## SITRANS F M

Battery-operated water meter  
MAG 8000/MAG 8000 CT

### Function

MAG 8000 is a microprocessor-based water meter with graphical display and key for optimum customer operation and information on site. The transmitter drives the magnetic field in the sensor, evaluates the flow signal from the sensor and calculates the volume passing through. It delivers the required information via the integrated pulse output or communication interfaces as part of a system solution. Its intelligent functionality, information and diagnostics ensure optimum meter performance and information to optimize water supply and billing.



MAG 8000 and MAG 8000 CT can be ordered as a Basic or an Advanced version. Both versions are configured to achieve 6 years battery operation in typical revenue applications.

Features / Version	MAG 8000 Basic	MAG 8000 Advanced
Measuring frequency in battery power mode (Manually selected)	1/15, 1/30 or 1/60 Hz	from 6.25 to 1/60 Hz depending of sensor size
Output MAG 8000/MAG 8000CT	2 FW/RV/AI/CA (max. 50 Hz pulse rate)	2 FW/RV/AI/CA (max. 100 Hz pulse rate)
Communication	Add-on	Add-on
Data logger	Yes	Yes
Insulation test	No	Yes
Leakage detection	No	Yes
Meter utilization	No	Yes
Statistics	No	Yes
Tariff	No	Yes
Settle date (Revenue)	No	Yes

In MAG 8000 CT revenue parameters and data are protected against manipulation. Verification and sealings is used to obtain the MI-001 approval (MID).

Some information is accessible via the display whereas all information is accessible via the IrDA communication interface with the PDM software. Data and parameters are registered in a EEPROM. They can all be read, but changing the information demands a software password or a hardware key attached to the printed circuit board.

The SIMATIC PDM tool gives the possibility of testing and verifying the flowmeter on site and creating a printed "Qualification

Certificate" with all specific data that define the quality status of the measurement.

The Qualification Certificate consists of two pages with information about the actual status of the sensor:

PART 1 provides general settings, sensor and battery info, totalizer values and pulse output settings.

Part 2 provides detailed information about electronic and sensor functionality and a main parameter list for evaluating the functionality of the MAG 8000 water meter.



# SITRANS F flowmeters

## SITRANS F M

Battery-operated water meter  
MAG 8000/MAG 8000 CT

### Technical specifications

Meter	MAG 8000 (7ME6810)	MAG 8000 CT (7ME6820)
<b>Accuracy</b>	Standard calibration: ±0.4% of rate ±2 mm/s Extended calibration DN 50 ... DN 300 (2" ... 12"): ±0.2 % of rate ±2 mm/s	OIML R 49 for DN 50 ... DN 300 (2" ... 12"), Class 1 and 2 with turn down up to Q3/Q1 = 400 at Q2/Q1 = 1.6 MI-001 verification for DN 50 ... DN 300 (2" ... 12"), Class 2 with turn down ratio Q3/Q1 = 250, Q3/Q1 = 200 or Q3/Q1 = 160 at Q2/Q1 = 1.6
<b>Media conductivity</b>	Clean water > 20 µs/cm	
<b>Temperature</b>		
Ambient	-20 ... +60 °C (-4 ... +140 °F)	-20 ... +60 °C (-4 ... +140 °F)
Media	0 ... +70 °C (32 ... +158 °F)	0.1 ... +50 °C (32 ... +122 °F)
Storage	-40 ... +70 °C (-22 ... +158 °F)	-40 ... +70 °C (-22 ... +158 °F)
<b>Enclosure rating</b>	IP68/NEMA 6P; Cable glands mounted requires Sylgard potting kit to remain IP68/NEMA 6P, otherwise IP67/NEMA 4 is obtained; Factory-mounted cable provides IP68/NEMA 6P	
<b>Drinking water approvals</b>	<ul style="list-style-type: none"> <li>• NSF/ANSI Standard 61 (cold water) USA</li> <li>• WRAS (BS 6920 cold water) UK</li> <li>• ACS Listed France</li> <li>• DVGW W270 Germany</li> <li>• Belgaqua (B)</li> <li>• MCERTS (GB)</li> </ul>	<ul style="list-style-type: none"> <li>• NSF/ANSI Standard 61 (cold water) USA</li> <li>• WRAS (BS 6920 cold water) UK</li> <li>• ACS Listed France</li> <li>• DVGW W270 Germany</li> <li>• Belgaqua (B)</li> <li>• MCERTS (GB)</li> </ul>
<b>Custody transfer approval</b>	• OIML R 49 approval	• OIML R 49 and OIML R49 MAA approval • MI-001 approval (Number: DK-0200-MI-001-002)
<b>Conformity</b>	<ul style="list-style-type: none"> <li>• PED: 97/23EC</li> <li>• EMC: EN 61000-6-3, EN 61000-6-2, EN 61326-1</li> </ul>	<ul style="list-style-type: none"> <li>• CEN EN 14154, ISO 4064</li> <li>• PED: 97/23EC</li> <li>• EMC: EN 61000-6-3, EN 61000-6-2, EN 61326-1</li> </ul>
<b>Sensor version</b>	DN 25 ... 1200 (1" ... 48")	DN 50 ... 600 (2" ... 24") in preparation up to DN 600
<b>Measuring principle</b>	Electromagnetic induction	
<b>Excitation frequency</b>		
<b>Basic version</b>		
• Battery-powered	DN 25 ... 150 (1" ... 6"): 1/15 Hz DN 200 ... 600 (8" ... 24"): 1/30 Hz DN 700 ... 1200 (28" ... 48"): 1/60 Hz	DN 50 ... 150 (2" ... 6"): 1/15 Hz DN 200 ... 600 (8" ... 24"): 1/30 Hz
• Mains-powered	DN 25 ... 150 (1" ... 6"): 6.25 Hz DN 200 ... 600 (8" ... 24"): 3.125 Hz DN 700 ... 1200 (28" ... 48"): 1.5625 Hz	DN 50 ... 150 (2" ... 6"): 6.25 Hz DN 200 ... 600 (8" ... 24"): 3.125 Hz
<b>Advanced version</b>		
• Battery-powered	DN 25 ... 150 (1" ... 6"): 1/15 Hz (adjustable up to 6.25 Hz; reduced battery lifetime) DN 200 ... 600 (8" ... 24"): 1/30 Hz (adjustable up to 3.125 Hz; reduced battery lifetime) DN 700 ... 1200 (28" ... 48"): 1/60 Hz (adjustable up to 1.5625 Hz; reduced battery lifetime)	DN 50 ... 150 (2" ... 6"): 1/15 Hz (adjustable up to 6.25 Hz; reduced battery lifetime) DN 200 ... 600 (8" ... 24"): 1/30 Hz (adjustable up to 3.125 Hz; reduced battery lifetime)
• Mains-powered	DN 25 ... 150 (1" ... 6"): 6.25 Hz DN 200 ... 600 (8" ... 24"): 3.125 Hz DN 700 ... 1200 (28" ... 48"): 1.5625 Hz	DN 50 ... 150 (2" ... 6"): 6.25 Hz DN 200 ... 600 (8" ... 24"): 3.125 Hz

# SITRANS F flowmeters

## SITRANS F M

Battery-operated water meter  
MAG 8000/MAG 8000 CT

Meter	MAG 8000 (7ME6810)	MAG 8000 CT (7ME6820)
<b>Flanges</b>		
EN 1092-1 (DIN 2501)	DN 25 and DN 40 (1" and 1½"); PN 40 (580 psi) DN 50 ... 150 (2" ... 6"); PN 16 (232 psi) DN 200 ... 1200 (8" ... 48"); PN 10 or PN 16 (145 psi or 232 psi)	DN 50 ... 150 (2" ... 6"); PN 16 (232 psi) DN 200 ... 300 (8" ... 12"); PN 10 or PN 16 (145 psi or 232 psi) up to DN 600 (24") in preparation
ANSI 16.5 Class 150 lb	1" ... 24": 20 bar (290 psi)	2" ... 12": 20 bar (290 psi) up to DN 600 (24") in preparation
AWWA C-207	28" ... 48": PN 10 (145 psi)	
AS 4087	DN 50 ... 1200 (2" ... 48"): PN 16 (232 psi)	DN 50 ... 300 (2" ... 12"); PN 16 (232 psi) up to DN 600 (24") in preparation
<b>Liner</b>	EPDM	EPDM
<b>Electrode and grounding electrodes</b>	Hastelloy C276	Hastelloy C276
<b>Grounding straps</b>	Grounding straps are premounted from the factory on each side of the sensor	Grounding straps are premounted from the factory on each side of the sensor
<b>Transmitter</b>		
<b>Installation</b>	Compact (integral) Remote with factory-mounted cable (5, 10, 20 or 30 m)	
<b>Enclosure</b>	Stainless steel top housing (AISI 316) and coated brass bottom. Remote wall mount bracket in stainless steel (AISI 304).	
<b>Cable entries</b>	2 x M20 (one gland for one cable of size 6 ... 8 mm (0.02 ... 0.026 ft) is included in the standard delivery)	
<b>Display</b>	Display with 8 digits for main information. Index, menu and status symbols for dedicated information	
<b>Flow unit</b>	Volume in m <sup>3</sup> and flow rate in m <sup>3</sup> /h	
Europe	Volume in Gallon and flow rate in GPM	
US	Volume in Ml and flow rate as Ml/d	
Australia		
<b>Optional display units</b>	Volume: m <sup>3</sup> x 100, l x 100, G x 100, G x 1000, MG, CF x 100, CF x 1000, AF, Al, kl Flow: m <sup>3</sup> /min, m <sup>3</sup> /d, l/s, l/min, GPS, GPH, GPD, MGD, CFS, CFM, CFH	
<b>Digital output</b>	2 passive outputs (MOS), individual galvanically isolated Maximum load ± 35 V DC, 50 mA short circuit protected	
Output A function	Programmable as pulse volume – forward – reverse – forward/net – reverse/net	
Output B function	Programmable as pulse volume (like output A), alarm	
Output	Max. pulse rate of 50 Hz (only Basic version) and 100 Hz (only Advanced version), pulse width of 5, 10, 50, 100, 500 ms	
<b>Communication</b>	IrDA: Standard integrated infrared communication interface with MODBUS RTU protocol	
<b>Add-on modules</b>	<ul style="list-style-type: none"> <li>• RS 232 serial interface with MODBUS RTU (Rx/Tx/GND), point to point with max. 15 m cable</li> <li>• RS 485 serial interface with MODBUS RTU (+/-GND), multidrop with up to 32 devices with max. 1000 m cable</li> <li>• Encoder interface module (for Itron 200WP) "Sensus protocol"</li> </ul>	
<b>Power supply</b>	Auto detection of power source with display symbol for operation power.	
Internal battery pack	2 D-Cell 3.6 V/33 Ah	
External battery pack	4 D-Cell 3.6 V/66 Ah	
<b>Mains power supply</b>	<ul style="list-style-type: none"> <li>• 12 ... 24 V AC/DC (10 ... 32 V) 2 VA</li> <li>• 115 ... 230 V AC (85 ... 264 V) 2 VA</li> </ul> Both mains power supply systems are upgradable for battery backup via internal D-Cell (3.6 V 16.5 Ah) or external battery pack.	
<b>Cable</b>	3 m (9.8 ft) for external connection to mains supply (without cable plug)	

# SITRANS F flowmeters

## SITRANS F M

Battery-operated water meter  
MAG 8000/MAG 8000 CT

### Technical specifications

#### Transmitter

Installation MAG 8000/  
MAG 8000CT

Integral (compact) or remote with factory mounted cable in 5, 10, 20 or 30 m lengths with IP68/NEMA 6P connectors. Connection is made at the transmitter bottom.

Enclosure

Stainless steel top housing (AISI 316) and coated brass bottom. Remote wall mount bracket in stainless steel (AISI 304).

Cable entries

2 x M20 (one gland for one cable of size 6 ... 8 mm (0.24 ... 0.31 ") is included in the standard delivery)

Display and key

- Display with 8 digits for main information. Index, menu and status symbols for dedicated information
- Key for toggling through the information and reset customer totalizer and call-up function
- Selectable default information and accessible menus:
  - Operator
  - Meter
  - Service
  - Data Logger
  - Statistic and leakage (only Advanced version)
  - Revenue and Tariffs (only Advanced version)
- Totalized information can be displayed with 1, 2, 3 decimals or automatic adjustment for maximum resolution

Flow unit MAG 8000

- Europe std.
- US std.
- Australian std.

Volume in m<sup>3</sup> and flow rate in m<sup>3</sup>/h

Volume in Gallon and flow rate in GPM

Volume in MI and flow rate as MI/d

Other units selectable:

- Volume: m<sup>3</sup> x 100, l x 100, G x 100, G x 1000, MG, CF x 100, CF x 1000, AF, AI, KI
- Flow: m<sup>3</sup>/min, m<sup>3</sup>/d, l/s, l/min, GPS, GPH, GPD, MGD, CFS, CFM, CFH
- Other units are ordered from factory or manually configured on-site by sticking a label on the display and changing the scaling factors

Flow unit MAG 8000 CT

- Europe std.

Volume in m<sup>3</sup> and flow rate in m<sup>3</sup>/h

Digital output MAG 8000/  
MAG 8000CT

- 2 passive outputs (MOS), individual galvanically isolated
- Maximum load ± 35 V DC, 50 mA short circuit protected
- Output A function  
Programmable as pulse volume  
- forward - reverse - forward/net - reverse/net
- Output B function  
Programmable as pulse volume (like output A), alarm or call-up
- Output  
Max. pulse rate of 50 Hz (only Basic version) and 100 Hz (only Advanced version), pulse width of 5, 10, 50, 100, 500 ms

Communication

IrDA: Standard integrated infrared communication interface with MODBUS RTU protocol

Add-on modules:

- RS 232 serial interface with MODBUS RTU (Rx/Tx/GND), point to point with max. 15 m cable
- RS 485 serial interface with MODBUS RTU (+/-/GND), multi-drop with up to 32 devices with max. 1000 m cable

MODBUS RTU protocol is an open protocol (further information available on request)  
Serial speed 1200, 2400, 4800, 9600, 19200, 38400 Baud

- Encoder interface (for Itron 200WP) "Sensus protocol" for fixed network

Power supply

Auto detection of power source with display symbol for operation power.

Internal battery pack: 2 D-Cell 3.6 V/33 Ah

External battery pack: 4 D-Cell 3.6 V/66 Ah

Mains Power supply:

- 12 ... 24 V AC/DC (10 ... 32 V) 2 VA
- 115 ... 230 V AC (85 ... 264 V) 2 VA

Both mains power supply systems are upgradable for battery backup via internal D-Cell (3.6 V 16.5 Ah) or external battery pack. The power supply has 3 m (9.8 ft) power cable for external connection to mains supply (without cable plug)

# SITRANS F flowmeters

## SITRANS F M

Battery-operated water meter  
MAG 8000/MAG 8000 CT

Features	
<b>Application identification</b>	Tag number up to 15 characters
<b>Time and date</b>	Real time clock
<b>Totalizer</b>	
MAG 8000/ MAG 8000CT	2 totalizer: Forward, Reverse, Bidirectional netflow calculation and free selectable start value. 1 customer totalizer, following totalizer 1 setting and resettable via display key or software with logging of date and time
<b>Measurement</b>	
Low flow cut-off	0.05% of $Q_n$ (Q3) or free adjustable
Empty pipe detection	Symbolised in display
Data logger	Logging of 26 records: selectable as daily, weekly or monthly logging
<b>Alarm</b>	Active alarm is indicated on the display
Monitoring	Total hours an alarm has been active Numbers of times the alarm has been activated First time an alarm appears Last time the alarm disappears
Fatal faults	Signal insulation – Flow signal immunity is influenced (only Advanced version) Coil current – Fault in driving magnetic sensor field Amplifier – Fault in signal circuit Check sum – Fault in calculation or handling of data
Warning faults	Low Power – customer selectable battery alarm level or power drop out Flow overflow – Flow in sensor exceeds $Q_{max}$ (Q4) (125% $Q_n$ (Q3)) Pulse overflow on output A and B – Selected pulse volume is too small compared to actual flow rate and max. output pulse rate. Consumption – saved data logger consumption exceeds customer selected limit on high or low consumption Leakage – Leakage detected based on customer settings (only Advanced version) Empty pipe – no water in the pipe / sensor Low impedance - measured electrode impedance below customer low impedance level Flow limit – actual flow exceeds selected high flow limited
<b>Meter status (tamper monitoring of revenue data)</b>	Changing totalizers 1 and 2 Changing Tariff totalizer Changing Tariff settings Changing date and time Alarm has been active (see alarm log for details) Fault log has been reset Hardware parameter protection has been broken Meter has been repowered

<b>Data protection</b>	All data stored in an EEPROM. Totalizers 1 and 2 are backed up every 10 min, statistic every hour and power consumption and temperature measurement every 4 hour. Password protection of all parameters and hardware protection of calibration and revenue parameters.
<b>Battery power management</b>	Optimal battery information on remaining capacity. Calculated capacity includes all consuming elements and available battery capacity is adjusted related to change in ambient temperature. Numbers of power-ups Date and time registered for first and last time power alarm.
<b>Diagnostic</b>	
Continuous self test including	Coil current to drive the magnetic field Signal input circuit Data calculation, handling and storing
Alarm statistics and logging for fault analyzing	Electrode impedance to check actual media contact Flow simulation to check pulse and communication signal chain for correct scaling Number of sensor measurements (excitations) Transmitter temperature (battery capacity calculation) Low impedance alarm for change in media Flow alarm when defined high flow exceeds Verification mode for fast measure performance check
<b>Insulation test</b> (only Advanced version)	Test of signal immunity against disturbance and bad installation. Test interval is selectable and measurement is interrupted during the test period of 4 min.
<b>Leakage detection</b> (only Advanced version)	Monitoring the lowest flow or volume during selected time window within 24 hours. Leakage is detected over a selectable period where monitored value exceed the possible leakage level. Min and max values are stored with date registration. Last store value visible on the display.
<b>Meter Utilization</b> (only Advanced version)	6 registers for monitoring total time the meter has operated in different flow intervals. Registered intervals are free selectable as % of $Q_n$ (Q3)
<b>Tariff</b> (only Advanced version)	6 tariff registers count the volume delivered within the selected tariff windows, based on time of day or flow rates or a combination. Tariff can also be used for consumption profile where consumption is related to different time intervals or flow rates. Tariff values visible on the display.

# SITRANS F flowmeters SITRANS F M

Battery-operated water meter  
MAG 8000/MAG 8000 CT

<b>Settling date</b> (only Advanced version)	On a predefined date the totalizer 1 index value is stored. Old values are stored to show the latest two totalized 1 index values. Settling values visible on the display.
<b>Statistic</b> (only Advanced version)	Min. flow rate with time and date registration Max. flow rate with time and date registration Min. daily consumption with date registration Max. daily consumption with date registration Latest 7 days total and daily consumption Actual month consumption Latest month consumption
<b>PC Configuration Software PDM</b>	<ul style="list-style-type: none"> <li>• Meter configuration – online and offline mode</li> <li>• Own parameter settings</li> <li>• Parameter documentation</li> <li>• Print and export of data and parameters</li> </ul> PDM 6.0 Service Pack 2 – Basic and Online version

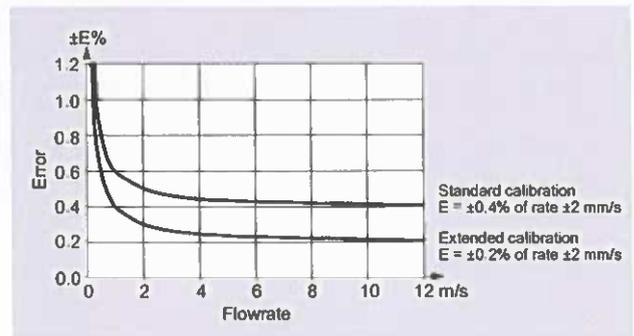
### MAG 8000 water meter uncertainty

To ensure continuous accurate measurement, flowmeters must be calibrated. All measuring instrumentation, used in the calibration of the flowmeters, has either been calibrated by a UKAS or DANAK accredited laboratory or has been calibrated against certified master sensors. This provides an unbroken chain of measurement-traceability to national standards.

Siemens Flow Instruments can provide accredited calibration in the flow range from 0.0001 m<sup>3</sup>/h to 4350 m<sup>3</sup>/h.

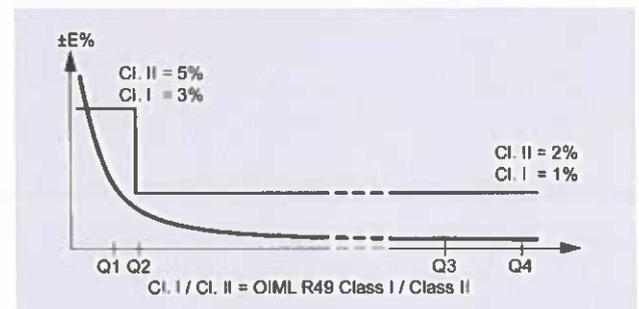
The accreditation bodies DANAK and UKAS have signed the ILAC MRA agreement (International Laboratory Accreditation Corporation - Mutual Recognition Arrangement). Therefore the accreditation ensures international traceability and recognition of the test results in 39 countries world wide, including the US (NIST traceability).

The selected calibration determines the accuracy of the meter. A standard calibration results in max. ±0.4 % uncertainty and an extended calibration ±0.2 %. A calibration certificate follows every sensor and calibration data are stored in the meter unit.



### MAG 8000 CT (Revenue program) water meter type approval

MAG 8000 CT program is type approved and verified according to international water meter standard OIML R 49. The Custody Transfer program is approved as Class I and Class II, for the sensor program from DN 50 to DN 300, at different Q3 and Q3/Q1. Q2/Q1 = 1.6 and follows OIML R 49 specification.



# SITRANS F flowmeters

## SITRANS F M

### Battery-operated water meter MAG 8000/MAG 8000 CT

OIML R 49 Pattern approval specification for Class I (1%)<sup>1)</sup>

Size	50 (2")	65 (2½")	80 (3")	100 (4")	125 (5")	150 (6")	200 (8")	250 (10")	300 (12")
„R“ Q3/Q1	250	250	250	250	250	250	250	250	160
Q4 [m³/h]	78.75	125	200	312.5	500	787.5	1250	2000	2000
<b>Q3 [m³/h]</b>	<b>63</b>	<b>100</b>	<b>160</b>	<b>250</b>	<b>400</b>	<b>630</b>	<b>1000</b>	<b>1600</b>	<b>1600</b>
Q2 [m³/h]	0.40	0.64	1.00	1.60	2.50	4.00	6.40	10.0	16.0
Q1 [m³/h]	0.25	0.40	0.63	1.00	1.60	2.50	4.00	6.40	10.0

OIML R 49 Pattern approval specification for Class II (2%)<sup>1)</sup>

Size	50 (2")	65 (2½")	80 (3")	100 (4")	125 (5")	150 (6")	200 (8")	250 (10")	300 (12")
„R“ Q3/Q1	400	400	400	400	400	400	400	400	250
Q4 [m³/h]	78.75	125	200	312.5	500	787.5	1250	2000	2000
<b>Q3 [m³/h]</b>	<b>63</b>	<b>100</b>	<b>160</b>	<b>250</b>	<b>400</b>	<b>630</b>	<b>1000</b>	<b>1600</b>	<b>1600</b>
Q2 [m³/h]	0.25	0.40	0.63	1.00	1.60	2.50	4.00	6.40	10.0
Q1 [m³/h]	0.16	0.25	0.40	0.63	1.00	1.60	2.50	4.00	6.40

<sup>1)</sup> The product will be delivered according to requested specifications, which may deviate from the specifications of the approval frame described in tables below.

#### MAG 8000 CT (Revenue program) MI-001

MAG 8000 CT program is type approved according to international water meter standard OIML R 49. Since the first November 2006 the MI-001 water meter directive is in force, which means that all water meters can be sold across the EU borders if the water meters contain a MI-001 label.

The MAG 8000 CT MI-001 verified and labeled products are a Class II approval according to Directive 2004/22/EC of the European Parliament and Council of March 31, 2004 on measuring instruments (MID), Annex MI-001 in the sizes from DN 50 to DN 600.

The MID certification is obtained as a B + D module approval according to the above mentioned directive.

Module B : Type approval according to OIML R 49

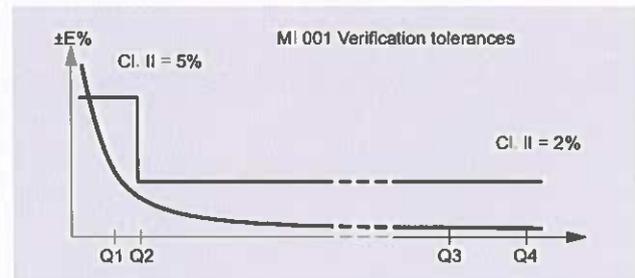
Module D : Quality insurance approval of production

MAG 8000 CT MI-001 verified and labeled products at a given Q3 and Q3/Q4 = 1.25 and Q2/Q1 = 1.6 measuring ranges see below table:

DN	50 (2")	65 (2½")	80 (3")	100 (4")	125 (5")	150 (6")	200 (8")	250 (10")	300 (12")
„R“ Q3/Q1	25	25	25	25	25	25	25	25	25
Q4 [m³/h]	18.75	31.25	50	78.75	125	200	312.5	500	750
<b>Q3 [m³/h]</b>	<b>15</b>	<b>25</b>	<b>40</b>	<b>63</b>	<b>100</b>	<b>160</b>	<b>250</b>	<b>400</b>	<b>600</b>
Q2 [m³/h]	0.96	1.60	2.60	4.03	6.40	10.24	16.00	25.60	38.4
Q1 [m³/h]	0.60	1.00	1.60	2.52	4.00	6.40	10.00	16.00	24.0

DN	50 (2")	65 (2½")	80 (3")	100 (4")	125 (5")	150 (6")	200 (8")	250 (10")	300 (12")
„R“ Q3/Q1	63	63	63	63	63	63	63	63	63
Q4 [m³/h]	18.75	31.25	50	78.75	125	200	312.5	500	750
<b>Q3 [m³/h]</b>	<b>15</b>	<b>25</b>	<b>40</b>	<b>63</b>	<b>100</b>	<b>160</b>	<b>250</b>	<b>400</b>	<b>600</b>
Q2 [m³/h]	0.38	0.63	1.02	1.60	2.54	4.06	6.35	10.20	15.24
Q1 [m³/h]	0.24	0.40	0.63	1.00	1.59	2.54	3.97	6.35	9.52

DN	50 (2")	65 (2½")	80 (3")	100 (4")	125 (5")	150 (6")	200 (8")	250 (10")	300 (12")
„R“ Q3/Q1	80	80	80	80	80	80	80	80	80
Q4 [m³/h]	18.75	31.25	50	78.75	125	200	312.5	500	750
<b>Q3 [m³/h]</b>	<b>15</b>	<b>25</b>	<b>40</b>	<b>63</b>	<b>100</b>	<b>160</b>	<b>250</b>	<b>400</b>	<b>600</b>
Q2 [m³/h]	0.31	0.50	0.80	1.20	2.00	3.20	5.00	8.00	12.0
Q1 [m³/h]	0.19	0.31	0.50	0.75	1.25	2.00	3.13	5.00	7.5



# SITRANS F flowmeters

## SITRANS F M

Battery-operated water meter  
MAG 8000/MAG 8000 CT

DN	50 (2")	65 (2½")	80 (3")	100 (4")	125 (5")	150 (6")	200 (8")	250 (10")	300 (12")
„R“ Q3/Q1	160	160	160	160	160	160	160	160	160
Q4 [m³/h]	50	78.75	125	200	312.5	500	787.5	1250	2000
<b>Q3 [m³/h]</b>	<b>40</b>	<b>63</b>	<b>100</b>	<b>160</b>	<b>250</b>	<b>400</b>	<b>630</b>	<b>1000</b>	<b>1600</b>
Q2 [m³/h]	0.40	0.63	1.00	1.60	2.50	4.00	6.30	10.00	16.00
Q1 [m³/h]	0.25	0.39	0.63	1.00	1.56	2.50	3.94	6.30	10.00

DN	50 (2")	65 (2½")	80 (3")	100 (4")	125 (5")	150 (6")	200 (8")	250 (10")	300 (12")
„R“ Q3/Q1	200	200	200	200	200	200	200	200	200
Q4 [m³/h]	50	78.75	125	200	312.5	500	787.5	1250	2000
<b>Q3 [m³/h]</b>	<b>40</b>	<b>63</b>	<b>100</b>	<b>160</b>	<b>250</b>	<b>400</b>	<b>630</b>	<b>1000</b>	<b>1600</b>
Q2 [m³/h]	0.32	0.50	0.80	1.28	2.00	3.20	5.00	8.00	12.60
Q1 [m³/h]	0.20	0.32	0.50	0.80	1.25	2.00	3.15	5.00	8.00

DN	50 (2")	65 (2½")	80 (3")	100 (4")	125 (5")	150 (6")	200 (8")	250 (10")	300 (12")
„R“ Q3/Q1	250	250	250	250	250	250	250	250	250
Q4 [m³/h]	50	78.75	125	200	312.5	500	787.5	1250	2000
<b>Q3 [m³/h]</b>	<b>40</b>	<b>63</b>	<b>100</b>	<b>160</b>	<b>250</b>	<b>400</b>	<b>630</b>	<b>1000</b>	<b>1600</b>
Q2 [m³/h]	0.26	0.40	0.64	1.02	1.60	2.56	4.00	6.40	10.24
Q1 [m³/h]	0.16	0.25	0.40	0.64	1.00	1.60	2.52	4.00	6.40

The Label is placed on the side of the encapsulation. An example of the product label is shown below:

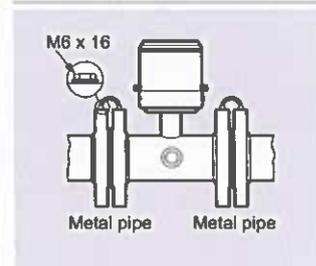


### Installation conditions

Please refer to "System information SITRANS F M electromagnetic flowmeters".  
MAG 8000 CT has to be mounted in Integral (compact) and horizontal position only, to obtain the MI-001 certification.  
Battery packs must be installed with the top part in upwards direction to reach maximum capacity.

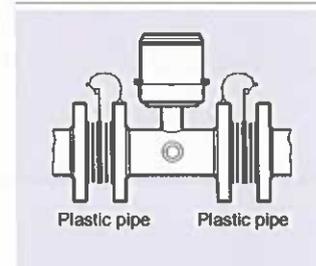
### Bonding and grounding

The sensor body must be grounded using grounding/bonding straps and/or grounding rings to protect the flow signal against stray electrical noise and/or lightning. This ensures that the noise is carried through the sensor body and a noise-free measuring area within the sensor body.



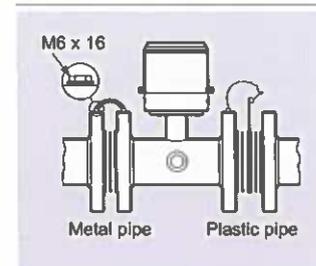
### Metal pipelines

On metal pipelines, connect the straps to both flanges.



### Plastic pipelines

On plastic pipelines and lined metal pipes, optional grounding rings must be used at both ends.  
Grounding rings has to be ordered separately see „grounding ring KIT“



### Combination of metal and plastic pipelines

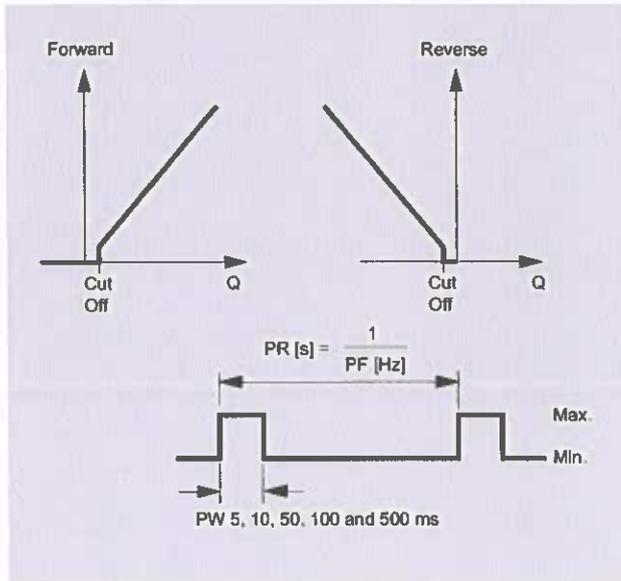
A combination of metal and plastic requires straps for metal pipeline and grounding rings for plastic pipeline.

# SITRANS F flowmeters

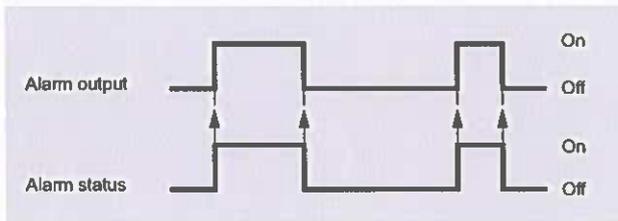
## SITRANS F M

Battery-operated water meter  
MAG 8000/MAG 8000 CT

### Output configuration MAG 8000



Pulse volume: Output A/B configured as volume per pulse, the output delivers a pulse when the preset volume has passed the selected direction, calculated on forward/reverse or Net forward/reverse flow. The volume per pulse is freely scalable, from 0.0001 to 10 000 meter-unit per pulse. PR = pulse rate and PF = pulse frequency.



Alarm: The alarm will follow the internal alarm status.

### Output configuration MAG 8000 CT

MAG 8000 CT has same out put functionality as MAG 8000, due to MI-001 is only forward flow (output A predefined) and output B as Alarm output available).

### Battery lifetime (subject to the assumptions mentioned above)

Excitation frequency (24 h operation)		1/60 Hz	1/30 Hz	1/15 Hz	1/5 Hz	1.5625 Hz	3.125 Hz	6.25 Hz
Two D-Cell battery 33 Ah Internal battery pack	DN 25 ... 200 (1" ... 8")	8 years	8 years	6 years	40 months	8 months	4 months	2 months
	DN 250 ... 600 (10" ... 24")	8 years	6 years	4 years	20 months	4 months	2 months	NA
	DN 700 ... 1 200 (28" ... 48")	6 years	4 years	2 years	1 year	2 months	NA	NA
Four D-Cell battery 66 Ah External battery pack	DN 25 ... 200 (1" ... 8")	N/A	10 years	10 years	80 months	16 months	8 months	4 months
	DN 250 ... 600 (10" ... 24")	N/A	10 years	10 years	40 months	8 months	4 months	NA
	DN 700 ... 1 200 (28" ... 48")	10 years	8 years	4 years	2 years	4 months	NA	NA

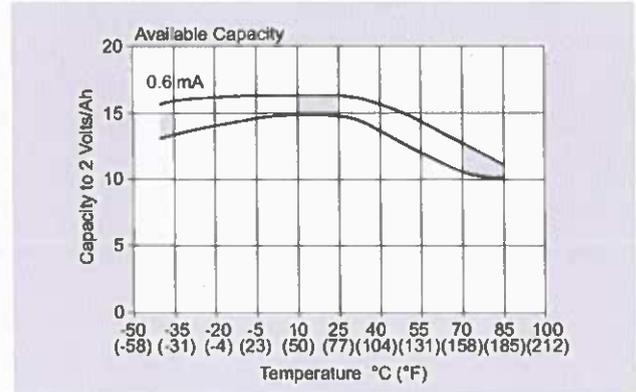
External battery pack can be used as battery backup for mains power supply.

Serial RS 232/RS 485 add-on communication modules are designed for mains powered systems as the battery operation time will be reduced. At 1 hour communication per month (all meter

### Battery operation time and calculation

The battery operation time depends on the connected battery pack as well as the operation condition of the meter.

MAG 8000 calculates the remaining capacity every 4 hours and includes all consuming elements. Calculation compensates for temperature influence on battery capacity (drawing).



The effect from other temperatures can be seen from the figure. A variation in temperature from 15 °C to 55 °C (59 to 131 °F) reduces the capacity by 17% in the table from 15 Ah to 12.5 Ah.

At typical revenue scenario of expected battery operation time can be seen in the table.

The measurement for calculating the rest capacity of the battery life time is only completed if the system has no active fatal faults or the empty pipe is active. Maximum battery specification is 10 years operation.

### Scenario - Revenue application

Output A	Pulse rate max. 10 Hz
Output B	Alarm or call-up
Meter dialog	1 hour per month
Add-com	None
Temperature profile	<ul style="list-style-type: none"> <li>• 5% at 0 °C (32 °F)</li> <li>• 80% at 15 °C (59 °F)</li> <li>• 15% at 50 °C (122 °F)</li> </ul>

data collected 2 times per day) and the module is connected, the operation time is reduced to:

- RS 232 at low excitation frequency to 10% and at high excitation frequency to 80% of calculated operation time
- RS 485 at low excitation frequency to 50% and at high excitation frequency to 90% of calculated operation time

# SITRANS F flowmeters

## SITRANS F M

Battery-operated water meter  
MAG 8000/MAG 8000 CT

4

Selection and Ordering data	Order No.
<b>SITRANS F M MAG 8000 water meter</b>	<b>7ME6810 -</b>
■■■■■ - ■■■■	
<b>Diameter</b>	
DN 25 (1")	2 D
DN 40 (1½")	2 R
DN 50 (2")	2 Y
DN 65 (2½")	3 F
DN 80 (3")	3 M
DN 100 (4")	3 T
DN 125 (5")	4 B
DN 150 (6")	4 H
DN 200 (8")	4 P
DN 250 (10")	4 V
DN 300 (12")	5 D
DN 350 (14")	5 K
DN 400 (16")	5 R
DN 450 (18")	5 Y
DN 500 (20")	6 F
DN 600 (24")	6 P
DN 700 (28") <sup>1)</sup>	6 Y
DN 750 (30") <sup>1)</sup>	7 D
DN 800 (32") <sup>1)</sup>	7 H
DN 900 (36") <sup>1)</sup>	7 M
DN 1000 (40") <sup>1)</sup>	7 R
DN 1050 (42") <sup>1)</sup>	7 T
DN 1100 (44") <sup>1)</sup>	7 V
DN 1200 (48") <sup>1)</sup>	8 B
<b>Flange norm and pressure rating</b>	
<u>EN 1092-1</u>	
PN 10 (DN 200 ... 1200 (8" ... 48"))	B
PN 16 (DN 50 ... 1200 (2" ... 48"))	C
PN 16 none PED (DN 700 ... 1200 (28" ... 48"))	D
PN 40 (DN 25 ... 40 (1" ... 1½"))	F
<u>ANSI B16.5</u>	
Class 150	J
<u>AWWA C-207</u>	
Class D (28" ... 48")	L
<u>AS4087</u>	
PN 16 (DN 50 ... 1200 (2" ... 48"))	N
<b>Sensor version</b>	
EPDM liner and Hastelloy electrodes	3
<b>Calibration</b>	
Standard ± 0.4% of rate ± 2 mm/s	1
Extended ± 0.2% of rate ± 2 mm/s DN 50 ... 300 (2" ... 12")	2
<b>Region version</b>	
Europe (m <sup>3</sup> , m <sup>3</sup> /h, 50 Hz)	1
USA (Gallon, GPM, 60 Hz)	2
Australia (ML, l/h, 50 Hz)	3
<b>Transmitter type and installation</b>	
Basic version integral on sensor	A
Basic version remote, 5 m (16.4 ft) mounted cable on sensor with IP68/NEMA 6P plugs	B
Do - 10 m (32.8 ft)	C
Do - 20 m (65.6 ft)	D
Do - 30 m (98.4 ft)	E
Advanced version integral on sensor	K
Advanced version remote, 5 m mounted cable on sensor with IP68/NEMA 6P plugs	L
Do - 10 m (32.8 ft)	M
Do - 20 m (65.6 ft)	N
Do - 30 m (98.4 ft)	P

Selection and Ordering data	Order No.
<b>SITRANS F M MAG 8000 water meter</b>	<b>7ME6810 -</b>
■■■■■ - ■■■■	
<b>Communication interface</b>	
No additional "add-on" communication module installed	A
Serial RS 485 with MODBUS RTU (Terminated as end device)	B
Serial RS 232 with MODBUS RTU	C
<b>Power supply</b>	
Internal battery (no battery included)	0
Internal battery pack installed <sup>2)</sup>	1
External battery with 1.5 m (4.9 ft) power cable with IP68/NEMA 6P plugs, no battery included	2
12/24 V AC/DC power supply with battery backup and 3 m (9.8 ft) power cable for external connection (no battery included)	3
115 ... 230 V AC power supply with battery backup and 3 m (9.8 ft) power cable for external connection (no battery included)	4
This device is shipped with a Quick Start guide and the SITRANS F manual CD containing the complete manual library. Printed Operating Instructions are available for purchase via PMD	
<sup>1)</sup> The Diameter DN 700 (28") to DN 1200 (48") is only available as remote transmitter type installation.	
<sup>2)</sup> Lithium batteries are subject to special transportation regulations according to United Nations "Regulation of Dangerous Goods, UN 3090 and UN 3091". Special transport documentation is required to observe these regulations. This may influence both transport time and costs.	

Selection and Ordering data	Order code
<i>Additional information</i>	
Please add "-Z" to Order No. and specify Order code(s) and plain text.	
<b>Flow unit</b>	
l/s	L00
MGD	L01
CFS	L02
l/min	L03
m <sup>3</sup> /min	L04
GPM	L05
CFM	L06
l/h	L07
m <sup>3</sup> /h	L08
GPH	L09
CFH	L10
GPS	L11
Ml/d	L12
m <sup>3</sup> /d	L13
GPD	L14
<b>Totalizer</b>	
Volume calculation (default totalizer 1= forward and totalizer 2 = reverse)	
Totalizer 1 = RV, reverse flow	L20
Totalizer 1 = NET, net flow	L22
Totalizer 2 = FW, forward flow	L30
Totalizer 2 = NET, net flow	L31

# SITRANS F flowmeters

## SITRANS F M

Battery-operated water meter  
MAG 8000/MAG 8000 CT

### Selection and Ordering data

Order code

#### Additional information

Please add "-Z" to Order No. and specify Order code(s) and plain text.

#### Volume unit

m <sup>3</sup>	L40
MI	L41
G	L42
AF	L43
I x 100	L44
m <sup>3</sup> x 100	L45
G x 100	L46
CF x 100	L47
MG	L48
G x 1000	L49
CF x 1000	L50
AI	L51
kl	L52

#### Pulse set up

(default pulse A = forward and pulse B = Alarm)

A function = RV, reverse flow	L62
A function = FWnet, forward net flow	L63
A function = RVnet, reverse net flow	L64
A function = Off	L65
Volume per pulse A = x 0.0001	L70
Volume per pulse A = x 0.001	L71
Volume per pulse A = x 0.01	L72
Volume per pulse A = x 0.1	L73
Volume per pulse A = x 1	L74
B function = FW, forward flow	L80
B function = RV, reverse flow	L81
B function = FWnet, forward net flow	L82
B function = RVnet, reverse net flow	L83
B function = Alarm	L84
B function = Call up	L85
Volume per pulse B = x 0.0001	L90
Volume per pulse B = x 0.001	L91
Volume per pulse B = x 0.01	L92
Volume per pulse B = x 0.1	L93
Volume per pulse B = x 1	L94

#### Data logger set up (default month logging)

DataloggerInterval = Daily	M31
DataloggerInterval = Weekly	M32

#### Factory mounted cables

5 m (16.4 ft) pulse cable A+B	M81
5 m (16.4 ft) communication cable RS 232/RS 485 terminated as end device	M82
20 m (65.6 ft) pulse cable A+B	M84
20 m (65.6 ft) communication cable RS 232/RS 485 terminated as end device	M85
Cello 2 channel, input cable 3 m (9.84 ft) with Brad Harrison micro-change 3 way connector	M87
Cello 2 channel, input cable 5 m (16.4 ft) with MIL-C-26482 spec. connectors	M89
SOFREL data logger cable 2 m with connector for SOFREL GSM module	M92

# SITRANS F flowmeters

## SITRANS F M

Battery-operated water meter  
MAG 8000/MAG 8000 CT

Selection and Ordering data	Order No.
<b>SITRANS F M</b>	
<b>MAG 8000 CT water meter with EPDM liner and Hastelloy electrodes</b>	7 ME 6 8 2 0 - ■■■ 0 ■ - ■■■■
<b>Diameter</b>	
DN 50 (2")	2 Y
DN 65 (2½")	3 F
DN 80 (3")/Q3 150 m <sup>3</sup> /h (m <sup>3</sup> ) without verification or DN 80 (3")/Q3 40 m <sup>3</sup> /h (m <sup>3</sup> ) with MI-001 verification	3 M
DN 100 (4")	3 T
DN 125 (5")	4 B
DN 150 (6")	4 H
DN 200 (8")	4 P
DN 250 (10")	4 V
DN 300 (12")	5 D
DN 350 (14")	5 K
DN 400 (16")	5 R
DN 450 (18")	5 Y
DN 500 (20")	6 F
DN 600 (24")	6 P
<b>Flange norm and pressure rating</b>	
<u>EN 1092-1</u> PN 16	C
<u>ANSI B16.5</u> Class 150	J
<u>AS4087</u> PN 16	N
<b>Approval/Verification</b>	
Without verification according to OIML R 49	0
MI-001 Q3/Q1 = 25	1
MI-001 Q3/Q1 = 63	2
MI-001 Q3/Q1 = 80	3
MI-001 Q3/Q1 = 160	4
MI-001 Q3/Q1 = 200	5
MI-001 Q3/Q1 = 250	6
Without verification according to OIML R 49 (Q3/Q1 = 100)	7
Without verification according to OIML R 49 (Q3/Q1 = 250)	8
<b>Region version</b>	
Europe (m <sup>3</sup> , m <sup>3</sup> /h, 50 Hz) <sup>1)</sup>	1
USA (m <sup>3</sup> , m <sup>3</sup> /h, 60 Hz)	2
<b>Transmitter type and Installation</b>	
Basic version integral on sensor	A
Basic version remote, 5 m (16.4 ft) mounted cable on sensor with IP68/NEMA 6P plugs	B
Do - 10 m (32.8 ft)	C
Do - 20 m (65.6 ft)	D
Do - 30 m (98.4 ft)	E
Advanced version integral on sensor	K
Advanced version remote, 5 m mounted cable on sensor with IP68/NEMA 6P plugs	L
Do - 10 m (32.8 ft)	M
Do - 20 m (65.6 ft)	N
Do - 30 m (98.4 ft)	P
<b>Communication interface</b>	
No additional "add-on" communication module installed	A
Serial RS 485 with MODBUS RTU (Terminated as end device)	B
Serial RS 232 with MODBUS RTU	C
Encoder interface for ITRON 200WP radio with "Sen- sus" protocol <sup>2)</sup>	D

Selection and Ordering data	Order No.
<b>SITRANS F M</b>	
<b>MAG 8000 CT water meter with EPDM liner and Hastelloy electrodes</b>	7 ME 6 8 2 0 - ■■■ 0 ■ - ■■■■
<b>Power supply</b>	
Internal battery (no battery included)	0
Internal battery pack installed <sup>2)</sup>	1
External battery with 1.5 m (4.9 ft) power cable with IP68/NEMA 6P plugs, no battery included	2
12/24 V AC/DC power supply with battery backup and 3 m (9.8 ft) power cable for external connection (no battery included)	3
115 ... 230 V AC power supply with battery backup and 3 m (9.8 ft) power cable for external connection. (no battery included)	4
This device is shipped with a Quick Start guide and the SITRANS F manual CD containing the complete manual library. Printed Operating Instructions are available for purchase via PMD.	
<sup>2)</sup> Lithium batteries are subject to special transportation regulations according to United Nations "Regulation of Dangerous Goods, UN 3090 and UN 3091". Special transport documentation is required to observe these regulations. This may influence both transport time and costs.	

# SITRANS F flowmeters

## SITRANS F M

Battery-operated water meter  
MAG 8000/MAG 8000 CT

### Selection and Ordering data Order code

#### Additional information

Please add "-Z" to Order No. and specify Order code(s) and plain text.

