



AGENDA – Board of Commissioners

Thursday, March 19, 2026 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. 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 February 19, 2026 Regular Meeting of the DuPage Water Commission, the February 19, 2026 Executive Session Meeting Minutes and the February 19, 2026 Committee of the Whole Minutes.(Voice Vote)

- V. Treasurer’s Report

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

RECOMMENDED MOTION: To accept the February 2026 Treasurer's Reports (Voice Vote).

- VI. Committee Reports

- A. Finance Committee

1. Report of 03/19/26 Finance Committee

- B. Administration Committee

1. Report of 03/19/26 Administration Committee

2. Resolution No. R-22-26: A Resolution Authorizing the Execution of a Consulting Agreement with Park Place Technologies, LLC for IT Network Managed Services in accordance with Article VIII of the DuPage Water Commission Bylaws, at a cost of \$32,261.28 annually.

(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-26-26: A Resolution Authorizing and Ratifying the Disposal of Certain Personal Property Owned by the DuPage Water Commission.

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

4. Resolution No. R-27-26: A Resolution approving Task Order #2 under a Master Services Agreement with Raftelis, Inc. for Cost-of-Service model review and report, at a not to exceed amount of \$28,000.

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

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

C. Engineering & Construction Committee

1. Report of 03/19/26 Engineering & Construction Committee
2. Resolution R-15-26: A Resolution Approving Amendment #2 to Task Order #1 of a Master Services Agreement with Consor/Raftelis for Professional Services as Source Water Project Technical Advisor, in an amount not to exceed \$297,700, which will be 30% reimbursed by NSMJAWA pursuant to the previously approved cost-sharing Intergovernmental Agreement.

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

3. Resolution No. R-23-26: A Resolution Authorizing High-Lift Pump Control Valve Repair Services from a Sole Source Provider, A/C Service and Repair 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)

4. Resolution No. R-24-26: A Resolution to Approve & Ratify Certain Work Authorization Orders Under Quick Response Contract QR-13/25., WAO No. 07 with Benchmark Construction Co., at an estimated cost of \$60,000.

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

5. Resolution No. R-25-26: A Resolution Approving and Ratifying the First Amendment to Task Order No. 03 for the Phase II Engineering Contract of the WaterLink Pipeline Project, with Lockwood, Andrews & Newnam, Inc., at an Increase of Design Cost by \$1,022,300.

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

RECOMMENDED MOTION: To adopt item numbers 2 through 5 under the Engineering & Construction Committee Report section of the agenda in a single group pursuant to the Omnibus Vote procedures. (Roll Call)

VII. Accounts Payable

A. February 2026

1. Approval of Accounts Payable invoices received.

RECOMMENDED MOTION: To approve the Accounts Payable in the amount of \$9,637,790.56 DWC, \$332,785.15 WaterLink (February 2026) subject to submission of all contractually required documentation, for invoices that have been received (Roll Call).

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

2. Approval of Accounts Payable estimated invoices

RECOMMENDED MOTION: To approve the Accounts Payable in the amount of \$2,692,775.00 DWC, \$7,452,000.00 WaterLink (February 2026) subject to submission of all contractually required documentation, for invoices that have not yet been received but have been estimated (Roll Call).

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

VIII. Chairman’s Report

IX. Old Business

X. New Business

XI. Executive Session

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

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

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

XII. Matters referred from Executive Session

A. Ordinance O-04-26: 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)

B. Ordinance O-05-26: 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)

- C. Ordinance O-06-26: 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 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)

- D. Ordinance O-07-26: 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 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-08-26: An Ordinance Providing for the Acquisition Through Negotiation or Condemnation 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 II

(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)

- F. Ordinance O-09-26: An Ordinance Providing for the Acquisition Through Negotiation or Condemnation 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 II

(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)

- G. Ordinance O-10-26: An Ordinance Providing for the Acquisition Through Negotiation or Condemnation 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 II

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

XIII. Adjournment

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

**Minutes of a Meeting
of the**

BOARD OF COMMISSIONERS

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

February 19, 2026

I. The meeting was called to order by Chairman Zay at 6:33 PM

II. Roll Call

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

Commissioners absent: S. Greaney, J. Fennell, T. Noonan, J. Pruyn, D. Van Vooren

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

III. Public Comments

No Public Comment was offered.

IV. Presentation by Source Water Project Technical Advisors

No presentation was given.

V. Approval of Minutes

Commissioner Russo moved to approve the Minutes of the January 15, 2026 Regular Meeting of the DuPage Water Commission and the Executive Session Meeting Minutes of January 15, 2026. Seconded by Commissioner Romano.

Ayes: N. Cuzzone, A. Honig, D. Novotny, K. Romano, D. Russo, F. Saverino, P. Suess, J. Zay

Nay: None

Absent: S. Greaney, J. Fennell, S. Noonan, J. Pruyn, D. Van Vooren

VI. Treasurer's Report

Financial Administrator Peterson presented the January 2026 Treasurer's Reports consisting of 13 pages each with pages 1 and 2 containing brief summaries of the reports.

January 2026:

Financial Administrator Peterson noted \$151.9 million of cash and investments on page 4, an decrease of \$3.5 million from the previous month. Financial Administrator Peterson also pointed

out the schedule of investments on pages 5 through 12 totaling \$147.2 million and noted the market yield on the total portfolio showed 3.75% which is down from the prior month. On page 13, the statement of cash flows showed a breakdown of the \$2.1 million increase in cash and investments for the fiscal year, and operating activities increased by approximately \$1.4 million. Also noted on page 14, the monthly cash/operating report showed that the Commission has met all recommended reserve balances.

Commissioner Cuzzone moved to accept the January 2026 Treasurer's Reports, 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-12-26: A Resolution Approving the Contract Extension with Arthur J. Gallagher for Insurance Brokerage Services, at a not to exceed amount to \$30,385 per year.
- Item 3: Resolution No. R-14-26: A Resolution Approving Mercer Investments, LLC for Investment Consulting Services and Authorizing the General Manager to Execute Documents in Furtherance Thereof.

Commissioner Suess made a motion to approve Items 2 and 3, 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, A. Honig, D. Novotny, K. Romano, D. Russo, F. Saverino, P. Suess, J. Zay

Nay: None

Absent: S. Greaney, J. Fennell, S. Noonan, J. Pruyn, D. Van Vooren

B. Administration Committee

- Item 1: Commissioner Romano gave a brief committee update.
- Item 2: Request for Board Action: Travel and related expenses for two (2) Commission employees for Factory Control Panel QA/QC Testing for Medium Voltage Switchgear in Cucamonga CA, travel and related expenses for three (3) employees to attend AWWA ACE in Washington DC.
- Item 3: Request for Board Action: Authorization of a Consulting Agreement with Marquardt & Humes, Inc, in an amount not to exceed \$40,000.
- Item 4: Request for Board Action: Authorization of a Consulting Agreement with Tai, Ginsberg & Associates, in an amount not to exceed \$120,000.

Commissioner Romano moved to adopt items 2 through 4 under the Administration Committee Report section of the agenda in a single group pursuant to the Omnibus Vote procedures. Seconded by Commissioner Honig, unanimously approved by a Roll Call Vote.

Ayes: N. Cuzzone, A. Honig, D. Novotny, K. Romano, D. Russo, F. Saverino, P. Suess, J. Zay

Nay: None

Absent: S. Greaney, J. Fennell, S. Noonan, J. Pruy, D. Van Vooren

C. Engineering & Construction Committee

Item 1: Commissioner Saverino gave a brief update even though there was no quorum.

Item 2: Resolution No. R-13-26: A Resolution Approving a 1-Year Extension of Contract QR-10/24 with Homestead Electrical Contracting, LLC, McWilliams Electric Co. Inc., and Volt Electric, Inc., at no cost.

Item 3: *PULLED*

Resolution No. R-15-26: Approval of Amendment #2 to Task Order #1 of a Master Services Agreement with Consor/Raftelis for Professional Services as Source Water Project Technical Advisor at a not to exceed cost of \$500,000.

Chairman Zay recommended pulling the resolution for a refinement in scope, while noting the importance to move the project forward - particularly focusing on Governance and forming a working group to that end. Consor/Raftelis is doing a great job to date and will continue to guide the project. Commissioner Russo indicated the importance of consensus on the Governance concept. Commissioner Honig asked for clarification on the Governance plan. Commissioner Suess echoed Commissioner Russo regarding consensus on spending and Governance in regard to our ratepayers and transparency.

Item 4: Resolution No. R-16-26: A Resolution Authorizing the General Manager to Purchase Frame and Lids from a Sole Source Manufacturer, Neenah Foundry Co., at a Cost Not-to-Exceed \$27,552.00.

Item 5: Resolution No. R-17-26: A Resolution Approving and Ratifying a 2nd Amendment to Task Order No. 02 Under a Master Contract with CDM Smith, Inc., at a not to exceed cost of \$206,134.72.

Item 6: Resolution No. R-18-26: A Resolution Authorizing the Execution of Task Order No. 01 for Major Maintenance at the Lexington Pump Station and Including Material and Labor Services, estimated expense Not-To-Exceed \$363,840, reimbursable by the City of Chicago in an amount up to \$216,288.

Item 7: Resolution No. R-19-26: A Resolution Approving and Ratifying a First Amendment to Task Order No. 02 Under a Master Services Agreement with Jacobs Associates dba Delve

Underground and Authorization of Additional Work Under Task Order No. 02, at a cost of \$30,000 for this assignment.

- Item 8: Resolution No. R-20-26: A Resolution Awarding a Contract for the Construction of the West Feeder Main From Harvey Road to Collins Road, Contract FW-1/25 Section 1, with Bolder Contractors, LLC., at a cost of \$29,256,404.20.
- Item 9: Resolution No. R-21-26: A Resolution Awarding a Contract for the Construction of the West Feeder Main From Collins Road to Minkler Road, Contract FW-1/25 Section 2, with D. Construction, Inc. & Benchmark Construction Co., Inc Joint Venture, at a cost of \$25,548,000.00.

Commissioner Saverino moved to pull item 3 and adopt numbers 2, 4 through 9 under the Engineering & Construction Committee Report section of the agenda in a single group pursuant to the Omnibus Vote Procedures seconded by Commissioner Romano, unanimously approved by a Roll Call Vote.

Ayes: N. Cuzzone, A. Honig, D. Novotny, K. Romano, D. Russo, F. Saverino, P. Suess, J. Zay

Nay: None

Absent: S. Greaney, J. Fennell, T. Noonan, J. Pruy, D. Van Vooren

VIII. Accounts Payable

A. January 2026

- Item 1: To approve the Accounts Payable in the amount of \$10,634,979.95 DWC, \$227,178.60 WaterLink (January 2026) subject to submission of all contractually required documentation, for invoices that have been received (Roll Call).
- Item 2: To approve the Accounts Payable in the amount of \$1,663,125.00 DWC, \$6,028,500.00 WaterLink (January 2026) 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 January 2025. Commissioner Russo moved, seconded by Commissioner Romano and unanimously approved by a roll call vote.

Ayes: N. Cuzzone, A. Honig, D. Novotny, K. Romano, D. Russo, F. Saverino, P. Suess, J. Zay

Nay: None

Absent: S. Greaney, J. Fennell, T. Noonan, J. Pruy, D. Van Vooren

IX. Chairman’s Report

Chairman Zay began by congratulating Chris Bostick, Manager of Water Operations, on his 33 years at the Commission. His 33 years of service to DuPage County and its residents are greatly appreciated.

General Manager Paul May echoed the Chairmans sentiments and congratulated Chris. He then went on the point out DWC is being celebrated for having zero safety incidents in 2025, yet another accomplishment by Mr. Bostick.

DWC was also recognized by the Cybersecurity & Infrastructure Security Agency with an outstanding rating after the Cyber Security Assessment. This honor highlights the dedication of our SIT staff and Denis Cuvalo specifically. Kudos to all!

X. Old Business

No Old Business was offered.

XI. New Business

No New Business was offered.

XII. Executive Session

Chairman Zay asked for a motion to enter into Executive Session to discuss acquisition of real estate pursuant to 5 ILCS 120/2(c)(5), to discuss the setting of a price for sale or lease of property owned by the DuPage Water Commission 5 ILCS 120/2(c)(6), to discuss pending, probable, or imminent litigation pursuant to 5 ILCS 120/2(c)(11), Commissioner Honig made the motion, seconded by Commissioner Saverino and unanimously approved by a roll call vote.

Ayes: N. Cuzzone, A. Honig, D. Novotny, K. Romano, D. Russo, F. Saverino, P. Suess, J. Zay

Nay: None

Absent: S. Greaney, J. Fennell, T. Noonan, J. Pruy, D. Van Vooren

The Commission went into Executive Session at 6:50 PM.

Commissioner Honig moved to come out of Executive Session at 6:59 PM, seconded by Commissioner Romano and unanimously approved by a roll call vote .

Ayes: N. Cuzzone, A. Honig, D. Novotny, K. Romano, D. Russo, F. Saverino, P. Suess, J. Zay

Nay: None

Absent: S. Greaney, J. Fennell, T. Noonan, J. Pruy, D. Van Vooren

Matters referred from Executive Session

- A. Ordinance O-03-26: 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 City of Yorkville, Phase III

Chairman Zay asked for a motion to approve Ordinance O-03-26: Ordinance to Approve Negotiation Authority for Property (Easement) Acquisitions Associated with the WaterLink Pipeline Project, Phase I. Commissioner Honig moved, seconded by Commissioner Russo, unanimously approved by a Roll Call vote.

Ayes: N. Cuzzone, A. Honig, D. Novotny, K. Romano, D. Russo, F. Saverino, P. Sues, J. Zay

Nay: None

Absent: S. Greaney, J. Fennell, T. Noonan, J. Pruyn, D. Van Vooren

XIII. Adjournment

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

Meeting adjourned at 7:00 PM.

Minutes of a Meeting
of the

COMMITTEE OF THE WHOLE

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

February 19, 2026

The meeting was called to order by Chairman Zay at 6:08 P.M.

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

Commissioners Absent: J. Fennell, S. Greaney, T. Noonan, J. Pruyn, D. Van Vooren

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

TENTATIVE DRAFT BUDGET FOR FISCAL YEAR 2026-2027

General Manager Paul May provided a presentation of the draft proposed FYE 2026 Budget. Mr. May noted that the Commission holds no outstanding debt. The reserve fund policy had previously been revised from 180 days to 120 days of operating expenses and is currently adequately funded.

Commissioner Suess asked what the current reserve numbers are. General Manager May pointed out the slide showing the reserve numbers in detail, including target numbers for FY 2026-27, as well as existing balances. He went on to inform the Board that a new investment consultant will be brought on this fiscal year with the intention of evaluating the performance and making recommendations regarding the balancing of investments.

Revenues are conservatively forecast at \$152M, resulting in a cash-neutral budget after accounting for \$10M of budgeted depreciation.

The City of Chicago has indicated a 1.85% increase in their rate that equals \$0.09 per 1,000 gallons. DWC will pass along the \$0.09 to its customers. We expect a 4.98 rate from the City of Chicago which will result in a rate of \$5.89 to our customers.

Over 85% of DWC costs are water purchase from the City of Chicago, followed by Depreciation at 6.6%. Expenses for FY2026-27 are expected to be \$162M. There are two (2) headcount positions being added, one in Finance and one in Operations. Health Insurance costs have gone up considerably, 14%; while liability and property insurance costs are expected to remain stable. WaterLink construction has begun, the project is funded through escrow deposits made by the beneficiary communities. SCADA project is in year 4 of 5. Commissioner Suess asked what costs

the SCADA project will look like this upcoming year. General Manager May pointed out \$3M this year and \$1M for the final year.

General Manager May thanked staff for their work during the budget process and then opened the floor to additional questions.

In response to a question regarding revenues, General Manger May noted that revenue from the pending sale of property and awarded Federal grants are not included in the revenue computations.

With no further discussion, Commissioner Russo moved to adjourn the meeting at 6:30 P.M. Seconded by Commissioner Honig and unanimously approved by a Voice Vote.

All voted aye. Motion carried.



MEMORANDUM

To: Chairman and Commissioners
From: Bill Fates, Treasurer
Date: 3/10/2026
Subject: TREASURER'S REPORT – February 28, 2026

I am pleased to report that I have reviewed and approved all journal entries and bank reconciliations for the month of February. 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 \$153.0 million on February 28th, an increase of \$1.1 million compared to the previous month. Waterlink escrow balances increased by \$30.8 million.
2. The month end balances in the BMO Harris checking and money market accounts were \$5.3 million and \$9.0 million, respectively.
3. During the month of February, corporate notes increased by \$2.8 million and commercial paper and U.S. Treasury decreased by \$2.5 million.
4. The current holdings of cash and investments are in compliance with the approved investment policy.
5. For the ten months ended February 28, 2026, the Commission's cash and investments increased a total of \$3.3 million. The Waterlink Escrow Account increased by \$54.7 million.
 - The Operating & Maintenance Account increased by \$0.4 million for an ending balance of \$14.3 million.
 - The General Account decreased by approximately \$2.1 million for an ending balance of \$3.2 million, in part due to the purchase of land for \$1.7 million in January 2026.
 - The Operating Reserve Account increased by approximately \$1.8 million for a balance of \$54.6 million.
 - The Long-Term Capital Reserve Account increased by approximately \$1.5 million for a balance of \$29.5 million, which includes a \$600,000 transfer from the General Fund.
 - The Capital Reserve Fund increased by approximately \$1.8 million for a balance of \$51.5 million.

ACCOUNT	Balance 4/30/2025	2/28/2026	Increase (Decrease)
Operations & Maintenance	\$ 13,910,843	\$ 14,296,223	\$ 385,380
General Account	5,295,626	3,162,623	(2,133,003)
Operating Reserve	52,796,982	54,582,633	1,785,651
Long-Term Capital Reserve	28,073,976	29,538,578	1,464,602
Capital Reserve	49,691,109	51,462,322	1,771,213
Total Cash & Investments	\$ 149,768,536	\$ 153,042,379	\$ 3,273,843
Waterlink Escrow	35,673,160	90,346,038	54,672,878

Schedule of Investments (Pages 5-12)

1. The average yield to maturity on the Commission’s investments was 3.75%, unchanged from the prior month average yield to maturity of 3.75%. The amortized cost of our investments was \$147.7 million on February 28th. The average yield to maturity on Waterlink’s investments was 3.77%.
2. The portfolio ended the month of February 2026 with \$865,000 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 37%, >1<3 years 34%, >3<5 years 21%, and >5 years 8%.

Statement of Cash Flows (Page 13)

1. The statement of cash flow shows a breakdown of the \$3.3 million increase in cash and investments for the fiscal year. Waterlink escrow funds increased \$54.7 million.
2. Operating activities increased cash by approximately \$2.4 million as of the end of February 2026.
3. The decrease in Loans Receivable increased cash by approximately \$411,000.
4. Capital Assets purchased were \$4.6 million.
5. Cash flow from investment activity generated approximately \$4.9 million of income.

Reserve Analysis (Page 14)

1. The Operating Reserve account was \$54.6 million, which is approximately 125 days, this amount meets the minimum balance per the current reserve policy. The Operating and Maintenance Account was \$12.1 million, which is a balance currently sufficient to cover an estimated 28 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 February 28th.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Bill Fates". The signature is written in a cursive style with a vertical line extending downwards from the end of the name.

Bill Fates, CPA
Treasurer

DuPAGE WATER COMMISSION
 TREASURER'S REPORT
 SUMMARY OF CASH AND INVESTMENTS
 2/28/2026

FUNDS CONSIST OF:	2/28/2026	1/31/2026	Increase/(Decrease)
PETTY CASH	\$ 1,300.00	\$ 1,300.00	\$ -
OPERATING & MAINTENANCE	5,335,215.72	4,710,114.42	625,101.30
TOTAL CASH	\$ 5,336,515.72	\$ 4,711,414.42	\$ 625,101.30
BMO HARRIS MONEY MARKET FUNDS	\$ 8,959,707.34	\$ 8,941,441.32	\$ 18,266.02
IIIT MONEY MARKET FUNDS	3,580,269.50	2,794,754.28	785,515.22
U. S. TREASURY INVESTMENTS	67,128,657.49	69,605,352.51	(2,476,695.02)
U. S. AGENCY INVESTMENTS	4,833,060.39	4,824,922.01	8,138.38
MUNICIPAL BONDS	1,545,085.63	1,545,120.34	(34.71)
COMMERCIAL PAPER	3,152,111.55	2,732,500.04	419,611.51
ASSET BACKED SEC/COLLATERALIZED MORTGAGE OBLIG	25,685,827.84	26,742,201.94	(1,056,374.10)
CERTIFICATES OF DEPOSIT	0.00	0.00	-
CORPORATE NOTES	32,821,143.04	29,994,368.81	2,826,774.23
TOTAL INVESTMENTS	\$ 147,705,862.78	\$ 147,180,661.25	\$ 525,201.53
DWC TOTAL CASH AND INVESTMENTS	\$ 153,042,378.50	\$ 151,892,075.67	\$ 1,150,302.83
WATERLINK CASH	\$ 39,262,905.97	\$ 8,627,939.38	\$ 30,634,966.59
WATERLINK INVESTMENTS	51,083,132.08	50,934,923.31	148,208.77
WATERLINK ESCROW	\$ 90,346,038.05	\$ 59,562,862.69	\$ 30,783,175.36

	2/28/2026	1/31/2026	% CHANGE
BMO HARRIS MONEY MARKET FUNDS	6.0%	6.0%	28.1%
IIIT MONEY MARKET FUNDS	2.4%	1.9%	0.2%
U. S. TREASURY INVESTMENTS	45.4%	47.3%	-3.6%
U. S. AGENCY INVESTMENTS	3.3%	3.3%	0.2%
MUNICIPAL BONDS	1.0%	1.0%	0.0%
COMMERCIAL PAPER	2.1%	1.9%	15.4%
ASSET BACKED SEC/COLLATERALIZED MORTGAGE OBLIG	17.4%	18.2%	-4.0%
CERTIFICATES OF DEPOSIT	0.0%	0.0%	N/A
CORPORATE NOTES	22.2%	20.4%	9.4%
TOTAL INVESTMENTS	99.8%	100.0%	0.4%

Note 1 - Investments are carried at amortized cost.

DuPAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
February 28, 2026

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 02/28/26
Water Fund Oper. & Maint. Acct. (01-121103)										
BMO Harris - Money Market	2.663%	02/28/26	03/01/26	1	2.663%	\$ 8,959,707.34	\$ 8,959,707.34	0.00	\$ 8,959,707.34	-
Water Fund General Account (01-121700)										
IIIT - Money Market	3.690%	02/28/26	03/01/26	1	3.690%	10,511.37	10,511.37	0.00	10,511.37	-
Sumitomo Mitsue Trust NY	0.000%	12/09/25	03/06/26	6	3.910%	1,125,000.00	1,114,369.69	10,019.37	1,124,389.06	-
Ionic Funding LLC	0.000%	01/20/26	04/17/26	48	3.800%	1,000,000.00	990,816.67	4,222.22	995,038.89	-
Ionic Funding LLC	0.000%	02/10/26	05/07/26	68	3.780%	1,040,000.00	1,030,608.80	2,074.80	1,032,683.60	-
	Weighted Avg Maturity			40	3.832%	\$ 3,175,511.37	\$ 3,146,306.53	\$ 16,316.39	\$ 3,162,622.92	\$ -
Water Fund Operating Reserve (01-121800)										
IIIT - Money Market	3.690%	02/28/26	03/01/26	1	3.690%	1,259,023.02	1,259,023.02	0.00	1,259,023.02	-
US Treasury Notes	0.750%	01/05/22	08/31/26	184	1.350%	650,000.00	632,582.03	15,541.87	648,123.90	13.25
US Treasury Notes	0.875%	12/02/21	09/30/26	214	1.210%	600,000.00	590,648.44	8,219.17	598,867.61	2,192.31
US Treasury Notes	1.250%	02/14/22	11/30/26	275	1.920%	925,000.00	896,563.48	23,984.17	920,547.65	2,890.63
US Treasury Notes	1.250%	02/14/22	12/30/26	305	1.930%	535,000.00	518,239.45	13,890.27	532,129.72	1,108.43
US Treasury Notes	2.250%	10/10/24	02/15/27	352	3.950%	75,000.00	72,161.13	1,644.84	73,805.97	65.26
US Treasury Notes	4.125%	05/06/25	02/28/27	365	3.880%	535,000.00	537,236.13	(989.36)	536,246.77	59.97
US Treasury Notes	4.500%	03/13/25	05/15/27	441	3.960%	530,000.00	535,879.69	(2,554.46)	533,325.23	6,983.70
US Treasury Notes	2.375%	07/06/22	05/15/27	441	2.910%	650,000.00	634,333.99	11,780.41	646,114.40	4,520.37
US Treasury Notes	3.875%	10/06/25	05/31/27	457	3.600%	200,000.00	200,859.38	(203.98)	200,655.40	1,937.50
US Treasury Notes	3.875%	07/22/25	05/31/27	457	3.870%	590,000.00	590,023.05	(6.66)	590,016.39	5,715.63
US Treasury Notes	2.625%	06/03/22	05/31/27	457	2.920%	750,000.00	739,716.80	7,710.99	747,427.79	4,921.88
US Treasury Notes	2.625%	10/11/24	05/31/27	457	3.910%	775,000.00	750,236.33	12,715.36	762,951.69	5,085.94
US Treasury Notes	3.250%	08/05/22	06/30/27	487	2.780%	850,000.00	868,062.50	(13,158.38)	854,904.12	4,578.73
US Treasury Notes	3.375%	10/03/24	09/15/27	564	3.520%	600,000.00	597,492.19	1,168.02	598,660.21	9,341.85
US Treasury Notes	3.500%	10/29/25	09/30/27	579	3.500%	200,000.00	199,984.38	2.80	199,987.18	2,923.08
US Treasury Notes	3.500%	10/29/25	09/30/27	579	3.500%	250,000.00	249,990.23	1.76	249,991.99	3,653.85
US Treasury Notes	3.875%	01/21/26	11/30/27	640	3.590%	380,000.00	381,929.69	(107.74)	381,821.95	3,681.25
US Treasury Notes	3.500%	02/02/23	01/31/28	702	3.640%	650,000.00	645,962.89	2,485.57	648,448.46	1,822.51
US Treasury Notes	2.750%	09/03/24	02/15/28	717	3.750%	2,625,000.00	2,540,712.89	35,033.16	2,575,746.05	2,791.78
US Treasury Notes	3.625%	01/26/26	03/31/28	762	3.610%	175,000.00	175,034.18	(1.13)	175,033.05	2,649.04
US Treasury Notes	3.500%	05/02/23	04/30/28	792	3.600%	1,500,000.00	1,493,320.31	3,784.55	1,497,104.86	17,548.34
US Treasury Notes	1.250%	01/14/26	05/31/28	823	3.550%	200,000.00	189,609.38	532.49	190,141.87	625.00
US Treasury Notes	1.250%	01/23/26	05/31/28	823	3.640%	210,000.00	198,778.13	467.07	199,245.20	656.25
US Treasury Notes	3.625%	06/05/23	05/31/28	823	3.700%	750,000.00	747,539.06	1,350.68	748,889.74	6,796.88
US Treasury Notes	4.375%	11/05/24	08/31/28	915	4.190%	575,000.00	578,661.13	(1,200.21)	577,460.92	68.36
US Treasury Notes	1.500%	01/04/24	11/30/28	1,006	3.970%	650,000.00	578,982.43	31,189.08	610,171.51	2,437.50
US Treasury Notes	3.500%	01/20/26	12/15/28	1,021	3.650%	115,000.00	114,523.83	17.36	114,541.19	840.38
US Treasury Notes	1.375%	02/05/24	12/31/28	1,037	4.020%	500,000.00	441,660.15	24,593.30	466,253.45	1,139.50
US Treasury Notes	3.875%	06/05/25	12/31/28	1,037	3.960%	825,000.00	822,131.84	457.84	822,589.68	13,349.59
US Treasury Notes	4.125%	01/21/26	10/31/29	1,341	3.750%	325,000.00	329,214.84	(111.19)	329,103.65	4,481.09
US Treasury Notes	4.000%	12/05/24	10/31/29	1,341	4.150%	1,200,000.00	1,192,078.13	1,852.64	1,193,930.77	16,044.20
US Treasury Notes	3.875%	09/04/25	11/30/29	1,371	3.720%	685,000.00	689,174.22	(447.87)	688,726.35	6,635.94
US Treasury Notes	3.875%	02/07/25	11/30/29	1,371	4.340%	1,000,000.00	980,156.25	4,033.93	984,190.18	9,687.50
US Treasury Notes	3.875%	01/07/25	12/31/29	1,402	4.360%	775,000.00	758,289.06	3,539.22	761,828.28	4,977.56
US Treasury Notes	3.500%	03/04/25	01/31/30	1,433	4.070%	700,000.00	682,308.59	3,296.70	685,605.29	1,962.71
US Treasury Notes	3.875%	12/26/25	04/30/30	1,522	3.690%	360,000.00	362,657.81	(101.49)	362,556.32	4,662.85
US Treasury Notes	4.000%	01/15/26	05/31/30	1,553	3.670%	195,000.00	197,559.38	(66.59)	197,492.79	1,950.00
US Treasury Notes	3.750%	08/05/25	06/30/30	1,583	3.990%	850,000.00	841,068.36	950.56	842,018.92	5,283.15
US Treasury Notes	3.875%	09/04/25	07/31/30	1,614	3.760%	150,000.00	150,761.72	(69.01)	150,692.71	465.64
US Treasury Notes	4.125%	10/06/25	08/31/30	1,645	3.680%	960,000.00	978,937.50	(1,430.76)	977,506.74	107.61
US Treasury Notes	4.625%	11/06/25	09/30/30	1,675	3.720%	500,000.00	520,039.06	(1,184.78)	518,854.28	9,656.59
US Treasury Notes	3.625%	01/21/26	12/31/30	1,767	3.850%	200,000.00	197,968.75	41.25	198,010.00	1,201.66
US Treasury Notes	3.750%	01/07/26	12/31/30	1,767	3.720%	270,000.00	270,411.33	(10.98)	270,400.35	1,678.18
US Treasury Notes	4.000%	02/10/26	01/31/31	1,798	3.770%	485,000.00	490,001.56	(48.42)	489,953.14	1,554.14
New York St Dorm Auth Municipal Bonds	2.888%	03/25/22	03/15/27	380	2.890%	185,000.00	185,000.00	0.00	185,000.00	2,463.62
NYC Transitional	4.619%	05/29/25	05/01/29	1,158	4.620%	145,000.00	145,000.00	0.00	145,000.00	2,232.52
FN AL2092	3.000%	03/06/18	07/01/27	488	2.980%	15,225.72	15,244.75	(16.18)	15,228.57	38.06
FN AP4718	2.500%	07/20/18	08/01/27	519	2.750%	23,478.08	23,012.19	389.81	23,402.00	48.91
Fannie Mae Pool	3.500%	04/05/18	02/01/28	703	3.230%	37,263.09	38,113.15	(679.57)	37,433.58	108.68
Fannie Mae Pool	3.500%	04/05/18	03/01/28	732	3.230%	6,574.39	6,724.37	(118.90)	6,605.47	19.18
FR ZT1267	2.500%	08/21/19	05/01/28	793	3.230%	25,424.69	25,778.25	(263.38)	25,514.87	52.97
FN CA1940	4.000%	07/11/18	06/01/28	824	3.640%	30,134.15	31,028.76	(686.37)	30,342.39	100.45
FNMA Pool #AU1266	3.000%	10/31/17	07/01/28	854	2.720%	48,528.82	49,764.79	(959.60)	48,805.19	121.32
FG J32374	2.500%	02/17/22	11/01/28	977	2.220%	77,913.32	79,276.81	(816.52)	78,460.29	162.32
Fannie Mae Pool	4.000%	03/18/19	03/01/29	1,097	3.630%	23,418.11	24,138.95	(500.21)	23,638.74	78.06
FNMA Pool #AS4197	3.500%	07/16/15	01/01/30	1,403	3.000%	26,065.68	27,597.04	(1,120.19)	26,476.85	76.02
FHLMC Pool #U49048	3.000%	03/17/16	08/01/30	1,615	2.630%	56,105.88	58,569.28	(1,701.78)	56,867.50	140.26
FNMA Pool #AL7738	3.500%	02/17/16	11/01/30	1,707	2.960%	53,575.14	57,049.15	(2,360.86)	54,688.29	156.26

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE	YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 02/28/26
FR Z57331	3.000%	02/13/20	12/01/30	1,737 2.600%	103,556.17	107,471.89	(2,177.85)	105,294.04	258.89
FN FM1082	3.000%	08/19/19	09/01/31	2,011 2.720%	61,904.97	63,694.41	(965.82)	62,728.59	154.76
FG G16720	3.500%	01/25/19	11/01/31	2,072 3.340%	55,081.83	55,968.30	(491.16)	55,477.14	160.66
FG G16635	3.000%	04/18/19	02/01/32	2,164 2.930%	100,968.69	101,769.35	(428.45)	101,340.90	252.42
FN FS2986	4.000%	10/21/22	10/01/32	2,407 4.370%	192,423.39	186,710.82	1,917.93	188,628.75	641.41
Fannie Mae Pool	3.500%	02/13/18	01/01/33	2,499 3.300%	64,565.15	66,058.22	(803.70)	65,254.52	188.32
Freddie Mac Pool	4.000%	06/07/18	02/01/33	2,530 3.730%	23,161.89	23,860.37	(367.29)	23,493.08	77.21
FN CA1455	4.000%	12/20/18	03/01/33	2,558 3.760%	92,793.98	95,208.08	(1,217.87)	93,990.21	309.31
FN BM5830	3.500%	06/05/19	04/01/34	2,954 3.180%	112,771.37	117,000.30	(1,908.44)	115,091.86	328.92
FN FM0047	3.000%	06/17/21	12/01/34	3,198 2.450%	136,853.13	145,513.36	(3,013.65)	142,499.71	342.13
FN FM2694	3.000%	06/05/19	03/01/35	3,288 2.570%	139,682.43	147,190.37	(2,969.81)	144,220.56	349.21
FR SB0759	4.500%	10/18/22	03/01/35	3,288 4.630%	158,905.80	156,919.47	538.18	157,457.65	595.90
FR SB0364	3.500%	06/21/21	06/01/35	3,380 2.830%	124,098.59	133,716.22	(3,217.33)	130,498.89	361.95
FR SB0666	4.000%	05/13/22	06/01/35	3,380 3.750%	237,149.72	243,374.91	(1,799.74)	241,575.17	790.50
FN FM3701	2.500%	07/27/20	07/01/35	3,410 2.040%	132,202.98	139,949.24	(2,888.34)	137,060.90	275.42
FR SB0361	3.000%	03/20/23	07/01/35	3,410 3.530%	226,714.88	214,847.77	2,832.62	217,680.39	566.79
FN FM5714	4.000%	03/19/21	11/01/35	3,533 3.230%	88,618.53	96,538.82	(2,664.10)	93,874.72	295.40
FHLMC Multifamily Structured Pool	3.243%	06/13/23	04/01/27	397 4.440%	765,000.00	733,055.27	22,443.93	755,499.20	2,067.41
FNA 2018-M2 A2	3.003%	04/08/25	01/01/28	672 4.070%	459,184.01	446,161.84	3,992.08	450,153.92	1,120.43
FHMS K140 A1	3.400%	07/14/22	06/01/28	824 3.400%	191,498.62	191,496.31	1.41	191,497.72	542.58
FNA 2023-M6 A2	4.190%	07/31/23	07/01/28	854 4.580%	664,543.43	653,277.34	5,840.28	659,117.62	2,315.61
FHMS K512 A2	5.000%	12/21/23	11/01/28	977 4.780%	336,363.83	339,504.80	(1,302.67)	338,202.13	1,401.52
FHMS K145 A1	4.455%	05/25/23	11/01/28	977 4.460%	600,787.11	600,785.90	0.61	600,786.51	2,230.42
FHMS K143 A1	4.377%	12/15/22	12/01/28	1,007 4.380%	354,546.85	354,540.82	3.21	354,544.03	1,293.21
FHMS K144 A1	4.558%	02/23/23	01/25/29	1,062 4.560%	169,460.21	169,454.97	2.67	169,457.64	643.67
FHMS K749 A2	2.120%	04/15/25	03/01/29	1,097 4.200%	375,000.00	346,567.38	5,900.12	352,467.50	662.50
FHMS K142 A1	3.902%	09/15/22	07/01/29	1,219 3.900%	256,336.11	256,326.36	4.92	256,331.28	833.52
FHMS K526 A2	4.543%	08/15/24	07/01/29	1,219 4.330%	450,000.00	454,209.30	(1,214.63)	452,994.67	1,703.63
FHMS K097 A2	2.508%	07/17/24	07/01/29	1,219 4.520%	515,000.00	468,368.36	13,873.05	482,241.41	1,076.35
FHMS K529 A2	4.791%	10/16/24	09/01/29	1,281 4.340%	300,000.00	305,996.10	(1,535.56)	304,460.54	1,197.75
FHMS K149 A1	5.007%	02/19/24	09/01/30	1,646 5.010%	522,057.60	522,042.47	4.46	522,046.93	2,178.29
FHMS K551 A2	4.165%	12/05/25	11/01/30	1,707 3.970%	345,000.00	348,044.62	(132.15)	347,912.47	1,197.44
FHR 4096 PA	1.375%	02/26/20	08/01/27	519 1.490%	37,745.30	37,438.62	246.92	37,685.54	43.25
FNR 2012-107 GA	1.500%	12/06/19	09/01/27	550 1.690%	641.49	632.62	7.09	639.71	0.80
FHS 287 150	1.500%	12/27/17	10/01/27	580 1.840%	19,425.82	18,843.04	486.31	19,329.35	24.28
FNR 2012-145 EA	1.250%	02/12/20	01/01/28	672 1.440%	22,861.39	22,537.22	246.73	22,783.95	23.81
FNR 2013-39 MP	1.750%	12/12/19	05/01/28	793 1.860%	62,885.44	62,354.84	390.41	62,745.25	91.71
FNR 2013-19 GE	2.500%	10/30/19	03/01/33	2,558 2.400%	91,273.56	92,271.86	(471.94)	91,799.92	190.15
FHR 5050 XL	1.000%	05/08/19	07/01/36	3,776 1.180%	154,716.77	155,478.27	(347.40)	155,130.87	386.79
FHR 5050 XL	1.000%	02/11/22	07/01/36	3,776 1.820%	108,875.55	106,289.76	726.85	107,016.61	90.73
FHR 4877 CA	3.000%	07/19/24	04/01/34	2,954 2.960%	231,864.61	211,395.32	2,385.96	213,781.28	193.22
FHR 5050 XA	1.000%	07/24/24	07/01/39	4,871 1.690%	278,636.80	253,298.26	2,295.89	255,594.15	232.20
FHR 5042 DA	1.000%	07/24/24	05/01/41	5,541 1.550%	278,255.15	255,733.88	1,809.39	257,543.27	231.88
FNR 2013-75 PC	2.500%	04/20/20	04/01/43	6,241 2.200%	133,877.15	141,114.88	(1,844.16)	139,270.72	278.91
FNR 2015-33 P	2.500%	02/20/20	06/01/45	7,033 2.400%	53,964.54	54,993.24	(244.75)	54,748.49	112.43
FNR 2016-19 AH	3.000%	07/13/20	04/01/46	7,337 2.580%	59,004.08	63,712.88	(1,028.81)	62,684.07	147.51
FHR 5000 LB	1.250%	08/07/20	07/01/46	7,428 1.160%	156,368.35	159,446.85	(658.67)	158,788.18	162.88
FNR 2016-79 HA	2.000%	06/05/20	11/01/46	7,551 1.830%	98,658.51	102,265.72	(780.52)	101,485.20	164.43
FNR 2019-13A	3.500%	01/23/24	04/01/49	8,433 3.840%	583,964.92	552,325.89	1,629.58	553,955.47	1,703.23
Federal Home Loan Bank Notes	0.830%	08/19/22	02/10/27	347 3.370%	740,000.00	662,492.40	61,197.81	723,690.21	358.28
Federal Home Loan Bank Notes	1.020%	08/16/22	02/24/27	361 3.240%	780,000.00	707,608.20	56,695.05	764,303.25	154.70
American Honda Finance	4.900%	03/14/24	03/12/27	377 4.890%	100,000.00	100,041.00	(26.21)	100,014.79	2,300.28
American Honda Finance	4.900%	03/13/24	03/12/27	377 4.920%	115,000.00	114,936.75	40.53	114,977.28	2,645.32
American Honda Finance	4.900%	07/10/24	07/09/27	496 4.950%	345,000.00	344,554.95	236.04	344,790.99	2,441.83
BMW US Capital	4.600%	08/13/24	08/13/27	531 4.600%	185,000.00	184,985.20	7.62	184,992.82	425.50
UBS AG Stamford Ct	4.864%	01/10/25	01/10/28	681 4.860%	250,000.00	250,000.00	0.00	250,000.00	1,722.67
National Rural Util Corp	4.750%	02/07/25	02/07/28	709 4.770%	100,000.00	99,956.00	14.97	99,970.97	316.67

DuPAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
February 28, 2026

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE	YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 02/28/26	
National Rural Util Corp	4.750%	02/07/25	02/07/28	709	4.650%	130,000.00	130,344.50	(120.67)	130,223.83	411.67
Mars Inc	4.600%	03/12/25	03/01/28	732	4.600%	95,000.00	94,999.05	0.41	94,999.46	2,185.00
Mars Inc	4.600%	03/12/25	03/01/28	732	4.530%	150,000.00	150,295.50	(94.91)	150,200.59	3,450.00
Kenvue Inc	5.050%	06/30/25	03/22/28	753	4.120%	280,000.00	286,610.80	(1,605.50)	285,005.30	6,245.17
Citigroup Inc	4.643%	05/07/25	05/07/28	799	4.640%	390,000.00	390,000.00	0.00	390,000.00	5,734.11
National Sees Clearing	5.000%	04/23/25	05/30/28	822	4.310%	250,000.00	254,195.00	(1,133.79)	253,061.21	3,159.72
National Sees Clearing	5.000%	11/24/25	05/30/28	822	3.700%	360,000.00	368,992.80	(957.50)	368,035.30	4,550.00
HSBC USA	4.650%	06/03/25	06/03/28	826	4.650%	400,000.00	400,032.00	(7.44)	400,024.56	4,546.67
Target Corp	4.350%	06/10/25	06/15/28	838	4.350%	70,000.00	69,999.30	0.25	69,999.55	642.83
PNC Financial	4.075%	01/26/26	01/26/29	1,063	4.080%	215,000.00	215,000.00	0.00	215,000.00	851.79
Paccar Financial Corp	3.900%	02/05/26	02/05/29	1,073	3.910%	110,000.00	109,953.80	1.28	109,955.08	309.83
Astrazenca Finance LLC	4.850%	04/16/25	02/26/29	1,094	4.510%	200,000.00	202,340.00	(506.58)	201,833.42	134.72
Cisco Systems Inc	4.850%	11/07/25	02/26/29	1,094	4.020%	390,000.00	399,909.90	(916.42)	398,993.48	262.71
Merck & Co	3.400%	11/24/25	03/07/29	1,103	3.970%	310,000.00	304,602.90	415.74	305,018.64	5,094.33
Roche Holdings	4.790%	12/03/25	03/08/29	1,104	4.010%	525,000.00	537,432.00	(897.07)	536,534.93	12,084.77
KLA Corp	4.100%	11/14/25	03/15/29	1,111	4.080%	405,000.00	405,271.35	(22.57)	405,248.78	7,656.75
Home Depot	4.900%	12/04/25	04/15/29	1,142	3.970%	185,000.00	190,337.25	(369.71)	189,967.54	3,424.56
American Express Co	4.731%	04/25/25	04/25/29	1,152	4.730%	220,000.00	220,000.00	0.00	220,000.00	3,642.87
Northern Trust	3.150%	12/22/25	05/03/29	1,160	3.990%	420,000.00	408,983.40	590.22	409,573.62	4,336.50
Bank of America Corp	4.623%	05/09/25	05/09/29	1,166	4.620%	390,000.00	390,000.00	0.00	390,000.00	5,609.24
American Express Co	4.351%	02/04/26	07/20/29	1,238	4.190%	270,000.00	271,409.40	(40.94)	271,368.46	1,337.93
United Parcel Service	2.500%	06/27/25	09/01/29	1,281	4.280%	180,000.00	167,842.80	1,826.73	169,669.53	2,250.00
Wells Fargo	4.182%	01/23/26	01/23/30	1,425	4.180%	95,000.00	95,000.00	0.00	95,000.00	419.36
Adobe Inc	2.300%	02/25/26	02/01/30	1,434	4.090%	90,000.00	84,208.50	22.95	84,231.45	172.50
Adobe Inc	2.300%	02/10/26	02/01/30	1,434	4.130%	230,000.00	214,705.00	209.17	214,914.17	440.83
Adobe Inc	2.300%	02/06/26	02/01/30	1,434	4.130%	400,000.00	373,388.00	432.24	373,820.24	766.67
Morgan Stanley Bank	4.213%	02/02/26	02/08/30	1,441	4.220%	260,000.00	259,940.20	1.91	259,942.11	882.39
Morgan Stanley Bank	4.213%	02/02/26	02/08/30	1,441	4.210%	290,000.00	290,000.00	0.00	290,000.00	984.20
Blackrock Inc	2.400%	06/27/25	04/30/30	1,522	4.300%	290,000.00	266,196.80	3,046.54	269,243.34	2,339.33
National Sees Clearing	4.700%	05/20/25	05/20/30	1,542	4.710%	415,000.00	414,742.70	37.39	414,780.09	5,472.24
Citibank NA	4.914%	05/29/25	05/29/30	1,551	4.910%	250,000.00	250,000.00	0.00	250,000.00	3,139.50
John Deere Capital	4.550%	06/05/25	06/05/30	1,558	4.560%	180,000.00	179,904.60	13.32	179,917.92	1,956.50
Analog Devices Inc	4.500%	06/16/25	06/15/30	1,568	4.520%	400,000.00	399,648.00	46.42	399,694.42	3,800.00
Intuit Inc	1.650%	02/19/26	07/15/30	1,598	4.220%	180,000.00	161,609.40	128.01	161,737.41	379.50
Novartis Capital	4.100%	11/05/25	11/05/30	1,711	4.170%	475,000.00	473,575.00	85.31	473,660.31	6,275.28
Shell Finance US	4.125%	11/06/25	11/06/30	1,712	4.210%	175,000.00	174,328.00	39.54	174,367.54	2,305.99
Shell Finance US	4.125%	11/06/25	11/06/30	1,712	4.190%	365,000.00	363,923.25	62.72	363,985.97	4,809.64
Meta Platforms Inc	4.200%	11/03/25	11/15/30	1,721	4.230%	370,000.00	369,563.40	26.96	369,590.36	5,093.67
National Rural Util Coop	4.300%	12/10/25	12/10/30	1,746	4.320%	195,000.00	194,816.70	7.52	194,824.22	1,886.63
Totalenerg Cap USA LLC	4.248%	01/13/26	01/13/31	1,780	4.250%	250,000.00	250,000.00	0.00	250,000.00	1,416.00
Totalenerg Cap USA LLC	4.248%	01/13/26	01/13/31	1,780	4.180%	340,000.00	341,054.00	(25.93)	341,028.07	1,925.76
Alphabet Inc	4.100%	02/13/26	02/15/31	1,813	4.170%	230,000.00	229,247.90	7.50	229,255.40	471.50
Alphabet Inc	4.100%	02/17/26	02/15/31	1,813	4.110%	280,000.00	279,868.40	1.01	279,869.41	574.00
Alphabet Inc	4.100%	02/17/26	02/15/31	1,813	4.120%	310,000.00	309,705.50	2.65	309,708.15	635.50
Abbvie Inc	4.125%	03/04/26	03/15/31	1,841	4.130%	245,000.00	244,931.40	0.00	244,931.40	-
Abbott Laboratories	4.000%	03/09/26	03/15/31	1,841	4.030%	400,000.00	399,420.00	0.00	399,420.00	-
Morgan Stanley Bank	4.493%	01/20/26	01/16/32	2,148	4.490%	270,000.00	270,000.00	0.00	270,000.00	1,381.60
Goldman Sachs Group	4.516%	01/21/26	01/21/32	2,153	4.520%	270,000.00	270,000.00	0.00	270,000.00	1,354.80
Truist Bank	4.136%	01/23/26	10/23/29	1,333	4.230%	540,000.00	538,137.00	48.49	538,185.49	7,941.12
	Weighted Avg Maturity		1.272		3.732%	\$ 55,621,980.79	\$ 54,895,599.07	\$ 331,385.15	\$ 55,226,984.22	\$ 362,148.88
Water Fund L-T Water Capital Reserve (01-121900)										
IIIT - Money Market (PFM Asset Management)	3.690%	02/28/26	03/01/26	1	3.690%	873,356.52	873,356.52	0.00	873,356.52	-
US Treasury Notes	4.500%	03/13/25	05/15/27	441	3.960%	225,000.00	227,496.09	(1,084.44)	226,411.65	2,964.78
US Treasury Notes	3.875%	10/06/25	05/31/27	457	3.600%	100,000.00	100,429.69	(101.99)	100,327.70	968.75
US Treasury Notes	3.500%	10/29/25	09/30/27	579	3.500%	100,000.00	99,992.19	1.40	99,993.59	1,461.54
US Treasury Notes	3.500%	10/29/25	09/30/27	579	3.500%	130,000.00	129,994.92	0.91	129,995.83	1,900.00
US Treasury Notes	3.875%	01/21/26	11/30/27	640	3.590%	200,000.00	201,015.63	(56.71)	200,958.92	1,937.50
US Treasury Notes	3.625%	01/26/26	03/31/28	762	3.610%	85,000.00	85,016.60	(0.55)	85,016.05	1,286.68
US Treasury Notes	1.250%	01/14/26	05/31/28	823	3.550%	100,000.00	94,804.69	266.25	95,070.94	312.50
US Treasury Notes	1.250%	01/23/26	05/31/28	823	3.640%	110,000.00	104,121.88	244.65	104,366.53	343.75
US Treasury Notes	1.250%	06/04/21	05/31/28	823	1.230%	275,000.00	275,365.23	(247.50)	275,117.73	859.38
US Treasury Notes	1.250%	10/03/24	05/31/28	823	3.550%	300,000.00	276,562.50	8,672.11	285,234.61	937.50
US Treasury Notes	1.000%	08/02/21	07/31/28	884	0.990%	400,000.00	400,203.13	(132.87)	400,070.26	320.44
US Treasury Notes	1.125%	09/02/21	08/31/28	915	1.070%	200,000.00	200,679.69	(436.45)	200,243.24	6.11
US Treasury Notes	3.500%	12/03/25	10/15/28	960	3.540%	220,000.00	219,776.56	18.52	219,795.08	2,898.08
US Treasury Notes	3.125%	05/01/19	11/15/28	991	2.470%	150,000.00	158,320.31	(5,956.72)	152,363.59	1,372.58
US Treasury Notes	3.500%	01/20/26	12/15/28	1,021	3.650%	60,000.00	59,751.56	9.06	59,760.62	438.46
US Treasury Notes	2.625%	06/03/19	02/15/29	1,083	2.120%	100,000.00	104,406.25	(3,060.62)	101,345.63	101.52
US Treasury Notes	2.625%	04/01/19	02/15/29	1,083	2.490%	150,000.00	151,769.53	(1,238.57)	150,530.96	152.28
US Treasury Notes	2.750%	06/03/22	05/31/29	1,188	2.950%	250,000.00	246,933.59	1,641.26	248,574.85	1,718.75
US Treasury Notes	3.250%	07/06/22	06/30/29	1,218	2.870%	500,000.00	511,992.19	(6,271.10)	505,721.09	2,693.37
US Treasury Notes	4.125%	01/21/26	10/31/29	1,341	3.750%	175,000.00	177,269.53	(59.87)	177,209.66	2,412.90
US Treasury Notes	4.000%	08/23/24	10/31/29	1,341	4.290%	400,000.00	394,265.63	2,015.08	396,280.71	5,348.07
US Treasury Notes	4.000%	03/05/24	10/31/29	1,341	3.750%	550,000.00	556,359.38	(1,738.91)	554,620.47	7,353.59
US Treasury Notes	1.750%	02/03/20	11/15/29	1,356	1.560%	250,000.00	254,355.47	(2,702.81)	251,652.66	1,281.08
US Treasury Notes	3.500%	02/02/23	01/31/30	1,433	3.590%	285,000.00	283,408.01	699.73	284,107.74	799.10
US Treasury Notes	1.500%	03/04/22	02/15/30	1,448	1.820%	125,000.00	122,041.02	1,485.09	123,526.11	72.51
US Treasury Notes	3.625%	08/02/24	03/31/30	1,492	3.940%	600,000.00	590,460.94	2,452.34	592,913.28	9,082.42
US Treasury Notes	3.875%	12/26/25	04/30/30	1,522	3.690%	195,000.00	196,439.65	(54.98)	196,384.67	2,525.71
US Treasury Notes	0.625%	06/29/20	05/15/30	1,537	0.650%	100,000.00	99,765.62	134.55	99,900.17	183.01
US Treasury Notes	4.000%	01/15/26	05/31/30	1,553	3.670%	95,000.00	96,246.88	(32.45)	96,214.43	950.00
US Treasury Notes	0.625%	11/03/21	08/15/30	1,629	1.500%	250,000.00				

DuPAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
February 28, 2026

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE	YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 02/28/26	
US Treasury Notes	4.125%	11/05/24	08/31/30	1.645	4.220%	425,000.00	422,808.59	451.69	423,260.28	47.64
US Treasury Notes	4.625%	09/03/24	09/30/30	1.675	3.750%	675,000.00	706,851.56	(7,167.11)	699,684.45	13,036.40
US Treasury Notes	0.875%	12/11/20	11/15/30	1.721	0.880%	200,000.00	199,867.19	69.76	199,936.95	512.43
US Treasury Notes	3.625%	01/21/26	12/31/30	1.767	3.850%	100,000.00	98,984.38	20.62	99,005.00	600.83
US Treasury Notes	3.750%	01/04/24	12/31/30	1.767	3.960%	600,000.00	592,242.19	2,170.85	594,413.04	3,729.28
US Treasury Notes	4.000%	02/10/26	01/31/31	1.798	3.770%	260,000.00	262,681.25	(25.96)	262,655.29	833.15
US Treasury Notes	4.125%	06/11/25	07/31/31	1.979	4.240%	125,000.00	124,199.22	83.78	124,283.00	413.07
US Treasury Notes	1.250%	11/03/21	08/15/31	1.994	1.540%	250,000.00	243,369.14	2,930.13	246,299.27	120.86
US Treasury Notes	3.750%	12/30/24	08/31/31	2.010	4.510%	190,000.00	181,746.88	1,274.47	183,021.35	19.36
US Treasury Notes	4.125%	07/03/25	10/31/31	2.071	3.920%	375,000.00	379,189.45	(390.30)	378,799.15	5,170.49
US Treasury Notes	1.375%	02/22/22	11/15/31	2.086	1.940%	450,000.00	427,517.58	9,289.11	436,806.69	1,811.81
US Treasury Notes	4.125%	09/30/25	11/30/31	2.101	3.820%	400,000.00	406,546.88	(394.05)	406,152.83	4,125.00
US Treasury Notes	4.500%	10/06/25	12/31/31	2.132	3.810%	775,000.00	804,274.41	(1,675.02)	802,599.39	5,780.39
US Treasury Notes	4.375%	07/17/25	01/31/32	2.163	4.190%	210,000.00	212,214.84	(184.71)	212,030.13	736.02
US Treasury Notes	4.125%	08/05/25	02/29/32	2.192	4.140%	300,000.00	299,765.63	18.06	299,783.69	33.63
US Treasury Notes	2.875%	09/04/25	05/15/32	2.268	3.990%	195,000.00	182,378.32	812.97	183,191.29	1,641.61
US Treasury Notes	4.000%	10/29/25	07/31/32	2.345	3.770%	100,000.00	101,359.38	(59.39)	101,299.99	320.44
US Treasury Notes	2.750%	01/04/24	08/15/32	2.360	3.990%	575,000.00	523,609.38	12,855.82	536,465.20	611.53
US Treasury Notes	4.125%	12/29/22	11/15/32	2.452	3.850%	200,000.00	204,539.06	(1,456.42)	203,082.64	2,415.75
US Treasury Notes	3.750%	12/26/25	11/30/32	2.467	3.930%	75,000.00	74,188.48	19.47	74,206.95	703.13
US Treasury Notes	3.500%	01/07/26	02/15/33	2.544	3.940%	125,000.00	122,856.45	28.57	122,886.02	1,171.88
US Treasury Notes	4.500%	09/04/25	11/15/33	2.817	4.120%	95,000.00	97,504.88	(126.85)	97,378.03	1,251.80
US Treasury Notes	4.500%	03/04/25	11/15/33	2.817	4.220%	240,000.00	244,762.50	(458.27)	244,304.23	3,162.43
US Treasury Notes	4.250%	04/03/25	11/15/34	3.182	4.150%	200,000.00	201,515.63	(117.65)	201,397.98	2,488.95
US Treasury Notes	4.250%	02/06/25	11/15/34	3.182	4.550%	270,000.00	263,714.06	558.43	264,272.49	3,360.08
New York St Dorm Auth Municipal Bonds	2.888%	03/25/22	03/15/27	380	2.890%	55,000.00	55,000.00	0.00	55,000.00	732.43
NYC Transitional	4.930%	05/29/25	05/01/31	1.888	4.930%	150,000.00	150,000.00	0.00	150,000.00	2,465.00
New York H	5.171%	04/29/25	02/01/32	2.164	5.170%	300,000.00	300,000.00	0.00	300,000.00	1,292.75
Oregon St B	4.891%	04/29/25	05/01/32	2.254	4.890%	75,000.00	75,000.00	0.00	75,000.00	1,222.75
NYC Transitional	5.030%	05/29/25	05/01/32	2.254	5.030%	150,000.00	150,000.00	0.00	150,000.00	2,515.00
FR ZT1267	2.500%	08/21/19	05/01/28	793	2.320%	6,622.25	6,714.34	(68.60)	6,645.74	13.80
FNMA Pool #AU1266	3.000%	10/31/17	07/01/28	854	2.720%	11,198.94	11,484.17	(221.45)	11,262.72	28.00
FG J32374	2.500%	02/17/22	11/01/28	977	2.220%	23,889.77	24,307.84	(250.36)	24,057.48	499.77
Fannie Mae Pool	4.000%	03/18/19	03/01/29	1,097	3.630%	4,967.48	5,120.38	(106.10)	5,014.28	16.56
FNMA Pool #AS4197	3.500%	07/16/15	01/01/30	1,403	3.000%	6,439.79	6,818.13	(276.76)	6,541.37	18.78
FHLMC Pool #U49048	3.000%	03/17/16	08/01/30	1,615	2.630%	8,415.91	8,785.42	(255.27)	8,530.15	21.04
FNMA Pool #AL7738	3.500%	02/17/16	11/01/30	1,707	2.960%	8,842.56	9,415.94	(389.66)	9,026.28	25.79
FR Z57331	3.000%	02/13/20	12/01/30	1,737	2.600%	26,439.89	27,439.65	(556.05)	26,883.60	66.10
FN FM1082	3.000%	08/19/19	09/01/31	2,011	2.720%	15,779.74	16,235.87	(246.19)	15,989.68	39.45
FG G16635	3.000%	04/18/19	02/01/32	2,164	2.930%	21,636.17	21,807.72	(91.80)	21,715.92	54.09
FN FS2986	4.000%	10/21/22	10/01/32	2,407	4.370%	63,436.27	61,553.00	632.28	62,185.28	211.45
FN BM5462	3.000%	06/21/19	11/01/32	2,438	2.800%	24,029.79	24,574.21	(271.20)	24,303.01	60.07
Freddie Mac Pool	4.000%	06/07/18	02/01/33	2,530	3.730%	7,126.63	7,341.52	(113.00)	7,228.52	23.76
FN CA1455	4.000%	12/20/18	03/01/33	2,558	3.760%	20,798.62	21,339.71	(272.97)	21,066.74	69.33
FN BM5830	3.500%	06/05/19	04/01/34	2,954	3.180%	28,192.85	29,250.08	(477.11)	28,772.97	82.23
FN FM0047	3.000%	06/17/21	12/01/34	3,198	2.450%	41,893.78	44,544.87	(922.55)	43,622.32	104.73
FR SB0759	4.500%	10/18/22	03/01/35	3,288	4.630%	56,752.07	56,042.67	192.20	56,234.87	212.82
FR SB0364	3.500%	06/21/21	06/01/35	3,380	2.830%	37,101.67	39,977.05	(961.88)	39,015.17	108.21
FR SB0666	4.000%	05/17/22	06/01/35	3,380	3.750%	73,829.63	75,767.66	(560.29)	75,207.37	246.10
FN FM3701	2.500%	07/27/20	07/01/35	3,410	2.040%	35,883.68	37,986.25	(783.98)	37,202.27	74.76
FR SB0361	3.000%	03/20/23	07/01/35	3,410	3.530%	73,717.11	69,858.48	921.04	70,779.52	184.29
FN FM5714	4.000%	03/19/21	11/01/35	3,533	3.230%	24,279.00	26,448.94	(729.89)	25,719.05	80.93
FR SB1478	5.000%	04/10/25	02/01/40	5,086	4.960%	237,121.20	238,195.66	(44.21)	238,151.45	988.00
FN FM8086	3.500%	10/15/21	07/01/51	9,254	3.090%	127,822.55	137,908.55	(1,474.76)	136,433.79	372.82
FHMS K737 A1	2.116%	01/22/20	06/01/26	93	2.030%	2,668.96	2,682.29	(12.67)	2,669.62	4.71
FHMS K065 A2	3.243%	06/13/23	04/01/27	397	4.420%	265,000.00	253,934.18	7,774.69	261,708.87	716.16
FHMS K070 A2	3.303%	07/05/24	11/01/27	611	4.890%	275,000.00	261,325.20	6,364.28	267,689.48	756.94
FHMS K140 A1	3.400%	07/14/22	06/01/28	824	3.400%	63,832.84	63,832.05	0.48	63,832.53	180.86
FNA 2023-M6 A2	4.190%	07/31/23	07/01/28	854	4.580%	233,735.98	229,773.42	2,054.17	231,827.59	814.46
FHMS K508 A2	4.740%	10/19/23	08/01/28	885	5.260%	250,000.00	244,516.00	2,493.05	247,009.05	987.50
FHMS K506 A2	4.650%	09/14/23	08/01/28	885	4.990%	255,000.00	251,227.79	1,756.29	252,984.08	988.13
FHMS K509 A2	4.850%	10/31/23	09/01/28	916	5.600%	190,000.00	183,942.23	2,617.50	186,559.73	767.92
FHMS K507 A2	4.800%	09/28/23	09/01/28	916	5.070%	250,000.00	247,011.75	1,328.20	248,339.95	1,000.00
FHMS K510 A2	5.069%	11/21/23	10/01/28	946	5.140%	90,000.00	89,739.81	111.78	89,851.59	380.18
FHMS K511 A2	4.860%	12/07/23	10/25/28	970	4.930%	140,000.00	139,597.78	171.41	139,769.19	567.00
FHMS K512 A2	5.000%	12/21/23	11/01/28	977	4.780%	88,846.17	82,941.73	3,241.76	86,183.49	222.12
FHMS K750 A1	3.000%	11/03/22	11/01/28	977	4.260%	119,800.81	120,919.51	(463.96)	120,455.55	499.17
FHMS K145 A1	4.455%	05/25/23	11/01/28	977	4.460%	198,852.10	198,851.70	0.20	198,851.90	738.24
FHMS K143 A1	4.377%	12/15/22	12/01/28	1,007	4.380%	116,457.02	116,455.03	1.06	116,456.09	424.78
FHMS K514 A2	4.572%	06/06/24	12/01/28	1,007	4.960%	265,000.00	260,859.38	1,464.20	262,323.58	1,009.65
FHMS K144 A1	4.558%	02/23/23	01/25/29	1,062	4.560%	54,030.78	54,029.09	0.87	54,029.96	205.23
FHMS K752 A1	4.284%	08/24/23	01/01/29	1,038	4.910%	96,838.05	93,977.56	1,329.81	95,307.37	345.71
FHMS K749 A2	2.120%	04/15/25	03/01/29	1,097	4.200%	200,000.00	184,835.94	3,146.73	187,982.67	353.33
FHMS K142 A1	3.902%	09/15/22	07/01/29	1,219	3.900%	83,458.26	83,455.08	1.60	83,456.68	271.38
FHMS K526 A2	4.543%	08/15/24	07/01/29	1,219	4.330%	240,000.00	242,244.96	(647.80)	241,597.16	908.60
FHMS K097 A2	2.508%	07/17/24	07/01/29	1,219	4.520%	270,000.00	245,552.34	7,273.25	252,825.59	564.30
FHMS K529 A2	4.791%	10/16/24	09/01/29	1,281	4.340%	160,000.00	163,197.92	(818.97)	162,378.95	638.80
FHMS K120 A1	0.892%	04/01/24	07/01/30	1,584	3.310%	225,431.67	194,311.54	8,740.35	203,051.89	167.57

DuPAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
February 28, 2026

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 02/28/26
Capital Reserve (01-122000)										
IIIT - Money Market (PFM Asset Management)	3.690%	02/28/26	03/01/26	1	3.690%	1,437,378.59	1,437,378.59	0.00	1,437,378.59	-
US Treasury Notes	4.000%	09/03/24	11/30/26	275	3.840%	245,000.00	243,832.42	620.05	244,452.47	1,218.23
US Treasury Notes	4.000%	12/05/24	01/15/27	321	4.220%	2,830,000.00	2,817,397.66	7,245.44	2,824,643.10	14,071.82
US Treasury Notes	2.250%	11/05/24	02/15/27	352	4.180%	1,475,000.00	1,413,580.08	34,779.34	1,448,359.42	1,283.49
US Treasury Notes	4.125%	05/06/25	02/28/27	365	3.880%	510,000.00	512,131.64	(943.13)	511,188.51	57.17
US Treasury Notes	4.250%	01/07/25	03/15/27	380	4.220%	2,075,000.00	2,076,053.71	(540.45)	2,075,513.26	40,683.18
US Treasury Notes	4.500%	03/13/25	05/15/27	441	3.960%	500,000.00	505,546.88	(2,409.87)	503,137.01	6,588.40
US Treasury Notes	4.500%	11/17/28	05/15/27	441	3.590%	600,000.00	607,875.00	(1,486.85)	606,388.15	7,906.08
US Treasury Notes	4.500%	02/07/25	05/15/27	441	4.260%	1,600,000.00	1,608,250.00	(3,761.94)	1,604,488.06	21,082.87
US Treasury Notes	3.875%	10/06/25	05/31/27	457	3.600%	140,000.00	140,601.56	(142.78)	140,458.78	1,356.25
US Treasury Notes	3.875%	07/22/25	05/31/27	457	3.870%	280,000.00	280,010.94	(3.16)	280,007.78	2,712.50
US Treasury Notes	3.125%	09/04/25	08/31/27	549	3.680%	1,725,000.00	1,706,874.02	4,359.66	1,711,233.68	146.48
US Treasury Notes	2.250%	01/05/26	11/15/27	625	3.480%	235,000.00	229,831.84	410.96	230,242.80	1,548.27
US Treasury Notes	3.875%	01/21/26	11/30/27	640	3.590%	670,000.00	673,402.34	(189.95)	673,212.39	6,490.63
US Treasury Notes	3.500%	01/21/26	01/31/28	702	3.600%	325,000.00	324,377.93	32.30	324,410.23	911.26
US Treasury Notes	3.500%	01/07/26	01/31/28	702	3.470%	2,150,000.00	2,151,259.77	(83.96)	2,151,175.81	6,028.31
US Treasury Notes	1.125%	04/03/25	02/29/28	731	3.840%	400,000.00	370,421.88	8,906.99	379,328.87	12.23
US Treasury Notes	3.750%	05/21/25	05/15/28	807	3.940%	200,000.00	198,953.13	261.48	199,214.61	2,196.13
US Treasury Notes	3.750%	07/03/25	05/15/28	807	3.690%	1,950,000.00	1,952,970.70	(652.89)	1,952,317.81	21,412.29
US Treasury Notes	1.125%	01/14/26	05/31/28	823	3.550%	400,000.00	379,218.75	1,064.99	380,283.74	1,250.00
US Treasury Notes	1.125%	01/23/26	05/31/28	823	3.640%	600,000.00	567,937.50	1,334.49	569,271.99	1,875.00
US Treasury Notes	3.750%	06/05/25	05/31/28	823	3.890%	1,300,000.00	1,290,351.56	2,282.12	1,292,633.68	11,781.25
US Treasury Notes	4.000%	08/05/25	06/30/28	853	3.890%	1,725,000.00	1,730,053.71	(944.29)	1,729,109.42	11,436.46
US Treasury Notes	4.125%	09/04/25	07/31/28	884	3.650%	1,400,000.00	1,418,210.94	(2,906.62)	1,415,304.32	4,626.38
US Treasury Notes	3.500%	12/03/25	10/15/28	960	3.540%	385,000.00	384,608.98	32.41	384,641.39	5,071.63
US Treasury Notes	4.875%	12/04/25	10/31/28	976	3.500%	1,000,000.00	1,037,617.19	(2,970.94)	1,034,646.25	16,294.89
US Treasury Notes	3.500%	01/20/26	11/15/28	991	3.620%	500,000.00	498,378.91	60.81	498,439.72	5,124.31
US Treasury Notes	3.500%	01/22/26	11/15/28	991	3.650%	515,000.00	512,927.93	73.68	513,001.61	5,278.04
US Treasury Notes	3.125%	10/06/25	11/15/28	991	3.580%	1,060,000.00	1,045,880.47	1,739.32	1,047,619.79	9,699.59
Conncticut St Txbl	5.050%	06/22/23	05/15/26	76	4.550%	90,000.00	91,206.90	(1,121.27)	90,085.63	1,338.25
New York H	4.669%	04/29/25	02/01/28	793	4.670%	125,000.00	125,000.00	0.00	125,000.00	486.35
NYC Transitional	4.487%	05/29/25	05/01/28	793	4.490%	125,000.00	125,000.00	0.00	125,000.00	1,869.58
Oregon St B	4.368%	04/29/25	05/01/28	793	4.370%	145,000.00	145,000.00	0.00	145,000.00	2,111.20
FN AL2092	3.000%	03/06/18	07/01/27	488	2.980%	11,602.99	11,617.49	(12.34)	11,605.15	29.01
Fannie Mae Pool	3.500%	04/05/18	02/01/28	703	3.230%	31,052.66	31,761.04	(566.31)	31,194.73	90.57
Fannie Mae Pool	3.500%	04/05/18	03/01/28	732	3.230%	15,340.26	15,690.21	(277.42)	15,412.79	44.74
Fannie Mae Pool	3.500%	04/05/18	04/01/28	763	3.240%	18,799.03	19,210.26	(323.31)	18,886.95	54.83
FR ZT1267	2.500%	08/21/19	05/01/28	793	3.230%	17,383.35	17,625.09	(180.08)	17,445.01	36.22
FN CA1940	4.000%	07/11/18	06/01/28	824	3.640%	21,811.43	22,458.96	(496.81)	21,962.15	72.70
FG J32374	2.500%	02/17/22	11/01/28	977	2.220%	70,854.94	72,094.90	(742.54)	71,352.36	147.61
Fannie Mae Pool	4.000%	03/18/19	03/01/29	1,097	3.630%	13,837.98	14,263.93	(295.58)	13,968.35	46.13
FN FS2986	4.000%	10/21/22	10/01/32	2,407	4.370%	177,621.60	172,348.46	1,770.39	174,118.85	592.07
FR SB0364	3.500%	06/21/21	06/01/35	3,380	2.830%	111,304.98	119,931.12	(2,885.65)	117,045.47	324.64
FNA 2016-M12 A2	2.527%	11/27/23	09/01/26	185	5.050%	297,960.07	278,010.72	15,500.38	293,511.10	483.73
FNA 2017-M8 A2	3.061%	06/28/24	05/01/27	427	4.920%	268,794.90	255,575.65	7,176.86	262,752.51	685.65
FHMS K066 A2	3.117%	08/15/24	06/01/27	458	4.170%	500,000.00	485,722.66	7,449.52	493,172.18	1,298.75
FNA 2024-M6 A2	2.905%	12/17/24	07/01/27	488	4.320%	505,000.00	487,325.00	7,878.22	495,203.22	1,222.05
FHMS KJ28 A2	2.308%	01/11/24	10/01/27	580	3.910%	333,471.87	314,557.76	10,283.52	324,841.28	641.38
FHMS K070 A2	3.303%	07/05/24	11/01/27	611	4.890%	500,000.00	475,136.72	11,571.43	486,708.15	1,376.25
FHMS K071 A2	3.286%	03/31/25	11/01/27	611	4.360%	500,000.00	486,914.06	4,062.12	490,976.18	1,369.17
FHMS K072 A2	3.444%	04/11/25	12/01/27	641	4.200%	465,000.00	455,936.13	2,846.87	458,783.00	1,334.55
FNA 2018-M2 A2	3.003%	04/08/25	01/01/28	672	4.070%	440,051.34	427,571.76	3,825.74	431,397.50	1,073.74
FHMS KS06 A1	4.650%	09/14/23	05/01/28	793	5.010%	632,105.39	622,652.27	4,663.41	627,315.68	2,449.41
FHMS KJ46 A1	4.777%	04/05/24	06/01/28	824	4.990%	468,100.14	464,260.25	1,733.00	465,993.25	1,863.43
FNA 2023-M6 A2	4.190%	07/31/23	07/01/28	854	4.580%	591,214.52	581,191.58	5,195.84	586,387.42	2,060.10
FHMS K109 A1	1.036%	04/24/24	10/01/29	1,311	3.380%	594,357.04	524,334.34	0.00	524,334.34	513.13
FHMS K106 A1	1.783%	04/11/24	10/01/29	1,311	3.680%	630,824.61	570,773.06	19,059.52	589,832.58	937.30
FHMS K124 A1	0.964%	12/24/25	08/01/30	1,615	2.470%	514,534.75	480,245.83	1,289.41	481,535.24	413.34
FHR 4096 PA	1.375%	02/21/20	08/01/27	519	1.490%	25,435.46	25,228.80	166.39	25,395.19	29.14
FNR 2012-107 GA	1.500%	12/03/19	09/01/27	550	1.690%	439.21	433.14	4.85	437.99	0.55

DuPAGE WATER COMMISSION
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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 02/28/26		
FNR 2013-39 MP	1.750%	12/09/19	05/01/28	793	1,860%	43,117.87	42,754.07	267.68	43,021.75	62.88	
FHR 5050 XL	1.000%	02/11/22	07/01/36	3,776	1.180%	98,794.48	96,448.11	659.55	97,107.66	82.33	
FHR 5050 XL	1.000%	07/16/24	07/01/36	3,776	1.820%	221,783.54	202,204.21	2,282.23	204,486.44	184.82	
FHR 5050 XA	1.000%	07/24/24	07/01/39	4,871	1.690%	265,368.37	241,236.43	2,186.56	243,422.99	221.14	
FHR 5277 CA	2.500%	04/08/24	12/01/39	5,024	3.140%	278,737.88	256,460.63	2,689.65	259,150.28	580.70	
FHR 5042 DA	1.000%	07/24/24	05/01/41	5,541	1.550%	264,242.31	242,855.20	1,718.27	244,573.47	220.20	
FNR 2015-33 P	2.500%	02/14/20	06/01/45	7,033	2.400%	36,296.44	36,988.34	(164.61)	36,823.73	75.62	
Federal Home Loan Bank Notes	1.145%	08/14/23	12/30/26	305	4.060%	975,000.00	895,118.25	60,239.77	955,358.02	4,336.72	
Federal Home Loan Bank Notes	0.830%	08/19/22	02/10/27	347	3.370%	675,000.00	604,300.50	55,822.32	660,122.82	326.81	
Federal Home Loan Bank Notes	1.020%	08/16/22	02/24/27	361	3.240%	710,000.00	644,104.90	51,607.03	695,711.93	140.82	
American Honda Finance	4.900%	03/14/24	03/12/27	377	4.890%	85,000.00	84,953.25	29.96	84,983.21	1,955.24	
American Honda Finance	4.900%	03/13/24	03/12/27	377	4.920%	90,000.00	90,036.90	(23.58)	90,013.32	2,070.25	
BMW US Capital	4.900%	04/02/24	04/02/27	398	4.940%	200,000.00	199,762.00	148.00	199,910.00	4,056.11	
American Honda Finance	4.900%	07/10/24	07/09/27	496	4.950%	325,000.00	324,580.75	222.35	324,803.10	2,300.28	
National Rural Util Corp	4.750%	02/07/25	02/07/28	709	4.650%	95,000.00	94,958.20	14.22	94,972.42	300.83	
Mars Inc	4.600%	03/12/25	03/01/28	732	4.600%	90,000.00	89,999.10	0.39	89,999.49	2,070.00	
Mars Inc	4.600%	03/12/25	03/01/28	732	4.530%	150,000.00	150,295.50	(94.91)	150,200.59	3,450.00	
Abbvie Inc	3.775%	03/04/26	03/03/28	734	3.790%	150,000.00	149,949.00	0.00	149,949.00	-	
Commonwealth Bk	4.423%	03/14/25	03/14/28	745	4.420%	285,000.00	285,000.00	0.00	285,000.00	5,847.57	
Kenvue Inc	5.050%	06/30/25	03/22/28	753	4.120%	265,000.00	271,256.65	(1,519.49)	269,737.16	5,910.60	
JP Morgan Chase	4.323%	10/06/25	04/26/28	788	4.160%	375,000.00	376,425.00	(360.88)	376,064.12	5,628.91	
Citigroup Inc	4.643%	05/07/25	05/07/28	799	4.640%	370,000.00	370,000.00	0.00	370,000.00	5,440.05	
National Secs Clearing	5.000%	04/23/25	05/30/28	822	4.310%	250,000.00	254,195.00	(1,133.79)	253,061.21	3,159.72	
National Secs Clearing	5.000%	11/24/25	05/30/28	822	3.700%	250,000.00	256,245.00	(664.93)	255,580.07	3,159.72	
National Secs Clearing	5.000%	05/23/25	05/30/28	822	4.330%	480,000.00	487,545.60	(1,893.23)	485,652.37	6,066.67	
HSBC USA	4.650%	06/03/25	06/03/28	826	4.650%	375,000.00	375,030.00	(6.98)	375,023.02	4,262.50	
Analog Devices Inc	4.500%	06/16/25	06/15/28	838	4.290%	275,000.00	274,703.00	67.44	274,770.44	2,467.36	
PNC Bank	4.429%	10/08/25	07/21/28	874	4.190%	375,000.00	377,276.25	(491.75)	376,784.50	1,845.42	
Intuit Inc	5.125%	02/11/26	09/15/28	930	3.950%	250,000.00	257,172.50	(149.94)	257,022.56	5,907.99	
Novartis Capital	4.100%	11/05/25	11/05/28	981	3.910%	205,000.00	204,954.90	4.83	204,959.73	2,576.17	
Novartis Capital	4.100%	11/05/25	11/05/28	981	3.890%	460,000.00	460,156.40	(15.81)	460,140.59	5,780.67	
Shell Finance	3.875%	12/22/25	11/13/28	989	3.880%	530,000.00	529,904.60	6.59	529,911.19	6,161.25	
Amazon	4.850%	11/20/25	11/20/28	996	3.910%	360,000.00	359,920.80	7.45	359,928.25	3,939.00	
Goldman Sachs	4.148%	01/21/26	01/21/29	1,058	4.150%	180,000.00	180,000.00	0.00	180,000.00	829.60	
Paccar Financial Corp	3.900%	02/05/26	02/05/29	1,073	3.910%	110,000.00	109,953.80	1.28	109,955.08	309.83	
National Rural Util Corp	4.050%	02/09/26	02/09/29	1,077	4.070%	210,000.00	209,876.10	2.92	209,879.02	519.75	
Alphabet Inc	3.700%	02/13/26	02/15/29	1,083	3.830%	75,000.00	74,727.75	4.34	74,732.09	138.75	
Alphabet Inc	3.700%	02/17/26	02/15/29	1,083	3.740%	440,000.00	439,542.40	6.10	439,548.50	814.00	
Cisco Systems Inc	4.850%	11/07/25	02/26/29	1,094	4.020%	370,000.00	379,401.70	(869.42)	378,532.28	249.24	
Merck & Co	3.400%	11/21/25	03/07/29	1,103	3.970%	290,000.00	284,951.10	388.92	285,340.02	4,765.67	
Roche Holdings	4.790%	12/03/25	03/08/29	1,104	4.010%	500,000.00	511,840.00	(854.36)	510,985.64	11,509.31	
Abbott Laboratories	3.700%	03/09/26	03/09/29	1,105	3.750%	415,000.00	414,472.95	0.00	414,472.95	-	
KLA Corp	4.100%	11/14/25	03/15/29	1,111	4.080%	510,000.00	510,341.70	(28.42)	510,313.28	9,641.83	
Home Depot	4.900%	12/04/25	04/15/29	1,142	3.970%	375,000.00	385,818.75	(749.41)	385,069.34	6,941.67	
American Express Co	4.731%	04/25/25	04/25/29	1,152	4.730%	210,000.00	210,000.00	0.00	210,000.00	3,477.29	
Northern Trust	3.150%	12/22/25	05/03/29	1,160	3.990%	400,000.00	389,508.00	562.12	390,070.12	4,130.00	
Bank of America Corp	4.623%	05/09/25	05/09/29	1,166	4.620%	370,000.00	370,000.00	0.00	370,000.00	5,321.59	
American Express Co	4.351%	02/04/26	07/20/29	1,238	4.190%	250,000.00	251,305.00	(37.91)	251,267.09	1,238.83	
Wells Fargo	4.182%	01/23/26	01/23/30	1,425	4.180%	85,000.00	85,000.00	0.00	85,000.00	375.22	
Morgan Stanley Bank	4.431%	01/26/26	01/23/30	1,425	4.300%	280,000.00	281,290.80	(28.48)	281,262.32	1,309.61	
Morgan Stanley Bank	4.213%	02/02/26	02/08/30	1,441	4.220%	225,000.00	224,948.25	1.65	224,949.90	763.61	
Morgan Stanley Bank	4.213%	02/02/26	02/08/30	1,441	4.210%	275,000.00	275,000.00	0.00	275,000.00	933.30	
Truist Bank	4.136%	01/23/26	10/23/29	1,333	4.230%	130,000.00	129,551.50	11.67	129,563.17	1,911.75	
Truist Bank	4.136%	11/10/25	10/23/29	1,333	4.230%	375,000.00	373,706.25	93.74	373,799.99	5,514.67	
Weighted Avg Maturity			816			3,921%	\$ 52,407,618.00	\$ 51,713,041.21	\$ 313,702.50	\$ 52,026,743.71	\$ 384,422.58
TOTAL ALL FUNDS						3.747%	\$ 150,182,944.29	\$ 148,450,244.01	763,903.12	\$ 149,214,147.13	\$ 951,037.09
Less: Net Unsettled Trades									(1,508,284.35)		
90 DAY US TREASURY YIELD						3.67%			\$ 147,705,862.78		
3 month US Treasury Bill Index						3.58%					
0-3 Year US Treasury Index						3.41%					
1-3 Year US Treasury Index						3.42%					
1-5 Year US Treasury Index						3.43%					
1-10 Year US Treasury Index						3.50%					

