



AGENDA – Board of Commissioners

Thursday, April 16, 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 March 19, 2026 Regular Meeting of the DuPage Water Commission and the Executive Session Meeting Minutes of March 19, 2026. (Voice Vote)

- V. Public Hearing Regarding Management Budget Ordinance for the Fiscal Year Commencing May 1, 2026 and Ending April 30, 2027

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

RECOMMENDED MOTION: To open the Public Customer Hearing regarding the Management Budget Ordinance for the Fiscal Year Commencing May 1, 2026 and Ending April 30, 2027 (Roll Call).

RECOMMENDED MOTION: To close the Public Customer Hearing regarding the Management Budget Ordinance for the Fiscal Year Commencing May 1, 2026 and Ending April 30, 2027 (Roll Call).

- VI. Public Hearing Regarding Annual Budget and Appropriation Ordinance for the Fiscal Year Commencing May 1, 2026 and Ending April 30, 2027

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

RECOMMENDED MOTION: To open the Public Hearing regarding the Annual Budget and Appropriation Ordinance for the Fiscal Year Commencing May 1, 2026 and Ending April 30, 2027 (Roll Call).

RECOMMENDED MOTION: To close the Public Hearing regarding the Annual Budget and Appropriation Ordinance for the Fiscal Year Commencing May 1, 2026 and Ending April 30, 2027 (Roll Call).

- VII. Treasurer's Report

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

RECOMMENDED MOTION: To accept the March 2026 Treasurer's Report (Voice Vote).

VIII. Committee Reports

A. Finance Committee

1. Report of 04/16/26 Finance Committee

2. Ordinance No. O-11-26: An Ordinance Approving and Adopting an Annual Management Budget for the Fiscal Year Commencing May 1, 2026 and Ending April 30, 2027

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

3. Ordinance No. O-12-26: An Ordinance Establishing a Rate for Operation and Maintenance Costs for the Fiscal Year Commencing May 1, 2026 and Ending April 30, 2027

(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. Ordinance No. O-13-26: An Ordinance Establishing Fixed Costs to be Payable by Each Contract Customer for the Fiscal Year Commencing May 1, 2026 and Ending April 30, 2027

(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. Ordinance O-14-26: Annual Budget and Appropriation Ordinance for the Fiscal Year Commencing May 1, 2026 and Ending April 30, 2027

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

B. Administration Committee

1. Report of 04/16/26 Administration Committee

2. Resolution No. R-28-26: A Resolution Authorizing the Execution of a Consulting Agreement with CDW-G for a twelve-month agreement for IT Cyber Security at a cost of \$140,257.30

(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-32-26: A Resolution Recommending approval of a collective bargaining agreement between the DuPage Water Commission and the International Union of Operating Engineers Local 399 (AFL-CIO)

(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 and 3 under the Administration Committee Report section of the agenda in a single group pursuant to the Omnibus Vote procedures. (Roll Call)

C. Engineering & Construction Committee

1. Report of 04/16/26 Engineering & Construction Committee
2. Resolution No. R-29-26: A Resolution to Approve & Ratify Certain Work Authorization Orders Under Quick Response Contract QR-13/25, WAO No. 008 – John Neri Construction Co., Inc., at an Estimated Expense of \$30,690.

(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-30-26: A Resolution Authorizing the General Manager to Purchase Steel Pipe and Butt Straps from American Spiral Weld Pipe Company, at an Estimated Cost - \$33,000.

(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-31-26: A Resolution Approving and Ratifying Certain Change Orders to a Contract for the SCADA Replacement Project-Contract PSD-9/21, Change Order No. 07, at a Net Increase of Contract Price by \$99,938.74.

(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 Engineering & Construction Committee Report section of the agenda in a single group pursuant to the Omnibus Vote procedures. (Roll Call)

IX. Accounts Payable

A. March 2026

1. Approval of Accounts Payable invoices received.

RECOMMENDED MOTION: To approve the Accounts Payable in the amount of \$ 10,141,735.45 DWC \$1,689,020.00 WaterLink (March 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 \$ 2,485,325.00 DWC \$9,881,000.00 WaterLink (March 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)

X. Chairman’s Report

XI. Old Business

XII. New Business

XIII. 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)

XIV. Matters referred from Executive Session

- A. Ordinance O-15-26: 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, 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)

XV. 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

March 19, 2026

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

II. Roll Call

Commissioners in attendance: N. Cuzzone, A. Honig, T. Noonan, D. Novotny, J. Pruyn, K. Romano, D. Van Vooren, J. Zay

Commissioners absent: J. Fennell, S. Greaney, D. Russo, F. Saverino, P. Suess

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. Approval of Minutes

Commissioner Cuzzone moved to approve the Minutes of the February 19, 2026 Regular Meeting of the DuPage Water Commission and the Executive Session Meeting Minutes of February 19, 2026. Seconded by Commissioner Romano, unanimously approved by a voice vote. All aye, motion carried.

V. Treasurer's Report

Before the vote was taken, Chairman Zay asked for a consensus to accept the Treasurers Report without having it read aloud at the meetings going forward, as this is not required by the bylaws and the full report is posted electronically with the meeting materials on the DWC website each month. The Board gave consensus, going forward the Treasurers Report will no longer be read aloud. Chairman Zay asked for a motion to accept the February 2026 Treasurer's Report. Commissioner Pruyn moved to accept the February 2026 Treasurer's Report, seconded by Commissioner Honig, unanimously approved by a voice vote. All aye, motion carried.

VI. Committee Reports

A. Finance Committee was cancelled.

B. Administration Committee

Item 1: Commissioner Romano gave a brief committee update.

Item 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.

Item 3: Resolution No. R-26-26: A Resolution Authorizing and Ratifying the Disposal of Certain Personal Property Owned by the DuPage Water Commission.

Item 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.

General Manager May detailed need for the Cost-of-Service Model review task order on the agenda. A Master Service Agreement with Raftelis was agreed upon in 2022. This Task Order #2 is a response to the Cost-of-Service model issued by the City of Chicago.

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 Van Vooren, unanimously approved by a Roll Call Vote.

Ayes: N. Cuzzone, A. Honig, T. Noonan, D. Novotny, J. Pruyn, K. Romano, D. Van Vooren, J. Zay

Nay: None

Absent: J. Fennell, S. Greaney, D. Russo, F. Saverino, P. Suess

C. Engineering & Construction Committee

Item 1: Commissioner Cuzzone gave a brief update.

Item 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.

Item 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.

Item 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.

Item 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.

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

Ayes: N. Cuzzone, A. Honig, T. Noonan, D. Novotny, J. Pruy, K. Romano, D. Van Vooren, J. Zay

Nay: None

Absent: J. Fennell, S. Greaney, D. Russo, F. Saverino, P. Suess

VII. Accounts Payable

A. February 2026

Item 1: To approve the Accounts Payable in the amount of \$9,637,790.56 DWC, \$332,758.15 WaterLink (February 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 \$2,732,475.00 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).