#### Totalizer

Volume calculation (default totalizer 1= forward and totalizer 2 = reverse)

Totalizer 1 = RV, reverse flow	L20
Totalizer 1 = NET, net flow	L22
Totalizer 2 = FW, forward flow	L30
Totalizer 2 = NET, net flow	L31

#### Pulse set up

(default pulse A= forward and pulse B = Alarm)

A function = RV, reverse flow	L62
A function = FWnet, forward net flow	L63
A function = RVnet, reverse net flow	L64
A function = Off	L65
Volume per pulse A = x 0.001	L71
Volume per pulse A = x 0.01	L72
Volume per pulse A = x 0.1	L73
Volume per pulse A = x 1	L74
B function = FW, forward flow	L80
B function = RV, reverse flow	L81
B function = FWnet, forward net flow	L82
B function = RVnet, reverse net flow	L83
B function = Alarm	L84
B function = Call up	L85
Volume per pulse B = x 0.001	L91
Volume per pulse B = x 0.01	L92
Volume per pulse B = x 0.1	L93
Volume per pulse B = x 1	L94

#### Data logger set up (default month logging)

DataloggerInterval = Daily	M31
DataloggerInterval = Weekly	M32

#### Factory mounted cables

5 m (16.4 ft) pulse cable A+B	M81
5 m (16.4 ft) communication cable RS 232/RS 485 terminated as end device	M82
20 m (65.6 ft) pulse cable A+B	M84
20 m (65.6 ft) communication cable RS 232/RS 485 terminated as end device	M85
Cello 2 channel, input cable 3 m (9.84 ft) with Brad Harrison micro-change 3 way connector	M87
Cello 2 channel, input cable 5 m (16.4 ft) with MIL-C-26482 spec. connectors	M89
5 ft. Encoder interface cable with connector for ITRON 200WP radio	M90
25 ft. Encoder interface cable with connector for ITRON 200WP radio	M91
SOFREL data logger cable 2 m with connector for SOFREL GSM module	M92

# SITRANS F flowmeters

## SITRANS F M

Battery-operated water meter  
MAG 8000/MAG 8000 CT

### Accessories

Description	Order No.	
PC Flow Tool on CD (Download for free from <a href="http://www.siemens.com/flow">www.siemens.com/flow</a> )	◆ FDK-087L6001	
IrDA infrared interface adapter with USB for data acquisition with 1.2 m (3.9 ft) cable	◆ FDK-087L4163	
Battery backup for mains power supply, one pc. D-cell (3.6 V, 16.5 Ah) Attention on note <sup>1)</sup>	◆ FDK-087L4201	
Internal battery pack, one set D-cell (3.6 V 33 Ah) and accessories for replacement Attention on note <sup>1)</sup>	◆ FDK-087L4150	
External battery pack IP68/NEMA 6P with connec- tor, four D-cell (3.6 V 66 Ah) Attention on note <sup>1)</sup>	◆ FDK-087L4151	
Mains power supply 12 ... 24 V AC/DC with bat- tery backup and 3 m (9.8 ft) power cable for external connection (no battery included)	FDK-087L4210	
Mains power supply 115 ... 230 V AC with battery backup up and 3 m (9.8 ft) power cable for external connection (no battery included)	◆ FDK-087L4211	
RS 232 add-on module, point to point communi- cation interface with MODBUS RTU protocol	FDK-087L4212	
RS485 add-on module, mul- tidrop communication inter- face with MODBUS RTU protocol	◆ FDK-087L4213	
Encoder interface module, with "Sensus" protocol for ITRON 200WP radio, only for use with 7ME6820 route	A5E02475650	
One cable entry 6 ... 8 mm (0.24 ... 0.31 ") M20 brass glands package (1 pc)	FDK-087L4196	
One cable entry 2 ... 5 mm (0.08 ... 0.20 ") M12 brass glands with M20 reduction. Package of 10 pcs	FDK-087L4154	

Description	Order No.	
One cable entry 6 ... 8 mm (0.24 ... 0.31 ") M20 brass glands package (10 pcs)	FDK-087L4155	
One cable entry 8 ... 11 mm (0.31 ... 0.43 ") M20 brass glands package (10 pcs)	FDK-087L4156	
One cable entry 11 ... 15 mm (0.43 ... 0.59 ") M20 brass glands package (10 pcs)	FDK-087L4157	
Two cable entries 3.5 ... 5 mm (0.14 ... 0.20 ") M20 brass glands package (10 pcs)	FDK-087L4158	
Two cable entries 5.5 ... 7.5 mm (0.22 ... 0.30 ") M20 brass glands package (10 pcs)	FDK-087L4159	
IP68/NEMA 6P potting kit	◆ FDK-085U0220	
MAG 8000 Hardware key to access protected param- eters	FDK-087L4165	
MAG 8000 demo - training unit pack operating on Alka- line batteries. Transmitter with Flow tool CD, IrDA inter- face adapter and hardware key (No dangerous goods limitations)	FDK-087L4080	
Alkaline battery for MAG 8000 demo transmit- ter (3 V 13 Ah) (No dangerous goods limita- tions)	FDK-087L4142	

◆ Short lead time (details in PMD)

<sup>1)</sup> Lithium batteries are subject to special transportation regulations according to United Nations "Regulation of Dangerous Goods, UN 3090 and UN 3091". Special transport documentation is required to observe these regulations. This may influence both transport time and costs.

# SITRANS F flowmeters

## SITRANS F M

### Battery-operated water meter MAG 8000/MAG 8000 CT

MAG 8000 has built in Hastelloy grounding electrodes, when installed in PVC or coated pipelines, grounding rings must be installed additionally.

Grounding rings, type C must be used for the 7ME6810 and 7ME6820 routes (sizes > DN 300) and for the 7ME6880 route (all sizes). Please see grounding rings in the section MAG 3100 Grounding rings and be aware that the mentioned MLFB codes include only 1 grounding ring. Grounding rings DN 25 to DN 300 in stainless steel are packed in pairs and sold as a "grounding ring kit".

Dimension	Order No.
DN 25	◆ A5E01002946 <sup>F)</sup>
DN 40	◆ A5E01002947 <sup>F)</sup>
DN 50	◆ A5E01002948 <sup>F)</sup>
DN 65	◆ A5E01002950 <sup>F)</sup>
DN 80	◆ A5E01002952 <sup>F)</sup>
DN 100	◆ A5E01002953 <sup>F)</sup>
DN 125	◆ A5E01002954 <sup>F)</sup>
DN 150	◆ A5E01002955
DN 200	◆ A5E01002957 <sup>F)</sup>
DN 250	◆ A5E01002958 <sup>F)</sup>
DN 300	◆ A5E01002962 <sup>F)</sup>



◆ Short lead time (details in PMD)

#### Spare parts

Description	Order No.
MAG 8000 (Basic version) transmitter compact replacement kit. System number specified by ordering. No battery included	FDK-087L4166
MAG 8000 (Basic version) transmitter remote replacement kit. System number specified by ordering. No battery included	FDK-087L4202
MAG 8000 (Advanced version) transmitter compact replacement kit. No battery included	FDK-087L4203
MAG 8000 (Advanced version) transmitter remote replacement kit. No battery included.	FDK-087L4204
MAG 8000 (Basic version) transmitter PCB replacement kit	A5E0117156 <sup>F)</sup>
MAG 8000 (Advanced version) transmitter PCB replacement kit	FDK-087L4168



Description	Order No.
Enclosure top including plastic lid, screws and blank product label	FDK-087L4167
Cable for external battery pack, 1.5 m (4.92 ft) with IP68/NEMA 6P connector	FDK-087L4152
5 ft. Encoder interface cable with IP68/NEMA 6P plugs included, for ITRON 200WP radio	A5E02551263
25 ft. Encoder interface cable with IP68/NEMA 6P plugs included, for ITRON 200WP radio	A5E02551182
Service tool kit package with various component for service and replacement.	FDK-087L4162



F) Subject to export regulations AL: 91999, ECCN: N.

## SITRANS F flowmeters

### SITRANS F M

Battery-operated water meter  
MAG 8000/MAG 8000 CT

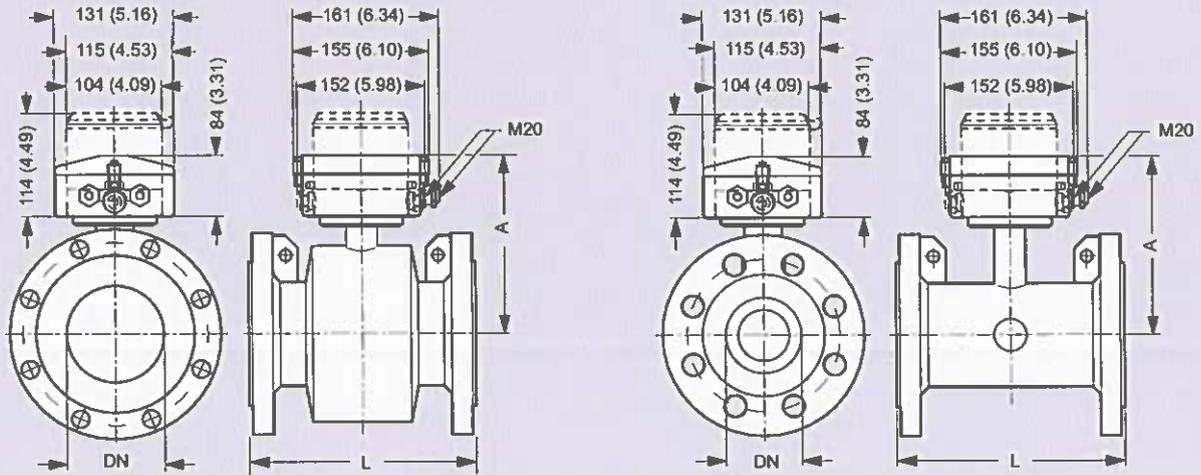
Description	Order No.	
Remote cable set 5 m (16.4 ft) with IP68/NEMA 6P plugs - PG 13.5	<b>FDK-087L4108</b>	
Remote cable set 5 m (16.4 ft) with IP68/NEMA 6P plugs - M20	<b>On request</b>	
Remote cable set 10 m (32.8 ft) with IP68/NEMA 6P plugs - PG 13.5	<b>FDK-087L4109</b>	
Remote cable set 10 m (32.8 ft) with IP68/NEMA 6P plugs - M20	<b>On request</b>	
Remote cable set 20 m (65.6 ft) with IP68/NEMA 6P plugs - PG 13.5	<b>FDK-087L4110</b>	
Remote cable set 20 m (65.6 ft) with IP68/NEMA 6P plugs - M20	<b>On request</b>	
Remote cable set 30 m (98.4 ft) with IP68/NEMA 6P plugs - PG 13.5	<b>FDK-087L4111</b>	
Remote cable set 30 m (98.4 ft) with IP68/NEMA 6P plugs - M20	<b>On request</b>	

# SITRANS F flowmeters

## SITRANS F M

Battery-operated water meter  
MAG 8000/MAG 8000 CT

### Dimensional drawings



DN 25 & 40 (1" & 1½") & DN 350 ... 1200 (14" ... 48")  
For EPDM liner DN 50 ... 300 (2" ... 12") (7ME6810 and 7ME6820)

DN 50 ... 300 (2" ... 12")  
For Ebonite liner (7ME6880 DN 25 ... 1200 (1" ... 48"))

Dimensions in mm (inch)

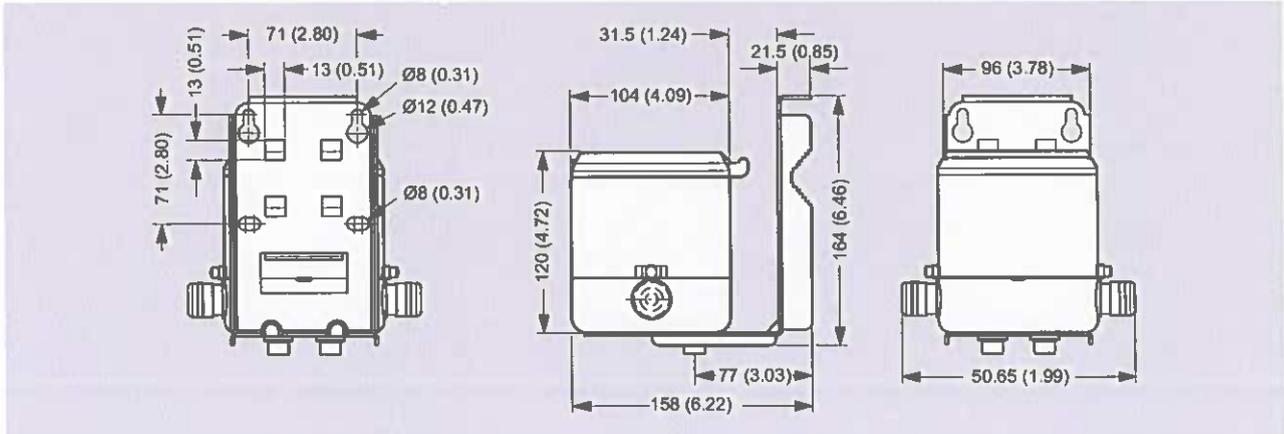
Nominal DN size	A	L, lengths						Weight <sup>1)</sup>	
		EPDM (7ME6810 and 7ME6820)	EN 1092-1 PN 10	EN 1092-1 PN 16/ PN 16 non PED	EN 1092-1 PN 40	ANSI 16.5 Class 150	AS 4087 PN 16	AWWA C-207 Class D	kg
mm (inch)	mm (inch)	mm	mm	mm	Inch	mm	mm		
25 (1)	194 (7.7)	-	-	200	7.9	200	-	6	13
40 (1½)	204 (8.1)	-	-	200	7.9	200	-	9	20
50 (2)	195 (7.7)	-	200	-	7.9	200	-	11	25
65 (2½)	201 (8)	-	200	-	7.9	200	-	13	29
80 (3)	207 (8.2)	-	200	-	7.9	200	-	15	34
100 (4)	214 (8.5)	-	250	-	9.8	250	-	17	38
125 (5)	224 (8.9)	-	250	-	9.8	250	-	22	50
150 (6)	239 (9.5)	-	300	-	11.8	300	-	28	63
200 (8)	264 (10.5)	350	350	-	13.8	350	-	50	113
250 (10)	291 (11.5)	450	450	-	17.7	450	-	71	160
300 (12)	317 (12.6)	500	500	-	19.7	500	-	88	198
350 (14)	369 (14.6)	550	550	-	21.7	550	-	127	279
400 (16)	394 (15.6)	600	600	-	23.6	600	-	145	318
450 (18)	425 (16.8)	600	600	-	23.6	600	-	175	384
500 (20)	450 (17.8)	600	600	-	26.8	600	-	225	494
600 (24)	501 (19.8)	600	600	-	32.3	600	-	340	747
700 (28)	544 (21.4)	700	875/700	-	N/A	N/A	700	316	694
750 (30)	571 (22.5)	N/A	N/A	-	N/A	N/A	750	N/A	N/A
800 (32)	606 (23.9)	800	1000/800	-	N/A	N/A	800	398	1045
900 (36)	653 (25.7)	900	1125/900	-	N/A	N/A	900	476	1045
1000 (40)	704 (27.7)	1000	1250/1000	-	N/A	N/A	1000	602	1322
1050 (42)	704 (27.7)	N/A	N/A	-	N/A	N/A	1050	N/A	N/A
1100 (44)	755 (29.7)	N/A	N/A	-	N/A	N/A	1100	N/A	N/A
1200 (48)	810 (31.9)	1200	1500/1200	-	N/A	N/A	1200	887	1996

<sup>1)</sup> For remote version the sensor weight is reduced with 2 kg (4.5 lb)

# SITRANS F flowmeters SITRANS F M

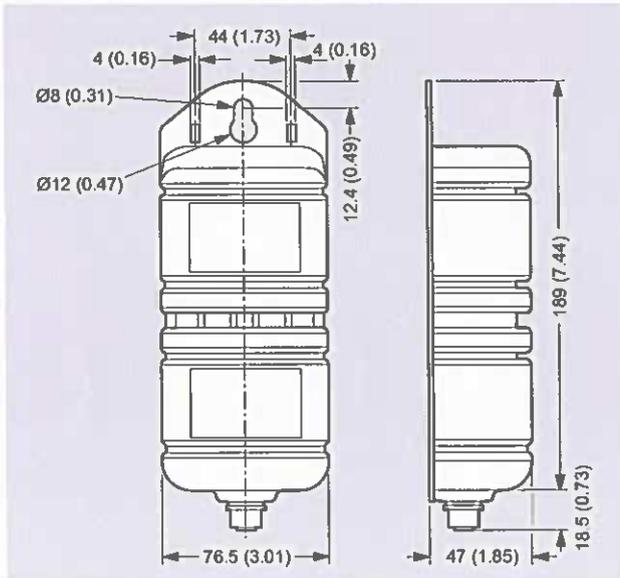
Battery-operated water meter  
MAG 8000/MAG 8000 CT

Remote version



Dimensions in mm (inch), weight 3.5 kg (8 lbs)

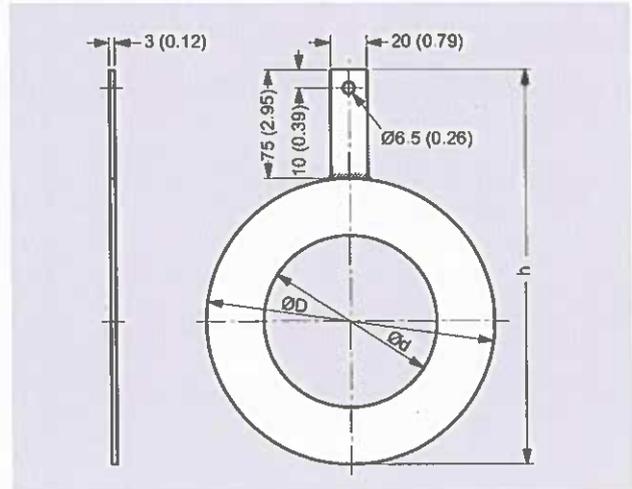
External battery pack



Dimensions in mm (inch), weight 2.0 kg (4.5 lbs)

Battery pack has to be mounted in upwards position to ensure maximum battery capacity.

Grounding rings



Dimensions in mm (inch) for grounding rings MAG 8000 with EPDM lining (7ME6810 and 7ME6820) DN 25 to DN 300

Dimension	Internal diameter (d)	Outside diameter (D)	h
DN 25	27	68	143
DN 40	38	88	163
DN 50	52	100	175
DN 65	64	120	195
DN 80	79	133	208
DN 100	95	158	233
DN 125	115	188	263
DN 150	145	216	336
DN 200	193	268	343
DN 250	246	324	399
DN 300	295	374	449

4

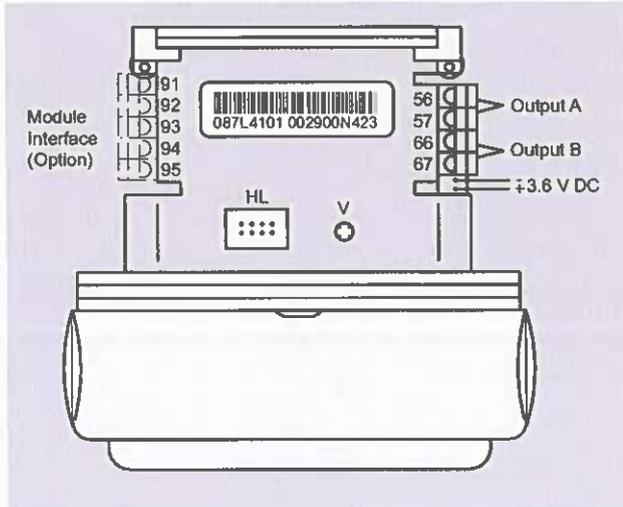
# SITRANS F flowmeters

## SITRANS F M

Battery-operated water meter  
MAG 8000/MAG 8000 CT

### Schematics

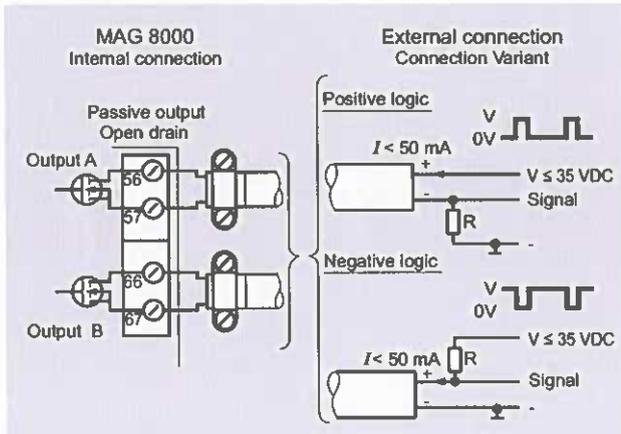
Electrical installation and pulse output – Connection diagram



4

HL = Hardware lock key connection  
V = Push button for verification mode

#### Pulse wire connection



The pulse output can be configured as volume, alarm or call-up. The output can be connected as positive or negative logic. R = pull up/down is selected in relation to the Vx power supply and with a max. current I of 50 mA.

Use shielded cable to avoid EMC problems. Make sure the shield is correctly mounted under the cable clamp (no pig tail).



## 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:** 11/13/2025

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

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### **Operations Overview**

The Commission's sales for October 2025 were a total of 2.24 billion gallons. This represents an average daily demand of 72.4 million gallons per day (MGD), which is lower than the October 2024 average day demand of 78.1 MGD. The maximum day demand was 90.7 MGD, which is higher than the October 2024 maximum day demand of 85.9 MGD. The minimum day flow was 60.2 MGD.

The recorded total precipitation for October 2025 was 2.53 inches compared to 1.15 inches for October 2024. The level of Lake Michigan for October 2025 is 578.00 (Feet International Great Lakes Datum (IGLD) 1985) compared to 578.97 (Feet IGLD 1985) for October 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 were rewound; re-installation is complete and testing is being scheduled.

Replacement of the DuPage Pumping Station Fire Alarm System Panels is 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. R-90-25 appears on the agenda seeking approval of the next Cone Valve refurbishment by A/C Service and Repair, Inc.

Resolution No. R-91-25 appears on the agenda seeking authorization to extend a contract for Heavy Machinery and Equipment Rigging, Transportation and installation Service with Mecon Industries Inc.

Resolution No. R-92-25 appears on the agenda to authorize the High-Lift Pump repair service for HLP No. 8 from Superior Industrial Equipment.

Resolution R-93-25 seeks approval of Task Order No. 09 with Burns and McDonnell Engineering Co., Inc. to complete High Lift Pump performance evaluations to obtain the current performance metrics for comparison against the original performance metrics from the initial installation and performance tests performed in 1991.

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.

#### **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, as is the Business Case Analysis. The Technical Advisory Team will be presenting on potential Governance Plans during the November 20<sup>th</sup> Board of Commissioners meeting. A status report for the month of November is attached.

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

Pipeline and Remote Facilities staff, based upon an engineer's recommendation stemming from the recent hydraulic model calibration, have been investigating the Commission's transmission and distribution system for possible air accumulation or partially closed valves.

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

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-77-25 appears on the agenda to approve and ratify Work Authorization Order No. 13.004 to Quick Response Contractor, Benchmark Construction Co., Inc. The work was necessary to repair a leaking 36-inch diameter steel water main located in the City of Oakbrook Terrace.

Resolution R-78-25 appears on the agenda to authorize the General Manager to procure underground utility surveying services at the DuPage Pump Station campus from Ground Penetrating Radar Systems, LLC.

Resolution R-86-25 appears on the agenda to approve Work Authorization Order No. 13.005 to Quick Response Contractor, John Neri Construction Co. Inc. The work is necessary to reconstruct and modify the existing vault structures located in the Village of Villa Park to move Commission facilities outside of the limits of proposed pavement improvements.

### **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 November and December.

Resolution R-88-25 appears on the agenda to request approval for the purchase of a reporting package and associated professional services from Waterly, Inc., to be used as the dedicated reporting system for the Commission SCADA system at a cost not to exceed \$100,287.50.

The annual Customer Meter Testing Program is ongoing and is approximately 73% 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 and is nearing completion after a recent meeting with the design team.

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.

R-99-25 appears on the agenda seeking authorization for the General Manager to execute a Master Services Agreement with GVW Engineers, Inc., for future discreet projects as assigned by Task Order and Board approval.

### **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 completed, with approval of the agreement on the Board Agenda for tonight.

Efforts related to easement acquisition also continue, with Ordinances O-14-25 and O-15-25 appearing on the agenda. These items include necessary property acquisition (easements) required in order to complete the construction of the WaterLink Pipeline.

A preconstruction meeting was recently held for the Book Road portion of the project, in addition to a meeting with the City of Naperville to discuss communication efforts. The Contractor has submitted a schedule which shows a tentative start of construction shortly after the Thanksgiving Holiday.

The next construction packages (sections “2A” and “2B”) were recently advertised for bid, with bids opened on October 31<sup>st</sup>. Three bids were received for each section, with Airy’s, Inc. having been identified as the lowest responsible bidder on each. Resolution R-94-25 seeks award of a contract for the construction of these two segments.

Following Sections 2A & 2B, the bid documents for Sections 2C, 3A and 3B were also recently advertised. A corresponding pre-bid event is scheduled for November 18<sup>th</sup> with three separate bid openings targeted for mid-December.

#### **Board Action Items**

- Resolution R-77-25:** A Resolution to Approve & Ratify Certain Work Authorization Orders Under Quick Response Contract QR-13/25 (**WAO 13.004-Benchmark Construction Co., Inc. - \$207,707**).
- Resolution R-78-25:** A Resolution Approving Underground Utilities Surveying at the DuPage Pumping Station (**Ground Penetrating Radar Systems, LLC – Not-To-Exceed \$25,000**).
- Resolution R-86-25:** A Resolution to Approve & Ratify Certain Work Authorization Orders Under Quick Response Contract QR-13/25 (**WAO 13.005-John Neri Construction Co., Inc. - \$205,800**).
- Resolution R-88-25:** A Resolution Approving and Authorizing the General Manager to Purchase a Reporting Package and the Associated Professional Services (**Waterly, Inc. – Not-to-Exceed \$100,287.50**)
- Resolution R-90-25:** A Resolution Authorizing the General Manager to Purchase Repair Services for a High-Lift Pump Control Valve from a Sole Source Provider (**A/C Service and Repair, Inc. – Estimated Expense of \$150,000**)
- Resolution R-91-25:** A Resolution Approving a Contract Extension for Heavy Machinery and Equipment Rigging, Transportation, and Installation Services (**Meccon Industries, Inc. – No Cost This Action**)
- Resolution R-92-25:** A Resolution Authorizing the General Manager to Purchase High Lift Pump Rehabilitation Services (**Superior Industrial Equipment – Estimated Expense Not-To-Exceed \$215,000**).

- Resolution R-93-25:** A Resolution Approving and Ratifying Certain Task Orders Under a Master Contract with Burns & McDonnell Engineering Co., Inc. **(Task Order No. 09 - Cost Not-To-Exceed \$120,500).**
- Resolution R-94-25:** Award of a Contract for the Construction of the West Transmission Main along the ComEd Corridor from Book Rd to Wolf's Crossing Rd (Contract TW-6/25 Sections 2A & 2B **(Airy's, Inc. – Combined Bid of \$22,723,829)**
- Resolution R-99-25:** A Resolution Approving and Authorizing the Execution of a Master Agreement with GVW Engineers, Inc., for Professional Consulting Services **(No Cost This Action)**

**Attachments**

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

DU PAGE WATER COMMISSION  
WATER SALES ANALYSIS

01-May-92 TO 31-Oct-25

PER DAY AVERAGE 77,819,226

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
Oct-25	2,235,209,000	2,282,050,781	97.95%	\$12,964,212.20	\$11,138,689.86	760,583	0.03%	97.98%	\$5.80	\$4.881
TOTALS (1)	952,273,861,798	979,546,907,372	97.22%	\$2,523,593,936.60	\$2,223,007,029.95	900,440,025	0.09%	97.31%	\$2.65	\$2.269

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

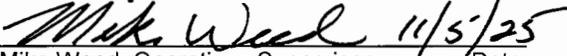
YTD

Oct-24	15,009,715,000	15,353,004,238	97.76%	83,754,210	71,692,670				\$5.58	\$4.670
Oct-25	14,910,416,000	15,294,848,529	97.49%	86,480,413	74,195,777				\$5.80	\$4.851
	(99,299,000)	(58,155,709)		\$2,726,203	\$2,503,107					
	-0.7%	-0.4%		3.3%	3.5%					
Month										
Oct-24	2,256,800,000	2,311,304,709	97.64%	12,592,944	10,846,953				\$5.58	\$4.693
Oct-25	2,235,209,000	2,282,050,781	97.95%	12,964,212	11,138,690				\$5.80	\$4.881
	(21,591,000)	(29,253,928)		\$371,268	\$291,737					
	-1.0%	-1.3%		2.9%	2.7%					
Oct>Sept	(239,222,000)	(260,484,376)		(1,387,488)	(1,271,424)					

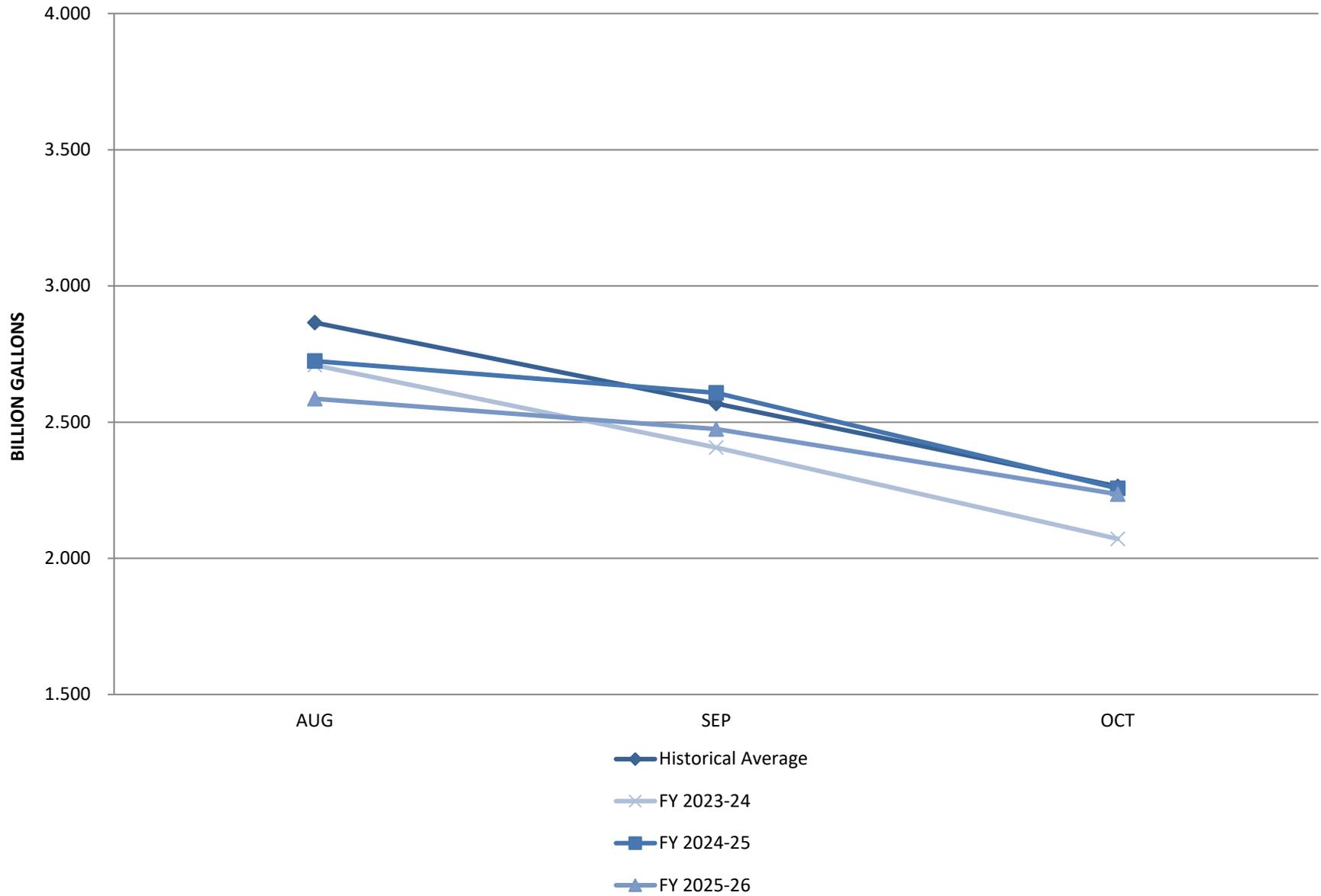
DUPAGE WATER COMMISSION  
PWS FACILITY ID# - IL435400  
MONTHLY OPERATIONS REPORT  
DUPAGE WATER COMMISSION LABORATORY BENCH SHEET RESULTS  
OCTOBER 2025

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	1.41	0.07	2.29	1.43	0.08	70	7.6	0.6	2.26	0	RC
2	1.31	0.07	2.15	1.31	0.08	70	7.6	0.6	2.19	0	RC
3	1.38	0.06	2.17	1.34	0.08	71	7.6	0.6	2.15	0	RC
4	1.34	0.06	2.16	1.37	0.07	71	7.6	0.6	2.18	0	RC
5	1.34	0.07	2.18	1.41	0.08	71	7.6	0.5	2.17	0	RC
6	1.33	0.07	2.27	1.36	0.08	70	7.6	0.6	2.21	0	RC
7	1.43	0.06	2.14	1.40	0.06	70	7.6	0.5	2.13	0	RC
8	1.35	0.05	2.12	1.15	0.08	70	7.6	0.5	2.19	0	KD
9	1.13	0.05	2.18	1.16	0.07	69	7.6	0.5	2.19	0	KD
10	1.24	0.05	2.19	1.20	0.07	69	7.5	0.5	2.20	0	KD
11	1.24	0.05	2.09	1.28	0.08	68	7.6	0.5	2.11	0	RC
12	1.33	0.07	2.16	1.36	0.09	68	7.6	0.6	2.15	0	RC
13	1.28	0.05	2.17	1.19	0.09	68	7.6	0.5	2.24	0	KD
14	1.29	0.06	2.20	1.16	0.09	68	7.5	0.6	2.16	0	KD
15	1.26	0.06	2.20	1.33	0.08	67	7.6	0.6	2.16	0	RC
16	1.27	0.06	2.16	1.35	0.09	67	7.6	0.6	2.14	0	RC
17	1.20	0.05	2.10	1.30	0.09	67	7.6	0.5	2.13	0	RC
18	1.25	0.06	2.02	1.35	0.09	67	7.6	0.6	2.14	0	RC
19	1.32	0.08	2.16	1.27	0.10	67	7.5	0.7	2.20	0	AM
20	1.31	0.06	2.08	1.42	0.08	68	7.6	0.6	2.14	0	RC
21	0.85	0.06	2.17	1.26	0.08	68	7.5	0.5	2.10	0	RC
22	1.40	0.07	2.23	1.19	0.09	67	7.5	0.5	2.28	0	AM
23	1.42	0.06	2.15	1.21	0.09	66	7.5	0.5	2.22	0	AM
24	1.36	0.08	2.20	1.18	0.10	66	7.5	0.5	2.29	0	AM
25	1.30	0.06	2.34	1.28	0.10	65	7.6	0.6	2.32	0	JS
26	1.28	0.06	2.30	1.30	0.09	65	7.6	0.7	2.40	0	JS
27	1.29	0.07	2.29	1.26	0.09	64	7.5	0.7	2.32	0	AM
28	1.25	0.09	2.26	1.20	0.10	64	7.5	0.7	2.29	0	AM
29	1.25	0.06	2.27	1.27	0.09	64	7.7	0.6	2.29	0	JS
30	1.23	0.06	2.28	1.26	0.10	65	7.6	0.7	2.33	0	JS
31	1.19	0.06	2.21	1.30	0.10	64	7.6	0.6	2.29	0	JS
AVG.	1.28	0.06	2.19	1.29	0.09	68	7.6	0.6	2.21	0	
MAX.	1.43	0.09	2.34	1.43	0.10	71	7.7	0.7	2.40	0	
MIN.	0.85	0.05	2.02	1.15	0.06	64	7.5	0.5	2.10	0	

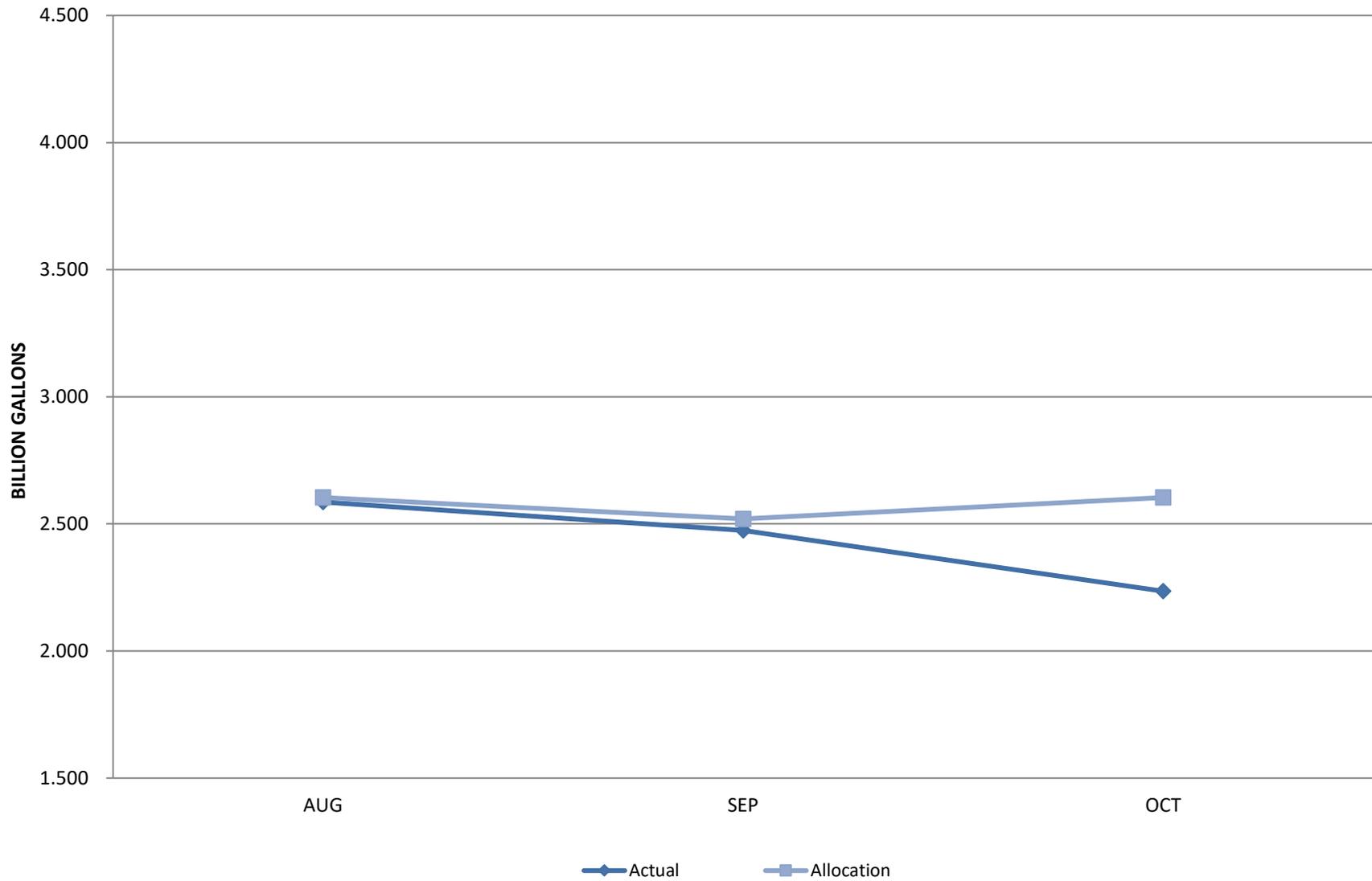
  
Ross C. Bostick, Manager of Water Operation  
Illinois ROINC # 194171377  
Date 11/3/25

  
Mike Weed, Operations Supervisor  
Illinois ROINC # 186860234  
Date 11/5/25

## 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:** November 10, 2025

**MEETING DATE:** November 20, 2025

### **I. Progress through November 10, 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 was completed in September. Another 30 structures were shot along Guilford Rd in October after decision to route water main there.
  - c) Received and processed 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 LIDAR instead.





## MONTHLY STATUS REPORT

7. Subsurface Utility Locates
    - a) SUE field activities completed.
  8. Scope of additional SUE for Fox River re-route TBD Utility Potholing Locates
    - a) Additional potholes completed on Naperville electrical duct bank along 75<sup>th</sup> Street for TW-6 S1.
    - b) Over 440 potholes completed. Work along ComEd corridors 100% complete.
  9. Scope of additional potholing for Fox River re-route TBD Geotechnical
    - a) Total of 192 borings (96%) completed to date in Phase 2 through October.
    - b) Additional geotechnical borings remain 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) Revised plan and profile drawings for ComEd final engineering and environmental review have been submitted.
      - 1) Comments received from ComEd on final plan set. Resubmittal to address minor comments in progress.
    - b) Wetlands reports subsequently submitted to ComEd environmental reviewer.
    - c) Reviews completed by Capacity Planning, Vegetation, and Economic Development w/ no comments.
    - d) Review comments from Transmission group have been addressed. Drawings addressing additional comments provided on 8/7/25.





## 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. 245 of 245 Titles Received (100%)
2. Easement legal descriptions & exhibits
  - a) 188 total prepared to date
  - b) 69 Appraisal Packages and 58 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)

1. Bids received on 7/1/25.
  - a) Value engineering redesign to remove/shorten tunnels and remove 48-inch valves on existing pipe has concluded.
2. IEPA construction permit received 2/28/2025.
  - a) Subsequent sampling plan approved to amend the requirement for sampling every 1,200 feet.
3. Permit applications with USACE, IDNR, DuPage County Stormwater & DOT, City of Naperville, and Naperville Township submitted.
  - a) Permits received from USACE, Will County Stormwater, DuPage County DOT and Stormwater, and two Soil & Water Conservation Districts.
  - b) City of Naperville permit pending final coordination items.
4. Issued for Construction Documents provided to Contractor 9/25/25.
5. Pre-construction meeting held 11/4/25.





## MONTHLY STATUS REPORT

### F. Contract TW-6 Section 2A & 2B

1. Project advertised for bids 9/26/25.
2. Pre-bid meeting held 10/9/25.
3. Bid received 10/31/25.
4. Review of bids in progress.
5. Permit applications/reviews
  - a) Ongoing coordination with Naperville Park District regarding construction in Frontier Park.
  - b) 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) 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.
  - d) USACE
    - 1) USACE provided No Permit Required (NPR) letter on 11/7/25.
  - e) US Fish and Wildlife
    - 1) 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.

### G. Contract TW-6 Section 2C, 3A & 3B

1. Project advertised for bids 11/7/25.
2. Pre-bid meeting scheduled for 11/18/25.
3. DWC review comments received and revisions are complete.
4. Permit applications / design submittals are being prepared for various agencies, including IDOT, railroads, and local municipalities.
  - a) Plan review submittals made to four gas pipeline companies (west of 95<sup>th</sup> & Wolf's Crossing).
    - 1) Received confirmation of receipt, comments, and/or questions from all four.





## MONTHLY STATUS REPORT

- b) Permit submittal to CN Railroad has been submitted and received.
  - 1) CN license agreement approved and received.
- c) City of Aurora and Wheatland Township submittals made and review in progress.
- d) 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.
- e) 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.
- f) US Fish and Wildlife
  - 1) 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.

### H. Contract TW-6 Section 3C (Fox River Realignment)

- 1. Final alignment pending completion of field work, utility data collection, and geotechnical work.
- 2. Additional wetlands delineation and environmental surveys are required, including updates to various environmental reports.
- 3. Permit applications / design submittals are being prepared for various agencies, including IDOT and railroads.
  - a) Permit application to BNSF Railroad has been submitted.
    - 1) BNSF Railroad returned comments and resubmittal has been made on 6/2/25.
  - b) 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 and final railroad crossing location.
  - c) Construction permit received from IEPA.
    - 1) A supplemental IEPA construction permit application will need to be made based on the realignment of this section.





## MONTHLY STATUS REPORT

- d) US Fish and Wildlife
    - 1) 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.
  - e) Ongoing coordination with Naperville Park District regarding construction in Frontier Park.
- I. Contract FW-1 Section 1 & 2
- 1. 90% Submittal Drawings submitted to DWC 12/13/24. Comments received 10/23/25
  - 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 attorney – request made from developer engineer for final language 11/11/25.
    - 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.
  - 3. 90% DWC comments being addressed. Need final resolution of additional BOVs.
  - 4. Targeting IFB date week of Dec 1; advertisement Dec 5 or 12
- J. Contract FW-1 Section 3
- 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.
- K. Contract FW-1 Section 4
- 1. Water transmission main plan and profile design ongoing.
  - 2. 90% Submittal Drawings submitted to DWC 12/13/24.





## MONTHLY STATUS REPORT

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.

### L. Contract MS-22 Meter Stations

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
- B. Phase 1 Rollover Funds: \$492,687
  1. Fee Expended through October 31, 2025:
    - a) Total: \$18,784,707 (91.9%)
      - 1) Basic Services: \$12,280,418 (60.1%)
      - 2) Additional Services: \$6,504,289 (31.8%)





## MONTHLY STATUS REPORT

### **IV. Completed Workshops, Meetings and Visits (October -November)**

- A. ComEd Comment Review and Technical Discussion Meetings – Various
- B. Schedule Update Meetings with Burns & McDonnell – Various
- C. TW-6/25 Section 1 Coordination Meeting with Benchmark/D. Construction – October 6, 2025
- D. Oswegoland Park District Coordination Meeting – October 8, 2025
- E. TW-6/25 Section 2A & 2B Pre-Bid Meeting – October 9, 2025
- F. USACE Fox River Crossing Coordination Meeting – October 10, 2025
- G. Oswego Township Coordination Meeting – October 14, 2025
- H. Monthly Progress Meeting – October 16, 2025
- I. TW-6/25 Section 2A & 2B Bid Opening – October 31, 2025
- J. TW-6/25 Section 1 Pre-Construction Meeting – November 4, 2025
- K. TW-6/25 Section 2C, 3A & 3B Advertisement for Bids – November 7, 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 – TW-6/25 Section 3C (Fox River Realignment)
- F. TW-6/25 Section 2C, 3A & 3B Pre-Bid Meeting – November 18, 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  
November 2025**

Description	Activity through April 26, 2024	Activity through May 31, 2024	Activity through June 30, 2024	Activity through July 31, 2024	Activity through August 31, 2024	Activity through September 30, 2024	Activity through October 31, 2024	Activity through November 30, 2024	Activity through December 31, 2024	Activity through January 31, 2025	Activity through February 28, 2025	Activity through March 31, 2025	Activity through April 30, 2025	Activity through May 31, 2025	Activity through June 30, 2025	Activity through July 31, 2025	Activity through August 31, 2025	Activity through September 30, 2025	Activity through October 31, 2025	Planned	Planned	Planned	Planned	
	May 2024	June 2024	July 2024	August 2024	September 2024	October 2024	November 2024	December 2024	January 2025	February 2025	March 2025	April 2025	May 2025	June 2025	July 2025	August 2025	September 2025	October 2025	November 2025	December 2025	January 2026	February 2026	March 2026	
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	\$ 186,383	\$ 200,746	\$ 12,958	\$ 12,958	\$ 12,958	
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	\$ 234,542	\$ 233,112	\$ 233,112	\$ 233,112	\$ 233,112	
<b>MONTHLY SUBTOTAL</b>	<b>\$ 1,171,748</b>	<b>\$ 2,003,050</b>	<b>\$ 1,567,307</b>	<b>\$ 1,572,842</b>	<b>\$ 1,589,025</b>	<b>\$ 1,057,802</b>	<b>\$ 1,149,047</b>	<b>\$ 1,555,626</b>	<b>\$ 1,467,271</b>	<b>\$ 1,028,396</b>	<b>\$ 582,878</b>	<b>\$ 703,899</b>	<b>\$ 561,785</b>	<b>\$ 512,657</b>	<b>\$ 490,166</b>	<b>\$ 446,826</b>	<b>\$ 451,428</b>	<b>\$ 452,196</b>	<b>\$ 420,925</b>	<b>\$ 433,858</b>	<b>\$ 246,070</b>	<b>\$ 246,070</b>	<b>\$ 246,070</b>	
<b>SUBTOTAL</b>	<b>\$6,314,947</b>				<b>\$5,351,501</b>				<b>\$8,290,495</b>															
<b>IGA ESCROW DEPOSITS</b>	<b>\$7,764,000</b>				<b>\$5,532,000</b>				<b>\$6,660,942</b>															
<b>TOTAL PHASE II CONTRACT</b>																			<b>\$</b>		<b>19,956,942</b>			





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## Progress Report

**Date:** November 03, 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:** October progress

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### 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 October consisted of:

- Weekly status meetings with DWC General Manager and NSMJAWA Executive Director
- Prepared and presented an update to the DWC Board Meeting
- Prepared and presented progress to the NSMJAWA Executive Committee
- Prepared and presented stakeholder interview results
- Refined the Master Plan Chapters
  - Business Case – sent for first round of comments
  - Communications – prepared outline
  - Risk Chapter – review complete
  - Program Manager Approach – 70%



- 
- Contract Approach – 70%
  - Program Procurement – no action
  - Reviewed Seaworks marine survey report
  - Prepared visual aids

## Forecast

In November, the Technical Advisory Team will

- focus on advancing the drafts of each Chapter, working them the review and quality control process
- prepare and deliver presentations to the NSMJAWA EC, NSMJAWA Board and the DuPage Water Commission Board
- advance the stakeholder interviews



**Resolution #:** R-77-25

**Account:** 01-60-663100

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

**D.P. RCB CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 11/13/2025

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

**Agenda Section:** Engineering & Construction

**Originating Department:** Pipeline & Remote Facilities

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The Commission entered into certain agreements dated June 30, 2025, with John Neri Construction Co. Inc., Rossi Contractors Inc., and Benchmark Construction Co., Inc. for Quick Response construction work, as needed, through the issuance of Work Authorization Orders (Contract QR-13/25) and ending on June 30, 2027. Resolution No. R-77-25 would approve the following Work Authorization Orders under the Quick Response Contracts.