February 28, 2026

DuPAGE WATER COMMISSION
WATERLINK INVESTMENTS
(Unaudited)
February 28, 2026

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 02/28/26
Waterlink (01-122500)										
IIIT - Money Market	3.690%	02/28/26	03/01/26	1	3.690%	8,760,915.41	8,760,915.41	0.00	8,760,915.41	-
MUFG Bank	0.000%	12/11/25	03/11/26	11	3.880%	4,500,000.00	4,456,350.00	38,800.00	4,495,150.00	-
LMA Americas	0.000%	12/11/25	03/16/26	16	3.900%	2,584,000.00	2,557,406.33	22,394.67	2,579,801.00	-
Ionic Funding LLC	0.000%	01/09/26	03/16/26	16	3.800%	3,000,000.00	2,979,100.00	16,150.00	2,995,250.00	-
LMA Americas	0.000%	12/11/25	03/17/26	17	3.900%	1,966,000.00	1,945,553.60	17,038.67	1,962,592.27	-
Longship Funding	0.000%	12/17/25	03/17/26	17	3.850%	3,800,000.00	3,763,425.00	30,072.78	3,793,497.78	-
Longship Funding	0.000%	01/09/26	03/20/26	20	3.730%	1,500,000.00	1,489,120.83	7,926.25	1,497,047.08	-
Sumitomo Mitsue Trust	0.000%	01/09/26	04/09/26	40	3.750%	8,000,000.00	7,925,000.00	42,500.00	7,967,500.00	-
Cabot Trail Funding	0.000%	01/23/26	04/16/26	47	3.730%	4,350,000.00	4,312,591.21	16,676.21	4,329,267.42	-
Ionic Funding LLC	0.000%	02/10/26	05/07/26	68	3.780%	4,100,000.00	4,062,977.00	8,179.50	4,071,156.50	-
Cabot Trail Funding	0.000%	02/18/26	05/12/26	73	3.740%	4,350,000.00	4,312,490.92	4,971.08	4,317,462.00	-
Cabot Trail Funding	0.000%	02/24/26	05/21/26	82	3.730%	4,350,000.00	4,311,239.08	2,253.54	4,313,492.62	-
Weighted Avg Maturity				34	3.772%	\$ 51,260,915.41	\$ 50,876,169.38	\$ 206,962.70	\$ 51,083,132.08	\$ -
Less: Net Unsettled Trades									-	
									<u>\$ 51,083,132.08</u>	

DUPAGE WATER COMMISSION
ELMHURST, ILLINOIS
TREASURER'S REPORT
STATEMENT OF CASH FLOWS
For the Period from May 1, 2025 to February 28, 2026

	<u>Operating</u>	<u>Waterlink</u>
<u>CASH FLOWS FROM OPERATING ACTIVITIES</u>		
Cash received from customers	\$ 131,300,604	\$ -
Cash payments to suppliers	(124,984,405)	-
Cash payments to employees	(3,907,057)	-
Net cash from operating activities	<u>2,409,142</u>	<u>-</u>
<u>CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES</u>		
Cash received from sales taxes	140,468	-
Cash received/paid from long term loans	411,006	-
Cash payments for net pension activity	0	-
Net cash from noncapital financing activities	<u>551,474</u>	<u>-</u>
<u>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES</u>		
Interest paid	0	-
Principal paid	0	-
Escrow activity	35,961	53,511,809
Construction and purchase of capital assets	(4,628,517)	-
Net cash from capital and related financing activities	<u>(4,592,556)</u>	<u>53,511,809</u>
<u>CASH FLOWS FROM INVESTING ACTIVITIES</u>		
Investment income	4,905,783	1,161,069
Net cash from investing activities	<u>4,905,783</u>	<u>1,161,069</u>
Net Increase (Decrease) in cash and investments	3,273,843	54,672,878
CASH AND INVESTMENTS, MAY 1, 2025	<u>149,768,536</u>	<u>35,673,160</u>
CASH AND INVESTMENTS, FEBRUARY 28, 2026	<u>\$ 153,042,379</u>	<u>\$ 90,346,038</u>

February 28, 2026
 TREASURER'S REPORT
 DPWC MONTHLY CASH/OPERATING REPORT

	2/28/2026		
	YEAR END TARGETED Reserve or Monthly Cash Amount-Needed	Amount On Hand	Amount Over - (Under) Target
TABLE 1	A	B	C
RESERVE ANALYSIS - DWC FUNDS			
A. Operating Reserve <i># of days per current fiscal year management budget</i>	\$ 52,580,083 120	\$ 54,582,633 125	\$ 2,002,550
B. Capital Reserve (3)	\$ 23,950,000	\$ 50,391,462	\$ 26,441,462
C. Long Term Water Capital Reserve	\$ 28,825,000	\$ 29,538,578	\$ 713,578
D. O+M Account (1)	\$ 11,651,028	\$ 12,127,651	\$ 476,623
E. Current Construction Obligation	\$ 1,070,860	\$ 1,070,860	\$ -
F. General Fund	\$ -	\$ 3,162,623	\$ 3,162,623
DWC FUNDS AND ADJUSTED TARGETS	\$ 118,076,971	\$ 150,873,807	\$ 32,796,836
G. Waterlink - DWC Improvements Per 5 Year Capital Plan	\$ 31,000,000	\$ -	\$ (31,000,000)
H. Alternative Water Source Per 5 Year Capital Plan	\$ 35,000,000	\$ -	\$ (35,000,000)
DWC FUNDS AND FULL TARGETS	\$ 184,076,971	\$ 150,873,807	\$ (33,203,164)
I. Customer Construction Escrows (2)	\$ 2,168,572	\$ 2,168,572	\$ 0
J. Customer Construction Escrows Waterlink	\$ 90,346,038	\$ 90,346,038	\$ -
TOTAL SUMMARY CASH + RESERVE ANALYSIS	\$ 276,591,581	\$ 243,388,417	\$ (33,203,164)

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.

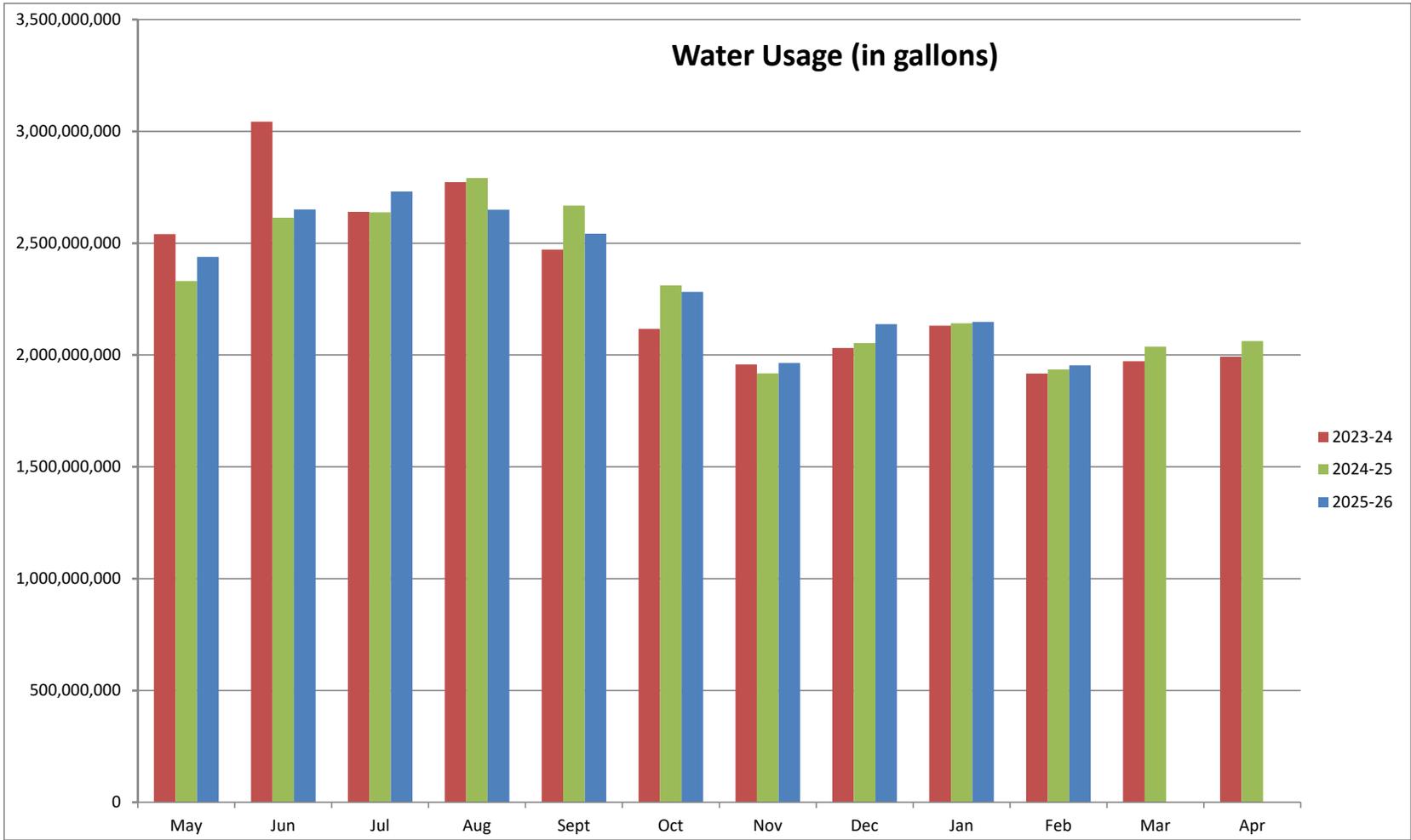


MEMORANDUM

To: Paul May, General Manager
From: Cheryl Peterson, Financial Administrator
Date: 3/10/2026
Subject: Financial Report – February 28, 2026

- Water sales to Commission customers for February 2026 were 24.3 million gallons (1.3%) above February 2025 but decreased by 184.9 million gallons compared to January 2026. Year-to-date water sales are up by 61.6 million gallons or 0.3% compared to the prior fiscal year.
- Water sales to Commission customers for February were 149.7 million gallons (8.5%) higher than the budgeted anticipated/forecasted sales for the month. Year-to-date water sales were 1,430.3 million gallons (6.7%) above the budgeted anticipated/forecasted sales.
- For the month of February, water billings to customers for O&M costs were \$11.1 million and water purchases from the City of Chicago were \$9.5 million. Water billing receivables at the February month end (\$16.0 million) were lower compared to the prior month (\$17.9 million). The decrease was primarily due to lower water sales and timing of monthly collections.
- For the ten months ended February 28, 2026, \$138.3 million of the \$148.9 million revenue budget has been realized. Therefore, 93% of the revenue budget has been accounted for year to date. For the same period, \$136.4 million of the \$158.6 million expenditure budget has been realized, and this accounts for 86% of the expenditure budget.
- Adjusted for seasonality based on a monthly trend, year to date revenues are 109% percent of the current budget and expenses are 101% 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 \$14.3 million and \$3.2 million, respectively.

cc: Chairman and Commissioners



DuPage Water Commission
 Summary of Specific Account Target and Summary of Net Assets
 February 28, 2026

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)	\$ 14,296,223.06	\$ 13,819,599.98		Positive Net Assets
General Account	\$ 3,162,622.92	\$ -		Positive Net Assets
Operating Reserve	\$ 54,582,632.82		\$ 52,580,083.00	Target Met
Capital Reserve (2)	\$ 51,462,321.76		\$ 25,020,859.92	Target Met
Capital Reserve/Alt Water & Waterlink Upsize (3)	\$ -		\$ 66,000,000.00	Not Fully Funded
L-T Water Capital Reserve	\$ 29,538,577.94		\$ 28,825,000.00	Target Met
Waterlink Escrow	\$ 90,346,038.05	\$ 90,346,038.05		Positive Net Assets
	\$ 243,388,416.55	\$ 104,165,638.03	\$ 172,425,942.92	\$ (33,203,164.40)

Total Net Assets - All Commission Accounts	
Restricted	\$ -
Unrestricted	\$ 165,375,722.69
Invested in Capital Assets, net	\$ 396,344,578.57
Total	\$ 561,720,301.26

- (1) Includes Customer Escrow Accounts and Customer Deposit Liability Accounts excluding Waterlink
- (2) Includes Current Customer Obligations
- (3) Future costs for Source Water Project and Upsize for Waterlink Project



	Current Year Balance	Prior Year Balance	Variance Favorable / (Unfavorable)
Fund: 01 - WATER FUND			
Assets			
Level1: 10 - CURRENT ASSETS			
110 - CASH	44,599,421.69	11,863,920.42	32,735,501.27
120 - INVESTMENTS	198,788,994.86	143,727,392.20	55,061,602.66
131 - WATER SALES	15,955,646.00	14,932,011.26	1,023,634.74
132 - INTEREST RECEIVABLE	951,037.09	716,564.73	234,472.36
134 - OTHER RECEIVABLE	64,047.86	-5,297,648.01	5,361,695.87
135 - LOAN RECEIVABLE - CURRENT	28,611.88	27,183.99	1,427.89
150 - INVENTORY	333,713.00	325,496.00	8,217.00
155 - PREPAIDS	646,125.25	644,715.58	1,409.67
Total Level1 10 - CURRENT ASSETS:	261,367,597.63	166,939,636.17	94,427,961.46
Level1: 17 - NONCURRENT ASSETS			
170 - FIXED ASSETS	628,479,815.24	625,589,856.78	2,889,958.46
175 - LESS: ACCUMULATED DEPRECIATION	-247,582,708.08	-237,824,546.26	-9,758,161.82
180 - CONSTRUCTION IN PROGRESS	15,447,471.41	12,216,403.12	3,231,068.29
190 - LONG-TERM ASSETS	10,016,373.01	10,978,364.01	-961,991.00
Total Level1 17 - NONCURRENT ASSETS:	406,360,951.58	410,960,077.65	-4,599,126.07
Total Assets:	667,728,549.21	577,899,713.82	89,828,835.39
Liability			
Level1: 21 - CURRENT LIABILITIES			
210 - ACCOUNTS PAYABLE	10,116,382.74	9,668,480.91	-447,901.83
211 - OTHER CURRENT LIABILITIES	1,123,773.37	807,121.80	-316,651.57
225 - ACCRUED PAYROLL LIABILITIES	170,271.87	94,014.63	-76,257.24
226 - ACCRUED VACATION	563,358.43	380,897.18	-182,461.25
250 - CONTRACT RETENTION	1,198,569.92	904,962.28	-293,607.64
251 - CUSTOMER DEPOSITS	92,064,141.62	9,467,171.07	-82,596,970.55
Total Level1 21 - CURRENT LIABILITIES:	105,236,497.95	21,322,647.87	-83,913,850.08
Level1: 25 - NONCURRENT LIABILITIES			
297 - POST EMPLOYMENT BENEFITS LIABILITIES	771,750.00	848,174.00	76,424.00
Total Level1 25 - NONCURRENT LIABILITIES:	771,750.00	848,174.00	76,424.00
Total Liability:	106,008,247.95	22,170,821.87	-83,837,426.08
Equity			
Level1: 30 - EQUITY			
300 - EQUITY	559,861,501.96	555,080,706.82	4,780,795.14
Total Level1 30 - EQUITY:	559,861,501.96	555,080,706.82	4,780,795.14
Total Beginning Equity:	559,861,501.96	555,080,706.82	4,780,795.14
Total Revenue	138,258,344.72	131,105,147.10	7,153,197.62
Total Expense	136,399,545.42	130,456,961.97	-5,942,583.45
Revenues Over/(Under) Expenses	1,858,799.30	648,185.13	1,210,614.17
Total Equity and Current Surplus (Deficit):	561,720,301.26	555,728,891.95	5,991,409.31
Total Liabilities, Equity and Current Surplus (Deficit):	667,728,549.21	577,899,713.82	89,828,835.39



Monthly & YTD Budget Report

...	...	February 2025-2026 Budget	February 2025-2026 Activitv	2025-2026 Seasonal YT...	2025-2026 YTD Activity	Seasonal Percent Used	2025-2026 Total Budget	Total Percent Used
01 - WATER FUND								
Revenue								
510 - WATER SERVICE								
							% of Year Completed: 83%	
01-511100	O&M PAYMENTS- GOVERNMENTAL	-9,965,821.15	-10,797,947.00	-121,863,262.12	-129,971,541.12	107%	-142,981,652.20	91%
01-511200	O&M PAYMENTS- PRIVATE	-224,179.95	-256,058.40	-2,741,299.47	-2,918,954.40	106%	-3,216,355.20	91%
01-514100	EMERGENCY WATER SERVICE- GOV	-1,280.24	-4,228.20	-22,354.96	-20,836.96	93%	-24,620.00	85%
510 - WATER SERVICE Totals:		-10,191,281.34	-11,058,233.60	-124,626,916.55	-132,911,332.48	107%	-146,222,627.40	91%
520 - TAXES								
							% of Year Completed: 83%	
01-530010	SALES TAXES - WATER REVENUE	0.00	-14,847.61	0.00	-140,467.63	0%	0.00	0%
520 - TAXES Totals:		0.00	-14,847.61	0.00	-140,467.63	0%	0.00	0%
540 - OTHER INCOME								
							% of Year Completed: 83%	
01-581000	INVESTMENT INCOME	-208,250.00	-525,661.15	-2,082,500.00	-5,028,482.84	241%	-2,500,000.00	201%
01-582000	INTEREST INCOME	-14,766.91	0.00	-147,669.10	-133,493.37	90%	-177,273.88	75%
01-590000	OTHER INCOME	0.00	-5,175.00	0.00	-44,568.40	0%	0.00	0%
540 - OTHER INCOME Totals:		-223,016.91	-530,836.15	-2,230,169.10	-5,206,544.61	233%	-2,677,273.88	194%
Revenue Totals:		-10,414,298.25	-11,603,917.36	-126,857,085.65	-138,258,344.72	109%	-148,899,901.28	93%

Monthly & YTD Budget Report

For Fiscal: 2025-2026 Period Ending: 2/28/2026

...	...	February 2025-2026 Budget	February 2025-2026 Activity	2025-2026 Seasonal YT...	2025-2026 YTD Activity	Seasonal Percent Used	2025-2026 Total Budget	Total Percent Used
Expense								
610 - PERSONNEL SERVICES								
								% of Year Completed: 83%
01-60-611100	ADMIN SALARIES	149,625.74	149,277.93	1,692,577.74	1,701,277.04	101%	2,030,200.00	84%
01-60-611200	OPERATIONS SALARIES	201,376.00	193,905.77	2,064,352.00	1,990,260.97	96%	2,480,000.00	80%
01-60-611300	SUMMER INTERNS	0.00	0.00	36,000.00	0.00	0%	36,000.00	0%
01-60-611600	ADMIN OVERTIME	616.67	266.28	6,166.66	1,406.11	23%	7,400.00	19%
01-60-611700	OPERATIONS OVERTIME	30,434.56	25,869.45	336,486.40	288,393.14	86%	396,800.00	73%
01-60-612100	PENSION	24,346.25	17,205.20	243,462.50	147,729.97	61%	292,272.00	51%
01-60-612200	MEDICAL/LIFE BENEFITS	91,252.48	84,444.30	958,151.00	914,972.42	95%	1,140,656.00	80%
01-60-612300	FEDERAL PAYROLL TAXES	30,750.89	26,534.95	314,855.78	279,929.41	89%	378,705.60	74%
01-60-612800	STATE UNEMPLOYMENT	1,166.66	480.22	11,666.60	2,921.04	25%	14,000.00	21%
01-60-613100	TRAVEL	950.00	202.00	9,500.00	3,322.65	35%	11,400.00	29%
01-60-613200	TRAINING	6,345.83	0.00	63,458.30	17,774.72	28%	76,150.00	23%
01-60-613301	CONFERENCES	5,108.33	2,094.39	51,083.30	12,138.88	24%	61,300.00	20%
01-60-613302	TUITION REIMBURSEMENT	1,250.00	0.00	12,500.00	0.00	0%	15,000.00	0%
01-60-619100	OTHER PERSONNEL COSTS	1,933.33	75.00	19,333.30	8,477.10	44%	23,200.00	37%
610 - PERSONNEL SERVICES Totals:		545,156.74	500,355.49	5,819,593.58	5,368,603.45	92%	6,963,083.60	77%
620 - CONTRACT SERVICES								
								% of Year Completed: 83%
01-60-621000	WATER CONSERVATION/PROMOTIO	1,083.33	0.00	10,833.30	0.00	0%	13,000.00	0%
01-60-623300	TRUST SERVICES & BANK CHARGE	15,493.80	11,079.18	154,938.00	110,872.25	72%	186,000.00	60%
01-60-625100	LEGAL SERVICES- GENERAL	6,666.66	15,728.70	66,666.60	81,943.31	123%	80,000.00	102%
01-60-625300	LEGAL SERVICES- SPECIAL	6,666.66	14,512.50	66,666.60	43,516.47	65%	80,000.00	54%
01-60-625800	LEGAL NOTICES	1,416.66	0.00	14,166.60	1,743.20	12%	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	71,919.43	462,398.30	391,219.81	85%	555,100.00	70%
01-60-629000	CONTRACTUAL SERVICES	77,515.00	28,150.14	775,150.00	609,175.68	79%	930,180.00	65%
620 - CONTRACT SERVICES Totals:		155,081.94	141,389.95	1,585,819.40	1,271,470.72	80%	1,896,280.00	67%
640 - INSURANCE								
								% of Year Completed: 83%
01-60-641100	GENERAL LIABILITY INSURANCE	14,083.33	9,060.75	140,833.30	88,590.48	63%	169,000.00	52%
01-60-641200	PUBLIC OFFICIAL LIABILITY	2,025.00	1,588.18	20,250.00	15,881.65	78%	24,300.00	65%
01-60-641500	WORKER'S COMPENSATION	13,750.00	12,259.00	137,500.00	124,993.00	91%	165,000.00	76%
01-60-641600	EXCESS LIABILITY COVERAGE	8,333.33	7,020.67	83,333.30	67,265.68	81%	100,000.00	67%
01-60-642100	PROPERTY INSURANCE	47,500.00	39,984.83	475,000.00	406,623.32	86%	570,000.00	71%
01-60-642200	AUTOMOBILE INSURANCE	3,750.00	3,279.25	37,500.00	30,555.48	81%	45,000.00	68%
01-60-649100	SELF INSURANCE PROPERTY	8,333.33	0.00	83,333.30	1,911.35	2%	100,000.00	2%
640 - INSURANCE Totals:		97,774.99	73,192.68	977,749.90	735,820.96	75%	1,173,300.00	63%

...	...	February 2025-2026 Budget	February 2025-2026 Activity	2025-2026 Seasonal YT...	2025-2026 YTD Activity	Seasonal Percent Used	2025-2026 Total Budget	Total Percent Used
650 - OPERATIONAL SUPPORT SRVS								
							% of Year Completed: 83%	
01-60-651200	GENERATOR DIESEL FUEL	9,375.00	0.00	93,750.00	35,856.74	38%	112,500.00	32%
01-60-651300	NATURAL GAS	2,748.90	5,656.00	27,489.00	19,347.26	70%	33,000.00	59%
01-60-651401	TELEPHONE	6,321.66	4,084.14	63,216.60	45,814.29	72%	75,860.00	60%
01-60-651403	RADIOS	2,207.45	0.00	22,074.50	18,816.00	85%	26,500.00	71%
01-60-651404	REPAIRS & EQUIPMENT	383.33	0.00	3,833.30	461.75	12%	4,600.00	10%
01-60-652100	OFFICE SUPPLIES	2,541.66	2,130.05	25,416.60	18,873.85	74%	30,500.00	62%
01-60-652200	BOOKS & PUBLICATIONS	837.50	53.96	8,375.00	6,588.80	79%	10,050.00	66%
01-60-653100	PRINTING- GENERAL	808.33	0.00	8,083.30	1,139.86	14%	9,700.00	12%
01-60-653200	POSTAGE & DELIVERY	533.33	297.16	5,333.30	1,745.91	33%	6,400.00	27%
01-60-654000	PROFESSIONAL DUES	1,868.75	4,500.00	18,687.50	22,339.56	120%	22,425.00	100%
01-60-655000	REPAIRS & MAINT- OFFICE EQUI	734.70	612.15	7,347.00	5,197.61	71%	8,820.00	59%
01-60-656000	REPAIRS & MAINT- BLDGS & GRN	22,000.00	20,519.82	220,000.00	200,547.44	91%	264,000.00	76%
01-60-659000	COMPUTER SOFTWARE/LICENSING	16,905.73	78,546.46	169,057.30	154,070.44	91%	202,950.00	76%
01-60-659100	OTHER ADMINISTRATIVE EXPENSE	1,666.00	1,657.04	16,660.00	17,444.58	105%	20,000.00	87%
650 - OPERATIONAL SUPPORT SRVS Totals:		68,932.34	118,056.78	689,323.40	548,244.09	80%	827,305.00	66%
660 - WATER OPERATION								
							% of Year Completed: 83%	
01-60-661101	WATER BILLING	8,838,820.69	9,534,915.09	108,082,164.63	114,235,965.81	106%	126,812,348.56	90%
01-60-661102	ELECTRICITY	153,340.00	185,000.00	1,875,060.00	1,609,815.10	86%	2,200,000.00	73%
01-60-661103	OPERATIONS & MAINTENANCE	65,000.00	53,747.84	650,000.00	559,522.56	86%	780,000.00	72%
01-60-661104	MAJOR MAINTENANCE	37,500.00	0.00	375,000.00	183,078.00	49%	450,000.00	41%
01-60-661201	PUMP STATION	191,675.00	69,013.97	2,343,825.00	1,905,761.24	81%	2,750,000.00	69%
01-60-661202	METER STATION, ROV, TANK SITE	13,940.00	33,168.17	170,460.00	132,522.41	78%	200,000.00	66%
01-60-661300	WATER CHEMICALS	4,825.00	3,996.40	48,250.00	11,412.12	24%	57,900.00	20%
01-60-661400	WATER QUALITY TESTING	9,916.66	252.50	99,166.60	49,226.90	50%	119,000.00	41%
01-60-662100	PUMPING SERVICES	67,441.66	11,997.33	674,416.60	377,698.93	56%	809,300.00	47%
01-60-662200	INSTRUMENTATION	5,810.17	15.71	58,101.70	15,866.59	27%	69,750.00	23%
01-60-662300	METER TESTING & REPAIRS	4,583.33	0.00	45,833.30	20,786.32	45%	55,000.00	38%
01-60-662400	SCADA	1,491.07	208.16	14,910.70	1,762.22	12%	17,900.00	10%
01-60-662500	EQUIPMENT RENTAL	1,332.80	0.00	13,328.00	0.00	0%	16,000.00	0%
01-60-662600	UNIFORMS	2,165.80	695.41	21,658.00	12,174.37	56%	26,000.00	47%
01-60-662700	SAFETY	15,008.33	260.00	150,083.30	68,155.37	45%	180,100.00	38%
01-60-663100	PIPELINE REPAIRS	112,500.00	3,475.00	1,125,000.00	626,850.80	56%	1,350,000.00	46%
01-60-663200	CORROSION TESTING & MITIGATION	25,000.00	2,695.00	250,000.00	114,197.27	46%	300,000.00	38%
01-60-663300	REMOTE FACILITIES MAINTENANCE	23,157.40	16,555.40	231,574.00	144,222.33	62%	278,000.00	52%
01-60-663400	PLAN REVIEW- PIPELINE CONFLI	7,746.90	2,069.47	77,469.00	38,148.61	49%	93,000.00	41%
01-60-663700	PIPELINE SUPPLIES	10,000.00	7,882.45	100,000.00	95,669.98	96%	120,000.00	80%
01-60-664000	MACHINERY & EQUIP- NON CAP	3,431.96	0.00	34,319.60	28,902.67	84%	41,200.00	70%

Monthly & YTD Budget Report

For Fiscal: 2025-2026 Period Ending: 2/28/2026

...	...	February 2025-2026 Budget	February 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	163.48	36,516.60	17,088.08	47%	43,820.00	39%
01-60-664200	FUEL- VEHICLES	3,750.00	3,454.93	37,500.00	27,251.56	73%	45,000.00	61%
01-60-664300	LICENSES- VEHICLES	275.00	0.00	2,750.00	0.00	0%	3,300.00	0%
660 - WATER OPERATION Totals:		9,602,363.43	9,929,566.31	116,517,387.03	120,276,079.24	103%	136,817,618.56	88%

680 - LAND & LAND RIGHTS

% of Year Completed: 83%

01-60-681000	LEASES	83.33	0.00	833.30	0.00	0%	1,000.00	0%
01-60-682000	PERMITS & FEES	708.33	0.00	7,083.30	5,913.33	83%	8,500.00	70%
680 - LAND & LAND RIGHTS Totals:		791.66	0.00	7,916.60	5,913.33	75%	9,500.00	62%

685 - CAPITAL EQUIP / DEPREC

% of Year Completed: 83%

01-60-685100	COMPUTERS	6,164.20	0.00	61,642.00	62,324.43	101%	74,000.00	84%
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	22,052.83	70,000.00	50,757.14	73%	70,000.00	73%
01-60-685800	CAPITALIZED EQUIP	0.00	-22,052.83	-90,000.00	-50,757.14	56%	-90,000.00	56%
01-60-686000	VEHICLES	0.00	454.75	80,000.00	66,694.17	83%	80,000.00	83%
01-60-686800	CAPITALIZED VEHICLE PURCHASES	0.00	-454.75	-80,000.00	-66,694.17	83%	-80,000.00	83%
01-60-692000	DEPRECIATION- TRANS MAINS	425,000.00	405,363.84	4,250,000.00	4,036,669.93	95%	5,100,000.00	79%
01-60-693000	DEPRECIATION- BUILDINGS	291,550.00	263,883.70	2,915,500.00	2,639,281.47	91%	3,500,000.00	75%
01-60-694000	DEPRECIATION-PUMPING EQUIPME	158,270.00	126,561.28	1,582,700.00	1,264,861.37	80%	1,900,000.00	67%
01-60-695200	DEPRECIATION- OFFICE FURN &	14,994.00	11,704.59	149,940.00	61,039.89	41%	180,000.00	34%
01-60-696000	DEPRECIATION- VEHICLES	16,326.80	11,800.16	163,268.00	129,236.54	79%	196,000.00	66%
685 - CAPITAL EQUIP / DEPREC Totals:		912,305.00	819,313.57	9,123,050.00	8,193,413.63	90%	10,950,000.00	75%

710 - CONSTRUCTION IN PROGRESS

% of Year Completed: 83%

01-60-722200	DPPS BUILDINGS REHAB & MAINT	0.00	0.00	300,000.00	94,147.54	31%	300,000.00	31%
01-60-722202	DPPS VALVE REPLACEMENT	0.00	0.00	600,000.00	46,914.94	8%	600,000.00	8%
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	33,029.00	7%	500,000.00	7%
01-60-771000	VALVE REHAB & REPLACEMENT	0.00	0.00	500,000.00	609.39	0%	500,000.00	0%
01-60-771100	METER REPLACEMENT	0.00	0.00	150,000.00	127,410.00	85%	150,000.00	85%
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	382,637.40	4,450,000.00	1,740,876.62	39%	4,450,000.00	39%
01-60-772500	ALTERNATIVE WATER SOURCE	0.00	18,842.08	5,000,000.00	792,395.53	16%	5,000,000.00	16%
01-60-798000	CAPITALIZED FIXED ASSETS	0.00	-401,479.48	-32,170,000.00	-2,835,383.02	9%	-32,170,000.00	9%
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: 2/28/2026

...	...	February 2025-2026 Budget	February 2025-2026 Activity	2025-2026 Seasonal YTD...	2025-2026 YTD Activity	Seasonal Percent Used	2025-2026 Total Budget	Total Percent Used
850 - ESCROW FUNDED CONSTRUCTION								
							% of Year Completed: 83%	
01-80-850001	METERING STATION	0.00	4,550.49	3,250,000.00	16,478.23	1%	3,250,000.00	1%
01-80-852001	AQUA ILLINOIS	0.00	0.00	2,000,000.00	1,560.00	0%	2,000,000.00	0%
01-80-852010	MONTGOMERY/OSWEGO/YORKVILL	0.00	709,608.10	199,500,000.00	7,567,460.91	4%	199,500,000.00	4%
01-80-899000	CONTRIBUTED/CAPITALIZED FIXED A	0.00	-714,158.59	-204,750,000.00	-7,585,499.14	4%	-204,750,000.00	4%
850 - ESCROW FUNDED CONSTRUCTION Totals:		0.00	0.00	0.00	0.00	0%	0.00	0%
Expense Totals:		11,382,406.10	11,581,874.78	134,720,839.91	136,399,545.42	101%	158,637,087.16	86%
01 - WATER FUND Totals:		968,107.85	-22,042.58	7,863,754.26	-1,858,799.30	-24%	9,737,185.88	-19%



Resolution #: R-22-26

Account: 01-60-629000

Approvals: *Author / Manager / Finance / Admin*

DC RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 3/12/2026

Description: **A Resolution Authorizing the Execution of a Consulting Agreement with Park Place Technologies, LLC for IT Network Managed Services in accordance with Article VIII of the DuPage Water Commission Bylaws**

Agenda Section: Administration Committee

Originating Department: Administration

Resolution No. R-22-26 would approve a Consulting and Network Management Service Agreement with Park Place Technologies, LLC for Information Technology (IT) Managed and Consulting Services in connection with the Commission Servers, Firewall, Switches, SAN, Backup System & Cloud Storage, Wireless Network, Cyber Security, and other IT projects that may arise.

The Commission relies heavily on technology to operate in the most efficient manner. The Commission's Information Technology needs continue to grow, and with current cyber security concerns, it is imperative to have subject matter experts available to assist staff. The Commission has utilized IT consulting services to provide both remote monitoring and on-call service to allow the Commission to continue operating at the highest level of efficiency and security.

Last year, Commission staff changed IT managed service providers to Park Place Technologies, onboarding their team, configuring our systems with their monitoring solutions, and developing a strong partnership. This first year of service has proved successful, with Park Place Technologies being proficient and supportive when it comes to our networking support needs. They have successfully assisted with several upgrade projects such as our file storage server replacement and migration, as well as a complex project upgrading our switch network hardware.

Commission staff recommends the authorization of Park Place Technologies, LLC managed services for a one-year agreement in the amount of \$2,688.44 per month or \$32,261.28 annually for Consulting and Network Management Services. The annual cost is roughly a 5 percent increase from the previous year.

Recommended Motion:

To Approve Resolution R-22-26

DUPAGE WATER COMMISSION

RESOLUTION NO. R-22-26

A RESOLUTION AUTHORIZING THE EXECUTION OF A CONSULTING AGREEMENT
WITH PARK PLACE TECHNOLOGIES, LLC FOR IT MANAGED SERVICES
IN ACCORDANCE WITH ARTICLE VIII OF THE DUPAGE WATER COMMISSION BYLAWS

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 monthly management services and from time to time additional IT project work, and Park Place Technologies, LLC, an Illinois limited Liability Corporation (“Consultant”), desires to provide monthly IT management services and from time to time additional IT project work in connection with the Commission’s information technology systems; and

WHEREAS, for ease of administration, the Commission and Consultant desire to enter into a consulting agreement setting forth the terms and conditions pursuant to which the Commission will obtain monthly management services and from time to time additional IT project work, and Consultant will provide monthly management services and from time to time additional IT project work to be approved by the Commission and Consultant; and

WHEREAS, the Commission further desires to obtain under the consulting agreement, and Consultant further desire to provide under the consulting agreement, consulting services in connection with information technology systems;

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

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

SECTION TWO: A Consulting Agreement between the DuPage Water Commission and Park Place Technologies, LLC for Consulting 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 it hereby is approved. The General Manager shall be and hereby is authorized and directed to execute the Consulting 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 Consulting Agreement shall not be so executed on behalf of the Commission unless and until the General Manager shall have been presented with copies of the Consulting Agreement by Park Place Technologies.

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 _____, 2026.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk

Board/Resolutions/2026/R-22-26.docx

EXHIBIT 1

DELETE PAGE IF NO ATTACHMENT



CHANGE ORDER FOR INFRASTRUCTURE MANAGEMENT SERVICES

REVISION HISTORY

NAME	DATE	VERSION	UPDATES
Eric Bauknecht	11/3/2025	1.0	

INTRODUCTION

This Change Order (“Change Order”) is entered into by Park Place Technologies (“PPT”), and

DuPage Water Commission
600 E Butterfield Rd
Elmhurst, IL 60126-4642
 (“Customer”)

and modifies Statement of Work Version 897812 dated 4/1/2025, previously entered into by the parties (“SoW”). The Parties agree to modify the SoW as follows:

CHANGE ORDER SUMMARY

This SoW is being modified due to:

Extension of SoW Term

COVERED SYSTEMS

SYSTEM TYPE	SERVICE LEVEL	COUNT
ESXi	Plus	3
vCenter	Plus	1
Windows Servers	Plus	17

Storage – Nimble (30TB)	Plus	4
Network – Switches	Plus	2
Network – Firewalls	Plus	2
Wireless Controller	Plus	1
Wireless Access Points	-	18

LOCATIONS

LOCATION NAME	ADDRESS
Elmhurst	600 E Butterfield Rd, Elmhurst, IL 60126-4642

SOW TERM

TERM START	4/1/2026
TERM END	3/31/2027

FEES/ EXPENSES/ PAYMENT TERMS

SERVICES	YEAR 1	YEAR 2	YEAR 3
Infrastructure Management Services	\$32,261.28		
Total	\$32,261.28		

ACCEPTANCE

Except as expressly set forth in this Change Order, all other terms of the SoW shall remain unchanged and in full force and effect.