Chairman Zay asked for a motion to combine and approve the accounts payable disbursements, with the estimated accounts payable for February 2026. Commissioner Honig moved, seconded by Commissioner Romano and unanimously approved by a roll call vote.

Ayes: N. Cuzzone, A. Honig, T. Noonan, D. Novotny, J. Pruy, K. Romano, D. Van Vooren, J. Zay

Nay: None

Absent: J. Fennell, S. Greaney, D. Russo, F. Saverino, P. Suess

VIII. Chairman's Report

Chairman Zay reminded the Board to file their Statements of Economic Interests and Ethics Training.

WaterLink groundbreaking is tentatively set for early June.
Kudos to Staff on the ComEd easement Agreement.

Safety Luncheon was held to celebrate no safety issues in 2025.

IX. Old Business

No Old Business was offered.

X. New Business

No New Business was offered.

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

Ayes: N. Cuzzone, A. Honig, T. Noonan, D. Novotny, J. Pruyn, K. Romano, D. Van Vooren, J. Zay

Nay: None

Absent: J. Fennell, S. Greaney, D. Russo, F. Saverino, P. Suess

The Commission went into Executive Session at 6:43 PM.

Commissioner Honig moved to come out of Executive Session at 6:52 PM, seconded by Commissioner Noonan and unanimously approved by a roll call vote .

Ayes: N. Cuzzone, A. Honig, T. Noonan, D. Novotny, J. Pruyn, K. Romano, D. Van Vooren, J. Zay

Nay: None

Absent: J. Fennell, S. Greaney, D. Russo, F. Saverino, P. Suess

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.

Chairman Zay asked for a motion to approve Ordinance O-04-26: Ordinance to Approve Negotiation Authority for Property (Easement) Acquisitions Associated with the WaterLink

Pipeline Project, Phase I. Commissioner Honig moved, seconded by Commissioner Cuzzone, unanimously approved by a Roll Call vote.

Ayes: N. Cuzzone, A. Honig, T. Noonan, D. Novotny, J. Pruyn, K. Romano, D. Van Vooren, J. Zay

Nay: None

Absent: J. Fennell, S. Greaney, D. Russo, F. Saverino, P. Suess

B. Ordinance O-05-26: Ordinance to Approve Negotiation Authority for Property (Easement) Acquisitions Associated with the WaterLink Pipeline Project, Phase I.

Chairman Zay asked for a motion to approve Ordinance O-05-26: Ordinance to Approve Negotiation Authority for Property (Easement) Acquisitions Associated with the WaterLink Pipeline Project, Phase I. Commissioner Romano moved, seconded by Commissioner Cuzzone, unanimously approved by a Roll Call vote.

Ayes: N. Cuzzone, A. Honig, T. Noonan, D. Novotny, J. Pruyn, K. Romano, D. Van Vooren, J. Zay

Nay: None

Absent: J. Fennell, S. Greaney, D. Russo, F. Saverino, P. Suess

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

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

Ayes: N. Cuzzone, A. Honig, T. Noonan, D. Novotny, J. Pruyn, K. Romano, D. Van Vooren, J. Zay

Nay: None

Absent: J. Fennell, S. Greaney, D. Russo, F. Saverino, P. Suess

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

Chairman Zay asked for a motion to approve 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 United City of Yorkville, Phase III. Commissioner Cuzzone moved, seconded by Commissioner Honig, unanimously approved by a Roll Call vote.

Ayes: N. Cuzzone, A. Honig, T. Noonan, D. Novotny, J. Pruyn, K. Romano, D. Van Vooren, J. Zay

Nay: None

Absent: J. Fennell, S. Greaney, D. Russo, F. Saverino, P. Suess

- 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

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

Ayes: N. Cuzzone, A. Honig, T. Noonan, D. Novotny, J. Pruyn, K. Romano, D. Van Vooren, J. Zay

Nay: None

Absent: J. Fennell, S. Greaney, D. Russo, F. Saverino, P. Suess

- 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

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

Ayes: N. Cuzzone, A. Honig, T. Noonan, D. Novotny, J. Pruyn, K. Romano, D. Van Vooren, J. Zay

Nay: None

Absent: J. Fennell, S. Greaney, D. Russo, F. Saverino, P. Suess

- 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

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

Ayes: N. Cuzzone, A. Honig, T. Noonan, D. Novotny, J. Pruyn, K. Romano, D. Van Vooren, J. Zay

Nay: None

Absent: J. Fennell, S. Greaney, D. Russo, F. Saverino, P. Suess

XII. Adjournment

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

Meeting adjourned at 6:58 PM.



MEMORANDUM

To: Chairman and Commissioners
From: Bill Fates, Treasurer
Date: 4/7/2026
Subject: TREASURER'S REPORT – March 31, 2026

I am pleased to report that I have reviewed and approved all journal entries and bank reconciliations for the month of March. 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 \$154.2 million on March 31st, an increase of \$1.2 million compared to the previous month. Waterlink escrow balances decreased by \$0.1 million.
2. The month end balances in the BMO Harris checking and money market accounts were \$6.0 million and \$9.0 million, respectively.
3. During the month of March, corporate notes increased by \$7.4 million. IIIT money market funds and U.S. Treasury decreased by \$3.2 million and \$2.6 million, respectively.
4. The current holdings of cash and investments are in compliance with the approved investment policy.
5. For the eleven months ended March 31, 2026, the Commission's cash and investments increased a total of \$4.5 million. The Waterlink Escrow Account increased by \$54.5 million.
 - The Operating & Maintenance Account increased by \$1.1 million for an ending balance of \$15.0 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 \$2.0 million for a balance of \$54.8 million.
 - The Long-Term Capital Reserve Account increased by approximately \$1.5 million for a balance of \$29.6 million, which includes a \$600,000 transfer from the General Fund.
 - The Capital Reserve Fund increased by approximately \$2.0 million for a balance of \$51.7 million.