### **Work Authorization Order No. 13.004 to Benchmark Construction Co, Inc.**

The work authorization was issued, and work began, prior to Board approval and was necessary to repair a leaking 36" diameter steel water main located in the City of Oakbrook Terrace. Excavation revealed the deformation of the pipe's wall with visible bulging and dents most likely caused by excessive force at the time of installation, resulting in the disintegration of pipe's protective coating, which consequently resulted in accelerated corrosion and the subsequent leak.

Since Benchmark Construction Co., Inc. was able to mobilize immediately upon request for repair work, Work Authorization Order No. 13.004 was issued to Benchmark Construction Co., Inc.

Resolution R-77-25 ratifies approval of Work Authorization Order No. 13.004 to Benchmark Construction Co., Inc. for the work as described in Exhibit 1 to this resolution, at the cost of \$207,707. Work included traffic control, removal and replacement of concrete and asphalt pavement, dewatering, removal, replacement, disinfection, and recommissioning of sections of damaged 36" steel pipeline.

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### **Recommended Motion:**

To adopt Resolution No. R-77-25.

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**RESOLUTION NO. R-77-25**

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

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

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

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

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

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

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

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

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

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

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

\_\_\_\_\_  
James F. Zay, Chairman

ATTEST:

\_\_\_\_\_  
Danna Mundall, Clerk

Board/Resolutions/2025/R-77-25.docx

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EXHIBIT 1

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QR-13/25 Work Authorization Order No 13.004  
Benchmark Construction Co., Inc. Invoice No. 252002

**WORK AUTHORIZATION ORDER**

**SHEET 1 OF 2**

**CONTRACT QR-13/25: QUICK RESPONSE CONTRACT**

**WORK AUTHORIZATION ORDER NO.: QR-13.004**

**LOCATION:**

Summit Avenue in the Village of Villa Park.

**CONTRACTOR:**

Benchmark Construction Co., Inc.

**DESCRIPTION OF WORK:**

Provide and maintain traffic and pedestrian controls; dewater isolated section of main; excavate, locate, and repair the source of a leak on a Commission 36" diameter steel water main; backfill the excavation with suitable materials; disinfect the isolated section of water main, restore all disturbed areas to the satisfaction of the permitting highway authority, and all other work as necessary or as directed by the Commission.

**REASON FOR WORK:**

To repair a leak in a 36" diameter steel water main.

**MINIMUM RESPONSE TIME:**

N/A

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

TBD

**THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER**

IS  IS NOT PRIORITY WORK

**SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:**

N/A

**SUBMITTALS REQUESTED:**

N/A

**SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:**

N/A

**DUPAGE WATER COMMISSION**

By:   
Signature of Authorized Representative

DATE: 9-15-25

**CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:**

By:   
Signature of Authorized Representative

Safety Rep:   
Name and 24-Hr Phone No.

DATE: 9-15-25



# Benchmark Construction Co., Inc.

*General Construction / Construction Management / Engineering Services*

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

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

October 27, 2025

Dariusz Panaszek, P.E.  
Pipeline Supervising Engineer  
DuPage Water Commission  
600 E. Butterfield Road  
Elmhurst, Illinois 60126-4642

RE: QR 13/25 WAO 4

Dear Mr. Panaszek,

Benchmark Construction is submitting an invoice for \$200,707.00 for the work we performed at Summit Avenue in Villa Park

Attached is our invoice and backup information for the above-described work. Please let me know if you need any additional information or backup.

Sincerely,

Corey Hamblen

Contract Manager

# Benchmark Construction Co., Inc.

General Construction / Construction Management / Engineering Services

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

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

To: DuPage Water Commission  
600 E. Butterfield Rd.  
Elmhurst, IL 60126

Location: Summit Ave. Villa Park  
Dates of Work: 9/10/2025 thru 9/19/25

Invoice #: 252002  
Date: 9/20/2025

Description of Work: Repair 36" Watermain leak.

LABOR	ST Hours	1-1/2 T Hours	2 T Hours	Rate	Insurance Amount	Payroll Amount
Operator, Class I Jay Eager	8.00	1.50		70.70	671.65	724.68
Operator, Class I Jose Guerrero Jr		24.50	4.50	66.00	1,914.00	3,019.50
Operator, Class I Roger Umgelder Jr	32.00	4.50		63.00	2,299.50	2,441.25
Operator, Class I Pasquale Latrofa	24.00	1.50		63.00	1,606.50	1,653.75
Foreman, Marty Koppen	64.00	11.00	8.00	65.49	5,435.67	6,319.79
Laborer, Tony Vargas	40.00	1.00		57.40	2,353.40	2,382.10
Laborer, Erik Bosque	16.00	5.00	4.00	51.40	1,285.00	1,619.10
Laborer, Ignacio Maravilla		8.00	13.50	52.90	1,137.35	2,063.10
Laborer, Hector Hernandez	8.00			52.90	423.20	423.20
Laborer, Emilio Rendon	24.00	7.50	2.50	51.40	1,747.60	2,068.85
Laborer, Diego Rubio		1.00	6.00	51.40	359.80	693.90
				51.40	0.00	0.00
Driver, Matt Reed	16.00	4.00		47.70	954.00	1,049.40
Subtotal, Labor	232.00	69.50	38.50		20,187.67	24,458.61
Operators Union Benefits		100.50	hrs @	52.83		5,309.42
Drivers Union Benefits		20.00	hrs @	30.27		605.40
Laborers Union Benefits		219.50	hrs @	37.28		8,182.96
						0.00
Subtotal, Benefits		340.00				14,097.78
Subtotal, Labor Plus 30% Markup Subtotal, Labor						38,556.39 11,566.92
						50,123.30
<b>TOTAL LABOR</b>						<b>\$50,123.30</b>

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

Benchmark Construction Co., Inc.

(continued)

Location: Summit Ave. Villa Park  
 Dates of Work: 9/10/2025 thru 9/19/25

Invoice #: 252002  
 Date: 9/20/2025

EQUIPMENT	Hours	Rate	Amount
Trench Box- Rental	1.00	3,062.32	3,062.32
Ford F450 Service Truck	97.00	52.05	5,048.85
Komatsu 238	94.50	96.17	9,088.07
8x20 Road Plates (Qty 7 daily rate)	7.00	400.00	2,800.00
Bobcat Skidsteer	81.00	82.24	6,661.44
Lowboy Truck & Trailer	20.00	98.89	1,977.80
Roller- O'Leary's	1.00	2,090.00	2,090.00
Lights- O'Leary's	1.00	450.00	450.00
Fuel Cube Rental-Feece	1.00	250.00	250.00
G25 Generator	96.00	3.28	314.88
Ford Van	8.00	28.55	228.40
Walk behind Saw	8.00	62.15	497.20
Subtotal Equipment			32,468.96
10% Mark up on equipment			\$3,246.90
<b>TOTAL EQUIPMENT</b>			<b>35,715.85</b>

MATERIAL	Qty.	U of M	Price	Amount
Vulcan Materials- Aggregate	1	LS	1,456.12	1,456.12
Ozinga- Concrete	1	LS	426.50	426.50
Allied Asphalt-Material	1	LS	3,839.05	3,839.05
Beverly Materials- CA6	59.9	TN	10.50	628.95
McCann- Fiber Exp Joints	1	LS	31.20	31.20
Subtotal Material			6,381.82	
10% Mark up on material purchased			638.18	
<b>TOTAL MATERIAL</b>			<b>7,020.00</b>	

SUBCONTRACTORS	Qty.	U of M	Price	Amount
Advanced Welding	1	INV	36,504.50	36,504.50
Chlorinating LTD	1	INV	15,840.00	15,840.00
Smith Maintenance	1	INV	2,004.00	2,004.00
L&B Trucking	112.5	HR	110.00	12,375.00
Beverly Materials-HTH Dumps	9	EA	205.00	1,845.00
Beverly Materials- Dumps	5	EA	95.00	475.00
HighStar/Superior Striping	1	LS	4,750.00	4,750.00
TAT Enterprises, Inc	1	LS	24,250.00	24,250.00
Subtotal Subs.			98,043.50	
10% Mark up on Subs.			9,804.35	
<b>TOTAL SUBCONTRACTOR</b>			<b>107,847.85</b>	

**TOTAL AMOUNT DUE** **\$200,707.00**

Please remit to: 2260 Southwind Blvd., Bartlett, IL 60103



**Resolution #:** R-78-25

**Account:** 01-60-628000

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

**D.P. RCB CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 11/13/2025

**Description:** **A Resolution Approving Underground Utilities Surveying at a Cost Not to Exceed \$25,000.**

**Agenda Section:** Engineering & Construction

**Originating Department:** Pipeline & Remote Facilities

The DuPage Water Commission is seeking proposals to locate, identify, mark, and deliver collected data on all existing utilities on the DuPage Pump Station campus, including the use of Ground Penetrating Radar.

The purpose of this work is to identify all DWC owned and operated utilities in order to establish documentation and data points inclusive of the various site modifications made to the campus in one central data file, which will augment existing record drawings. This data will guide future projects including, but not limited to, corrosion mitigation efforts of the Commission's yard piping.

In accordance with Commission Purchasing Procedures, staff solicited several proposals from Underground Utilities Locating service providers; two proposals were received and are listed below:

Company	Estimated Cost
Ground Penetrating Radar Systems, LLC	\$21,350.00
Mason Private Locating, LLC	\$23,300.00

Staff recommend approval to procure the services of Ground Penetrating Radar Systems, LLC to perform the utility locating survey of the Commission' campus in the amount not to exceed cost of \$25,000 to cover any additional time spent on locating assets that may be difficult to identify.

**Recommended Motion:**

To approve R-78-25.

DuPAGE WATER COMMISSION

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**RESOLUTION NO. R-78-25**

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A RESOLUTION APPROVING PURCHASING UNDERGROUND UTILITIES LOCATING SURVEYING SERVICES FROM GROUND PENETRATING RADAR SYSTEMS, LLC

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 Underground Utilities Locating Surveying Services; and

WHEREAS, the Commission desires to identify, mark, and establish engineering grade data on all existing utilities on the DuPage Pump Station campus; and

WHEREAS, based upon representations made by staff, the Board of Commissioners of the DuPage Water Commission has determined that the proposal of Ground Penetrating Radar Systems, LLC 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 Underground Utilities Locating survey from Ground Penetrating Radar Systems, LLC, for the price set forth in Its Proposal, but not to exceed \$25,000 to cover any additional time spent in identifying Commission assets.

**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-78-25docx

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EXHIBIT 1

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Ground Penetrating Radar Systems, LLC Proposal #218483

# PROPOSAL

# DUPAGE WATER COMMISSION



IN PURSUIT OF **100%** SUBSURFACE DAMAGE PREVENTION



UTILITY LOCATING



CONCRETE IMAGING



3D LASER SCANNING



VIDEO PIPE INSPECTION



MAPPING & MODELING



LEAK DETECTION

GPRS Intelligently Visualizes The Built World® above and below ground for customers who need accurate, efficient damage prevention, existing condition as-built documentation, or project & facility management tools. Our elite nationwide team of Project Managers are experts in locating buried infrastructure, reality capture, and mapping – delivered via SiteMap®, our digital visualization software platform, **with a 99.8% accuracy rate in utility locating and concrete imaging** – thanks to our industry-leading Subsurface Investigation Methodology (SIM).

**INTELLIGENTLY  
VISUALIZING**  
THE BUILT WORLD®

July 21, 2025

**Client:** DUPAGE WATER COMMISSION

**Project Address:** 600 East Butterfield Road Elmhurst, IL 60126

**Quote Number:** GPRSQUOTE-218483

**GPRS Opportunity Name/Number:** Elmhurst / DuPage Water Commission  
423130

**Submitted By:**

Dan Busch

**To schedule, please email:**

illinoisinfo@gprsinc.com

GPRS appreciates the opportunity to provide this proposal. We encourage you to visit our website ([www.gprsinc.com](http://www.gprsinc.com)) and contact any of the numerous references listed. Our insurance certificate and W-9 can also be downloaded [here](#). Please feel free to contact us if you have any questions or need additional information. Visit [here](#) for an overview of our industry-leading best practices.

## SCOPE OF WORK

**Underground Utility:** We understand the scope of work on this project is to search for underground utilities in the areas defined by the client which total up to 15 acres highlighted in red below. We will attempt to trace any utilities for which structures are visible from the work area. Utilities will be marked on the surface using paint, pin flags, or other appropriate means. The client will be responsible for providing drawings or notifying GPRS of any utilities entering the work area for which there are no apparent surface features or structures visible from the work area. To avoid additional charges, the areas should be laid out, marked, and cleared of obstructions before our arrival.

For this project, this process includes tracing all locatable, known utilities from structures such as manholes and valves using EM locators or GPR. Then unknown utilities will be located using passive EM sweeps in two different modes and by collecting GPR scans placed strategically throughout the entire scope. Finally, our robotic crawler cameras will be using in any storm and sewer lines that are accessible that could not be located with EM or GPR. All of these findings will be marked on the surface and then mapped using a GNSS receiver and delivered via our SiteMap platform. Please visit [www.simspec.org](http://www.simspec.org) for an overview of our industry-leading best practices that will be applied to this project.

- GPRS is not responsible for housekeeping. Any debris, equipment, or other obstructions in the area at the time of scanning could potentially block out needed data.
- A thorough utility search can only be completed if GPRS is given access to all utility structures, interior and exterior. This service is never a replacement for the use of the state One Call system (811).
- All of our technicians have OSHA-10 safety training or greater. Site-specific safety training is not included in this quote. Please notify us if this project requires additional safety training.
- Access to all manholes, or inlets must be easily accessed with standard manhole hook or hand tools. Excessive standby time, inefficient access (no access to manholes or mainlines) or additional scope leading to additional time on site may lead to additional fees. If any manholes need to be accessed by the operator, all safety and precautionary equipment must be in place to do so, GPRS will not provide such equipment (GPRS does suspect the need to access any structures). Should there be an obstruction/hazard within a pipe segment, GPRS will completely remove the crawler from one end and attempt to crawl from the opposite end of the pipe. Should there be an obstruction/hazard preventing GPRS from completing an inspection of the entirety of that segment then GPRS will still bill for the entire length of that pipe segment.

## EQUIPMENT

- **Underground Scanning GPR Antenna.** This GPR Antenna uses frequencies ranging from 250 MHz to 450 MHz and is mounted in a stroller frame that rolls over the surface. Data is displayed on a screen and marked in the field in real-time. The surface needs to be reasonably smooth and unobstructed to obtain readable scans. Obstructions such as curbs, landscaping, and vegetation will limit the efficacy of GPR. The total effective scan depth can be as much as 8' or more with this antenna but can vary widely depending on the soil conditions and composition. Some soil types, such as clay, may limit maximum depths to 3' or less. As depth increases, targets must be larger to be detected, and non-metallic targets can be challenging to locate. The depths provided should always be treated as estimates as their accuracy can be affected by multiple factors. For more information, please visit: [Link](#)
- **Electromagnetic Pipe Locator.** This receiver can passively detect the signals from live AC power or radio signals traveling along some conductive utilities. Operators can connect a transmitter directly to accessible metallic pipes, risers, or tracer wires to generate a current at a specific frequency. The receiver can then detect the resulting signal along the pipe or tracer wire. Various factors may impact this device's effectiveness, including (but not limited to) access to the utility, conductivity, grounding, and interference from other utilities. The depths provided should always be treated as estimates as their accuracy can be affected by multiple factors. For more information, please visit: [Link](#)

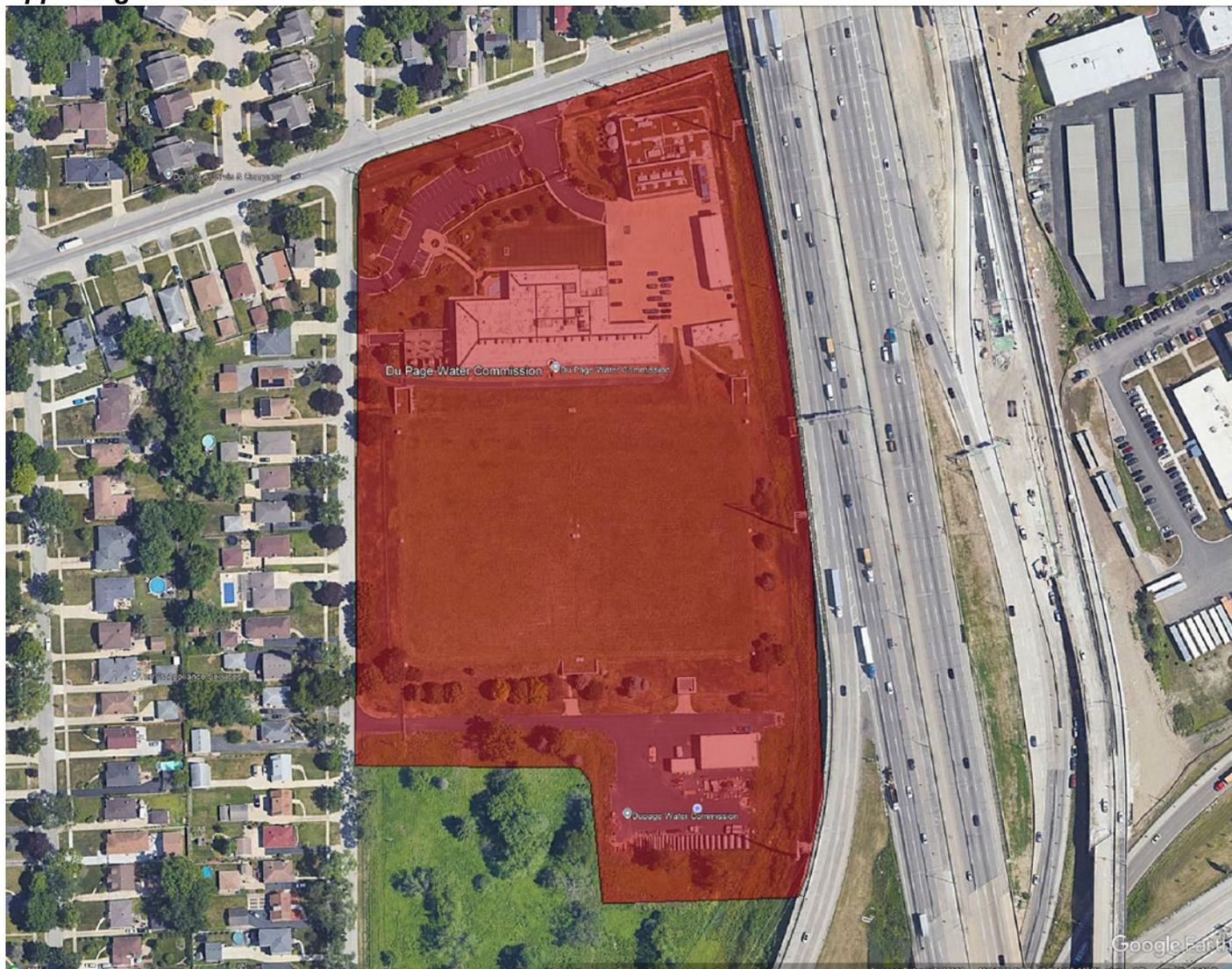
- **Traceable Rodder.** The rodder consists of a copper wire encased in fiberglass. This device is pushed through a pipe with direct access, such as a sewer line at a cleanout or a storm drain catch basin. Operators then induce a current on the wire and trace the signal from the surface. The maximum traceable depth is 10' depending on the soil conditions, and the maximum distance is 200'. Inserting the rodder into deeper pipes within manholes may not be feasible depending on site conditions. GPRS will not access electrical conduits. The signal is not detectable through metallic pipes. For more information, please visit: [Link](#)
- **GPS.** This handheld unit offers accuracy down to 4 inches; however, the accuracy achieved will depend on the satellite environment at the time of collection and is not considered survey-grade. Features can be collected as points, lines, or areas and then exported as a KML/KMZ or overlaid on a CAD drawing. For more information, please visit: [Link](#)
- **Video Pipe Camera (2"-8" pipes).** This push camera is designed for video pipe inspection and pipe locating. It has a 1"-2" diameter, self-leveling camera head that provides high-quality images in pipes with a diameter between 2"-8". Behind the camera is a 512 Hz sonde that can be located from above ground to provide the approximate depth of the pipe up to 10' deep. The locatable signal from the sonde will not pass through solid metal barriers or metal pipes other than cast iron. Access through a structure such as a cleanout, drain, etc., or an open pipe within arm's reach is required for inspection service and locating. An operator can push the camera through the pipe to a maximum of 325' depending on the model used. If the project requires entry into confined spaces to gain access to the subject piping, GPRS will need the client to coordinate all confined space entry and obtain any required permits. Video and photos of the interior of pipes can be provided, along with inspection reports. The client must request inspection reports before fieldwork begins. For more information, please visit: [Link](#)
- **Robotic Crawler Camera.** This modular, 6-wheel robotic video pipe inspection camera (crawler) is capable of 0° turns and equipped with varying wheel treads and sizes to adapt to most pipe applications. The crawler is typically used to inspect and locate pipes that are 8" in diameter and greater. The crawler is controlled by an operator at the surface using a remote control that allows for video to be viewed live during collection so observations can be made and noted as the crawler travels through the pipe. This camera is equipped with a 512 Hz sonde behind the camera head that can be located from above ground and provide the approximate depth to the pipe for pipes up to 10' deep. The locatable signal from the sonde does not pass through metal pipes or solid metal barriers except for cast-iron. Access through a structure such as a manhole, catch basin, etc. or an open pipe within arm's reach is required for inspection service and locating. When inserted, the camera can be directed through the pipe to a maximum of 1000'. For large diameter pipe applications (24" and above) the crawler can be coupled with the carriage that allows for larger and more rugged wheels to be attached and a lift that raises the camera head up to 18" allowing for the camera to be centered in the pipe for lines up to 36" in diameter. If the project requires entry into confined spaces to gain access to the subject piping, this would need to be coordinated by the client and a permit obtained if required. Video and photos of the interior of pipes can be provided along with inspection reports. Inspection reports are available upon request prior to execution of field work. For more information, please visit: [Link](#)
- **Lateral Launch Crawler Camera.** The VPI Lateral Launch Crawler Camera can inspect sewer lines with a diameter of 6" or more. It can traverse up to 500' into the main line. This device uses a push rod to launch up to 100' into lateral pipes 4" or greater in diameter. The camera's head can pan and tilt 360 degrees to inspect the walls of mains and laterals. Extensions can be attached to the crawler to launch the push rod into larger laterals. If we cannot insert a camera into a lateral, we will mark the location at the main. To obtain optimal results, GPRS must travel upstream in the main, and we recommend that the client cleans the lines before we arrive on site. Operating in cleaned pipes increases our potential to make it through the entire line and reduces the possibility of additional charges incurred due to increased time on site or remobilizations. If debris on the lens prevents the camera from collecting video, GPRS' labor rates will still be applied. Removing the camera to clean the lens after a launch attempt will lead to increased charges due to the extra time needed and may require a change order to be issued. The client must provide safe access to confined spaces such as manholes. GPRS can provide video and photos of the pipe's interior along with NASSCO-certified annotations of all pipe features; however, GPRS cannot make judgments regarding the integrity of the pipes. For more information, please visit: [Link](#)
- **Sonde.** The sonde can be used in conjunction with the robotic crawler camera or connected to the end of the traceable rodder and pushed through an accessible pipe. GPRS will use a sonde transmitting a signal at 512Hz, 33KHz, or 8KHz depending on the conditions of your project. The sonde signal can pass through cast-iron or non-metallic pipes and be detected at depths of up to 10'-15' depending on the conditions. The signal can then be located from the surface using the EM pipe locator. For more information, please visit [Link](#)

## SITEMAP® PROJECT LICENSE

SiteMap® is a GIS platform designed to visualize all outdoor utility locates on a site. The data from each engagement is added to the system automatically. SiteMap® stores geolocated facility documents created by GPRS and enables users to visualize, print, share, and export data to use in other software tools. Named SiteMap® users receive access to all new GPRS data within a defined boundary along with dedicated customer support resources.



**Supporting Documentation**



### PROJECT COSTS

SERVICE	DESCRIPTION
FIELD SERVICES	Described on Page 2
JOB SUMMARY REPORT	PDF including a brief description of equipment used, findings, limitations, and site photos sent at the conclusion of every job.
SITEMAP® PROJECT ACCESS	One-year access for up to four (4) standard users and one (1) administrative user. All data within the geofenced project area will be visible to the named users. After the agreement is signed and returned, the client shall provide a list of user and admin names and email addresses so users can be added to the SiteMap system. For more information, please visit: <a href="#">Link</a>
<b>TOTAL + tax if applicable</b>	Tax will only be added to the SiteMap® portion of the total. <b>\$21,350.00 +tax</b>
OPTIONAL SERVICES (INITIAL IF DESIRED)	
CAD DRAWING	Findings will be drafted as linework in CAD and overlaid with satellite imagery, drone imagery, client drawings, or laser scan data as applicable. Results are not survey-grade accuracy. See example: <a href="#">Link</a>
	Initial ____ \$2500

### GENERAL TERMS & CONDITIONS

This proposal is subject to the General Terms and Conditions for Services of Ground Penetrating Radar Systems, LLC posted at [Link](#) (the “Terms and Conditions”) and the Authorized User License Agreement for SiteMap® Accounts at [Link](#) and is hereby incorporated by reference into and made a part of this proposal. Customer acknowledges it has read and agrees to be bound by such Terms and Conditions. In the event of any conflict between the terms of this proposal and the Terms and Conditions, the Terms and Conditions will prevail.

- Customer agrees to meet and perform all requirements described in this document and has fully read and understands all items listed within this document.
- It is the customer’s responsibility to prepare the site for scanning, including clearly identifying areas to be scanned, securing access to all areas required for scanning, removing and keeping these areas clear and free of obstructions. Delays caused by customer’s failure to do so may result in an increased price.
- GPRS does not conduct an investigation, analysis, or interpretation of soil composition, soil/concrete conditions, or geophysical, geological, engineering, or land surveying information. The customer acknowledges understanding that we are merely reporting retrieved data and that we do NOT provide geophysical, geological, engineering, or land surveying services. Customer should contact a professional in those fields if such services are needed. Data collected during may only be suitable for use within the scope of this proposal.
- If any work to be performed is within a road or street, unless specifically included by GPRS within this proposal, it is the customer’s responsibility to provide adequate traffic control to allow GPRS’ personnel to safely and efficiently work in the road/street.
- Time-on-site in excess of 8-hours will be billed at overtime rates.
- This price assumes that we will be given access to perform the work during normal, weekday business hours. Work performed outside of 6am-5pm Monday-Friday will be billed at overtime rates.
- These rates assume that there are certified payroll and/or prevailing wage requirements for this work. If GPRS receives notice that these conditions change, the project costs will be modified accordingly and a change order may be required.
- If this proposal is not accepted within 90 days of July 21, 2025, then the pricing may be subject to review.
- If for some reason the technician arrives on site and the work is cancelled there will be a charge of \$500 per requested technician.
- If your project is in WV, SD, NM, or HI: State sales tax is not included in the total on this proposal, but will be included on the invoice.
- Payment Terms are Net 30; or as specified if a current Master Service Agreement is in place.

### ACCEPTED AND AGREED

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Company Phone/Email: \_\_\_\_\_ PO #: \_\_\_\_\_ Job #: \_\_\_\_\_



**Resolution #:** R-86-25

**Account:** 01-60-663100

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

**D.P. RCB CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 11/13/2025

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

**Agenda Section:** Engineering & Construction

**Originating Department:** Pipeline & Remote Facilities

The Commission entered into certain agreements dated June 30, 2025, with John Neri Construction Co. Inc., Rossi Contractors Inc., and Benchmark Construction Co., Inc. for Quick Response construction work, as needed, through the issuance of Work Authorization Orders (Contract QR-13/25) and ending on June 30, 2027. Resolution No. R-86-25 would approve the following Work Authorization Orders under the Quick Response Contracts.

### **Work Authorization Order No. 13.005 to John Neri Construction Co, Inc.**

DWC Staff have been advised by the Village of Villa Park that Ardmore Avenue from Saint Charles Road to Madison Street is scheduled for total reconstruction in 2026. Staff have performed a review of DWC distribution system in the limits of Ardmore Avenue planned reconstruction and therefore recommend reconstruction of the existing vault structure, modifying blow off valve, installation of additional valve and vault, and the installation of approximately 60 feet of 8-inch DIP water main to move these facilities outside of the limits of the proposed pavement.

Staff solicited cost estimates for this work from all QR-13/25 contractors, and the results are listed below:

Company	Estimated Cost
John Neri Construction Co., Inc.	\$205,800.00
Rossi Contractors, Inc.	\$315,189.00
Benchmark Construction Co., Inc.	\$328,278.19

Resolution R-86-25 would approve Work Authorization Order No. 005 to John Neri Construction Co., Inc. for the work as described in Exhibit 1 to this resolution, at a total estimated cost of this work is expected to be \$227,000, which includes the estimated cost of construction as well as a 10% contingency to account only for field changes as deemed necessary by Commission staff.

### **Recommended Motion:**

To adopt Resolution No. R-86-25.

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**RESOLUTION NO. R-86-25**

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

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

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

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

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

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

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

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

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

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

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

\_\_\_\_\_  
James F. Zay, Chairman

ATTEST:

\_\_\_\_\_  
Danna Mundall, Clerk

Board/Resolutions/2025/R-86-25.docx

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EXHIBIT 1

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QR-13/25 Work Authorization Order No 13.005

John Neri Construction Co., Inc. Proposal dated October 22, 2025

**WORK AUTHORIZATION ORDER**

**SHEET 1 OF 2**

**CONTRACT QR-13/25: QUICK RESPONSE CONTRACT**

**WORK AUTHORIZATION ORDER NO.: QR-13.005**

**LOCATION:**

Ardmore Avenue in the Village of Villa Park.

**CONTRACTOR:**

John Neri Construction Co., Inc.

**DESCRIPTION OF WORK:**

Provide and maintain traffic and pedestrian controls; dewater isolated section of main; excavate, locate, and modify connection on a Commission 36" diameter PCCP water main; install 80 feet of 8-inch DIP water main; backfill the excavation with suitable materials; disinfect the isolated section of water main, restore all disturbed areas to the satisfaction of the permitting highway authority, and all other work as necessary or as directed by the Commission.

**REASON FOR WORK:**

To modify connection on 36" diameter PCCP water main.

**MINIMUM RESPONSE TIME:**

N/A

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

Specified in attached Drawings and Specifications.

**THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER**

IS  IS NOT PRIORITY WORK

**SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:**

N/A

**SUBMITTALS REQUESTED:**

N/A

**SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:**

Attached

**DUPAGE WATER COMMISSION**

By: \_\_\_\_\_  
Signature of Authorized  
Representative

DATE: \_\_\_\_\_

**CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:**

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

DATE: \_\_\_\_\_



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

October 22, 2025

**JOB NAME:** Villa Park Redundancy Project MS-198

**Owner:** DPWC

**Bid Date:** 10/20/2025 **Time:** 3:00 P.M.

No.	Description	Units	Quantity	Unit Price	Amount
1	Excavate existing 8" blow off on located on Ardmore Avenue between Great Western Trail (GWT) and Kenilworth Avenue.	EACH	1	\$ 36,000.00	\$ 36,000.00
2	Remove 8-inch Blow-off pipe and Tee.	EACH	1	\$ 2,500.00	\$ 2,500.00
3	Install new 48-inch dia. precast valve basin (existing 8-inch valve should be enclosed in new basin).	EACH	1	\$ 24,600.00	\$ 24,600.00
4	Attached a new 8" x 8" tee downstream of the existing 8" gate valve. Install a new 8" gate valve with a 90-degree bend at the tee outlet, in 72" dia. Vault. W/NF R-1775-F2 frame & cover & valve box. (All flanged piping)	EACH	1	\$ 37,500.00	\$ 37,500.00
5	8" D.I.P. Cl. 52 (RESTRAINED JOINTS)	L.F.	70	\$ 260.00	\$ 18,200.00
6	Install new 60-inch dia. precast valve basin, W/8" gate valve, & ¾" tap on each side.	EACH	1	\$ 12,500.00	\$ 12,500.00
7	Trench Backfill	C.Y.	200	\$ 85.00	\$ 17,000.00
8	P.C.C. sidewalk remove & replace	Sq. Ft.	150	\$ 36.00	\$ 5,400.00
9	P.C.C. curb & gutter remove & replace	L. F.	40	\$ 90.00	\$ 3,600.00
10	Pavement restoration (10" HMA)	Sq. Yd.	40	\$ 185.00	\$ 7,400.00
11	CCDD testing	L.S.	1	\$ 2,500.00	\$ 2,500.00
12	Excavation certification	L.S.	1	\$ 5,400.00	\$ 5,400.00
13	Valve stem guide (2@ 20' ea. 1 @ 12')	EACH	3	\$ 3,600.00	\$ 10,800.00
14	Permits	EACH	1	\$ 1,500.00	\$ 1,500.00
15	Traffic Control & Protection	L.S.	1	\$ 11,800.00	\$ 11,800.00
16	Roadway striping.	L.S.	1	\$ 2,500.00	\$ 2,500.00
17	Layout	L.S.	1	\$ 2,400.00	\$ 2,400.00
18	Pre-Construction Video	L.S.	1	\$ 1,800.00	\$ 1,800.00
19	Install test station	L.S.	1	\$ 2,500.00	\$ 2,500.00
20	Install zinc anodes	L.S.	1	\$ 900.00	\$ 900.00

**TOTAL**

**\$ 206,800.00**



**JOHN NERI CONSTRUCTION CO., INC.**

*Sewer & Water Contractors*

770 Factory Road \*Addison, IL 60101

Tel: 630 629-8384\* Fax: 630 629-7001

[www.johnnericonstruction.com](http://www.johnnericonstruction.com)

October 20, 2025

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

Re: Villa Park MS-19B Redundancy Project  
Water Main Connection

Dear Mr. Panaszek;

We, the JOHN NERI CONSTRUCTION CO. propose to provide labor, material, and equipment to complete the Villa Park MS-19B Redundancy Project at an estimated cost of **\$205,800.00**.

Sincerely,

Nicholas Neri, President

**JOHN NERI CONSTRUCTION CO., INC.**



**JOHN NERI CONSTRUCTION CO., INC.**

*Sewer & Water Contractors*

770 Factory Road \*Addison, IL 60101

Tel: 630 629-8384\* Fax: 630 629-7001

[www.johnnericonstruction.com](http://www.johnnericonstruction.com)

October 21, 2025

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

Re: Villa Park MS-19B Redundancy Project  
Water Main Connection

Dear Mr. Panaszek;

We anticipate the work to take approximately 10-12 working days, 5-7 days for excavation work, 4-5 days for restoration work. Majority of the work will be done with our own forces. Traffic control and roadway striping would be done by sub-contractors. Should additional subs be needed it would be determined at that time.

Sincerely,

Nicholas Neri, President

**JOHN NERI CONSTRUCTION CO., INC.**



**Resolution #:** R-88-25

**Account:** 01-60-771700

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

**DC RCB CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 11/13/2025

**Description:** **A Resolution Approving and Authorizing the General Manager to Purchase a Reporting Package and the Associated Professional Services from Waterly at a Cost Not-to-Exceed \$100,287.50**

**Agenda Section:** Engineering & Construction

**Originating Department:** Systems & Information Technology

As part of the SCADA Replacement Project PSD-9/21, various reporting packages were considered for implementation alongside the new FactoryTalk SCADA system. The desired function of a reporting package is to securely connect to the Commission SCADA and AMR system and allow for standard, custom, and auto-generated reporting through the platform. Reporting packages were considered and reviewed during the SCADA Replacement Project design and integration phases, focusing on functionality and capabilities.

Commission staff approached Waterly, Inc. a water and wastewater reporting platform aimed at providing an optimized and simplified reporting solution. Commission staff met with Waterly for further information regarding the system, its capabilities, connectivity, security, and pricing. Following several presentations and Q/A's, a demonstration was prepared and trialed by Commission staff members. The standard and custom reporting functionality, auto generation of regulatory reports (IEPA and air quality reporting), ease of access, secure SCADA and AMR system connections, and additional features of the system satisfy the capabilities and functionality desired. The expense for the reporting system is budgeted in the Capital Improvement Project Budget, and the proposal for the reporting system for a three-year period that includes the core service package, the module to connect SCADA and AMR data, and a one-time onboarding cost that comes out to \$80,287.50. The proposal also includes a line item for professional service credit hours, to be used for custom development outside the original scope and onboarding, at a not-to-exceed amount of \$20,000. The proposal total comes out to a cost not-to-exceed \$100,287.50 from Waterly, Inc.

Commission staff request authorization to purchase the software subscription and utilize the professional services of Waterly for the implementation and commissioning of the Waterly reporting solution.

**Recommended Motion:** To approve Resolution No. R-88-25

DUPAGE WATER COMMISSION

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**RESOLUTION NO. R-88-25**

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A RESOLUTION AUTHORIZING THE GENERAL MANAGER  
TO PURCHASE A REPORTING PACKAGE AND THE ASSOCIATED PROFESSIONAL SERVICES  
FROM WATERLY, INC.

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

WHEREAS, the DuPage Water Commission received a price quotation from Waterly, Inc. dated November 5, 2025, in the amount of \$100,287.50 for the purchase and commissioning of the Waterly reporting system requested by Commission staff; and

WHEREAS, the Board of Commissioners of the DuPage Water Commission believes it is in the best interest of the Commission to accept the price quotation offered by the Sole Source provider, Waterly, to purchase and commission a reporting system requested by Commission staff;

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

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

SECTION TWO: The price quotation of Waterly, Inc dated as of November 5, 2025, for the purchase and commissioning of a reporting system requested by Commission staff shall be and hereby is approved and accepted by the Board of Commissioners of the DuPage Water Commission in the amount of \$100,287.50, necessary to effect the purchase of said software is hereby approved without further act.

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

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

ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025.

\_\_\_\_\_  
James F. Zay, Chairman

ATTEST:

\_\_\_\_\_  
Danna Mundall, Clerk

Board/Resolutions/2025/R-88-25.docx

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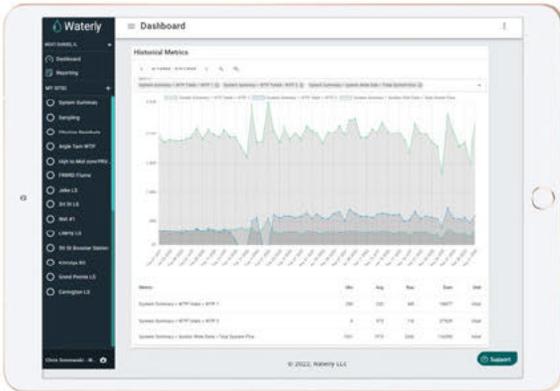
EXHIBIT 1

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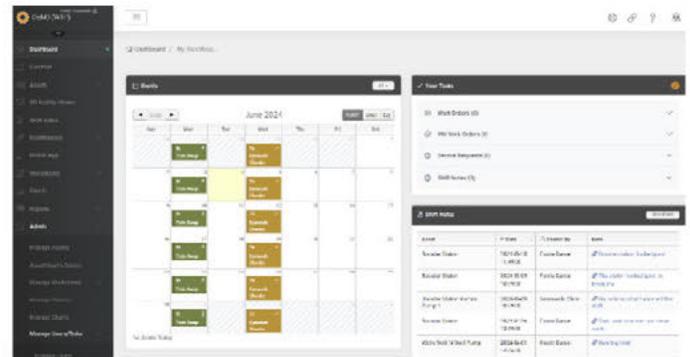
# Waterly

A smarter way to manage water data and assets.



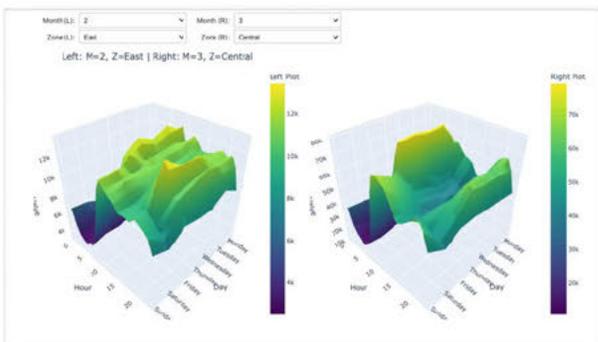

## Rounds

Let's Burn the Clipboards




## Assets

Level Up from Binders




## Analytics

Time to Ditch the Spreadsheets



## Samples

Missed Samples are Violations



Services Agreement prepared for: DuPage Water Commission  
 Delivered on: November 05, 2025 (3 Year Prepay Option)  
 Submitted by: Chris Sosnowski

## SCOPE OF WORK

Waterly's solutions are the only *truly* affordable cloud-based software solutions built specifically for the unique needs of water and wastewater needs. We simply cut out the fluff and focus on the high value features. Just simple and reliable software designed to **stay out of the way and just make your life easier**. We're on a mission to assist Operators, Supervisors, Owners, Facilities, and Engineers as you shift into the crazy world of managing your data digitally. We are a relational database that "speaks lab, SCADA, IIoT, and...most importantly...operator," in that **we recognize the irreplaceable value of a human being and seek to make them superheroes of productivity** while also leveraging the value of SCADA, IoT, and other smart instruments. Waterly provides a smarter way to manage water data. We do this by providing you the following scope and benefits:

See the following pages for the products & services you will be receiving.

See below for what you are leaving behind and what you are embracing. :-)



## Waterly Rounds

- **Simplified Regulatory reporting:** Create monthly operating and discharge monitoring reports with ONE CLICK. We compile the report automatically. Make yourself and your regulators happy.
- **Single source of truth:** Utilize an always visible, single source for your data. No more pouring through dozens and dozens (hundreds?) of spreadsheets to compile and then analyze data. Make informed decisions with a live dataset that you own.
- **Manage water-related water business goals:** Easily compare total water produced to total water billed. See what your max and minimums are for your fiscal year in <10 seconds. Save massive amounts of time during inspections.
- **Defensible & Cybersecure Data:** Waterly's Audit Log and optional single sign-on helps organizations and regulators see who did what, when, and where, helping operators to shine as good stewards of information. Data is encrypted in transit, encrypted at rest, and is nearly continuously backed up in a Microsoft Azure data center with a US-based location diverse warm spare. You'll sleep better with all that smarts.
- **Data accuracy:** Eliminate paper and clipboards forever, as well as double data entry. Identify potential issues in the field instead of waiting to enter data later with normal operating ranges and email-based notification of issues.
- **Simple Dashboard and trending:** Summary flow, chemical, and permitted parameter trends make it easy to see details on flow rate and total flow over various time periods.
- **Feed data from your PLCs or SCADA automatically:** Waterly supports most PLC and Internet-based metering and chemical systems. No more copying and pasting from SCADA into your reports.
- **Comply** with laboratory-required Lower Limits of Detection (LLOD) in data capture or reports.
- **Administrative and Organizational tools** are available to group facilities and assign group permissions for your staff.
- **Single Sign-On (SSO):** If you select, we will provide a secure and streamlined login solution, simplifying user administration and user experience. Organizations can choose to enable multi-factor authentication (MFA/2FA) for added security. Our SSO offering currently requires that all users source from the same identity provider. For more details, see [this SSO FAQ document](#).

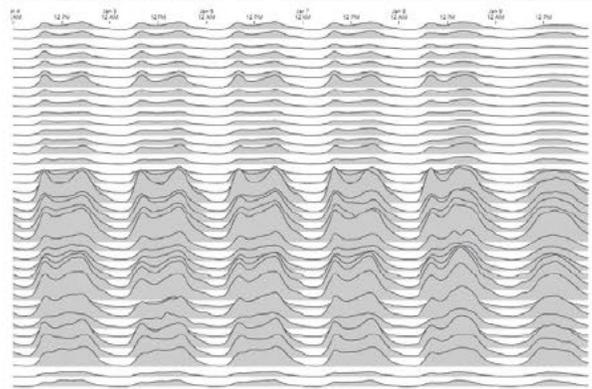
Let's make the clipboard a relic together



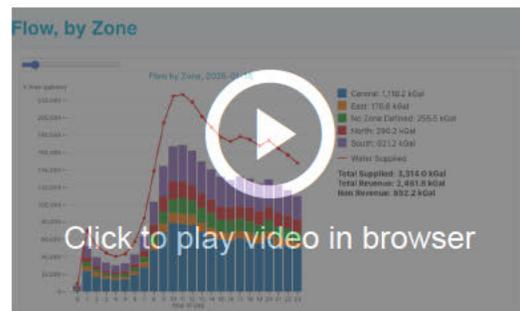
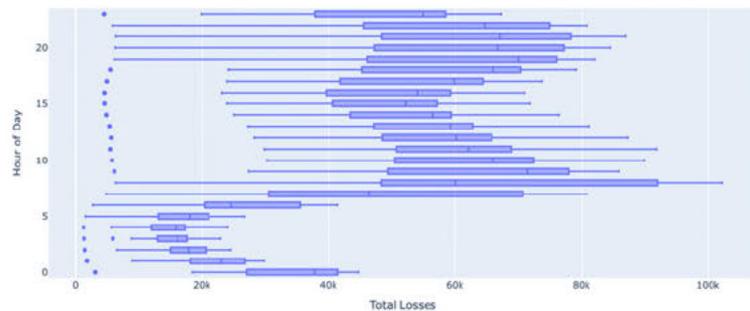


Waterly Analytics builds upon the Rounds and Assets products, offering a comprehensive set of tools and premium professional data services tailored to meet the needs of some sophisticated owner/operators, contract operations, or utilities. Fees vary depending on the following services selected. Following are the details associated with the product offering:

- Required Analytics Base License:** A “base license” is optional and can be added at any time and is required to enable all Analytics except for Consulting & Custom Software Development. See the fee table below for details.
- Optional Waterly Data Synchronization:** Waterly Rounds and Assets data can be optionally synchronized, both data structure and data points (daily data entries) with various enterprise systems like MS SQL, AQS, MySQL, etc. Various synchronization services offer customers with internal systems to integrate, display, or use Waterly data in a disconnected manner, while receiving new data each day.
- Optional Analytics Reporting.** This combination product/professional service will satisfy many “custom dashboard” as well as complex analytical and predictive reporting needs with robust analytics and dynamic visualizations.
- By leveraging flexible data visualization and a customizable analytical framework, Waterly delivers a data science level analytics experience that surpasses the capabilities of traditional business intelligence software. Enterprise Reporting offerings require a professional retainer of custom analytical report programming hours each year.
- Optional Custom Consulting & Software Development.** Custom software development services are offered to Enterprise Services customers who would like to integrate Waterly’s applications or platform data to other existing or future solutions like supply chain management, enterprise resource planning, purchasing, safety, training, or other Application Programming Interfaces (APIs) customers are interested in. Waterly also offers professional custom training videos to help large customers with training, adoption, and overall application usage. These services require separate scoping and are typically time and materials based.