This Change Order is hereby approved and accepted by the parties duly authorized representatives below:

Executed for and on behalf of

PARK PLACE TECHNOLOGIES LLC

Signature		Date	
		Name	
		Title	

Executed for and on behalf of

DUPAGE WATER COMMISSION

Signature		Date	
		Name	
		Title	



Resolution #: R-26-26

Account: N/A

Approvals: *Author / Manager / Finance / Admin*

RCB RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 3/12/2026

Description: A Resolution Authorizing and Ratifying the Disposal of Certain Personal Property Owned by the DuPage Water Commission

Agenda Section: Administration Committee

Originating Department: Administration

Resolution No. R-26-26 is a Resolution Authorizing and Ratifying the Disposal of Certain Personal Property Owned by the DuPage Water Commission. This Resolution authorizes the General Manager to dispose of the assets listed on Exhibit A to the Resolution in compliance with the DuPage Water Commission Policy as these assets are beyond their useful life cycle, repair or refurbishment cost is prohibitive, and these assets are no longer useful to the Commission.

The computer hardware will be rendered inoperable and delivered to an electronics recycler.

Recommended Motion:

Adopt R-26-26, A Resolution Authorizing and Ratifying the Disposal of Certain Personal Property Owned by the DuPage Water Commission.

EXHIBIT A

Qty	VIN/Serial Number	Description	Details
5	000-884-761 000-884-844 000-985-699 001-070-295 001-070-301	Medeco XT Electronic Security Key Remote Programming Devices Purchased in 2019	Devices are no longer supported and have been replaced with new units
1	SB-87CS	Fellows Powershred 15-sheet Confetti-Cut Shredder	Does not power on
1	USE6175V01	HP ProLiant DL380 Gen 9 Server	Old domain controller server. Not in use anymore.
2	MXL9464QCC MXL9464QC9	HP Elite Desk 800	Not in use anymore
125	Various	Omni T2 Water Meter Register Heads	Devices have been replaced with new units
20	Various	Rosemount 3051S Direct Pressure Transmitter	Old units that have been replaced with new units
1	17283093	Foxboro IDP10S Differential Pressure Transmitter	Old unit that have been replaced with new unit
2	BR1300G BR1300LCD	APC 1300 UPS	Both units failed and are no longer needed
2	1248820 882995	LEDR 900S Microwave radio	Old units that have been replaced with new units.
2	Serial Number Unknown	Dell Workstations	Old units that have been replaced with new units.
3	MXL0121X9M MXL9113G7T Serial Number Unknown	HP Workstations	Old units that have been replaced with new units.
2	CN90HB00BF CN98HB000H	HPE 1950 Switches	Old units that have been replaced with new units.

RESOLUTION NO. R-26-26

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

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

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

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

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

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

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

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

ADOPTED THIS _____ DAY OF _____, 2026.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk
Board/Resolutions/2026/R-26-26.docx



Resolution #: R-27-26

Account: 01-60-628000, \$28,000

Approvals: *Author / Manager / Finance / Admin*

PDM - CAP PDM

REQUEST FOR BOARD ACTION

Date: 12/30/2024

Description: **A Resolution approving Task Order #2 under a Master Services Agreement with Raftelis, Inc. for Cost-of-Service model review and report**

Agenda Section: Administration Committee

Originating Department: Administration

The DuPage Water Commission and other regional water wholesalers have been presented with an updated draft “cost-of-service” model and rate proposal from the City of Chicago. The proposed cost-of-service rate is a departure from the historical practice of utilizing an established “base water rate” for all drinking water from the Chicago/Lake Michigan source, and is now revised from the previous cost-of-service model that was presented from Chicago in 2022. The cost-of-service approach is based upon the AWWA practice as defined in the AWWA M1 manual which prescribes computation of associated costs from the supply chain assets: life cycle cost, depreciation, and replacement costs. Under this scenario, all water wholesalers and municipal direct connections served by the City of Chicago would receive a separate rate based upon the assets in their respective service chain.

Regional water wholesalers have employed consultants to review the model and prepare responses to submit to the City of Chicago. Based on the wide variation in proposed wholesale rates, other water wholesalers will be evaluating the model from different perspectives, and it is of paramount importance that DWC prepare and submit a response from our position to ensure that the model includes and retains computations and approaches that are favorable to the Commission and our customers. DWC has previously identified Raftelis, Inc as the most qualified firm for this work, and Raftelis completed a review of the 2022 Cost of Service model under Task Order #1 through an existing Master Services Agreement.

DWC has directed Raftelis to prepare a new Task Order for the review and report of the updated Cost-of-Service model, which is attached.

Recommended Motion:

To Approve Resolution R-27-26 authorizing Task Order #2 with Raftelis, Inc for Cost-of-Service model review and report, in an amount not to exceed \$28,000

RESOLUTION NO. R-27-26

A RESOLUTION APPROVING AND RATIFYING TASK ORDER #2
UNDER A MASTER CONTRACT WITH RAFTELIS CONSULTING, INC. FOR AN COST-OF-SERVICE
REVIEW STUDY

WHEREAS, the DuPage Water Commission (the "Commission") entered into a contract with Raftelis Consulting, Inc. (the "Consultant") to provide, from time to time, professional consulting 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 and DWC staff have developed a scope of services in substantially the form described in the Task Orders 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.				
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 _____, 2026.

James F. Zay, Chairman

ATTEST: _____

Danna Mundall, Clerk

Board/Resolutions/2026/R-27-26.docx

EXHIBIT 1

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

Raftelis Task Order 02 – SCOPE OF WORK

In 2022, the DuPage Water Commission and Raftelis Financial Consultants, Inc. executed a Master Contract for Professional Consulting Services (the “Master Contract”). The scope of work described below will be completed under this Master Contract.

Under this Task Order 02 of the Master Contract, Raftelis will review the latest version of the City of Chicago’s (“City’s”) cost of service study model, supporting calculations, and the cost-of-service study report, if available. The purposes of the review are (1) to assess its conformance to common industry practices, and (2) identify specific questions and challenges associated with the approaches, methods, procedures, assumptions, data, and information used to prepare the cost-of-service study model. The Task Order 02 Scope of Work will include the following specific subtasks:

- a. Review of the City’s cost of service study model, report, existing water supply contract between the City and DuPage Water Commission (“DWC”), and other supporting documentation.
- b. Complete an assessment of the appropriateness of the approaches, methods, and procedures employed, assumptions, data, and information utilized, and resulting wholesale rates, including:
 - i. Appropriate use of the utility-basis approach to identifying revenue requirements
 - ii. Details supporting the fixed assets identified as allocable to the DWC.
 - iii. Method of determining fair value rate base, appropriateness of the assets included in the rate base, and appropriateness of the annual and accumulated depreciation estimates.
 - iv. Appropriateness of the working capital requirement assumptions.
 - v. Basis and support for the method of determining the rate of return factor employed.
 - vi. Details supporting the operations and maintenance (O&M) expense by cost center.
 - vii. Appropriate use of the cost allocation drivers, including commodity and demand factors, average day, maximum day, and maximum hour demands, and customer cost drivers.

- viii. Assessment of the appropriateness of the units of service used in the model, including average day, maximum day, and maximum hour flows, and customer units.
- ix. Appropriateness, accuracy, and correctness of the model calculations.
- c. Prepare a memorandum documenting the initial observations and findings regarding the conformity of the cost-of-service model with common industry practices and documentation of initial issues and challenges associated with the model for further assessment and evaluation.
- d. Review of other findings, issues, and challenges completed by other Chicagoland water wholesalers and assess where they are aligned or misaligned with comments prepared for DWC.
- e. Participate in up to three virtual meetings with DWC (and other water wholesalers, if desired by DWC) to discuss the cost of service model and information and review findings.

To support this scope of work, we would ask that DWC request and forward the following information from the City, if available:

- Any written memorandums, reports, or other documentation of the approach, methodology, assumptions, and data used in the City's cost of service model.
- A copy of the latest City cost of service model in Microsoft Excel.

TASK 02 FEE ESTIMATE

Raftelis proposes to complete the Task 02 scope of work on a time-and-expense basis in accordance with our standard 2026 billing rates for a not-to-exceed of \$28,000.



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: 3/12/2026

Subject: Status of Operations, Engineering and Construction

Operations Overview

The Commission's sales for February 2026 totaled 1.9 billion gallons. This represents an average daily demand of 66.9 million gallons per day (MGD), which is lower than February 2025 average day demand of 68.2 MGD. The maximum day demand was 72.9 MGD, which is higher than the February 2025 maximum day demand of 72.6 MGD. The minimum day flow was 62.6 MGD.

The recorded total precipitation for February 2026 was .16 inches compared to 1.7 inches for February 2025.

DuPage Operations & Instrumentation Maintenance and Construction Overview

HLP No. 8 was shipped to Superior Industrial Equipment for Disassembly, Cleaning and Inspection (DCI). The final DCI and repair recommendation report is forthcoming.

Refurbishment of the third of nine cone valves programmed for service at A/C Service and Repair is in process. Estimated refurbishment timeline is 8-10 weeks. R-23-26 appears on the agenda seeking approval of the fourth of nine cone valve refurbishments.

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

Lexington Operations and Maintenance Overview

The Lexington Pump Station replacement of the pump and motor vibration analysis instrumentation was approved under R-18-26. Equipment is on order and the work is expected to be completed in July.

No Change: Chicago DWM continues troubleshooting their SCADA system deficiencies, may have identified the root cause of the ongoing issues and has provided a draft work plan to DWC staff in efforts to remediate current and future SCADA issues.

Alternate Water Source

The Source Water project continues to move forward with the Draft Comprehensive Plan now completed. Commissioners were provided with a copy of the draft report for review and in-depth discussion. The Comprehensive Plan is intended to serve as the foundational document to guide decisions as the project moves forward, and it includes a significant amount of information regarding the business case, governance considerations, project delivery methodologies, project communication strategies, and case studies for other successful projects.

Several Commissioners have responded to the Chairman with comments regarding prospective governance scenarios. Coordination/steering meetings have been scheduled with NSMJAWA and Glencoe to continue to advance the project, with a focus on governance and shared objectives.

R-15-26 appears on the agenda seeking approval of the 2nd Amendment to Task Order No. 01 with Consor/Raftelis to continue with professional services related to the Source Water project.

Pipeline & Remote Facilities Maintenance Overview

Pipeline and Remote Facilities staff continue to inspect Remote Facilities, perform the annual blow-off valve structure inspections, and perform maintenance and repairs on corrosion protection system installed on DWC the transmission and distribution systems.

The performance of corrective work by contract at various roadway utility structures throughout the transmission and distribution system is temporarily halted due to winter.

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 Highland Avenue and Park Blvd in the vicinity of the Commission's 54-inch water main.

Resolution R-24-26 appears on the agenda to approve and ratify Work Authorization Order No. 13.007 to Quick Response Contractor, Benchmark Construction Co., Inc. The work was necessary to investigate a potential leak in a 30-inch diameter steel water main located in the City of Naperville.

SCADA & Information Technology Overview

The SCADA Replacement Project (Contract PSD-9/21) is ongoing. This spring, Commission staff will be bringing Change Order No. 7 to the board for design changes, additional efforts, and credits in the project, as well as a request to modify the completion date of the project, which was originally set for May 31, 2026. The intention would be to extend the project schedule due to multiple factors that were faced during the integration process. Factors include delays to various control panel components that were affected by the supply chain issues, delays due to various integration testing that extended past the original expectation, and delays due to communication backhaul upgrading and configuration that took more effort and time than originally anticipated.

Though the project completion date is looking to be extended, the project is currently and is anticipated to remain under budget. Work has fully transitioned to RTU replacements at remote sites and will be continuing to the completion of the project. Additional tasks such as the campus fiber upgrade and security upgrades are underway starting this month and will continue into April.

The annual Customer Meter Testing Program is ongoing and is 100% complete and reflects an overall meter accuracy of 99.89% for the 213 meters in service as tested. A total of three meters, of the 213 meters experienced errors outside of the contractual limits of 98% to 102% accuracy.

Engineering & Capital Improvement Program Overview

Design of a Joint Facility (Metering Station and Pressure Adjusting Station) at Lombard's fifth connection location has been completed. Permit applications with the IEPA, IDOT, etc. have been submitted. Initial cost proposals received by Lombard have come in higher than anticipated and, as a result, value engineering efforts are currently underway in an effort to realize cost savings.

Staff continue to work with V3 with regards to traffic control engineering at specific Commission remote sites. The first batch of 26 locations have been identified, with initial efforts consisting of site evaluation, determination of any Authorities Having Jurisdiction, and what, if any, permits are required for traffic control setup. Base maps have also been established for each site. Draft exhibits for all 26 locations are expected to be submitted for staff review later this month.

WaterLink Communities (Montgomery/Oswego/Yorkville)

The Phase II engineering effort remains ongoing and is approximately 98% complete. Permit submittals continue to be coordinated, with all review comments assessed and incorporated as necessary into the project drawings by the design team. Coordination with ComEd continues to move forward with all review comments having been addressed and no further requirements to be addressed for the License Agreement to be approved.

Efforts related to easement acquisition also continue, with several related ordinances appearing on the agenda. These items include necessary property acquisition (easements) required in order to complete the construction of the WaterLink Pipeline.

Resolution R-25-26 appears on the agenda seeking approval of the First Amendment to Task Order No. 03 with Lockwood, Andrews & Newnam, Inc. (LAN) with respect to the ongoing Phase II Engineering effort. The original contract for Phase II Engineering was approved in March 2024 and is nearing completion. However, as the design of the project has evolved over the course of the past two years, portions of the design work have had to be revised in an effort to minimize construction conflicts and/or costs. While this change order is significant in cost, it is expected to generate construction savings of over \$10,000,000.

Construction on the Book Road section remains underway, with trenchless casing pipe installed at three locations and more than 400' of watermain installed. The connection into the Commission's existing distribution network is anticipated to take place in April. Construction on the subsequent contracts are expected to begin within the next 4-6 weeks, most of which will be taking place within the ComEd corridor.

Preconstruction meetings were recently held for Section 1 (Bolder Contractors.) and Section 2 (Benchmark and D. Construction) of the 36" feeder main. These Contractors have not yet shared a specific schedule, however, both have indicated that they look to begin construction later this summer.

Bid advertisements scheduled during the month of March include the Meter Station package, as well as the final portion of the 54" transmission main (Section 3C) and the 16"-24" feeder main (Section 4) with contract awards for these sections tentatively scheduled for the April and/or May Board meetings.

Board Action Items

- Resolution R-15-25:** Approval of Amendment #2 to Task Order #1 of a Master Services Agreement with Consor/Raftelis for Professional Services as Source Water Project Technical Advisor **(Cost Increase of \$297,700)**
- Resolution R-23-26:** A Resolution Authorizing High-Lift Pump Control Valve Repair Services from a Sole Source Provider **(A/C Service and Repair – Estimated Expense of \$150,000)**
- Resolution R-24-26:** A Resolution to Approve & Ratify Certain Work Authorization Orders Under Quick Response Contract QR-13/25 **(WAO No. 007 – Benchmark Construction Co., Inc. – Estimated Cost of \$60,000)**
- Resolution R-25-26:** A Resolution Approving and Ratifying the First Amendment to Task Order No. 03 for the Phase II Engineering Contract of the WaterLink Pipeline Project **(Lockwood, Andrews & Newnam, Inc. –\$1,022,300)**

Attachments

1. DuPage Laboratory Bench Sheets for February 2026
2. Water Sales Analysis 01-May-2020 to 28-February-2026
3. WaterLink Status Report
4. Alternate Water Source Report

DU PAGE WATER COMMISSION
WATER SALES ANALYSIS

01-May-92 TO 28-Feb-26

PER DAY AVERAGE 77,711,201

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
Nov-25	1,921,845,000	1,964,172,176	97.85%	\$11,146,701.00	\$9,587,124.39	499,812	0.03%	97.87%	\$5.80	\$4.881
Dec-25	2,083,561,000	2,137,963,067	97.46%	\$12,084,653.80	\$10,435,397.73	416,706	0.02%	97.47%	\$5.80	\$4.881
Jan-26	2,091,449,000	2,147,664,659	97.38%	\$12,130,404.20	\$10,482,751.20	585,634	0.03%	97.41%	\$5.80	\$4.881
Feb-26	1,906,592,000	1,953,475,741	97.60%	\$11,058,233.60	\$9,534,915.09	385,924	0.02%	97.62%	\$5.80	\$4.881
TOTALS (1)	960,277,308,798	987,750,183,015	97.22%	\$2,570,013,929.20	\$2,263,047,218.36	902,328,101	0.09%	97.31%	\$2.68	\$2.291

- (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										
Feb-25	22,852,220,000	23,403,117,811	97.65%	127,515,388	109,471,818				\$5.58	\$4.678
Feb-26	22,913,863,000	23,498,124,172	97.51%	132,900,405	114,235,966				\$5.80	\$4.861
	61,643,000	95,006,361		\$5,385,018	\$4,764,148					
	0.3%	0.4%		4.2%	4.4%					
Month										
Feb-25	1,882,269,000	1,935,765,374	97.24%	10,503,061	9,084,547				\$5.58	\$4.693
Feb-26	1,906,592,000	1,953,475,741	97.60%	11,058,234	9,534,915				\$5.80	\$4.881
	24,323,000	17,710,367		\$555,173	\$450,368					
	1.3%	0.9%		5.3%	5.0%					
Feb>Jan	(184,857,000)	(194,188,918)		(1,072,171)	(947,836)					



DUPAGE WATER COMMISSION
 PWS FACILITY ID# - IL435400
 MONTHLY OPERATIONS REPORT
 FEBRUARY 2026

DUPAGE WATER COMMISSION LABORATORY BENCH SHEET RESULTS

DATE	CHICAGO SUPPLY				DUPAGE DISCHARGE						
	FREE Cl ₂ (mg/L)	TURBIDITY (ntu)	O-PO ₄ (mg/L)	POWDER ACTIVATED CARBON ADDED (LBS/MG)	FREE Cl ₂ (mg/L)	TURBIDITY (ntu)	TEMP (°F)	pH	Fluoride (mg/L)	O-PO ₄ (mg/L)	ANALYST INT.
1	1.41	0.07	1.98	0.00	1.4	0.10	51	7.4	0.7	2.08	RC
2	1.5	0.06	2.17	0.00	1.29	0.11	56	7.4	0.7	2.13	KD
3	1.35	0.09	2.21	0.00	1.4	0.11	56	7.4	0.7	2.18	KD
4	1.37	0.07	2.18	0.00	1.4	0.08	54	7.4	0.7	2.17	RC
5	1.43	0.05	2.23	0.00	1.42	0.08	56	7.4	0.7	2.24	RC
6	1.37	0.07	2.29	0.00	1.37	0.06	56	7.4	0.7	2.21	RC
7	1.43	0.08	2.21	0.00	1.41	0.10	56	7.4	0.7	2.22	AM
8	1.52	0.06	2.14	0.00	1.48	0.07	54	7.5	0.7	2.18	AM
9	1.34	0.05	2.12	0.00	1.41	0.12	49	7.5	0.7	2.14	AM
10	1.44	0.05	2.22	0.00	1.38	0.06	48	7.4	0.7	2.16	RC
11	1.39	0.06	2.17	0.00	1.46	0.09	46	7.5	0.7	2.19	AM
12	1.45	0.07	2.20	0.00	1.45	0.10	46	7.5	0.7	2.10	AM
13	1.45	0.07	2.23	0.00	1.37	0.08	46	7.6	0.7	2.14	AM
14	1.45	0.06	2.25	0.00	1.42	0.06	47	7.6	0.7	2.18	JS
15	1.38	0.06	2.20	0.00	1.36	0.08	48	7.5	0.7	2.12	JS
16	1.41	0.08	2.17	0.00	1.28	0.08	47	7.6	0.7	2.09	AM
17	1.49	0.08	2.14	0.00	1.31	0.06	46	7.5	0.7	2.11	AM
18	1.33	0.05	2.18	0.00	1.31	0.06	48	7.5	0.7	2.20	JS
19	1.46	0.05	2.20	0.00	1.4	0.06	49	7.5	0.6	2.21	JS
20	1.43	0.06	2.20	0.00	1.43	0.07	50	7.5	0.7	2.19	JS
21	1.4	0.08	2.02	0.00	1.38	0.07	53	7.5	0.7	2.22	AM
22	1.48	0.06	2.13	0.00	1.31	0.08	50	7.6	0.7	2.10	AM
23	1.34	0.06	2.14	0.00	1.24	0.09	52	7.5	0.7	2.11	JS
24	1.44	0.07	2.11	0.00	1.4	0.07	52	7.5	0.7	2.06	JS
25	1.38	0.07	2.02	0.00	1.45	0.09	49	7.6	0.7	1.44	AM
26	1.51	0.06	1.46	0.00	1.43	0.11	46	7.5	0.7	1.38	AM
27	1.55	0.05	1.60	0.00	1.4	0.10	46	7.6	0.7	1.48	AM
28	1.46	0.06	1.47	0.00	1.43	0.08	49	7.5	0.7	1.36	JS
29											
30											
31											
AVG.	1.43	0.06	2.09	0.00	1.39	0.08	50.21	7.49	0.70	2.05	
MAX.	1.55	0.09	2.29	0.00	1.48	0.12	56.00	7.60	0.70	2.24	
MIN.	1.33	0.05	1.46	0.00	1.24	0.06	46.00	7.40	0.60	1.36	

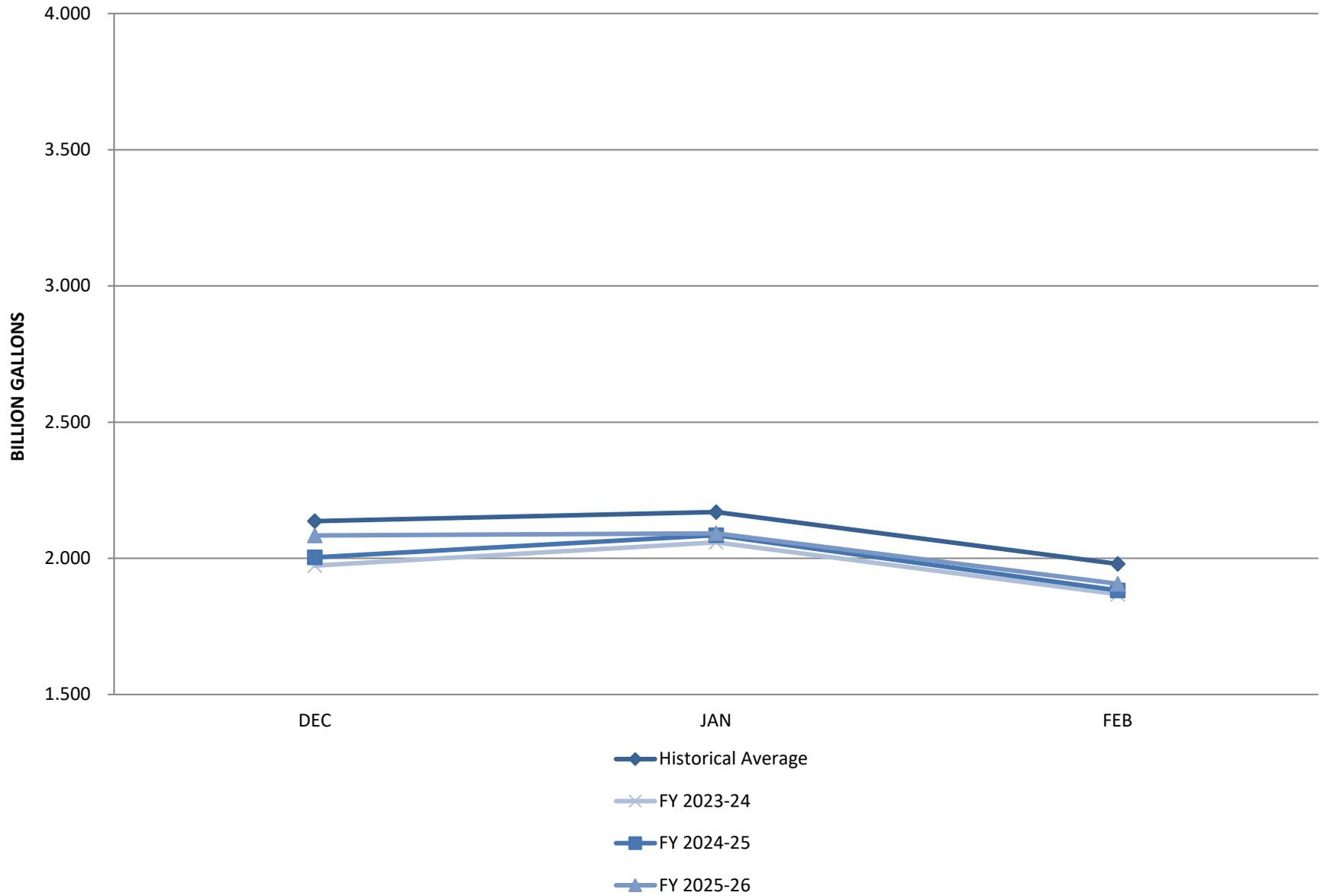
[Redacted Signature]

Ross C. Bostick, Manager of Water Operations
 ROINC - Certification No. 194171377

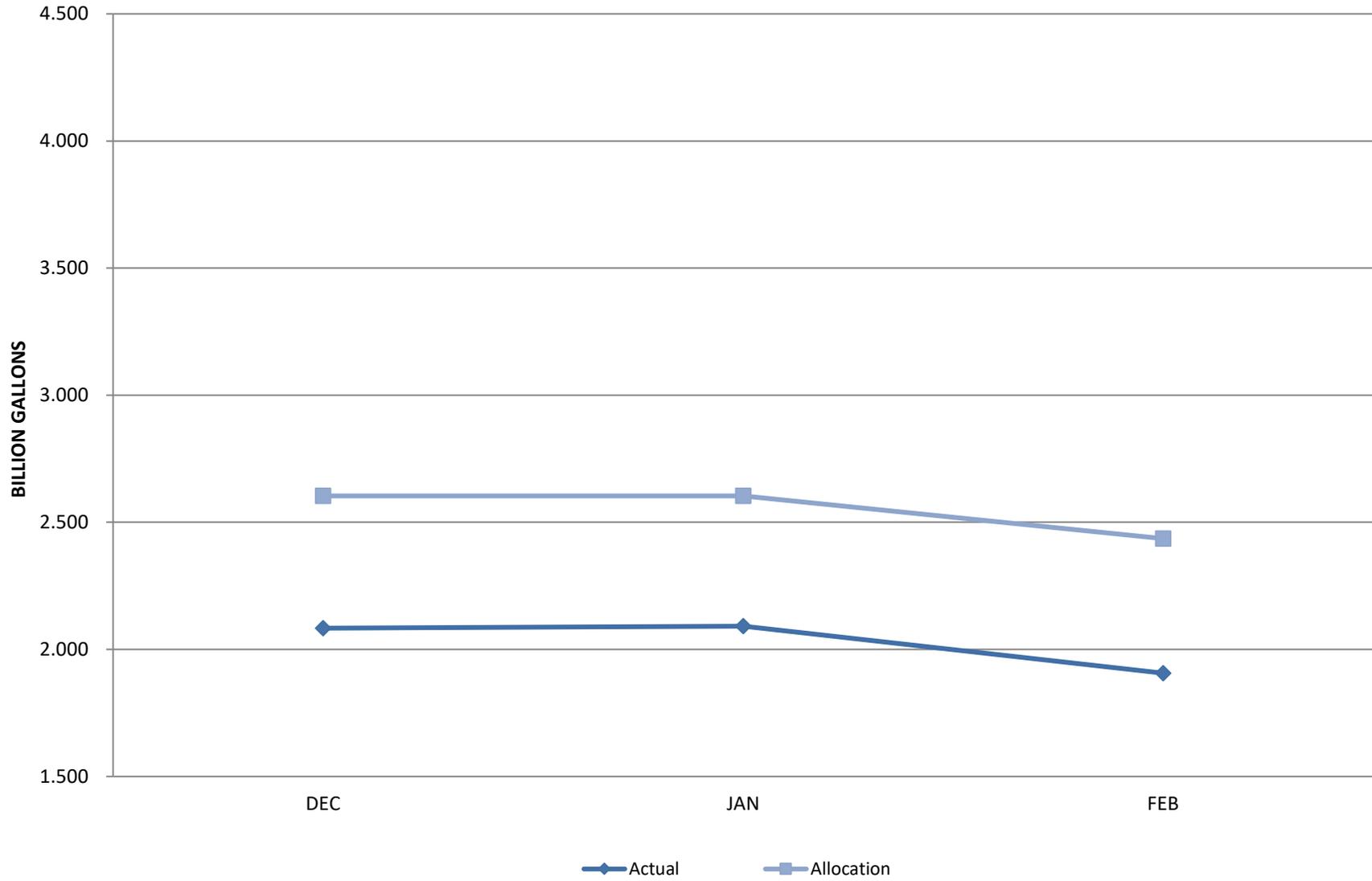
3/9/2026

Date

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: March 9, 2026

MEETING DATE: March 19, 2026

I. Progress through March 19, 2026

- A. Field data collection and surveying complete.
 - 1. Final cadastral surveying work complete.
 - 2. Existing structure rim/invert data collection complete.
 - 3. Processing of collected Aerial LIDAR data is complete. Additional LIDAR processing for Fox River area and Polo Crossing re-routes is complete.
 - 4. Subsurface Utility Locates
 - a) SUE field activities completed.
 - b) Scope of additional SUE and potholing for Fox River re-route TBD
 - c) Over 440 potholes completed. Work along ComEd corridors 100% complete.
 - 5. Geotechnical
 - a) Total of 203 borings (99%) completed to date in Phase 2 through February '26.
 - b) Additional geotechnical borings for Fox River re-route completed in January – report expected mid-March.
 - c) Only remaining borings along US 30 / Hill Rd pending IDOT permit
 - 6. Cathodic Protection
 - a) Soil resistivity testing along project routes complete for cathodic protection design.
 - b) Final field data report provided for all segments.
- B. Data Collection (as-builts, GIS, design drawings).
 - 1. Complete





MONTHLY STATUS REPORT

C. Ongoing Coordination with ComEd.

1. Draft license agreement sent to DWC for review.
 - a) Negotiations ongoing between DWC and ComEd Real Estate group on license agreement terms.
2. Final pipeline alignment has received ComEd approval.
 - a) Final drawing submittal made to close out ComEd technical review.
 - b) Conditional approval in progress.

D. Land Acquisition

1. 245 of 246 Titles Received (99%). One more to be added north of proposed pumps station site
2. Easement legal descriptions & exhibits
 - a) 188 total prepared to date
 - b) 74 Appraisal Packages and 84 property negotiations underway. 4 closings completed.
 - c) Naperville Park District negotiations ongoing

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

1. Construction ongoing.

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

1. Pre-construction meeting held 12/17/25.
2. Pre-construction work (i.e. shop drawing submittals) ongoing.
3. Construction start pending ComEd final approval and license agreements.
4. Permit applications/reviews
 - a) Ongoing coordination with Naperville Park District regarding construction in Frontier Park.
 - b) Construction Permit received from IEPA.
 - c) USACE provided No Permit Required (NPR) letter on 11/7/25.
 - d) US Fish and Wildlife approved (tree clearing restriction 4/1 – 9/1)

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

1. Pre-construction meeting held 2/6/26.
2. Permit applications / design submittals prepared for various agencies, including IDOT, railroads, and local municipalities.
 - a) Private Gas Pipeline Companies (four total) – Approved





MONTHLY STATUS REPORT

- b) CN / Wisconsin Central Railroad Permit submittal – Pending final License Agreement
 - c) City of Aurora and Wheatland Township – Comments Received
 - d) IDOT District 1 and District plan review applications submitted.
 - 1) IDOT D1 – no comments. Contractor will need to submit bonds in accordance with IDOT response letter.
 - 2) IDOT D3 – review in progress.
 - e) Construction Permit received from IEPA.
 - f) US Fish and Wildlife (tree clearing restriction 4/1 – 9/1)
- 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 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.
 - 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.





MONTHLY STATUS REPORT

I. Contract FW-1 Section 1 & 2

1. Project advertised for bids 12/29/25.
2. Pre-bid meeting scheduled for 01/13/26.
3. Bids received 02/03/26 and 02/05/26. Bid tabulations completed 2/9.
4. Contract awards: Bolder Section 1, Benchmark/D Construction Section 2.
5. Pre-construction meetings scheduled for 3/11/26.

J. Contract FW-1 Section 3

1. Water transmission main plan and profile design ongoing.
 - a) 100% Submittal drawings in progress.
2. Ongoing coordination with IDOT District 3 on IL Route 71 project overlap.
3. IDOT District 3 comments received in June 2025.
 - a) Meeting occurred Monday 8/11/25 with IDOT District 3 to discuss comments.
 - b) 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.
 - c) Engineering team preparing comment disposition and coordination meeting with IDOT will be held in the near future.

K. Contract FW-1 Section 4

1. 100% Submittal drawings in progress.
2. IEPA and Kendall County permit submittals in progress.
3. Permit submittal made to BNSF Railroad on 4/9/25.
 - a) Resubmittal to address comments made on 6/2/25.
 - b) DWC reviewing draft license agreement.





MONTHLY STATUS REPORT

L. Contract MS-22 Meter Stations

1. Design ongoing.
 - a) 100% Submittal drawings sent to DWC 2/9/26.
 - b) Design review meeting held 3/4/26.
 - c) Final updates underway.
2. Montgomery requested the building permit applications for meter stations be prioritized.
3. New relocated/updated site plan for chemical feed building 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 (submitted to DWC for review/approval).
- B. ComEd revisions based on numerous required alignment changes, coordination meetings, new comments.
 1. Fee: Pending (submitted to DWC for review/approval).
- C. Fox River Crossing alternate route design – Section 3C
 1. Fee: Pending (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 February 28, 2026:
 - a) Total: \$19,376,586 (97.1%)
 - 1) Basic Services: \$12,496,440 (62.6%)
 - 2) Additional Services: \$6,880,146 (34.5%)





MONTHLY STATUS REPORT

IV. Completed Workshops, Meetings and Visits (February – March)

- A. ComEd Comment Review and Technical Discussion Meetings – Various
- B. Schedule Update Meetings with Burns & McDonnell – Various
- C. FW-1/25 Section 1 & 2 Bid Opening – February 3-5, 2026
- D. TW-6/25 Section 2C, 3A & 3B Pre-Construction Meeting – February 6, 2026.
- E. DWC Monthly Status Meeting – February 19, 2026.

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 laboratory work – TW-6/25 Section 3C (Fox River Realignment)
- F. Permit submittals to various review agencies.
- G. MS 22/25 Advertisement
- H. TW-6/25 Section 3C Advertisement



Cash Flow/Invoicing Forecast - Phase II Services
DuPage Water Commission
WaterLink Extension
March 2026

Description	Activity through	Activity through	Activity through	Activity through	Activity through	Activity through	Activity through	Activity through	Activity through	Activity through	Activity through	Activity through	Activity through	Activity through	Activity through	Activity through	Activity through	Planned	Planned					
	April 26, 2024	May 31, 2024	June 30, 2024	July 31, 2024	August 31, 2024	September 30, 2024	October 31, 2024	November 30, 2024	December 31, 2024	January 31, 2025	February 28, 2025	March 31, 2025	April 30, 2025	May 31, 2025	June 30, 2025	July 31, 2025	August 31, 2025	September 30, 2025	October 31, 2025	November 30, 2025	December 31, 2025	January 31, 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	\$ 63,579	\$ 64,220	\$ 64,478	\$ 23,671	\$ 23,671
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	\$ 187,774	\$ 140,498	\$ 228,591	\$ 296,293	\$ 79,293
MONTHLY SUBTOTAL	\$ 1,171,748	\$ 2,003,050	\$ 1,567,307	\$ 1,572,842	\$ 1,589,025	\$ 1,057,802	\$ 1,149,047	\$ 1,555,626	\$ 1,467,271	\$ 1,028,396	\$ 582,878	\$ 703,899	\$ 561,785	\$ 512,657	\$ 490,166	\$ 446,826	\$ 451,428	\$ 452,196	\$ 420,925	\$ 251,353	\$ 204,717	\$ 293,069	\$ 319,964	\$ 102,964
SUBTOTAL	\$6,314,947				\$5,351,501								\$8,290,495											
IGA ESCROW DEPOSITS	\$7,764,000				\$5,532,000								\$6,660,942											
TOTAL PHASE II CONTRACT																			\$		19,956,942			



Resolution #: R-15-26

Account: 01-60-772500

Approvals: *Author / Manager / Finance / Admin*

PDM - CAP PDM

REQUEST FOR BOARD ACTION

Date: 3/11/2026

Description: **Approval of Amendment #2 to Task Order #1 of a Master Services Agreement with Consor/Raftelis for Professional Services as Source Water Project Technical Advisor**

Agenda Section: Engineering & Construction

Originating Department: Administration

The FY 2025-26 DWC Budget includes \$5M in funding and the proposed FY 2026-27 Budget includes \$20,050,000 to advance the Source Water Project forward to ensure that DuPage County and the surrounding region are provided with the most reliable, efficient, and dependable water system for future generations. DWC has previously studied and validated the concept of the Regional Source Water Project and is now advancing into the next phase, intending ultimately to select a Program Manager(s) - scheduled for 2026 - to bring the project to successful completion prior to the termination of the Chicago Water Purchase Contract in 2041.

DWC has contracted with Consor/Woolpert/Raftelis to perform the Technical Advisor tasks, which cost is 30% reimbursed by NSMJAWA pursuant to a previously approved IGA (R-37-25). To date, the Technical Advisory team has prepared a detailed Comprehensive Plan, Financial Analysis/Business Case study, Governance Study, Communications Plan, Risk Register, and Project Delivery Methodology evaluation; has commenced engagement with utility, permitting, and railroad stakeholders, and has facilitated additional critical work including a bathymetry survey of Lake Michigan in 2025.

Due to the nature of the work, it is not possible to precisely define the tasks which will be necessary to advance the project over a defined schedule; rather, the scope is intended to provide an understanding of the priorities, sequence, and expected level of work associated with known or anticipated tasks. Payment is rendered based upon hours applied and reimbursable costs under Task Order #1, preliminarily established at \$500K (R-41-25), then expanded to \$736,600 under the First Amendment to Task Order #1 (R-84-25).

In the coming months, DWC and prospective partners will be presented with the opportunity to commit to the next steps which are critical to advance the project to provide for successful completion

prior to the end of the Chicago Water Purchase Contract (2041). These activities will include a broad range of tasks to prepare for, analyze, solicit, and select a Program Manager; advance geotechnical evaluation; commence early permitting (NEPA) engagement and coordination; prepare, facilitate, and update an active communications platform; prepare and update a financing strategy and economic assessment.

An updated general scope of anticipated activities is attached which includes categories for anticipated tasks. DWC will pay for services based upon hours expended and reimbursables for individual tasks as they are directed. Future Task Orders will be presented as necessary as the project continues to advance.

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

Recommended Motion:

To adopt Resolution R-15-26, authorizing approval of Amendment #2 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 \$297,700, which will be 30% reimbursed by NSMJAWA pursuant to the previously approved cost-sharing Intergovernmental Agreement.