ACCOUNT	Balance 4/30/2025	3/31/2026	Increase (Decrease)
Operations & Maintenance	\$ 13,910,843	\$ 14,977,303	\$ 1,066,460
General Account	5,295,626	3,172,853	(2,122,773)
Operating Reserve	52,796,982	54,769,117	1,972,135
Long-Term Capital Reserve	28,073,976	29,611,475	1,537,499
Capital Reserve	49,691,109	51,693,035	2,001,926
Total Cash & Investments	\$ 149,768,536	\$ 154,223,783	\$ 4,455,247
Waterlink Escrow	35,673,160	90,212,336	54,539,176

Schedule of Investments (Pages 5-12)

1. The average yield to maturity on the Commission's investments was 3.79%, up slightly from the prior month average yield to maturity of 3.75%. The amortized cost of our investments was \$148.2 million on March 31st. The average yield to maturity on Waterlink's investments was 3.78%.
2. The portfolio ended the month of March 2026 with \$508,000 of unrealized losses, compared to \$64,000 of unrealized gains on April 30, 2025. Inflation worries, due to the Iran conflict, pushed market interest rates up significantly across the yield curve and thus the price of bonds owned moved down. The 2-year Treasury ended February at 3.37% and was up 43 basis points to 3.80% and the end of March.
3. The maturity distribution, excluding money market accounts but including Waterlink investments, was as follows: 0-1 year 41%, >1<3 years 34%, >3<5 years 17%, and >5 years 8%.

Statement of Cash Flows (Page 13)

1. The statement of cash flow shows a breakdown of the \$4.5 million increase in cash and investments for the fiscal year. Waterlink escrow funds increased \$54.5 million.
2. Operating activities increased cash by approximately \$3.4 million as of the end of March 2026.
3. The decrease in Loans Receivable increased cash by approximately \$447,000.
4. Capital Assets purchased were \$5.1 million.
5. Cash flow from investment activity generated approximately \$5.4 million of income.

Reserve Analysis (Page 14)

1. The Operating Reserve account was \$54.8 million, which is approximately 125 days, this amount meets the minimum balance per the current reserve policy. The Operating and Maintenance Account was \$12.8 million, which is a balance currently sufficient to cover an estimated 29 days of normal operation and maintenance costs.
2. The reserve analysis report shows the Commission has met recommended reserve balances for the Operating Reserve, Long-Term Water Capital, and Capital Account less Waterlink and Alternative Water Source projects on March 31st.

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
 3/31/2026

FUNDS CONSIST OF:

	3/31/2026	3/3/2026	Increase/(Decrease)
PETTY CASH	\$ 1,300.00	\$ 1,300.00	\$ -
OPERATING & MAINTENANCE	5,996,031.67	5,335,215.72	660,815.95
TOTAL CASH	\$ 5,997,331.67	\$ 5,336,515.72	\$ 660,815.95
BMO HARRIS MONEY MARKET FUNDS	\$ 8,979,971.74	\$ 8,959,707.34	\$ 20,264.40
IIIT MONEY MARKET FUNDS	331,660.38	3,580,269.50	(3,248,609.12)
U. S. TREASURY INVESTMENTS	64,492,476.54	67,128,657.49	(2,636,180.95)
U. S. AGENCY INVESTMENTS	4,590,894.30	4,833,060.39	(242,166.09)
MUNICIPAL BONDS	1,545,050.91	1,545,085.63	(34.72)
COMMERCIAL PAPER	3,160,918.49	3,152,111.55	8,806.94
ASSET BACKED SEC/COLLATERALIZED MORTGAGE OBLIG	24,865,614.97	25,685,827.84	(820,212.87)
CERTIFICATES OF DEPOSIT	0.00	0.00	-
CORPORATE NOTES	40,259,864.08	32,821,143.04	7,438,721.04
TOTAL INVESTMENTS	\$ 148,226,451.41	\$ 147,705,862.78	\$ 520,588.63
DWC TOTAL CASH AND INVESTMENTS	\$ 154,223,783.08	\$ 153,042,378.50	\$ 1,181,404.58
WATERLINK CASH	\$ 10,882,884.92	\$ 39,262,905.97	\$ (28,380,021.05)
WATERLINK INVESTMENTS	79,329,450.68	51,083,132.08	28,246,318.60
WATERLINK ESCROW	\$ 90,212,335.60	\$ 90,346,038.05	\$ (133,702.45)

	3/31/2026	3/3/2026	% CHANGE
BMO HARRIS MONEY MARKET FUNDS	6.1%	6.1%	-90.7%
IIIT MONEY MARKET FUNDS	0.2%	2.4%	0.2%
U. S. TREASURY INVESTMENTS	43.5%	45.4%	-3.9%
U. S. AGENCY INVESTMENTS	3.1%	3.3%	-5.0%
MUNICIPAL BONDS	1.0%	1.0%	0.0%
COMMERCIAL PAPER	2.1%	2.1%	0.3%
ASSET BACKED SEC/COLLATERALIZED MORTGAGE OBLIG	16.8%	17.4%	-3.2%
CERTIFICATES OF DEPOSIT	0.0%	0.0%	N/A
CORPORATE NOTES	27.2%	22.2%	22.7%
TOTAL INVESTMENTS	100.0%	99.9%	0.4%

Note 1 - Investments are carried at amortized cost.

DuPAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
March 31, 2026

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 03/31/26
Water Fund Oper. & Maint. Acct. (01-121103)										
BMO Harris - Money Market	2.663%	03/31/26	04/01/26	1	2.663%	\$ 8,979,971.74	\$ 8,979,971.74	0.00	\$ 8,979,971.74	-
Water Fund General Account (01-121700)										