Total Losses by Hour of Day



## FUTURE PROOF WITH WATERCLICK PARTNERS

Expand your utility's water data capabilities integrations with *WaterClick*® vetted partners. Waterly takes care of your assets, rounds, reports and regulatory issues. WaterClick partners can help with power, tank levels, lab data, analysis, cyber security, GIS and mapping, and SCADA connectivity. All our partners are vetted to be compatible, provide direct customer support to Waterly customers, and are easy to implement and affordable. We are continually working on vetting new potential partners so you will be able to do as much with your data as you might want. See the power of your AMI, SCADA, weather, or other data in Waterly (click the image to see how WaterClick data works in Waterly).



Click the above image or scan the QR Code to the Right for demo of WaterClick Partner data in Waterly

## TERMS AND CONDITIONS

The following documents are incorporated by reference to this Services Agreement and can be viewed by clicking the text below:

[1.0 Standard Terms and Conditions](#) (directs to our website)

[2.0 Description of Services](#) (directs to our website)

[3.0 Support Policy](#) (directs to our website)

## PRICING

Waterly and our products are delivered as a service. You pay annually and we take care of the details so you can focus on treating water. There's nothing to install on your computer and no IT expertise required; all you need is an Internet connection. Waterly's products are typically priced according to system size. See the table below for details on how we are pricing your usage. Note items that are OPTIONAL require that you click the box next to them and indicate quantity. You can expect to receive your first invoice within a month of signing your contract.

**PRICING GOOD THROUGH 12/31/2025**

Description	Price	Qty	Subtotal
<b>Waterly Rounds - Up to 70 MGD of Daily Average Flow</b> Includes all DuPage WC facilities in PWSID IL0435400	\$31,000	3	\$93,000 \$59,287.50 PREPAY Purchased Surface Water (%) -36.25
<b>WaterClick - SCADA Connect Plus</b> Up to 2,000 SCADA tags sent once per 10 minutes Up to 500 AMI meter tags hourly through Badger API Up to 100 additional tags, as-needed	\$2,000	3	\$6,000
<b>Waterly Analytics &amp; Rounds Onboarding - Lump Sum</b> <ul style="list-style-type: none"> <li>• Rounds Onboarding for 70 MGD Water System with Remote Pumping</li> <li>• Identity Management review and Single Sign-On (SSO) Setup for DuPage WC. DWC to provide identity management solution.</li> <li>• Review SCADA system API architecture with Concentric Integration &amp; DWC.</li> <li>• Review data sharing options for DWC customers</li> <li>• Project Management for 3 month engagement</li> </ul>			\$15,000
<b>Fractional Data Officer / Data Science Analyst*</b> Hourly services @\$200/hr for fractional data science and/or data analytical services	\$200	100	\$20,000
<input type="checkbox"/> <b>OPTIONAL: Waterly Analytics Hosting - Up to 70 MGD of Daily Average Flow</b> Includes all DuPage WC facilities in PWSID IL0435400	\$15,000	3	\$45,000 \$38,250 PREPAY Discount (%) -15
<input type="checkbox"/> <b>OPTIONAL: Waterly Analytics &amp; Rounds Onboarding - Lump Sum</b> <ul style="list-style-type: none"> <li>• Review &amp; Determine Final SCADA push options, Badger Beacon and push options, existing and desired MORs, enterprise reporting needs and provide mockups. Summarize Enterprise Reporting Findings in Memo</li> </ul>			\$3,000
<b>Onsite Training</b> Supervisor/Admin Training Onsite - Two 2-hr sessions User Training Onsite - One 2-hr session Training will be lead onsite by Waterly CEO, Chris Sosnowski and Waterly Operations team. Training will be recorded for optional replay			\$2,500 \$0 Known Customer Discount (%) -100
<b>Total One-Time Charges</b>			<b>\$100,287.50</b>

*Total Annual Estimate after 3 Years (for budgeting purposes)*

\*Note that Fractional Data Science fees are hourly fees estimated to be used in the first year. DWC would need to budget **separately** for Years 2 & 3 for this item.

**Satisfaction Guarantee:** In the event that DWC chooses to cancel its subscription after year one, Waterly will refund DWC \$63,000. If DWC cancels its subscription after year two, Waterly will refund \$32,000.

## The Waterly Way

Waterly is affordable **because our customers participate in the building of systems** and because we have a very efficient "Way" for onboarding we have developed over the years to enable us to keep our costs low and the value high. These items are essential to your journey to be cost-effective. We look for you to agree to the following:

1. Pay upfront for the software. We build your system behind the scenes after you complete your submittals.
2. Provide **accurate** and **sufficient** submittals: We ask for specific data, including your handwritten, filled out rounds sheets, spreadsheets with data in them, completed regulatory reports, and process flow diagrams with labels on them because they are immensely helpful in building your systems out. We have onboarded over 2,000 sites and know what it takes to get you into "digital" shape. Waterly commits to completing the substantial build of your site(s) within 30 days of receiving your accurate and complete documentation; we need your help to ensure that it is **accurate** and **sufficient** for the regulatory and operational features of our software.
3. You will test, use, and let us know what needs to be revised within 60 days of receiving access to the apps (we'll send you an email when it's ready so you know when this timer starts). We call this the "**hypercare**" period where you have full access to our onboarding, support, and technical team. During the hypercare period, you may be required to coordinate (and sometimes motivate) your Information Technology (IT) and/or Systems Integrators that are involved to review, test, and provide necessary changes or feedback. They may need to come onsite and help you to help us and those fees are not included in our onboarding fee.
4. CUSTOMERS AND THEIR (IT AND/OR INTEGRATOR) CONTRACTORS THAT HAVE NOT PROVIDED THE NECESSARY INPUT, ASSISTANCE, OR FEEDBACK WITHIN 60 DAYS OF RECEIVING ACCESS AGREE TO A \$180/HR RATE FOR ADDITIONAL ONBOARDING ADJUSTMENTS (I.E. MAJOR EQUIPMENT OR PROCESS ADDITIONS, NEW FACILITIES, CHANGES TO YOUR TIME SETUP, OR OTHER SYSTEM STRUCTURAL CHANGES, AS DETERMINED BY WATERLY STAFF) AFTER HYPER-CARE ENDS. Normal support tickets and minor assistance are exempt from the additional billing, as they are included in your annual fee. Let us know if you have any questions about what we consider normal support.
5. Complete the online Supervisor and Operator training courses (<1 hour of YouTube videos) before we train you.



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Chris Sosnowski, CEO  
Waterly, Inc.



SIGNATURE  
Denis Cuvalo

---

Denis Cuvalo  
DuPage Water Commission

Date:



**Resolution #:** R-90-25

**Account:** 01-60-662100, \$150,000

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

**MW RCB CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 11/13/2025

**Description:** **A Resolution Authorizing the General Manager to Purchase Repair Services for a High-Lift Pump Control Valve from a Sole Source Provider**

**Agenda Section:** Engineering & Construction

**Originating Department:** Operations & Instrumentation

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At the time of initial construction (circa 1990), each of the nine (9) DuPage Pump Station (DPPS) High-Lift Pumps (HLP) were equipped with an identical 30-inch Allis-Chalmers hydraulically operated cone-style valve to develop and regulate necessary pumping discharge head pressure when initiating operator start-up command to an HLP.

Each of the nine (9) identical cone valves has been operating since 1990 and are due for refurbishment. Previously, under R-2-24 and R-68-25, the Board authorized the first and second of the programmed cone valve refurbishments.

Staff are now seeking authorization, under R-90-25, the third of nine such cone valve refurbishments at an estimated expense of \$150,000. This expense is included in the approved FY-25/26 Management Budget.

Allis-Chalmers ceased valve operation in 1999 and American Cone Valve, Inc. – A/C Service and Repair, Inc. has assumed the role of being sole authorized vendor for service and repair of Allis-Chalmers Cone Valves in North America.

The costs to remove and reinsert the valves will fall under the existing Heavy Machinery and Rigging Contract with Mecon Industries, Inc. by separate action.

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**Recommended Motion:** To approve Resolution No. R-90-25

DUPAGE WATER COMMISSION

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**RESOLUTION NO. R-90-25**

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A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO PURCHASE REPAIR SERVICES FOR A HIGH-LIFT PUMP CONTROL VALVE FROM A SOLE SOURCE PROVIDER

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

WHEREAS, American Cone Valve is the Sole Source Provider of the existing Hydraulically Activated High-Lift Pump Control Valves at the DuPage Pumping Station; and

WHEREAS, A/C Service and Repair is the Sole Source Service Provider for the existing Hydraulically Activated High-Lift Pump Control Valves at the DuPage Pumping Station; and

WHEREAS the Commission desires to purchase Refurbishment Services for the existing Hydraulically Activated High-Lift Pump Control Valves from A/C Service and Repair; and

WHEREAS, the Board of Commissioners of the DuPage Water Commission, based upon representations made by Staff, believes it is in the best interest of the Commission to authorize the General Manager to purchase Hydraulically Activated High-Lift Pump Control Valve Refurbishment Services from A/C Service and Repair;

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

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

SECTION TWO: That in accordance with the purchasing procedures contained in the Commission By-Laws, the General Manager is hereby granted the authority to purchase Hydraulically Activated High-Lift Pump Control Valve Refurbishment Services from A/C Service and Repair.

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

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

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

\_\_\_\_\_  
James F. Zay, Chairman

ATTEST:

\_\_\_\_\_  
Danna Mundall, Clerk

Board/Resolutions/2025/R-90-25docx



Date: July 26<sup>th</sup>, 2025

To: DuPage Water Commission

Reference: Sole Source Letter

To Whom It May Concern:

American Cone Valve, Inc. is manufactured in York, PA and we are the sole authorized sales and service provider for our products for the State of Illinois.

**Your Contact for American Cone Valves, Inc. is:**

Justin Ross

5166 Commerce Drive, York, PA 17408

Office: (717) 792-3492 Cell: (717)515-2984

[justinross@acservicerepair.com](mailto:justinross@acservicerepair.com)

Sincerely,



Justin Ross

President

American Cone Valve, Inc.

A/C Service and Repair, Inc.

# QUOTATION

A/C Service and Repair, Inc.  
 5166 Commerce Drive York, PA 17408  
**Ph.**(717) 792-3492 **Fax.**(717) 792-5283

Company: DUPAGE WATER COMMISSION

Date	11/5/25
Payment	Net 30 days
Taxes	None
FOB Point	Destination

**Attention:** MIKE WEED

Qty	Unit	A/C Part#	Description	Price Each	\$ Amount
1	EA		REBUILD 30"-125 ROTOVALVE NEW 14" X 18" HYDRAULIC CYLINDER	126600.00	126,600.00

Delivery Date:	TBD		126,600.00
Ship Via:	FLATBED	other	
For A/C Shop Order:	TBD	shipping	7,100.00
		<b>Total</b>	<b>\$133,700.00</b>

Prepared by: Justin Ross     [justinross@acservicerepair.com](mailto:justinross@acservicerepair.com)



**Resolution #:** R-91-25

**Account:** 01-60-662100

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

**MW RCB CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 11/13/2025

**Description:** **A Resolution Approving a Contract Extension for Heavy Machinery and Equipment Rigging, Transportation, and Installation Services with Mecon Industries Inc.**

**Agenda Section:** Engineering & Construction

**Originating Department:** Operations & Instrumentation

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On October 20, 2024, the Commission extended a Contract for Heavy Machinery and Equipment Rigging, Transportation, and Installation Service with Mecon Industries Inc. to be used on an as-needed basis for most heavy machinery and equipment rigging, transportation, and installation services for the Commission's larger equipment, pipe fitting, miscellaneous plumbing work and other water system equipment through the issuance of Purchase Orders.

The current contract expired on October 20, 2025. Staff believes that it is in the Commission's best interest to renew the contract for a period of up to twelve (12) months retroactive from October 20, 2025, and ending no later than October 20, 2026, to allow sufficient time to assist in completing High-Lift Pump and Motor rehabilitations, 30" cone valve removals and replacements, 30" Discharge Header butterfly valves, and necessary work. Mecon has performed well throughout the duration of the previous contract term, and staff believe continuity for this service is important. Both Mecon and Staff have vetted and agreed to the proposed renewal of the contract under the existing terms and conditions, which will be paid for on an as-needed basis.

There is no cost associated with this request and all other terms and conditions of the Contract shall remain unchanged.

**Recommended Motion:**

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To adopt Resolution R-91-25 for the 12-Month Contract Extension for Heavy Machinery and Equipment Rigging, Transportation, and Installation Service with Mecon Industries Inc.

DUPAGE WATER COMMISSION

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**RESOLUTION NO. R-91-25**

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A RESOLUTION APPROVING A CONTRACT EXTENSION FOR  
HEAVY MACHINERY AND EQUIPMENT RIGGING, TRANSPORTATION, AND INSTALLATION  
SERVICES

WHEREAS, pursuant to Resolution No. R-29-18 the DuPage Water Commission (the “Commission”) awarded a 36-Month Heavy Machinery and Equipment Rigging, Transportation, and Installation Service Contract to Mecon Industries Inc.; and

WHEREAS, In accordance with R-70-24, the Commission approved a 12-Month Contract Time Extension; and

WHEREAS, the term of the Contract expired on October 20, 2025; and

WHEREAS, the Commission has determined that it is in the best interest of the Commission to renew the Contract with Mecon Industries Inc. retroactive from October 20, 2025 and ending no later than October 20, 2026.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the DuPage Water Commission, based upon the representations of Staff and Legal Counsel as follows:

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

SECTION TWO: The DuPage Water Commission hereby approves the Heavy Machinery and Equipment Rigging, Transportation, and Installation Services Contract with Mecon Industries Inc. to a 12-Month contract renewal as executed by Mecon Industries, Inc. and attached hereto and incorporated herein as Exhibit A, and the General Manager shall be and hereby is authorized to execute said extension 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 F. Zay, Chairman

ATTEST:

\_\_\_\_\_  
Danna Mundall, Clerk

Board/Resolutions/2025/R-91-25.docx

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EXHIBIT 1

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12-Month Contract Extension Acknowledgement with Mecon Industries, Inc.



October 21, 2025

Mr. Joe Kozacek  
Mecon Industries Inc.  
2703 BemJce Road  
Lansing, IL 60438

Subject: 12-Month Contract Extension

Dear Mr. Kozacek,

The DuPage Water Commission "Commission" entered into an agreement with Mecon Industries Inc. on October 19, 2018, for Heavy Machinery and Equipment Rigging, Transportation, and Installation Service for work related to the Commission's Waterworks System as needed through the Issuance of Purchase Orders. The Commission entered a 12-month contract extension with Mecon Industries Inc. on October 20, 2024 and ending on October 20, 2025.

The Commission has been satisfied with the work of Mecon Industries Inc. and therefore wishes to extend the contract term limits for a period of 12 months commencing on October 20, 2025, and ending on October 20, 2026. It is understood that all other terms and conditions of the Heavy Machinery and Equipment Rigging, Transportation, and Installation Service Contract shall remain unchanged during this time.

Should Mecon Industries Inc. agree to this contract time extension as presented here, please sign, date, and return the attached document to the Commission.

Sincerely,



Mike Weed  
Operations & Instrumentation supervisor  
DuPage Water Commission



The DuPage Water Commission and Mecon Industries Inc. do hereby agree to extend the Contract term limit of the 36-Month Heavy Machinery and Equipment Rigging, Transportation and Installation Service Contract initially dated and executed on October 19, 2018, as previously extended on October 20, 2024 for an additional 12-month period, and one additional extension of another 12-month period commencing on October 20, 2025 and ending on October 20, 2026 following the terms and conditions as set forth in the October 19, 2018 Contract Agreement.

**MECCON INDUSTRIES, INC.**

**DUPAGE WATER COMMISSION**

By:   
Signature of Authorized Representative

By: \_\_\_\_\_  
Paul D. May, P.E.

Its: President  
Title of Authorized Representative

Its: \_\_\_\_\_  
General Manager

Date: 10/23/25

Date: \_\_\_\_\_

cc: R-XX-25



**Resolution #:** R-92-25

**Account:** 01-60-662100

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

**MW RCB CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 11/13/2025

**Description:** **A Resolution Authorizing the General Manager to Purchase High Lift Pump Rehabilitation Services from Superior Industrial Equipment.**

**Agenda Section:** Engineering & Construction

**Originating Department:** Operations & Instrumentation

Staff documented that High Lift Pump #8 was emitting abnormal sounds during normal pump operation. Staff contacted Superior Industrial Equipment to remove the top casing of the pump and perform an internal inspection. The result of the inspection determined that the pump impeller shows cracks and other abnormalities, the wear rings and shaft sleeves show signs of wear, and the shaft seal stuffing box faces are showing corrosion and loss of metal. The impeller likely requires replacement, and the remainder of deficiencies noted require refurbishment or replacement (final determination of required work and expense cannot be detailed until a complete dis-assembly and inspection occur). This work can only be performed at Superior's facilities in Sycamore IL.

Based upon the Illinois Prevailing Wage Statute and the opinions of legal counsel regarding prevailing wage work, Superior is the singular service provider that is able or willing to perform the work for the Commission within the guidelines of the Prevailing Wage Act.

Resolution No. R-92-25 would authorize the General Manager to purchase necessary services from Superior Industrial Equipment. The actual repair cost is undetermined at this time however the cost may be lower if the Commission's spare impeller, purchased in 1990, is serviceable. Staff also request an additional 10% for unknown conditions that may be found at disassembly. Staff are seeking approval at a cost not to exceed \$215,000. The rehabilitation is estimated to take up to 14 weeks, or more if a replacement impeller is required, and should be ready before increasing system flow demands in Spring 2026.

### **Recommended Motion:**

Authorize the General Manager to Purchase Rehabilitation Services for High Lift Pump #8 at an Estimated Expense of \$215,000.00 from Superior Industrial Equipment.

DuPAGE WATER COMMISSION

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**RESOLUTION NO. R-92-25**

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A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO PURCHASE SERVICES FOR  
HIGH LIFT PUMPS AND MOTORS FROM SUPERIOR INDUSTRIAL EQUIPMENT

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, Staff has solicited requests for services from qualified large pump and motor service providers who would be able and willing to perform complete inspection and repair services under the Illinois Prevailing Wage Act; and

WHEREAS, Superior Industrial Equipment was the only qualified large pump and motor service provider to answer in the affirmative of compliance within Illinois Prevailing Wage Act guidelines; and

WHEREAS, The Commission must have the large pump and motor work performed to maintain the DuPage Pumping Station maximum pumping capacity,

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

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

SECTION TWO: The General Manager is hereby authorized to purchase necessary inspection and rehabilitation services for High Lift Pump and Motors from Superior Industrial Equipment.

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-92-25.docx

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EXHIBIT 1

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Superior Industrial Equipment Quotation QR25547REVA DuPage Water Pump #8



Date: 11/07/2025

**Dupage Water  
Patterson 30 x 24 MAA  
S/N 89PT-13118-A24  
SIE Job QR25547**

## **Summary**

The pump was pulled from service and sent to Superior Industrial Equipment in Sycamore, IL for Disassembly, Cleaning, and Inspection. Following is a summary of our anticipated findings: Pump removal & install (suction/discharge pipe connections), loading & unloading, and freight to & from Superior to be handled by Dupage Water Commission.

1. The bearing housings will be removed and inspected. They will be cleaned and reused.
2. The mechanical seals will need to be refurbished.
3. The exterior of the pump will be blasted clean to bare metal. The Belzona on the interior was chipping off around the parting line with rust underneath. Those areas will be blasted clean and new Belzona 1341N (NSF) will be applied.
4. The rotating assembly will be removed from the casing.
5. The shaft is damaged at the lip seals areas. They will need to be repaired.
6. The shaft sleeve nuts will be replaced.
7. The shaft sleeves will be removed for the rotor for repair.
8. The impeller is cracked and will need to be replaced.
9. Inspect casing split line for flatness.
10. Inspect all parts for fit and finish.
11. The Kingsbury thrust bearing will be replaced.
12. The radial Babbit bearing will be replaced.

## **Repair Scope**

### **Casing (Upper & Lower)**

1. Sand blast or clean as necessary to remove any dirt or build up.
2. Weld repair casing at the swing blot area as necessary.
3. Setup and machine stuffing box faces to restore surface finish and perpendicularity to the shaft.
4. Clean, inspect, and set aside for assembly.

### **Shaft sleeves**

1. Sand blast or clean as necessary to remove any dirt or build up.
2. Setup and machine selected OD to restore shape and concentricity.
3. Build up OD with bronze metal spray.
4. Setup and grind back to OEM specifications.
5. Clean, inspect, and set aside for assembly.

### **Rotating assembly**

1. Build rotating assembly using impeller supplied by DuPage Water Commission
2. Setup and dynamically balance to OEM specifications.
3. Clean, inspect, and set aside for assembly.

**Assembly**

1. Clean and lay out all parts.
2. Install rotating assembly into lower casing.
3. Mount bearing housings and bearings.
4. Mount upper casing and check rotational clearances.
5. Paint, package, and ship per customer instructions.

The following new parts will be supplied as part of this repair.

- o Lot gasket
- o Packing, shaft sleeve
- o Shaft sleeve nuts
- o Casing wear rings
- o Complete thrust bearing assembly
- o Radial babbitt bearings
- o Refurbished mechanical seals.

<b>DC&amp;I:</b>	<b>\$ 18,525.42</b>
<b>Estimated Repair Pricing:</b>	<b>\$107,894.93</b>
<b>Re-installation*</b>	<b>\$9,000.00</b>
<b>Seal Kit &amp; Repair:</b>	<b><u>\$ 23,186.00</u></b>
<b>Total cost:</b>	<b>\$158,606.35</b>

\*Re-installation estimated (2) Techs 2.5 Days  
 -Should a new impeller be required, estimate \$126,000.00 +/-15%

**Shipment: 12-14 Weeks basis estimated lead times**  
**Tariff surcharge may be added at time of shipment**

Please note that all pricing is FOB Point of shipment and does not include freight, taxes, duties, or tariffs.

DC&I charges may be waived if you proceed with the repair or purchase a new pump with SIE.

Lead time is based on parts availability at time of quote and subject to change ARO

Standard payment terms are NET 30 days unless otherwise approved in writing.

Pricing is valid for 30 days unless otherwise specified.

After six months we reserve the right to bill you for the DC&I and return or scrap your pump.

**Concealed damages:**

- This estimation is based on an unseen condition, as reflected in the repair quote above. If unanticipated concealed damage is identified during the course of the disassembly, cleaning, and inspection, we reserve the right to adjust the scope of work and associated pricing. **NO ADDITIONAL WORK WILL BE PERFORMED WITHOUT PRIOR AUTHORIZATION.**

# **Superior Industrial Equipment, LLC**

## **Terms and Conditions**

- A. Shipment:  
Manufacturers Standard
- B. Price (FOB Point):  
FOB point of shipment
- C. Terms of Payment:  
  
Progressive Payment Schedule  
15% with the order  
10% upon receipt of report  
40% upon receipt of major parts  
35% net 30 days after shipment
- No start up or service time is included in the base price of units.
- E. Warranty  
Superior Industrial Equipment Company warrants the pump package for one (1) year from start-up or eighteen (18) months from shipment, which ever occurs first. All warranties intended by major or sub – components suppliers are included. We do not warrant for corrosion, erosion or normal wear and tear; or fitness for a purpose or merchantability.
- F. Limitation of Liability  
The total liability of the Company with respect to this contract or the equipment or services furnished hereunder, in connection with the performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or technical direction whether based on contract, negligence, indemnity, strict liability or otherwise shall not exceed the purchase price of the unit of equipment upon which such liability is based.  
  
The Company shall in no event be liable to the Purchaser, any successors in interest or any beneficiary or assignee of this contract for any consequential, incidental, indirect, special or punitive damages arising out of this contract or any breach thereof, or any defect in, or failure of, or malfunction of the Equipment hereunder, whether based upon lost goodwill, lost profits or revenue, interest, work stoppage, impairment of other goods, loss by reason of shutdown or non-operation, increased expenses of operation of the Equipment, loss of use of power system, cost of purchase of replacement power or claims of Purchaser or customers of Purchaser for service interruption whether or not such loss or damage is based on contract, warranty, negligence, indemnity, strict liability or otherwise.
- G. Miscellaneous  
No taxes, duties, boxing or freight charges are included in the base price.  
Cancellation charges are at cost plus expenses and pro-rata profit.



**Resolution #:** R-93-25

**Account:** 01-60-628000 - \$120,500

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

**RCB RCB CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 11/13/2025

**Description:** **A Resolution Approving and Ratifying Certain Task Orders Under a Master Contract with Burns & McDonnell Engineering Co., Inc.**

**Agenda Section:** Engineering & Construction

**Originating Department:** Administration

The DuPage Pumping Station nine (9) High-Lift Pump and Motors (HLP) have been in service for thirty-four years. Due to the length of service, staff believes it is prudent to engage a consultant to complete Performance Evaluations of all nine (9) of the pumps and electric motors to obtain the current performance metrics for comparison against the original performance metrics from the initial installation and performance tests performed in 1991. The resulting work and data would in turn inform the development of the capital program for the Commission to prioritize the maintenance and improvement schedule going forward.

### **Task Order No. 09 with Burns & McDonnell Engineering Co., Inc.**

Staff presented Requests for Qualifications (RFQ) to six (6) consultants, currently under contract with the Commission, for whom the desired services were within their qualifications presented to the Commission at the time their contracts were approved and signed. Of the six (6) RFQ recipients, three (3) consultants signaled interest in performing the work which included pre-submittal in-depth site visits and meetings. Of the three (3) consultants expressing interest, only one Consultant elected to submit an RFQ. The two firms that elected to not follow up with a submittal expressed that due to personnel scheduling and previous workload commitments, they were unable to perform the services within the requested time frame.

Resolution R-93-25 seeks approval of Task Order No. 09 with Burns and McDonnell Engineering Co., Inc. to complete the HLP pump and electric motors performance evaluations at a cost not to exceed \$120,500, following the scope of work and deliverables as outlined in Task Order No. 09.

### **Recommended Motion:**

Approve Resolution R-93-25

DUPAGE WATER COMMISSION

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**RESOLUTION NO. R-93-25**

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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-93-25.docx

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EXHIBIT 1

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Burns & McDonnell Engineering Co., Inc. Task Order No. 09

## TASK ORDER NO. 09

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

### 1 . **Project:** High-Lift Pump and Motor Performance Evaluations

This task order authorizes Consultant (Burns & McDonnell) to provide professional consulting services to support the Owner (DuPage Water Commission) in its completion of in-field performance testing of up to a maximum of nine (9) high-lift pumps at the DuPage Water Commission Main Pumping Station in Elmhurst, Illinois. The project generally consists of Consultant developing a plan for pump testing, observing and documenting pump tests to be performed by Owner, site visits to an equipment repair facility, and development of the project deliverable, which consists of a report providing written recommendations with costs for improvements to the pumps.

### 2 . **Services of Consultant:**

#### Task 1 – Project Management and Meetings

Task 1 includes participation in a hybrid virtual/in-person 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 1 also includes project management and administration.

#### Task 2 – Pre-Evaluation Preparation

Consultant staff will develop an evaluation plan to be approved by the Owner prior to performance evaluations. This includes the following items:

1. Consultant will prepare a Request For Information (RFI) letter listing the documentation needed from the Owner.
2. Consultant to review the data received in response to the RFI.
3. Consultant will prepare a written technical memorandum that will summarize hydraulic performance tests and electromechanical testing to be completed. Plan will detail action steps required by Owner to complete tests, a schedule for completing each pumping test, and safety plan.
4. Consultant will submit draft plan to Owner for review and comment. Consultant team will meet with Owner virtually to discuss and finalize testing plan.

#### Task 3 – Performance Evaluations

Consultant will participate in onsite testing with the Owner operating the pumps and adjusting pumping conditions. Consultant will observe and document the tests to obtain data at specified pumping points for each of the nine High-Lift Pumps. Consultant will document the following SCADA information:

- a. Hydraulic – flow and pressure upstream and downstream of the pump.
- b. Electromechanical – running amps, motor temperature, motor speed.
- c. On-line vibration monitoring results.
- d. Bearing temperatures during pump operations (including both on-line drive and non-drive ends, as applicable).

Testing of all nine High Lift Pumps is anticipated to be completed within five (5) days onsite and will be completed overnight from approximately 10PM to 6AM. In any given week, BMCD staff are

available to work overnight up to a maximum of two nights. Superior Industrial Equipment (SIE) is currently in the process of rehabilitating Pump No. 8 for DWC. Consultant will visit the Owner's Pump Station prior to the removal of Pump No. 8 to observe and photograph the interior of the pump. Observed conditions, such as worn or damaged impellers, will be documented. Consultant will visit SIE's facilities in Sycamore, Illinois two times with DWC staff to observe and document work performed by SIE to rebuild Pump No. 8.

#### Task 4 – Evaluation Report

Consultant will prepare a brief report that describes the testing completed, the analysis of the results of the testing, and a summary and conclusions section. The conclusions section will detail suggested rehabilitation prioritization for each of the nine pumps along with estimates of costs to complete those recommended improvements. A draft will be provided to Owner. One (1) Owner review and Consultant report revision is assumed. Owner will provide review comments within two (2) weeks of receiving the draft report. Consultant will make revisions as appropriate and submit an electronic copy of the final report.

#### Task 5 – Pump Inspection Allowance

An allowance of \$35,500 will be used in the event the Owner requests additional Consultant support. Specifically, the Owner may elect to disassemble Pumps 1-7. In this case, the Consultant will perform visual observation and take photographs of the pump interior. Observed conditions, such as worn or damaged impellers, will be documented. This allowance includes up to two (2) trips for a pumping specialist located in Kansas City, seven (7) trips for one (1) local staff member, and additional reporting necessary to incorporate any findings into our report. This allowance can be utilized only with the Owner's written authorization.

#### Task Order Assumptions and Exclusions

1. Site visit for the Pump No. 8 will be performed at the same time as the kick-off meeting.
  2. Owner will operate pump, pipeline, and valve infrastructure and controls.
  3. Consultant will not be providing instrumentation, manometers, pressure gauges, etc. for the project. If needed, DWC will provide and install this equipment.
  4. DWC will perform any necessary pump disassembly for the purpose of performing visual observation of the pump interior.
  5. Motor evaluation will be limited to visual inspection and data read from instrumentation tied to SCADA.
  6. DWC and BMcD will determine a mutually agreeable schedule for the overnight work to be performed.
  7. DWC will provide the SCADA data listed in Task 3 in electronic format (Microsoft Excel).
- 3. Approvals and Authorizations:** Consultant shall obtain the following approvals and authorizations: None.
- 4. Commencement Date:**  
11/21/2025
- 5. Completion Date:**  
May 30, 2026

**6. Submittal Schedule:** None.

**7. Key Project Personnel:**

Paul St. Aubyn – Project Manager

Joe Darlington – Client Services Manager

Tim Juskiewicz – Pump Station Lead

James Farrell – Pump Station Lead

Will Williams – Hydraulic Pumping Specialist

Noshir Gunja – Electrical Lead

**8. Contract Price:**

For providing, performing, and completing the base scope of work, defined as Task 1 through 4, a lump sum amount. For providing, performing, and completing Task 5 (Pump Inspection Allowance) Services, an amount equal to Consultant’s Rate Sheet Costs (see attached) per hour or unit for all Services rendered by principals and employees engaged directly on the Project, plus an amount equal to rate sheet costs of all reimbursable expenses, an additional amount is included.

In summary and notwithstanding the foregoing, the total Contract Price shall be \$120,500, except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.

- Tasks 1 through 4: \$85,000 (lump sum)
- Task 5 (Allowance for Additional Services): \$35,500

**9. Payments:**

For purposes of payments to Consultant, the value of the Services for Tasks 1 through 4 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.

Direct Labor Costs shall mean the billing rate of all Consultants personnel including all professionals whether owners or employees, engaged directly on the Project. Reimbursable expenses shall mean the actual expenses incurred by Consultant directly or indirectly in connection with the Project, including expenses for transportation, telephone, postage, computer time and other highly specialized equipment, reproduction and similar Project related items. This list is not intended to be exhaustive. Other Project-related costs incurred by Consultant that do not appear on the list above, are nonetheless considered to be reimbursable expenses. Costs incurred by Consultant shall be read to mean costs incurred by Consultant’s subsidiaries, employees, contractors, and consultants.

**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 November 21, 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



**Resolution #:** R-94-25

**Account:** 01-80-852010

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

**JL JML CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 11/13/2025

**Description:** **Award of a Contract for the Construction of the West Transmission Main along the ComEd Corridor from Book Rd to Wolf’s Crossing Rd (Contract TW-6/25 Sections 2A & 2B)**

**Agenda Section:** Engineering & Construction

**Originating Department:** Engineering

WaterLink design efforts continue to progress with the goal of having all bids for each of the eleven pipeline construction packages, along with another for the construction of the meter stations, advertised by the end Q1 2026.

The first such construction package, TW-6/25 Section 1 (Book Road), was bid in mid-2025 with a contract awarded by the Board in September. Advertisement of the next portion of work also occurred in September and included two 54” pipeline bid packages, each of which is a continuation of the Book Road work through a ComEd corridor. These sections are referred to as TW-6/25 Section 2A and TW-6/25 Section 2B (there are a total of six bid packages comprising the work within the ComEd corridor) and are approximately 8,600 feet and 6,400 feet in length, respectively. A bid opening was held on October 31<sup>st</sup>, with a total of three bids received for each section. The list of bidders and their bids can be seen in the table below:

<b>BID ALTERNATES</b>	Airy’s, Inc.	D. Construction, Inc. & Benchmark Construction Co, Inc.	Precision Pipeline, LLC.
2A - Alternate A (54-inch Steel) Bid Price:	\$12,356,369.00	\$17,778,000.00	\$17,005,459.00
2A - Alternate B (54-inch PCCP) Bid Price:	\$13,040,024.00	\$18,227,962.23	(NO BID)
2B - Alternate A (54-inch Steel) Bid Price:	\$10,367,460.00	\$14,448,000.00	\$15,726,166.00
2B - Alternate B (54-inch PCCP) Bid Price:	\$10,564,260.00	\$14,948,003.20	(NO BID)

Based on the results of the bid opening, installation of 54-inch Steel has been identified as the desirable alternative, with Airy’s, Inc. identified as the lowest responsible bidder for both Sections 2A and 2B with a (combined) submitted bid of \$22,723,829.00.

Resolution R-94-25 would approve a contract with Airy's, Inc. for the construction of the TW-6/25 Sections 2A & 2B Project in the amount of \$22,723,829.00.

The Commission has previously worked with Airy's, Inc. over the years and the two parties maintain a positive working relationship.

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**Recommended Motion:**

To adopt Resolution R-94-25.

DUPAGE WATER COMMISSION

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**RESOLUTION NO. R-94-25**

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A RESOLUTION AWARDING A CONTRACT FOR THE CONSTRUCTION OF  
THE TW-6/25 SECTIONS 2A & 2B CONTRACT

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

WHEREAS, the Village of Montgomery (“Montgomery”), the Village of Oswego (“Oswego”) and the United City of Yorkville (“Yorkville”) (Oswego, Montgomery and Yorkville are collectively referred to herein as the “Municipalities”) desire to supply Lake Michigan water to their residents by connecting to the Commission’s waterworks system;

WHEREAS, the Commission and the Municipalities previously entered into intergovernmental agreements related to the funding of the required connection facilities; and

WHEREAS, pursuant to Article VIII, Section 5 of the Commission’s By-Laws, the DuPage Water Commission (the “Commission”) invited proposals for the Construction of the TW-6/25 Sections 2A & 2B Contract; and

WHEREAS, bids for Contract TW-6/25 Sections 2A & 2B were received on October 31, 2025; and

WHEREAS, the Commission has reviewed the proposals received and determined that the proposal of Airy’s, Inc. was the most favorable to the interests of the Commission; and

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

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

SECTION TWO: The Board of Commissioners of the DuPage Water Commission hereby approves the Contract for the Construction of the TW-6/25 Sections 2A & 2B Project in the amount of \$22,723,829.00, attached hereto as Exhibit A, conditioned upon the receipt of all contractually required documentation, and authorizes the Chairman to execute the agreement on behalf of the DuPage Water Commission and to take whatever steps necessary to effectuate the terms of said agreement.

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

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

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

\_\_\_\_\_  
James F. Zay, Chairman

ATTEST:

\_\_\_\_\_  
Danna Mundall, Clerk

Board/Resolutions/2025/R-94-25.docx

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EXHIBIT A

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# DuPage Water Commission

Contract for the Construction of:

West Transmission Main Along ComEd R.O.W

From Book Rd to Wolf's Crossing Rd

Contract TW-6/25 Sections 2A & 2B



VOLUME I

CONTRACT DOCUMENTS

**DuPAGE WATER COMMISSION**  
**CONTRACT FOR THE CONSTRUCTION OF**  
**CONTRACT TW-6/25 SECTIONS 2A & 2B**

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2. Contractor's Certification
3. Schedule of Prices
4. General Conditions of Contract
5. Special Conditions of Contract
6. Contract Drawings
7. Specifications
8. Form of Performance Bond
9. Form of Labor and Material Payment Bond
10. Form of Maintenance/Warranty Bond
11. Addenda Nos. 1, 2, and 3

**CONTRACT AGREEMENT BETWEEN  
DuPAGE WATER COMMISSION  
AND  
*AIRY'S, INC.*  
FOR THE CONSTRUCTION OF  
CONTRACT TW-6/25 SECTIONS 2A & 2B**

**CONTRACT AGREEMENT BETWEEN  
 DuPAGE WATER COMMISSION  
 AND  
 AIRY'S, INC.  
 FOR THE CONSTRUCTION OF  
 CONTRACT TW-6/25 SECTIONS 2A & 2B**

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**CONTRACT AGREEMENT BETWEEN**  
**DuPAGE WATER COMMISSION**  
**AND**  
**AIRY'S, INC.**  
**FOR THE CONSTRUCTION OF**  
**CONTRACT TW-6/25 SECTIONS 2A & 2B**

THIS CONTRACT AGREEMENT, made as of this 11th day of November, 2025, by and between the DuPage Water Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, a public corporation, and *Airy's, Inc.*,

WITNESSETH:

In consideration of the mutual promises contained in this Contract Agreement, it is agreed by and between Owner and Contractor as follows:

**ARTICLE I**  
**THE WORK**

**1.1 Performance of the Work**

Contractor shall, at its sole cost and expense:

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete at the Work Site and in the manner described and specified in this Contract all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary for the design, if any, construction, and installation of the *Contract TW-6/25 Sections 2A & 2B* improvements together with related attachments, equipment, and appurtenances thereto.

2. Permits. Unless otherwise stated in the Special Conditions of Contract, procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.

3. Bonds and Insurance. Procure and furnish all Bonds and all certificates and policies of insurance specified in this Contract.

4. Taxes. Pay all applicable federal, state, and local taxes.

5. Miscellaneous. Do all other things required of Contractor by this Contract.

## CONTRACT AGREEMENT

6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent therewith.

### 1.2 Contract Documents

The Contract Documents consist of the following component parts, all of which are attached to this Contract Agreement and are, by this reference, made a part of this Contract Agreement as though fully set forth herein:

1. Contractor's Certification;
2. Schedule of Prices;
3. General Conditions of Contract;
4. Special Conditions of Contract;
5. Contract Drawings;
6. Specifications;
7. Form of Performance Bond;
8. Form of Labor and Material Payment Bond; and
9. Addenda Nos. 1, 2 and 3.

Engineer may, during construction, furnish to Contractor such additional Contract Drawings and Specifications or such other explanations as Engineer may consider necessary to illustrate or explain the Work in further detail. Contractor shall comply with the requirements of all such additional Contract Drawings and Specifications or other explanations, all of which shall be considered part of the Contract Documents and shall not be considered as indicating additional Work.

### 1.3 Interpretation of Contract Documents

A. Definitions. Whenever used in this Contract Agreement or in the Contract Documents:

1. General Definitions. Except for the terms specially defined in Paragraph 1.3A2 below, all capitalized terms shall have the meanings given to them in Article VII of the General Conditions of Contract.

2. Special Definitions. The following capitalized terms shall have the following meanings:

a. Contractor. The Person first identified above with whom Owner has executed this Contract Agreement and its duly authorized officers, employees, agents, and representatives.

b. Engineer. Burns & McDonnell Engineering Company Inc., Bowman Consulting Group, Ltd., Lockwood, Andrews and Newnam, Inc. (LAN),

## CONTRACT AGREEMENT

Robinson Engineering, Ltd. (REL), or such additional or different Person as Owner may from time to time designate in writing to perform any or all of the functions of the Engineer under this Contract as well as the duly authorized officers, employees, agents, and representatives of any such Person.

c. Owner. The DuPage Water Commission and its duly authorized officers, employees, agents, and representatives.

d. Work. All matters described, exhibited, contemplated, implied, or embraced in this Article I of this Contract Agreement and in Article I of the General Conditions of Contract, including all risks and changes in the Work that Contractor is responsible for dealing with under this Contract without any equitable adjustment in the Contract Price or Contract Time, and all matters described, exhibited, contemplated, implied, or embraced in any Change Order issued pursuant to Section 2.1 of the General Conditions of Contract.

e. Work Site. From the intersection of Book Road and the ComEd right-of-way in the City of Naperville, along the ComEd ROW to 248<sup>th</sup> Avenue, up 248<sup>th</sup> Avenue to 95<sup>th</sup> Street, along 95<sup>th</sup> Street to Wolf's Crossing Road in the City of Naperville as described in the Contract Documents.

f. Owner's Representative. Individual or firm appointed to or assigned by Owner to be its on-site representative under this Contract, to exercise certain power on behalf of the Owner and Engineer and to undertake certain contract administration activities as specifically outlined in the Contract Agreement.

B. Rules of Interpretation. This Contract shall be interpreted so that:

1. Requirements Cumulative. Each requirement imposed on Contractor shall be cumulative of every other requirement imposed on Contractor, and any Work required to be performed by any one component part of this Contract shall be performed to the same extent as if required by all component parts of this Contract.

2. Details to be Assumed. The Work shall be provided, performed, and completed in every detail whether or not every item of detail is particularly set forth in the Contract Documents, including work reasonably inferable from the Contract Documents.

3. Priority of Contract Provisions. In the event of a discrepancy, error, omission, ambiguity, or conflict in the application or interpretation of any of the provisions of this Contract, the terms of this Contract Agreement and of the General Conditions of Contract shall govern over the terms and provisions of all other Contract Documents.

## CONTRACT AGREEMENT

4. Engineer's Interpretation. Subject to Paragraphs 1.3B1, B2, and B3 above, Engineer shall determine which provision or provisions of this Contract Agreement and the Contract Documents best promotes or promote the overall objectives, and best fulfill the intents and purposes, of this Contract, and such provision or provisions shall govern. Such determination of Engineer shall be final.

C. Contractor's Duty to Report Discrepancies. Contractor shall carefully review this Contract Agreement and each of the Contract Documents before performing the Work, and each part thereof, and shall promptly call to the attention of Engineer any discrepancy, error, omission, ambiguity, or conflict that may exist among any of the component parts of this Contract or among any of the provisions of any one of such component parts before proceeding with any part of the Work affected by such discrepancy, error, omission, ambiguity, or conflict. Contractor shall be responsible for all corrective Work required resulting from Contractor's failure to give such notice and shall bear all damages and costs associated therewith, arising therefrom, or resulting from such matters first discovered during the progress of the Work, including, but not limited to, damages or costs resulting from, arising out of, or in any way related to, increases in time-related costs; increases in costs of labor, equipment, materials, or supplies; costs of additional personnel; costs of additional equipment; costs of additional premium time for personnel or equipment; lower labor productivity; lost profits or alternative income; effects on other contracts; and costs of demobilization and remobilization. Information pertaining to subsurface, underground or other concealed conditions or obstructions, soils analysis, borings, test pits, buried structures, utility locations or conditions, conditions of existing structures, and similar site information or data and other investigations shown or indicated on the Contract Drawings, provided by Owner or Engineer, or otherwise made available to Contractor is not part of this Contract and, therefore, any discrepancy, error, omission, ambiguity, or conflict in such site information or data does not constitute a discrepancy, error, omission, ambiguity, or conflict in this Contract.

## ARTICLE II CONTRACT TIME

### 2.1 Commencement Date

Contractor shall commence the Work immediately upon execution of this Contract Agreement by Owner.

### 2.2 Completion Date

Contractor shall diligently and continuously prosecute the Work from the Commencement Date at such a rate as will allow the Work to be fully provided, performed, and completed in full compliance with, and as required by or pursuant to, this Contract. The Work shall be completed in full compliance with this Contract, not later than:

**TW-6/25 Section 2A:** 550 days following the Commencement Date.

**TW-6/25 Section 2B:** 550 days following the Commencement Date.

## CONTRACT AGREEMENT

**TW-6/25 Sections 2A + 2B Combined:** 730 days following the Commencement Date.

### **2.3 Time of the Essence**

The time of commencement, rate of progress, and time of completion are of the essence of this Contract.

## **ARTICLE III CONTRACTOR'S WARRANTIES AND REPRESENTATIONS**

### **3.1 Warranties and Representations**

In order to induce Owner to enter into this Contract, Contractor hereby warrants and represents to Owner as follows:

A. Review of Contract. Contractor has carefully examined, reviewed, and accepted this Contract Agreement and all of the Contract Documents prior to submission of its Bidder's Proposal and execution of this Contract and there are no discrepancies, errors, omissions, ambiguities, or conflicts in this Contract that are material to Contractor's provision, performance, or completion of the Work, the Contract Price or the Contract Time that have not already been clarified in writing by Owner to the satisfaction of Contractor. For claims based upon discrepancies, errors, omissions, ambiguities, or conflicts in this Contract, Contractor shall hereafter have no claim for payment or compensation in excess of the Contract Price based upon discrepancies, errors, omissions, ambiguities, or conflicts in this Contract. Contractor shall be entitled only to a possible extension of the Contract Time, if applicable, as provided in this Contract and then only in those cases where Contractor can show that such discrepancies, errors, omissions, ambiguities, or conflicts (1) could not have been discovered by Contractor prior to execution of this Contract or prior to the performance of any of the Work affected by such discrepancy, error, omission, ambiguity, or conflict and (2) has caused an unavoidable delay. Information pertaining to subsurface, underground or other concealed conditions or obstructions, soils analysis, borings, test pits, buried structures, utility locations or conditions, conditions of existing structures, and similar site information or data and other investigations shown or indicated on the Contract Drawings, provided by Owner or Engineer, or otherwise made available to Contractor is not part of this Contract and, therefore, shall not constitute the basis for claims based upon discrepancies, errors, omissions, ambiguities, or conflicts in this Contract.

B. Investigation of Work Site. Contractor has had a sufficient opportunity to conduct a thorough inspection and investigation of the Work Site and the surrounding area and has completed such inspection and investigation to its satisfaction. Contractor has included in the Contract Price allowances and contingency amounts for difficulties or obstructions that may arise or be encountered in the performance of the Work, including without limitation adverse weather conditions, equipment breakdowns, subsurface, underground or other concealed conditions or obstructions, buried structures,

## CONTRACT AGREEMENT

utility locations or conditions, adverse soil conditions, and changed site conditions due to work by other contractors, and Contractor hereby waives all claims for, and hereafter shall have no claim for, payment or compensation in excess of the Contract Price based upon such difficulties or obstructions, or conditions at the Work Site or in the surrounding area except as expressly provided, and only to the limited extent set forth, in Sections 2.1 through 2.3 of the General Conditions of Contract. Contractor is responsible for dealing with conditions found at, and in the vicinity of, the Work Site, including subsurface, underground or other concealed conditions or obstructions, buried structures, utility locations or conditions, adverse soil conditions, changed conditions due to work by other contractors, and similar site conditions without any equitable adjustment in the Contract Price except as expressly provided, and only to the limited extent set forth, in Sections 2.1 through 2.3 of the General Conditions of Contract.