DUPAGE WATER COMMISSION

RESOLUTION NO. R-15-26

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

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

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

WHEREAS, pursuant to Resolution No. R-41-25, the Commission approved Task Order No. 1 in the amount of \$500,000 to the Master Contract for Professional Engineering Services for the DuPage Water Commission; and

WHEREAS, pursuant to Resolution No. R-84-25, the Commission approved the First Amendment to Task Order No. 1 in the amount of \$236,600 including the bathymetry survey, to the Master Contract for Professional Engineering Services for the DuPage Water Commission; and

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

WHEREAS, the Consultant has been directed to prepare the Second Amendment to Task Order No. 1 attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1 to continue to carry out activities necessary for the advancement of the source water project, in the amount of \$297,700; and

WHEREAS, NSMJAWA has reviewed and concurs to the approval of the Second Amendment, and the obligation to reimburse 30% of the cost in accordance with the Intergovernmental Agreement approved for this purpose as Resolution R-37-25;

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

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

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

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

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

ADOPTED THIS _____ DAY OF _____, 2026.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk

Board/Resolutions/2026/R-15-26.docx

EXHIBIT 1

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

Date: March 2, 2026
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: Gregg Hostetler, Consor
Re: Amendment #2 - Technical Advisor Scope and Role

Amendment 1 allowed the recovery of costs for the marine geophysical survey completed by SeaWorks without compromising the intended Comprehensive Plan delivery by January 1, 2026 for the Lake Michigan Water Supply Initiative (Initiative).

With the completion of the INTERIM DRAFT Comprehensive Plan, the following listed activities and tasks are identified as critical next steps to advance the project.

While the general nature of the tasks are known, the level of effort may be variable and is difficult to precisely identify in advance (i.e. level of preliminary regulatory coordination with local, state, and federal agencies-see list below). Therefore, the identified scope includes the level of effort which would typically be anticipated for preliminary tasks. Costs will only be applied against the scope and fee, as directed and as effort is expended.

Amendment 2

The following reflects the anticipated scope of preliminary work and the associated budget. The Technical Advisory Team remains flexible to adjust as needed to suit the Initiative demands. Costs will be incurred as tasks are undertaken, as directed, and as effort is expended. The estimated costs breakdown is as follows:

A2.1 Regulatory Activities \$63,000

Consor will coordinate scheduling and preparation of materials such as maps, reports, schematics, preliminary design computations, and geotechnical and bathymetric information to advance critical regulatory and stakeholder activities, including but not limited to the list below:

- Union Pacific Railroad and proxies
- Army Corps of Engineers (ACOE)
- Commonwealth Edison (ComEd)

- North Shore Water Reclamation District
- MWRDGC
- Cook County (as directed)
- Illinois Tollway
- IDOT
- EPA / IEPA
- DNR / IDNR
- Coordination Meetings, as directed (as directed)
- DWC and NSMJAWA Board meetings, as directed

For some stakeholders, it is anticipated multiple meetings will be required.

A2.2 Business Case Support & Construction Finance Scenarios (Raftelis) \$94,000

As the Initiative advances, it will be necessary to continue to evaluate and update financial models and assumptions and begin engaging additional stakeholders to develop a financial strategy framework, which may include evaluation of different partnership structures, sequencing of financial documents, and consideration of market factors related to bond issues. This item will also include regularly updating and modifying the Risk Register as new and more detailed information becomes available. Costs will be incurred as tasks are undertaken, as directed, and as effort is expended. Anticipated tasks include the following:

- Coordinate selection of Independent Cost Estimator (to be funded separately)
 - Identify pool of qualified firms, assist in drafting appropriate scope, if desired assist in selection process and coordinate cost estimator integration
- Develop scenario plans and alternatives including funding structure
- Assist with bond market evaluation / Financial advisor assessments
- WIFIA introduction meetings; assembly of alternatives, costs, sequencing, rate histories and projections
- Regional Economic Impact Assessment – preparation of computations to establish metrics regarding the beneficial impact of the Source Water Project to the larger regional economy; will become a future component of the communications strategy
- Development of preliminary financial scenarios for consideration by DWC and partners

Raftelis will be a primary lead on this scope of work as a subconsultant to Consor. There is no mark-up on subconsultant work, it is a straight pass through of costs.

A2.3 Project Advancement Activities & Program Manager Selection Support \$88,000

It will be necessary to prepare information and coordination for DWC, NSMJAWA, and partners to solicit and inform the selection of a Program Management firm which will be the lead agent to manage the engineering and construction. While the selection of the Program Manager will be made by staff, there is a significant amount of work necessary to engage the marketplace, prepare RFP solicitation documents, project background data, reports, maps, and conceptual design parameters, and to collect, distribute, and facilitate responses, reviews, and interviews.

The objective of this task is to develop a comprehensive RFP solicitation document and associated resources to attract the most qualified teams from throughout the nation to participate in the selection, so that staff will receive thorough, well-developed, and fully-informed RFP responses to review; and to therefore be provided with outstanding candidate firms from which to select the Program Manager for recommendation to the respective Boards. The below anticipated tasks will commence as directed:

- **Industry Engagement and Scoping:** engage well-qualified engineering and construction firms for feedback regarding supply chain risks, capital cost estimates, schedule uncertainties, contract and construction methodologies and to determine the data and resources necessary to allow applicants to provide the most thorough well-qualified submittal. This includes survey, data sharing, meetings with applicants, and interpretation of responses, as directed.
- **Preparation of Program Manager Solicitation Documents:** including scope of work, summary report, appendixes, attachments, maps, route concepts, target schedule, anticipated stakeholders list, anticipated permit list, financing assumptions, and preliminary design/flow parameters and forecasts
- **Program Manager Screening:** As directed, assist in tabulating preliminary review and a tabletop review workshop to evaluate candidates and generate a shortlist of candidate firms
- **Coordinating Candidate Presentations and Interviews:** As directed, facilitate interview process with shortlisted firms and concomitant tabulation and computation of ratings metrics
- **Vetting Candidate Reputation and Qualifications:** As directed, assist in confirming history and performance of candidate firms and their key personnel, including an evaluation of the performance history of the firm and personnel on recently completed projects similar in scale and complexity

In addition, the Technical Advisors will incorporate feedback into the Draft Comprehensive Plan and provide a Final Comprehensive Plan for board(s) approval.

A2.4 Communications Support **\$47,800**

As directed, assist in the development of communications materials that facilitate, inform, and support stakeholder engagement and legislative processes, as consistent with Chapter 2 of the Interim Draft Comprehensive Plan. As directed, this would include:

- Preparation of communications materials, infographics, media engagement and support tools/materials, along with and tracking of stakeholders along the alignment
- As requested, draft communications and collateral such as policy papers / opinion editorials (i.e. IML, ENR, local media (Tribune, Sun Times, Daily Herald)) for informational support relative to public facing activities such as IML conference, DMMC presentations, Customer meetings, media and press releases, etc.
- As directed, prepare communications collateral to facilitate conversations with federal, state, county, and local government and other regulatory officials
- As directed, prepare communications collateral to facilitate conversations with primary stakeholders such as the railroads, ComEd, private utilities, forest preserve, and private property owners from whom easements or other approvals by be required.
- As directed, prepare communications collateral to facilitate conversations with financial agents including prospective bond counsel, financial advisors, and the investment community.

Expenses **\$5,000**

prints, supplies, travel stipends

TOTAL **\$ 297,700**

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

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission (“Owner”) and Consor North America, Inc. (“Consultant”), for Professional Engineering Services dated May 21, 2025 (the “Contract”), Owner and Consultant agree to the Second Amendment to Task Order No. 1 to the Regional Source Water Technical Advisor Contract, effective February 19, 2025, as follows:

1. Contract Price:

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

8. DIRECT COST TASK ORDER:

DIRECT COST TASK ORDER For use with single phase projects or multiple phase projects with uniform pricing: For providing, performing, and completing all Services, an amount equal to Consultant’s Direct Labor Costs times a factor of 3.1 for all Services rendered by principals and employees engaged directly on the Project, plus an amount equal to the actual costs of all Reimbursable Expenses. Notwithstanding the foregoing, the total Contract Price shall not exceed \$736,600, except as adjusted by a Change Order or Amendment issued pursuant to Section 2.1 of the Contract. For use with multiple phase projects with separate pricing: For providing, performing, and completing each phase of Services, an amount equal to Consultant’s Direct Labor Costs times the following factor set forth opposite each such phase, plus an amount equal to the actual costs of all Reimbursable Expenses, but not to exceed, in each phase of Services, the following not to exceed amount set forth opposite each such phase except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract: Phase Direct Labor Cost Factor Not to Exceed / ADVISORY / 3.1 / \$1,034,300.

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

DuPAGE WATER COMMISSION

BY: _____
Paul D. May, PE
General Manager

CONSOR NORTH AMERICA, INC.

BY: _____



Resolution #: R-23-26

Account: 01-60-771000

Approvals: *Author / Manager / Finance / Admin*

MW RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 3/12/2026

Description: **A Resolution Authorizing High-Lift Pump Control Valve Repair Services from a Sole Source Provider**

Agenda Section: Engineering & Construction

Originating Department: Operations & Instrumentation

At the time of initial construction circa 1988, each of the nine DuPage Pump Station (DPPS) High-Lift Pumps (HLP) were equipped with an identical 30-inch Allis-Chalmers hydraulically operated cone style valve to develop and regulate necessary pumping discharge head pressure when initiating operator start-up command to an HLP.

Each of the nine identical cone valves has been operating since 1990 and are due for refurbishment. Previously, under R-2-24, R-68-25, and R-90-25, the Board authorized three of nine programmed cone valve refurbishments. Staff are now seeking authorization, under R-23-26, the fourth 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 and the proposed FY-26/27 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.

Recommended Motion: To approve Resolution No. R-23-26

DuPAGE WATER COMMISSION

RESOLUTION NO. R-23-26

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

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

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

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

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

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

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

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

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

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

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

ADOPTED THIS ___ DAY OF _____, 2026.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk

Board/Resolutions/2026/R-23-26docx



Date: March 5, 2026

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 in the State of Illinois.

Contact Information:

American Cone Valve, Inc.

Justin Ross

5166 Commerce Drive

York, PA 17408

(717)792-3492 Ext.101

(717)515-2984 (cell)

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

Company: DuPage Water Commission

Date	3/5/26
Payment	Net 30 Days
Taxes	None
FOB Point	destination

Attention: Mike Weed

Qty	Unit	A/C Part#	Description	Price Each	\$ Amount
1	ea		30"-125 Allis-Chalmers Rotovalve Rebuild with new 14"x18" Hydraulic Cylinder	139550.00	139,550.00

Delivery Date: TBD

Ship Via: _____

For A/C Shop Order: _____

other shipping	included
Total	\$139,550.00

Prepared by: Justin Ross justinross@acservicerepair.com



Resolution #: R-24-26

Account: 01-60-663100

Approvals: *Author / Manager / Finance / Admin*

D.P. RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 3/12/2026

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-24-26 would approve the following Work Authorization Orders under the Quick Response Contracts.

Work Authorization Order No. 13.007 to Benchmark Construction Co, Inc.

The work authorization was issued, and work began prior to Board approval and it was necessary to investigate a potential leak on a 30-inch diameter steel water main located in the City of Naperville. The excavation uncovered a segment of water main at the location where water was surfacing; however, no leak was found. While the excavation was open, a new corrosion protection station was installed, and a broken frame was replaced at a blow-off vault located within the limits of excavation. Staff will continue to monitor the potential leak over the next several months.

Since Benchmark Construction Co., Inc. was able to mobilize immediately upon request for repair work, Work Authorization Order No. 13.007 was issued to Benchmark Construction Co., Inc.

Resolution R-24-26 ratifies approval of Work Authorization Order No. 13.007 to Benchmark Construction Co., Inc. for the work as described in Exhibit 1 to this resolution, at the estimated cost of \$60,000, which includes the already expended funds for the excavation, cathodic protection and traffic control, as well as costs that will be incurred for restoration and pavement repair which will take place in the spring when weather permits. The work included traffic control; removal and of concrete and asphalt pavement; excavation and uncovering of section of the leaking 30-inch steel pipe, attempts to locate a leak; backfilling; and restoration of the street in compliance with the local authority having jurisdiction over existing roadway.

Recommended Motion:

To adopt Resolution No. R-24-26.

RESOLUTION NO. R-24-26

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 _____, 2026.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk

Board/Resolutions/2026/R-24-26.docx

EXHIBIT 1

QR-13/25 Work Authorization Order No 13.007
Benchmark Construction Co., Inc. Invoice No. 2520-03

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QR-13/25: QUICK RESPONSE CONTRACT

WORK AUTHORIZATION ORDER NO.: QR-13.007

LOCATION:

Naper Blvd in the City of Naperville.

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 30" 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 30" 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: 2/25/2026
Signature of Authorized Representative

DATE: [REDACTED]

CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:

By: [REDACTED]
Signature of Authorized Representative

Safety Rep: [REDACTED]
Name and 24-Hr Phone No.

DATE: Feb. 3, 2026

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: 1134 S Naper Blvd
Dates of Work: 2/3/26 thru 2/10/26

Invoice #: **2520-03**
Date: **2/16/2026**

Description of Work: Mobilization, investigation of potential leak, backfill, and restore.

LABOR	ST Hours	1-1/2 T Hours	2 T Hours	Rate	Insurance Amount	Payroll Amount	
Operator, Class I Matt Atkins	25.00	1.50		72.00	1,908.00	1,962.00	
Foreman, Brian Mitchell	25.00	1.50		63.00	1,669.50	1,716.75	
Laborer, Ignacio Maravilla	25.00	0.50		65.65	1,674.08	1,690.49	
Laborer, Jared Jackson	25.00	0.50		58.00	1,479.00	1,493.50	
Laborer, Aidan Colson	16.00	0.50		51.40	848.10	860.95	
Laborer, Jacob Graham	5.50			51.40	282.70	282.70	
Laborer, Hector Hernandez (Sawcut)	4.00			51.40	205.60	205.60	
Driver, Matt Reed	6.00			45.60	273.60	273.60	
					0.00	0.00	
Subtotal, Labor	131.50	4.50	0.00		8,340.58	8,485.59	
Operators Union Benefits		26.50	hrs @	52.83		1,400.00	
Drivers Union Benefits		6.00	hrs @	29.87		179.22	
Laborers Union Benefits		103.50	hrs @	37.28		3,858.48	
						0.00	
Subtotal, Benefits		136.00				5,437.70	
						13,923.28	
						4,176.98	
						18,100.27	
TOTAL LABOR							\$18,100.27

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: 1134 S Naper Blvd
 Dates of Work: 2/3/26 thru 2/10/26

Invoice #: **2520-03**
 Date: 2/16/2026

EQUIPMENT

	Hours	Rate	Amount
Trench Box/Plates- Rental	1.00	727.65	727.65
Dodge 5500 Service Truck	26.50	34.57	916.11
Komatsu 238	14.00	101.46	1,420.44
Bobcat S740 Skidsteer	12.50	108.02	1,350.25
Lowboy Truck & Trailer	6.00	101.51	609.06
Ford Econoline Van & Saw	4.00	18.23	72.92
			0.00
Subtotal Equipment			5,096.43
10% Mark up on equipment			\$509.64
TOTAL EQUIPMENT			5,606.07

MATERIAL

	Qty.	U of M	Price	Amount
Boughton Materials-Tip Fees	7	EA	92.00	644.00
Boughton Materials- FA-6	60	TON	5.00	300.00
Boughton Materials- CA-6	31.5	TON	8.75	275.63
Prairie Materials	1	LS	1,955.25	1,955.25
Naperville Traffic Permit	1	LS	1,065.80	1,065.80
Naperville ROW Permit	1	LS	120.00	120.00
Naperville Maintenance Bond	1	LS	540.00	540.00
Subtotal Material				4,900.68
10% Mark up on material purchased				490.07
TOTAL MATERIAL				5,390.74

SUBCONTRACTORS

	Qty.	U of M	Price	Amount
Smith Maintenance	1	INV	1,237.00	1,237.00
Utility Transport	1	LS	5,108.25	5,108.25
LRS Portable Toilet	1	LS	245.30	245.30
HMA				0.00
Subtotal Subs.				6,590.55
10% Mark up on Subs.				659.06
TOTAL SUBCONTRACTOR				7,249.61

TOTAL AMOUNT DUE

\$36,346.68

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



Resolution #: R-25-26

Account: 01-80-852010

Approvals: *Author / Manager / Finance / Admin*

JL JML CAP PDM

REQUEST FOR BOARD ACTION

Date: 3/12/2026

Description: **A Resolution Approving and Ratifying the First Amendment to Task Order No. 03 for the Phase II Engineering Contract of the WaterLink Pipeline Project**

Agenda Section: Engineering & Construction

Originating Department: Engineering

On March 21, 2024 the Commission approved a contract with Lockwood, Andrews & Newman, Inc. (LAN) in the amount of \$19,956,942 for the Phase II Engineering design of the WaterLink Pipeline Project under Resolution R-31-24. The Phase II Engineering effort has been ongoing since that time, with multiple design packages having already been completed, bid, and awarded. Throughout the process, the LAN team and Commission staff have maintained regular communication in an effort to resolve construction conflicts and pursue project cost savings where appropriate. While most changes made during the design process can be considered incidental to a typical Phase II Engineering effort, one such component that arose on the WaterLink Project is exceeds the scope of the intended contract. This particular component is largely associated with the "TW-6/25 Section 3C" construction package, which includes crossings of the Fox River, two IDOT routes, and a railroad. Based on their proximity to each other, the original design included a single trenchless installation over 3,000 feet long. Furthermore, numerous conflicts arose based on ComEd review requirements, making the installation extremely challenging.

As a result of the challenges and significant cost associated with the original route, the design team was directed to identify and design an alternative route, largely consisting of open-cut installation through public right of way, which is expected to result in construction savings of over \$10,000,000. However, the effort to redesign such a significant portion of the project resulted in design costs beyond the original scope of \$1,022,300. The design activities included survey, utility location/potholing, geotechnical activities, permitting, and all conventional Phase II design activities.

Recommended Motion:

To adopt Resolution R-25-26.

DUPAGE WATER COMMISSION

RESOLUTION NO. R-25-26

A RESOLUTION APPROVING A FIRST AMENDMENT TO TASK ORDER NO. 03 UNDER A MASTER SERVICES AGREEMENT WITH LOCKWOOD, ANDREWS & NEWMAN, INC. FOR PHASE II ENGINEERING OF A WATER TRANSMISSION MAIN TO THE COMMUNITIES OF MONTGOMERY, OSWEGO AND YORKVILLE

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 connect to the Commission’s waterworks system to supply Lake Michigan water to their communities;

WHEREAS, the Commission has a Master Contract with Lockwood, Andrews & Newman, Inc. (“LAN”) for general engineering services;

WHEREAS, the Commission desires that LAN continue Phase II engineering work related to detailed engineering design of a water transmission main to connect the Commission’s waterworks system to the Municipalities;

WHEREAS, the First Amendment to Task Order No. 03 relates to the effort for additional Phase II design work beyond the original scope to prepare an alternative design for a large section of pipeline including the Fox River crossing;;

WHEREAS, the alternative design concept presents a construction methodology and approach which has been estimated to reduce construction costs over \$10M when compared to the original design concept;

WHEREAS, the additional cost of services to complete the Phase II Engineering Services from LAN is in the amount of \$1,022,300 plus reimbursable costs; 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 Scope of Services attached hereto as Exhibit A shall be and hereby is approved and will be formalized as the First Amendment to Task Order No. 03 under the existing MSA, and if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined, based upon the representations of staff and consultant, that the circumstances said to necessitate the Task Orders were not reasonably foreseeable at the time the Master Contract was signed, the Task Orders are germane to the Master Contract as signed, and/or the Task Orders are in the best interest of the DuPage Water Commission and authorized by law.

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

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

ADOPTED THIS _____ DAY OF _____, 2026.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk

Board/Resolutions/2026/R-25-26.docx

EXHIBIT 1

FIRST AMENDMENT TO TASK ORDER NO. 03

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission (“Owner”) and Lockwood, Andrews & Newnam, Inc. (“Consultant”), for Professional Engineering Services dated as of the 21st day of May, 2013 (the “Contract”), Owner and Consultant agree as follows:

1. **Project:**

DuPage Water Commission WaterLink Extension to the three WaterLink Communities and as more fully described in the Draft Project Development Report: Phase I Preliminary Engineering dated February 2024.

Consultant will be contracting directly with primary subconsultants, Stanley Consultants, Inc. (SCI) and Robinson Engineering, Ltd. (REL) under individual subconsultant agreements. Additional subconsultants required for specialized services will be contracted directly with LAN, SCI, and REL.

Phase II Engineering will include final preparation of plans, specifications, Engineer’s opinions of probable construction cost, and Bid Phase services, including preparation of conformed construction documents. Deliverables will include design drawings, project specifications and contract documents to allow for solicitation of construction bids and for utilization in implementing the project design into a constructed and fully commissioned project. Deliverables will be in accordance with applicable AWWA, IEPA, IDNR, and DOT requirements, including federal and state standards necessary for utilization of federal funds at the time of this Agreement. Phase II Engineering will include final acquisition of all easements, parcels, rights-of-way, and permits from pertinent regulatory agencies necessary based upon the scope of work.

2. **Consultant Services:**

A. Phase II Basic Services:

1. Task 1 – Project Management

- a. Organize and manage the project team.
- b. Hold standing monthly meetings with the Commission management team.
- c. Prepare the project schedule for review with the DuPage Water Commission (“DWC”) and maintain the schedule throughout the course of the project.
- d. Prepare and maintain management schedule listing DWC and Consultant’s responsibilities and milestones.
- e. Prepare opinions of probable cost as changes or additions are made to the project.
- f. Maintain project records, decision logs, and files.

- g. Maintain and facilitate communications between the parties.
- h. Provide quality control (QC) services for all the design work. QC process will include each of the three primary firms reviewing the others work product.

2. Task 2 – Project Coordination and Meetings:

- a. **DWC Project Kick-off and Progress Meetings:** The project kick-off meeting will be used to clarify DWC requirements for the project, overall project schedule, critical project needs and best methods of communication for meetings and updates. Document control and file sharing will be discussed and addressed. Monthly meetings will be held for updates to discuss progress and decisions needed. Bi-weekly or individual meetings will be scheduled during critical periods of design or as needed. Thirty-Six (36) meetings are planned with DWC for Phase II services.
- b. **Coordination with WaterLink Communities:** An initial project engagement meeting followed by monthly check-in meetings will be scheduled with WaterLink Communities and their consultants to discuss the final location of delivery structures and associated connection details and routing of pipelines through their communities. Twelve (12) meetings are planned with WaterLink Communities for Phase II services.
- c. **Other Stakeholder Meetings:** Naperville, Aurora, and unincorporated areas (counties and townships) are non-benefiting communities that will be impacted by construction. Initial project engagement followed by periodic check-in meetings will be scheduled to gain input, find solutions to issues, and identify methods to mitigate impacts. Fifteen (15) meetings are planned with other stakeholders for Phase II services.
- d. **Attend meetings with the DWC’s Board, WaterLink Community Boards (as required), and the public as requested by DWC.** Prepare educational displays/presentations to communicate meeting topics. Twenty (20) public board meetings are planned for Phase II services.
- e. **Attend meetings with ComEd for project coordination of the pipeline design.** Prepare exhibits, displays and presentations to communicate meeting topics. Sixteen (16) meetings are planned for Phase II services.
- f. **Attend public meetings as required during the work.** Prepare exhibits, educational displays, and presentations as needed to communicate meeting topics. Up to fifteen (15) meetings are planned for Phase II services.
- g. **Prepare monthly project status reports and project updates for DWC to share with Board, WaterLink Communities, and other stakeholders.**

- h. Hold project meetings with regulatory agencies, railroads, and private utilities, other than ComEd, during the design phase to facilitate permit reviews and approvals. Twenty (20) meetings with permitting agencies and entities are planned for Phase II services.
 - i. Requests for pertinent data and information will be transmitted to each of the previously mentioned city, utility, county, townships, and railroad entities located along the pipeline routes.
 - j. Prepare agendas and meeting minutes summarizing each meeting. Follow-up on action items identified during the meetings.
3. Task 3 – Transmission Main Design Package 1 (SCI Lead):
- a. The intent of this work is to prepare contract drawings and technical specifications for the Transmission Main Segment 1 as described in the Project Development Report. Segment 1 includes approximately 45,900 feet of 54-inch pipeline from 75th Street and Book Road in Naperville to Ogden Falls Boulevard and approximately 6,900 feet of 16-inch pipeline from the ComEd right-of-way to Montgomery Connection Number 1.
 - b. Attend design coordination meetings, as defined in Task 2a, with the DWC team for the duration of the Project.
 - c. Attend weekly transmission main design team meetings for the duration of plan and profile development.
 - d. Bidding and front-end contract documents will be provided by DWC. Prepare special conditions and technical specifications in CSI format for use by design teams for each pipeline segment. Generate contract document and specification packages for project bidding.
 - e. 30% Preliminary Plan and Profile Drawings:
 - 1) Address comments from Project Development Report as provided by DWC. Prepare preliminary drawing set, which will convey information about the transmission main's fundamental elements.
 - 2) Prepare preliminary cover, index standards list, and notes sheets.
 - 3) Prepare detail drawings.
 - 4) Prepare preliminary transmission main plan drawings showing the alignment of the transmission mains and distribution feeder mains, including known existing underground utilities.
 - 5) Prepare preliminary roadway resurfacing plan.
 - 6) Provide preliminary specifications index.

- 7) Submit above as 30% design submittal to: Project Review Team for QC and DWC for review.
 - 8) Geotechnical borings and logs up to 30 feet deep spaced approximately 500 to 1,000 feet apart along pipeline route to supplement tunnel crossing boring information collected in Phase I.
 - 9) Compile an inventory of the trees planned for removal or pruning due to construction, as well as roadway signs that could be impacted by construction.
 - 10) Prepare draft of plan and profile drawings for critical crossings determined by Consultant. Draft plan and profile drawings will show the work in sufficient detail that a contractor can recognize general transmission main elements and requirements for construction. Include any revisions required by the alignment field verification. Draft plan and profile drawings for critical crossings will be completed first to expedite the permitting process.
 - 11) Meet with DWC and WaterLink Communities to review drawings. Address and incorporate comments into final 30% set and submit to DWC. Up to Six (6) meetings are planned for Phase II services.
- f. 75% Permit Plan and Profile Drawings and Specifications:
- 1) Prepare a draft drawing set, which will show the work in sufficient detail so that a contractor can recognize transmission mains elements and requirements for construction. Include any revisions required by the alignment field verification. Set to include draft cover, index, standards list, and notes sheets; erosion control plan; demolition plan; draft transmission mains plan and profile drawings showing the alignment of the transmission mains and distribution feeder mains including existing underground utilities; detail drawings; landscaping restoration plans; traffic detour plans; draft roadway resurfacing plans; prepare draft transmission main specifications, including general requirements and technical specifications.
 - 2) Prepare preliminary detail drawings.
 - 3) As the design progresses, develop and refine the strategy and plan for construction contract sequencing, improvements scheduling and operations during construction to improve project delivery and reliability and improve funding opportunities.

- 4) Submit the 75% draft drawings and specifications to: Project Review Team for QC, DWC for review; and impacted communities for comment.
 - 5) Meet with DWC and WaterLink Communities to review drawings. Address and incorporate comments into final 75% set and submit to DWC. Up to Six (6) meetings are planned for Phase II services.
 - 6) Submit 75% documents to the IEPA and other permitting entities for review and comment. Meet with IEPA and other entities, as defined in Task 2h, to receive comments. Incorporate comments into 90% documents for permitting.
- g. 90% Permit Plan and Profile Drawings and Specifications:
- 1) Prepare prefinal cover, index, standards lists, and notes sheets; erosion control plan; demolition plan; final draft transmission mains plan and profile drawings showing the alignment of the transmission mains and distribution feeder mains including existing underground utilities; detailed drawings; landscaping replacement plans; traffic control and detour plans; roadway resurfacing plans; final draft transmission mains specifications, including general requirements and technical specifications.
 - 2) Submit the 90% draft drawings and specifications to: Project Review Team for QC, DWC for review; permitting entities as required, and adjacent utilities to review.
 - 3) Address and incorporate comments from the 90% submittal as provided by Project Review Team, DWC, permit agencies, and impacted communities.
 - 4) Submit sealed documents to IEPA and other entities for permitting.
 - 5) Field-walk through with DWC and/or WaterLink Communities.
- h. 100% Permit Plan and Profile Drawings and Specifications:
- 1) Prepare, sign, and seal final drawing set and final specifications.
 - 2) Incorporate front end bidding documents in specifications.
 - 3) Submit the 100% complete drawings and specifications to DWC.
 - 4) Plans will be submitted in AutoCAD and PDF formats along with two (2) printed copies.
 - 5) Specifications will be provided in Microsoft Word and PDF formats. Specification PDFs will be indexed and searchable.

- i. Forest Preserve Restoration Plan
 - 1) Prepare a restoration plan for the portions of the Forest Preserve District of DuPage property disturbed by construction. The restoration plan will include soil erosion and sediment control and landscape restoration. It may also include a conceptual wetland replacement mitigation plan, if required.
 - 2) Submit permits to USACE, IEPA, KDSWCD, DuPage County (stormwater permitting).
 - 3) Coordinate work with IDNR, USFWS, FPD and Illinois Nature Preserves Commission.
- j. QC to be provided by LAN.

4. Task 4 – Transmission Main Design Package 2 (REL Lead):

- a. The intent of this work is to prepare contract drawings and technical specifications for the Transmission Main Segment 2 as described in the Project Development Report. Segment 2 includes approximately 46,400 feet of 36-inch pipeline from Harvey Road at the ComEd right-of-way to Minkler Road.
- b. Attend design coordination meetings, as defined in Task 2a, with the DWC team for the duration of the Project.
- c. Attend weekly transmission main design team meetings for the duration of plan and profile development.
- d. Bidding and front-end contract documents will be provided by DWC. Prepare special conditions and technical specifications in CSI format for use by design teams for each pipeline segment. Generate contract document and specification packages for project bidding.
- e. 30% Preliminary Plan and Profile Drawings:
 - 1) Address comments from Project Development Report as provided by DWC. Prepare preliminary drawing set representing the transmission main's fundamental elements.
 - 2) Prepare preliminary cover, index standards list, and notes sheets.
 - 3) Prepare detail drawings.
 - 4) Prepare preliminary transmission main plan drawings showing the alignment of the transmission mains and distribution feeder mains, including known existing underground utilities.
 - 5) Prepare preliminary roadway resurfacing plan.

- 6) Provide preliminary specifications index.
 - 7) Submit above as 30% design submittal to: Project Review Team for QC and DWC for review.
 - 8) Geotechnical borings and logs up to 30 feet deep spaced approximately 500 to 1,000 feet apart along pipeline route to supplement tunnel crossing boring information collected in Phase I.
 - 9) Compile an inventory of the trees planned for removal or pruning due to construction, as well as roadway signs that could be impacted by construction.
 - 10) Prepare draft of plan and profile drawings for critical crossings determined by Consultant. Draft plan and profile drawings will show the work in sufficient detail that a contractor can recognize general transmission main elements and requirements for construction. Include any revisions required by the alignment field verification. Draft plan and profile drawings for critical crossings will be completed first to expedite the permitting process.
 - 11) Meet with DWC and WaterLink Communities to review drawings. Address and incorporate comments into final 30% set and submit to DWC. Up to Six (6) meetings are planned for Phase II services.
- f. 75% Permit Plan and Profile Drawings and Specifications:
- 1) Prepare a draft drawing set, which will show the work in sufficient detail so that a contractor can recognize transmission mains elements and requirements for construction. Include any revisions required by the alignment field verification. Set to include: draft cover, index, standards lists, and notes sheets; erosion control plan ; demolition plan; draft transmission mains plan and profile drawings showing the alignment of the transmission mains and distribution feeder mains including existing underground utilities; detail drawings; landscaping restoration plans; traffic control and detour plans; draft roadway resurfacing plans; prepare draft transmission main specifications, including general requirements and technical specifications.
 - 2) Prepare preliminary detail drawings.
 - 3) As the design progresses, develop and refine the strategy and plan for construction contract sequencing, improvements

scheduling and operations during construction to improve project delivery and reliability and improve funding opportunities.

- 4) Submit the 75% draft drawings and specifications to: Project Review Team for QC, DWC for review; and impacted communities for comment.
- 5) Meet with DWC and WaterLink Communities to review drawings. Address and incorporate comments into final 75% set and submit to DWC. Up to Six (6) meetings are planned for Phase II services.
- 6) Submit 75% documents to the IEPA and other permitting entities for review and comment. Meet with IEPA and other entities, as defined in Task 2h, to receive comments. Incorporate comments into 90% documents for permitting.

g. 90% Permit Plan and Profile Drawings and Specifications:

- 1) Prepare prefinal cover, index, standards lists, and notes sheets; erosion control plan into plan set; demolition plan; final draft transmission mains plan and profile drawings showing the alignment of the transmission mains and distribution feeder mains including existing underground utilities; detailed drawings; erosion control; landscaping replacement plans; traffic control and detour plans; draft roadway resurfacing plans; final draft transmission mains specifications, including general requirements and technical specifications.
- 2) Submit the 90% draft drawings and specifications to: Project Review Team for QC, DWC for review; permitting entities as required, and adjacent utilities to review.
- 3) Address and incorporate comments from the 90% submittal as provided by Project Review Team, DWC, permit agencies, and impacted communities.
- 4) Submit sealed documents to IEPA and other entities for permitting.
- 5) Field walk through with DWC and/or WaterLink Communities.

h. 100% Permit Plan and Profile Drawings and Specifications:

- 1) Prepare, sign, and seal final drawing set and final specifications.
- 2) Incorporate front end bidding documents in specifications.
- 3) Submit the 100% complete drawings and specifications to DWC.

- 4) Plans will be submitted in AutoCAD and PDF formats along with two (2) printed copies.
 - 5) Specifications will be provided in Microsoft Word and PDF formats. Specification PDFs will be indexed and searchable.
- i. QC to be provided by SCI.
5. Task 5 – Transmission Main Design Package 3 (REL & SCI Lead):
 - a. The intent of this work is to prepare plan and profile drawings and technical specifications for the Transmission Main Segment 3 as described in the Project Development Report. Segment 3 includes approximately 20,400 feet of 24-inch pipeline from Minkler Road to Route IL-126 Schoolhouse Road.
 - b. Attend design coordination meetings, as defined in Task 2a, with the DWC team for the duration of the Project.
 - c. Attend weekly transmission main design team meetings for the duration of plan and profile development.
 - d. Bidding and front-end contract documents will be provided by DWC. Prepare special conditions and technical specifications in CSI format for use by design teams for each pipeline segment. Generate contract document and specification packages for project bidding.
 - e. 30% Preliminary Plan and Profile Drawings:
 - 1) Address comments from Project Development Report as provided by DWC. Prepare preliminary drawing set, representing the transmission main's fundamental elements.
 - 2) Coordination with Yorkville on the final location of Delivery Point No. 1.
 - 3) Coordination with IDOT on pipeline route along Route IL-71.
 - 4) Prepare preliminary cover, index standards list, and notes sheets.
 - 5) Prepare detail drawings.
 - 6) Prepare preliminary transmission main plan drawings showing the alignment of the transmission mains and distribution feeder mains, including known existing underground utilities.
 - 7) Prepare preliminary roadway resurfacing plan.
 - 8) Provide preliminary specifications index.

- 9) Submit above as 30% design submittal to: Project Review Team for QC and DWC for review.
 - 10) Geotechnical borings and logs up to 30 feet deep spaced approximately 500 to 1,000 feet apart along pipeline route to supplement tunnel crossing boring information collected in Phase I.
 - 11) Compile an inventory of the trees planned for removal or pruning due to construction, as well as roadway signs that could be impacted by construction.
 - 12) Prepare draft of plan and profile drawings for critical crossings determined by Consultant. Draft plan and profile drawings will show the work in sufficient detail that a contractor can recognize general transmission main elements and requirements for construction. Include any revisions required by the alignment field verification. Draft plan and profile drawings for critical crossings will be completed first to expedite the permitting process.
 - 13) Meet with DWC and WaterLink Communities to review drawings. Address and incorporate comments into final 30% set and submit to DWC. Up to Six (6) meetings are planned for Phase II services.
- f. 75% Permit Plan and Profile Drawings and Specifications:
- 1) Prepare a draft drawing set, which will show the work in sufficient detail so that a contractor can recognize transmission mains elements and requirements for construction. Include any revisions required by the alignment field verification. Set to include draft cover, index, standards list, and notes sheets; erosion control plan; demolition plan; draft transmission mains plan and profile drawings showing the alignment of the transmission mains and distribution feeder mains including existing underground utilities; detail drawings; landscaping restoration plans; traffic detour plans; draft roadway resurfacing plans; prepare draft transmission main specifications, including general requirements and technical specifications.
 - 2) Prepare preliminary detail drawings.
 - 3) As the design progresses, develop and refine the strategy and plan for construction contract sequencing, improvements scheduling and operations during construction to improve project delivery and reliability and improve funding opportunities.

- 4) Submit the 75% draft drawings and specifications to: Project Review Team for QC, DWC for review; and impacted communities for comment.
 - 5) Meet with DWC and WaterLink Communities to review drawings. Address and incorporate comments into final 75% set and submit to DWC. Up to Six (6) meetings are planned for Phase II services.
 - 6) Submit 75% documents to the IEPA and other permitting entities for review and comment. Meet with IEPA and other entities, as defined in Task 2h, to receive comments. Incorporate comments into 90% documents for permitting.
- g. 90% Permit Plan and Profile Drawings and Specifications:
- 1) Prepare prefinal cover, index, standards lists, and notes sheets; erosion control plan into plan set; demolition plan; final draft transmission mains plan and profile drawings showing the alignment of the transmission mains and distribution feeder mains including existing underground utilities; detailed drawings; erosion control; landscaping replacement plans; traffic control and detour plans; draft roadway resurfacing plans; final draft transmission mains specifications, including general requirements and technical specifications.
 - 2) Submit the 90% draft drawings and specifications to: Project Review Team for QC, DWC for review; permitting entities as required, and adjacent utilities to review.
 - 3) Address and incorporate comments from the 90% submittal as provided by Project Review Team, DWC and impacted communities.
 - 4) Submit sealed documents to IEPA and other entities for permitting.
 - 5) Field-Walk Thru with DWC and/or WaterLink Communities.
- h. 100% Permit Plan and Profile Drawings and Specifications:
- 1) Prepare, sign, and seal final drawing set and final specifications.
 - 2) Incorporate front end bidding documents in specifications.
 - 3) Submit the 100% complete drawings and specifications to DWC.
 - 4) Plans will be submitted in AutoCAD and PDF formats along with two (2) printed copies.

- 5) Specifications will be provided in Microsoft Word and PDF formats. Specification PDFs will be indexed and searchable.
- i. QC to be provided by LAN.
6. Task 6 – Transmission Main Design Package 4 (LAN Lead):
 - a. The intent of this work is to prepare plan and profile drawings and technical specifications for the Transmission Main Segment 4 as described in the Project Development Report. Segment 4 includes approximately 28,400 feet of 54-inch pipeline, 4,200 feet of 24-inch pipeline, 6,500 feet of 20-inch pipeline, and 2,800 feet pipeline of 16-inch pipeline from Ogden Falls Boulevard along the ComEd right-of-way to various WaterLink connections along Orchard Road.
 - b. Attend design coordination meetings, as defined in Task 2a, with the DWC team for the duration of the Project.
 - c. Attend weekly transmission main design team meetings for the duration of plan and profile development.
 - d. Bidding and front-end contract documents will be provided by DWC. Prepare special conditions and technical specifications in CSI format for use by design teams for each pipeline segment. Generate contract document and specification packages for project bidding.
 - e. 30% Preliminary Plan and Profile Drawings:
 - 1) Address comments from Project Development Report as provided by DWC. Prepare preliminary drawing set, representing the transmission main's fundamental elements. This work includes the following.
 - 2) Coordination with USACE on the Fox River Crossing.
 - 3) Prepare preliminary cover, index standards list, and notes sheets.
 - 4) Prepare detail drawings.
 - 5) Prepare preliminary transmission main plan drawings showing the alignment of the transmission mains and distribution feeder mains, including known existing underground utilities.
 - 6) Prepare preliminary roadway resurfacing plan.
 - 7) Provide preliminary specifications index.
 - 8) Submit above as 30% design submittal to: Project Review Team for QC and DWC for review.
 - 9) Geotechnical borings and logs up to 30 feet deep spaced approximately 500 to 1,000 feet apart along pipeline route to

supplement tunnel crossing boring information collected in Phase I.