IIIT - Money Market	3.660%	03/31/26	04/01/26	1	3.660%	11,934.46	11,934.46	0.00	11,934.46	-
Ionic Funding LLC	0.000%	01/20/26	04/17/26	17	3.800%	1,000,000.00	990,816.67	7,494.44	998,311.11	-
Ionic Funding LLC	0.000%	02/10/26	05/07/26	37	3.780%	1,040,000.00	1,030,608.80	5,460.00	1,036,068.80	-
Sheffield Receivables	0.000%	03/06/26	06/11/26	72	3.780%	1,135,000.00	1,123,440.03	3,098.55	1,126,538.58	-
	Weighted Avg Maturity			43						
					3.786%	\$ 3,186,934.46	\$ 3,156,799.96	\$ 16,052.99	\$ 3,172,852.95	\$ -
Water Fund Operating Reserve (01-121800)										
IIIT - Money Market	3.660%	03/31/26	04/01/26	1	3.660%	69,908.23	69,908.23	0.00	69,908.23	-
US Treasury Notes	1.250%	02/14/22	11/30/26	244	1.920%	400,000.00	387,703.13	10,589.36	398,292.49	1,675.82
US Treasury Notes	1.250%	02/14/22	12/30/26	274	1.930%	535,000.00	518,239.45	14,182.00	532,421.45	1,681.11
US Treasury Notes	4.125%	05/06/25	02/28/27	334	3.880%	535,000.00	537,236.13	(1,093.65)	536,142.48	1,919.02
US Treasury Notes	4.500%	03/13/25	05/15/27	410	3.960%	530,000.00	535,879.69	(2,784.64)	533,095.05	9,026.10
US Treasury Notes	2.375%	07/06/22	05/15/27	410	2.910%	650,000.00	634,333.99	12,054.17	646,388.16	5,842.37
US Treasury Notes	3.875%	10/06/25	05/31/27	426	3.600%	200,000.00	200,859.38	(247.69)	200,611.69	2,597.53
US Treasury Notes	3.875%	07/22/25	05/31/27	426	3.870%	590,000.00	590,023.05	(7.75)	590,015.30	7,662.71
US Treasury Notes	2.625%	06/03/22	05/31/27	426	2.920%	750,000.00	739,716.80	7,885.85	747,602.65	6,598.56
US Treasury Notes	2.625%	10/11/24	05/31/27	426	3.910%	775,000.00	750,236.33	13,517.28	763,753.61	6,818.51
US Treasury Notes	3.250%	08/05/22	06/30/27	456	2.780%	850,000.00	868,062.50	(13,471.19)	854,591.31	6,944.41
US Treasury Notes	3.375%	10/03/24	09/15/27	533	3.520%	600,000.00	597,492.19	1,240.12	598,732.31	935.46
US Treasury Notes	3.500%	10/29/25	09/30/27	548	3.500%	200,000.00	199,984.38	3.47	199,987.85	19.13
US Treasury Notes	3.500%	10/29/25	09/30/27	548	3.500%	250,000.00	249,990.23	2.18	249,992.41	23.91
US Treasury Notes	3.875%	01/21/26	11/30/27	609	3.590%	380,000.00	381,929.69	(193.73)	381,735.96	4,935.30
US Treasury Notes	3.500%	02/02/23	01/31/28	671	3.640%	650,000.00	645,962.89	2,554.18	648,517.07	3,770.72
US Treasury Notes	2.750%	09/03/24	02/15/28	686	3.750%	2,625,000.00	2,540,712.89	37,122.98	2,577,835.87	8,973.58
US Treasury Notes	3.625%	01/26/26	03/31/28	731	3.610%	175,000.00	175,034.18	(2.42)	175,031.76	17.33
US Treasury Notes	3.500%	05/02/23	04/30/28	761	3.600%	1,500,000.00	1,493,320.31	3,898.01	1,497,218.32	22,044.20
US Treasury Notes	1.250%	01/14/26	05/31/28	792	3.550%	200,000.00	189,609.38	891.23	190,500.61	837.91
US Treasury Notes	1.250%	01/23/26	05/31/28	792	3.640%	210,000.00	198,778.13	858.03	199,636.16	879.81
US Treasury Notes	3.625%	06/05/23	05/31/28	792	3.700%	750,000.00	747,539.06	1,392.55	748,931.61	9,112.29
US Treasury Notes	4.375%	11/05/24	08/31/28	884	4.190%	575,000.00	578,661.13	(1,279.81)	577,381.32	2,187.50
US Treasury Notes	1.500%	01/04/24	11/30/28	975	3.970%	650,000.00	578,982.43	32,417.62	611,400.05	3,267.86
US Treasury Notes	3.500%	01/20/26	12/15/28	990	3.650%	115,000.00	114,523.83	30.69	114,554.52	1,183.17
US Treasury Notes	1.375%	02/05/24	12/31/28	1,006	4.020%	500,000.00	441,660.15	25,603.09	467,263.24	1,728.25
US Treasury Notes	3.500%	03/05/26	02/15/29	1,052	3.440%	700,000.00	701,175.78	(27.81)	701,147.97	3,045.58
US Treasury Notes	3.500%	03/16/26	03/15/29	1,080	3.750%	950,000.00	943,208.98	96.59	943,305.57	1,536.01
US Treasury Notes	4.125%	03/31/26	03/31/29	1,096	4.010%	650,000.00	652,158.20	(1.23)	652,156.97	73.26
US Treasury Notes	3.875%	06/05/25	09/30/29	1,279	3.960%	825,000.00	822,131.84	510.89	822,642.73	87.35
US Treasury Notes	4.125%	01/21/26	10/31/29	1,310	3.750%	325,000.00	329,214.84	(200.41)	329,014.43	5,629.14
US Treasury Notes	4.000%	12/05/24	10/31/29	1,310	4.150%	1,200,000.00	1,192,078.13	1,983.60	1,194,061.73	20,154.70
US Treasury Notes	3.875%	09/04/25	11/30/29	1,340	3.720%	685,000.00	689,174.22	(526.81)	688,647.41	8,896.53
US Treasury Notes	3.875%	02/07/25	11/30/29	1,340	4.340%	1,000,000.00	980,156.25	4,364.99	984,521.24	12,987.64
US Treasury Notes	3.875%	01/07/25	12/31/29	1,371	4.360%	775,000.00	758,289.06	3,810.80	762,099.86	7,549.29
US Treasury Notes	3.500%	03/04/25	01/31/30	1,402	4.070%	700,000.00	682,308.59	3,589.02	685,897.61	4,060.77
US Treasury Notes	3.875%	12/26/25	04/30/30	1,491	3.690%	360,000.00	362,657.81	(150.00)	362,507.81	5,857.46
US Treasury Notes	4.000%	01/15/26	05/31/30	1,522	3.670%	195,000.00	197,559.38	(112.80)	197,446.58	2,614.29
US Treasury Notes	3.750%	08/05/25	06/30/30	1,552	3.990%	850,000.00	841,068.36	1,095.65	842,164.01	8,012.78
US Treasury Notes	3.875%	09/04/25	07/31/30	1,583	3.760%	150,000.00	150,761.72	(81.43)	150,680.29	963.40
US Treasury Notes	4.125%	10/06/25	08/31/30	1,614	3.680%	960,000.00	978,937.50	(1,735.26)	977,202.24	3,443.48
US Treasury Notes	4.625%	11/06/25	09/30/30	1,644	3.720%	400,000.00	416,031.25	(1,203.69)	414,827.56	50.55
US Treasury Notes	4.000%	02/10/26	01/31/31	1,767	3.770%	300,000.00	303,093.75	(78.84)	303,014.91	1,988.95
US Treasury Notes	4.250%	03/26/26	02/28/31	1,795	3.990%	185,000.00	187,088.48	(5.57)	187,082.91	683.70
US Treasury Notes	4.250%	03/11/26	02/28/31	1,795	3.750%	625,000.00	638,940.43	(145.58)	638,794.85	2,309.78
New York St Dorm Auth Municipal Bonds	2.888%	03/25/22	03/15/27	349	2.890%	185,000.00	185,000.00	0.00	185,000.00	237.46
NYC Transitional	4.619%	05/29/25	05/01/29	1,127	4.620%	145,000.00	145,000.00	0.00	145,000.00	2,790.65
FN AL2092	3.000%	03/06/18	07/01/27	457	2.980%	13,876.39	13,893.74	(14.91)	13,878.83	34.69
FN AP4718	2.500%	07/20/18	08/01/27	488	2.750%	21,922.57	21,487.54	367.98	21,855.52	45.67
Fannie Mae Pool	3.500%	04/05/18	02/01/28	672	3.230%	35,043.26	35,842.68	(645.83)	35,196.85	102.21
Fannie Mae Pool	3.500%	04/05/18	03/01/28	701	3.230%	6,120.15	6,259.76	(111.84)	6,147.92	17.85
FR ZT1267	2.500%	08/21/19	05/01/28	762	3.230%	24,029.47	24,363.63	(252.11)	24,111.52	50.06
FN CA1940	4.000%	07/11/18	06/01/28	793	3.640%	27,781.80	28,606.57	(639.69)	27,966.88	92.61
FNMA Pool #AU1266	3.000%	10/31/17	07/01/28	823	2.720%	46,400.81	47,582.58	(926.69)	46,655.89	116.00
FG J32374	2.500%	02/17/22	11/01/28	946	2.220%	73,685.49	74,974.99	(788.14)	74,186.85	153.51
Fannie Mae Pool	4.000%	03/18/19	03/01/29	1,066	3.630%	22,499.85	23,192.42	(486.35)	22,706.07	75.00
FNMA Pool #AS4197	3.500%	07/16/15	01/01/30	1,372	3.000%	25,242.71	26,725.72	(1,093.33)	25,632.39	73.62
FHLMC Pool #U49048	3.000%	03/17/16	08/01/30	1,584	2.630%	54,172.98	56,551.51	(1,656.90)	54,894.61	135.43
FNMA Pool #AL7738	3.500%	02/17/16	11/01/30	1,676	2.960%	50,665.11	53,950.43	(2,251.17)	51,699.26	147.77