C. Authorization; Enforceable Obligations. This Contract constitutes the legal, valid, and binding obligation of Contractor, is fully enforceable against Contractor in accordance with its terms, will not violate any judgment, Law, or organizational or operating document and will not cause or constitute a default under any contractual obligation of Contractor or any lien, charge, encumbrance, or security interest upon any assets of Contractor.

D. Contractor's Certification. All the facts and information submitted by Contractor in connection with this Contract and its procurement are true and correct in all respects and, in particular, the statements contained in Contractor's Certification are true and correct.

E. Technical Ability to Perform. Contractor is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff, to provide, perform, and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

F. Financial Ability to Perform. Contractor is financially solvent, and Contractor has the financial resources necessary to provide, perform, and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

G. Time. Contractor is ready, willing, able, and prepared to begin the Work on the Commencement Date and the Contract Time is sufficient time to permit completion of the Work in full compliance with, and as required by or pursuant to, this Contract for the Contract Price, all with due regard to all natural and man-made conditions that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incident to the Work.

H. Acceptance of Allocation of Risks and Changes. Contractor acknowledges and agrees that risks are inherent in the Work of this Contract and changes are to be expected. Contractor acknowledges that this Contract contains specific allocations of responsibility for such risks and changes. Contractor acknowledges, agrees to, and accepts such risks and changes that are allocated to it and that Contractor

## CONTRACT AGREEMENT

is responsible for dealing with under this Contract without any equitable adjustment in the Contract Price or Contract Time.

I. No Collusion. The only Persons interested in this Contract as principals are those disclosed as such in the Bidder's Sworn Acknowledgment submitted to Owner by Contractor, and this Contract is made without collusion with any other Person.

J. No Default. Contractor is not in arrears to Owner upon any debt or contract and is not a defaulter as surety, contractor, or otherwise to any Person.

K. Not Barred. Contractor is not barred by law from contracting with Owner or with any unit of state or local government, and neither Contractor nor any Person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is acting, directly or indirectly, for or on behalf of any Person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any Person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism, and neither Contractor nor any Person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is, directly or indirectly, engaged in, or facilitating, the Work on behalf of any such Person, group, entity or nation.

L. Taxes and Benefits. Contractor has excluded from the Contract Price all state and local sales, use, and excise taxes. Contractor has included in the Contract Price, and has or will pay or cause to be paid out of the Contract Price, all other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits for Contractor's and its Subcontractors' employees.

M. Patent Costs. Contractor has included in the Contract Price, and has or will pay or cause to be paid out of the Contract Price, all costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions.

### **3.2 Affirmation of Other Warranties and Representations**

In addition to the foregoing warranties and representations, Contractor hereby acknowledges that Contractor has carefully read, reviewed, and understood, and hereby agrees to honor, the Warranty of the Work contained in Article III of the General Conditions of Contract as well as all other warranties and representations set forth in the Contract Documents.

**ARTICLE IV**  
**FINANCIAL ASSURANCES**

**4.1 Bonds**

A. Bonds Required. Contemporaneous with Contractor's execution of this Contract Agreement, Contractor shall provide a Performance Bond, a Labor and Material Payment Bond, and a Maintenance/Warranty Bond in the forms included in the Contract Documents, from a surety company licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide, each in the penal sum of the Contract Price, and such other bonds as and when required by Owner. Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while repairing, correcting, or replacing all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or that fails to meet warranty subject to correction by Contractor pursuant to Section 3.1 or Section 3.2 of the General Conditions of Contract, maintain and keep in force, at Contractor's expense, the Bonds required hereunder. All bonds provided by the Contractor and its subcontractors shall include a provision guarantying performance of the prevailing wage clause contained in the Contract. The Contractor shall insert into each subcontract a requirement that not less than the prevailing rate of wages shall be paid to all laborers, workers and mechanics performing work on the project and a requirement that each subcontractor insert a comparable requirement into each lower tiered subcontract.

B. No Release of Bond Obligations. No changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of either Owner or Contractor to the other in or to the terms of this Contract, in or to the Contract Drawings or Specifications, in or to the schedules, methods, or manner of performance of the Work, in or to Owner-furnished facilities, equipment, materials, services, or sites, or in or to the mode or manner of payment therefor, shall operate in any way to release Contractor or any surety or affect the obligation of either of them under any Bond required to be provided by Contractor. All notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances, and all notice of any and all defaults by Contractor, and all notice of Owner's termination of Contractor shall be waived by every surety under every Bond provided pursuant to this Contract.

**4.2 Insurance**

A. Insurance Required. Contemporaneous with Contractor's execution of this Contract Agreement, Contractor shall provide certificates and policies of insurance evidencing the insurance coverages set forth in Article IV of the General Conditions of Contract and Section 4 of the Special Conditions of Contract. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion.

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B. Additional Insureds. The insurance coverages required pursuant to this Contract shall name Owner, including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives, and the Persons identified in Section 4 of the Special Conditions of Contract as additional insured parties (the "Additional Insureds"). The coverage afforded the Additional Insureds shall be primary and non-contributory insurance for the Additional Insureds with respect to claims arising out of operations performed by or on behalf of Contractor. If the Additional Insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the insurance companies' liability under the insurance policies Contractor maintains shall not be reduced by the existence of such other insurance. All policies shall list the Owner as an additional insured and said coverage must specifically state it is primary and non-contributory.

### 4.3 Indemnification

To the fullest extent permitted by law, Contractor shall indemnify, save harmless, and defend Owner, Engineer, and the Additional Insureds against any and all lawsuits, claims, demands, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its Subcontractors' or Suppliers', performance of, or failure to perform, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Contractor, except to the extent caused by the sole negligence of Owner, Engineer, or the Additional Insureds, as the case may be, including, without limitation lawsuits, claims, demands, liabilities, losses, and expenses for or on account of:

1. Any delays or interference or damage to other contractors; and
2. Labor, equipment, materials, or supplies furnished under this Contract, including all liens or notices of liens on account thereof or Contractor's failure to remove or discharge same; and
3. Contractor's failure to obtain any required permits, licenses, approvals, or authorizations; and
4. Bodily injury, sickness, disease, or death sustained by any Person or Persons or injury or damage to, or loss or destruction of, any property; and
5. Any act or omission of Contractor or any of its Subcontractors or Suppliers, including but not limited to any failure to fulfill the terms of, or comply with, any

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Laws or to pay any taxes, contributions, or premiums;  
and

6. Infringement, alleged infringement, or use of patent rights in connection with the Work and the use by Owner of any equipment, materials, supplies, processes, or inventions furnished under this Contract.

The indemnification obligations of Contractor under this Section 4.3 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any such Subcontractor or Supplier under workers' compensation acts, disability benefit acts or other employee benefit acts. Contractor's obligations under this Section 4.3 shall survive termination or completion of this Contract.

### **4.4 Penalties**

Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its Subcontractors' or Suppliers', performance of, or failure to perform, the Work or any part thereof. Contractor may contest any such fines or penalties in administrative or court proceedings; provided, however, that Contractor shall pay such fines or civil penalties prior to such protest if payment is required prior to making such protest. Contractor shall be solely responsible for all costs, including attorneys' fees and administrative expenses, of protesting any such fines or civil penalties.

## **ARTICLE V** **CONTRACT PRICE AND PAYMENT**

### **5.1 Contract Price**

Owner shall pay to Contractor, in full satisfaction for providing, performing, and completing the Work, including such risks and changes in the Work that Contractor is responsible for dealing with under this Contract without any equitable adjustment in the Contract Price, subject to any additions or deductions provided for in this Contract, in current funds, the lump sum amount or amounts, if any, stated in the Schedule of Prices and, for each acceptable unit of each Unit Price Item, if any, installed and complete in place, measured on the basis provided in the Contract Drawings and Specifications, the Unit Price for such Unit Price Item stated in the Schedule of Prices.

### **5.2 Acceptance as Full Payment and Satisfaction**

Contractor shall accept the Contract Price in full satisfaction and payment for well and faithfully providing, performing, and completing within the Contract Time all the Work in compliance with, and as required by or pursuant to, this Contract, including such risks and changes in the Work that Contractor is responsible for dealing with under this Contract without any equitable adjustment in the Contract Price or Contract Time.

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The acceptance by Contractor of Final Payment shall operate as a full and complete release of Owner and Engineer of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Contractor for anything done, furnished for, arising out of, relating to, or in connection with the Work or for or on account of any act or neglect of Owner or Engineer arising out of, relating to, or in connection with the Work, except the claim against Owner for the unpaid balance, if any, of any amounts retained by Owner pursuant to the Special Conditions of Contract.

### **5.3 Method of Payment**

Progress and Final Payments shall be made to Contractor in accordance with, and subject to the terms and conditions set forth in, Article V of the General Conditions of Contract.

## **ARTICLE VI LEGAL RELATIONSHIPS AND REQUIREMENTS**

### **6.1 Binding Effect**

This Contract shall be binding upon Owner and Contractor and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns.

Contractor agrees that if Contractor is a joint venture, then each Person participating in such joint venture shall be individually, personally, severally, and jointly responsible and liable, financially, legally, and in all other respects, for the full and proper performance of each and every provision and requirement of this Contract, notwithstanding any arrangement, understanding, or agreement to the contrary, if any, whether disclosed to Owner or not, entered into by, between or among the Persons participating in such joint venture.

### **6.2 Relationship of the Parties**

Contractor, and its Subcontractors and Suppliers, shall act as independent contractors in providing, performing, and completing the Work. No right of supervision, requirement of approval, or other provision of this Contract and no subsequent conduct of Owner or Contractor shall be construed (1) to create the relationship of principal and agent, partners, or joint venturers between Owner and Contractor, or (2) except as provided in Paragraph 6.6B6 of the General Conditions of Contract, to create any relationship between Owner and any Subcontractor or Supplier of Contractor. The rights of Owner under this Contract, either directly or through Engineer, in the control of the quality and completeness of the Work shall not make Contractor, or any Subcontractor or Supplier of Contractor, an agent of Owner, and the liability of Contractor, and of all Subcontractors and Suppliers of Contractor, for all damages to persons or to public or private property arising from the provision, performance, or completion of the Work by Contractor, or any Subcontractor or Supplier of Contractor, shall not be lessened because of the existence, exercise, or the non-exercise of such rights.

### **6.3 Assignment**

A. Assignment by Contractor. Contractor shall not (1) assign this Contract in whole or in part, (2) assign any of Contractor's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract, without the prior express written consent of Owner, which consent may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written consent shall not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Any attempted or purported assignment made by Contractor without the written consent of Owner shall be void and of no force or effect and shall constitute a default under this Contract for which Owner shall have the right to invoke any of its remedies under Section 6.6 of the General Conditions of Contract. In no event shall Owner's consent to any assignment of this Contract or of any of Contractor's rights under this Contract, whether in whole or in part, operate as a release or satisfaction of Contractor's responsibility and liability for the provision, performance, and completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or for the proper performance of all other obligations of Contractor under this Contract, or for Contractor's liability on all representations and warranties made in or pursuant to this Contract. Contractor shall remain as fully responsible and liable for the acts, omissions, and performance of Contractor's assignee as Contractor is for its own acts, omissions, and performance.

B. Assignment by Owner. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Contractor. In the event of an assignment by Owner of any or all of its rights or obligations under this Contract, Owner shall be released from all liability with respect to the rights or obligations so assigned.

### **6.4 Confidential Information**

All information supplied by Owner or Engineer to Contractor for or in connection with this Contract or the Work shall be held confidential by Contractor and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Work. Neither Contractor nor any Subcontractor or Supplier shall own or be entitled to claim a copyright in the Contract or other documents prepared by Owner or Engineer.

Contractor shall identify any information supplied by it in providing, performing and completing the Work that is considered by it to be confidential or proprietary. Owner and Engineer shall not disclose any such designated confidential or proprietary information, unless such disclosure will not cause competitive harm, or such information was actually known to Owner or Engineer prior to its submission by Contractor, or such information was properly obtained or developed independently by Owner or Engineer, or Contractor consents to such disclosure. Notwithstanding the foregoing, Contractor acknowledges that Owner is subject to the Illinois Freedom of

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Information Act, 5 ILCS 140/1 et seq., and that no disclosure made in good faith by Owner pursuant to such Act shall be deemed to violate this Section.

### **6.5 Publicity**

Owner's name or insignia, photographs of the Work or the Work Site, or any other publicity pertaining to the Work shall not be used in any magazine, trade paper, newspaper, or other medium without the express written consent of Owner.

By entering the Work Site, Contractor personnel, including Subcontractor and Supplier personnel, irrevocably authorize and grant to Owner, and to its successors, agents, representatives, and assigns, the irrevocable and unrestricted right, permission, and authority to:

1. Use the likeness and/or voice of such personnel in photographs, time-lapse photography, film, video, digital recordings, and other media in any magazine, trade paper, newspaper, or other medium, whether now known or hereafter existing, including newsletters, brochures, viewbooks, movies, tapes, diskettes, promotional items, and websites, without prior approval or inspection, without payment, compensation, or any other consideration, including royalties, and without liability; and
2. Use, edit, alter, copy, exhibit, publish, broadcast, distribute, and otherwise reproduce, modify, and display such likenesses and/or voices, in whole or in part, for purposes of publicizing Owner's activities and for any other lawful purpose in any manner, media, and medium.

Contractor shall, upon request of Owner, execute, acknowledge, and deliver such further instruments and take such action as may be necessary, desirable, or proper to carry out more effectively the purposes of this Section 6.5.

### **6.6 No Waivers**

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate or approval by Owner or Engineer, nor any order by Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Work by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Contract, nor any other act or omission of Owner or Engineer shall constitute or be deemed to be

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an acceptance of any defective, damaged, flawed, unsuitable, nonconforming or incomplete Work, equipment, materials, or supplies, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

No notices required to be given to Owner under this Contract are intended to be waived by Owner, and no action or inaction by Owner or Engineer shall be construed as waiving any such notice.

### **6.7 No Third Party Beneficiaries**

No claim as a third party beneficiary under this Contract by any Person other than Contractor shall be made or be valid against Owner and Owner shall not be liable for or be held to pay any money to any such Person.

### **6.8 Notices**

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

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

DuPage Water Commission  
600 East Butterfield Road  
Elmhurst, Illinois 60126-4642  
Attention: General Manager  
may@dpwc.org

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

Airy's, Inc.  
21825 Cherry Hill Road  
Joliet, IL 60433

Attention: Stuart Jelm, Secretary

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

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

### **6.9 Governing Laws; Venue; Attorney's Fees**

This Contract and the rights of Owner and Contractor under this Contract shall be interpreted according to the internal laws of the State of Illinois. This Contract and the rights of Owner and Contractor under this Contract shall be interpreted according to the internal laws of the State of Illinois. The parties agree that all disputes between them, whether arising out of or related to the Contract or arising out of any statute, regulation or common law, will be litigated exclusively in the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois. The parties expressly consent to the exclusive jurisdiction and venue of such court, and covenant not to sue in any other court or tribunal, state, federal or otherwise. The parties waive their right to argue that this court is an inconvenient forum. In the event either party initiates litigation under or regarding this Contract or the Project, the substantially prevailing party shall be entitled to its reasonable attorney's fees and costs including, without limitation, expert witness costs. The determination of who is the substantially prevailing party and the amount that will be paid will be decided by the court that presides over the dispute. This section is intended to be severable and shall survive the termination of this agreement.

### **6.10 Changes in Laws**

Unless otherwise explicitly provided in this Contract, any reference to Laws shall include such Laws as they may be amended or modified from time to time.

### **6.11 Compliance with Laws and Grants**

A. Compliance with Laws. Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with the requirements of all governmental permits, licenses, or other approvals or authorizations that may be required in connection with providing, performing, and completing the Work and with all applicable Laws, including, without limitation, the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to this Contract); any other prevailing wages Laws; the Fair Labor Standards Act; any Laws regarding qualification to do business; any Laws requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any Laws prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. and the Public Works Employment Discrimination Act, 775 ILCS 10/1 et seq.; any Laws respecting the assumption of liability for taxes, contributions, and premiums for

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unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits for Contractor's and Subcontractors' employees; and any Laws regarding safety or the performance of the Work, including the Illinois Structural Work Act, the Illinois Underground Utility Facilities Damage Prevention Act, and the Occupational Safety and Health Act. Contractor shall keep itself fully informed of all Laws affecting this Contract; affecting those engaged or employed on the Work; affecting the equipment, materials, and supplies used in the Work; affecting the conduct of the Work; and affecting the rights, duties, powers, or obligations of Owner or of Contractor; and shall also keep itself fully informed of all orders, decrees, and other requirements of bodies or tribunals having any jurisdiction or authority over any of the foregoing. Contractor shall display all permits, licenses, and other approvals and authorizations as required by Law.

This Project is subject to the provisions of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*), providing for the payment of the prevailing rate of wage to all laborers, workmen and mechanics engaged in the Work. Contractor shall pay prevailing rates of wages in accordance with the Illinois Department of Labor's wage determination, and any subsequent determinations issued by the Illinois Department of Labor. These revisions may be accessed by computer at <https://labor.illinois.gov/laws-rules/conmed/prevailing-wage-rates.html>. Contractor is responsible for determining the applicable prevailing wage rates at the time of bid submission and at the time of performance of the Work. Failure of Contractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents. Contractor shall also comply with all other requirements of the Act including without limitation those pertaining to inclusion of required language in subcontracts, job site posting, maintenance and submission of certified payroll records and inspection of records. All certified payroll documents for this project shall be submitted directly to the Illinois Department of Labor ("IDOL") through the IDOL Certified Transcript of Payroll Portal, which can be accessed at: <https://labor.illinois.gov/laws-rules/conmed/certifiedtranscriptofpayroll.html>.

B. Compliance by Subcontractors and Suppliers. Contractor shall, at all times, cause all of its Subcontractors and Suppliers to observe and comply with all such Laws.

C. Noncompliance of Contract Documents. Contractor shall promptly examine the Contract Drawings and Specifications and other Contract Documents and report to Owner any respects in which it appears that any of them may fail to conform to any applicable Laws.

D. Verification of Compliance. At or before the time of Owner's Final Acceptance of the Work, Contractor shall deliver to Owner all certificates, receipts, or other evidences of approval, acceptance, or payment of fees that may be required to establish the compliance of the Work with all applicable Laws, permits, licenses, approvals, authorizations, or other requirements.

E. Provisions Deemed Inserted. Each and every provision required by Law to be inserted in this Contract shall be deemed to be inserted herein, and this

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Contract shall be read and enforced as though all such provisions were set out in full in this Contract. If through mistake or otherwise any such provision is not set out in this Contract, or is not correctly set out in this Contract, then upon the application of either Owner or Contractor, this Contract shall forthwith be physically amended to correctly set out such provision.

F. Compliance With Grant Conditions. Contractor shall comply with all conditions of, and all Laws applicable to, and all policies, practices, and procedures of Owner applicable to, any federal, state, or local grant received by Owner or by Contractor at any time with respect to this Contract or with respect to the provision, performance, or completion of the Work.

G. Regulatory Authority. Nothing in this Contract shall be construed to waive or limit any aspect of Owner's lawful authority to regulate the activities of Contractor, its Subcontractors, or any other Person or to regulate the Work, the Work Site, or any other matter falling within its lawful regulatory jurisdiction and powers. No review, inspection, test, audit, measurement, order, determination, decision, disapproval, approval, payment for, or use or acceptance of, the Work, or any other act or omission of Owner shall imply, create any interest in, be deemed to be the issuance of, or require Owner to issue any license or permit to Contractor or any Subcontractor.

### 6.12 Compliance with Patents

A. Patent Rights. Contractor shall do all things necessary to obtain such rights and licenses as may be necessary in connection with all costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions.

B. Effect of Contractor Being Enjoined. Should Contractor be enjoined from furnishing or using any equipment, materials, supplies, tools, appliances, devices, processes, or inventions supplied or required to be supplied or used under this Contract, Contractor shall promptly offer substitute equipment, materials, supplies, tools, appliances, devices, processes, or inventions in lieu thereof, of equal efficiency, quality, suitability, and market value, for review by Owner. If Owner should disapprove the offered substitutes and should elect, in lieu of a substitution, to have supplied, and to retain and use, any such equipment, materials, supplies, tools, appliances, devices, processes, or inventions as may by this Contract be required to be supplied, Contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary for Owner to use such equipment, materials, supplies, tools, appliances, devices, processes, or inventions without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should Contractor neglect or refuse to make any approved substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then Owner shall have the right to make such substitution, or Owner may pay such royalties and secure such licenses and charge the cost thereof against any money due Contractor from Owner or recover the amount thereof from Contractor and its surety or sureties notwithstanding that Final Payment may have been made.

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**6.13 Severability**

The provisions of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract, shall be in any way affected thereby. The unenforceability of any provision of this Contract in a specific situation shall not affect the enforceability of that provision in any other situation.

**6.14 Entire Agreement**

This Contract sets forth the entire agreement of Owner and Contractor with respect to the accomplishment of the Work and the payment of the Contract Price therefor, and there are no other understandings or agreements, oral or written, between Owner and Contractor with respect to the Work and the compensation therefor, nor was the making and execution of this Contract induced by any representation, statement, warranty, agreement, or action other than those expressed or explicitly referenced herein.

**6.15 Amendments**

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

**6.16 Counterparts**

This Contract is being executed in five original counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, Owner and Contractor have caused this Contract Agreement to be executed as of the day and year first written above.

Attest/Witness:

**DuPAGE WATER COMMISSION**

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

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

Paul D. May, P.E.

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

Title: General Manager

**CONTRACT AGREEMENT**

Attest/Witness:

**Airy's, Inc.**

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

By: \_\_\_\_\_  
Stuart Jelm

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

Title: Secretary

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 8,  
FOR SIGNATURE REQUIREMENTS**





**Resolution #:** R-99-25

**Account:** As Assigned by Task Order

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

**RCB RCB CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 11/13/2025

**Description:** **A Resolution Approving and Authorizing the Execution of a Master Agreement with GVW Engineers, Inc., for Professional Consulting Services**

**Agenda Section:** Engineering & Construction

**Originating Department:** Administration

As directed by the Board of Commissioners to engage additional consulting firms and update existing contract provisions.

Resolution No. R-42-22 would authorize the General Manager to enter into a master agreement with GVW Engineers, Inc. for professional consultation services in connection with various projects as they arise. This master agreement would allow the Commission to obtain from time-to-time professional consultation services in connection with the study of projects as delineated by the Commission.

This master agreement would allow for the ease of administration between the Commission and the consultant to work under pre-agreed terms, conditions, and rates for such discrete projects described in task orders to be approved by the Commission and Consultant.

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**Recommended Motion:**

To adopt Resolution R-99-25

DuPAGE WATER COMMISSION

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**RESOLUTION NO. R-99-25**

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A RESOLUTION APPROVING AND AUTHORIZING  
THE EXECUTION OF A MASTER AGREEMENT WITH GVW ENGINEERS, INC. FOR PROFESSIONAL  
CONSULTING 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 obtain from time to time, and GVW Engineers, Inc., desires to provide from time to time, professional consulting services in connection with the study of projects as delineated by the Commission; and

WHEREAS, for ease of administration, the Commission and Consultant desire to enter into a master contract setting forth the terms and conditions pursuant to which the Commission will obtain from time to time, and Consultant will provide from time to time, professional consulting services for such discrete projects as are delineated and described in Task Orders to be approved by the Commission and Consultant; and

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

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

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

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 THS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025

\_\_\_\_\_  
James F. Zay, Chairman

ATTEST:

\_\_\_\_\_  
Danna Mundall, Clerk  
Board/Resolutions/R-99-25.docx

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EXHIBIT 1

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**MASTER CONTRACT BETWEEN  
DuPAGE WATER COMMISSION  
AND  
GVW Engineers, Inc.  
FOR  
PROFESSIONAL ENGINEERING SERVICES**

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

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ATTACHMENT A – Description of Basic Services

ATTACHMENT B – Form of Task Order

**MASTER CONTRACT BETWEEN**  
**DuPAGE WATER COMMISSION**  
**AND**  
***GVW Engineers, Inc.***  
**FOR**  
**PROFESSIONAL ENGINEERING SERVICES**

In consideration of the mutual promises set forth below, the DuPage Water Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, a unit of local government created and existing under the laws of the State of Illinois (“Owner”), and GVW Engineers, Inc., 207E. Ohio St. #303, Chicago IL 60611, an Illinois Corporation, (“Consultant”), make this Contract as of the 21<sup>st</sup> day of November, 2025, and hereby agree as follows:

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

**1.1 Performance of the Services**

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

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

4. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with the recognized industry standards of professional practice and in full compliance with, and as required by or pursuant to, the Task Order for such Project and this Contract.

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

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

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

## **1.2 Commencement and Completion Dates**

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

## **1.3 Required Submittals**

A. Submittals Required. For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall submit to Owner all reports, documents, data, and information specifically set forth in the Task Order for such Project

or otherwise required to be submitted by Consultant under this Contract and shall, in addition, submit to Owner all such reports, documents, data, and information as may be requested by Owner to fully document the Services for such Project (“Required Submittals”).

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

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

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

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

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

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

## **1.6 Time**

For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant represents and warrants, by its approval of such Task Order, that it is ready, willing, able, and prepared to begin the Services on the Commencement Date set forth in the Task Order for such Project and that the Contract Time for such Task Order is sufficient time to permit completion of the Services in full compliance with, and as required by or pursuant to, the Task Order for such Project and this Contract for the Contract Price set forth in the Task Order for such Project.

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

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

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

include a provision binding the subcontractor to all provisions of the Task Order for such Project and this Contract.

C. Removal of Personnel and Subcontractors. For each Project delineated and described in a Task Order issued pursuant to this Contract, if any personnel or subcontractor fails to perform the part of the Services undertaken by it in accordance with this Contract or the applicable Task Order, Consultant shall immediately upon notice from Owner remove and replace such personnel or subcontractor. Consultant shall have no claim for damages, for compensation in excess of the Contract Price for such Task Order, or for a delay or extension of the Contract Time for such Task Order as a result of any such removal or replacement.

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

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

conditions identified in this paragraph and take all necessary precautions to guard against such potential hazards during its performance of the Services, including without limitation conducting employee safety training and education, posting warnings and instructions, testing and inspecting, and utilizing adequate protective and emergency systems, equipment, and devices, in as much safety remains Consultant's sole responsibility under this Contract. Consultant is directed to the Illinois Health and Safety Act, federal OSHA Regulations and Guidelines, including without limitation Occupational Safety & Health Standards and Construction Industry Safety & Health Regulations as outlined in Parts 1910 and 1926 of US Dept. of Labor Chapter XVII - Occupational Safety and Health Administration, Title 29, and US Dept. of Labor Document OSHA 2202 "OSHA Safety and Health Standards Digest," ANSI Standard B30.5-1968 as amended, ANSI Standard Z117.1-1995 as amended, and Illinois Department of Labor Rules and Regulations for a further description of these potentially hazardous conditions and the regulations applicable thereto.

3. Consultant is being notified of these potentially hazardous conditions so that Consultant may independently assess the potentially hazardous conditions and take the necessary precautions to ensure a safe workplace pursuant to this Contract and Consultant's legal obligations. Owner's notification of these potentially hazardous conditions should not be construed to be, nor interpreted as, an exclusive listing of the potentially hazardous conditions that could be encountered during the performance of the Services but, rather, such notice shall be construed to be, and interpreted as, exemplary only. Owner's notification of these potentially hazardous conditions should not be construed or interpreted as waiving Consultant's sole and complete responsibility for its workplace conditions on or in the vicinity of Owner's facilities and appurtenances or for providing and maintaining safe conditions at its workplace on or in the vicinity of Owner's facilities and appurtenances, including the safety of all persons and property during performance of the Services. This notification of potentially hazardous conditions is provided solely to assist Consultant in the performance of these duties, in the interest of maximum safety.
4. Consultant shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety measures and programs including enforcement of Federal and State safety requirements, in connection with construction work performed by Owner's construction contractors. Nor shall Consultant be responsible for the supervision of Owner's construction contractors, subcontractors or of any of their employees, agents and representatives of such

contractors, with respect to their construction means, methods, techniques, sequences or procedures, or for safety measures and programs including enforcement of Federal and State safety requirements, in connection with construction work; or for inspecting machinery, construction equipment and tools used and employed by contractors and subcontractors on Owner's construction projects and shall not have the right to stop or reject work without the thorough evaluation and approval of Owner. In no event shall Consultant be liable for the acts or omissions of Owner's construction contractors, subcontractors, employees, representatives, or any persons or entities performing any of the construction work, or for the failure of any of them to carry out construction work under contracts with Owner.

## **1.8 Owner's Responsibilities**

For each Project delineated and described in a Task Order issued pursuant to this Contract, Owner shall, at its sole cost and expense and except as otherwise provided in the Task Order for such Project: (a) designate in writing a person with authority to act as Owner's representative and on Owner's behalf with respect to the Services except those matters that may require Board approval of Owner; (b) provide to Consultant all criteria and full information as to Owner's requirements for the Project or work to which the Services relate, including Owner's objectives and constraints, schedule, space, capacity and performance requirements, and budgetary limitations relevant to the Project; (c) provide to Consultant all existing studies, reports, and other available data relevant to the Project; (d) arrange for access to and make all provisions for Consultant to enter upon public and private property as reasonably required for Consultant to perform the Services; (e) provide surveys describing physical characteristics, legal limitations, and utility locations for the Project and the services of geotechnical engineers or other consultants when such services are reasonably requested by Consultant, are necessary for the performance of the Services, and are not already provided for in the Task Order for the Project; (f) provide structural, mechanical, chemical, air and water pollution tests, test for hazardous materials, and other laboratory and environmental tests, inspections, and reports required by law to be provided by Owner in connection with the Project; (g) review and comment on all Required Submittals and other reports, documents, data, and information presented by Consultant; (h) except as otherwise provided in the Task Order for the Project, provide approvals from all governmental authorities having jurisdiction over the Project when such services are reasonably requested by Consultant, are necessary for the performance of the Services, and are not already provided for in the Task Order for the Project; (i) except as provided in Article IV of this Contract, provide all accounting, insurance, and legal counseling services as may be necessary from time to time in the sole judgment of Owner to protect Owner's interests with respect to the Project; (j) attend Project related meetings; and (k) give prompt written notice to Consultant whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of the Services, provided, however, that failure to give such notice shall not relieve Consultant of any of its responsibilities under the Task Order for the Project or this Contract. Information as to the location of Owner's existing facilities and

data and recommendations received from other consultants have been indicated or provided solely for the convenience of Consultant. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of such information and such information is not guaranteed.

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

A. Termination or Suspension for Convenience. Owner shall have the right, for its convenience, to terminate or suspend the Services under any Task Order in whole or in part at any time by providing at least fifteen (15) days prior written notice to Consultant. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Consultant shall, as and to the extent directed, stop Services under such Task Order, cease all placement of further orders or subcontracts under such Task Order, terminate or suspend Services under existing orders and subcontracts for such Task Order, and cancel any outstanding orders or subcontracts under such Task Order that may be canceled. Consultant shall be entitled to additional compensation or the right to terminate such Task Order in the event of any suspension that exceeds a period of 90 days.

B. Payment for Completed Services. In the event of any termination pursuant to Subsection 1.9A above, or in the event of Consultant's termination for Owner's breach pursuant to Section 6.1 below, Owner shall pay Consultant (1) such direct costs, including overhead, as Consultant shall have paid or incurred for all Services done in compliance with, and as required by or pursuant to, such Task Order and this Contract up to the effective date of termination; and (2) such other costs pertaining to the Services, exclusive of overhead and profit, as Consultant may have reasonably and necessarily incurred as the result of such termination. Any such payment shall be offset by any prior payment or payments under such Task Order and shall be subject to Owner's rights to withhold and deduct as provided in this Contract.

## **ARTICLE II CHANGES AND DELAYS**

### **2.1 Changes**

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

## **2.2 Delays**

For any delay that may result from causes that could not be avoided or controlled by Consultant for each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for such Task Order for a period of time equal to the delay resulting from such unavoidable cause and an equitable adjustment in the Contract Price for such Task Order. No extension of the Contract Time for such Task Order shall be allowed for any other delay in completion of the Services. Consultant shall not be liable for any excess costs if the failure to perform its obligations under this Contract or any Task Order arises from causes beyond the control and without the fault or negligence of Consultant, including without limitation failure to reasonably mitigate any adverse impacts ("Force Majeure Events"). Force Majeure Events include the following: Acts of God, fires, floods, earthquake, other natural disasters, epidemics and pandemics (other than COVID-19 or variants), abnormal weather conditions beyond the parameters otherwise set forth in this Section, nuclear accidents, strikes, lockouts, freight embargos, interruptions in service by a regulated utility, or governmental statutes or regulations enacted or imposed after the fact (together, "force majeure events"). Any Force Majeure Event with a duration in excess of 30 days entitles either party to terminate this Contract with written notice to the other party, without incurring any additional liability or responsibility.

## **2.3 No Constructive Change Orders**

For each Project delineated and described in a Task Order issued pursuant to this Contract, no claims for equitable adjustments in the Contract Price or Contract Time for such Task Order shall be made or allowed unless embodied in a Change Order. If Owner fails to issue a Change Order for such Task Order including, or fully including, an equitable adjustment in the Contract Price or Contract Time to which Consultant claims it is entitled, or, if Consultant believes that any requirement, direction, instruction, interpretation, determination, or decision of Owner entitles Consultant to an equitable adjustment in the Contract Price or Contract Time that has not been included, or fully included, in a Change Order for such Task Order, then Consultant shall submit to Owner a written request for the issuance of, or revision of, a Change Order for such Task Order, including the equitable adjustment, or the additional equitable adjustment, in the Contract Price or Contract Time that Consultant claims has not been included, or fully included, in a Change Order for such Task Order. Such request shall be submitted before Consultant proceeds with any Services for which Consultant claims an equitable adjustment is due. Consultant shall either execute or object in writing to any requested Change Order within fifteen business days. If not, the Change Order will be deemed objected by Consultant.

**ARTICLE III**  
**CONSULTANT'S RESPONSIBILITY FOR DEFECTIVE SERVICES**

**3.1 Standard of Care**

A. Standard of Care. Consultant represents that the Services and all of its components shall conform to the requirements of this Contract; and shall be performed in accordance with recognized industry standards of professional practice, care, and diligence practiced by reputable consulting firms in performing services of a similar nature in existence at the time of performance of the Services for a similar type of owner operating similar facilities. EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT, THE SERVICES ARE PROVIDED "AS IS" AND CONSULTANT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

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

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

**3.2 Corrections**

For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall be responsible for the quality, technical accuracy, completeness and coordination of all reports, documents, data, information and other items and services under the Task Order for such Project and this Contract. Consultant shall, promptly and without charge, provide all corrective Services necessary for those Services that are defective or otherwise fail to meet the requirements under the Task Order for such Project and this Contract.

**3.3 Risk of Loss**

INTENTIONALLY OMITTED.

**ARTICLE IV**  
**FINANCIAL ASSURANCES**

**4.1 Insurance**

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

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

1. Worker's Compensation and Employer's Liability with limits not less than:
  - (a) Worker's Compensation: Statutory;
  - (b) Employer's Liability:
    - \$500,000 injury-per occurrence
    - \$500,000 disease-per employee
    - \$500,000 disease-policy limit

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

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

All employees shall be included as insureds.

3. Commercial General Liability with coverage written on an “occurrence” basis and with limits no less than:
  - (a) Each Occurrence: \$1,000,000
  - (b) General Aggregate: \$2,000,000
  - (c) Completed Operations Aggregate: \$2,000,000
  - (d) Personal Injury: \$1,000,000

Coverages shall include:

- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of this Contract)

4. Professional Liability Insurance. With a limit of liability of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate and covering Consultant against all sums that Consultant may be obligated to pay on account of any liability arising out of Consultant’s negligence or willful misconduct under the Contract and each Task Order issued pursuant to this Contract. Such insurance, or such insurance as may then be commercially available in the marketplace, shall be maintained for a one year period from and after Final Payment.
5. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.
6. Owner as Additional Insured. Owner shall be named as an Additional Insured on the following policies:

Commercial Motor Vehicle Liability

Commercial General Liability

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

## **4.2 Indemnification**

For each Project delineated and described in a Task Order issued pursuant to this Contract, each party shall, without regard to the availability or unavailability of any insurance, either of Owner or Consultant, indemnify, save harmless, and defend the other party from and against any and all third-party lawsuits, claims, demands, damages, liabilities, losses, and expenses, including reasonable attorneys' fees and administrative expenses, to the extent arising from: (i) the negligence or willful misconduct of the indemnifying party in its performance of its obligations under this Contract or any Task Order; (ii) the indemnifying party's violation of applicable laws, rules, or regulations; or (iii) personal injury, death, or damage to real or personal property arising from the indemnifying party's negligence or willful misconduct; , in each case, except to the extent caused by the negligence or willful misconduct of the other party.

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

### **5.1 Contract Price**

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

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

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

### **5.3 Progress Payments**

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

B. Pay Requests. Consultant shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner an invoice accompanied by such receipts, vouchers, and other documents as may be necessary to establish Consultant's

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

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

For each Project delineated and described in a Task Order issued pursuant to this Contract, the Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by Owner of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed. The Services or each phase of the Services, as the case may be, shall be deemed accepted by Owner if not objected to in writing within 30 days after submission by Consultant of the Services or such phase of Services for final acceptance and payment plus, if applicable, such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the Services, or phase of Services, as the case may be. For each Project delineated and described in a Task Order issued pursuant to this Contract, Owner shall pay to Consultant, as soon as practicable after final acceptance, the balance of the Contract Price or, if the Services are to be performed in separate phases, the balance of that portion of the Contract Price with respect to such phase of the Services, after deducting therefrom all charges against Consultant as provided for in this Contract ("Final Payment"). For each Project delineated and described in a Task Order issued pursuant to this Contract, the acceptance by Consultant of Final Payment with respect to the Services or a particular phase of Services under such Task Order, as the case may be, shall operate as a full and complete release of Owner of and from any and all claims for payment of, by, or to Consultant for anything done, furnished for, arising out of, relating to, or in connection with the Services or a particular phase of Services under such Task Order.

#### **5.5 Deductions**

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, for each Project delineated and described in a Task Order issued pursuant to this Contract, Owner shall have the right at any time or times, whether before or after approval of any pay request, to deduct and withhold from any Progress or Final Payment that may be or become due under such Task Order such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Services that are

defective, damaged, flawed, unsuitable, nonconforming, or incomplete, or contain errors; (2) damage for which Consultant is liable under this Contract and not covered by insurance; (3) liens or claims of lien regardless of merit unless bonded over by Consultant or unless such liens were a result of Owner's failure to comply with its payment obligations in this Contract; (4) delay in the progress or completion of the Services unless due to causes that could not be avoided or controlled by Consultant; (5) inability of Consultant to complete the services due to no fault of Owner or its employees, agents, and contractors; (6) failure of Consultant to properly complete or document any pay request; or (7) any other failure of Consultant to perform any of its obligations under the Task Order for such Project and this Contract; provided, however, that Owner has provided Consultant with advance written notice of any such event, and Consultant has failed to cure or if efforts to cure with due diligence such matter within ten business days after receipt of such written notice.

B. Use of Withheld Funds. Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.5A above until Consultant shall have either performed the obligations in question or furnished security for such performance satisfactory to Owner. If Consultant has not engaged in good faith efforts to cure such breach within ten business days after receipt of written notice from Owner as provided herein, or if Consultant fails to timely engage in its indemnification obligations pursuant to Section 4.2, Owner shall be entitled to apply any money withheld or any other money due Consultant under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, reasonable attorneys' fees, and reasonable administrative expenses incurred, suffered, or sustained by Owner and chargeable to Consultant under this Contract.

## **5.6 Accounting**

For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall keep accounts, books, and other records related to its performance of the Services, including those of all its billable charges and costs incurred in performing the Services, in accordance with generally accepted accounting practices, consistently applied, and in such manner as to permit verification of all entries in accordance with this Section 5.6. Consultant shall make all such material available for inspection by Owner (at Owner's expense), during this Contract and for a period of one year following termination of this Contract or any Task Order issued pursuant to this Contract for the sole purpose of Owner verifying Consultant's compliance under this Contract; provided, however, Owner shall provide Consultant at least fifteen (15) business days' prior written notice of its intent to inspect the documentation, such inspection must occur within Consultant's normal business hours, and shall not unreasonably interfere with Consultant's normal business operations. Copies of such material shall be made available for review, at Owner's expense, upon request.

## **ARTICLE VI REMEDIES**

### **6.1 Termination for Default**

In the event that either party has breached any of its obligations of the Task Order for such Project or this Contract (“Event of Default”), and has failed to cure or start to cure with due diligence any such Event of Default within ten business days after the breaching party’s receipt of written notice of such Event of Default, then the non-breaching party shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to immediately terminate the applicable Task Order and/or this Contract without incurring any additional liability or responsibility. Owner may also pursue any one or more of the following remedies:

1. Owner may require Consultant, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Services that are defective, nonconforming or incomplete, or contain errors; to accelerate all or any part of the Services; and to take any or all other action necessary to bring Consultant and the Services into compliance with this Contract.
2. Owner may accept the Services that are defective, nonconforming, incomplete, or dilatory, or contain errors, or part thereof, and make an equitable reduction in the Contract Price.
3. Owner may withhold from any Progress Payment or Final Payment in accordance with this Agreement, whether or not previously approved.
4. If Owner terminates this Contract due to Consultant’s Event of Default, Owner may seek recovery of direct damages actually incurred by Owner in completing or correcting the Services.

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

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

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

### **7.1 Binding Effect**

This Contract, and all Task Orders issued pursuant to this Contract, shall be binding upon Owner and Consultant and upon their respective affiliates, subsidiaries, and

permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to its affiliates, subsidiaries and permitted successors.

## **7.2 Relationship of the Parties**

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

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

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

Consultant hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Consultant has, in procuring this Contract, colluded with any other person, firm, or corporation, then Consultant shall be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, be null and void.

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

#### **7.4 Assignment**

Consultant shall not (1) assign this Contract or any Task Order issued pursuant to this Contract, in whole or in part, (2) assign any of Consultant's rights or obligations under this Contract or any Task Order issued pursuant to this Contract, or (3) assign any payment due or to become due under this Contract or any Task Order issued pursuant to this Contract without the prior express written approval of Owner, which shall not be unreasonably withheld, conditioned, or delayed; provided, however, that Owner's prior written approval shall not be required for: (i) assignment of this Contract, in its entirety, to an affiliate or in connection with a merger, acquisition, corporate reorganization, or the sale of all or substantially all of its assets related to this Contract; or (ii) assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract or any Task Order issued pursuant to this Contract, in whole or in part, or any or all of its rights or obligations under this Contract or any Task Order issued pursuant to this Contract, without the consent of Consultant.

#### **7.5 Confidential Information**

The term "Confidential Information" shall mean information in the possession or under the control of a disclosing party ("Disclosing Party") relating to the technical, business, or corporate affairs of the Disclosing Party; Disclosing Party property; user information, including, but not limited to, information pertaining to usage of computer systems, including and without limitation, any information obtained from server logs or other records of electronic or machine-readable form; and the existence of, and terms and conditions of, this Contract. The term "Confidential Information" shall not include information that can be demonstrated: (1) to have been rightfully in the possession of the receiving party ("Receiving Party") from a source other than the Disclosing Party prior to the time of disclosure of such information to the Receiving Party pursuant to this Contract and without an obligation of non-disclosure or confidentiality ("Time of Disclosure"); (2) to have been in the public domain prior to the Time of Disclosure; (3) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Contract on the part of the Receiving Party; or (4) to have been supplied to the Receiving Party after the Time of Disclosure without restriction by a third party who is under no obligation to the Disclosing Party to maintain such information in confidence. The Receiving Party acknowledges that it shall, in performing its obligations and responsibilities under this Agreement, have access, or be directly or indirectly exposed, to the Disclosing Party's Confidential Information. The Receiving Party shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without the express prior written consent of the Disclosing Party, except as necessary to perform its obligations under this Agreement. The Receiving Party shall use reasonable measures and degree of care at least as strict as those the Disclosing Party uses to protect its own confidential information, but in no less than a reasonable degree of care. Such measures shall include, without limitation, requiring employees and subconsultants of the Receiving Party to execute a non-disclosure agreement before obtaining access to Confidential Information. For each Project delineated and described in a Task Order issued pursuant to this

Contract, all information supplied by Owner to Consultant for or in connection with the Task Order for such Project or the Services under such Task Order shall be held confidential by Consultant and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Services under such Task Order.

## **7.6 Security**

A. Description. For security purposes, Owner investigates the background of personnel at its facilities and personnel engaged to perform certain off-site services and implements other security measures as it determines are necessary from time to time ("Security Program"). To obtain authorization to work at Owner's facilities or to be engaged to perform Services under a Task Order issued pursuant to this Contract, Consultant and its subcontractors must comply with the requirements of Owner's Security Program provided to Consultant in writing. Consultant shall remain as fully responsible and liable for the acts and omissions of all subcontractors and their respective agents and employees in connection with Owner's Security Program as it is for its own acts and those of its agents and employees.

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

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

No Consultant personnel, including subcontractor personnel, will be granted unescorted access to Owner's facilities, nor shall any Consultant personnel, including subcontractor personnel, be engaged to perform Services under a Task Order issued pursuant to this Contract for which such Task Order requires the background of off-site personnel to be investigated, until any background investigation required by Owner has been successfully completed. Owner reserves the right to order Consultant to remove from Owner's facilities any personnel, including subcontractor personnel, who Owner

determines pose a threat to the security of Owner or its facilities. Any such person so removed shall not be engaged again on the Services.

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

D. Identification Badges. Owner shall issue identification badges to all Consultant personnel, including subcontractor personnel. All such personnel shall pick up their identification badges prior to entry onto Owner's property and shall return the badges at the end of each work day. All such personnel shall wear the identification badges in a prominent manner at all times when working on Owner property.

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

#### **7.7 No Waiver**

No waiver of any term or right in this Contract or any Task Order will be effective unless in writing, signed by an authorized representative of the waiving party. The failure of either party to enforce any provision of this Contract or any Task Order will not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this Contract or Task Order thereafter. Owner's payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Services by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under the Task Order for such Project or this Contract shall constitute or be deemed to be an acceptance of any Services which are defective, nonconforming, or incomplete or contain errors, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Consultant.

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

This Contract is entered into solely for the benefit of the parties hereto, and nothing herein is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish, or impose any legal duty or obligation to any third party. No claim as a third party beneficiary under this Contract or under any Task Order issued pursuant to this Contract by any person, firm, or corporation other than the parties hereto shall be made or be valid against either party.

#### **7.9 Notices**

All notices required or permitted to be given under this Contract shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a

business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

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

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

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

GVW Engineers, Inc.  
207 E. Ohio St. #303  
Chicago, IL 60611  
Attention: Brian R. Goldman, P.E., President, Principal

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

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

#### **7.10 Governing Laws**

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

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

INTENTIONALLY OMITTED.

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

For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and

regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall also comply with all conditions of any federal, state, or local grant received by Owner or Consultant with respect to such Project or the Services under the Task Order for such Project, provided that Owner furnishes a copy of any such conditions prior to the execution of any Task Order.