- 10) Compile an inventory of the trees planned for removal or pruning due to construction, as well as roadway signs that could be impacted by construction.
- 11) Prepare draft of plan and profile drawings for critical crossings determined by Consultant. Draft plan and profile drawings will show the work in sufficient detail that a contractor can recognize general transmission main elements and requirements for construction. Include any revisions required by the alignment field verification. Draft plan and profile drawings for critical crossings will be completed first to expedite the permitting process.
- 12) Meet with DWC and WaterLink Communities to review drawings. Address and incorporate comments into final 30% set and submit to DWC. Up to Six (6) meetings are planned for Phase II services.

f. 75% Permit Plan and Profile Drawings and Specifications:

- 1) Prepare a draft drawing set, which will show the work in sufficient detail so that a contractor can recognize transmission mains elements and requirements for construction. Include any revisions required by the alignment field verification. Set to include draft cover, index, standards lists, and notes sheets; erosion control plan; demolition plan; draft transmission mains plan and profile drawings showing the alignment of the transmission mains and distribution feeder mains including existing underground utilities; detail drawings; landscaping restoration plans; traffic detour plans; draft roadway resurfacing plans; prepare draft transmission main specifications, including general requirements and technical specifications.
- 2) Prepare preliminary detail drawings.
- 3) As the design progresses, develop and refine the strategy and plan for construction contract sequencing, improvements scheduling and operations during construction to improve project delivery and reliability and improve funding opportunities.
- 4) Submit the 75% draft drawings and specifications to: Project Review Team for QC, DWC for review; and impacted communities for comment.

- 5) Meet with DWC and WaterLink Communities to review drawings. Address and incorporate comments into final 75% set and submit to DWC. Up to Six (6) meetings are planned for Phase II services.
 - 6) Submit 75% documents to the IEPA and other permitting entities for review and comment. Meet with IEPA and other entities, as defined in Task 2h, to receive comments. Incorporate comments into 90% documents for permitting.
- g. 90% Permit Plan and Profile Drawings and Specifications:
- 1) Prepare prefinal cover, index, standards lists, and notes sheets; erosion control plan into plan set; demolition plan; final draft transmission mains plan and profile drawings showing the alignment of the transmission mains and distribution feeder mains including existing underground utilities; detailed drawings; erosion control; landscaping replacement plans; traffic control and detour plans; draft roadway resurfacing plans; final draft transmission mains specifications, including general requirements and technical specifications.
 - 2) Coordination with USACE on the Fox River Crossing.
 - 3) Submit the 90% draft drawings and specifications to: Project Review Team for QC, DWC for review; permitting entities as required, and adjacent utilities to review.
 - 4) Address and incorporate comments from the 90% submittal as provided by Project Review Team, DWC, permit agencies, and impacted communities.
 - 5) Submit sealed documents to IEPA and other entities for permitting.
 - 6) Field-Walk Thru with DWC and/or WaterLink Communities.
- h. 100% Permit Plan and Profile Drawings and Specifications:
- 1) Prepare, sign, and seal final drawing set and final specifications.
 - 2) Incorporate front end bidding documents in specifications.
 - 3) Submit the 100% complete drawings and specifications to DWC.
 - 4) Plans will be submitted in AutoCAD and PDF formats along with two (2) printed copies.
 - 5) Specifications will be provided in Microsoft Word and PDF formats. Specification PDFs will be indexed and searchable.

- i. QC to be provided by SCI & REL.
7. Task 7 – Meter Station Package (LAN Lead):
- a. The intent of this work is to prepare plans and technical specifications for the seven metering stations, three (3) for Oswego, two (2) for Yorkville and two (2) for Montgomery, for connection of the transmission main to each of the WaterLink Communities.
 - b. Attend design coordination meetings, as defined in Task 2a, with the DWC team for the duration of the Project.
 - c. Bidding and front-end contract documents will be provided by DWC. Prepare special conditions and technical specifications in CSI format for use by design teams for the meter stations. Generate contract document and specification packages for project bidding.
 - d. 30% Preliminary Drawings:
 - 1) Prepare preliminary drawing set, including the metering station site layout, piping connection to the proposed transmission main, interconnection to customer’s receiving facilities, and site utilities. Submittal will also contain building plan, elevation, and section drawings. For purposes of this proposal, Consultant will design one building, with one architectural treatment, to use at all seven sites. Based on our preliminary analysis, the building will have three-meter trains. Two of the trains will be sized for maximum day flow while the third train will provide redundancy. Each station meter trains will be sized for the customer’s demands. The station layout will be similar to the previously provided to the Consultant by the Commission. It is anticipated this design package contain a total of Thirty-Four (34) drawings for all seven sites.
 - 2) Prepare preliminary cover, index standards list, and notes sheets.
 - 3) Prepare detail drawings.
 - 4) Provide preliminary specifications index.
 - 5) Submit above as 30% design submittal to: Project Review Team for QC and DWC for review.
 - 6) Perform one geotechnical boring and log up to 30 feet deep for the site to augment geotechnical information collected during the transmission main geotechnical investigations.
 - 7) Compile an inventory of the trees planned for removal or pruning due to construction.

- 8) Meet with DWC and WaterLink Communities to review drawings. Address and incorporate comments into final 30% set and submit to DWC. Up to Six (6) meetings are included in this proposal.
- e. 75% Permit Plan and Profile Drawings and Specifications:
- 1) Prepare a draft drawing set and include revisions required field investigation. Set to include draft cover, index, standards list, and notes sheets; erosion control plan; demolition plan, if required; draft site plan including existing underground utilities; detailed civil, structural, mechanical, piping, architectural, electrical, landscaping, and control drawings . Draft specifications, including general requirements and technical specifications.
 - 2) Prepare detail drawings.
 - 3) As the design progresses, develop and refine the strategy and plan for construction contract sequencing, improvements scheduling and operations during construction to improve project delivery and reliability and improve funding opportunities.
 - 4) Submit the 75% draft drawings and specifications to: Project Review Team for QC, DWC for review; and impacted communities for comment.
 - 5) Meet with DWC and WaterLink Communities to review drawings. Address and incorporate comments into final 75% set and submit to DWC.
 - 6) Submit 75% documents to the IEPA and other permitting entities for review and comment. Meet with IEPA and other entities, as defined in Task 2h, to receive comments. Incorporate comments into 90% documents for permitting.
- f. 90% Permit Plan and Profile Drawings and Specifications:
- 1) Prepare prefinal plan set and final draft mains specifications, including general requirements and technical specifications.
 - 2) Submit the 90% draft drawings and specifications to: Project Review Team for QC, DWC for review; permitting entities as required, and adjacent utilities to review.
 - 3) Address and incorporate comments from the 90% submittal as provided by Project Review Team, DWC, permit agencies, and impacted communities.

- 4) Submit sealed documents to IEPA and other entities for permitting.
 - 5) Field-Walk thru with DWC and/or WaterLink Communities.
- g. 100% Permit Plan and Profile Drawings and Specifications:
- 1) Prepare, sign, and seal final drawing set and final specifications.
 - 2) Incorporate front end bidding documents in specifications.
 - 3) Submit the 100% complete drawings and specifications to DWC.
 - 4) Plans will be submitted in AutoCAD and PDF formats along with two (2) printed copies.
 - 5) Specifications will be provided in Microsoft Word and PDF formats. Specification PDFs will be indexed and searchable.
- h. QC to be provided by SCI & REL.
8. Task 8 – Chemical Monitoring and Feed Station (LAN Lead):
- a. The intent of this work is to prepare plans and technical specifications for a chemical monitoring and feed station located in the general vicinity of Oswego Connection Point No. 1.
 - b. Attend design coordination meetings, as defined in Task 2a, with the DWC team for the duration of the Project.
 - c. Bidding and front-end contract documents will be provided by DWC. Prepare special conditions and technical specifications in CSI format for use by design teams for each pipeline segment. Generate contract document and specification packages for project bidding.
 - d. 30% Preliminary Drawings:
 - 1) Prepare preliminary drawing set for chemical monitoring and feed station site layout, piping connection to the proposed transmission main, and site utilities. Submittal will also include building plan, elevation, and section drawings. Consultant will design a building, with a similar architectural treatment as planned for the metering stations. Based on our preliminary analysis, the building will be approximately 25-feet by 25-feet and include an area disinfection chemical storage, feed equipment and associated controls. A meter vault will be located onsite for installation of a mag-meter for chemical pacing and flow data. It is anticipated this design package as described will have a total of Sixteen (16) drawings.

- 2) Prepare preliminary cover, index standards list, and notes sheets.
 - 3) Conceptual detail drawings will be provided and discussed.
 - 4) Provide preliminary specifications index.
 - 5) Submit above as 30% design submittal to: Project Review Team for QC and DWC for review.
 - 6) Perform two geotechnical boring and logs up to 30 feet deep to augment geotechnical information collected during the transmission main geotechnical investigations.
 - 7) Compile an inventory of the trees planned for removal or pruning due to construction.
 - 8) Meet with DWC and WaterLink Communities to review drawings. Address and incorporate comments into final 30% set and submit to DWC. Up to Six (6) meetings are included in this proposal.
- e. 75% Permit Plan and Profile Drawings and Specifications:
- 1) Prepare a draft drawing set including chemical monitoring and feed station elements and requirements for construction. Include any revisions required via field investigation. Set to include draft cover, index, standards list, and notes sheets; erosion control plan; demolition plan, if required; draft site plan including existing underground utilities; detailed civil, structural, mechanical, piping, architectural, electrical, landscaping, and control drawings. Draft specifications, including general requirements and technical specifications.
 - 2) Prepare detail drawings.
 - 3) As the design progresses, develop and refine the strategy and plan for construction contract sequencing, improvements scheduling and operations during construction to improve project delivery and reliability and improve funding opportunities.
 - 4) Submit the 75% draft drawings and specifications to: Project Review Team for QC, DWC for review; and impacted communities for comment.
 - 5) Meet with DWC and WaterLink Communities to review drawings. Address and incorporate comments into final 75% set and submit to DWC.

- 6) Submit 75% documents to the IEPA and other permitting entities for review and comment. Meet with IEPA and other entities, as defined in Task 2h, to receive comments. Incorporate comments into 90% documents for permitting.
- f. 90% Permit Plan and Profile Drawings and Specifications:
 - 1) Prepare prefinal plan set and final draft mains specifications, including general requirements and technical specifications.
 - 2) Submit the 90% draft drawings and specifications to: Project Review Team for QC, DWC for review; permitting entities as required, and adjacent utilities to review.
 - 3) Address and incorporate comments from the 90% submittal as provided by Project Review Team, DWC, permit agencies, and impacted communities.
 - 4) Submit sealed documents to IEPA and other entities for permitting.
 - 5) Field-Walk thru with DWC and/or WaterLink Communities.
 - g. 100% Permit Plan and Profile Drawings and Specifications:
 - 1) Prepare, sign, and seal final drawing set and final specifications.
 - 2) Incorporate front end bidding documents in specifications.
 - 3) Submit the 100% complete drawings and specifications to DWC.
 - 4) Plans will be submitted in AutoCAD and PDF formats along with two (2) printed copies.
 - 5) Specifications will be provided in Microsoft Word and PDF formats. Specification PDFs will be indexed and searchable.
 - h. QC to be provided by SCI & REL.
9. Task 9 – Permitting:
- Approvals and Authorizations: Consultant will assist DWC in obtaining the following approvals, permits, and authorizations:
- a. IEPA Permit Coordination: Prepare the required documentation for signature by DWC and meet with the Agency to assist the procurement of Project permits as further describe in the preceding section.
 - b. IDOT and other highway/roadway authorities – Naperville, Kendall County, Will County, DuPage County, and various Townships
 - c. USACE – wetlands and Fox River crossing.

- d. IDNR – Fox River, other stream crossings > 1 square mile watershed.
- e. Railroads – CNRR, ILRW and BNSF.
- f. Commission will pay required permit fees via WaterLink escrow account.

10. Task 10 – Bidding Assistance and Contractor Selection:

- a. Provide bid assistance, including contractor identification, solicitation, qualification, bid review, responses to RFI information, attendance to pre-bid meetings and bid opening meetings, review and evaluation of bid proposals, and attendance and presentation at DWC Board meetings, as well as WaterLink community public meeting, if requested.
- b. Assemble and provide up to six (6) bid packages.
- c. Attend and assist in leading up to six (6) pre-bid meeting. Prepare agenda and meeting minute notes summarizing each meeting.
- d. Addenda Preparation Assistance: Assist with responses to bidders' questions during the bid period. Assist in preparation of necessary addenda.
- e. Bid Review Assistance: Assist in evaluation of bids and make recommendation of award of contract at Board meeting.
- f. Conformed Contract Documents: Prepare conformed construction documents that incorporate modifications to the drawings and specifications included in Addenda issued during the Bidding Phase.

END OF BASIC SERVICES

B. Phase II Additional Services:

1. Task 1 – Survey Services (REL Lead)

- a. The intent of this work is to augment available paper records, GIS, utility and aerial photogrammetric information with on the ground field measurements of physical features for the purpose of confirming information to the level of accuracy needed for construction drawings. Due to the desired project design time frame, and challenges associated with collecting aerial LiDAR data during the summer months, Phase I route alignment studies utilized primarily GIS aerial and contour data supplemented by certain specific ground survey data collection at key locations and utility company data of varying precision levels. Phase II drawings will primarily utilize aerial LIDAR data collected in December 2023, supplemented by detailed ground survey efforts summarized in the following paragraphs.

- b. Collection of rim/invert data at approximately 1,800 utility structures along the watermain route to allow for the development of accurate final design of the project improvements.
 - c. Complete topographic survey data collection in those areas along the 31-mile route that were unable to be collected via aerial LIDAR in Phase I due to tree cover or other obstacles.
 - d. Complete topographic survey data collection at seven (7) proposed metering stations and one (1) chlorine treatment building for purposes of preparing detailed site plans for these facilities. The chlorine treatment site will also include a formal boundary survey and order of title commitment for use in the acquisition of real estate for this facility.
 - e. Combine data, including GIS contour data from DuPage, Kendall, and Will Counties, supplemental topographic, rim/invert, SUE/potholing and utility data from various sources, GNSS/GPS and terrestrial, within Autodesk Civil 3D base CAD files and construct a triangulated irregular network (TIN) model across the project length to be able to generate proposed 1"=50' plan and profile sheets on a consistent and unified vertical and horizontal datum. TIN model will also allow for 3-D utility modeling at specific locations to verify proposed water main elevations. Identification of property corner details for purposes of right-of-way verification and/or future easement acquisition will be completed as determined by Consultant. The estimated length of plan/profile sheets across two final route alignments is 35 miles (200 total sheets).
 - f. Arborist
 - 1) Provide the services of an Illinois Certified Arborist to identify trees that will need protection during construction.
 - 2) Identify the form of protection to be provided for individual trees.
 - 3) Provide construction details for needed means of protection for incorporation into the water transmission system drawings.
2. Task 2 – Geotechnical and CCDD Services (REL Lead)
- a. Provide up to 200 soil borings at approximately 1,000-foot intervals along entire route, and on both sides of 10 remaining tunnel crossings (e.g., crossings of IDOT highways, Fox River, etc.), not completed during Phase I. This work will also include field staking of all boring locations and correlating elevation data at boring locations with Survey data in Task 5
 - b. Conduct a preliminary Clean Construction/Demolition Debris (CCDD) sampling and testing evaluation during the advancement of

approximately 75 geotechnical soil borings to identify potentially clean and potentially contaminated areas along the proposed water main project area. Collect soil samples during the boring operation for testing. Note: Per ComEd, no CCDD investigations will be performed within ComEd right-of-way. Collected soil samples will be submitted to an accredited laboratory with a standard turnaround time for analytical testing results. The testing parameters in the identified PIP project areas will include VOCs, SVOCs, RCRA 8 Total Metals, pH and possibly TCLP or SPLP testing on 7 of the 8 RCRA metals, as determined necessary by Consultant.

- c. Prepare five (5) geotechnical reports including all boring logs outlining the findings of the sample program, signed, and sealed by an Illinois registered professional engineer. These reports will be structured to include all locations within the four respective transmission main construction contracts and the one metering station contract, in order to make them for use by bidders on each construction package.
 - d. Prepare five (5) environmental reports summarizing laboratory results and CCDD construction recommendations of the sample program, prepared by an experienced senior scientist. These reports will be structured to include all locations within the four respective transmission main construction contracts and the one metering station contract, in order to make them readily usable by bidders on each construction package.
3. Task 3 – Subsurface Engineering (SUE) (REL Lead)
- a. Provide SUE services field surveys along approximately 25 miles of the pipeline route within urbanized areas expected to have the most utilities impacting the proposed water transmission main construction to verify other utility (gas pipelines, oil pipelines, fiber optic lines, telecommunication lines, etc.) elevations, together with design JULIE locates at key crossings would be performed. This effort would supplement aerial LIDAR and field elevation data to be collected and combined into the project base CAD files. Specific spot SUE field surveys within approximately 6 miles of rural areas will also be performed on an as needed basis.
 - b. Provide up to 200 utility potholing and associated grass and pavement restoration. Potholes and/or vacuum excavations at key utility crossing locations to be performed by a local contractor. Relevant utility conflicts will be identified and assessed early on during the design effort. This effort also includes field staking of potholing locations, obtaining elevation data for excavated utilities, and adding them to 3D utility model.

4. Task 4 – Right-of-Way / Easement Acquisition (REL Lead)
 - a. Manage the solicitation, documentation, and ultimate purchase/assembly of the identified easements from Phase I in conjunction with DWC Staff.
 - b. Obtain and manage up to 20 additional title commitments as may be required due to potential route changes.
 - c. Prepare plats of easement with associated legal descriptions for approximately 150 parcels along proposed water transmission main route as identified during Phase I. Plats and legal descriptions to be signed and sealed by registered Illinois Professional Land Surveyor.
 - d. Assist DWC to acquire properties and easements utilizing professional acquisition services applicable to federally funded projects including certified appraisals, review appraisals and negotiations as may be applicable. Needed property shall be acquired by fee simple, dedication, temporary/permanent easement, or temporary use permit as determined by DWC and design team.
 - e. Make determinations of appraised fair market value in accordance with the IDOT Land Acquisition Policies and Procedures Manual (LAPPM) and the Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book). An Appraisal Review Certification shall be prepared for review appraisals by the Review Appraiser in accordance with the Yellow Book and LAPPM.
 - f. Act as DWC representative with affected property owners in leading land acquisition negotiations. The Negotiator will work with the design team and DWC staff to develop schedules, maintain communications and provide progress reports throughout the project.
 - g. Provide necessary documentation for eminent domain action by DWC for parcels unable to reach negotiated settlements, and coordinate with DWC attorneys as may be needed.
 - h. Provide title review and an attorney’s approval letter for each affected parcel.
 - i. Attend real estate closings for each acquired parcel.
5. Task 5 – Phase I Environmental Site Assessment (ESA) (SCI Lead)
 - a. Complete and update a Phase I ESA along the 31-mile route in accordance with the American Society for Testing and Materials (ASTM) Practice E1527-21. The purpose of the Phase I ESA is to identify the presence or absence of Recognized Environmental Conditions (RECs) as defined by the standard.

- b. The Phase I ESA process includes a search of standard historical sources (e.g., aerial photographs, topographic maps, and historical fire insurance maps), a review of federal and state environmental databases, interviews with past and present owners, operators, and occupants of the site, and an on-site reconnaissance to determine the presence or absence of RECs.
 - c. Visit the sites to examine and document the current uses and conditions. Seek owners to ask pertinent questions, including those outlined as user responsibilities on the questionnaire in ASTM E1527-21. A title search is not part of this scope of services.
 - d. Make reasonable attempt to conduct interviews with the current owner, available past owners, and occupants, state and local regulators, the local fire department, and other persons or agencies that may have knowledge of current or historical environmental conditions at the site.
6. Task 6 – Wetland Delineation (SCI Lead)
- a. Under Phase I, the ComEd corridor was visited and studied to complete the necessary ComEd checklists. Under Phase II, the wetlands study will be updated and completed based on the final alignment. Impacted areas will be evaluated for the presence of wetlands and other Waters of the United States (WOTUS). This information will be used to avoid and/or minimize impacts to WOTUS and other areas of special concern. To minimize the amount of field work necessary, a desktop review of the area will be performed prior to the site visit. This will involve gathering background information pertaining to the site such as local soil survey data, previously performed wetland delineations (if available), and National Wetland Inventory (NWI) maps.
 - b. Delineation of the Site will be done in accordance with USACE 1987 Manual and the August 2010 USACE Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region and will take place within the USACE recognized wetland growing season. The wetland delineation will be based on soil composition, hydrology of the site, and vegetation present at the time of the site visit. Observations will be documented on approved USACE data forms and included in the final report. If wetlands are found to exist within project boundaries, their limits will be recorded using a handheld GPS device for use in Arc GIS software and added to the plan and profile sheets as applicable. It is assumed that consultant personnel will be granted access to the property, and that project personnel will be available to answer questions prior to, during, and/or following site reconnaissance activities.

7. Task 7 – Phase I Archaeology and Cultural (SCI Lead)
 - a. Complete cultural study based on final alignment. The primary objective of a Phase I cultural resources survey is to identify and record all cultural resources within a project area. Cultural resources can include prehistoric Native American habitation sites, historical farmstead sites, standing structures, or other man-made features such as earthworks, old roadbeds, or cemeteries. The study will also detail avoidance and minimization measures identified in consultation with the State Historic Preservation (SHPO) and/or Tribal Historic Preservation Officer (THPO).
 - b. Perform Phase I archaeology study due to proximity of the alignment to cemeteries. For Phase I surveys, portions of a survey area must be examined by systematic shovel testing whenever possible, in combination with systematic pedestrian survey, and/or additional techniques such as augering, coring, soil probes, or mechanically excavated trenching, depending upon the surface conditions and potential for deeply buried archaeological sites.
8. Task 8 – Special Species Survey (SCI Lead)
 - a. Construction disruption to land may also disturb the native habitat on the site. Given this possibility, WIFIA funding requires a Threatened, Endangered, and Special-Status Species Survey to determine if the proposed alignment serves as a habitat for one of these protected species. Both desktop and fieldwork will be performed to identify and map special status habitats. Should a habitat be identified, additional survey to determine breeding and spawning seasons, migration, growth and propagation and activity periods.
9. Task 9 – WIFIA PEA Checklist (SCI Lead)
 - a. The Programmatic Environmental Assessment (PEA) Environmental Questionnaire helps verify the applicability of the PEA for a Water Infrastructure Finance and Innovation Act (WIFIA)-funded project. Compliance with other federal and state environmental laws and regulations is required, as appropriate and applicable. The WIFIA PEA Checklist will be utilized by EPA to determine on Categorical Exclusion for the project.
 - b. Tasks 5-8 above are required as part of the WIFIA PEA Checklist. The Checklist also included additional research and studies including impacts to biological resources, geology and soils, socioeconomic and environmental justice, land use, transportation and traffic, utilities and community services, air quality, human health and safety, impacts from noise and vibration and hazardous and toxic materials and waste.

10. Task 10 – Supplemental Hydraulic Modeling (SCI Lead)
 - a. Supplemental hydraulic modeling will be performed on an additional service basis. This task is to study and evaluate pipeline sizes, pressure, hydraulic grade lines, and velocities based on final water demand requests for non-WaterLink customers or on an as-needed basis by the Commission.
 - b. DWC will assist in information transfer from the requesting customer.
 - c. The existing Innowyze InfoWater model will be used for these evaluations.
 - d. Reconfirm existing data points in the model such as elevations and pressures and add/modify determined elevations, fittings, valves, segment lengths, discharge locations, and flow rates along the route that may impact system operations.
 - e. Summarize findings in a technical memorandum to the Commission.
11. Task 11 – Cathodic Protection Design & Field Investigation (LAN Lead)
 - a. Perform electromagnetic conductivity survey of the existing soil along the entire pipeline alignment.
 - b. Changes in soil resistivity will be confirmed and measured using the Wenner Four Pin Method, and upon analyzing the soil resistivity data, recommendations for further soil testing will be provided to the Geotechnical Engineer.
 - c. Prepare a cathodic protection memorandum in coordination with pipe materials memorandum, outlining the various design requirements for pipe materials proposed for consideration.
 - d. Determine if soil conditions and potentials are corrosive to metallic structures.
 - e. Evaluate areas along the route for stray current sources.
 - f. Design piping system for continuity and isolation.
 - g. Estimate current requirement for cathodic protection system and design cathodic protection system to meet demands.
 - h. Prepare cathodic protection details and technical specifications for inclusion in the contract documents.
 - i. Four trips (4) for professional corrosion engineer to visit site.
 - j. Does not include induced AC current mitigation design.

- 12. Task 12 – Additional Bid Package Allowance (by Authorization Only)
 - a. Allowance to split Transmission Main Design Package No. 1 under Task 3 Basic Services into two (2) separate bid packages to allow for pipeline and associated restoration along Book Rd to be constructed separately. This portion of the project has no easement acquisition required from private land owners, so prioritizing this segment may prove beneficial to the overall project schedule.
 - b. This task will only be used with authorization from DWC.
- 13. Task 13 – Owner Design Contingency Allowance (by Authorization Only)
 - a. Allowance to cover changes in project scope.
 - b. This task will only be used with authorization from DWC.

END OF ADDITIONAL SERVICES

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

None

- 4. **Commencement Date:**

Effective Date of This Task Order

- 5. **Completion Date:**

N/A

- 6. **Submittal Schedule:**

N/A

- 7. **Key Project Personnel:**

Lockwood, Andrews & Newnam, Inc.	Stanley Consultants, Inc.	Robinson Engineering, Ltd.
Warren Green, PE Project Director	Kate Despinoy, PE Project Manager	Aaron Fundich, PE Project Manager
Ozzie Garza, PE Project Manager	Larry Thomas, PE Quality Control	Jennifer Prinz, PE Quality Control

Jeremy Nakashima, PE
Quality Control
Review

Michael Colby, PE
Hydraulic Modeling

Dave Barnas, PE
Constructability

Greg Henry, PE
Tunnel Engineering
Engineering

Patrick Haney, PE
Pipeline Engineering

Tom Nagle, PE
Pipeline

Christine Kirby, PE
Coatings & Linings

Jared Hamilton, PE
Constructability Review

Randall Gann, PLS
Surveying

Mike Quinnell, PE
Process Engineer

Brian Degen, PE, SE
Structural Engineer

William Dolan, PE
Transportation

Ben McCray, PE
Corrosion Engineer

Chad Chamberlain, RA, NCARD
Architect

John Hislen, PE
Civil Design

Jeff Hansen, PE
Pipeline Engineer

Paul Ruscko, PE
Project Manager

Bob Card, PE
Pipe Design

Jim Dean, PE
Electrical/Mechanical Engineer

8. **Contract Price:**

We propose that our fees for this Phase II work (including reimbursable expenses) will be Twenty Million, Nine Hundred Seventy Nine Thousand, Two Hundred Forty-Two Dollars (\$20,979,242) which will not be exceeded without written authorization from the Commission.

See Attached Tables for Breakdown Payments:

The fees for the Basic Services shall be based on a lump sum basis for the scope of work as described in the preceding sections. This fee shall not be changed unless there is a change in the scope of services and the Commission authorizes the change in scope and associated fee.

The proposed fees for the Additional Services are a Not-to Exceed amount and will be billed based on our contract price for providing, performing, and completing each phase of services. Fee will be based on an amount that Includes labor costs plus an amount equal to the actual costs of all reimbursable expenses including specialized sub-consultants.

“Reimbursable” or “reimbursable expense” shall be defined as a cost incurred by the Consultant in performing services on the Project, beyond the standard labor and overhead costs otherwise outlined in the Master Agreement and shall be applicable individually to any Work Order, Authorization or Notice-to-Proceed issued under such Master Agreement. Reimbursables include costs incurred in relation to:

- Transportation and authorized out-of-town travel and subsistence.
- Fees paid for assisting in obtaining the approval of authorities having jurisdiction over the Project.
- Printing, reproductions, plots, standard form documents.
- Postage, handling, and delivery.
- Expense of overtime work requiring higher than regular rates, if authorized in advance.
- Renderings, models, mock-ups, professional photography, and presentation materials requested.
- Site office expenses. (not required for Phase II)
- Other similar Project-related expenses.

The list above 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 also be read to mean costs incurred by Consultant’s subsidiaries, employees, contractors, and consultants.

9. **Payment:**

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

10. **Special Safety Requirements:**

None.

11. **Modifications to Contract:**

As may be established by the General Manager of Owner and confirmed by an authorized officer of Consultant in writing.

12. **Attachments:**

Exhibit B – Level of Effort (Original)

Exhibit C – Additional Costs Associated with First Amendment to Task Order No. 03

The Effective Date of this Task Order is March 19, 2026.

DuPAGE WATER COMMISSION

By: _____
Paul D. May, P.E. General Manager

DWC DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Jeff Loster, P.E.
Title: Engineering Manager
Address: 600 East Butterfield Road, Elmhurst, Illinois 60126-4642
E-mail: loster@dpwc.org
Phone: (630) 834-0100

Lockwood, Andrews & Newnam, Inc.

By: _____
Name: J. Warren Green, P.E.
Title: Vice President/Chief Engineer

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: J. Warren Green, P.E.
Title: Vice President/Chief Engineer
Address: 18W140 Butterfield Road, Suite 920, Oakbrook Terrace, IL 60181
E-mail: jwgreen@lan-inc.com
Phone: 630-918-2494

Exhibit B
Level of Effort - Phase II Services
DuPage Water Commission
WaterLink Extension

NO.	TASK DESCRIPTION	PRINCIPAL / PROJECT DIRECTOR	SENIOR PM	PM	SENIOR ENGINEER/ SME	ENGINEER VII	ENGINEER VI	ENGINEER V	ENGINEER IV	ENGINEER III	ENGINEER II	ENGINEER I	SENIOR DESIGNER	CADD DESIGNER	GIS COORDINATOR	GIS DEVELOPER	FIELD SUPERINTENDENT	CHIEF LAND SURVEYOR	LAND SURVEYOR	PROJECT CONTROLS ADMINISTRATOR	ADMIN. ASSISTANT	TOTAL HOURS	TOTAL FEE
		BILLING RATE RANGE	\$415 to \$368	\$350 to \$300	\$262 to \$202	\$395 to \$315	\$325 to \$285	\$268 to \$237	\$250 to \$190	\$200 to \$172	\$170 to \$160	\$150 to \$148	\$140 to \$130	\$210 to \$202	\$175 to \$126	\$211 to \$201	\$184 to \$175	\$236 to \$225	\$215	\$162	\$198 to \$180	\$124 to \$110	
1.0	Project Management	406	544	1080	164	0	130	0	0	240	0	0	120	0	80	0	92	172	0	230	0	3258	\$850,704
2.0	Project Coordination & Meetings	420	175	768	76	0	180	0	64	290	40	80	80	0	0	40	40	80	0	116	0	2449	\$612,738
3.0	Transmission Main Design Package 1	49	338	756	812	350	1278	1578	1052	1580	1220	1220	2134	2840	0	160	0	24	0	120	68	15579	\$3,083,915
4.0	Transmission Main Design Package 2	257	1398	128	1300	16	30	158	630	2184	0	1224	724	2580	0	0	80	64	0	0	0	10849	\$1,998,429
5.0	Transmission Main Design Package 3	27	126	408	452	320	174	220	720	336	500	480	792	894	0	160	0	0	0	0	0	5705	\$1,167,503
6.0	Transmission Main Design Package 4	124	454	1580	1004	300	430	512	412	3120	0	2068	1420	3104	0	0	0	0	0	192	24	14744	\$2,899,230
7.0	Metering Station Design Package	100	156	106	240	210	160	100	0	552	0	0	144	1046	24	0	0	0	0	0	64	2902	\$555,546
8.0	Chemical Feed Building Design Package	10	24	50	36	80	156	100	0	168	0	0	10	320	2	0	2	16	0	0	12	986	\$189,126
9.0	Permitting	92	224	466	264	60	0	296	80	336	120	340	0	120	0	0	0	8	0	0	0	2482	\$529,820
10.0	Bidding Assistance and Contractor Selection	96	184	262	160	24	116	152	0	376	120	436	128	192	4	32	0	0	0	76	112	2470	\$511,184
TOTAL HOURS		1581	3623	5604	4508	1360	2654	3116	2958	9182	2000	5848	5552	11096	110	392	214	364	0	870	392	61424	
TOTAL FEES		\$540,195	\$988,398	\$1,531,472	\$1,402,860	\$412,840	\$615,210	\$680,550	\$526,200	\$1,466,388	\$300,000	\$777,568	\$1,157,104	\$1,572,550	\$22,110	\$71,840	\$48,150	\$78,260	\$0	\$161,940	\$44,560		\$12,398,195
TOTAL BASIC SERVICES LUMP SUM FEE																						\$ 12,398,195	

Additional Services (Not-to-Exceed)	Subtotal
Task 1 & 3 - Survey / SUE / Potholing / Existing Conditions CADD (REL)	\$ 2,048,375
Task 2 - Geotechnical & CCDD Investigations (REL)	\$ 1,349,575
Task 4 - ROW / Easement Acquisition Services (REL)	\$ 1,806,275
Task 5 - Phase 1 ESA (SCI)	\$ 47,880
Task 6 - Wetlands Delineation (SCI)	\$ 47,700
Task 7 - Cultural/Archaeology (SCI)	\$ 111,022
Task 8 - Special Species (SCI)	\$ 44,300
Task 9 - WIFIA PEA Checklist (SCI)	\$ 72,600
Task 10 - Supplemental Hydraulic Modeling (SCI)	\$ 50,020
Task 11 - Cathodic Protection Design and Field Investigation (LAN)	\$ 775,000
Task 12 - Additional Bid Package Allowance (by Authorization Only)	\$ 85,000
Task 13 - Owner Design Contingency Allowance (by Authorization Only)	\$ 1,000,000
TOTAL	\$ 7,437,747

Basic Services Reimbursable Expenses (Estimated)	Subtotal
Expense Allowance	\$ 121,000
TOTAL	\$ 121,000

TOTAL PHASE II SERVICES FEE	\$ 19,956,942
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Exhibit C

ComEd Additional Coordination and Design Modifications, TW-6/25 Section 3C Realignment Design, Additional Service Overages

LAN ComEd Additional Coordination & Realignment Design Revisions	\$ 115,000.00	Additional coordination meetings, alignment revisions, structure modifications, easement modifications, and submittals per multiple ComEd Reviews
LAN TW-6/25 Section 3C Realignment Design	\$ 992,000.00	Water transmission main redesign, Fox River crossing, trenchless designs, permitting, QC
SCI ComEd Additional Coordination & Realignment Design Revisions	\$ 130,800.00	Additional coordination meetings, alignment revisions, structure modifications, easement modifications, and submittals per multiple ComEd Reviews
SCI TW-6/25 Section 3C Realignment Design - Wetland Delineations	\$ 37,480.00	Wetland delineations & report updates, permitting, soil & erosion control, \$1600 mobilization expenses
SCI TW-6/25 Section 3C Realignment Design - Permitting	\$ 51,300.00	Includes \$7500 for permit expenses (\$3,311 already expended to date not in original scope)
SCI TW-6/25 Section 3C Realignment Design - Soil and Erosion Control Design	\$ 32,700.00	Erosion control design and sheet preparation
SCI MS 22 Additional Architectural Treatments & Structural	\$ 27,240.00	For additional architectural treatments on a per community basis (original scope included 1 treatment design)
SCI Environmental Subconsultants (Additional Services)	\$ 40,900.00	Additional effort/mobilizations for realignments (TW-6 S3C, FW-1 S1-S2)
REL ComEd Additional Coordination & Realignment Design Revisions	\$ 40,000.00	Multiple easement exhibit revisions for alignment and structure modifications
REL TW-6/25 Section 3C Realignment Design - Roadway & MOT	\$ 50,000.00	Roadway reconstruction design, MOT, detours for revised alignment
REL Survey / SUE / Potholing	\$ 439,880.00	SUE and pothole quantities above original scope due to realignments, new routes, additional identified utilities
REL Geotechnical	\$ 150,000.00	Geotechnical boring quantities above original scope due to realignments, new routes, tighter spacing in poor soil areas
Total Fee Request	\$ 2,107,300.00	
Phase 2 Contract Unauthorized Contingency Funds	\$ 1,085,000.00	Requesting authorization of these funds
	\$ 1,085,000.00	
Phase 2 Additional Funds Required	\$ 1,022,300.00	Additional funds beyond the Phase 2 Contract amount
Additional Phase 2 Fee Request	\$ 1,022,300.00	

Fees Moved to Phase 1 rollover funds (For Information Only)

REL move 110 Potholes to Phase 1	\$ (456,500.00)	moved potholes to Phase 1 remaining fee
REL move 12,200 LF of LIDAR to Phase 1	\$ (25,686.00)	moved additional LIDAR to Phase 1 remaining fee
REL 2nd Fox River Survey to Phase 1	\$ (10,500.00)	moved additional Fox River survey to Phase 1 remaining fee
Subtotal	\$ (492,686.00)	total move to Phase 1 rollover
Phase 1 Remaining Funds rolled over to Phase 2	\$ 492,686.00	
REL Pothole Cost Reduction	\$ (91,300.00)	REL cost reduction from Phase 2 by moving potholes to Phase 1 unit prices



MEMORANDUM

To: Paul May, General Manager
From: Cheryl Peterson, Financial Administrator
Date: 3/10/2026
Subject: Accounts Payable Listings

Following is a summary of the Accounts Payable to be considered at the March 19, 2026, Commission meeting:

February 11, 2026, to March 10, 2026, A/P Report:	
DuPage Water Commission	\$ 9,637,790.56
Waterlink	322,758.15
Accrued and estimated payments required before April 2026 Commission meeting:	
DuPage Water Commission	2,732,475.00
Waterlink	<u>7,452,000.00</u>
Total	<u>\$20,145,023.71</u>

cc: Chairman and Commissioners



DuPage Water Commission

Board Open Payable Report

As Of 03/10/2026

Summarized by Payable Account

Payable Number	Description	Post Date	Payable Amount	Payable Count:	Net Amount
Payable Account: 01-211000 - ACCOUNTS PAYABLE					
Vendor: 2432 0104697	AMPP Membership Renewal - Associate Annual Dues	02/17/2026	4,500.00	(1)	4,500.00
Vendor: 2589 INV0008814	ASHLEY SPAIN Expense Reimbursement - CP Seminar	02/28/2026	395.17	(1)	395.17
Vendor: 2020 INV0008803	AT&T U-VERSE INTERNET: 2/11/26-3/10/26	02/24/2026	188.46	(1)	188.46
Vendor: 2283 INV0008812	BMO HARRIS CREDIT CARD Combined Statements: February 2026	02/28/2026	2,815.77	(1)	2,815.77
Vendor: 2421 192548-1 192509-1	Burns & McDonnell Engineering Co., Inc. ILAW Valley Marina Study HLP Performance Evaluations	02/17/2026 02/19/2026	26,300.00 20,000.00	(2)	46,300.00
Vendor: 2142 242966	CITY OF AURORA Microbial Analysis: November 2025	02/28/2026	52.50	(1)	52.50
Vendor: 1135 INV0008830	CITY OF CHICAGO SUPERINTENDENT OF WATER COLLECTION WATER BILLING: February 2026	02/28/2026	9,534,915.09	(1)	9,534,915.09
Vendor: 1398 INV0008809	COMCAST INTERNET SERVICE: 2/27/26-3/26/26	02/28/2026	284.23	(1)	284.23
Vendor: 2392 350802	CONNECTED SOLUTIONS GROUP iPad Pro	03/10/2026	1,184.99	(1)	1,184.99
Vendor: 1197 Y514884 Y536087	Core & Main LP Remote Facilities Supplies Remote Facilities Supplies	02/24/2026 02/24/2026	30.50 699.00	(2)	729.50
Vendor: 2286 INV0008831	DAVID CHAPMAN Expense Reimbursement - UGSCC	02/28/2026	964.27	(1)	964.27
Vendor: 1159 260441	ENVISION HEALTHCARE, INC. ADMIN FEES: March 2026	03/03/2026	24.00	(1)	24.00
Vendor: 2560 LQ03303799	GFL Environmental Services USA, LLC Removal/Disposal of Grease from MS Valves	02/28/2026	1,823.16	(1)	1,823.16
Vendor: 1055 9831567616 9832272323	GRAINGER Pumping Supplies Pumping Supplies	03/10/2026 03/10/2026	2,708.76 45.77	(2)	2,754.53
Vendor: 1068 14899834 14901215	HACH COMPANY Water Quality Equipment/Material for Lab CL17 Reagent and Tubing Kits	03/10/2026 03/10/2026	854.49 18,960.12	(2)	19,814.61
Vendor: 1518 10006754	Illinois Office of the State Fire Marshal Boilers & Hot Water Heater Certificate Fees	02/28/2026	490.00	(1)	490.00
Vendor: 1195 PSI402336	LESMAN INSTRUMENT COMPANY Universal PARCO Cabinet Solenoid Valve	02/28/2026	268.66	(1)	268.66
Vendor: 1054 60996245	MCMMASTER-CARR SUPPLY COMPANY Pumping Supplies	03/10/2026	513.30	(1)	513.30
Vendor: 1223	METIRI ANALYTICAL GROUP INC			(1)	200.00