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FR Z57331	3.000%	02/13/20	12/01/30	1,706	2,600%	100,433.52	104,231.16	(2,141.33)	102,089.83	251.08
FN FM1082	3.000%	08/19/19	09/01/31	1,980	2,720%	59,790.73	61,519.05	(944.74)	60,574.31	149.48
FG G16720	3.500%	01/25/19	11/01/31	2,041	3,340%	53,497.50	54,358.47	(482.64)	53,875.83	156.03
FG G16635	3.000%	04/18/19	02/01/32	2,133	2,930%	98,850.54	99,634.41	(424.57)	99,209.84	247.13
FN FS2986	4.000%	10/21/22	10/01/32	2,376	4,370%	185,249.32	179,749.73	1,892.20	181,641.93	617.50
Fannie Mae Pool	3.500%	02/13/18	01/01/33	2,468	3,300%	61,643.67	63,069.18	(775.28)	62,293.90	179.79
Freddie Mac Pool	4.000%	06/07/18	02/01/33	2,499	3,730%	22,886.80	23,576.99	(366.86)	23,210.13	76.29
FN CA1455	4.000%	12/20/18	03/01/33	2,527	3,760%	91,606.85	93,990.06	(1,216.21)	92,773.85	305.36
FN BMS830	3.500%	06/05/19	04/01/34	2,923	3,180%	110,001.57	114,126.63	(1,884.71)	112,241.92	320.84
FN FM0047	3.000%	06/17/21	12/01/34	3,167	2,450%	134,084.63	142,569.67	(3,004.98)	139,564.69	335.21
FN FM2694	3.000%	06/05/19	03/01/35	3,257	2,570%	137,212.47	144,587.65	(2,958.27)	141,629.38	343.03
FR SB0759	4.500%	10/18/22	03/01/35	3,257	4,630%	156,870.03	154,909.15	544.42	155,453.57	588.26
FR SB0364	3.500%	06/21/21	06/01/35	3,349	2,830%	121,156.26	130,545.86	(3,196.93)	127,348.93	353.37
FR SB0666	4.000%	05/13/22	06/01/35	3,349	3,750%	233,109.24	239,228.36	(1,807.98)	237,420.38	777.03
FN FM3701	2.500%	07/27/20	07/01/35	3,379	2,040%	130,865.64	138,533.54	(2,901.75)	135,631.79	272.64
FR SB0361	3.000%	03/20/23	07/01/35	3,379	3,530%	223,975.19	212,251.49	2,877.51	215,129.00	559.94
FN FM5714	4.000%	03/19/21	11/01/35	3,502	3,230%	84,608.13	92,169.99	(2,586.50)	89,583.49	282.03
FNA 2018-M2 A2	3.003%	04/08/25	01/01/28	641	4,070%	458,482.25	445,479.98	4,363.56	449,843.54	1,118.87
FHMS KJ40 A1	3.400%	07/14/22	06/01/28	793	3,400%	189,469.25	189,466.96	1.43	189,468.39	536.83
FNA 2023-M6 A2	4.190%	07/31/23	07/01/28	823	4,580%	664,467.57	653,202.77	6,027.99	659,230.76	2,316.86
FHMS K512 A2	5.000%	12/21/23	11/01/28	946	4,780%	336,297.18	339,437.52	(1,354.62)	338,082.90	1,401.24
FHMS KJ45 A1	4.455%	05/25/23	11/01/28	946	4,460%	599,581.60	599,580.39	0.63	599,581.02	2,225.95
FHMS KJ43 A1	4.377%	12/15/22	12/01/28	976	4,380%	353,326.07	353,320.06	3.28	353,323.34	1,288.76
FHMS KJ44 A1	4.558%	02/23/23	01/25/29	1,031	4,560%	149,561.46	149,556.83	2.43	149,559.26	568.08
FHMS K749 A2	2.120%	04/15/25	03/01/29	1,066	4,200%	375,000.00	346,567.38	6,471.58	353,038.96	662.50
FHMS KJ42 A1	3.902%	09/15/22	07/01/29	1,188	3,900%	255,085.64	255,075.94	5.01	255,080.95	829.45
FHMS K526 A2	4.543%	08/15/24	07/01/29	1,188	4,330%	450,000.00	454,209.30	(1,282.53)	452,926.77	1,703.63
FHMS K097 A2	2.508%	07/17/24	07/01/29	1,188	4,520%	515,000.00	468,368.36	14,613.43	482,981.79	1,076.35
FHMS K529 A2	4.791%	10/16/24	09/01/29	1,250	4,340%	300,000.00	305,996.10	(1,631.62)	304,364.48	1,197.75
FHMS KJ49 A1	5.007%	02/19/24	09/01/30	1,615	5,010%	521,112.14	521,097.04	4.62	521,101.66	2,174.34
FHMS K551 A2	4.165%	12/05/25	11/01/30	1,676	3,970%	345,000.00	348,044.62	(178.67)	347,865.95	1,197.44
FHR 4096 PA	1.375%	02/26/20	08/01/27	488	1,490%	34,934.47	34,650.63	231.70	34,882.33	40.03
FHS 287 150	1.500%	12/27/17	10/01/27	549	1,840%	17,948.05	17,409.60	453.89	17,863.49	22.44
FNR 2012-145 EA	1.250%	02/12/20	01/01/28	641	1,440%	21,043.48	20,745.09	230.23	20,975.32	21.92
FNR 2013-39 MP	1.750%	12/12/19	05/01/28	762	1,860%	59,455.77	58,954.11	374.06	59,328.17	86.71
FNR 2013-19 GE	2.500%	10/30/19	03/01/33	2,527	2,400%	89,905.82	90,889.16	(470.98)	90,418.18	187.30
FHR 5050 XL	1.000%	05/08/19	07/01/36	3,745	1,180%	151,605.41	152,351.59	(344.57)	152,007.02	379.01
FHR 5050 XL	1.000%	02/11/22	07/01/36	3,745	1,820%	105,652.46	103,143.21	719.83	103,863.04	88.04
FHR 4877 CA	3.000%	07/19/24	04/01/34	2,923	2,960%	225,000.62	205,137.28	2,442.92	207,580.20	187.50
FHR 5050 XA	1.000%	07/24/24	07/01/39	4,840	1,690%	270,295.86	245,715.83	2,350.95	248,066.78	225.25
FHR 5042 DA	1.000%	07/24/24	05/01/41	5,510	1,550%	269,655.00	247,829.80	1,850.79	249,680.59	224.71
FNR 2013-75 PC	2.500%	04/20/20	04/01/43	6,210	2,200%	132,384.22	139,541.24	(1,849.51)	137,691.73	275.80
FNR 2015-33 P	2.500%	02/20/20	06/01/45	7,002	2,400%	52,273.24	53,269.70	(240.35)	53,029.35	108.90
FNR 2016-19 AH	3.000%	07/13/20	04/01/46	7,306	2,580%	57,886.14	62,505.73	(1,024.26)	61,481.47	144.72
FHR 5000 LB	1.250%	08/07/20	07/01/46	7,397	1,160%	154,910.41	157,960.21	(662.32)	157,297.89	161.37
FNR 2016-79 HA	2.000%	06/05/20	11/01/46	7,520	1,830%	97,370.10	100,930.20	(781.54)	100,148.66	162.28
FNR 2019-13A	3.500%	01/23/24	04/01/49	8,402	3,840%	578,762.07	547,404.93	1,681.63	549,086.56	1,688.06
Federal Home Loan Bank Notes	0.830%	08/19/22	02/10/27	316	3,370%	740,000.00	662,492.40	62,641.15	725,133.55	870.12
Federal Home Loan Bank Notes	1.020%	08/16/22	02/24/27	330	3,240%	780,000.00	707,608.20	58,029.05	765,637.25	817.70
American Honda Finance	4.900%	03/14/24	03/12/27	346	4,890%	100,000.00	100,041.00	(27.38)	100,013.62	258.61
American Honda Finance	4.900%	03/13/24	03/12/27	346	4,920%	115,000.00	114,936.75	42.33	114,979.08	297.40
American Honda Finance	4.900%	07/10/24	07/09/27	465	4,950%	345,000.00	344,554.95	248.54	344,803.49	3,850.58
BMW US Capital	4.600%	08/13/24	08/13/27	500	4,600%	185,000.00	184,985.20	8.02	184,993.22	1,134.67
UBS AG Stamford Ct	4.864%	01/10/25	01/10/28	650	4,860%	250,000.00	250,000.00	0.00	250,000.00	2,736.00
National Rural Util Corp	4.750%	02/07/25	02/07/28	678	4,770%	100,000.00	99,956.00	16.18	99,972.18	712.50
National Rural Util Corp	4.750%	02/07/25	02/07/28	678	4,650%	130,000.00	130,344.50	(130.41)	130,214.09	926.25
Mars Inc	4.600%	03/12/25	03/01/28	701	4,600%	95,000.00	94,999.05	0.43	94,999.48	364.17
Mars Inc	4.600%	03/12/25	03/01/28	701	4,530%	150,000.00	150,295.50	(103.35)	150,192.15	575.00
Kenvue Inc	5.050%	06/30/25	03/22/28	722	4,120%	280,000.00	286,610.80	(1,807.99)	284,802.81	353.50
Citigroup Inc	4.643%	05/07/25	05/07/28	768	4,640%	390,000.00	390,000.00	0.00	390,000.00	7,243.08
National Secs Clearing	5.000%	04/23/25	05/30/28	791	4,310%	250,000.00	254,195.00	(1,246.23)	252,948.77	4,201.39