### **7.13 Documents**

For each Project delineated and described in a Task Order issued pursuant to this Contract, drawings, plans, specifications, photos, reports, information, observations, calculations, notes and any other reports, documents, data or information, in any form, prepared, collected, or received by Consultant in connection with any or all of the Services (the “Documents”) shall, upon payment to Consultant of all amounts due under such Task Order, except for any Pre-Existing Works (as defined herein) be and remain the property of Owner and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Services; provided, however, that any use thereof by Owner for purposes other than specifically anticipated in Consultant’s scope of Services, or Owner’s use of incomplete software, systems, drawings, specifications, or other related materials without the express written authorization of Consultant, shall be at Owner’s sole risk, liability, and cost. “Pre-Existing Works” shall mean: (i) any Confidential Information of Consultant; and (ii) any inventions, technology, documents, computer code, materials, text, graphics, discoveries, processes, techniques, methods, ideas, concepts, research, content, information, data, or other work product developed, created, prepared, produced, authored, edited, modified, conceived, reduced to practice, or otherwise obtained by Consultant, whether or not in collaboration with Owner or other parties, prior to the performance of Services or independently of the performance of Services. To the extent that any Pre-Existing Works are required to facilitate the operation or usefulness of the Documents and results of the Services, subject to Owner’s payment of all invoices hereunder, Consultant hereby grants a worldwide, perpetual, irrevocable, sublicensable, non-exclusive, pre-paid, royalty-free license to Owner to use or disseminate such Pre-Existing Works in connection with the Documents. Owner shall not use any Pre-Existing Works for any purposes beyond the scope of the licenses granted in this Contract. At Owner’s request, or upon termination of this Contract or any Task Order issued pursuant to this Contract, and upon payment to Consultant of all amounts due under a Task Order, the Documents shall be delivered promptly to Owner. Consultant shall have the right to retain copies of the Documents for its files. Consultant shall maintain files of all Documents unless Owner shall consent in writing to the destruction of the Documents.

Nothing in this paragraph shall constitute or be constructed to be any representation by the Consultant that the work product is suitable in any way for any other

project except the one detailed in this Contract. Any reuse by the Owner shall be at the Owners sole risk and without liability or legal exposure to Consultant.

#### **7.14 Time**

For each Project delineated and described in a Task Order issued pursuant to this Contract, the Contract Time is of the essence of the Task Order for such Project and this Contract. Except where otherwise stated, references in the Task Order for such Project or this Contract to days shall be construed to refer to calendar days.

#### **7.15 Severability**

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

#### **7.16 Entire Agreement**

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

#### **7.17 Amendments**

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

#### **7.18 Cumulative Remedies**

Unless expressly provided to the contrary in this Contract, each and every one of the rights, remedies, and benefits provided by this Contract shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

#### **7.19 Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT FOR A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT, TORT OR OTHERWISE, FOR ANY

SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, LOST PROFITS OR REVENUE, ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT OR ANY TASK ORDER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR INDEMNIFICATION OBLIGATIONS, EACH PARTY'S LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNTS PAID OR PAYABLE TO CONSULTANT UNDER THE TASK ORDER RELATED TO THE CLAIM.

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

(SEAL)

Attest/Witness:

**DUPAGE WATER COMMISSION**

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

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

Paul D. May, P.E.

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

Title: General Manager

Attest/Witness:

**GVW ENGINEERS, INC.**

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

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

Brian R. Goldman, P.E.

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

Title: President, Principal

## ATTACHMENT A

### **DESCRIPTION OF BASIC SERVICES**

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

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

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

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

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



ATTACHMENT B

**FORM OF TASK ORDER**

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission (“Owner”) and GVW Engineers, Inc. (“Consultant”), for Professional Engineering Services dated August 21, 2025 (the “Contract”), Owner and Consultant agree as follows:

1. **Project:**

[Insert Title, Description and Scope of the Project]

2. **Services of Consultant:**

A. Basic Services:

[Incorporate applicable Attachment A paragraphs -- either by reference or in their entirety **OR** describe other basic services]

B. Additional Services:

[Describe additional services to be provided or state “none”]

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

[List or state “none”]

4. **Commencement Date:**

the date of execution of this Task Order by Owner.

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

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

\_\_\_\_\_, 202\_.

5. **Completion Date:**

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

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

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

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

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

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

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

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

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

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

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

6. **Submittal Schedule:**

Submittal:

Due Date:

7. **Key Project Personnel:**

Names:

Telephone:

8. **Contract Price:**

LUMP SUM TASK ORDER

***For use with single phase projects or multiple phase projects with single lump sum cost:***

For providing, performing, and completing all Services, the total Contract Price of:

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents  
(in writing) (in writing)

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents  
(in figures) (in figures)

***For use with multiple phase projects with separate lump sum amounts:***

For providing, performing, and completing each phase of Services, the following lump sum amount set forth opposite each such phase:

<u>Phase</u>	<u>Lump Sum</u>
Study and Report	\$
Preliminary Design	\$
Final Design	\$
Bidding/Negotiation	\$
Construction	\$
Operational	\$
_____	\$

COST PLUS FIXED FEE TASK ORDER

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

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

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

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

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

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

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 \_\_\_\_\_ 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 \$\_\_\_\_\_, except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.

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

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

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

9. **Payments:**

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

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

Consultant shall, not later than 10 days after execution of this Task Order and before submitting its first pay request, submit to Owner a schedule showing the value of each component part of such Services in form and with substantiating data acceptable to Owner ("Breakdown Schedule"). The sum of the items listed in the Breakdown Schedule shall equal the amount set forth in the Schedule of Prices. An unbalanced Breakdown Schedule providing for overpayment of Consultant on component parts of the Services to be performed first will not be accepted. The Breakdown Schedule shall be revised and resubmitted until acceptable to Owner. No payment shall be made for Services until Consultant has submitted, and Owner has approved, an acceptable Breakdown Schedule.

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

**OR**

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

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

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

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

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

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

Reimbursable Expenses shall mean the actual expenses incurred by Consultant directly or indirectly in connection with the Project, including expenses for transportation, telephone, postage, computer time and other highly specialized equipment, reproduction and similar Project related items.

Payments for each phase of Services shall be based upon the following percentage of the total cost or estimated Construction Cost of the Project set forth opposite each such phase:

Study and Report	_____ %
Preliminary Design	_____ %
Final Design	_____ %
Bidding/Negotiation	_____ %
Construction	_____ %
Operational	_____ %
_____	_____ %

10. **Special Safety Requirements:**

[state "none" or:

Even though Consultant is required to independently assess the potentially hazardous conditions at its workplace on or in the vicinity of Owner's facilities and appurtenances and take the necessary precautions to ensure a safe workplace pursuant to the Contract and Consultant's legal obligations, Consultant is reminded that one of the purposes of the Project is to ***[DESCRIBE SPECIAL CIRCUMSTANCES]*** and, therefore, it would be reasonable to assume that ***[DESCRIBE SPECIAL HAZARDS]*** at any time during the Services. Consultant must ensure that all personnel observe all appropriate safety precautions when working on or in the vicinity of Owner's facilities and appurtenances, and shall:

- i. ***[DESCRIBE SPECIAL REQUIREMENTS].***
- ii. ***[DESCRIBE SPECIAL REQUIREMENTS].***

11. **Modifications to Contract:**

[Describe Contract modifications or state "none"]

12. **Attachments:**

[List or state "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 \_\_\_\_\_, 202\_.

DUPAGE WATER COMMISSION

By: \_\_\_\_\_  
Paul D. May, P.E.  
General Manager

COMMISSION DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: ***Commission Representative TBD***

Title:

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

E-mail Address:

Phone:

Fax: (630) 834-0120

Task Order No. \_\_\_\_

GVW Engineers, Inc.

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

Name: \_\_\_\_\_

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

CONSULTANT DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name:

Title:

Address:

E-mail Address:

Phone:

Fax:



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## MEMORANDUM

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**To:** Paul May, General Manager  
**From:** Cheryl Peterson, Financial Administrator  
**Date:** 11/10/2025  
**Subject:** Accounts Payable Listings

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Following is a summary of the Accounts Payable to be considered at the November 20, 2025, Commission meeting:

October 8, 2025, to November 10, 2025, A/P Report	\$11,274,994.09
Accrued and estimated payments required before December 2025 Commission meeting	<u>5,548,075.00</u>
Total	<u><u>\$16,823,069.09</u></u>

cc: Chairman and Commissioners



# Board Open Payable Report

As Of 11/10/2025

Summarized by Payable Account

Payable Number	Description	Post Date	Payable Amount	Payable Count	Net Amount
<b>Payable Account: 01-211000 - ACCOUNTS PAYABLE</b>					
<b>Vendor: 2460</b>	<b>Action Screen Print &amp; Embroidery</b>			<b>Payable Count: (2)</b>	<b>6,896.00</b>
<a href="#">55697</a>	Carhartt Mesh Back Caps	10/21/2025	3,646.00		3,646.00
<a href="#">55761</a>	Carhartt Watch Cap	10/31/2025	3,250.00		3,250.00
<b>Vendor: 2228</b>	<b>Altorfer Industries, Inc.</b>			<b>Payable Count: (1)</b>	<b>1,340.79</b>
<a href="#">TM560019146</a>	Repair Fluid Leak on Backhoe	10/30/2025	1,340.79		1,340.79
<b>Vendor: 2283</b>	<b>BMO HARRIS CREDIT CARD</b>			<b>Payable Count: (1)</b>	<b>6,618.92</b>
<a href="#">INV0008599</a>	Combined Statements: October 2025	10/31/2025	6,618.92		6,618.92
<b>Vendor: 1179</b>	<b>CHICAGO TRIBUNE</b>			<b>Payable Count: (1)</b>	<b>1,044.00</b>
<a href="#">126429320000</a>	Legal Notice: Annual Treasurer's Report	10/31/2025	1,044.00		1,044.00
<b>Vendor: 1091</b>	<b>CINTAS FIRST AID &amp; SAFETY</b>			<b>Payable Count: (1)</b>	<b>4,414.27</b>
<a href="#">8407873996</a>	FIRST AID SUPPLIES	10/31/2025	4,414.27		4,414.27
<b>Vendor: 1135</b>	<b>CITY OF CHICAGO SUPERINTENDENT OF WATER COLLECTION</b>			<b>Payable Count: (1)</b>	<b>11,138,689.86</b>
<a href="#">INV0008606</a>	WATER BILLING: October 2025	10/31/2025	11,138,689.86		11,138,689.86
<b>Vendor: 1821</b>	<b>COLLEY ELEVATOR COMPANY</b>			<b>Payable Count: (1)</b>	<b>1,760.00</b>
<a href="#">288689</a>	Annual Elevator Service Contract	11/10/2025	1,760.00		1,760.00
<b>Vendor: 1240</b>	<b>DOOR SYSTEMS, INC.</b>			<b>Payable Count: (1)</b>	<b>2,268.00</b>
<a href="#">960132</a>	Overhead Door Repairs	10/30/2025	2,268.00		2,268.00
<b>Vendor: 2574</b>	<b>Endeavor Health Elmhurst</b>			<b>Payable Count: (1)</b>	<b>1,563.00</b>
<a href="#">INV0008602</a>	Medical Exam Fees	10/31/2025	1,563.00		1,563.00
<b>Vendor: 2171</b>	<b>Friendly Ford</b>			<b>Payable Count: (4)</b>	<b>423.15</b>
<a href="#">136685</a>	Vehicle Maint: M239088	10/16/2025	233.38		233.38
<a href="#">137361</a>	Vehicle Maint: Unit #36	10/31/2025	75.57		75.57
<a href="#">137402</a>	Vehicle Maint: Ford Explorer	11/10/2025	40.04		40.04
<a href="#">312370</a>	Hood Struts for Unit #34	11/10/2025	74.16		74.16
<b>Vendor: 2560</b>	<b>GFL Environmental Services USA, LLC</b>			<b>Payable Count: (1)</b>	<b>629.00</b>
<a href="#">LQ03099728</a>	Waste Disposal	10/30/2025	629.00		629.00
<b>Vendor: 1055</b>	<b>GRAINGER</b>			<b>Payable Count: (4)</b>	<b>5,940.48</b>
<a href="#">9697085281</a>	Pipeline Supplies	11/04/2025	2,970.26		2,970.26
<a href="#">9697085299</a>	Pipeline Supplies	11/04/2025	1,319.42		1,319.42
<a href="#">9697605740</a>	Maintenance Supplies	11/04/2025	932.05		932.05
<a href="#">9699610672</a>	Maintenance Supplies	11/06/2025	718.75		718.75
<b>Vendor: 1068</b>	<b>HACH COMPANY</b>			<b>Payable Count: (1)</b>	<b>10,964.70</b>
<a href="#">14717191</a>	Water Quality Supplies	10/21/2025	10,964.70		10,964.70
<b>Vendor: 1368</b>	<b>HECTOR VILLEGAS</b>			<b>Payable Count: (1)</b>	<b>1,261.54</b>
<a href="#">INV0008600</a>	Expense Reimbursement: NACE CP1 Tester	10/31/2025	1,261.54		1,261.54
<b>Vendor: 1063</b>	<b>ILLINOIS SECTION AWWA</b>			<b>Payable Count: (5)</b>	<b>1,000.00</b>
<a href="#">200101026</a>	Leadership Training Series	10/14/2025	200.00		200.00
<a href="#">200101034</a>	Leadership Training Series	10/14/2025	200.00		200.00
<a href="#">200101035</a>	Leadership Training Series	10/14/2025	200.00		200.00
<a href="#">200101036</a>	Leadership Training Series	10/14/2025	200.00		200.00
<a href="#">200101037</a>	Leadership Training Series	10/14/2025	200.00		200.00
<b>Vendor: 1054</b>	<b>MCMMASTER-CARR SUPPLY COMPANY</b>			<b>Payable Count: (2)</b>	<b>1,405.22</b>
<a href="#">53649455</a>	Pipeline Supplies	10/21/2025	389.20		389.20

**Board Open Payable Report**

**As Of 11/10/2025**

Payable Number	Description	Post Date	Payable Amount	Net Amount
<a href="#">53656990</a>	Pipeline Supplies	10/21/2025	1,016.02	1,016.02
<b>Vendor: <a href="#">2198</a></b> <a href="#">52321</a>	<b>Mecon Industries, Inc.</b> Valve Replacement	10/31/2025	5,909.56	<b>Payable Count: (1)</b> 5,909.56
<b>Vendor: <a href="#">1223</a></b> <a href="#">ga5005237</a>	<b>METIRI ANALYTICAL GROUP INC</b> Aluminum & Coliform Testing	10/31/2025	1,302.00	<b>Payable Count: (1)</b> 1,302.00
<b>Vendor: <a href="#">2189</a></b> <a href="#">INV0008538</a> <a href="#">INV0008562</a> <a href="#">INV0008588</a>	<b>NCPERS Group Life Ins.</b> NCPERS - IMRF 6641 NCPERS - IMRF 6641 NCPERS - IMRF 6641	10/10/2025 10/24/2025 11/07/2025	44.28 44.28 44.28	<b>Payable Count: (3)</b> 132.84 44.28 44.28 44.28
<b>Vendor: <a href="#">1373</a></b> <a href="#">9116996</a> <a href="#">9136115</a> <a href="#">9146824</a>	<b>NEUCO INC.</b> Parco Cabinet Critical Spare Replacement Parts Parco Cabinet Critical Spare Replacement Parts-Ret Parco Cabinet Critical Spare Replacement Parts	10/31/2025 10/31/2025 10/31/2025	2,002.50 -100.16 95.37	<b>Payable Count: (3)</b> 2,002.50 -100.16 95.37
<b>Vendor: <a href="#">1930</a></b> <a href="#">PUSA10090191510</a> <a href="#">PUSA10090194768</a>	<b>PARK PLACE TECHNOLOGIES LLC</b> Monthly Managed Service: November 2025 Monthly Managed Service: December 2025	10/14/2025 11/06/2025	2,560.00 2,560.00	<b>Payable Count: (2)</b> 2,560.00 2,560.00
<b>Vendor: <a href="#">1642</a></b> <a href="#">12981145-00</a> <a href="#">13001288-00</a>	<b>PORTER PIPE &amp; SUPPLY CO.</b> Return Return	10/16/2025 10/16/2025	-780.41 -70.30	<b>Payable Count: (2)</b> -780.41 -70.30
<b>Vendor: <a href="#">2241</a></b> <a href="#">255710</a>	<b>Roadsafe Traffic Systems, Inc</b> Traffic Safety Cones	10/31/2025	1,500.00	<b>Payable Count: (1)</b> 1,500.00
<b>Vendor: <a href="#">1813</a></b> <a href="#">FOCS224428</a>	<b>ROESCH FORD</b> Vehicle Maint: Ford Transit	10/14/2025	76.69	<b>Payable Count: (1)</b> 76.69
<b>Vendor: <a href="#">2101</a></b> <a href="#">159930910-001</a>	<b>SITONE LANDSCAPE SUPPLY, LLC</b> Salt for Grounds	10/30/2025	623.69	<b>Payable Count: (1)</b> 623.69
<b>Vendor: <a href="#">1263</a></b> <a href="#">290135</a>	<b>SKARSHAUG TESTING LABORATORY, INC.</b> Electrical Boot & Glove Testing	10/23/2025	289.86	<b>Payable Count: (1)</b> 289.86
<b>Vendor: <a href="#">1773</a></b> <a href="#">6046537869</a> <a href="#">6047051599</a>	<b>STAPLES ADVANTAGE</b> Office Supplies Office Supplies	11/10/2025 11/10/2025	397.41 19.48	<b>Payable Count: (2)</b> 397.41 19.48
<b>Vendor: <a href="#">2485</a></b> <a href="#">L206023-IN</a>	<b>The Lynde Company, LLC</b> De-Chlor Restock	11/10/2025	3,982.30	<b>Payable Count: (1)</b> 3,982.30
<b>Vendor: <a href="#">2096</a></b> <a href="#">INV0008604</a>	<b>William A. Fates</b> Service as Treasurer: November 2025	11/06/2025	1,666.67	<b>Payable Count: (1)</b> 1,666.67
			<b>Payable Account 01-211000</b>	<b>Payable Count: (48) Total: 11,208,386.43</b>
<b>Payable Account: <a href="#">01-211030 - ACCTS PAYABLE - CONSTRUCTION</a></b>				
<b>Vendor: <a href="#">2421</a></b> <a href="#">186599-3</a>	<b>Burns &amp; McDonnell Engineering Co., Inc.</b> WaterLink Program Mgmt & Construction Engineering	10/31/2025	63,514.42	<b>Payable Count: (1)</b> 63,514.42
<b>Vendor: <a href="#">1179</a></b> <a href="#">126429320000-1</a>	<b>CHICAGO TRIBUNE</b> Legal Notice: TW-25 Sections 2A & 2B	10/31/2025	3,093.24	<b>Payable Count: (1)</b> 3,093.24
			<b>Payable Account 01-211030</b>	<b>Payable Count: (2) Total: 66,607.66</b>

**Payable Account Summary**

<b>Account</b>	<b>Count</b>	<b>Amount</b>
01-211000 - ACCOUNTS PAYABLE	48	11,208,386.43
01-211030 - ACCTS PAYABLE - CONSTRUCTION	2	66,607.66
<b>Report Total:</b>	<b>50</b>	<b>11,274,994.09</b>

**Payable Fund Summary**

<b>Fund</b>	<b>Count</b>	<b>Amount</b>
01 - WATER FUND	50	11,274,994.09
<b>Report Total:</b>	<b>50</b>	<b>11,274,994.09</b>

**DUPAGE WATER COMMISSION**  
**ITEMS TO BE PAID BY 12-18-25**  
**Board Meeting Date: November 20, 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			
6,650.00	Procurement Card Charges - \$750 Maintenance, \$100 Pipeline, \$400 Travel, \$1100 Safety \$300 Alt Water Source, \$100 Permits, \$100 Publications, \$800 Other Admin, \$3000 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			
25,000.00	Accenture - Support Fee for Hexagon/Infor			
1,000.00	Advanced Welding - Metal Fabrication for Dump Truck Ladder			
6,700.00	Altorfer - Diesel Generator Air Filter & Site Glass Replacement			
28,000.00	American Cast Iron Pipe - Pipe Replacement			
1,200.00	Barricade Lites - Traffic Control for ROV's 1A			
300.00	Beary - Fall Fertilization			
2,000.00	Beary - Tanksite Landscaping			
2,000.00	Beary - Landscaping			
2,000.00	Bedrock - Landscaping			
400.00	Carahsoft - Sketchup Pro 1 Year Subscription			
1,000.00	Concentric - SCADA System Stack Light			
15,000.00	Core & Main - T2 Meter Parts & Accessories			
1,300.00	Core & Main - Pipeline Supplies			
1,500.00	Core & Main - Pipeline Supplies			
14,000.00	Crown Lift Trucks - Pallet Truck/Battery			
500.00	Ebel's Ace Hardware - Project Supplies			
700.00	Friendly Ford - Batteries for F350			
100.00	Friendly Ford - Hood Struts for Unit 34			

**DUPAGE WATER COMMISSION  
ITEMS TO BE PAID BY 12-18-25  
Board Meeting Date: November 20, 2025**

200.00	F.W. Kline - Weatherstripping for Entrance Doors
3,000.00	Grainger - Pipeline Supplies
200.00	Hach - SC4500 Repair Parts
11,000.00	HazChem - Disposal of Lead Doors & Frames
4,000.00	HazChem - Universal Waste/Disposal Pickup
2,000.00	HazChem - Packaging/Disposal of Mineral Oil Spill Supplies
1,100.00	HazChem - Additional Charges for Lead Door Disposal
600.00	HazChem - Pickup and Disposal of Smoke Detectors
2,000.00	Home Depot - Project Supplies
65,000.00	Intergraph - Hexagon Annual Software Maintenance
900.00	Magnitude Products - MagBenches
1,600.00	Mazzella - Crane & Hoist Repairs
7,500.00	Mecon - Differential Pressure Transmitter Re-Piping
300.00	McMaster Carr - Air Release Adapters
1,000.00	McMaster Carr - Grease for Valve Assessments
900.00	Mid America Dynamics - Repair to Pump 4 Vibration Probe Connector
12,000.00	O'Leary's - Hydraulic Pump, Power Unit, Hydraulic Hoses
300.00	Office Depot - Office Supplies
16,000.00	Park Place Technologies - Monthly Managed Service (Nov-Apr)
1,000.00	Program One - Window Cleaning
200.00	Project Management Institute - PMI Membership Renewal
1,500.00	Schneider - Diagnose & Fix IT and Software for Access Control
7,000.00	Site One - Salt for Grounds
1,200.00	Specialty Mat - Mat Service
300.00	Underground Corrosion Short Course Registration: Spain
2,600,200.00	Benchmark/D.Construction - TW-6/25 Section 1 Book Road
750,000.00	LAN - Waterlink Design
200,000.00	Burns & McDonnell - WaterLink Program Management
50,000.00	Burns & McDonnell - WaterLink Bood Road CE
10,000.00	Burns & McDonnell - Hydraulic Modeling
36,000.00	AECOM - Lombard MS/PAS Design
35,000.00	Rossi - TW-5 Project Construction
200,000.00	Baxter & Woodman/Boller Construction - SCADA
30,000.00	Carollo - SCADA
30,000.00	Strand - SCADA
2,000.00	Concentric - Misc T&M Support
8,000.00	Mecon - Lexington Transmitter Re-Piping
1,500.00	Barricade Lites - ROV 1A Traffic Control
6,000.00	Schneider - T&M Support and Minor Projects
25,000.00	Benchmark R-27-25
210,000.00	Benchmark R-77-25
3,500.00	DuPage County Public Works - Hydro-Vacuuming DWC Vaults
500.00	Auto Insurance Renewal
150,000.00	Consor - Source Water Project
10,000.00	Tai Ginsberg - Source Water Project
10,000.00	Marquardt & Humes
<hr/>	
5,548,075.00	



**Resolution #:**

**Account:** 01-60-772500

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

**PDM - CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 11/10/2025

**Description:** **Recommendation to authorize the engagement of Special Legal Counsel Regarding the Regional Source Water Project**

**Agenda Section:** Administration Committee

**Originating Department:** Administration

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DWC staff and Legal Counsel have reached out to qualified law firms to identify, interview, and select the most qualified parties to provide additional legal representation to the DWC regarding advancement of the Source Water Project.

Special Legal Counsel will be under contract with Phil Luetkehans of LGBA and will be engaged on an as-needed basis. It is recommended that DWC Legal Counsel be therefore authorized to engage the firms of Barnes & Thornburg, LLP, and Hinshaw & Culbertson LLP for this purpose. Please see summary memorandum under separate cover.



**Resolution #:** R-98-25

**Account:** N/A

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

**PDM - CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 11/10/2025

**Description:** **Authorization to execute an Intergovernmental Agreement between the Village of Northbrook and the DuPage Water Commission for a temporary construction easement**

**Agenda Section:** Administration Committee

**Originating Department:** Administration

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After DWC purchased the Northbrook Green Acres Golf Club in 2024, the Village of Northbrook contacted DWC regarding the prospect of constructing a fire station on or adjacent to the Green Acres Golf Club. Northbrook ultimately elected to purchase a 2-acre site immediately adjacent to the DWC property for the new fire station, and has approached DWC to request a temporary construction easement for a contractor parking and logistics/laydown area. DWC has collaborated with the Northbrook Public Works Director and contractor (Leopardo), to agree on a suitable size, location, access, and fencing plan. DWC Legal Counsel has worked in conjunction with the Northbrook Village attorney to prepare the attached IGA to formalize the agreement.

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**Recommended Motion:**

To adopt Resolution authorizing execution of IGA for temporary construction easement.

DUPAGE WATER COMMISSION

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**RESOLUTION NO. R-98-25**

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A RESOLUTION APPROVING THE EXECUTION OF A TEMPORARY CONSTRUCTION EASEMENT WITH THE VILLAGE OF NORTHBROOK

WHEREAS, the DuPage Water Commission (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 previously purchased 127 acres of real property in the Village of Northbrook (the “Subject Property”); and

WHEREAS, the Village of Northbrook (“Northbrook”) has requested that the Commission provide Northbrook with a temporary construction easement for material storage and construction worker vehicle and trailer parking upon a portion of the Subject Property; and

WHEREAS, the Commission and Northbrook have negotiated a Temporary Construction Easement in the form attached hereto as Exhibit 1; and.

WHEREAS, the Commission deems it in the best interests of the Commission and the general public to enter into the Temporary Construction Easement attached hereto as Exhibit 1.

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

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

SECTION TWO: That it is necessary and desirable that the Commission execute the Temporary Construction Easement with the Village of Northbrook attached hereto as Exhibit 1.

SECTION THREE: The Commission approves the Temporary Construction Easement over a portion of the Subject Property, and the General Manager, his staff and the Commission’s attorneys are hereby

authorized to take the necessary steps to enter into the Temporary Construction Easement and to take any other steps necessary or appropriate effectuate the terms of the Temporary Construction Easement.

SECTION FOUR: This Ordinance 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-98-25.docx

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EXHIBIT 1

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## TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT (“Agreement”) is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the DUPAGE WATER COMMISSION, a county water commission (“Grantor”), and the VILLAGE OF NORTHBROOK, an Illinois municipality (“Grantee”), under the following circumstances, terms and conditions:

### RECITALS

WHEREAS, Grantor is a county water commission unit of local government exercising the powers conferred upon it by statute;

WHEREAS, Grantee wishes to use a portion of the property located at 916 Dundee Road, Northbrook, IL and owned by the Grantor and legally described on **Exhibit A** attached hereto and made a part hereof (the “Property”) for material storage and for construction worker vehicle and trailer parking in connection with the construction of a municipal fire station (“Fire Station Project”) on property owned by Grantee and located at 820 Dundee Road, Northbrook, Illinois (“Grantee’s Property”);

WHEREAS, Grantee wishes to use only that portion of the Property that is depicted on **Exhibit B**, attached hereto and made a part hereof (the “Easement Premises”);

WHEREAS, Grantee desires to obtain a temporary easement for construction material storage and parking on the Easement Premises; and

WHEREAS, Grantor now finds it necessary and convenient to grant a temporary easement to Grantee, and Grantee finds it convenient to accept such grant of temporary easement from Grantor, on the terms and conditions expressly set forth herein.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00), the mutual agreements and covenants contained herein, and for other good and valuable consideration

paid by Grantee to Grantor, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth above are incorporated herein by this reference and made a part hereof.

2. **Temporary Easement; restricted Access.** Grantor hereby grants to Grantee and to Grantee's contractors and subcontractors related to the Fire Station Project a non-exclusive and temporary easement on, over and across the Easement Premises as is reasonably necessary in connection with the construction of the Fire Station Project, which will include the temporary storage and staging of materials for the Fire Station Project, the parking vehicles used by construction workers, and the placement of a construction job trailer all in the locations on the Easement Premises depicted on **Exhibit B**.

Grantee acknowledges that this temporary easement permits Grantee to access the existing access drive, driveways, and paved parking lots on the Easement Premises including an access drive shown on Exhibit B utilized by Grantor. Grantee will keep the access drive open and accessible at all times to Grantor.

3. **Expiration.** This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire, without any action by either party, on June 30, 2027.

4. **Liens.** Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor, Grantor's funds, the Easement Premises, or the Property in favor of Grantee or its agents. Grantee shall indemnify, defend and hold harmless Grantor, the Easement Premises and the Property 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, and, in the event that any such

lien shall arise or accrue against Grantor, Grantor's funds, the Easement Premises, or the Property, Grantee shall promptly cause such lien to be released of record by payment thereof or posting a bond in an amount not less than one hundred and seventy-five percent (175%) of the claim with Grantor in a form and amount which is reasonably satisfactory to Grantor.

5. **Restoration.** If any part of the Easement Premises or other areas of Grantor's property is disturbed by Grantee's work, use, or access, Grantee shall commence restoration not later than fourteen (14) days after the earlier of the completion of Grantee's work or the expiration of this Agreement (weather permitting) and will reasonably continue restoration work until the Easement Premises is restored to at least as good a condition as it was before this Agreement. If Grantee fails to restore the Easement Premises or other disturbed property, the Grantor, after having given Grantee written notice requesting that it do so, may perform the restoration if Grantee fails to commence restoration within seven (7) days after receipt of such written notice, and charge Grantee the reasonable costs of said restoration.

6. **Reservation.** Grantor reserves the right to use, and to allow others the right to use, the Easement Premises; provided that such use does not materially interfere with Grantee's intended use of the Easement Premises as described in Section 2 of this Agreement. Grantor shall not obstruct Grantee's access on and to the Easement Premises at the location shown on Exhibit B.

7. **Insurance.** Prior to entry upon the Easement Premises, and at all times during use of the Easement Premises, Grantee and each of its contractors shall have in effect insurance in types and amounts set forth on **Exhibit C** attached hereto. Such insurance shall be primary and non-contributory and shall name Grantor as an additional insured, as indicated on Exhibit C, with

waivers of subrogation and such agent/contractor's insurance shall also be primary and non-contributory to any insurance maintained by Grantee.

8. **Indemnity.** To the fullest extent permitted by law, Grantee shall indemnify, defend and hold Grantor harmless from any and all claims, liens, penalties, demands, actions, proceedings, liabilities or losses of any nature whatsoever (including reasonable attorneys' fees and expenses and court costs) arising out of or relating to the acts or omissions of Grantee, or its employees, agents, representatives, contractors or assigns (collectively, the "Grantee Parties") in exercising any of Grantee's rights under this Agreement or from the use of the Easement Premises in any manner whatsoever by any of the Grantee Parties. Notwithstanding the foregoing, Grantee shall not be obligated to defend, indemnify or hold Grantor harmless from any claims, liens, penalties, demands, actions, proceedings, liabilities or losses which arise out of or are caused by the acts or omissions of the Grantor, its contractors, agents or representatives. Grantee's obligations under this Paragraph shall be in addition to, and not in lieu of, Grantee's obligation to maintain insurance. Grantee's obligations in this paragraph shall survive the termination or expiration of this Agreement.

9. **Exceptions.** The easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and regulations, and to all questions of survey and rights of any parties which would be revealed by a physical inspection of the Easement Premises.

10. **Modification or Termination.** This Agreement may be modified or terminated only by an instrument in writing executed by all parties hereto.

11. **Notices.** All notices to be given hereunder shall be personally delivered; sent via first class mail with postage prepaid, electronic transmission; or mailed via a national overnight



Eighteenth Judicial Circuit, DuPage County, Illinois, and the parties hereby consent to the personal jurisdiction of said court and agree that said court is convenient to all parties.

13. **Section Headings.** The Section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Any reference to an Exhibit in this Agreement shall be deemed to incorporate by reference that Exhibit into this Agreement such that it is an integral part of this Agreement.

14. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.

15. **Enforcement.** If either party initiates any action to enforce, interpret, or declare rights under this Agreement, the substantially prevailing party shall be entitled to recover its reasonable attorneys' fees and costs of litigation (including, without limitation, filing fees, expert witness fees, deposition costs, and transcript costs).

16. **Severance.** In the event any term or provisions of this Agreement shall be held illegal, invalid, unenforceable or inoperative as a matter of law, the remaining terms and provisions of this Agreement shall not be affected thereby and shall remain valid and in full force and effect.

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**

**VILLAGE OF NORTHBROOK**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**

**Legal Description of the Property**

Parcel 1:

Lot 1 in the Plat of Consolidation of Green Acres Country Club, being located in Section 2, Township 42 North, Range 12, East of the Third Principal Meridian, according to the Plat thereof recorded as document number 0627012090, in Cook County, Illinois, excepting therefrom that part described as follows:

Beginning at the Southwest Corner of Said Lot 1; thence North 00 degrees 22 minutes 42 seconds East, (bearings based on Illinois State Plane Coordinates System, NAD83, East Zone), along the most Westerly line of said Lot 1, also being the East Right of Way Line of Lee Road, per said Plat of Consolidation, 30.14 feet; thence South 68 degrees 56 minutes 23 seconds East, 71.26 feet, to a point on a line 5.00 feet North of and parallel with the North Right of way line of Illinois Route 68 (Dundee Road), per said Plat of Consolidation, thence North 89 degrees 35 minutes 41 seconds East, along the last described parallel line, 249.07 feet to a point on an East line of Said Lot 1; thence South 00 degrees 24 minutes 19 seconds West, along said East Line, 5.00 feet to a point on the South Line of said Lot 1, also being the North Right of Way of Said Illinois Route 68; thence North 89 degrees 35 minutes 41 seconds West, along the last described line 315.73 feet to the point of beginning.

Parcel 2:

That part of the Southwest 1/4 of Section 2, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

Commencing at the Southwest corner of the Southwest 1/4 of Said Section; thence 1249.9 feet (recorded) East coincident with the South Line of the Southwest 1/4 of Said Section; thence North 33 feet perpendicular to the last described line (the 33 feet North of the South Line of the Southwest 1/4 of Section was taken for Dundee Road by the State of Illinois) to the point of said beginning; thence North 00 degrees, 01 minutes, 40 seconds West 317.12 feet to a monument, an iron pipe; thence 99.89 feet North 89 degrees, 54 minutes 08 seconds East to a monument, an iron pipe; thence 69.99 feet South 00 degrees, 03 minutes, 17 seconds East to the intersection with a non-tangential curve convex to the Northeast with a radius of 50.49 feet, an arc of 78.54 feet and a chord of 70.86 feet with a bearing of South 44 degrees, 43 minutes, 11 seconds East to a monument, an iron pipe; thence 50.07 feet South 00 degrees, 04 minutes, 33 seconds East to a monument, an iron pipe; thence 146.89 feet South 00 degrees, 04 minutes, 42 seconds East to the intersection of a line parallel with and 33 feet North of the South Line of the Southwest 1/4 of Section; thence West 149.93 feet parallel with the South Line of the Southwest 1/4 of said Section to the point of beginning of this tract of Land.

Parcel 3:

That part of the Southwest 1/4 of Section 2, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

Commencing at the Southwest corner of the Southwest 1/4 of Said Section; thence 1099.9 feet (recorded) East coincident with the South Line of the Southwest 1/4 of Said Section; thence North 33 feet perpendicular to the last described line (the 33 feet North of the South Line of the Southwest 1/4 of Section was taken for Dundee Road by the State of Illinois) to the point of said beginning; thence North 00 degrees, 02 minutes, 36 seconds West 317.00 feet (recorded) to a monument, an iron pipe; thence 150.01 feet North 89 degrees, 57 minutes, 08 seconds East to a monument, an iron pipe; thence 317.12 feet South 00 degrees, 01 minutes, 40 seconds East to the intersection of a line parallel with and 33 feet North of the South Line of the Southwest 1/4 of Section; thence West 149.92 feet parallel with the South line of the Southwest 1/4 of said Section to the point of beginning of this tract of Land.

Parcel 4:

That part of the former Union Pacific Railroad Company's right of way, located in the South Half of Section 2, Township 42 North, Range 12, East of the Third Principal Meridian, described as that part thereof lying Westerly of a line drawn 30.00 feet Westerly of and parallel with the center line of the West main track of said railroad, and lying South of the South Line of the Illinois Toll Highway, and lying North of the South Line of the North Half of the South Half of said Section 2, in Cook County, Illinois.

Parcel 5:

That part of the North Half of the South West Quarter of Section 2, Township 42 North, Range 12 East of the Third Principal Meridian described as follows:

Beginning at a point in a line 734 East of (measured at right angles to) and parallel with the West Line of said North Half of South West Quarter, said point being 302.4 feet North of (measured at right angles to) the South Line of said North Half of South West Quarter; thence West along a line parallel with and 302.4 feet North of the said South Line of the North half of the South West Quarter, a distance of 70 feet; thence Southeasterly to a point in a line 734 feet East of (measured at right angles to) and parallel with the West Line of said North Half of the South West Quarter, said point being 100 feet South of the place of beginning; thence North to the place of beginning, situate in the County of Cook, State of Illinois.

Parcel 6:

That part of the Southwest Quarter of Section 2, Township 42 North, Range 12, East of the Third Principal Meridian, described as follows:

Beginning at a point in the South line of the Southwest Quarter of Section 2, 1399.9 feet East of the Southwest corner of said Section; thence North 180 feet; thence South 89 degrees 59 minutes East 100 feet to a point of curve; thence Southeasterly along a curve having a radius of 50 feet convex Northeasterly 78.54 feet; thence South 00 degrees 1 minute West 130 feet to the south line of said Southwest Quarter of Section 2; thence North 89 degrees 59 minutes West along said South Line of said Southwest Quarter 150 feet to the place of beginning in Cook County, Illinois.

Permanent Index Numbers:

04-02-300-046-0000	(Affects Parcels 1 and 5)
04-02-301-007-0000	(Affects Parcel 3)
04-02-301-014-0000	(Affects Parcel 2)
04-02-301-015-0000	(Affects Parcel 6)
04-02-500-002-0000	(Affects part of Parcel 4 and other property)
04-02-500-006-0000	(Affects part of Parcel 4 and other property)

**EXHIBIT B**

**Depiction of Easement Premises**

### Legend



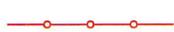
Contractor and subcontractor vehicle parking



Material lay down area



Leopardo Construction Trailer



Temporary construction fencing, fencing on DWC property to be panels on stanchions, no driven posts.

### General Notes

Any temporary roadways, walkways, or other access routes installed for construction activities shall be removed upon completion of the Work. The Contractor shall, at its sole expense, restore all affected areas to a condition equal to or better than that which existed prior to construction. Restoration shall include, but not be limited to, regrading, replacement of topsoil, seeding, blanketing and any other work necessary to ensure the area is returned to its current condition.

The Contractor shall not locate or store temporary restrooms, fuel, lubricants, chemicals, or any other potentially contaminating or hazardous materials on DuPage Water Commission property under any circumstances.

The Contractor shall be responsible for maintaining all grounds and fenced-in areas within the construction limits for the duration of the project. Maintenance shall include, but not be limited to, regular mowing, trash and debris removal, dust control, and general housekeeping to ensure a safe, clean, and orderly site. All fencing shall be maintained in good repair to provide continuous protection and security.

DWC will not be restricted from using utilizing cart paths to access other areas of the property.



291 of 487



5200 Prairie Stone Pkwy,  
Hoffman Estates, IL 60192

www.leopardo.com 41200

### Temporary Construction Easement

No.	Description	Date

Northbrook Fire Station #11	
Project number	25-3647
Drawn by	Ryan Rojas
Scale	N/A

**EXHIBIT C**

**Insurance Requirements**

**EXHIBIT C**

**INSURANCE REQUIREMENTS**

Grantee shall at all times have and ensure that its contractors, prior to and at all times while providing, performing, or completing the Work, procure, maintain, and keep in force, at their expense, at least the following minimum insurance coverages:

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

(a) Workers' Compensation: Statutory; and

(b) Employer's Liability:

\$1,000,000 injury-per occurrence

\$1,000,000 disease per employee

\$1,000,000 disease-policy limit

Such insurance shall evidence that coverage applies to the State of Illinois, contains an "all States" endorsement, and provide a waiver of subrogation in favor of Grantor.

Grantee and its contractors shall provide a waiver of subrogation on its workers compensation policy in favor of DuPage Water Commission and shall waive any limitation of its or its subcontractors' liability notwithstanding the limitation set forth in *Kotecki v. Cyclops Welding Corp.*, 146 Ill.2d 155 (1991).

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

All employees must be included as insureds.

A waiver of subrogation in favor of the DuPage Water Commission, its agents, officers, Commissioners, and employees shall be included in the Commercial Motor Vehicle Liability policy.

3. Commercial General Liability with coverage written on an "occurrence" basis and with limits not less than:

(a) Each Occurrence: \$2,000,000

(b) General Aggregate: \$10,000,000

(c) Completed Operations Aggregate: \$10,000,000

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

Coverages shall include:

- Premises Operations

- Products/Completed Operations (to be maintained for two years following Final Payment)
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- Blanket Contractual Liability
- Bodily Injury and Property damage
- “X”, “C”, and “U” exclusions shall be deleted.

Railroad exclusions shall be deleted if Work Site is within 50 feet of any railroad track.

All employees shall be included as insureds.

Commercial General Liability insurance shall be maintained by Grantee and its contractors in these limits for at least a three (3) year period following termination of this Agreement.

4. Commercial General Liability and Commercial Motor Vehicle Liability policies shall be Primary and Non-contributory with the DuPage Water Commission, its board members and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives included as Additional Insureds.
5. Pollution liability coverage must be provided with minimum limits of \$1,000,000 per each claim. The retroactive date of the coverage must be prior to the date work is first commenced on the Property by Grantee and/or its contractors. Pollution liability coverage must be maintained with continuity throughout the 3-year period following termination of this Agreement and retroactive date of the earlier of the date of the Agreement or the date work is first commenced on the Property by Grantee and/or its agents and contractors.

### **General Requirements Applicable to All Insurance**

Prior to entry on the Property, Grantee shall furnish Grantor with a certificate of insurance executed by a duly authorized representative of each insurer setting out compliance with the insurance requirements set forth. All certificates shall provide for 30 days’ written notice to the DuPage Water Commission prior to cancellation or material change of any insurance referred herein.

The words “endeavor to” shall be deleted from the cancellation provision of all certificates provided by the Grantee.

Failure of Grantor to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Grantor to identify a deficiency from evidence that is provided shall not be construed as a waiver of Grantee’s obligation to maintain such insurance.

Grantor shall have the right, but not the obligation, to prohibit Grantee or any of its contractors from entering the Property until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Grantor.

Failure to maintain the insurance required in this Exhibit C shall constitute an event of default under this Agreement and shall allow Grantor to immediately terminate this Agreement at Grantor's option. If Grantee fails to maintain the insurance as set forth herein, Grantor shall have the right, but not the obligation, to purchase said insurance at Grantee's expense.

Grantee shall provide certified copies of all required insurance policies within 10 days of Grantor's written request for said copies.

No Representation of Coverage Adequacy – By requiring the insurance as set out in this Exhibit C, Grantor does not represent that coverage and limits will necessarily be adequate to protect Grantee, and such coverage and limits shall not be deemed as a limitation on Grantee's liability under the indemnities provided to Grantor in this Agreement.

Cross Liability – If Grantee or its contractors' liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

The insurance requirements set out in this Exhibit C are independent from all other obligations of Grantee under this Agreement, including Grantee's obligation to defend, indemnify and hold harmless Grantor, and apply whether or not required by any other provision of this Agreement.

Grantee shall cause its contractors and each subcontractor employed by its contractors to purchase and maintain insurance of the type specified in this Exhibit C. When requested by Grantor, Grantee shall furnish Grantor copies of certificates of insurance evidencing coverage for each subcontractor.

Certificates of Insurance acceptable to Grantor shall be filed with Grantee prior to entry upon the Property and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Agreement shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to Grantor. Information concerning reduction of coverage on account of revised limits or claims paid under the general aggregate, or both, shall be promptly furnished by Grantee.

Grantee, its contractors and subcontractors waive all rights against the DuPage Water Commission and any of its agents and employees for damages caused by fire or other perils to the extent covered by property insurance.

In the event the requirements of this Exhibit C conflict with insurance requirements elsewhere in the Contract Documents, the requirements in this Exhibit C shall control.



**Resolution #:** O-14-25

**Account:** 01-80-852010

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

**JL JML CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 11/13/2025

**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-14-25 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.

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**Recommended Motion:**

To adopt Ordinance No. O-14-25

DUPAGE WATER COMMISSION

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**ORDINANCE NO. O-14-25**

---

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 4; 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 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 4 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 4, 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-14-25.docx

**TEMPORARY CONSTRUCTION  
EASEMENT AGREEMENT**

THIS AGREEMENT is made as of this \_\_\_\_  
day of \_\_\_\_\_, 2025 by and between  
\_\_\_\_\_  
\_\_\_\_\_

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

FOR RECORDER'S USE ONLY

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

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

**WITNESSETH**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to GRANTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Email:

with a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Email:

If to GRANTEE:

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

with a copy to:

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

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

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

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

**GRANTOR:**

\_\_\_\_\_  
\_\_\_\_\_

**GRANTEE:**

**DUPAGE WATER COMMISSION**

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

Its: \_\_\_\_\_

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

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

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

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

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

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

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

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

\_\_\_\_\_  
Notary Public

**EXHIBIT A**

Legal Description/Depiction of Temporary Easement Area

Route: TW-6/25 (Section 2  
Section: 1-37-8  
County: Kendall  
Job No.: 23-R0494  
Parcel: 0108 Temporary Easement

Index No.: 03-01-351-008  
03-02-400-006

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 1291.74 feet, to the Point of Beginning; thence continuing North 89 degrees 04 minutes 52 seconds East along said south line a distance of 16.00 feet, to the westerly line of property acquired by the State of Illinois by Final Judgment Order Document Number 2021-00021402; thence North 00 degrees 41 minutes 31 seconds West along said westerly line a distance of 123.00 feet, to the south line of property conveyed per deed Document Number 2014-00016018; thence South 89 degrees 04 minutes 52 seconds West along said south line being parallel with said south line of the Southwest Quarter a distance 16.00 feet, to a line 16.00 feet west of and parallel with said westerly line of property acquired by the State of Illinois by Final Judgment Order Document Number 2021-00021402; thence South 00 degrees 41 minutes 31 seconds East along said parallel line a distance of 123.00 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.045 acres, more or less or 1,968 square feet, more or less.

**TEMPORARY CONSTRUCTION  
EASEMENT AGREEMENT**

THIS AGREEMENT is made as of this \_\_\_\_  
day of \_\_\_\_\_, 2025 by and between  
\_\_\_\_\_  
\_\_\_\_\_

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

FOR RECORDER'S USE ONLY

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

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

**WITNESSETH**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to GRANTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email:

with a copy to:

\_\_\_\_\_  
\_\_\_\_\_

Email:

If to GRANTEE:

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

with a copy to:

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

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

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

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

**GRANTOR:**

\_\_\_\_\_  
\_\_\_\_\_

**GRANTEE:**

**DUPAGE WATER COMMISSION**

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

Its: \_\_\_\_\_

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

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

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

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

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

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

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

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

\_\_\_\_\_  
Notary Public

**EXHIBIT A**

Legal Description/Depiction of Temporary Easement Area

Route: TW-6/25 (Section 2  
Section: 1-37-8  
County: Kendall  
Job No.: 23-R0494  
Parcel: 0223 Temporary Easement

Index No.: 03-01-351-009

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 1307.74 feet, to the west line of property acquired by the State of Illinois by Final Judgment Order Document Number 2021-00021402; thence North 00 degrees 41 minutes 31 seconds West along said west line a distance of 123.00 feet, to the south line of property conveyed per deed Document Number 2014-00016018 and the Point of Beginning; thence continuing North 00 degrees 41 minutes 31 seconds West along said west line a distance of 21.94 feet, to a bend in said west line; thence North 13 degrees 08 minutes 30 seconds West along the westerly line of said property acquired by the State of Illinois by Final Judgment Order Document Number 2021-00021402 a distance of 74.22 feet, to a line 16.00 feet west of and parallel with the prolongation north of said west line of property acquired by the State of Illinois by Final Judgment Order Document Number 2021-00021402; thence South 00 degrees 41 minutes 31 seconds East along said parallel line a distance of 94.47 feet, to said south line of property conveyed per deed Document Number 2014-00016018; thence North 89 degrees 04 minutes 52 seconds East along said south line a distance of 16.00 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 0.021 acres, more or less or 931 square feet, more or less.