Board Open Payable Report

As Of 03/10/2026

Payable Number	Description	Post Date	Payable Amount		Net Amount
GA6000998	Coliform Testing	02/28/2026	200.00		200.00
Vendor: 2426	METRO TANK AND PUMP COMPANY			Payable Count: (1)	483.00
26081	Replace Batteries in Veeder Root Displays	02/28/2026	483.00		483.00
Vendor: 2189	NCPERS Group Life Ins.			Payable Count: (2)	88.56
INV0008771	NCPERS - IMRF 6641	02/13/2026	44.28		44.28
INV0008794	NCPERS - IMRF 6641	02/27/2026	44.28		44.28
Vendor: 1373	NEUCO INC.			Payable Count: (1)	978.09
9561116	Steam Cylinders for Humidifier System	03/05/2026	978.09		978.09
Vendor: 2115	Pace Systems, Inc.			Payable Count: (1)	505.00
217704	Conference Room Microphone Repair Service	02/19/2026	505.00		505.00
Vendor: 1642	PORTER PIPE & SUPPLY CO.			Payable Count: (2)	508.79
13195081-00	Remote Facilities Supplies	02/28/2026	217.57		217.57
13200586-00	Remote Facilities Supplies	03/10/2026	291.22		291.22
Vendor: 1137	ROSSI CONTRACTORS, INC.			Payable Count: (1)	3,885.00
554002	QR 13-25 Unloading of Steel Pipe	02/28/2026	3,885.00		3,885.00
Vendor: 1777	SCHNEIDER ELECTRIC BUILDINGS AMERICA, INC			Payable Count: (1)	11,285.00
0001151585	AccessXpert Software & Licensing Annual Renewal	02/28/2026	11,285.00		11,285.00
Vendor: 1773	STAPLES ADVANTAGE			Payable Count: (1)	172.21
6056082923	Office Supplies	02/28/2026	172.21		172.21
Vendor: 2096	William A. Fates			Payable Count: (1)	1,666.67
INV0008815	Service as Treasurer: March 2026	03/05/2026	1,666.67		1,666.67
			Payable Account 01-211000	Payable Count: (34)	Total: 9,637,790.56
Payable Account:	01-211030 - ACCTS PAYABLE - CONSTRUCTION				
Vendor: 2578	Arcadis U.S., Inc.			Payable Count: (1)	3,892.88
36110179	ECOC	02/28/2026	3,892.88		3,892.88
Vendor: 2583	Bowman Consulting Group LTD			Payable Count: (1)	83,764.71
544756	WaterLink Construction Engineering	02/28/2026	83,764.71		83,764.71
Vendor: 2421	Burns & McDonnell Engineering Co., Inc.			Payable Count: (1)	175,878.56
186599-7	WaterLink Program Mgmt & Construction Engineering	02/28/2026	175,878.56		175,878.56
Vendor: 2321	Concentric Integration, LLC			Payable Count: (1)	2,370.00
0282085	WaterLink Radio Path Survey & Report Development	02/28/2026	2,370.00		2,370.00
Vendor: 1824	VAL-MATIC VALVE AND MANUFACTURING CORP.			Payable Count: (1)	56,852.00
530703	Butterfly Valves	02/28/2026	56,852.00		56,852.00
			Payable Account 01-211030	Payable Count: (5)	Total: 322,758.15

Payable Account Summary

Account	Count	Amount
01-211000 - ACCOUNTS PAYABLE	34	9,637,790.56
01-211030 - ACCTS PAYABLE - CONSTRUCTION	5	322,758.15
Report Total:	39	9,960,548.71

Payable Fund Summary

Fund		Amount
01 - WATER FUND	39	9,960,548.71
Report Total:	39	9,960,548.71

DUPAGE WATER COMMISSION
ITEMS TO BE PAID BY 4-16-26
Board Meeting Date: March 19, 2026

Estimate Amount	Description	Check Number	Payment Date	Payment Amount
90,000.00	Blue Cross Blue Shield - Health Insurance			
9,000.00	Euclid Managers - Dental Insurance			
13,000.00	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	Dyegy - 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			
2,850.00	Procurement Card Charges - \$200 Vehicles, \$250 Safety, \$1600 Admin, \$350 Office Supplies, \$100 Publications \$100 Technology, \$250 Remote Facilities			
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	Grainger - Supplies for Operations			
2,500.00	Verizon - Wireless Service			
500.00	Verizon Connect - Diagnostics			
100.00	City of Aurora - Microbial Analysis			
150.00	Logical Media - Hosting Services			
1,700.00	William Fates - Treasurer			
6,000.00	Baker Tilly			
45,000.00	Schirott, Luetkehans & Garner, LLC			
20,000.00	Schirott, Luetkehans & Garner, LLC - MOY			
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	Friendly Ford - Vehicle Maintenance			
200.00	Sterling - Background Checks			
5,000.00	Storino Ramello & Durkin			
500.00	Local 399 Training courses			
11,000.00	Advantage Trailers - Tilt Deck Trailer			
3,000.00	Beary - Tanksite Landscaping			
2,000.00	Beary - Landscaping			
2,000.00	Bedrock - Landscaping			
120,000.00	Burns & McDonnell - HLP Performance Evaluations			
1,500.00	CDWG - APC UPS & Replacement Battery Cartridge			
3,000.00	CLC Lubricants - Oil for Pumps & Motors			
500.00	Ebel's Ace Hardware - Project Supplies			
7,000.00	Grainger - Instrumentation/SCADA Upgrade Supplies			
1,400.00	Grainger - Instrumentation Supplies			
1,000.00	Hach - Water Quality Equipment			
800.00	HazChem - Oil Sample Testing for HLP Motor #7			
2,000.00	Home Depot - Project Supplies			
200.00	ISAWWA - Energy Summit			
800.00	Jim Lithas - Expense Reimbursement UGCSC			
6,000.00	Joliet Electric - HLP Motor #2 Inspection/Testing/Support			
2,500.00	Joliet Electric - HLP #9 Pump Motor System Troubleshooting			

**DUPAGE WATER COMMISSION
ITEMS TO BE PAID BY 4-16-26
Board Meeting Date: March 19, 2026**

700.00	Lesman - Parco Accumulator & Sump Level Switches
400.00	McMaster Carr - Discharge Hose
1,400.00	McMaster Carr - DP and Pressure Fittings
2,800.00	MESA - HMWPE Wire for CP
150,000.00	Mid America Dynamics - Vibration Monitoring Equipment for LXPS
28,000.00	Neenah - Frame and Lids
400.00	Office Depot - Office Supplies
200.00	Polaris - Spare Keys for Ranger
1,000.00	Program One - Window Cleaning
500.00	Reliable - Uniforms
1,200.00	Specialty Mat - Mat Service
600.00	Staples - Office Supplies
10,000.00	Stonkus Hydraulic - PARCO Oil Pump Units
2,200.00	Superior - HLP 9 Mechanical Seal Repair
1,000.00	Unconventional Solutions - Viscotaq Outer Wrap for CP
400.00	Us Upfitters - Equipment for 2025 F150
23,000.00	Xerox - Annual Renewal of Trellix Licensing
10,000.00	Tai Ginsberg - Source Water Project
10,000.00	Marquardt
10,000.00	Julie - Quarterly Service
80,000.00	City of Elmhurst - Annual Fee
2,000.00	City of Elmhurst - Vehicle Stickers
4,000.00	Rossi
40,000.00	Benchmark - R-24-26
400,000.00	Baxter and Woodman/Boller - SCADA
50,000.00	Carollo Engineers - SCADA
20,000.00	Strand Associates - SCADA & Switchgear Improvement Project
1,000.00	Concentric - Misc. Project Support
7,000.00	Grainger - Misc. Hardware & Equipment
80,000.00	Schneider - Perimeter Security Hardware & Installation
9,000.00	Krueger Tower - Antenna Replacement & Repairs
5,000.00	Gasvoda - EIM Actuator Parts
60,000.00	Jacobs/Delve - Pipeline Engineering Assistance
100,000.00	CDM Smith - Switchgear Panel Construction
165,000.00	McWilliams - LXPS QRE Work
250,000.00	Mid-American Dynamis - LXPS Instrumentation Supplies
7,000.00	DeLasCasas - TO #8
50,000.00	V3 - Traffic Control Engineering
39,700.00	Cook County Real Estate Taxes - Northbrook Property
<u>2,732,475.00</u>	

WaterLink

4,000,000.00	Benchmark/D.Construction - TW-6/25 Section 1
1,000,000.00	Airy's, Inc - TW-6/25 Sections 2A/2B
100,000.00	Bowman - WaterLink CE
50,000.00	CBBEL - WaterLink CE
500,000.00	LAN - WaterLink Design
100,000.00	LAN - Owner's Advisor
200,000.00	Burns & McDonnell - WaterLink Program Management
200,000.00	Burns & McDonnell - WaterLink Book Road CE
100,000.00	Robinson Engineering- WaterLink Construction Staking
25,000.00	Arcadis - WaterLink ECOC
500,000.00	Airy's Inc - WaterLink - Section 2A Construction
500,000.00	Airy's Inc - WaterLink - Section 2B Construction
2,000.00	Forest Preserve of DuPage County - WaterLink Dewatering License Agreement
175,000.00	Val-Matic - Butterfly Valves
<u>7,452,000.00</u>	
<u>10,184,475.00</u>	



MEMORANDUM

To: Commissioners

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

Date: March 12, 2026

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

I reviewed the Luetkehans, Brady, Garner & Armstrong invoices for services rendered during the period of January 1, 2026 through January 31, 2026 and recommend it for approval. The invoices should be placed on the March 19, 2026 Commission meeting accounts payable.

January 2026
Luetkehans Brady Garner & Armstrong

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
General	\$15,647.50	56.90	\$275.00	Luetkehans (16.90 @ \$275/hr.) Armstrong (40.00 @275/hr.)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
MaRous & Company	\$0.00				
Misc:	\$81.20				
Total:	\$15,728.70	56.90	\$275.00		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
Source Water	\$5,885.00	21.40	\$275.00	Luetkehans (8.80 @275/hr.) Armstrong (0.60 @275/hr) Gonzales (12.00 @275/hr)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Hinshaw & Culbertson LLP	\$2,944.00				
Misc:	\$ 13.08				
Total:	\$8,842.08	21.40	\$275.00		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
MOY Land Acquisition	\$2,612.50	9.50	\$275.00	Luetkehans (4.40 @ \$275/hr.) Garner (5.10 @275/hr.)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Misc:	\$322.24				
Total:	\$2,934.74	9.50	\$275.00		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
MOY Construction	\$577.50	2.10	\$275.00	Luetkehans (1.50 @ \$275/hr.) Armstrong (0.60 @275/hr)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Misc:	\$0.00	0.00			
Total:	\$577.50	2.10	\$275.00		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
Chicago Contract	\$2,860.00	10.40	\$275.00	Luetkehans (8.40 @ \$275/hr) Garner (2.00 @ \$275/hr)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Georges & Synowiecki - Statement 41	\$250.00				
Georges & Synowiecki - Statement 3	\$550.00				
Misc:	\$0.00				
Total:	\$3,660.00	10.40	\$275.00		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
Judiciary	\$6,160.00	22.40	\$275.00	Luetkehans (7.30 @ \$275/hr) Gonzales (11.10 @ \$275/hr) Armstrong (4.00 @ \$275/hr)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Previous Balance Due	\$4,550.00				
Misc:	\$30.00				
Total:	\$10,740.00	22.40	\$275.00		
Total of all invoices:	\$42,483.02	122.70	\$275.00		



Resolution #: O-4-26

Account: 01-80-852010

Approvals: *Author / Manager / Finance / Admin*

JL JML CAP PDM

REQUEST FOR BOARD ACTION

Date: 3/12/2026

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-4-26 would authorize the General Manager, his staff and the Commission's attorneys and consultants to initiate negotiations for the acquisition of easements determined to be necessary to construct the WaterLink Pipeline Project.

In order to construct nearly 30 miles of pipeline needed for the WaterLink Pipeline Project, numerous easements through privately-owned properties will be required. While the project design seeks to minimize impacts to the impacted private properties by maintaining the alignment along the perimeter wherever possible, temporary and permanent easements will need to be negotiated by the Commission to acquire the necessary rights to construct the pipeline and maintain it into the future.

Each easement will be brought to the Board for approval on two occasions. The first approval will grant the General Manager and staff the authority to initiate negotiations and make an offer to the property owner up to a designated amount. The second will be to formally approve the final amount of compensation agreed upon by both parties. These actions will be brought forward for approval in groups, based on project prioritization and the progress of negotiations.

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

Recommended Motion:

To adopt Ordinance No. O-4-26

DUPAGE WATER COMMISSION

ORDINANCE NO. O-4-26

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 _____, 2026

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk
Board/Resolutions/2026/O-4-26.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., 2026.

[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 _____, 2026.

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 _____, 2026.

Notary Public

EXHIBIT A

Legal Description/Depiction of Permanent Easement Area

CP

Route: FW-1/25 (Section 1)
Section: 15-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0330 Permanent
Easement
Index No.: 03-15-400-002

That part of the South Half of Section 15, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the southeast corner of said Southwest Quarter of Section 15; thence South 88 degrees 46 minutes 59 seconds West along the south line of said Southwest Quarter a distance of 42.26 feet; thence North 17 degrees 40 minutes 34 seconds West a distance of 120.97 feet; thence North 10 degrees 23 minutes 19 seconds West a distance of 186.86 feet; thence North 03 degrees 32 minutes 50 seconds West a distance of 145.97 feet, to a line 53.00 feet east of and parallel with the west line of said 165.0 feet of the Southwest Quarter; thence North 01 degrees 14 minutes 58 seconds West along said parallel line a distance of 643.54 feet, to the north line of property conveyed per deed Document Number 2006-00032746 and the Point of Beginning; thence continuing North 01 degrees 14 minutes 58 seconds West along said parallel line a distance of 1455.62 feet; thence North 88 degrees 45 minutes 02 seconds East a distance of 5.00 feet, to a line 58.00 feet east of and parallel with the west line of said 165.0 feet of the Southwest Quarter; thence North 01 degrees 14 minutes 58 seconds West along said parallel line a distance of 77.15 feet, to a line 20.00 feet south of and parallel with the north line of the South Half of Section 15; thence North 88 degrees 47 minutes 13 seconds East along said parallel line a distance of 1445.26 feet, to a line 20.00 feet east of and parallel with the southerly prolongation of the west line of the East Half of the Northeast Quarter of said Section 15 as monumented and occupied; thence North 01 degrees 16 minutes 33 seconds West along said parallel line a distance of 20.00 feet, to said north line of the South Half of Section 15; thence South 88 degrees 47 minutes 13 seconds West along said north line a distance of 1465.25 feet, to a line 38.00 feet east of and parallel with the west line of said 165.00 feet of the Southwest Quarter; thence South 01 degrees 14 minutes 58 seconds East along said parallel line a distance of 1552.78 feet, to said north line of property conveyed per deed Document Number 2006-00032746; thence North 88 degrees 47 minutes 13 seconds East along said north line a distance of 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 1.209 acres, more or less or 52,682 square feet, more or less.

**TEMPORARY CONSTRUCTION
EASEMENT AGREEMENT**

THIS AGREEMENT is made as of this ____
day of _____, 2026 by and between

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

FOR RECORDER'S USE ONLY

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

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

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to GRANTOR:

Email:

with a copy to:

Email:

If to GRANTEE:

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

with a copy to:

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

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

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

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

GRANTOR:

GRANTEE:

DUPAGE WATER COMMISSION

By: _____

Its: _____

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

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

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

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

Given under my hand and notarial seal on this _____ day of _____, 2026.

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 _____, 2026.

Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

Route: FW-1/25 (Section 1)
Section: 15-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0330 Temporary
Easement
Index No.: 03-15-400-002

That part of the South Half of Section 15, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the southeast corner of said Southwest Quarter of Section 15; thence South 88 degrees 46 minutes 59 seconds West along the south line of said Southwest Quarter a distance of 42.26 feet; thence North 17 degrees 40 minutes 34 seconds West a distance of 120.97 feet; thence North 10 degrees 23 minutes 19 seconds West a distance of 186.86 feet; thence North 03 degrees 32 minutes 50 seconds West a distance of 145.97 feet, to a line 53.00 feet east of and parallel with the west line of said 165.0 feet of the Southwest Quarter; thence North 01 degrees 14 minutes 58 seconds West along said parallel line a distance of 643.54 feet, to the north line of property conveyed per deed Document Number 2006-00032746 and the Point of Beginning; thence continuing North 01 degrees 14 minutes 58 seconds West along said parallel line a distance of 1455.62 feet; thence North 88 degrees 45 minutes 02 seconds East a distance of 5.00 feet, to a line 58.00 feet east of and parallel with the west line of said 165.0 feet of the Southwest Quarter; thence North 01 degrees 14 minutes 58 seconds West along said parallel line a distance of 77.15 feet, to a line 20.00 feet south of and parallel with the north line of the South Half of Section 15; thence North 88 degrees 47 minutes 13 seconds East along said parallel line a distance of 1445.26 feet, to a line 20.00 feet east of and parallel with the southerly prolongation of the west line of the East Half of the Northeast Quarter of said Section 15 as monumented and occupied; thence North 01 degrees 16 minutes 33 seconds West along said parallel line a distance of 20.00 feet, to said north line of the South Half of Section 15; thence North 88 degrees 47 minutes 13 seconds East along said north line a distance of 40.00 feet, to a 60.00 feet east of and parallel with said southerly prolongation of the west line of the East Half of the Northeast Quarter of Section 15; thence South 01 degrees 16 minutes 33 seconds East along said parallel line a distance of 50.00 feet, to a line 70.00 feet south of and parallel said north line of the Southwest Quarter; thence South 88 degrees 47 minutes 13 seconds West along said parallel line a distance of 1465.27 feet, to a line 78.00 feet east of and parallel with the west line of said 165.00 feet of the Southwest Quarter; thence South 01

degrees 14 minutes 58 seconds East along said parallel line a distance of 1502.78 feet, to said north line of property conveyed per deed Document Number 2006-00032746; thence South 88 degrees 47 minutes 13 seconds West along said north line a distance of 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 1.898 acres, more or less or 82,692 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., 2026.

[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 _____, 2026.

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 _____, 2026.

Notary Public

EXHIBIT A

Legal Description/Depiction of Permanent Easement Area

Route: FW-1/25-Section 3
Section: 3-36-7
County: Kendall
Job No.: 23-R0494
Parcel: 0510 Permanent Easement

Index No.: 05-03-300-042 (FKA -029)

That part of the Northwest and Southwest Quarters of Section 3, Township 36 North, Range 7 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the southeast corner of said Northwest Quarter; thence North 01 degrees 21 minutes 14 seconds West along the east line of said Northwest Quarter a distance of 244.93 feet, to the southerly line of property conveyed per deed Document Number 2013-00024064; thence North 85 degrees 56 minutes 32 seconds West along said southerly line a distance of 4.78 feet, to the southwest corner of said property conveyed per deed Document Number 2013-00024064; thence North 13 degrees 56 minutes 32 seconds West along the westerly line of said property conveyed per deed Document Number 2013-00024064 a distance of 195.85 feet, to the southeasterly line of Illinois Route 71 per Document Number 2018-00002893; thence South 58 degrees 33 minutes 28 seconds West along said southeasterly line a distance of 30.43 feet, to the Point of Beginning; thence continuing South 58 degrees 33 minutes 28 seconds West along said southeasterly line a distance of 15.01 feet; thence South 29 degrees 08 minutes 07 seconds East a distance of 21.77 feet; thence South 04 degrees 36 minutes 54 seconds East a distance of 129.87 feet; thence South 02 degrees 33 minutes 24 seconds East a distance of 1168.23 feet, to a point 44.11 west of the east line of said Southwest Quarter as measured perpendicular to said east line through a point 903.20 feet south of the northeast corner of said Southwest Quarter as measured along said east line; thence South 00 degrees 38 minutes 26 seconds East a distance of 251.71 feet; thence North 89 degrees 02 minutes 35 seconds West a distance of 152.16 feet; thence South 89 degrees 24 minutes 37 seconds West a distance of 105.09 feet, to a point on the easterly line of property conveyed per deed Document Number 2025-00008078, said point being 113.57 feet north of the south line of said property conveyed per deed Document Number 2025-00008078 as measured along said easterly line; thence South 11 degrees 11 minutes 06 seconds East along said easterly line a distance of 15.26 feet; thence North 89 degrees 24 minutes 37 seconds East a distance of 102.08 feet; thence South 89 degrees 02 minutes 35 seconds East a distance of 167.38 feet; thence North 00 degrees 38 minutes 26 seconds West a distance of 267.38 feet; thence North 02 degrees 33 minutes 24

seconds West a distance of 1168.75 feet; thence North 04 degrees 36 minutes 54 seconds West a distance of 133.40 feet; thence North 29 degrees 08 minutes 07 seconds West a distance of 25.64 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.636 acres, more or less or 27,695 square feet, more or less.

**TEMPORARY CONSTRUCTION
EASEMENT AGREEMENT**

THIS AGREEMENT is made as of this ____
day of _____, 2026 by and between

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

FOR RECORDER'S USE ONLY

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

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

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to GRANTOR:

Email:

with a copy to:

Email:

If to GRANTEE:

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

with a copy to:

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

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

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

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

GRANTOR:

GRANTEE:

DUPAGE WATER COMMISSION

By: _____

Its: _____

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

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

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

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

Given under my hand and notarial seal on this _____ day of _____, 2026.

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 _____, 2026.

Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

Route: FW-1/25-Section 3
Section: 3-36-7
County: Kendall
Job No.: 23-R0494
Parcel: 0510 Temporary Easement

Index No.: 05-03-300-042 (FKA -029)

That part of the Northwest and Southwest Quarters of Section 3, Township 36 North, Range 7 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the southeast corner of said Northwest Quarter; thence North 01 degrees 21 minutes 14 seconds West along the east line of said Northwest Quarter a distance of 244.93 feet, to the southerly line of property conveyed per deed Document Number 2013-00024064; thence North 85 degrees 56 minutes 32 seconds West along said southerly line a distance of 4.78 feet, to the southwest corner of said property conveyed per deed Document Number 2013-00024064; thence North 13 degrees 56 minutes 32 seconds West along the westerly line of said property conveyed per deed Document Number 2013-00024064 a distance of 195.85 feet, to the southeasterly line of Illinois Route 71 per Document Number 2018-00002893; thence South 58 degrees 33 minutes 28 seconds West along said southeasterly line a distance of 45.44 feet, to the Point of Beginning; thence South 29 degrees 08 minutes 07 seconds East a distance of 21.77 feet; thence South 04 degrees 36 minutes 54 seconds East a distance of 129.87 feet; thence South 02 degrees 33 minutes 24 seconds East a distance of 1168.23 feet, to a point 44.11 west of the east line of said Southwest Quarter as measured perpendicular to said east line through a point 903.20 feet south of the northeast corner of said Southwest Quarter as measured along said east line; thence South 00 degrees 38 minutes 26 seconds East a distance of 251.71 feet; thence North 89 degrees 02 minutes 35 seconds West a distance of 152.16 feet; thence South 89 degrees 24 minutes 37 seconds West a distance of 105.09 feet, to a point on the easterly line of property conveyed per deed Document Number 2025-00008078, said point being 113.57 feet north of the south line of said property conveyed per deed Document Number 2025-00008078 as measured along said easterly line; thence North 11 degrees 11 minutes 06 seconds West along said easterly line a distance of 48.32 feet; thence North 89 degrees 24 minutes 37 seconds East a distance of 114.62 feet; thence South 89 degrees 02 minutes 35 seconds East a distance of 103.95 feet; thence North 00 degrees 38 minutes 26 seconds West a distance of 202.07 feet; thence North 02 degrees 33 minutes 24 seconds West a distance of 1166.59 feet; thence North 04 degrees 36 minutes 54 seconds West a distance of 118.69 feet; thence North

29 degrees 08 minutes 07 seconds West a distance of 8.42 feet, to said southeasterly line of Illinois Route 71 per Document Number 2018-00002893; thence North 56 degrees 13 minutes 49 seconds East along said southeasterly line a distance of 27.56 feet, to a bend; thence North 58 degrees 33 minutes 28 seconds East along said southeasterly line a distance of 20.05 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 1.932 acres, more or less or 84,167 square feet, more or less.



Resolution #: O-5-26

Account: 01-80-852010

Approvals: *Author / Manager / Finance / Admin*

JL JML CAP PDM

REQUEST FOR BOARD ACTION

Date: 3/12/2026

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

Agenda Section: Engineering & Construction

Originating Department: Engineering

Ordinance No. O-5-26 would authorize the General Manager, his staff and the Commission's attorneys and consultants to initiate negotiations for the acquisition of easements determined to be necessary to construct the WaterLink Pipeline Project.

In order to construct nearly 30 miles of pipeline needed for the WaterLink Pipeline Project, numerous easements through privately-owned properties will be required. While the project design seeks to minimize impacts to the impacted private properties by maintaining the alignment along the perimeter wherever possible, temporary and permanent easements will need to be negotiated by the Commission to acquire the necessary rights to construct the pipeline and maintain it into the future.

Each easement will be brought to the Board for approval on two occasions. The first approval will grant the General Manager and staff the authority to initiate negotiations and make an offer to the property owner up to a designated amount. The second will be to formally approve the final amount of compensation agreed upon by both parties. These actions will be brought forward for approval in groups, based on project prioritization and the progress of negotiations.

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

Recommended Motion:

To adopt Ordinance No. O-5-26

DUPAGE WATER COMMISSION

ORDINANCE NO. O-5-26

AN ORDINANCE AUTHORIZING THE NEGOTIATION FOR THE ACQUISITION OF REAL PROPERTY BY THE DUPAGE WATER COMMISSION 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 real property 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 Exhibit 1; and

WHEREAS, the Board of Commissioners of the Commission find that the real property as described in the attached Exhibit 1 should be acquired in fee simple and is necessary and desirable for the purposes as hereinabove set forth; and

WHEREAS, the Commission has determined a valuation for said real property 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 real property as described in Exhibit 1 attached hereto, be acquired by the Commission for one or more of the purposes set forth.

SECTION THREE: That the General Manager, his staff and the Commission's attorneys and consultants be, and hereby are, authorized and directed to negotiate for the acquisition of the real property as described in the attached Exhibit 1, 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 _____, 2026

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk
Board/Resolutions/2026/O-5-26.docx

Exhibit 1

Parcel 0236

Lot 75 of Resubdivision of part of Marina Village, in the Northwest Quarter of Section 8, Township 37 North, Range 8 East of the Third Principal Meridian, in the Township of Oswego, in Kendall County, Illinois.

Area = 22,173 Square Feet or 0.509 Acres



Resolution #: O-6-26

Account: 01-80-852010

Approvals: *Author / Manager / Finance / Admin*

JL JML CAP PDM

REQUEST FOR BOARD ACTION

Date: 3/12/2026

Description: **An Ordinance Authorizing the Acquisition of Easements by the DuPage Water Commission Over Certain Property for the Purpose of Providing Water to the Village of Montgomery, the Village of Oswego and the United City of Yorkville**

Agenda Section: Engineering & Construction

Originating Department: Engineering

Ordinance No. O-6-26 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-6-26 are those that have already been negotiated, with an amount of compensation having been agreed upon by both parties, pending Board approval.

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

Recommended Motion:

To adopt Ordinance No. O-6-26

DUPAGE WATER COMMISSION

ORDINANCE NO. O-6-26

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

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

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

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

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

WHEREAS, the Commission has previously found that it is in the best interests of the Commission and instructed the General Manager and his staff to take the necessary steps to construct the Waterworks Improvements that are necessary to comply with the terms of the Purchase and Sale Agreements; and

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

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

WHEREAS, the Board of Commissioners of the Commission find that the easements over the parcels of real estate as described in the attached Exhibits 1 through 5 (the "Subject Properties") should be acquired and are necessary and desirable for the purposes as hereinabove set forth; and

WHEREAS, for this purpose, the Board of Commissioners of the Commission adopted Ordinance Nos. O-14-25 and O-1-26 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 5 (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 5; and

WHEREAS, the Commission has determined that the total cost for the purchase of the Easements in the amount of \$27,454.81 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 5 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 5.

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 _____, 2026.

James Zay, Chairman

ATTEST:

Danna Mundall, Clerk
Board/Resolutions/2026/O-6-26.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, control
cabinets and other facilities and equipment related thereto (hereinafter “Grantee’s Facilities”), in, upon,
under, along and across the following described property (hereinafter “Easement Premises”), whether below
grade or above grade:

SEE EXHIBIT “A” ATTACHED HERETO.

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

Grantee shall restore that portion of Grantor’s Property damaged and/or disturbed by Grantee during the
original installation of Grantee’s Facilities on the Easement Premises and during any subsequent
maintenance, repair, replacement or removal of Grantee’s Facilities on the Easement Premises to a condition
as good as, or better than, that which existed immediately prior to Grantee entering Grantor’s Property for
such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent
upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a
timely manner.

To the fullest extent permitted by law, the Grantee agrees to indemnify, defend and hold Grantor, its officers,
directors, employees and tenants harmless from and against all liability, claims, damages, losses and

reasonable expenses arising out of or resulting from the Easement Agreement, excepting, however, any such matters which arise out of the acts or omissions of Grantor or their agents, employees, successors, assigns, heirs, administrators, executors or affiliates.

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

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

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

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this _____ day of _____, A.D., 2026.

[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 _____, 2026.

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 _____, 2026.

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: 0109 Permanent Easement

Index No.: 03-12-100-015

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 northeast corner of the Northwest Quarter of said Northwest Quarter; thence South 01 degrees 03 minutes 09 seconds East along the east line of said Northwest 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 South 89 degrees 04 minutes 52 seconds West along said parallel line a distance of 40.00 feet, to a line 40.00 feet west of and parallel with the east line of said Northwest Quarter of the Northwest Quarter; thence North 01 degrees 03 minutes 09 seconds West along said parallel line a distance of 15.00 feet, to a line 125.00 feet south of and parallel with said north line of the Northwest Quarter; thence North 89 degrees 04 minutes 52 seconds East along said parallel line a distance of 30.00 feet, to a line 10.00 feet west of and parallel with the east line of said Northwest Quarter of the Northwest Quarter; thence North 01 degrees 03 minutes 09 seconds West along said parallel line a distance of 125.00 feet, to said north line of the Northwest Quarter; thence North 89 degrees 04 minutes 52 seconds East 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 0.042 acres, more or less or 1,850 square feet, more or less.

**TEMPORARY CONSTRUCTION
EASEMENT AGREEMENT**

THIS AGREEMENT is made as of this ____
day of _____, 2026 by and between

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

FOR RECORDER'S USE ONLY

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

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

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to GRANTOR:

Email:

with a copy to:

Email:

If to GRANTEE:

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

with a copy to:

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

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

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

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

GRANTOR:

GRANTEE:

DUPAGE WATER COMMISSION

By: _____

Its: _____

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

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

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

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

Given under my hand and notarial seal on this _____ day of _____, 2026.

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 _____, 2026.

Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

Route: TW-6/25 (Section 2
Section: 12-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0109 Temporary Easement

Index No.: 03-12-100-015

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:

Commencing at the northeast corner of the Northwest Quarter of said Northwest Quarter; thence South 01 degrees 03 minutes 09 seconds East along the east line of said Northwest 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 South 89 degrees 04 minutes 52 seconds West along said parallel line a distance of 40.00 feet, to a line 40.00 feet west of and parallel with the east line of said Northwest Quarter of the Northwest Quarter; thence North 01 degrees 03 minutes 09 seconds West along said parallel line a distance of 15.00 feet, to a line 125.00 feet south of and parallel with said north line of the Northwest Quarter and the Point of Beginning; thence North 89 degrees 04 minutes 52 seconds East along said parallel line a distance of 30.00 feet, to a line 10.00 feet west of and parallel with the east line of said Northwest Quarter of the Northwest Quarter; thence North 01 degrees 03 minutes 09 seconds West along said parallel line a distance of 125.00 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 30.00 feet, to said line 40.00 feet west of and parallel with the east line of the Northwest Quarter of the Northwest Quarter; thence South 01 degrees 03 minutes 09 seconds East along said parallel line a distance of 125.00 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.086 acres, more or less or 3,750 square feet, more or less.

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

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

SEE EXHIBIT “A” ATTACHED HERETO.

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this _____ day of _____, A.D., 2026.

[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 _____, 2026.

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 _____, 2026.

Notary Public

EXHIBIT A

Legal Description/Depiction of Permanent Easement Area

Route: TW-6/25 (Section 3)
Section: 3-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0205 Permanent Easement

Index No.: 03-03-400-002

That part of the East Half of the Southeast Quarter of Section 3, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Beginning at the intersection of the south line of said Southeast Quarter of Section 3 with a line 622.50 feet west of and parallel with the east line of said Southeast Quarter of Section 3, as measured along said south line of the Southeast Quarter of Section 3; thence North 00 degrees 54 minutes 38 seconds West along said parallel line a distance of 25.00 feet, to a line 25.00 north of and parallel with said south line of the Southeast Quarter of Section 3; thence South 88 degrees 54 minutes 01 seconds West along said parallel line a distance of 68.94 feet; thence South 43 degrees 53 minutes 42 seconds West a distance of 35.35 feet, to said south line of the Southeast Quarter of Section 3; thence North 88 degrees 54 minutes 01 seconds East along said south line a distance of 93.86 feet, to the Point of Beginning, 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 0.047 acres, more or less or 2,035 square feet, more or less.

**TEMPORARY CONSTRUCTION
EASEMENT AGREEMENT**

THIS AGREEMENT is made as of this ____
day of _____, 2026 by and between

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

FOR RECORDER'S USE ONLY

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

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

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to GRANTOR:

Email:

with a copy to:

Email:

If to GRANTEE:

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

with a copy to:

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

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

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

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

GRANTOR:

GRANTEE:

DUPAGE WATER COMMISSION

By: _____

Its: _____

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

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

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

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

Given under my hand and notarial seal on this _____ day of _____, 2026.

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 _____, 2026.

Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

Route: TW-6/25 (Section 3)
Section: 3-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0205 Temporary Easement

Index No.: 03-03-400-002

That part of the East Half of the Southeast Quarter of Section 3, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the intersection of the south line of said Southeast Quarter of Section 3 with a line 622.50 feet west of and parallel with the east line of said Southeast Quarter of Section 3, as measured along said south line of the Southeast Quarter of Section 3; thence North 00 degrees 54 minutes 38 seconds West along said parallel line a distance of 25.00 feet, to a line 25.00 feet north of and parallel with said south line of the Southeast Quarter of Section 3, and the Point of Beginning; thence South 88 degrees 54 minutes 01 seconds West along said parallel line a distance of 68.94 feet; thence South 43 degrees 53 minutes 42 seconds West a distance of 35.35 feet, to a point on said south line of the Southeast Quarter of Section 3, which point is 93.86 feet west of the point of commencement; thence South 88 degrees 54 minutes 01 seconds West along said south line a distance of 16.15 feet, to a line 732.50 feet west of and parallel with said east line of the Southeast Quarter of Section 3; thence North 00 degrees 54 minutes 38 seconds West along said parallel line a distance of 85.00 feet, to a line 85.00 feet north of and parallel with said south line of the Southeast Quarter of Section 3; thence North 88 degrees 54 minutes 01 seconds East along said parallel line a distance of 110.00 feet, to said line 622.50 feet west of and parallel with the east line of said Southeast Quarter of Section 3; thence South 00 degrees 54 minutes 38 seconds East along said parallel line a distance of 60.00 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 0.168 acres, more or less or 7,314 square feet, more or less.

**TEMPORARY CONSTRUCTION
EASEMENT AGREEMENT**

THIS AGREEMENT is made as of this ____
day of _____, 2026 by and between

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

FOR RECORDER'S USE ONLY

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

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

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to GRANTOR:

Email:

with a copy to:

Email:

If to GRANTEE:

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

with a copy to:

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

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

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

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

GRANTOR:

GRANTEE:

DUPAGE WATER COMMISSION

By: _____

Its: _____

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

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

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

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

Given under my hand and notarial seal on this _____ day of _____, 2026.

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 _____, 2026.

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-7-26

Account: 01-80-852010

Approvals: *Author / Manager / Finance / Admin*

JL JML CAP PDM

REQUEST FOR BOARD ACTION

Date: 3/12/2026

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

Agenda Section: Engineering & Construction

Originating Department: Engineering

Ordinance No. O-7-26 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-7-26 are those that have already been negotiated, with an amount of compensation having been agreed upon by both parties, pending Board approval.

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

Recommended Motion:

To adopt Ordinance No. O-7-26

DUPAGE WATER COMMISSION

ORDINANCE NO. O-7-26

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

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

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

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

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

WHEREAS, the Commission has previously found that it is in the best interests of the Commission and instructed the General Manager and his staff to take the necessary steps to construct the Waterworks Improvements that are necessary to comply with the terms of the Purchase and Sale Agreements; and

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

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

WHEREAS, for this purpose, the Board of Commissioners of the Commission adopted Ordinance No. O-5-25 finding that easements over the properties set forth in Exhibits 16 through 17 (the "Subject Property") should be required and 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 Property as set forth in Exhibits 16 through 17 (the "Easements"); and

WHEREAS, during negotiations with the owner of the Subject Property, the owners asked the Commission to relocate the Easements to assist any future development of the Subject Property in the future – the relocated easements are attached hereto as Exhibits 1 through 3 (the "Relocated Easements"); and

WHEREAS, the Board of Commissioners of the Commission find that the locations of the Relocated Easements are appropriate and should be acquired and are necessary and desirable for the purposes as hereinabove set forth; and

WHEREAS, the owner of the Subject Property have agreed to sell the Relocated Easements in accordance with the terms set forth in Exhibits 1 through 3; and

WHEREAS, the Commission has determined that the total cost for the purchase of the Relocated Easements in the amount of \$50,000.00 is reasonable; and

WHEREAS, the Commission has determined that the terms for the purchase of the Easements are reasonable.

NOW, THEREFORE, be it ordained by the Board of Commissioners of the DuPage Water Commission, a Water Commission Authority existing under the laws of the State of Illinois, as follows:

SECTION ONE: The recitals set forth hereinabove shall be and are hereby incorporated as if said

recitals were fully set forth within this Section One.

SECTION TWO: That it is necessary and desirable that the Relocated Easements described in Exhibits 1 through 3 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 Relocated Easements over the Subject Property as described in Exhibits 1 through 3.

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 _____, 2026.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk
Board/Resolutions/2026/O-7-26.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., 2026.

[OWNER NAME]

GRANTEE: DUPAGE WATER COMMISSION

By: Paul May, General Manager

ATTEST:

By: Danna Mundall, Clerk

This document prepared by
and returned to:

Property Address:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive
Suite 305
West Chicago, IL 60185

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 _____, 2026.

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 _____, 2026.