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National Secs Clearing	5.000%	11/24/25	05/30/28	791 3.700%	360,000.00	368,992.80	(1,254.19)	367,738.61	6,050.00	
HSBC USA	4.650%	06/03/25	06/03/28	795 4.650%	400,000.00	400,032.00	(8.31)	400,023.69	6,096.67	
Target Corp	4.350%	06/10/25	06/15/28	807 4.350%	70,000.00	69,999.30	0.26	69,999.56	896.58	
PNC Financial	4.075%	01/26/26	01/26/29	1,032 4.080%	215,000.00	215,000.00	0.00	215,000.00	1,581.89	
Realty Income Corp	4.750%	03/18/26	02/15/29	1,052 4.320%	220,000.00	222,565.20	(31.04)	222,534.16	1,335.28	
Astrazenca Finance LLC	4.850%	04/16/25	02/26/29	1,063 4.510%	200,000.00	202,340.00	(556.39)	201,783.61	943.06	
Cisco Systems Inc	4.850%	11/07/25	02/26/29	1,063 4.020%	390,000.00	399,909.90	(1,162.29)	398,747.61	1,838.96	
Roche Holdings	4.790%	12/03/25	03/08/29	1,073 4.010%	525,000.00	537,432.00	(1,207.67)	536,224.33	1,606.65	
Mercedes Benz	4.250%	03/10/26	03/10/29	1,075 4.270%	255,000.00	254,892.90	2.42	254,895.32	632.19	
Toyota Motor Credit	4.050%	03/13/26	03/13/29	1,078 4.060%	400,000.00	399,856.00	3.02	399,859.02	810.00	
KLA Corp	4.100%	11/14/25	03/15/29	1,080 4.080%	405,000.00	405,271.35	(28.99)	405,242.36	738.00	
Home Depot	4.900%	12/04/25	04/15/29	1,111 3.970%	185,000.00	190,337.25	(497.36)	189,839.89	4,179.97	
American Express Co	4.731%	04/25/25	04/25/29	1,121 4.730%	220,000.00	220,000.00	0.00	220,000.00	4,510.22	
Bank of America Corp	4.623%	05/09/25	05/09/29	1,135 4.620%	390,000.00	390,000.00	0.00	390,000.00	7,111.72	
American Express Co	4.351%	02/04/26	07/20/29	1,207 4.190%	270,000.00	271,409.40	(86.72)	271,322.68	2,316.91	
Bank of NY Mellon	6.317%	03/05/26	10/25/29	1,304 4.620%	285,000.00	300,991.35	(412.97)	300,578.38	7,801.50	
Wells Fargo	4.182%	01/23/26	01/23/30	1,394 4.180%	95,000.00	95,000.00	0.00	95,000.00	750.44	
Adobe Inc	2.300%	02/25/26	02/01/30	1,403 4.090%	90,000.00	84,208.50	137.00	84,345.50	345.00	
Adobe Inc	2.300%	02/10/26	02/01/30	1,403 4.130%	230,000.00	214,705.00	507.20	215,212.20	881.67	
Adobe Inc	2.300%	02/06/26	02/01/30	1,403 4.130%	400,000.00	373,388.00	949.48	374,337.48	1,533.33	
Morgan Stanley Bank	4.213%	02/02/26	02/08/30	1,410 4.220%	260,000.00	259,940.20	3.05	259,943.25	1,795.21	
Morgan Stanley Bank	4.213%	02/02/26	02/08/30	1,410 4.210%	290,000.00	290,000.00	0.00	290,000.00	2,002.35	
Blackrock Inc	2.400%	06/27/25	04/30/30	1,491 4.300%	290,000.00	266,196.80	3,424.99	269,621.79	2,919.33	
National Secs Clearing	4.700%	05/20/25	05/20/30	1,511 4.710%	415,000.00	414,742.70	41.32	414,784.02	7,097.65	
Citibank NA	4.914%	05/29/25	05/29/30	1,520 4.910%	250,000.00	250,000.00	0.00	250,000.00	4,163.25	
Analog Devices Inc	4.500%	06/16/25	06/15/30	1,537 4.520%	400,000.00	399,648.00	51.82	399,699.82	5,300.00	
Intuit Inc	1.650%	02/19/26	07/15/30	1,567 4.220%	180,000.00	161,609.40	447.01	162,056.41	627.00	
Novartis Capital	4.100%	11/05/25	11/05/30	1,680 4.170%	275,000.00	274,175.00	61.88	274,236.88	4,572.64	
Shell Finance US	4.125%	11/06/25	11/06/30	1,681 4.190%	270,000.00	269,203.50	58.47	269,261.97	4,485.94	
Meta Platforms Inc	4.200%	11/03/25	11/15/30	1,690 4.230%	370,000.00	369,563.40	33.50	369,596.90	6,388.67	
Totalenerg Cap USA LLC	4.248%	01/13/26	01/13/31	1,749 4.250%	250,000.00	250,000.00	0.00	250,000.00	2,301.00	
Totalenerg Cap USA LLC	4.248%	01/13/26	01/13/31	1,749 4.180%	340,000.00	341,054.00	(42.21)	341,011.79	3,129.36	
Alphabet Inc	4.100%	02/13/26	02/15/31	1,782 4.170%	230,000.00	229,247.90	18.88	229,266.78	1,257.33	
Alphabet Inc	4.100%	02/17/26	02/15/31	1,782 4.110%	280,000.00	279,868.40	3.00	279,871.40	1,530.67	
Alphabet Inc	4.100%	02/17/26	02/15/31	1,782 4.120%	310,000.00	309,705.50	7.12	309,712.62	1,694.67	
Amazon Com Inc	4.250%	03/13/26	03/13/31	1,808 4.280%	240,000.00	239,635.20	4.32	239,639.52	510.00	
Amazon Com Inc	4.250%	03/13/26	03/13/31	1,808 4.290%	310,000.00	309,504.00	5.75	309,509.75	658.75	
Abbvie Inc	4.125%	03/04/26	03/15/31	1,810 4.130%	245,000.00	244,931.40	1.17	244,932.57	757.97	
Abbott Laboratories	4.000%	03/09/26	03/15/31	1,810 4.030%	400,000.00	399,420.00	6.73	399,426.73	977.78	