**TEMPORARY CONSTRUCTION  
EASEMENT AGREEMENT**

THIS AGREEMENT is made as of this \_\_\_\_  
day of \_\_\_\_\_, 2025 by and between  
\_\_\_\_\_  
\_\_\_\_\_

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

FOR RECORDER'S USE ONLY

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

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

**WITNESSETH**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to GRANTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email:

with a copy to:

\_\_\_\_\_  
\_\_\_\_\_

Email:

If to GRANTEE:

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

with a copy to:

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

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

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

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

**GRANTOR:**

\_\_\_\_\_  
  
\_\_\_\_\_

**GRANTEE:**

**DUPAGE WATER COMMISSION**

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

Its: \_\_\_\_\_

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

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

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

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

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

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

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

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

\_\_\_\_\_  
Notary Public

**EXHIBIT A**

Legal Description/Depiction of Temporary Easement Area

Route: FW-1/25-Section 2  
Section: 30-37-8  
County: Kendall  
Job No.: 23-R0494  
Parcel: 0414 Temporary Easement

Index No.: 03-30-100-002

That part of the Section 30, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the southeast corner of lands described in Document Number 2002-00014584; thence South 88 degrees 08 minutes 30 seconds West along the south line of said lands described in Document Number 2002-00014584 a distance of 432.73 feet, to a non-tangential curve to the left; thence westerly along said non-tangential curve to the left being 130.00 feet northerly of and concentric with the southerly line of property conveyed to the County of Kendall per deed Document Number 2022-00012679, said non-tangential curve having a radius of 1,070.00 feet, an arc length of 410.55 feet, a chord bearing of North 80 degrees 53 minutes 26 seconds West, and a chord length of 408.04 feet, to a tangential line; thence South 88 degrees 07 minutes 03 seconds West along said tangential line being 130.00 feet north of and parallel with the south line of said property conveyed to the County of Kendall per deed Document Number 2022-00012679 a distance of 57.49 feet; thence North 01 degrees 52 minutes 57 seconds West a distance of 5.00 feet, to a line 135.00 feet north of and parallel with said south line of said property conveyed to the County of Kendall per deed Document Number 2022-00012679; thence South 88 degrees 07 minutes 03 seconds West along said parallel line a distance of 800.00 feet, to the Point of Beginning; thence South 01 degrees 52 minutes 57 seconds East a distance of 15.00 feet, to a line 120.00 feet north of and parallel with said south line of property conveyed to the County of Kendall per deed Document Number 2022-00012679; thence South 88 degrees 07 minutes 03 seconds West along said parallel line a distance of 814.02 feet, to the west line of the Northwest Quarter of said Section 30; thence North 00 degrees 36 minutes 29 seconds West along said west line a distance of 15.00 feet, to a line 135.00 feet north of and parallel with said south line of property conveyed to the County of Kendall per deed Document Number 2022-00012679; thence North 88 degrees 07 minutes 03 seconds East along said parallel line a distance of 813.69 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.280 acres, more or less or 12,208 square feet, more or less.

**TEMPORARY CONSTRUCTION  
EASEMENT AGREEMENT**

THIS AGREEMENT is made as of this \_\_\_\_  
day of \_\_\_\_\_, 2025 by and between  
\_\_\_\_\_  
\_\_\_\_\_

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

FOR RECORDER'S USE ONLY

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

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

**WITNESSETH**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to GRANTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email:

with a copy to:

\_\_\_\_\_  
\_\_\_\_\_

Email:

If to GRANTEE:

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

with a copy to:

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

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

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

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

**GRANTOR:**

\_\_\_\_\_  
\_\_\_\_\_

**GRANTEE:**

**DUPAGE WATER COMMISSION**

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

Its: \_\_\_\_\_

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

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

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

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

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

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

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

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

\_\_\_\_\_  
Notary Public

**EXHIBIT A**

Legal Description/Depiction of Temporary Easement Area

Route: FW-1/25-Section 4  
Section: 11-37-7  
County: Kendall  
Job No.: 23-R0494  
Parcel: 0620 Temporary Easement  
Index No.: 02-11-477-001

That part of Lot 3048 in Grande Reserve Unit 19, according to the plat thereof recorded October 31, 2006, as Document Number 200600035288, in the Southwest Quarter and the Southeast Quarter of Section 11, and the Northwest Quarter of Section 14, Township 37 North, Range 7 East of the Third Principal Meridian, in The United City of Yorkville, Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the southeast corner of said Lot 3048; thence South 73 degrees 22 minutes 19 seconds West along the southerly line of said Lot 3048 a distance of 112.39 feet, to the Point of Beginning; thence continuing South 73 degrees 22 minutes 19 seconds West along said southerly line a distance of 100.00 feet; thence North 16 degrees 37 minutes 41 seconds West a distance of 100.00 feet, to a line 100.00 feet northerly of and parallel with said southerly line of said Lot 3048; thence North 73 degrees 22 minutes 19 seconds East along said parallel line a distance of 100.00 feet; thence South 16 degrees 37 minutes 41 seconds East a distance of 100.00 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 0.230 acres, more or less or 10,000 square feet, more or less.



**Resolution #:** O-15-25

**Account:** 01-80-852010

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

**JL JML CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 11/13/2025

**Description:** An Ordinance Rescinding Certain Portions of Ordinance No. O-9-25 and 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-15-25 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-15-25 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.

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**Recommended Motion:**

To adopt Ordinance No. O-15-25

DUPAGE WATER COMMISSION

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**ORDINANCE NO. O-15-25**

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AN ORDINANCE RESCINDING CERTAIN PORTIONS OF ORDINANCE NO. 0-9-25 AND 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, on August 21, 2025, the Commission enacted Ordinance No. 0-9-25, which included the authority to acquire by negotiation certain easements attached to Ordinance No. 0-9-25 as Exhibits 9, 10, 11, 12, 13 and 14; and

WHEREAS, upon further research, it has been determined that the easements attached to Ordinance No. 0-9-25 as Exhibits 9, 10, 11, 12, 13 and 14 need to be modified in order to properly construct the Project; and

WHEREAS, the authority granted in Ordinance No. 0-9-25 is hereby rescinded as it applies only to the easements set forth in Exhibits 9, 10, 11, 12, 13 and 14 – the remainder of Ordinance No. 0-9-25 remains in full force and effect; 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 15 of this Ordinance (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. 0-9-25 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 15 attached to this Ordinance (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 15 attached to this Ordinance; and

WHEREAS, the Commission has determined that the total cost for the purchase of the Easements 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 15 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 15 to this Ordinance.

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-15-25.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: 10-37-9  
County: Will  
Job No.: 23-R0494  
Parcel: 0004 Permanent Easement

Index No.: 07-01-09-110-015

That part of Outlot E in Tallgrass of Naperville Unit 1, being a part of the Northwest Quarter of Section 9, Township 37 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded December 9, 1998, as Document Number R98-148435, in Will County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the southwest corner of said Outlot E; thence North 01 degrees 40 minutes 59 seconds West along the west line of said Outlot E a distance of 175.47 feet, to the Point of Beginning; thence North 88 degrees 35 minutes 09 seconds East a distance of 152.26 feet; thence South 83 degrees 11 minutes 04 seconds East a distance of 23.91 feet; thence North 88 degrees 38 minutes 27 seconds East a distance of 278.05 feet, to a point on the east line of said Outlot E, which point is 171.78 feet north of the south line of said Outlot E; thence North 01 degrees 40 minutes 59 seconds West along said east line a distance of 20.00 feet; thence South 88 degrees 38 minutes 27 seconds West a distance of 276.51 feet; thence North 83 degrees 11 minutes 04 seconds West a distance of 22.11 feet; thence North 01 degrees 24 minutes 51 seconds West a distance of 10.26 feet; thence South 88 degrees 35 minutes 09 seconds West a distance of 20.00 feet; thence South 01 degrees 24 minutes 51 seconds East a distance of 10.00 feet; thence South 88 degrees 35 minutes 09 seconds West a distance of 135.59 feet, to said west line of Outlot E; thence South 01 degrees 40 minutes 59 seconds East along said west line a distance of 20.00 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.213 acres, more or less or 9,285 square feet, more or less.



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to GRANTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email:

with a copy to:

\_\_\_\_\_  
\_\_\_\_\_

Email:

If to GRANTEE:

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

with a copy to:

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

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

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

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

**GRANTOR:**

\_\_\_\_\_  
\_\_\_\_\_

**GRANTEE:**

**DUPAGE WATER COMMISSION**

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

Its: \_\_\_\_\_

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

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

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

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

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

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

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

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

\_\_\_\_\_  
Notary Public

**EXHIBIT A**

Legal Description/Depiction of Temporary Easement Area

Route: TW-6/25 (Section 2)  
Section: 10-37-9  
County: Will  
Job No.: 23-R0494  
Parcel: 0004 Temporary Easement

Index No.: 07-01-09-110-015

That part of Outlot E in Tallgrass of Naperville Unit 1, being a part of the Northwest Quarter of Section 9, Township 37 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded December 9, 1998, as Document Number R98-148435, in Will County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the southeast corner of said Outlot E; thence North 01 degrees 40 minutes 59 seconds West along the west line of said Outlot E a distance of 115.47 feet, to the Point of Beginning; thence continuing North 01 degrees 40 minutes 59 seconds West along said west line a distance of 60.00 feet; thence North 88 degrees 35 minutes 09 seconds East a distance of 152.26 feet; thence South 83 degrees 11 minutes 04 seconds East a distance of 23.91 feet; thence North 88 degrees 38 minutes 27 seconds East a distance of 278.05 feet, to a point on the east line of said Outlot E, which point is 171.78 feet north of the south line of said Outlot E; thence South 01 degrees 40 minutes 59 seconds East along said east line a distance of 60.00 feet; thence South 88 degrees 38 minutes 27 seconds West a distance of 282.68 feet; thence North 83 degrees 11 minutes 04 seconds West a distance of 23.88 feet; thence South 88 degrees 35 minutes 09 seconds West a distance of 147.66 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 0.626 acres, more or less or 27,253 square feet, more or less.

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

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

SEE EXHIBIT “A” ATTACHED HERETO.

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2025.

**[OWNER NAME]**

\_\_\_\_\_  
\_\_\_\_\_

This document prepared by  
and returned to:

Phillip A. Luetkehans, Esq.  
Luetkehans, Brady, Garner & Armstrong, LLC  
2700 International Drive  
Suite 305  
West Chicago, IL 60185

Property Address:

\_\_\_\_\_  
\_\_\_\_\_  
PIN: \_\_\_\_\_

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

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

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

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

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

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

\_\_\_\_\_  
Notary Public

**EXHIBIT A**

Legal Description/Depiction of Permanent Easement Area

Route: TW-6/25 (Section 2)  
Section: 9-37-9  
County: Will  
Job No.: 23-R0494  
Parcel: 00006 Permanent Easement

Index No.: 07-01-09-106-035

That part of Lot 135C, in Penncross Knoll, being a subdivision of part of the South Half of the Northwest Quarter of Section 9, Township 37 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded January 19, 2001 as Document Number R2001-006972, in Will County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the southeast corner of said Lot 135C; thence North 01 degrees 40 minutes 55 seconds West along the east line of said Lot 135C a distance of 115.51 feet, to the Point of Beginning; thence South 88 degrees 35 minutes 09 seconds West a distance of 37.49 feet; thence South 01 degrees 24 minutes 51 seconds East a distance of 10.66 feet; thence South 88 degrees 35 minutes 09 seconds West a distance of 42.00 feet; thence North 01 degrees 24 minutes 51 seconds West a distance of 10.66 feet; thence South 88 degrees 35 minutes 09 seconds West a distance of 32.63 feet; thence North 68 degrees 58 minutes 02 seconds West a distance of 80.65 feet; thence South 88 degrees 32 minutes 01 seconds West a distance of 120.39 feet; thence North 46 degrees 28 minutes 02 seconds West a distance of 48.55 feet; thence South 88 degrees 31 minutes 58 seconds West a distance of 340.30 feet; thence South 72 degrees 53 minutes 07 seconds West a distance of 214.72 feet; thence South 88 degrees 45 minutes 07 seconds West a distance of 48.61 feet, to the westerly line of said Lot 135C; thence North 33 degrees 24 minutes 38 seconds West along said westerly line a distance of 11.34 feet, to a bend in said westerly line; thence North 68 degrees 24 minutes 38 seconds West along said westerly line a distance of 26.79 feet, to a point 7.08 feet from the northwest corner of said Lot 135C; thence North 88 degrees 45 minutes 07 seconds East a distance of 76.55 feet; thence North 72 degrees 53 minutes 07 seconds East a distance of 214.68 feet; thence North 88 degrees 31 minutes 58 seconds East a distance of 351.34 feet; thence South 46 degrees 28 minutes 02 seconds East a distance of 48.55 feet; thence North 88 degrees 32 minutes 01 seconds East a distance of 116.09 feet; thence South 68 degrees 58 minutes 02 seconds East a distance of 80.66 feet; thence North 88 degrees 35 minutes 09 seconds East a distance of 108.06 feet, to said east line of Lot 135C; thence South 01 degrees 40 minutes 55 seconds East along said east line a distance of 20.00 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.458 acres, more or less or 19,971 square feet, more or less.

**TEMPORARY CONSTRUCTION  
EASEMENT AGREEMENT**

THIS AGREEMENT is made as of this \_\_\_\_  
day of \_\_\_\_\_, 2025 by and between  
\_\_\_\_\_  
\_\_\_\_\_

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

*FOR RECORDER'S USE ONLY*

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

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

**WITNESSETH**

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

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

consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the Temporary Construction Easement Exhibit (the “Temporary Easement Area”), attached hereto as Exhibit A, to complete the construction and installation of the Facilities.

3. **Expiration.** This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire, without any action by either party, on \_\_\_\_\_.

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

5. **Restoration.** Grantee shall restore that portion of Grantor’s Property damaged and/or disturbed by Grantee during the original installation of Grantee’s facilities on the Easement Premises and during any subsequent maintenance, repair, replacement or removal of Grantee’s Facilities on the Easement Premises to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor’s Property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner.

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

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

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

**8. Release of Claims; Indemnity.** Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, Grantor's beneficiary(ies) and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "Grantor Indemnites") from any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without

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

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

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

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

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

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

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

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

If to GRANTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email:

with a copy to:

\_\_\_\_\_  
\_\_\_\_\_

Email:

If to GRANTEE:

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

with a copy to:

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

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

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

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

**GRANTOR:**

\_\_\_\_\_

\_\_\_\_\_

**GRANTEE:**

**DUPAGE WATER COMMISSION**

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

Its: \_\_\_\_\_

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

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

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

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

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

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

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

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

\_\_\_\_\_  
Notary Public

**EXHIBIT A**

Legal Description/Depiction of Temporary Easement Area

Route: TW-6/25 (Section 2)  
Section: 9-37-9  
County: Will  
Job No.: 23-R0494  
Parcel: 0006 Temporary Easement

Index No.: 07-01-09-106-035

That part of Lot 135C, in Penncross Knoll, being a subdivision of part of the South Half of the Northwest Quarter of Section 9, Township 37 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded January 19, 2001 as Document Number R2001-006972, in Will County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the southeast corner of said Lot 135C; thence North 01 degrees 40 minutes 55 seconds West along the east line of said Lot 135C a distance of 55.51 feet, to the Point of Beginning; thence continuing North 01 degrees 40 minutes 55 seconds West along said east line a distance of 60.00 feet; thence South 88 degrees 35 minutes 09 seconds West a distance of 37.49 feet; thence South 01 degrees 24 minutes 51 seconds East a distance of 10.66 feet; thence South 88 degrees 35 minutes 09 seconds West a distance of 42.00 feet; thence North 01 degrees 24 minutes 51 seconds West a distance of 10.66 feet; thence South 88 degrees 35 minutes 09 seconds West a distance of 32.63 feet; thence North 68 degrees 58 minutes 02 seconds West a distance of 80.65 feet; thence South 88 degrees 32 minutes 01 seconds West a distance of 120.39 feet; thence North 46 degrees 28 minutes 02 seconds West a distance of 48.55 feet; thence South 88 degrees 31 minutes 58 seconds West a distance of 340.30 feet; thence South 72 degrees 53 minutes 07 seconds West a distance of 214.72 feet; thence South 88 degrees 45 minutes 07 seconds West a distance of 48.61 feet, to a point on the westerly line of said Lot 135C, which point is 11.34 feet southerly of a bend in said westerly line; thence South 33 degrees 24 minutes 38 seconds East along said westerly line a distance of 70.88 feet; thence North 88 degrees 45 minutes 07 seconds East a distance of 19.25 feet; thence North 72 degrees 53 minutes 07 seconds East a distance of 214.84 feet; thence North 88 degrees 31 minutes 58 seconds East a distance of 307.21 feet; thence South 46 degrees 28 minutes 02 seconds East a distance of 48.55 feet; thence North 88 degrees 32 minutes 01 seconds East a distance of 133.31 feet; thence South 68 degrees 58 minutes 02 seconds East a distance of 80.62 feet; thence North 88 degrees 35 minutes 09 seconds East a distance of 124.30 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 1.294 acres, more or less or 56,356 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 \_\_\_\_\_ )

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

\_\_\_\_\_  
Notary Public

**EXHIBIT A**

Legal Description/Depiction of Permanent Easement Area

Route: TW-6/25 (Section 2)  
Section: 9-37-9  
County: Will  
Job No.: 23-R0494  
Parcel: 0007 Permanent Easement

Index No.: 07-01-09-106-019

That part of Lot 135B, in Penncross Knoll, being a subdivision of part of the South Half of the Northwest Quarter of Section 9, Township 37 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded January 19, 2001 as Document Number R2001-006972, in Will County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the north most northeast corner of said Lot 135B; thence South 68 degrees 24 minutes 38 seconds East along the easterly line of said Lot 135B a distance of 6.48 feet, to the Point of Beginning; thence continuing South 68 degrees 24 minutes 38 seconds East along said easterly line a distance of 51.53 feet; thence South 88 degrees 45 minutes 13 seconds West a distance of 931.47 feet, to the west line of said Lot 135B; thence North 01 degrees 39 minutes 39 seconds West along said west line a distance of 20.00 feet, to the northwest corner of said Lot 135B; thence North 88 degrees 45 minutes 13 seconds East a distance of 884.13 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.417 acres, more or less or 18,154 square feet, more or less.



consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the Temporary Construction Easement Exhibit (the “Temporary Easement Area”), attached hereto as Exhibit A, to complete the construction and installation of the Facilities.

3. **Expiration.** This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire, without any action by either party, on \_\_\_\_\_.

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

5. **Restoration.** Grantee shall restore that portion of Grantor’s Property damaged and/or disturbed by Grantee during the original installation of Grantee’s facilities on the Easement Premises and during any subsequent maintenance, repair, replacement or removal of Grantee’s Facilities on the Easement Premises to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor’s Property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner.

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

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**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.

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

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

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

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

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

If to GRANTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email:

with a copy to:

\_\_\_\_\_  
\_\_\_\_\_

Email:

If to GRANTEE:

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

with a copy to:

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

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

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

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

**GRANTOR:**

\_\_\_\_\_

\_\_\_\_\_

**GRANTEE:**

**DUPAGE WATER COMMISSION**

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

Its: \_\_\_\_\_

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

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

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

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

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

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

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

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

\_\_\_\_\_  
Notary Public

**EXHIBIT A**

Legal Description/Depiction of Temporary Easement Area

Route: TW-6/25 (Section 2)  
Section: 9-37-9  
County: Will  
Job No.: 23-R0494  
Parcel: 0007 Temporary Easement

Index No.: 07-01-09-106-019

That part of Lot 135B, in Penncross Knoll, being a subdivision of part of the South Half of the Northwest Quarter of Section 9, Township 37 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded January 19, 2001 as Document Number R2001-006972, in Will County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the north most northeast corner of said Lot 135B; thence South 68 degrees 24 minutes 38 seconds East along the easterly line of said Lot 135B a distance of 58.01 feet, to the Point of Beginning; thence South 88 degrees 45 minutes 13 seconds West a distance of 931.47 feet, to a point on the west line of said Lot 135B, which point is 20.00 feet south of the northwest corner of said Lot 135B; thence South 01 degrees 39 minutes 39 seconds East along said west line a distance of 60.00 feet; thence North 88 degrees 45 minutes 13 seconds East a distance of 997.69 feet, to the easterly line of said Lot 135B; thence North 33 degrees 24 minutes 38 seconds West along said easterly line a distance of 51.31 feet, to a bend; thence North 68 degrees 24 minutes 38 seconds West along said easterly line a distance of 42.68 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 1.343 acres, more or less or 58,501 square feet, more or less.

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

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

SEE EXHIBIT “A” ATTACHED HERETO.

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2025.

**[OWNER NAME]**

\_\_\_\_\_  
\_\_\_\_\_

This document prepared by  
and returned to:

Phillip A. Luetkehans, Esq.  
Luetkehans, Brady, Garner & Armstrong, LLC  
2700 International Drive  
Suite 305  
West Chicago, IL 60185

Property Address:

\_\_\_\_\_  
\_\_\_\_\_  
PIN: \_\_\_\_\_

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

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

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

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

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

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

\_\_\_\_\_  
Notary Public

**EXHIBIT A**

Legal Description/Depiction of Permanent Easement Area

Route: FW-1/25 (Section 1)  
Section: 22 & 27-37-8  
County: Kendall  
Job No.: 23-R0494  
Parcel: 0336 Permanent  
Easement  
Index No.: 03-27-200-008

That part of the Northeast Quarter of Section 27, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northwest corner of said Northeast Quarter of Section 27; thence South 01 degrees 20 minutes 18 seconds East along the west line of said Northeast Quarter of Section 27 a distance of 73.64 feet, to the north line of property conveyed per Document Number 2014-00004286; thence North 89 degrees 08 minutes 15 seconds East along said north line a distance of 18.00 feet, to the Point of Beginning; thence continuing North 89 degrees 08 minutes 15 seconds East along said north line a distance of 15.00 feet, to a line 33.00 feet east of and parallel with said west line of the Northeast Quarter of Section 27; thence South 01 degrees 20 minutes 18 seconds East along said parallel line a distance of 197.41 feet; thence North 89 degrees 39 minutes 42 seconds East a distance of 10.00 feet, to a line 43.00 feet east of and parallel with said west line of the Northeast Quarter of Section 27; thence South 01 degrees 20 minutes 18 seconds East along said parallel line a distance of 20.00 feet; thence South 89 degrees 39 minutes 42 seconds West a distance of 10.00 feet, to a line 33.00 feet east of and parallel with said west line of the Northeast Quarter of Section 27; thence South 01 degrees 20 minutes 18 seconds East along said parallel line a distance of 132.59 feet, to the south line of said property conveyed per Document Number 2014-00004286; thence South 89 degrees 08 minutes 15 seconds West along said south line a distance of 15.00 feet, to a line 18.00 feet east of and parallel with said west line of the Northeast Quarter of Section 27; thence North 01 degrees 20 minutes 18 seconds West along said parallel line a distance of 350.00 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.125 acres, more or less or 5,450 square feet, more or less.

**TEMPORARY CONSTRUCTION  
EASEMENT AGREEMENT**

THIS AGREEMENT is made as of this \_\_\_\_  
day of \_\_\_\_\_, 2025 by and between  
\_\_\_\_\_  
\_\_\_\_\_

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

*FOR RECORDER'S USE ONLY*

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

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

**WITNESSETH**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to GRANTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Email:

with a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Email:

If to GRANTEE:

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

with a copy to:

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

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

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

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

**GRANTOR:**

\_\_\_\_\_  
  
\_\_\_\_\_

**GRANTEE:**

**DUPAGE WATER COMMISSION**

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

Its: \_\_\_\_\_

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

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

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

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

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

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

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

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

\_\_\_\_\_  
Notary Public

**EXHIBIT A**

Legal Description/Depiction of Temporary Easement Area

Route: FW-1/25 (Section 1)  
Section: 22 & 27-37-8  
County: Kendall  
Job No.: 23-R0494  
Parcel: 0336 Temporary  
Easement  
Index No.: 03-27-200-008

That part of the Northeast Quarter of Section 27, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northwest corner of said Northeast Quarter of Section 27; thence South 01 degrees 20 minutes 18 seconds East along the west line of said Northeast Quarter of Section 27 a distance of 73.64 feet, to the north line of property conveyed per Document Number 2014-00004286; thence North 89 degrees 08 minutes 15 seconds East along said north line a distance of 33.00 feet, to a line 33.00 feet east of and parallel with said west line of the Northeast Quarter of Section 27 and the Point of Beginning; thence South 01 degrees 20 minutes 18 seconds East along said parallel line a distance of 197.41 feet; thence North 89 degrees 39 minutes 42 seconds East a distance of 10.00 feet, to a line 43.00 feet east of and parallel with said west line of the Northeast Quarter of Section 27; thence South 01 degrees 20 minutes 18 seconds East along said parallel line a distance of 20.00 feet; thence South 89 degrees 39 minutes 42 seconds West a distance of 10.00 feet, to a line 33.00 feet east of and parallel with said west line of the Northeast Quarter of Section 27; thence South 01 degrees 20 minutes 18 seconds East along said parallel line a distance of 132.59 feet, to the south line of said property conveyed per Document Number 2014-00004286; thence North 89 degrees 08 minutes 15 seconds East along said south line a distance of 25.00 feet, to a line 58.00 feet east of and parallel with said west line of the Northeast Quarter of Section 27; thence North 01 degrees 20 minutes 18 seconds West along said parallel line a distance of 350.00 feet, to said north line of property conveyed per Document Number 2014-00004286; thence South 89 degrees 08 minutes 15 seconds West along said north line a distance of 25.00 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.196 acres, more or less or 8,550 square feet, more or less.

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

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

SEE EXHIBIT “A” ATTACHED HERETO.

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2025.

**[OWNER NAME]**

\_\_\_\_\_  
\_\_\_\_\_

This document prepared by  
and returned to:

Phillip A. Luetkehans, Esq.  
Luetkehans, Brady, Garner & Armstrong, LLC  
2700 International Drive  
Suite 305  
West Chicago, IL 60185

Property Address:

\_\_\_\_\_  
\_\_\_\_\_  
PIN: \_\_\_\_\_

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

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

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

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

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

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

\_\_\_\_\_  
Notary Public

**EXHIBIT A**

Legal Description/Depiction of Permanent Easement Area

Route: FW-1/25 (Section 1)  
Section: 22-37-8  
County: Kendall  
Job No.: 23-R0494  
Parcel: 0334 Permanent  
Easement  
Index No.: 03-22-400-002

That part of the Southeast Quarter of Section 22, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the southwest corner of said Southeast Quarter of Section 22; thence North 01 degrees 22 minutes 38 seconds West along the west line of said Southeast Quarter of Section 22 a distance of 86.90 feet, to the south line of the north 155 acres of said Southeast Quarter of Section 22; thence North 88 degrees 39 minutes 56 seconds East along said south line a distance of 17.90 feet, to the Point of Beginning; thence continuing North 88 degrees 39 minutes 56 seconds East along said south line a distance of 15.00 feet; thence North 01 degrees 26 minutes 32 seconds West a distance of 2560.25 feet, to a point on the north line of said Southeast Quarter of Section 22 which point is 30.00 feet east of the northwest corner of said Southeast Quarter; thence South 88 degrees 39 minutes 56 seconds West along said north line a distance of 15.00 feet; thence South 01 degrees 26 minutes 32 seconds East a distance of 2560.25 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.882 acres, more or less or 38,404 square feet, more or less.

**TEMPORARY CONSTRUCTION  
EASEMENT AGREEMENT**

THIS AGREEMENT is made as of this \_\_\_\_  
day of \_\_\_\_\_, 2025 by and between  
\_\_\_\_\_  
\_\_\_\_\_

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

FOR RECORDER'S USE ONLY

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

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

**WITNESSETH**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to GRANTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_

with a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_

If to GRANTEE:

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

with a copy to:

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

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

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

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

**GRANTOR:**

\_\_\_\_\_  
\_\_\_\_\_

**GRANTEE:**

**DUPAGE WATER COMMISSION**

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

Its: \_\_\_\_\_

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

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

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

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

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

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

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

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

\_\_\_\_\_  
Notary Public

**EXHIBIT A**

Legal Description/Depiction of Temporary Easement Area

Route: FW-1/25 (Section 1)  
Section: 22-37-8  
County: Kendall  
Job No.: 23-R0494  
Parcel: 0334 Temporary  
Easement  
Index No.: 03-22-400-002

That part of the Southeast Quarter of Section 22, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the southwest corner of said Southeast Quarter of Section 22; thence North 01 degrees 22 minutes 38 seconds West along the west line of said Southeast Quarter of Section 22 a distance of 86.90 feet, to the south line of the north 155 acres of said Southeast Quarter of Section 22; thence North 88 degrees 39 minutes 56 seconds East along said south line a distance of 32.90 feet, to the Point of Beginning; thence North 01 degrees 26 minutes 32 seconds West a distance of 2560.25 feet, to a point on the north line of said Southeast Quarter of Section 22 which point is 30.00 feet east of the northwest corner of said Southeast Quarter; thence North 88 degrees 39 minutes 56 seconds East along said north line a distance of 25.00 feet; thence South 01 degrees 26 minutes 32 seconds East a distance of 2560.25 feet, to said south line of the north 155 acres of said Southeast Quarter of Section 22; thence South 88 degrees 39 minutes 56 seconds West along said south line a distance of 25.00 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 1.469 acres, more or less or 64,006 square feet, more or less.

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

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

SEE EXHIBIT “A” ATTACHED HERETO.

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2025.

**[OWNER NAME]**

\_\_\_\_\_  
\_\_\_\_\_

This document prepared by  
and returned to:

Phillip A. Luetkehans, Esq.  
Luetkehans, Brady, Garner & Armstrong, LLC  
2700 International Drive  
Suite 305  
West Chicago, IL 60185

Property Address:

\_\_\_\_\_  
\_\_\_\_\_  
PIN: \_\_\_\_\_

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

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

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

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

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

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

\_\_\_\_\_  
Notary Public

**EXHIBIT A**

Legal Description/Depiction of Permanent Easement Area

Route: TW-6/25 (Section 3)  
Section: 7-37-8  
County: Kendall  
Job No.: 23-R0494  
Parcel: 0218 Permanent Easement

Index No.: 03-07-202-008

That part Lot 1 in Unit One Commerce Industrial Park, part of the Northeast Quarter of Section 7, all in Township 37 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded November 24, 1969, as Document Number 165394, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Beginning at the southeast corner of said Lot 1; thence North 83 degrees 39 minutes 56 seconds West along the south line of said Lot 1 a distance of 32.00 feet; thence North 54 degrees 09 minutes 00 seconds East a distance of 43.19 feet, to the easterly line of said Lot 1; thence South 06 degrees 20 minutes 04 seconds West along said easterly line a distance of 29.00 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.011 acres, more or less or 464 square feet more or less.

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

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

SEE EXHIBIT “A” ATTACHED HERETO.

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2025.

**[OWNER NAME]**

\_\_\_\_\_  
\_\_\_\_\_

This document prepared by  
and returned to:

Phillip A. Luetkehans, Esq.  
Luetkehans, Brady, Garner & Armstrong, LLC  
2700 International Drive  
Suite 305  
West Chicago, IL 60185

Property Address:

\_\_\_\_\_  
\_\_\_\_\_  
PIN: \_\_\_\_\_

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

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

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

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

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

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

\_\_\_\_\_  
Notary Public

**EXHIBIT A**

Legal Description/Depiction of Permanent Easement Area

Route: TW-6/25 (Section 2  
Section: 12-37-8  
County: Kendall  
Job No.: 23-R0494  
Parcel: 0106 Permanent Easement

Index No.: 03-12-100-002  
03-12-100-009

That part of the Northwest Quarter of Section 12, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Beginning at the northwest corner of the Northeast Quarter of said Northwest Quarter; thence South 01 degrees 03 minutes 09 seconds East along the west line of said Northeast Quarter of the Northwest Quarter a distance of 140.00 feet, to a line 140.00 feet south of and parallel with the north line of said Northwest Quarter; thence North 89 degrees 04 minutes 52 seconds East along said parallel line a distance of 10.00 feet, to a line 10.00 feet east of and parallel with the west line of said Northeast Quarter of the Northwest Quarter; thence North 01 degrees 03 minutes 09 seconds West along said parallel line a distance of 140.00 feet, to said north line of the Northwest Quarter; thence South 89 degrees 04 minutes 52 seconds West along said north line a distance of 10.00 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.032 acres, more or less or 1,400 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: 29-37-8  
County: Kendall  
Job No.: 23-R0494  
Parcel: 0407 Permanent Easement

Index No.: 03-29-400-003

That part of the Southeast Quarter of Section 29, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northeast corner of said Southeast Quarter of Section 29; thence South 01 degrees 28 minutes 06 seconds East along the east line of said Southeast Quarter of Section 29 a distance of 35.00 feet, to a line 35.00 feet south of and parallel with said north line of the Southeast Quarter of Section 29 and the Point of Beginning; thence South 89 degrees 39 minutes 19 seconds West along said parallel line a distance of 884.00 feet; thence North 00 degrees 20 minutes 41 seconds West a distance of 10.00 feet, to a line 25.00 feet south of and parallel with said north line of the Southeast Quarter of Section 29; thence South 89 degrees 39 minutes 19 seconds West along said parallel line a distance of 20.00 feet; thence South 00 degrees 20 minutes 41 seconds East a distance of 10.00 feet, to a line 35.00 feet south of and parallel with said north line of the Southeast Quarter of Section 29; thence South 89 degrees 39 minutes 19 seconds West along said parallel line a distance of 1162.04 feet, to the north most east line of property conveyed to The County of Kendall for highway by Warranty Deed Document Number 2022-000010654; thence South 00 degrees 20 minutes 36 seconds East along said east line a distance of 15.00 feet, to a line 50.00 feet south of and parallel with said north line of the Southeast Quarter of Section 29; thence North 89 degrees 39 minutes 19 seconds East along said parallel line a distance of 2066.33 feet, to said east line of the Southeast Quarter of Section 29; thence North 01 degrees 28 minutes 06 seconds West along said east 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 0.716 acres, more or less or 31,193 square feet, more or less.

**TEMPORARY CONSTRUCTION  
EASEMENT AGREEMENT**

THIS AGREEMENT is made as of this \_\_\_\_  
day of \_\_\_\_\_, 2025 by and between  
\_\_\_\_\_  
\_\_\_\_\_

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

FOR RECORDER'S USE ONLY

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

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

**WITNESSETH**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to GRANTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Email:

with a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Email:

If to GRANTEE:

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

with a copy to:

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

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

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

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

**GRANTOR:**

\_\_\_\_\_  
\_\_\_\_\_

**GRANTEE:**

**DUPAGE WATER COMMISSION**

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

Its: \_\_\_\_\_

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

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

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

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

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

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

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

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

\_\_\_\_\_  
Notary Public

**EXHIBIT A**

Legal Description/Depiction of Temporary Easement Area

Route: FW-1/25 (Section 2)  
Section: 29-37-8  
County: Kendall  
Job No.: 23-R0494  
Parcel: 0407 Temporary  
Easement 1  
Index No.: 03-29-400-003

That part of the Southeast Quarter of Section 29, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northeast corner of said Southeast Quarter of Section 29; thence South 01 degrees 28 minutes 06 seconds East along the east line of said Southeast Quarter of Section 29 a distance of 14.00 feet, to the Point of Beginning; thence continuing South 01 degrees 28 minutes 06 seconds East along said east line a distance of 21.00 feet, to a line 35.00 feet south of and parallel with said north line of the Southeast Quarter of Section 29; thence South 89 degrees 39 minutes 19 seconds West along said parallel line a distance of 884.00 feet; thence North 00 degrees 20 minutes 41 seconds West a distance of 10.00 feet, to a line 25.00 feet south of and parallel with said north line of the Southeast Quarter of Section 29; thence South 89 degrees 39 minutes 19 seconds West along said parallel line a distance of 20.00 feet; thence South 00 degrees 20 minutes 41 seconds East a distance of 10.00 feet, to a line 35.00 feet south of and parallel with said north line of the Southeast Quarter of Section 29; thence South 89 degrees 39 minutes 19 seconds West along said parallel line a distance of 1162.04 feet, to the north most east line of property conveyed to The County of Kendall for highway by Warranty Deed Document Number 2022-000010654; thence North 00 degrees 20 minutes 36 seconds West along said east line a distance of 21.00 feet, to a line 14.00 feet south of and parallel with said north line of the Southeast Quarter of Section 29; thence North 89 degrees 39 minutes 19 seconds East along said parallel line a distance of 2065.62 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.991 acres, more or less or 43,174 square feet, more or less.

**TEMPORARY CONSTRUCTION  
EASEMENT AGREEMENT**

THIS AGREEMENT is made as of this \_\_\_\_  
day of \_\_\_\_\_, 2025 by and between  
\_\_\_\_\_  
\_\_\_\_\_

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

FOR RECORDER'S USE ONLY

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

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

**WITNESSETH**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to GRANTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Email:

with a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Email:

If to GRANTEE:

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

with a copy to:

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

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

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

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

**GRANTOR:**

\_\_\_\_\_  
\_\_\_\_\_

**GRANTEE:**

**DUPAGE WATER COMMISSION**

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

Its: \_\_\_\_\_

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

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

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

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

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

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

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

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

\_\_\_\_\_  
Notary Public

**EXHIBIT A**

Legal Description/Depiction of Temporary Easement Area

Route: FW-1/25 (Section 2)  
Section: 29-37-8  
County: Kendall  
Job No.: 23-R0494  
Parcel: 0407 Temporary  
Easement 2  
Index No.: 03-29-400-003

That part of the Southeast Quarter of Section 29, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northeast corner of said Southeast Quarter of Section 29; thence South 01 degrees 28 minutes 06 seconds East along the east line of said Southeast Quarter of Section 29 a distance of 35.00 feet, to a line 35.00 feet south of and parallel with said north line of the Southeast Quarter of Section 29; thence South 89 degrees 39 minutes 19 seconds West along said parallel line a distance of 884.00 feet; thence North 00 degrees 20 minutes 41 seconds West a distance of 10.00 feet, to a line 25.00 feet south of and parallel with said north line of the Southeast Quarter of Section 29; thence South 89 degrees 39 minutes 19 seconds West along said parallel line a distance of 20.00 feet; thence South 00 degrees 20 minutes 41 seconds East a distance of 10.00 feet, to a line 35.00 feet south of and parallel with said north line of the Southeast Quarter of Section 29; thence South 89 degrees 39 minutes 19 seconds West along said parallel line a distance of 1162.04 feet, to the north most east line of property conveyed to The County of Kendall for highway by Warranty Deed Document Number 2022-000010654; thence South 00 degrees 20 minutes 36 seconds East along said east line a distance of 15.00 feet, to a line 50.00 feet south of and parallel with said north line of the Southeast Quarter of Section 29 and the Point of Beginning; thence North 89 degrees 39 minutes 19 seconds East along said parallel line a distance of 2066.33 feet, to said east line of said Southeast Quarter of Section 29; thence South 01 degrees 28 minutes 06 seconds East along said east line a distance of 19.00 feet, to a line 69.00 feet south of and parallel with said north line of the Southeast Quarter of Section 29; thence South 89 degrees 39 minutes 19 seconds West along said parallel line a distance of 2066.70 feet; thence South 00 degrees 20 minutes 36 seconds East a distance of 11.00 feet, to a line 80.00 feet south of and parallel with said north line of the Southeast Quarter of Section 29; thence South 89 degrees 39 minutes 19 seconds West along said parallel line a distance of 359.63 feet, to a line 20.00 feet southeasterly of and parallel with the southeasterly line of said property conveyed to The County of Kendall for highway by Warranty Deed Document Number 2022-000010654; thence South 56 degrees 26 minutes 30 seconds West along said parallel line a distance of 166.41 feet, to the west line of said property conveyed to The

County of Kendall for highway by Warranty Deed Document Number 2022-000010654; thence North 02 degrees 12 minutes 39 seconds West along said west line a distance of 23.42 feet, to said southeasterly line of said property conveyed to The County of Kendall for highway by Warranty Deed Document Number 2022-000010654; thence North 56 degrees 26 minutes 30 seconds East along said southeasterly line a distance of 178.45 feet, to the east most south line of said property conveyed to The County of Kendall for highway by Warranty Deed Document Number 2022-000010654; thence North 89 degrees 39 minutes 19 seconds East along said east most south line a distance of 350.32 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 1.225 acres, more or less or 53,353 square feet, more or less.



**Resolution #:** O-16-25

**Account:** 01-80-852010

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

**PDM - - PDM**

## REQUEST FOR BOARD ACTION

**Date:** 11/10/2025

**Description:** **Authorization of License Agreement with Commonwealth Edison – WaterLink pipeline corridor**

**Agenda Section:** Administration Committee

**Originating Department:** Administration

As a function of the WaterLink pipeline project, an existing Commonwealth Edison corridor was identified as the preferred route following evaluation of alternatives in 2023. DWC engaged ComEd officials at that time, and staff and the WaterLink consulting team has been working with ComEd officials and technical representatives since that time to advance the design and to determine and document the limits of the temporary and permanent license needed for construction.

I am pleased to report that process has now concluded, and the attached license agreement has been agreed upon in substantially the form as presented (DWC was continuing to refine some language/exhibits at the time the packets were posted; any changes will be provided at the Board meeting).

I would like to thank DWC staff, engineering consultants, and legal counsel for their significant efforts in coordinating this complex activity. Furthermore, I would like to acknowledge and express appreciation to ComEd for their collaboration to provide for the watermain within the existing electric utility corridor. The cooperation between ComEd and DWC will yield a more efficient and cost-effective project, and will reduce environmental, traffic, and utility conflicts and disruptions which would have resulted with alternative alignments. Further, this collaboration illustrates the positive impact that intergovernmental/interagency cooperation can provide for regional projects of generational importance, such as the WaterLink project.

### **Recommended Motion:**

To approve Ordinance O-16-25

DUPAGE WATER COMMISSION

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**ORDINANCE NO. O-16-25**

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AN ORDINANCE AUTHORIZING THE ACQUISITION OF A PIPELINE CONSTRUCTION AND LICENSE AGREEMENT WITH COMMONWEALTH EDISON 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 enter into contracts for the purpose of exercising its powers, including, *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 a license over real estate owned by Commonwealth Edison 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 Pipeline Construction and License Agreement (the "License") attached hereto and incorporated herein as Exhibit 1 should be entered into as the License is necessary and desirable for the purposes as hereinabove set forth; and

WHEREAS, the Commission has determined that the terms of the License Agreement 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 Pipeline Construction and License Agreement, attached hereto as Exhibit 1, 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 enter into the Pipeline Construction and License Agreement as set forth in Exhibit 1.

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 F. Zay, Chairman

ATTEST:

\_\_\_\_\_  
Danna Mundall, Clerk  
Board/Ordinances/2025/O-16-25

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EXHIBIT 1

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CONTRACT NUMBER: \_\_\_\_\_  
C.E.CO. R/W: \_\_\_\_\_  
PARCEL # \_\_\_\_\_  
[LEGAL] \_\_\_\_\_  
[LEGAL] \_\_\_\_\_  
[COUNTY NAME] COUNTY, [TOWNSHIP NAME] TOWNSHIP, ILLINOIS  
C.E.CO. REGION: \_\_\_\_\_  
PIN # \_\_\_\_\_

**PIPELINE CONSTRUCTION AND LICENSE AGREEMENT**

This PIPELINE CONSTRUCTION AND LICENSE AGREEMENT (“**Agreement**”) is made as of [MONTH] [DATE], 2025 between Commonwealth Edison Company (“**ComEd**”), and Illinois corporation, and 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. (“**Licensee**”) whose address is 600 E. Butterfield Road, Elmhurst, Illinois 60126 .

**RECITALS:**

A. ComEd owns the property legally described or depicted on Exhibit A, attached hereto, (“**Property**”).

B. Licensee has requested that ComEd grant to Licensee a perpetual, non-exclusive license on a portion of the Property to construct, maintain, operate, inspect, repair, replace or remove a water pipeline and related facilities.

NOW, THEREFORE, in consideration of Ten and No/100ths Dollars, the mutual covenants to be performed and observed by the parties hereunder and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ComEd and Licensee hereby covenant and agree as follows:

**1. GRANT OF LICENSE**

(a) Subject to and upon the terms set forth herein, ComEd hereby grants to Licensee a perpetual, revocable, non-exclusive license (the “**License**”), under the following terms and conditions, in, under, upon, along and across a twenty (20) foot wide strip of laying lying ten (10) feet along the center line (the “**Center Line**”) of the pipeline to be installed by Licensee on a portion of the Property described or depicted on Exhibit A (such property is hereinafter referred to as the “**Licensed Property**”), for the limited purpose described in Section 3 below, and the non-exclusive, temporary ingress and egress license to Licensee over a portion of the Property fifty (50) feet in width and located twenty-five (25) feet on either side of the Center Line as depicted in Exhibit B hereto (“**Access Area**”) as may be reasonably required for the initial installation of Licensee’s Facilities (defined herein) and for no other purposes whatsoever.

(b) If, during the initial installation of Licensee's Facilities, Licensee requires temporary ingress and egress for Licensee's construction equipment over a strip of land exceeding fifty (50) feet in width (“**Expanded Access Area**”), Licensee shall so notify ComEd in writing in advance of the need for such temporary ingress and egress over any such Expanded Access Area, and such temporary ingress and egress over any such Expanded Access Area shall be subject to ComEd's prior written approval, which

approval may be granted or withheld by ComEd on a case by case basis. The term "Expanded Access Area" shall also include any temporary workspace areas that ComEd may elect in its discretion to make available to Licensee outside of the Licensed Property or Access Area to facilitate Licensee's initial installation of Licensee's Facilities. The location(s) of such temporary workspace areas shall be subject to such regulations and restrictions as ComEd shall deem necessary or appropriate in its discretion.

## **2. TERM, RELOCATION AND REVOCATION:**

(a) This License shall commence on [MONTH] [DATE], 2025 ("Commencement Date") and shall perpetual in length and not be terminated or revoked, except as provided herein.

(b) ComEd utilizes the Property for ComEd's own business operations (collectively, "ComEd's Operations"), which operations, for purposes hereof, shall include without limitation the construction, reconstruction, maintenance, repair, modification, upgrade, expansion, addition, renewal, replacement, relocation, inspection, removal, use and operation of transmission, distribution and communications improvements, fixtures, facilities, structures, machinery, equipment, wires, fiber, cables, conduits, manholes, appurtenances, supports and/or other property owned by ComEd which are located on, or within, the Property, whether now existing or hereafter to be installed, in, at, over, under, along or across the Property (collectively, "ComEd's Facilities").

(c) If there is change in any relevant facts and circumstances, including without limitation any change in ComEd's business needs or operations, that require (as determined by ComEd in its judgment) modifications to existing or the addition of ComEd Facilities on the Property that cannot be installed with Licensee's Facilities over, under or upon the Licensed Property (a "Location Conflict"), ComEd shall notify Licensee of the need to relocate Licensee's Facilities (as hereinafter defined) (a "Relocation Notice"). Upon receipt of the Relocation Notice, ComEd and Licensee will cooperate in good faith to identify by a date certain an alternate location within the Property to which Licensee can relocate such encroaching pipeline (hereinafter, a "Relocation").