Notary Public

EXHIBIT A

Legal Description/Depiction of Permanent Easement Area

Route: TW-6/25 (Section 2)
Section: 5-37-9
County: Will
Job No.: 23-R0494
Parcel: 0011 Permanent Easement

Index No.: 07-01-05-300-014

That part of the Southeast Quarter of the Southwest Quarter of Section 5, Township 37 North, Range 9 East of the Third Principal Meridian, 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 the Southwest Quarter of said Section 5; thence South 88 degrees 36 minutes 17 seconds West along the south line of said Southwest Quarter a distance of 284.42 feet, to the west line of property conveyed per deed recorded August 26, 1926, as Document Number 398040; thence North 01 degrees 33 minutes 46 seconds West along said west line a distance of 480.29 feet, to the Point of Beginning; thence continuing North 01 degrees 33 minutes 46 seconds West along said west line a distance of 20.01 feet; thence South 89 degrees 45 minutes 07 seconds West a distance of 115.88 feet; thence South 44 degrees 45 minutes 07 seconds West a distance of 20.94 feet, to a line 20.00 feet west of and parallel with the west line of a 100' wide right of way to Natural Gas Pipeline Company of America recorded June 25, 1963, as Document Number 986767; thence South 01 degrees 44 minutes 06 seconds East along said parallel line a distance of 173.57 feet, to a line 20.00 feet northwesterly of and parallel with the northwesterly line of property conveyed per deed recorded July 22, 1974, as Document Number R74-017546; thence South 59 degrees 45 minutes 19 seconds West along said parallel line and along a line 20.00 feet northwesterly of and parallel with the northwesterly line of property conveyed per deed recorded May 6, 1960, as Document Number 903074 a distance of 233.34 feet, to a line 20.00 feet north of and parallel with the west most north line of said property conveyed per Document Number 903074; thence South 88 degrees 02 minutes 17 seconds West along said parallel line a distance of 677.90 feet; thence South 43 degrees 36 minutes 17 seconds West a distance of 28.57 feet, to a point on said west most north line of property conveyed per Document Number 903074, which point is 4.43 feet east of the west line of said Southeast Quarter of the Southwest Quarter of Section 5 as measured along said west most north line; thence North 88 degrees 02 minutes 17 seconds East along said west most north line a distance of 703.34 feet, to a bend; thence North 59 degrees 45 minutes 19 seconds East along said northwesterly line of property conveyed per Document Number 903074 and along said northwesterly line

of property conveyed per Document Number R74-017546 a distance of 250.27 feet, to said west line of a 100' wide right of way to Natural Gas Pipeline Company of America per Document Number 986767; thence North 01 degrees 44 minutes 06 seconds West along said west line a distance of 176.88 feet; thence North 44 degrees 45 minutes 07 seconds East a distance of 4.07 feet; thence North 89 degrees 45 minutes 07 seconds East a distance of 108.06 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.566 acres, more or less or 24,642 square feet, more or less.

**TEMPORARY CONSTRUCTION
EASEMENT AGREEMENT**

THIS AGREEMENT is made as of this ____
day of _____, 2026 by and between

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

FOR RECORDER'S USE ONLY

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

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

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to GRANTOR:

Email:

with a copy to:

Email:

If to GRANTEE:

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

with a copy to:

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

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

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

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

GRANTOR:

GRANTEE:

DUPAGE WATER COMMISSION

By: _____

Its: _____

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

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

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

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

Given under my hand and notarial seal on this _____ day of _____, 2026.

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 _____, 2026.

Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

Route: TW-6/25 (Section 2)
Section: 5-37-9
County: Will
Job No.: 23-R0494
Parcel: 0011 Temporary
Easement 1

Index No.: 07-01-05-300-014

That part of the Southeast Quarter of the Southwest Quarter of Section 5, Township 37 North, Range 9 East of the Third Principal Meridian, 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 the Southwest Quarter of said Section 5; thence South 88 degrees 36 minutes 17 seconds West along the south line of said Southwest Quarter a distance of 284.42 feet, to the west line of property conveyed per deed recorded August 26, 1926, as Document Number 398040; thence North 01 degrees 33 minutes 46 seconds West along said west line a distance of 500.30 feet; thence South 89 degrees 45 minutes 07 seconds West a distance of 102.73 feet, to the Point of Beginning; thence continuing South 89 degrees 45 minutes 07 seconds West a distance of 13.15 feet; thence South 44 degrees 45 minutes 07 seconds West a distance of 20.94 feet, to a line 20.00 feet west of and parallel with the west line of a 100' wide right of way to Natural Gas Pipeline Company of America recorded June 25, 1963, as Document Number 986767; thence South 01 degrees 44 minutes 06 seconds East along said parallel line a distance of 173.57 feet, to a line 20.00 feet northwesterly of and parallel with the northwesterly line of property conveyed per deed recorded July 22, 1974, as Document Number R74-017546; thence South 59 degrees 45 minutes 19 seconds West along said parallel line and along a line 20.00 feet northwesterly of and parallel with the northwesterly line of property conveyed per deed recorded May 6, 1960, as Document Number 903074 a distance of 233.34 feet, to a line 20.00 feet north of and parallel with the west most north line of said property conveyed per Document Number 903074; thence South 88 degrees 02 minutes 17 seconds West along said parallel line a distance of 677.90 feet; thence South 43 degrees 36 minutes 17 seconds West a distance of 28.57 feet, to said west most north line of property conveyed per Document Number 903074; thence South 88 degrees 02 minutes 17 seconds West along said west most north line a distance of 4.43 feet, to the west line of said Southeast Quarter of the Southwest Quarter of Section 5; thence North 01 degrees 28 minutes 53 seconds West along said west line a distance of 80.00 feet, to a line 80.00 feet north of and parallel with said west most north line of property conveyed per Document

Number 903074; thence North 88 degrees 02 minutes 17 seconds East along said parallel line a distance of 686.95 feet, to a line 80.00 feet northwesterly of and parallel with the northwesterly line of property conveyed per deed recorded May 6, 1960, as Document Number 903074; thence North 59 degrees 45 minutes 19 seconds East along said parallel line and along a line 80.00 feet northwesterly of and parallel with said property conveyed per Document Number R74-017546 a distance of 182.53 feet, to a line 80.00 feet west of and parallel with the west line of said 100' wide right of way to Natural Gas Pipeline Company of America per Document Number 986767; thence North 01 degrees 44 minutes 06 seconds West along said parallel line a distance of 214.27 feet; thence North 89 degrees 45 minutes 07 seconds East a distance of 88.36 feet, to a line 8.33 feet east of and parallel with said west line of a 100' wide right of way to Natural Gas Pipeline Company of America per Document Number 986767; thence South 01 degrees 44 minutes 06 seconds East along said parallel line a distance of 60.02 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 1.610 acres, more or less or 70,140 square feet, more or less.

**TEMPORARY CONSTRUCTION
EASEMENT AGREEMENT**

THIS AGREEMENT is made as of this ____
day of _____, 2026 by and between

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

FOR RECORDER'S USE ONLY

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

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

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to GRANTOR:

Email:

with a copy to:

Email:

If to GRANTEE:

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

with a copy to:

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

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

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

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

GRANTOR:

GRANTEE:

DUPAGE WATER COMMISSION

By: _____

Its: _____

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

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

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

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

Given under my hand and notarial seal on this _____ day of _____, 2026.

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 _____, 2026.

Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

Route: TW-6/25 (Section 2)
Section: 5-37-9
County: Will
Job No.: 23-R0494
Parcel: 0011 Temporary
Easement 2

Index No.: 07-01-05-300-014

That part of the Southeast Quarter of the Southwest Quarter of Section 5, Township 37 North, Range 9 East of the Third Principal Meridian, 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 the Southwest Quarter of said Section 5; thence South 88 degrees 36 minutes 17 seconds West along the south line of said Southwest Quarter a distance of 284.42 feet, to the west line of property conveyed per deed recorded August 26, 1926, as Document Number 398040; thence North 01 degrees 33 minutes 46 seconds West along said west line a distance of 500.30 feet; thence South 89 degrees 45 minutes 07 seconds West a distance of 102.73 feet, to a line 8.33 feet east of and parallel with the west line of a 100' wide right of way to Natural Gas Pipeline Company of America recorded June 25, 1963, as Document Number 986767; thence South 01 degrees 44 minutes 06 seconds East along said parallel line a distance of 20.00 feet, to the Point of Beginning; thence continuing South 01 degrees 44 minutes 06 seconds East along said parallel line a distance of 20.01 feet; thence South 89 degrees 45 minutes 07 seconds West a distance of 8.33 feet, to said west line of property conveyed per deed Document Number 398040; thence North 01 degrees 44 minutes 06 seconds West along said west line a distance of 17.13 feet; thence North 44 degrees 45 minutes 07 seconds East a distance of 4.07 feet; thence North 89 degrees 45 minutes 07 seconds East a distance of 5.38 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 0.004 acres, more or less or 162 square feet, more or less.



Resolution #: O-8-26

Account: 01-80-852010

Approvals: *Author / Manager / Finance / Admin*

JL JML CAP PDM

REQUEST FOR BOARD ACTION

Date: 3/12/2026

Description: An Ordinance Providing for the Acquisition Through Negotiation or Condemnation of Easements by the DuPage Water Commission Over Certain Property for the Purpose of Providing Water to the Village of Montgomery, the Village of Oswego and the United City of Yorkville

Agenda Section: Engineering & Construction

Originating Department: Engineering

Ordinance No. O-8-26 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 via condemnation, if necessary.

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. In most cases, the second approval will formalize the final settlement amount. However, in some cases where negotiations do not yield an agreement, the second Board action will seek approval to proceed with condemnation proceedings.

The items brought forward under Ordinance O-8-26 are those wherein the owner is either unable to be identified, refuses to respond to attempted negotiations, or where negotiations have been initiated with an agreement unable to be reached.

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

Recommended Motion:

To adopt Ordinance No. O-8-26

DUPAGE WATER COMMISSION

ORDINANCE NO. O-8-26

AN ORDINANCE PROVIDING FOR THE ACQUISITION THROUGH NEGOTIATION OR CONDEMNATION 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 (PIN 03-27-301-004)

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 has previously 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, 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 2 (the "Subject Property"); and

WHEREAS, the Commission has previously enacted Ordinance No. 0-7-25 providing authority to the General Manager, his staff and the Commission's attorneys and consultants to negotiate for the acquisition of easements over the Subject Property; and

WHEREAS, the Commission has attempted to negotiate easements over the Subject Property with the owner of the Subject Property, Peggy McWethy Sutton as Trustee of the Peggy McWethy Sutton Declaration of Trust date February 12, 2010, but has been unable to agree with the owner of the Subject Property regarding just compensation; and

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 Subject Property, as described in Exhibits 1 through 2 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 take the necessary steps, either by

negotiation or condemnation to acquire the easements over the Subject Property in the forms attached hereto in Exhibits 1 through 2.

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 _____, 2026.

James Zay, Chairman

ATTEST:

Danna Mundall, Clerk
Board/Resolutions/2026/O-8-26.doc

**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., 2026.

[OWNER NAME]

GRANTEE: DUPAGE WATER COMMISSION

By: Paul May, General Manager

ATTEST:

By: Danna Mundall, Clerk

This document prepared by
and returned to:

Property Address:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive
Suite 305
West Chicago, IL 60185

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 _____, 2026.

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 _____, 2026.

Notary Public

EXHIBIT A

Legal Description/Depiction of Permanent Easement Area

Route: FW-1/25 (Section 2)
Section: 27 & 28-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0403 Permanent
Easement
Index No.: 03-27-301-004

That part of a tract of land in the Southwest Quarter of Section 27 and in the Southeast Quarter of Section 28, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northwest corner of said tract of land; thence South 00 degrees 11 minutes 13 seconds East along the west line of said tract of land a distance of 38.64 feet, to the Point of Beginning; thence continuing South 00 degrees 11 minutes 13 seconds East along said west line a distance of 15.00 feet; thence North 89 degrees 12 minutes 05 seconds East a distance of 137.22 feet, to a point on the west line of said Southwest Quarter of Section 27 which point is 53.18 feet south of the northeast corner of said Southwest Quarter of Section 27; thence continuing North 89 degrees 12 minutes 05 seconds East a distance of 16.80 feet; thence South 45 degrees 47 minutes 55 seconds East a distance of 18.62 feet; thence North 89 degrees 36 minutes 33 seconds East a distance of 737.90 feet, to a point on the east line of said tract of land, which point is 78.34 feet south of the northeast corner of said tract of land; thence North 03 degrees 11 minutes 13 seconds West along said east line a distance of 15.02 feet; thence South 89 degrees 36 minutes 33 seconds West a distance of 731.01; thence North 45 degrees 47 minutes 55 seconds West a distance of 18.69 feet; thence South 89 degrees 12 minutes 05 seconds West a distance of 23.20 feet, to said west line of the Southwest Quarter of Section 27; thence continuing South 89 degrees 12 minutes 05 seconds West a distance of 136.88 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 tract of land described as part of said Southwest Quarter of Section 27 and part of said Southeast Quarter of Section 28 described as Beginning at the northeast corner of said Southeast Quarter; thence west along the north line of said Southeast Quarter 136.0 feet; thence southerly along a line which forms an angle of 90 degrees 25 minutes 00 seconds with the last described course, measured clockwise therefrom 567.0 feet; thence easterly along a line which forms an angle of 89 degrees 05 minutes 00 seconds with the last described course, measured clockwise therefrom 931.0 feet; thence northerly along a line which forms an angle of 87 degrees 55 minutes 00

seconds with the last described course, measured clockwise therefrom 567.55 feet, to the north line of said Southwest Quarter; thence westerly along said north line which forms an angle of 91 degrees 58 minutes 33 seconds with the last described course, measured clockwise therefrom 765.30 feet, to the Point of Beginning of said tract of land.

Said parcel containing 0.313 acres, more or less or 13,654 square feet, more or less.

**TEMPORARY CONSTRUCTION
EASEMENT AGREEMENT**

THIS AGREEMENT is made as of this ____
day of _____, 2026 by and between

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

FOR RECORDER'S USE ONLY

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

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

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to GRANTOR:

Email:

with a copy to:

Email:

If to GRANTEE:

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

with a copy to:

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

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

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

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

GRANTOR:

GRANTEE:

DUPAGE WATER COMMISSION

By: _____

Its: _____

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

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

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

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

Given under my hand and notarial seal on this _____ day of _____, 2026.

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 _____, 2026.

Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

Route: FW-1/25 (Section 2)
Section: 27 & 28-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0403 Temporary
Easement
Index No.: 03-27-301-004

That part of a tract of land in the Southwest Quarter of Section 27 and in the Southeast Quarter of Section 28, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northwest corner of said tract of land; thence South 00 degrees 11 minutes 13 seconds East along the west line of said tract of land a distance of 53.64 feet, to the Point of Beginning; thence North 89 degrees 12 minutes 05 seconds East a distance of 137.22 feet, to a point on the west line of said Southwest Quarter of Section 27 which point is 53.18 feet south of the northeast corner of said Southwest Quarter of Section 27; thence continuing North 89 degrees 12 minutes 05 seconds East a distance of 16.80 feet; thence South 45 degrees 47 minutes 55 seconds East a distance of 18.62 feet; thence North 89 degrees 36 minutes 33 seconds East a distance of 737.90 feet, to a point on the east line of said tract of land, which point is 78.34 feet south of the northeast corner of said tract of land; thence South 03 degrees 11 minutes 13 seconds East along said east line a distance of 25.03 feet; thence South 89 degrees 36 minutes 33 seconds West a distance of 768.44, to said west line of the Southwest Quarter of Section 27; thence North 01 degrees 30 minutes 03 seconds West along said west line a distance of 22.96 feet; thence South 89 degrees 12 minutes 05 seconds West a distance of 137.57 feet, to the west line of said tract of land; thence North 00 degrees 11 minutes 13 seconds West along said west line a distance of 15.00 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said tract of land described as part of said Southwest Quarter of Section 27 and part of said Southeast Quarter of Section 28 described as Beginning at the northeast corner of said Southeast Quarter; thence west along the north line of said Southeast Quarter 136.0 feet; thence southerly along a line which forms an angle of 90 degrees 25 minutes 00 seconds with the last described course, measured clockwise therefrom 567.0 feet; thence easterly along a line which forms an angle of 89 degrees 05 minutes 00 seconds with the last described course, measured clockwise therefrom 931.0 feet; thence northerly along a line which forms an angle of 87 degrees 55 minutes 00

seconds with the last described course, measured clockwise therefrom 567.55 feet, to the north line of said Southwest Quarter; thence westerly along said north line which forms an angle of 91 degrees 58 minutes 33 seconds with the last described course, measured clockwise therefrom 765.30 feet, to the Point of Beginning of said tract of land.

Said parcel containing 0.495 acres, more or less or 21,566 square feet, more or less.



Resolution #: O-9-26

Account: 01-80-852010

Approvals: *Author / Manager / Finance / Admin*

JL JML CAP PDM

REQUEST FOR BOARD ACTION

Date: 3/12/2026

Description: An Ordinance Providing for the Acquisition Through Negotiation or Condemnation of Easements by the DuPage Water Commission Over Certain Property for the Purpose of Providing Water to the Village of Montgomery, the Village of Oswego and the United City of Yorkville

Agenda Section: Engineering & Construction

Originating Department: Engineering

Ordinance No. O-9-26 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 via condemnation, if necessary.

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. In most cases, the second approval will formalize the final settlement amount. However, in some cases where negotiations do not yield an agreement, the second Board action will seek approval to proceed with condemnation proceedings.

The items brought forward under Ordinance O-9-26 are those wherein the owner is either unable to be identified, refuses to respond to attempted negotiations, or where negotiations have been initiated with an agreement unable to be reached.

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

Recommended Motion:

To adopt Ordinance No. O-9-26

DUPAGE WATER COMMISSION

ORDINANCE NO. O-9-26

AN ORDINANCE PROVIDING FOR THE ACQUISITION THROUGH NEGOTIATION OR CONDEMNATION 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 (PIN 03-27-301-005)

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 has previously 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, 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 3 (the "Subject Property"); and

WHEREAS, the Commission has previously enacted Ordinance No. 0-7-25 providing authority to the General Manager, his staff and the Commission's attorneys and consultants to negotiate for the acquisition of easements over the Subject Property; and

WHEREAS, the Commission has attempted to negotiate easements over the Subject Property with the owner of the Subject Property, Peggy McWethy Sutton as Trustee of the Peggy McWethy Sutton Declaration of Trust date February 12, 2010, but has been unable to agree with the owner of the Subject Property regarding just compensation; and

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 Subject Property, as described in Exhibits 1 through 3 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 take the necessary steps, either by

negotiation or condemnation to acquire the easements over the Subject Property in the forms attached hereto in Exhibits 1 through 3.

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 _____, 2026.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk
Board/Resolutions/2026/O-9-26.doc

**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., 2026.

[OWNER NAME]

GRANTEE: DUPAGE WATER COMMISSION

By: Paul May, General Manager

ATTEST:

By: Danna Mundall, Clerk

This document prepared by
and returned to:

Property Address:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive
Suite 305
West Chicago, IL 60185

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 _____, 2026.

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 _____, 2026.

Notary Public

EXHIBIT A

Legal Description/Depiction of Permanent Easement Area

Route: FW-1/25 (Section 2)
Section: 27-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0401 Permanent
Easement
Index No.: 03-27-301-005

That part of a tract of land in the Southwest 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 tract of land; thence South 04 degrees 27 minutes 55 seconds East along the west line of said tract of land a distance of 71.74 feet, to the Point of Beginning; thence North 89 degrees 36 minutes 33 seconds East a distance of 114.13 feet; thence North 36 degrees 18 minutes 16 seconds East a distance of 92.70 feet, to a point on the north line of said tract of land, which point is 174.64 feet east of the northwest corner of said tract of land; thence North 88 degrees 42 minutes 05 seconds East along said north line a distance of 18.93 feet; thence South 36 degrees 18 minutes 16 seconds West a distance of 111.78 feet; thence South 89 degrees 36 minutes 33 seconds West a distance of 120.59 feet, to said west line of a tract of land; thence North 04 degrees 27 minutes 55 seconds West along said west line a distance of 15.04 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 tract of land described as part of said Southwest Quarter of Section 27 described as Commencing at the northwest corner of said Southwest feet for a Point of Beginning; thence southerly along a line which forms an angle of 93 degrees 10 minutes 00 seconds with the last described course, measured counterclockwise therefrom 570.0 feet; thence southerly along a line which forms an angle of 183 degrees 15 minutes 13 seconds with the last described course, measured clockwise therefrom, 321.72 feet; thence easterly along a line which forms an angle of 93 degrees 00 minutes 00 seconds with the last described course, measured clockwise therefrom, 410.0 feet; thence easterly along a line which forms an angle of 178 degrees 30 minutes 00 seconds with the last described course, measured clockwise therefrom 252.23 feet, to the west line of Leisure-Lea, Unit No. 2 as monumented; thence northerly along said west line, which forms an angle of 88 degrees 13 minutes 49 seconds with the last described course, measured clockwise therefrom 919.92 feet, to the northeast corner of the West Half of the East Half of said Southwest Quarter; thence Westerly along said north line 689.61 feet, to the Point of Beginning of said tract of land.

Said parcel containing 0.076 acres, more or less or 3,294 square feet, more or less.

**TEMPORARY CONSTRUCTION
EASEMENT AGREEMENT**

THIS AGREEMENT is made as of this ____
day of _____, 2026 by and between

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

FOR RECORDER'S USE ONLY

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

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

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to GRANTOR:

Email:

with a copy to:

Email:

If to GRANTEE:

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

with a copy to:

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

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

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

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

GRANTOR:

GRANTEE:

DUPAGE WATER COMMISSION

By: _____

Its: _____

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

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

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

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

Given under my hand and notarial seal on this _____ day of _____, 2026.

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 _____, 2026.

Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

Route: FW-1/25 (Section 2)
Section: 27-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0401 Temporary
Easement 1
Index No.: 03-27-301-005

That part of a tract of land in the Southwest 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 tract of land; thence South 04 degrees 27 minutes 55 seconds East along the west line of said tract of land a distance of 58.71 feet, to the Point of Beginning; thence continuing South 04 degrees 27 minutes 55 seconds East along said west line a distance of 13.03 feet; thence North 89 degrees 36 minutes 33 seconds East a distance of 114.13 feet; thence North 36 degrees 18 minutes 16 seconds East a distance of 92.70 feet, to a point on the north line of said tract of land, which point is 174.64 feet east of the northwest corner of said tract of land; thence South 88 degrees 42 minutes 05 seconds West along said north line a distance of 12.62 feet; thence South 36 degrees 18 minutes 16 seconds West a distance of 76.24 feet; thence South 89 degrees 36 minutes 33 seconds West a distance of 112.27 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 tract of land described as part of said Southwest Quarter of Section 27 described as Commencing at the northwest corner of said Southwest Quarter; thence east along the north line of said Southwest Quarter 1290.30 feet for a Point of Beginning; thence southerly along a line which forms an angle of 93 degrees 10 minutes 00 seconds with the last described course, measured counterclockwise therefrom 570.0 feet; thence southerly along a line which forms an angle of 183 degrees 15 minutes 13 seconds with the last described course, measured clockwise therefrom, 321.72 feet; thence easterly along a line which forms an angle of 93 degrees 00 minutes 00 seconds with the last described course, measured clockwise therefrom, 410.0 feet; thence easterly along a line which forms an angle of 178 degrees 30 minutes 00 seconds with the last described course, measured clockwise therefrom 252.23 feet, to the west line of Leisure-Lea, Unit No. 2 as monumented; thence northerly along said west line, which forms an angle of 88 degrees 13 minutes 49 seconds with the last described course, measured clockwise therefrom 919.92 feet, to the northeast corner of the West Half of

the East Half of said Southwest Quarter; thence Westerly along said north line 689.61 feet, to the Point of Beginning of said tract of land.

Said parcel containing 0.053 acres, more or less or 2,316 square feet, more or less.

**TEMPORARY CONSTRUCTION
EASEMENT AGREEMENT**

THIS AGREEMENT is made as of this ____
day of _____, 2026 by and between

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

FOR RECORDER'S USE ONLY

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

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

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to GRANTOR:

Email:

with a copy to:

Email:

If to GRANTEE:

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

with a copy to:

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

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

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

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

GRANTOR:

GRANTEE:

DUPAGE WATER COMMISSION

By: _____

Its: _____

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

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

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

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

Given under my hand and notarial seal on this _____ day of _____, 2026.

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 _____, 2026.

Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

Route: FW-1/25 (Section 2)
Section: 27-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0401 Temporary
Easement 2
Index No.: 03-27-301-005

That part of a tract of land in the Southwest 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 tract of land; thence South 04 degrees 27 minutes 55 seconds East along the west line of said tract of land a distance of 71.74 feet; thence North 89 degrees 36 minutes 33 seconds East a distance of 114.13 feet; thence North 36 degrees 18 minutes 16 seconds East a distance of 92.70 feet, to a point on the north line of said tract of land, which point is 174.64 feet east of the northwest corner of said tract of land; thence North 88 degrees 42 minutes 05 seconds East along said north line a distance of 18.93 feet, to the Point of Beginning; thence South 36 degrees 18 minutes 16 seconds West a distance of 111.78 feet; thence South 89 degrees 36 minutes 33 seconds West a distance of 120.59 feet, to said west line of a tract of land; thence South 04 degrees 27 minutes 55 seconds East along said west line a distance of 25.06 feet; thence North 89 degrees 36 minutes 33 seconds East a distance of 125.12 feet; thence North 36 degrees 18 minutes 16 seconds East a distance of 143.46 feet, to a point on the north line of said tract of land; thence South 88 degrees 42 minutes 05 seconds West along said north line a distance of 25.24 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said tract of land described as part of said Southwest Quarter of Section 27 described as Commencing at the northwest corner of said Southwest Quarter; thence east along the north line of said Southwest Quarter 1290.30 feet for a Point of Beginning; thence southerly along a line which forms an angle of 93 degrees 10 minutes 00 seconds with the last described course, measured counterclockwise therefrom 570.0 feet; thence southerly along a line which forms an angle of 183 degrees 15 minutes 13 seconds with the last described course, measured clockwise therefrom, 321.72 feet; thence easterly along a line which forms an angle of 93 degrees 00 minutes 00 seconds with the last described course, measured clockwise therefrom, 410.0 feet; thence easterly along a line which forms an angle of 178 degrees 30 minutes 00 seconds with the last described course, measured clockwise therefrom 252.23 feet, to the west line of Leisure-Lea, Unit No. 2 as

monumented; thence northerly along said west line, which forms an angle of 88 degrees 13 minutes 49 seconds with the last described course, measured clockwise therefrom 919.92 feet, to the northeast corner of the West Half of the East Half of said Southwest Quarter; thence Westerly along said north line 689.61 feet, to the Point of Beginning of said tract of land.

Said parcel containing 0.129 acres, more or less or 5,623 square feet, more or less.



Resolution #: O-10-26

Account: 01-80-852010

Approvals: *Author / Manager / Finance / Admin*

JL JML CAP PDM

REQUEST FOR BOARD ACTION

Date: 3/12/2026

Description: An Ordinance Providing for the Acquisition Through Negotiation or Condemnation 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-10-26 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 via condemnation, if necessary.

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. In most cases, the second approval will formalize the final settlement amount. However, in some cases where negotiations do not yield an agreement, the second Board action will seek approval to proceed with condemnation proceedings.

The items brought forward under Ordinance O-10-26 are those wherein the owner is either unable to be identified, refuses to respond to attempted negotiations, or where negotiations have been initiated with an agreement unable to be reached.

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

Recommended Motion:

To adopt Ordinance No. O-10-26

DUPAGE WATER COMMISSION

ORDINANCE NO. O-10-26

AN ORDINANCE PROVIDING FOR THE ACQUISITION THROUGH NEGOTIATION OR CONDEMNATION 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 (PINs 03-27-301-006, 03-28-400-013 AND 03-28-400-014)

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 has previously 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, 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 Exhibit 1 through 6 (the "Subject Properties"); and

WHEREAS, the Commission has previously enacted Ordinance No. 0-7-25 providing authority to the General Manager, his staff and the Commission's attorneys and consultants to negotiate for the acquisition of easements over the Subject Properties; and

WHEREAS, the Commission has attempted to negotiate easements over the Subject Properties with the owner of the Subject Property, McWethy Family Enterprises, LLC, but has been unable to agree with the owner of the Subject Properties regarding just compensation; and

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 Subject Properties, as described in Exhibits 1 through 6 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 take the necessary steps, either by negotiation or condemnation to acquire the easements over the Subject Properties in the forms

attached hereto in Exhibits 1 through 6.

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 _____, 2026.

James Zay, Chairman

ATTEST:

Danna Mundall, Clerk
Board/Resolutions/2026/O-10-26.doc

**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., 2026.

[OWNER NAME]

GRANTEE: DUPAGE WATER COMMISSION

By: Paul May, General Manager

ATTEST:

By: Danna Mundall, Clerk

This document prepared by
and returned to:

Property Address:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive
Suite 305
West Chicago, IL 60185

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 _____, 2026.

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 _____, 2026.

Notary Public

EXHIBIT A

Legal Description/Depiction of Permanent Easement Area

Route: FW-1/25 (Section 2)
Section: 27 & 28-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0402 Permanent
Easement 2
Index No.: 03-28-400-013
03-28-400-014
03-27-301-006

That part of the Southwest Quarter 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 Southwest Quarter; thence South 89 degrees 23 minutes 47 seconds West along the north line of said Southeast Quarter a distance of 136.00 feet; thence South 00 degrees 11 minutes 13 seconds East along a line which forms an angle of 90 degrees 25 minutes 00 seconds with the last described course, measured clockwise, a distance 567.00 feet; thence North 88 degrees 53 minutes 47 seconds East along a line which forms an angle of 89 degrees 05 minutes 00 seconds with the last described course, measured clockwise, a distance of 931.00 feet; thence North 03 degrees 11 minutes 13 seconds West along a line which forms an angle of 87 degrees 55 minutes 00 seconds with the last described course, measured clockwise, a distance of 490.38 feet, to the Point of Beginning; thence continuing North 03 degrees 11 minutes 13 seconds West a distance of 15.02 feet, to a point 63.32 feet south of the north line of said Southwest Quarter; thence North 89 degrees 36 minutes 33 seconds East a distance of 526.98 feet, to a point on a line that forms an angle of 93 degrees 10 minutes 00 seconds, measured counter clockwise, with the north line of said Southwest Quarter through a point 1290.30 feet easterly of said northwest corner of the Southwest Quarter, which point is 71.74 feet south of the north line of said Southwest Quarter; thence South 04 degrees 27 minutes 55 seconds East along the last described line a distance of 15.04 feet; thence South 89 degrees 36 minutes 33 seconds West a distance of 527.31 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.182 acres, more or less or 7,908 square feet, more or less.

**TEMPORARY CONSTRUCTION
EASEMENT AGREEMENT**

THIS AGREEMENT is made as of this ____
day of _____, 2026 by and between

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

FOR RECORDER'S USE ONLY

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

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

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to GRANTOR:

Email:

with a copy to:

Email:

If to GRANTEE:

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

with a copy to:

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

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

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

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

GRANTOR:

GRANTEE:

DUPAGE WATER COMMISSION

By: _____

Its: _____

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

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

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

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

Given under my hand and notarial seal on this _____ day of _____, 2026.

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 _____, 2026.

Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

Route: FW-1/25 (Section 2)
Section: 27 & 28-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0402 Temporary
Easement 3
Index No.: 03-28-400-013
03-28-400-014
03-27-301-006

That part of the Southwest Quarter 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 Southwest Quarter; thence South 89 degrees 23 minutes 47 seconds West along the north line of said Southeast Quarter a distance of 136.00 feet; thence South 00 degrees 11 minutes 13 seconds East along a line which forms an angle of 90 degrees 25 minutes 00 seconds with the last described course, measured clockwise, a distance 567.00 feet; thence North 88 degrees 53 minutes 47 seconds East along a line which forms an angle of 89 degrees 05 minutes 00 seconds with the last described course, measured clockwise, a distance of 931.00 feet; thence North 03 degrees 11 minutes 13 seconds West along a line which forms an angle of 87 degrees 55 minutes 00 seconds with the last described course, measured clockwise, a distance of 505.40 to a point 63.32 feet south of the north line of said Southwest Quarter; thence North 89 degrees 36 minutes 33 seconds East a distance of 526.98 feet, to a point on a line that forms an angle of 93 degrees 10 minutes 00 seconds, measured counter clockwise, with the north line of said Southwest Quarter through a point 1290.30 feet easterly of said northwest corner of the Southwest Quarter, which point is 71.74 feet south of the north line of said Southwest Quarter; thence South 04 degrees 27 minutes 55 seconds East along the last described line a distance of 15.04 feet, to the Point of Beginning; thence continuing South 04 degrees 27 minutes 55 seconds East a distance of 25.06 feet; thence South 89 degrees 36 minutes 33 seconds West a distance of 527.87 feet; thence North 03 degrees 11 minutes 13 seconds West a distance of 25.03 feet; thence North 89 degrees 36 minutes 33 seconds East a distance of 527.31 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.303 acres, more or less or 13,190 square feet, more or less.

**TEMPORARY CONSTRUCTION
EASEMENT AGREEMENT**

THIS AGREEMENT is made as of this ____
day of _____, 2026 by and between

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

FOR RECORDER'S USE ONLY

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

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

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to GRANTOR:

Email:

with a copy to:

Email:

If to GRANTEE:

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

with a copy to:

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

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

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

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

GRANTOR:

GRANTEE:

DUPAGE WATER COMMISSION

By: _____

Its: _____

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

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

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

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

Given under my hand and notarial seal on this _____ day of _____, 2026.

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 _____, 2026.

Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

Route: FW-1/25 (Section 2)
Section: 27 & 28-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0402 Temporary
Easement 4
Index No.: 03-28-400-013
03-28-400-014
03-27-301-006

That part of the Southwest Quarter 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 Southwest Quarter; thence South 89 degrees 23 minutes 47 seconds West along the north line of said Southeast Quarter a distance of 136.00 feet; thence South 00 degrees 11 minutes 13 seconds East along a line which forms an angle of 90 degrees 25 minutes 00 seconds with the last described course, measured clockwise, a distance 567.00 feet; thence North 88 degrees 53 minutes 47 seconds East along a line which forms an angle of 89 degrees 05 minutes 00 seconds with the last described course, measured clockwise, a distance of 931.00 feet; thence North 03 degrees 11 minutes 13 seconds West along a line which forms an angle of 87 degrees 55 minutes 00 seconds with the last described course, measured clockwise, a distance of 505.40 to a point 63.32 feet south of the north line of said Southwest Quarter and the Point of Beginning; thence North 89 degrees 36 minutes 33 seconds East a distance of 526.98 feet, to a point on a line that forms an angle of 93 degrees 10 minutes 00 seconds, measured counter clockwise, with the north line of said Southwest Quarter through a point 1290.30 feet easterly of said northwest corner of the Southwest Quarter, which point is 71.74 feet south of the north line of said Southwest Quarter; thence North 04 degrees 27 minutes 55 seconds West along the last described line a distance of 13.03 feet; thence South 89 degrees 36 minutes 33 seconds West a distance of 526.69 feet; thence South 03 degrees 11 minutes 13 seconds East a distance of 13.02 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 0.157 acres, more or less or 6,847 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., 2026.

[OWNER NAME]

GRANTEE: DUPAGE WATER COMMISSION

By: Paul May, General Manager

ATTEST:

By: Danna Mundall, Clerk

This document prepared by
and returned to:

Property Address:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive
Suite 305
West Chicago, IL 60185

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 _____, 2026.

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 _____, 2026.

Notary Public

EXHIBIT A

Legal Description/Depiction of Permanent Easement Area

Route: FW-1/25 (Section 2)
Section: 27 & 28-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0404 Permanent
Easement 1
Index No.: 03-28-400-013
03-28-400-014
03-27-301-006

That part of the Southeast Quarter Section 28, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northeast corner of said Southeast Quarter; thence South 89 degrees 23 minutes 47 seconds West along the north line of said Southeast Quarter a distance of 136.00 feet; thence South 00 degrees 11 minutes 13 seconds East along a line which forms an angle of 90 degrees 25 minutes 00 seconds with the last described course, measured clockwise, a distance 38.64 feet, to the Point of Beginning; thence continuing South 00 degrees 11 minutes 13 seconds East a distance of 15.00 feet; thence South 89 degrees 12 minutes 05 seconds West a distance of 1679.24 feet; thence South 44 degrees 24 minutes 06 seconds West a distance of 17.88 feet, to a line 72.00 feet south of and parallel with said north line of the Southeast Quarter; thence South 89 degrees 23 minutes 47 seconds West a distance of 113.99 feet, to the center line of Plainfield Road; thence North 40 degrees 23 minutes 55 seconds West along said center line a distance of 19.52 feet, to a line 57.00 feet south of and parallel with said north line of the Southeast Quarter; thence North 89 degrees 23 minutes 47 seconds East along said parallel line a distance of 120.27 feet; thence North 44 degrees 24 minutes 06 seconds East a distance of 17.85 feet; thence North 89 degrees 12 minutes 05 seconds East a distance of 1685.58 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 27,259 square feet, more or less.

**TEMPORARY CONSTRUCTION
EASEMENT AGREEMENT**

THIS AGREEMENT is made as of this ____
day of _____, 2026 by and between

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

FOR RECORDER'S USE ONLY

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

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

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to GRANTOR:

Email:

with a copy to:

Email:

If to GRANTEE:

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

with a copy to:

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

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

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

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

GRANTOR:

GRANTEE:

DUPAGE WATER COMMISSION

By: _____

Its: _____

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

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

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

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

Given under my hand and notarial seal on this _____ day of _____, 2026.

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 _____, 2026.

Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

Route: FW-1/25 (Section 2)
Section: 27 & 28-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0404 Temporary
Easement 1
Index No.: 03-28-400-013
03-28-400-014
03-27-301-006

That part of the Southeast Quarter Section 28, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northeast corner of said Southeast Quarter; thence South 89 degrees 23 minutes 47 seconds West along the north line of said Southeast Quarter a distance of 136.00 feet; thence South 00 degrees 11 minutes 13 seconds East along a line which forms an angle of 90 degrees 25 minutes 00 seconds with the last described course, measured clockwise, a distance 53.64 feet, to the Point of Beginning; thence South 89 degrees 12 minutes 05 seconds West a distance of 1679.24 feet; thence South 44 degrees 24 minutes 06 seconds West a distance of 17.88 feet, to a line 72.00 feet south of and parallel with said Southeast Quarter; thence South 89 degrees 23 minutes 47 seconds West along said parallel line a distance of 113.99 feet, to the center line of Plainfield Road; thence South 40 degrees 23 minutes 55 seconds East along said center line a distance of 3.62 feet; thence North 89 degrees 12 minutes 05 seconds East a distance of 1803.45 feet, to said line which forms an angle of 90 degrees 25 minutes 00 seconds with said north line of the Southeast Quarter, measured clockwise; thence North 00 degrees 11 minutes 13 seconds West along said 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).

Containing 0.587 acres, more or less or 25,591 square feet, more or less.

**TEMPORARY CONSTRUCTION
EASEMENT AGREEMENT**

THIS AGREEMENT is made as of this ____
day of _____, 2026 by and between

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

FOR RECORDER'S USE ONLY

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

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

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to GRANTOR:

Email:

with a copy to:

Email:

If to GRANTEE:

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

with a copy to:

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

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

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

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

GRANTOR:

GRANTEE:

DUPAGE WATER COMMISSION

By: _____

Its: _____

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

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

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

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

Given under my hand and notarial seal on this _____ day of _____, 2026.

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 _____, 2026.

Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

Route: FW-1/25 (Section 2)
Section: 27 & 28-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0404 Temporary
Easement 2
Index No.: 03-28-400-013
03-28-400-014
03-27-301-006

That part of the Southeast Quarter Section 28, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northeast corner of said Southeast Quarter; thence South 89 degrees 23 minutes 47 seconds West along the north line of said Southeast Quarter a distance of 136.00 feet; thence South 00 degrees 11 minutes 13 seconds East along a line which forms an angle of 90 degrees 25 minutes 00 seconds with the last described course, measured clockwise, a distance 13.64 feet, to the Point of Beginning; thence South 89 degrees 12 minutes 05 seconds West a distance of 1849.53 feet, to the center line of Plainfield Road; thence South 40 degrees 23 minutes 55 seconds East along said center line a distance of 48.24 feet, to a line 57.00 feet south of and parallel with said north line of the Southeast Quarter; thence North 89 degrees 23 minutes 47 seconds East along said parallel line a distance of 120.27 feet; thence North 44 degrees 24 minutes 06 seconds East a distance of 17.85 feet; thence North 89 degrees 12 minutes 05 seconds East a distance of 1685.58 feet, to said line which forms an angle of 90 degrees 25 minutes 00 seconds with said north line of the Southeast Quarter, measured clockwise; thence North 00 degrees 11 minutes 13 seconds West along said 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 1.093 acres, more or less or 47,608 square feet, more or less.