Once an alternate location is identified to resolve the Location Conflict, Licensee shall provide ComEd with a schedule for relocation of Licensee's Facilities such that, within two (2) years of receipt of the Relocation Notice, Licensee shall remove Licensee's Facilities from the Licensed Premises and install its Facilities in the alternate location on the Property at Licensee's sole cost and expense ("Relocation Schedule"). If Licensee relocates encroaching Facilities (with ComEd's consent, as provided above), the parties will memorialize the new location in an amendment to this License Agreement or in a new license agreement containing terms identical to those herein..

If the parties cannot agree on an alternate location or, in ComEd's discretion it is not able to provide an alternate location on the Property for Licensee's Facilities, then ComEd shall provide Licensee with written notice of revocation as to the Location Conflict (a "Revocation Notice"). Within six months of receipt of the Revocation Notice, Licensee shall provide ComEd with a schedule for vacation of Licensee's Facilities such that, within four (4) years of receipt of Revocation Notice from ComEd, Licensee shall remove Licensee's Facilities from the Licensed Premises at Licensee's sole cost and expense. The parties shall execute an amendment to this License removing that portion of the Licensed Premises revoked by Licensee, or terminating the License in its entirety, as applicable, with a prorata adjustment (and refund, if applicable) to the License Fee (defined below).

(d) Failure to provide a Relocation Schedule or Removal Schedule, as appropriate, and any failure to comply with such Relocation Schedule or Removal Schedule, after notice to Licensee and Licensee's failure to cure within thirty (30) days thereafter, shall constitute a breach of this Agreement and in addition to the rights and remedies in Section 27 hereunder, ComEd reserves the right (but shall have no obligation) to remove Licensee's Facilities from the Licensed Premises without liability to Licensee for any

loss or damage as a result thereof. Licensee shall be responsible for reimbursing ComEd for costs of such removal. If Licensee: (i) uses the Licensed Property for purposes other than the Permitted Use; (ii) shall abandon or cease to use the Licensed Property; or (iii) shall violate or fail to comply with any of the terms, conditions, covenants and provisions in this License, then ComEd shall have the rights and remedies in Section 27 hereunder.

(e) Intentionally Omitted.

### 3. **PURPOSE:**

(a) The Licensed Property shall be used by Licensee solely, in compliance with all Legal Requirements (as defined herein), for purpose of constructing, testing, operating, inspecting, maintaining, repairing, replacing or removing water pipeline with a maximum diameter of 54 inches for a distance of approximately eleven (11) miles (“**Licensee’s Facilities**”), and the maintenance thereof (the “**Permitted Use**”), and for no other purpose whatsoever.

(b) For purposes of this Agreement, the term “**Legal Requirements**” shall mean all present and future laws, rules, orders, ordinances, regulations, statutes, requirements, codes (including the National Electrical Safety Code), executive orders, court orders, rules of common law, and any judicial interpretations thereof, extraordinary as well as ordinary, of all governmental authorities, and all rules, regulations and government orders with respect thereto, and of any applicable fire rating bureau, or other body exercising similar functions, affecting the Licensed Property or the maintenance, use or occupation thereof, or any street, sidewalk or other property comprising a part thereof, regardless of whether imposed by their terms upon ComEd or Licensee, or the use thereof by Licensee, which are subject to change from time to time. “Legal Requirements” shall include “Environmental Laws” as defined in Section 8 below.

### 4. **LICENSE FEES:**

(a) In consideration of the use of the Licensed Property, and upon execution of this License, Licensee shall pay to ComEd the sum of \$209,088 annually as its license fee (“License Fee”) in all instances, without notice or demand, and without any setoff, counterclaim, abatement or deduction whatsoever. Payment shall be due on the Commencement Date and on the anniversary of the Commencement Date during the Term. The License Fee shall increase three percent (3%) each 10-year period during the Term.

(b) License Fee shall be paid to the following address:  
Real Estate Department  
3 Lincoln Center Drive, 4<sup>th</sup> Floor  
Oakbrook Terrace, IL 60181  
Attn: Director, Real Estate

or to such other place as ComEd may from time to time designate in writing. All payments due from Licensee hereunder which are not paid when due shall bear interest at a rate equal to ten percent (10%) per annum from the date due until paid (the “**Default Rate**”). Such interest shall be compounded monthly. Except for the License Fees, and except as otherwise specifically provided herein, all charges, reimbursements and other payments due from Licensee hereunder shall be due and payable within thirty (30) days after Licensor’s delivery of written demand therefor.

5. **CONDITION OF PROPERTY:** Licensee has examined the Licensed Property and knows its condition. Licensee hereby accepts the condition of the Licensed Property in its AS-IS, WHERE-IS CONDITION, WITH ALL FAULTS. No representations or warranties as to the condition, repair or compliance with applicable legal requirements thereof, and no agreements to make any alterations, repairs

or improvements in or about the Licensed Property have been made by or on behalf of ComEd. By accepting this License, Licensee shall be conclusively presumed to have accepted the condition thereof and to have unconditionally waived any and all claims whatsoever related to the condition of the Licensed Property. Without limiting the foregoing, Licensee hereby acknowledges and agrees that ComEd has made no representations or warranties concerning the Licensed Property' compliance with Legal Requirements, including without limitation, whether the Permitted Use constitutes a legal use of the Licensed Property. Licensee, at its sole cost and expense, shall obtain any permits or licenses mandated by Legal Requirements to allow the Permitted Use. Licensee hereby acknowledges and agrees that ComEd does not grant Licensee the right or authority by the terms of this License at any time to have the Licensed Property rezoned. Notwithstanding the foregoing, if the Licensed Property shall be found to not be in compliance with Legal Requirements, Licensee shall bear no liability to ComEd or any other party if said condition is not caused by Licensee.

**6. COVENANTS OF LICENSEE:** Licensee covenants that, in using the Licensed Property:

(a) Licensee will not in any way disrupt, interfere with or damage ComEd's Facilities or property located on the Licensed Property from time to time or with ComEd's use or occupancy of the Licensed Property, and with the exception of the Licensee's rights hereunder, ComEd's rights with respect to the Licensed Property shall be paramount and superior to those of Licensee with respect to the Licensed Property in all respects

(b) Under no circumstances shall Licensee undertake any blasting on ComEd's Property;

(c) Any vehicles or equipment used or stored on ComEd's Property must maintain OSHA Standards 1910.180(j) and 1910.181(j)(5)(i) Regarding Equipment Clearances from Overhead Facilities. In addition, no vehicles, equipment or anything else (including, but not limited to, any equipment attached to vehicles or equipment such as antennas) having a height which exceeds the maximum allowable height under applicable OSHA height standards in effect from time to time, shall be driven, moved or transported on the Licensed Premises, Access Area or Expanded Access Area without ComEd's prior written consent.

(d) Except during Work (as defined herein) on Licensee's Facilities, Licensee shall not cause or permit the existing ground grade on the Licensed Premises to be increased or decreased in excess of eight (8) inches above or below the existing grade level of the Licensed Premises as of the date of this Agreement. ComEd shall notify Licensee of any change to ComEd's grading standards applicable to the Licensed Premises;

(e) Licensee shall not allow any vehicles, machinery or equipment to be used or parked on the Licensed Property, except during Work (as defined herein) on Licensee's Facilities or emergency services;

(f) Licensee shall comply at all times with all safety, construction and operational regulations applicable to placement construction, use or operation of water pipelines subject to the jurisdiction of the United States and/or the State of Illinois and shall ensure that Licensee's Facilities do not violate any environmental or safety requirement, including without limitation any requirements of the U.S. Environmental Protection Agency or the Illinois Environmental Protection Agency or any clearance requirement, imposed on ComEd by any applicable state or federal regulations or the National Electrical Safety Code or by any state or federal governmental agency having jurisdiction over ComEd, Licensee or their respective operations

(g) Licensee shall not allow under any circumstances truck beds be raised underneath ComEd's distribution and /or transmissions lines; which requirement shall be added to Licensee's construction contracts and drawings;

(h) Licensee shall provide ComEd with written notice immediately: (i) upon Licensee's obtaining knowledge of any potential or known violations of any Legal Requirements relating to the Licensed Property; and (ii) of Licensee's receipt of any notice, correspondence, demand or communication of any nature from any governmental authority related to any alleged or actual violation of any Legal Requirements relating to the Licensed Property;

(i) Licensee will not cause or permit any mechanic's lien or claim for lien to be asserted against any portion of ComEd's Property, including without limitation the Licensed Property, or any other real estate owned by ComEd or any improvements thereon, which lien or claim for lien arises out of any contract or agreement for Work to be performed by or on behalf of Licensee in connection with the installation of Licensee's Facilities or any of the rights granted to Licensee hereunder. In the event any such lien or claim for lien is filed, Licensee will promptly cause such lien to be released or record by payment thereof or post a bond with ComEd in the amount of 150% of the amount of the lien. To the greatest extent permitted by law, Licensee hereby agrees to indemnify, defend (with counsel acceptable to ComEd) and hold harmless ComEd from and against any and all liens or claims for lien arising out of or in any way connected with the installation of Licensee's Facilities, Licensee's use of the Licensed Property or any other rights granted to Licensee under this Agreement;

(j) Licensee shall not to commit waste, loss or damage to the Licensed Property; and

**7. CONDITIONS GOVERNING CONSTRUCTION, REPAIR, MAINTENANCE, ALTERATIONS AND OTHER WORK.**

(a) The term "Work" as used in this Agreement shall include without limitation all work related to the installation, alteration, maintenance, repair, relocation, replacement or removal of Licensee's Facilities. All Work (excluding only emergencies or routine maintenance not requiring excavation) shall be performed in accordance with plans and specifications approved in writing by ComEd prior to the commencement of such Work. Any amendments, additions or other changes to such approved plans and specifications shall be subject to ComEd's review and approval, prior to the performance of any Work identified therein. ComEd shall conduct its review of such documents within sixty (60) days of ComEd's receipt of same, and such approval shall not be unreasonably withheld, conditioned or delayed. ComEd shall have the right (but not the obligation) to monitor and observe Licensee's performance of any such Work at the Licensed Property (or any component thereof) and, in the event that ComEd so elects, Licensee shall reimburse ComEd for any and all costs of such monitoring and observation. In the event that ComEd elects to monitor or observe any such work, in no event shall ComEd be deemed to have approved or made any representation or warranty regarding the same. Upon completion of the installation of Licensee's Facilities, Licensee shall furnish to ComEd an "as-built" plat accurately showing the installed locations of all of Licensee's Facilities.

(b) Prior to the performance of any Work, Licensee shall (i) obtain all applicable permits, approvals and authorizations required from any federal, state or local governmental authority and furnish ComEd with satisfactory evidence that all such approvals have been obtained and (ii) furnish ComEd with certificates of insurance for each contractor and subcontractor evidencing such contractor's or subcontractor's compliance with the requirements of Section 10 hereof.

(c) Except for emergency repairs necessary to prevent or overcome: (i) an imminent threat to the health and safety of the public; (ii) an imminent reduction or interruption of the water supply capability of Licensee; (iii) an operational failure of Licensee's Facilities; (iv) an imminent reduction or interruption of ComEd's Facilities; or (v) an imminent reduction or interruption of the electric transmission or distribution capability of any of ComEd's Facilities or any related party resulting from the operational failure of ComEd's Facilities ((i) through (v) above, an "Emergency"), Licensee shall provide ComEd with

not less than thirty (30) days' advance notice of any Work so that ComEd may take such protective actions as ComEd deems necessary to ensure the safety and reliability of ComEd's Facilities in the area of Licensee's proposed Work. Licensee shall postpone the commencement of its work until such time as ComEd has completed any and all such protective work. Any reasonable cost and expense of such protective work shall be borne by Licensee and paid by Licensee within thirty (30) days after receipt of a bill therefor. ComEd may elect, on a case-by-case basis, and at ComEd's cost, to have all of Licensee's work performed in the presence of a representative of ComEd and in a manner reasonably satisfactory to such representative. Licensee shall bear the cost incurred by ComEd in having a representative present during the performance of Licensee's Work. Except for repairs necessary to prevent or overcome an Emergency, Licensee shall, in addition to the thirty (30) days' notice required above, notify ComEd at least forty-eight (48) hours in advance of entering ComEd's Property for the performance of any Work. The timing and scheduling of such Work shall be subject to ComEd's prior written approval pursuant to subsection (a) above, and ComEd shall make such determination within fourteen (14) days of ComEd's receipt of said notice from Licensee. In the event Licensee is required to perform any Emergency repair Work, Licensee shall contact ComEd within 24-hours of entering ComEd's Property and provide ComEd with copies of Licensee's contractor's or subcontractor's insurance and to notify ComEd in writing of such Emergency repair Work within forty-eight (48) hours after the performance of such repairs have taken place.

(d) If Licensee performs any grading, leveling, digging or excavation Work on the Licensed Premises (which Work shall be subject to ComEd's prior written approval), Licensee will notify J.U.L.I.E. at telephone number (800) 892-0123, or in the event the Licensed Property is located outside J.U.L.I.E.'s or C.U.A.N.'s jurisdiction, any other services required by the utilities in the jurisdiction in which the Licensed Property is located, at least seventy-two (72) hours prior to the commencement of such Work in order to locate all existing utility lines that may be present on the Licensed Property. In addition, prior to the commencement of such Work, Licensee shall schedule a field meeting with representatives of all utility companies or other third parties having facilities on that portion of ComEd's Property affected by the excavation Work and shall obtain from each such utility or third party an 'all clear' letter or similar written confirmation from each utility or third party that the Work will not interfere or conflict with its facilities. Within ten (10) days of ComEd's request, Licensee shall provide ComEd with copies of such 'all clear' letters or other written confirmation of no conflicts obtained by Licensee from existing utilities or third parties. If Licensee damages any such underground facilities in the course of its Work, Licensee will promptly reimburse ComEd or the owner of such equipment or facilities for any and all expense incurred in repairing or replacing such damage. Nothing contained in this Agreement shall be deemed to create any obligation on the part of ComEd to inspect the installation of Licensee's Facilities on behalf of any third parties or to safeguard the facilities of any third parties in connection with the installation of Licensee's Facilities.

(e) ComEd may withhold its consent to the performance of any Work whenever any of the following conditions exist: (i) Licensee is in default under this Agreement beyond any applicable cure period provided herein, (ii) the performance of such Work and the use and occupancy of ComEd's Property contemplated by such Work will in ComEd's judgment interfere with ComEd's Operations or any rights of third parties in ComEd's Property, or (iii) ComEd and Licensee have failed to enter into such supplemental agreements as ComEd reasonably deems necessary or advisable regarding the performance of such Work. ComEd retains the right to suspend or stop all such Work if in ComEd's judgment the ongoing performance of such Work endangers ComEd's Facilities or threatens to interfere with ComEd's Operations, and ComEd shall incur no liability for any additional cost or expense incurred by Licensee or any third parties in connection with such Work stoppage. Licensee shall perform such Work in a manner that avoids any conflict or interference with any third party users of ComEd's Property.

(f) All Work shall be performed in a good and workmanlike manner and in accordance with all applicable laws, statutes, building codes and regulations of applicable governmental authorities. Without

limiting the generality of the foregoing, Licensee shall cause all Work and the placement of Licensee's Facilities to meet any applicable requirements of 83 111. Admin. Code Part 305, as amended from time to time, and shall cause all workers performing any Work on behalf of Licensee, its contractors and subcontractors, to be equipped for and conform to OSHA safety regulations. Within thirty (30) days after completion of the Work, Licensee shall (i) provide waivers of lien from each contractor and such other evidence of lien-free completion of the Work as ComEd may reasonably require and (ii) restore all adjacent and other affected areas of ComEd's Property as nearly as practicable to their original condition preceding the commencement of such Work.

(g) Licensee shall promptly notify ComEd of any damage caused to ComEd's Facilities arising out of or related to the performance of such Work, including without limitation damage to any of ComEd's electrical or communications transmission or distribution facilities and Licensee will reimburse ComEd within thirty (30) days for the cost of any such repairs and other expenses incurred by ComEd as a result of such damage.

(h) There shall be no permanent impairment of any natural or installed drainage facilities occasioned by any Work, and Licensee at its cost shall repair and replace all drainage or field tiles damaged or destroyed during the performance of such Work. Licensee will identify the known locations of all drainage or field tiles by stationing on Licensee's construction plans and the same information will be incorporated into Licensee's "as-built" plans delivered to ComEd upon completion of construction of Licensee's Facilities.

(i) Third Party Facilities. In addition to any ComEd's Facilities located on or near the Licensed Property, Licensee hereby acknowledges that the Licensed Property may be used from time to time to accommodate equipment and facilities of other persons and/or entities (including, without limitation, pipeline and utility companies) which are (or will be) located on, above or below the surface of the Licensed Property (the "Third Party Facilities"). ComEd shall send notice to Licensee containing the contact information for such Third Party Facilities holders known by ComEd and promptly inform Licensee of any new Third Party Licensee holders subsequent to construction of Licensee's Facilities. Notwithstanding the foregoing, Licensee shall be responsible for verifying Third Party Facilities. Licensee agrees that it will contact any such persons and/or entities holding rights to use and/or occupy the Licensed Property, and provide the proper protection required by such persons or entities, in connection with Licensee's use and occupancy of the Licensed Property. Licensee further agrees to furnish ComEd copies of the correspondence between the any such persons or entities and Licensee. Licensee agrees that this requirement shall apply to any installations currently located at the Licensed Property and any and all future installations within the Licensed Property.

(j) Notification. Requests for ComEd approval set forth in this Section shall be sent by electronic mail to ComEdRealEstateFacilities.com. In addition to and not in lieu of, Licensee's other obligations under this Section, Licensee also agrees to notify ComEd's Representative at ComEdRealEstateFacilities@comed.com at least seventy-two (72) hours prior to the commencement of any Alterations at the Licensed Property.

(k) The following additional specific requirements shall apply to the performance of such Work:

(i) Licensee agrees that Licensee's Facilities will be installed in substantial conformity with the plans attached to this Agreement as Exhibit B. Licensee's Facilities shall be installed at a depth with at least 5 feet of ground cover in ComEd's Property, and at those locations where Licensee's Facilities will traverse alongside ComEd's fenced-in substation sites, Licensee's Facilities shall maintain at least 8 feet of ground cover.

(ii) Should any proposed changes to Licensee's Facilities be required either before, during or after installation, Licensee, or its successor, shall first submit such changes to ComEd, in the form of revised plans for ComEd's review and approval. Upon completion of ComEd's review and approval process, ComEd shall either approve or deny Licensee's proposed changes, on a case by case basis, in writing. ComEd shall complete its review as provided in Section 7(e) herein and may withhold its approval as provided in Section 7(e) herein.

(iii) Licensee shall maintain a minimum distance at ground level of 15 feet of horizontal separation or undisturbed earth from the top of Licensee's proposed pipeline trench to the concrete foundation of ComEd's existing electrical transmission steel towers or steel poles and maintain a minimum distance at ground level of 10 feet of horizontal separation or undisturbed earth from the top of Licensee's proposed pipeline trench to any existing wood pole structure and, if Licensee can not maintain the required horizontal separation of undisturbed earth during its trenching operation, Licensee will install Licensee's Facilities by either auguring or boring past ComEd's steel structure or pole foundation or the wood pole structure for a distance of at least 10 feet beyond either side of said foundation or wood pole structure.

(iv) When crossing any existing underground facility of ComEd, Licensee will: (a) hand-dig or vacuum excavate within 15 feet of any marked or field located underground facility of ComEd, until ComEd's underground facility is found, braced or supported; thereafter, all digging may continue by hand or vacuum excavation, unless machine digging is approved by ComEd's Regional Right of Way Agent or other authorized representative, and Licensee's Facility shall then be installed under or beneath ComEd's existing underground facility and (b) maintain at least 2 feet of vertical separation between any of ComEd's existing underground facilities and Licensee's Facilities, Licensee will observe any requirements of third parties having existing underground facilities on ComEd's Property being crossed during the installation of Licensee's Facilities.

(v) Where Licensee's Facilities are crossing under any of ComEd's fiber optic cable, including without limitation the TBON cable, ComEd will require that a split plastic duct be installed and secured around ComEd's underground fiber optic cables in order to protect the fiber optic cable from any damage during Licensee's backfilling operation.

(vi) Upon excavation of ComEd's existing underground conduits, concrete encased duct packages, cables and subsurface facilities, including without limitation TBON, all of the same, shall be inspected by ComEd or its authorized representative for any damage thereto and repaired, before Licensee begins its backfilling operation; thereafter, Licensee shall backfill around ComEd's underground facility either with sand or with pulverized sifted soils to an elevation of at least 1 foot above ComEd's existing underground facility before returning to Licensee's double-ditching method of backfilling, except as otherwise may be required for backfilling in wetland areas.

(vii) All pipeline trenching will be opened, the subject portion of Licensee's Facilities installed, and the trench backfilled all in the same working day. No open trenches will be permitted overnight in ComEd's Property or in adjacent property involving the installation of Licensee's Facilities, unless otherwise specifically approved by ComEd or barricaded off in accordance with an approved detail and specification. Under no circumstances will open trenches be permitted overnight adjacent to ComEd's electrical transmission steel

towers or poles for a distance of at least 10 feet on either side of ComEd's steel towers or poles.

(viii) If ComEd's fence lines are opened at any time during the performance of any Work, such fence lines shall be repaired and restored to ComEd's satisfaction by Licensee at its expense, together with the placement of a cable gate at such location that allows future ease of access to ComEd's Property from abutting public roadways.

(ix) Licensee shall install suitable markers acceptable to ComEd at all points where Licensee's Facilities enter and leave ComEd's Property, at all road crossings, at all rail crossings and at all locations where Licensee's Facilities change directions, provided that the markers and the installation thereof shall not be inconsistent with all laws, rules, statutes and regulations of any governmental authority having jurisdiction over Licensee. Licensee shall place appropriate survey monuments along the center line of the Licensed Property at all government section line crossings and at all angle points.

(x) Licensee agrees that any cathodic protection system, which it may elect or be required (pursuant to this section) to install and which may consist of anodes, test stations rectifiers and buried ground wires used in connection with Licensee's Facilities to mitigate stray electrical currents, shall be coordinated with the methods or requirements of ComEd. Licensee agrees to provide and install, at its sole cost and expense, all such equipment as may be reasonably necessary to mitigate any stray electrical currents caused by the presence of Licensee's Facilities in ComEd's Property. Licensee agrees to notify CRCUC (Chicago Region Committee on Underground Corrosion) prior to the installation of Licensee's Facility. Licensee also agrees that immediately upon completion of the installation of Licensee's Facilities and the related cathodic protection system in ComEd's Property to contact CRCUC, in order that an interference test can be performed between Licensee and ComEd. If it is determined that ComEd's steel structures or plant equipment are affected now or in the future with stray electrical currents caused by the existence of Licensee or Licensee's Facilities, then Licensee agrees to take all appropriate corrective measures as reasonably required by ComEd to eliminate such interference between ComEd's steel structure and plant equipment and Licensee's Facilities.

Licensee agrees that it shall take its readings at the test stations and provide an annual report to ComEd. Any cost or expense associated with the cathodic protection system or its maintenance or any corrective measures that may be required in the future which are caused by the existence of Licensee or Licensee's Facilities shall be at the sole cost or expense of Licensee.

(xi) Licensee agrees to mitigate, at its sole cost and expense, any and all adverse electrical effects that may arise, occur or result on Licensee's Facilities due to the presence of Licensee's Facilities as located in ComEd's Property adjacent to or parallel with ComEd's electrical transmission and distribution facilities. Such effects shall include, but not be limited to, magnetic induction (inductive coupling), electric induction (electrostatic induction or capacitive coupling), and conductive coupling (resistive coupling), (hereinafter jointly or severally referred to as "Inductive Interference Problems"). Licensee further covenants and agrees that in designing, specifying or otherwise determining the quality or suitability of any mitigating apparatus that will satisfy the Inductive Interference Problems that are present on Licensee's Facilities or arranging such mitigating apparatus to meet the Inductive Interference Problems' requirements for the continued use of Licensee's Facilities, every commercially reasonable effort shall be made by Licensee to

mitigate any situation that might arise or result in a hazardous condition to any individual, or to any real or personal property, either through direct or indirect exposure (i.e., such mitigation as may be required to satisfy induced electrical energy, or electrical effects that cause damage) or through secondary effects (i.e., such mitigation as may be required to prevent a rupture or breach of Licensee's Facilities) under either normal or abnormal conditions, and Licensee hereby indemnifies and holds harmless ComEd, to the greatest extent permitted by law, from and against any injury or death to persons or damage to property resulting from any such situations, to the extent caused by Licensee. Licensee shall coordinate, in advance, with ComEd, its proposed plans, specifications and data on its mitigating apparatus and arrangements, prior to installation, in order that ComEd may perform a reasonable investigation, with the information as provided, on the quality, suitability or arrangement of the mitigation apparatus to be installed. Licensee agrees that ComEd's failure to adequately respond to all anticipated Inductive Interference Problems that may be present now or in the future or due to the failure of Licensee's mitigating apparatus to operate or perform as specified or correctly, is not to be deemed as negligence or misconduct on the part of ComEd or a waiver of ComEd's right to indemnification or otherwise under the terms and conditions of this Agreement. Licensee further agrees that any reasonable cost associated with ComEd's investigation process, including without limitation, to time, material, labor or expense, will be reimbursed by Licensee. Licensee's indemnification of ComEd set forth in Section 9 hereof shall include any electric effects, whether direct or the results of secondary effects (such as ruptured pipe or explosion), on ComEd's facilities arising from the presence of Licensee's Facilities on ComEd's Property, to the greatest extent permitted by law.

(xii) Licensee shall install Licensee's Facilities in the Licensed Property by the double-ditching method, which method is defined as the stripping and stocking of all topsoil in a first stockpile and then the placing and stocking of the remaining soils in a second stockpile. Licensee agrees, upon completion of the installation of Licensee's Facilities, Licensee will replace all backfilling material in a neat, clean and workmanlike manner, with the topsoil on the surface of ComEd's Property, together with the removal of all excess soils, including any rocks, debris or unsuitable fill from ComEd's Property that has been displaced by the placement of Licensee's Facilities. At ComEd's sole election, ComEd may permit Licensee to evenly spread any portion of the remaining topsoil over Licensee's Facilities' alignment in ComEd's Property so long as the change in grade in ComEd's Property does not result in a grade change of greater than 6-inches from the pre-existing grade of ComEd's Property prior to the installation of Licensee's Facilities.

(xiii) Licensee agrees that all of ComEd's Property as affected by the construction of Licensee's Facilities shall be re-seeded using Buffalo Grass over and along Licensee's entire construction project site, except for those areas that are tenant occupied for agricultural or commercial purposes and for those areas that involve wetland construction, where governmental wetland restoration requirements shall take precedence. Licensee shall manage the Buffalo Grass re-seeding process until a firm grass growth has been established on ComEd's Property for at least two (2) annual growing seasons. Licensee agrees to leave ComEd's Property in a neat, clean and orderly condition and to the reasonable satisfaction of ComEd; including, but not limited to, the re-seeding of ComEd's Property with Buffalo Grass as required.

## 8. ENVIRONMENTAL PROTECTION:

(a) General. Licensee covenants and agrees that Licensee shall conduct its operations on the Licensed Property in compliance with all applicable Environmental Laws (as hereinafter defined) and further covenants that neither Licensee, nor its employees, agents, contractors, invitees, licensees, successors or assigns, shall use, bring upon, transport, store, keep or cause or allow the discharge, spill or release (or allow a threatened release) in each case of any Hazardous Materials (as hereinafter defined) in, on, under or from the Licensed Property. Without limiting any other indemnification obligations of Licensee contained herein, and to the greatest extent permitted by law, Licensee hereby agrees to protect, indemnify, defend (with counsel acceptable to ComEd, which acceptance shall not be unreasonably withheld) and hold harmless ComEd, Exelon Corporation, and their respective parents, subsidiaries and affiliates, and their respective officers, directors, shareholders, employees, representatives, agents, contractors, licensees, lessees, guests, invitees, successors and assigns (collectively, the “**ComEd Indemnified Parties**”) from and against any and all Claims (as hereinafter defined) (including, without limitation: (i) reasonable attorneys’ fees; (ii) liability to third parties for toxic torts and/or personal injury claims; (iii) fines, penalties and/or assessments levied or raised by any governmental authority or court; and (iv) assessment, remediation and mitigation costs and expenses and natural resource damage claims) to the extent arising out of, resulting from or connected with any Hazardous Materials used, brought upon, transported, stored, kept, discharged, and spilled or released by Licensee in, on, under or from the Licensed Property. For purposes of this License, the term “**Hazardous Materials**” shall mean any substance, chemical, waste, product, derivative, compound and all toxic or hazardous substances, materials or waste, petroleum or petroleum products, petroleum additives or constituents or any other waste, contaminant or pollutant regulated or governed under or for which liability may be imposed by any Environmental Law. For purposes of this License, the term “**Environmental Laws**” shall mean all federal, provincial, state and local environmental laws, statutes, ordinances, regulations and other requirements (including common law) regulating or imposing standards of care with respect to the handling, storage, use, emitting, discharge, disposal or other release of Hazardous Materials, including, but not limited to, Resource Conservation and Recovery Act, 42 U.S.C. §§9601, et seq., the Clean Air Act, 42 U.S.C. §§7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 1101, et seq., Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C §§136, et seq., the Toxic Substances Control Act, 15 U.S.C. §§2601, et seq., the Oil Pollution Control Act, 33 U.S.C. §§2701, et seq., any successor statutes to the foregoing, or any other comparable local, state or federal statute or ordinance pertaining to protection of human health, the environment or natural resources, including without limitation the preservation of wetlands, and all regulations pertaining thereto, as well as applicable judicial or administrative decrees, orders or decisions, authorizations or permits.

(b) Wetlands. If there are wetlands, whether or not governed by or regulated under Environmental Laws, on the Licensed Property, or if such wetlands should develop on any portion of the Licensed Property during the term of this License, Licensee shall promptly notify ComEd of the presence of such wetlands and shall strictly comply with and observe all Legal Requirements. At ComEd’s request, Licensee, at its cost, shall furnish ComEd with a survey of the Licensed Property delineating any such wetland areas located on the Licensed Property. Under no circumstances shall Licensee interfere with, impact, change or otherwise alter the physical characteristics of any wetland areas located on the Licensed Property or any adjoining land or place any fill material on any portion of the Licensed Property or adjoining land, without in each instance obtaining ComEd’s prior written consent , and only then in compliance with Legal Requirements.

(c) Notice of Release. Licensee shall provide ComEd with prompt written notice upon Licensee obtaining knowledge of any potential or known release or threat of release of any Hazardous Materials affecting the Licensed Property.

(d) Use of Pesticides and Fertilizers. Notwithstanding anything to the contrary in this License, Licensee shall have the right to use pesticides and fertilizers that are approved for agricultural use by the United States Department of Agriculture and the State of Illinois provided such use is in accordance with good agricultural practice and complies with all Environmental Laws and all other applicable federal, state and local laws (including any applicable land conservation requirements and regulations. Under no circumstances shall the permission to use pesticides and fertilizers granted herein release or limit Licensee's obligations to indemnify ComEd pursuant to Section 9.

(e) Survival. This Section shall survive the revocation or other termination of the License.

9. **INDEMNITY:** (a) To the maximum extent permitted under Legal Requirements, Licensee agrees to protect, indemnify, defend (with counsel acceptable to ComEd, which acceptance shall not be unreasonably withheld) and hold harmless the Indemnified Parties, from and against all claims, losses (including on account of loss or of electric service), costs, damages, liabilities, expenses (including attorneys' fees), and or injuries asserted against, suffered or incurred by any Indemnified Party (collectively, "Claims"), arising out of, resulting from, relating to or connected with: (i) any act or omission of Licensee or its employees, representatives, agents, contractors, lessees, guests, invitees, heirs, successors and assigns ("Licensee Party"), at, on or about the Licensed Property; and/or (ii) any breach of this License on the part of Licensee. This indemnification shall include, without limitation, claims made under any workman's compensation law or under any plan for employee's disability and death benefits (including, without limitation, claims and demands that may be asserted by employees, agents, contractors and subcontractors). This indemnity shall survive any revocation or termination of this License.

10. **INSURANCE.** Prior to entry onto the Licensed Property, Licensee agrees to require its contractors to purchase and maintain, or at the option of Licensee to itself purchase and maintain, at the cost of Licensee or its contractors, a policy or policies of insurance issued by insurance companies authorized to do business in the State of Illinois and in a form satisfactory to ComEd as follows:

#### COVERAGE #1

Workers' Compensation Insurance Policy: Coverage A - To pay promptly when due all compensation and other benefits required of the insured by the workers' compensation law. Coverage B - Employers' Liability: To pay on behalf of the insured with limits not less than One Million and No/100 dollars (\$1,000,000.00) each accident/occurrence all sums which the insured shall become legally obligated to pay as damages because of bodily injury by accident or disease, including death at any time resulting therefrom. Coverage A and Coverage B will cover all contractors, subcontractors, and their subcontractors.

#### COVERAGE #2

Comprehensive General Liability Policy or Policies (with coverage consistent with ISO CG 0001 (10/98)) covering all contractors, subcontractors and all their subcontractors with limits not less than the combined single limit of Four Million and No/100 Dollars (\$4,000,000.00) for bodily injuries to or death of one (1) or more persons and/or property damage sustained by one (1) or more organizations as a result of any one (1) occurrence, which policy or policies shall not exclude property of ComEd. ComEd shall be added as an Additional Insured under endorsement GL 2010. Bodily injury means bodily injury, sickness, or disease sustained by any person which occurs during the policy period, including death, at any time resulting therefrom. Property damage means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of

tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period.

Licensee will, in any event, purchase and maintain during the term hereof;

### COVERAGE #3

(i) Owners' Landlords' and Tenants' Liability Insurance Policy in the name of ComEd as the insured, with limits of not less than the combined single limit of Four Million and No/100 Dollars (\$4,000,000.00) for bodily injuries to or death of one or more persons and/or property damage sustained by one or more organizations as a result of any one occurrence, which policy shall not exclude property of ComEd. Bodily injury means bodily injury, sickness, or disease sustained by any person which occurs during the policy period, including death, at any time resulting therefrom. Property damage means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period.

(ii) As an alternative to the Owners' Landlords' and Tenants' Liability Insurance described above, Licensee may purchase and provide a rider or an endorsement to its existing commercial general liability policy or policies of insurance naming ComEd as an additional insured thereunder, Endorsement GL 2010 or CG 2010, covering the location of ComEd's Facilities including coverage extensions for premises/products/completed operations and contractual liability for Licensee's indemnity obligations hereunder; provided that the limits and coverages in this alternative form of insurance are equal to or greater than the limits and coverages specified above for the Owners' Landlords' and Tenants' Liability Insurance Policy. ComEd reserves the unrestricted right to approve or reject any such alternative form of insurance that may be provided by Licensee.

(iii) Automobile Liability in an amount of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage, covering all owned, leased, rented or non-owned vehicles, which shall include automobile contractual liability coverage.

### BUILDER'S RISK

Builder's Risk" insurance or equivalent insurance coverage for the full replacement cost of the Work in question (including all applicable Alterations), including the cost of materials supplied or installed by others, on an all-risk basis. Such insurance shall be maintained until the final completion of the Work and/or Alterations. With respect to such Builder's Risk insurance:

(i) Sublimits may apply to such coverages as flood, terrorism, windstorm, earth movement, subsidence, debris removal, transit, off-site storage, and demolition occasioned by enforcement of any applicable Legal Requirements;

(ii) Such insurance shall be written on an "all-risk" basis;

(iii) Licensee shall be responsible for policy deductibles from sublimits, under the Builder's Risk insurance policy or equivalent insurance coverage;

- (iv) ComEd, Licensee and Licensee's contractors and subcontractors shall cooperate with each other to settle any loss insured claim under the Builder's Risk insurance or equivalent insurance coverage;
- (v) The Builder's Risk insurance shall also include coverage for "hot/cold" testing, if applicable;
- (vi) The ComEd shall be named as an additional insured; and
- (vii) Such insurance shall provide for a waiver of all rights of subrogation which Licensee or its contractors' or subcontractors' insurance carrier might exercise against ComEd.

Licensee may substitute lower limits for any of the policies listed above, provided that Licensee maintains an umbrella or excess liability policy or policies which provide a total minimum limit of \$1,000,000.00 for automobile liability and \$4,000,000.00 for general liability, and that all other requirements of this insurance clause are satisfied by such umbrella or excess policy or policies.

There shall be furnished to ComEd, prior to entry onto the Licensed Property a certificate of insurance showing the issuance of insurance policies pursuant to the requirements contained in Coverages #1 and #2 of this paragraph which policies shall be held by Licensee and shall be delivered to ComEd upon written request. Insurance coverage as required herein shall be kept in force during the term of this Agreement.

The original policy required under Coverage #3 shall be delivered to ComEd upon execution of this document. The insurance under Coverage #3 shall be kept in force through the term hereof through the above-referred policy, or such subsequent or substitute policy or policies as Licensee may, at its discretion, obtain. Declarations in each of said policies shall identify the work as being done by and for others on property owned by ComEd and there shall be no exclusions in any of said policies not approved by ComEd.

To the extent permitted by applicable Laws, all above-mentioned insurance policies (except for Workers' Compensation Insurance Policy) shall provide the following:

- (1) Be primary and non-contributory to any other insurance carried by ComEd; and
- (2) Contain cross-liability coverage as provided under standard ISO Forms' separation of insureds clause; and
- (3) Provide for a waiver of all rights of subrogation which Licensee's, or its Contractors' insurance carrier might exercise against ComEd; and
- (4) Any Excess or Umbrella liability coverage will not require contribution before it will apply.

ComEd hereby reserves the right to reasonably amend, correct and change from time-to-time the limits, coverages and forms of polices as may be required from Licensee and/or its contractors and subcontractors.

**11. NON-ASSIGNABLE LICENSE ONLY:** Notwithstanding anything to the contrary contained herein, ComEd and Licensee acknowledge and agree that this License is personal unto Licensee, is not assignable, that any and all rights conferred upon Licensee pursuant to this License create a non-exclusive license only, and that no lease, tenancy, leasehold, easement or other right or interest of any kind or nature (other than a license) is created or conferred pursuant to this License. In no event shall Licensee have or be entitled to any right, remedy or privilege under the State of Illinois Forcible Entry and Detainer Law, or any local, county, state or federal law, rule, regulation or ordinance similar thereto

12. **WAIVER:** Any entry onto the Licensed Property by Licensee and, to the extent permitted by law, each and every Licensee Party (as may be permitted hereunder), shall be at such parties' sole risk, and ComEd makes (and has heretofore made) no representations or warranties of any kind whatsoever regarding the Licensed Property or the condition of the Licensed Property. Licensee and each and every Licensee Party, to the fullest extent permitted under Legal Requirements, hereby waives any and all claims, demands, suits and causes of action against the Indemnified Parties, and fully and forever release the Indemnified Parties, for any loss, cost, damage, liability or expense (including, without limitation attorneys' fees) suffered or incurred by Licensee and/or any Licensee Party in connection with any entry onto the Licensed Property pursuant to this License. Notwithstanding any terms to the contrary contained in this Agreement, any waiver and release herein shall not act as a bar to any claim or defense of Licensee against the ComEd Indemnified Parties or any third party related to Hazardous Materials or Environmental Laws. This Section will survive termination of this License.

13. **RETAINED RIGHTS OF COMED:** ComEd hereby reserves the right at all times to use the surface and subsurface of ComEd's Property, including without limitation the Licensed Property, for ComEd's Operations in such manner as ComEd deems necessary or appropriate, subject to the rights granted Licensee herein. At all times ComEd shall have free and unrestricted access for its employees, agents, representatives, contractors, subcontractors, assigns or grantees to come upon the Licensed Property, either by vehicle or on foot, for the purpose of inspecting, constructing, installing, operating, maintaining, repairing, replacing, altering, expanding, improving or patrolling any or all of its facilities and equipment located thereon or any and all of its additional and future facilities and equipment that will be located thereon.

Nothing stated herein is to be construed as affecting the title of ComEd to the Licensed Property, or restricting ComEd from disposing of all or any portion of the Licensed Property or granting rights to other parties or persons in, upon or under the Licensed Property. Without limiting the generality of the foregoing, ComEd reserves the right to grant additional access, utility and other leases, licenses, easements and rights hereafter to third parties through, under, over and across or along all or any portion of ComEd's Property, including without limitation the Licensed Property, provided that such rights granted to third parties do not interfere with Licensee's use of the Licensed Property and the rights granted Licensee hereunder.

14. **Intentionally Omitted**

15. **CONDEMNATION.** If the Licensed Property, or a substantial part thereof, or a portion which prevents use of the Licensed Property, shall be taken or condemned by any competent authority for any public use or purpose, ComEd and Licensee shall have all rights and remedies at law or in equity.

16. **INTENTIONALLY OMITTED.**

17. **NOTICES:** All notices to ComEd shall be in writing, addressed to Commonwealth Edison Company, c/o Real Estate Manager, Real Estate & Facilities, Three Lincoln Center, 4<sup>th</sup> Floor, Oakbrook Terrace, Illinois 60181 or at such other place as ComEd may from time-to-time designate in writing. All notices to Licensee shall be in writing, addressed to Licensee at the address first listed above or at such other place as Licensee may from time-to-time designate in writing. All notices shall be personally delivered, sent by a nationally recognized overnight delivery service, postage prepaid, and addressed to the parties at the addresses set forth herein. All notices shall be deemed to have been given upon receipt (or refusal of receipt) thereof.

18. **EASEMENTS AND OTHER PROPERTY RIGHTS; SUBORDINATE:** This License, and all of Licensee's rights and interests hereunder, are subject and subordinate to the rights of ComEd and any and all easements, mortgages, leases, other property rights currently of record and which affect the Licensed Property.

19. **PROHIBITION ON RECORDING:** To the maximum extent permitted under Legal Requirements, Licensee agrees not to record this License. This section shall survive the termination of this License.

20. **APPLICABLE LAW; CONSTRUCTION:** This License has been granted in, and will be construed in accordance with, the laws of the State of Illinois. Each party has reviewed and approved this License and the rule of construction that resolves ambiguities against the drafting party shall not be employed in the interpretation of this License.

21. **WAIVER OF JURY TRIAL.** ComEd and Licensee, by this Section, waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties to this License against the other on any matters whatsoever arising out of or in any way connected with this License, the relationship of ComEd and Licensee, Licensee's use of the Licensed Property, or any other claims, and any emergency statutory or any other statutory remedy.

22. **ILLINOIS COMMERCE COMMISSION APPROVAL.** ComEd and Licensee acknowledge that ComEd is a public utility regulated by the Illinois Commerce Commission ("Commission") and other governmental authorities, and this License and the obligations of the parties hereto are subject to all Legal Requirements applicable to ComEd as a public utility. Although it is not expected that the Commission's or other governmental authorities' approval will be required for this License, the rights and obligations of the parties hereunder are conditioned upon the Commission's and any other applicable governmental authorities' approval of this License, under any circumstances in which such approval is required. It is further agreed and understood that this License may be terminated by ComEd immediately at any time in the event that ComEd is required to do so by the Commission or some other governmental authority.

23. **TIME OF THE ESSENCE:** Time is of the essence of this License and each and every provision hereof.

24. **COUNTERPARTS:** This License may be executed by the parties in counterparts. Each such counterpart shall be deemed an original and all such counterparts, taken together, shall constitute one and the same agreement.

25. **HEADINGS; ENTIRE AGREEMENT:**

(a) Paragraph and section headings in this License are for convenience only and are not to be construed as a part of this License or in any way defining, limiting or amplifying the provisions hereof.

(b) This License and the Exhibits attached hereto and incorporated by reference, shall constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises or interpretations shall be implied by this License that are not expressly addressed herein.

26. **PRIOR AGREEMENTS:** The parties acknowledge and agree that this License supersedes all prior leases, licenses or agreements between the parties involving the Licensed Property. Any such prior leases, licenses or agreements are hereby terminated.

By signing this License, Licensee affirms and states that Licensee is neither an employee of ComEd nor has any affiliated interest in ComEd or any of the Indemnified Parties.

**27. REMEDIES AND ENFORCEMENT.**

(a) All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by any Party of any of the terms, covenants, restrictions or conditions of this Agreement, any one or more of the Parties shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach.

(b) Self-Help. In addition to all other remedies available at law or in equity, upon the failure by any Party to cure a breach of this Agreement within thirty (30) days following written notice thereof by the other Party (unless, with respect to any such breach which cannot reasonably be cured within such 30-day period, the breaching Party commences such cure within such 30-day period and thereafter diligently pursues such cure to completion), the non-breaching Party shall have the right to cure such breach on behalf of such breaching Party and be promptly reimbursed by such breaching Party upon demand for the reasonable costs thereof together with interest at the rate of ten percent (10%) per annum. Notwithstanding the foregoing, in the event of a breach which constitutes an emergency, a Party may cure the same following twenty-four (24) hours advance notice (or if not practicable, as soon as possible thereafter) and be reimbursed by the breaching Party upon demand for the reasonable cost thereof together with interest at the rate of ten percent (10%) per annum.

(c) Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

(d) No Termination for Breach. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Party to cancel, rescind, or otherwise terminate or revoke this Agreement and the License granted hereunder.

(e) Prevailing Party. The substantially prevailing party in any action to enforce, interpret, or declare rights under this Agreement shall be entitled to recover its reasonable attorneys' fees and costs of litigation from the non-prevailing party (including, without limitation, filing fees, expert witness fees, deposition costs, transcript costs).

**28. INTERPRETATION.** The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder,” and any similar terms shall refer to this Agreement, and the term “hereafter” shall mean after, and the term “heretofore” shall mean before, the Effective Date of this Agreement. If a party is granted the power of “consent” or “approval” hereunder, such party’s consent or approval shall not be unreasonably withheld, conditioned or delayed, unless otherwise specified herein. If a party is allowed to use their “judgement” or “discretion” hereunder, that party’s judgment or discretion shall be exercised in a commercially reasonable manner, unless otherwise specified herein.

IN WITNESS WHEREOF, ComEd and Licensee have executed this License as of the date first above written.

**LICENSOR:**

COMMONWEALTH EDISON COMPANY

By: \_\_\_\_\_  
[NAME]  
[TITLE]

**LICENSEE:**

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

**Printed Name:**

Address:

\_\_\_\_\_, IL 00000

Phone: 000-000-0000

**EXHIBIT A**

ComEd Property: (DWC to provide exhibit from title}

**PIN:**

Licensed Property:

**EXHIBIT B**

**[ACCESS AREA- DWC to provide exhibit]**





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## MEMORANDUM

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**To:** Commissioners

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

**Date:** November 13, 2025

**Subject:** Luetkehans, Brady, Garner & Armstrong September 2025 Invoices

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I reviewed the Luetkehans, Brady, Garner & Armstrong invoices for services rendered during the period of September 1, 2025 through September 30, 2025 and recommend it for approval. The invoices should be placed on the November 20, 2025 Commission meeting accounts payable.

**September 2025**

Luetkehans Brady Garner & Armstrong

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
General	\$5,434.00	20.90	\$260.00	Luetkehans (9.30 @ \$260/hr.) Garner (4.70 @260/hr) Armstrong (6.90 @260/hr.)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
MaRous & Company	\$0.00				
Misc:	\$1.20				
<b>Total:</b>	<b>\$5,435.20</b>	<b>20.90</b>	<b>\$260.00</b>		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
Source Water	\$2,782.00	10.70	\$260.00	Luetkehans (10.70 @260/hr.)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Previous Balance					
Misc Credits:	\$ 37.80				
<b>Total:</b>	<b>\$2,819.80</b>	<b>10.70</b>	<b>\$260.00</b>		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
MOY Land Acquisition	\$11,596.00	44.60	\$260.00	Luetkehans (20.10 @ \$260/hr.) Garner (24.50 @260/hr.)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Misc:	\$0.00				
<b>Total:</b>	<b>\$11,596.00</b>	<b>44.60</b>	<b>\$260.00</b>		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
Chicago Contract	\$2,444.00	9.40	\$260.00	Luetkehans ( 7.10@\$260/hr) Garner (2.30@ \$260/hr.)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Misc:	\$102.80				
Misc: Georges & Synowiecki	\$665.00				
<b>Total:</b>	<b>\$3,211.80</b>	<b>9.40</b>	<b>\$260.00</b>		
<b>Total of all invoices:</b>	<b>\$23,062.80</b>	<b>85.60</b>	<b>\$260.00</b>		