BMW US Capital	4.650%	03/19/26	03/19/31	1,814 4.670%	270,000.00	269,762.40	1.88	269,764.28	418.50	
Salesforce Inc	4.900%	03/13/26	09/15/31	1,994 4.940%	545,000.00	543,959.05	9.58	543,968.63	1,335.25	
Morgan Stanley Bank	4.493%	01/20/26	01/16/32	2,117 4.490%	270,000.00	270,000.00	0.00	270,000.00	2,392.52	
Goldman Sachs Group	4.516%	01/21/26	01/21/32	2,122 4.520%	270,000.00	270,000.00	0.00	270,000.00	2,370.90	
UBS AG Stamford Ct	4.632%	03/16/26	01/21/32	2,122 4.630%	400,000.00	400,000.00	0.00	400,000.00	772.00	
Truist Bank	4.136%	01/23/26	10/23/29	1,302 4.230%	540,000.00	538,137.00	86.74	538,223.74	9,802.32	
	Weighted Avg Maturity		1.327		3.826%	\$ 55,083,657.19	\$ 54,490,392.79	\$ 278,724.22	\$ 54,769,117.01	\$ 378,378.92
Water Fund L-T Water Capital Reserve (01-121900)										
IIIT - Money Market (PFM Asset Management)	3.660%	03/31/26	04/01/26	1 3.660%	198,234.43	198,234.43	0.00	198,234.43	-	
US Treasury Notes	4.500%	03/13/25	05/15/27	410 3.960%	225,000.00	227,496.09	(1,182.15)	226,313.94	3,831.84	
US Treasury Notes	3.875%	10/06/25	05/31/27	426 3.600%	100,000.00	100,429.69	(123.84)	100,305.85	1,298.76	
US Treasury Notes	3.500%	10/29/25	09/30/27	548 3.500%	100,000.00	99,992.19	1.74	99,993.93	9.56	
US Treasury Notes	3.500%	10/29/25	09/30/27	548 3.500%	130,000.00	129,994.92	1.13	129,996.05	12.43	
US Treasury Notes	3.875%	01/21/26	11/30/27	609 3.590%	200,000.00	201,015.63	(101.96)	200,913.67	2,597.53	
US Treasury Notes	3.625%	01/26/26	03/31/28	731 3.610%	85,000.00	85,016.60	(1.17)	85,015.43	8.42	
US Treasury Notes	1.250%	01/14/26	05/31/28	792 3.550%	100,000.00	94,804.69	445.61	95,250.30	418.96	
US Treasury Notes	1.250%	01/23/26	05/31/28	792 3.640%	110,000.00	104,121.88	449.44	104,571.32	460.85	
US Treasury Notes	1.250%	06/04/21	05/31/28	792 1.230%	275,000.00	275,365.23	(251.94)	275,113.29	1,152.13	
US Treasury Notes	1.250%	10/03/24	05/31/28	792 3.550%	300,000.00	276,562.50	9,209.45	285,771.95	1,256.87	
US Treasury Notes	1.000%	08/02/21	07/31/28	853 0.990%	400,000.00	400,203.13	(135.34)	400,067.79	662.98	
US Treasury Notes	1.125%	09/02/21	08/31/28	884 1.070%	200,000.00	200,679.69	(444.70)	200,234.99	195.65	
US Treasury Notes	3.500%	12/03/25	10/15/28	929 3.540%	220,000.00	219,776.56	24.84	219,801.40	3,553.85	
US Treasury Notes	3.125%	05/01/19	11/15/28	960 2.470%	150,000.00	158,320.31	(6,030.73)	152,289.58	1,774.00	
US Treasury Notes	3.500%	01/20/26	12/15/28	990 3.650%	60,000.00	59,751.56	16.02	59,767.58	617.31	
US Treasury Notes	2.625%	06/03/19	02/15/29	1,052 2.120%	100,000.00	104,406.25	(3,099.17)	101,307.08	326.31	
US Treasury Notes	2.625%	04/01/19	02/15/29	1,052 2.490%	150,000.00	151,769.53	(1,253.79)	150,515.74	489.47	
US Treasury Notes	2.750%	06/03/22	05/31/29	1,157 2.950%	250,000.00	246,933.59	1,678.48	248,612.07	2,304.26	
US Treasury Notes	3.250%	07/06/22	06/30/29	1,187 2.870%	500,000.00	511,992.19	(6,416.83)	505,575.36	4,084.94	
US Treasury Notes	4.125%	01/21/26	10/31/29	1,310 3.750%	175,000.00	177,269.53	(107.92)	177,161.61	3,031.08	
US Treasury Notes	4.000%	08/23/24	10/31/29	1,310 4.290%	400,000.00	394,265.63	2,101.12	396,366.75	6,718.23	
US Treasury Notes	4.000%	03/05/24	10/31/29	1,310 3.750%	550,000.00	556,359.38	(1,839.37)	554,520.01	9,237.57	
US Treasury Notes	1.750%	02/03/20	11/15/29	1,325 1.560%	250,000.00	254,355.47	(2,740.62)	251,614.85	1,655.73	
US Treasury Notes	3.500%	02/02/23	01/31/30	1,402 3.590%	285,000.00	283,408.01	719.04	284,127.05	1,653.31	
US Treasury Notes	1.500%	03/04/22	02/15/30	1,417 1.820%	125,000.00	122,041.02	1,516.67	123,557.69	233.08	
US Treasury Notes	3.625%	08/02/24	03/31/30	1,461 3.940%	600,000.00	590,460.94	2,587.91	593,048.85	59.43	
US Treasury Notes	3.875%	12/26/25	04/30/30	1,491 3.690%	195,000.00	196,439.65	(81.25)	196,358.40	3,172.79	
US Treasury Notes	0.625%	06/29/20	05/15/30	1,506 0.650%	100,000.00	99,765.62	136.56	99,902.18	236.53	
US Treasury Notes	4.000%	01/15/26	05/31/30	1,522 3.670%	95,000.00	96,246.88	(54.95)	96,191.93	1,273.63	
US Treasury Notes	0.625%	11/03/21	08/15/30	1,598 1.500%	250,000.00	232,148.44	8,959.19	241,107.63	194.23	

DuPAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
March 31, 2026

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE	YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 03/31/26	
US Treasury Notes	4.125%	11/05/24	08/31/30	1.614	4.220%	425,000.00	422,808.59	481.61	423,290.20	1,524.46
US Treasury Notes	4.625%	09/03/24	09/30/30	1.644	3.750%	675,000.00	706,851.56	(7,585.56)	699,266.00	85.30
US Treasury Notes	0.875%	12/11/20	11/15/30	1.690	0.880%	200,000.00	199,867.19	70.90	199,938.09	662.29
US Treasury Notes	3.625%	01/21/26	12/31/30	1.736	3.850%	100,000.00	98,984.38	36.73	99,021.11	911.26
US Treasury Notes	3.750%	01/04/24	12/31/30	1.736	3.960%	600,000.00	592,242.19	2,261.05	594,503.24	5,656.08
US Treasury Notes	4.250%	03/25/26	02/28/31	1.795	4.050%	100,000.00	100,894.53	(2.80)	100,891.73	369.57
US Treasury Notes	3.875%	03/31/26	03/31/31	1.826	4.100%	525,000.00	519,606.45	4.23	519,610.68	55.58
US Treasury Notes	4.125%	06/11/25	07/31/31	1.948	4.240%	125,000.00	124,199.22	93.94	124,293.16	854.63
US Treasury Notes	3.750%	12/30/24	08/31/31	1.979	4.510%	190,000.00	181,746.88	1,369.88	183,116.76	619.57
US Treasury Notes	3.750%	03/03/26	08/31/31	1.979	3.690%	300,000.00	300,914.06	(11.91)	300,902.15	978.26
US Treasury Notes	4.125%	07/03/25	10/31/31	2.040	3.920%	375,000.00	379,189.45	(441.47)	378,747.98	6,495.17
US Treasury Notes	1.375%	02/22/22	11/15/31	2.055	1.940%	450,000.00	427,517.58	9,485.27	437,002.85	2,341.68
US Treasury Notes	4.125%	09/30/25	11/30/31	2.070	3.820%	400,000.00	406,546.88	(475.63)	406,071.25	5,530.22
US Treasury Notes	4.500%	10/06/25	12/31/31	2.101	3.810%	775,000.00	804,274.41	(2,038.34)	802,236.07	8,766.92
US Treasury Notes	4.125%	08/05/25	02/29/32	2.161	4.140%	300,000.00	299,765.63	20.76	299,786.39	1,076.09
US Treasury Notes	2.875%	09/04/25	05/15/32	2.237	3.990%	195,000.00	182,378.32	956.53	183,334.85	2,121.70
US Treasury Notes	4.000%	10/29/25	07/31/32	2.314	3.770%	100,000.00	101,359.38	(74.84)	101,284.54	662.98
US Treasury Notes	3.750%	12/26/25	11/30/32	2.436	3.930%	75,000.00	74,188.48	27.22	74,215.70	942.65
US Treasury Notes	3.500%	01/07/26	02/15/33	2.513	3.940%	125,000.00	122,856.45	52.81	122,909.26	1,571.09
US Treasury Notes	4.500%	09/04/25	11/15/33	2.786	4.120%	95,000.00	97,504.88	(149.30)	97,355.58	1,617.89
US Treasury Notes	4.500%	03/04/25	11/15/33	2.786	4.220%	240,000.00	244,762.50	(498.73)	244,263.77	4,087.29
US Treasury Notes	4.250%	04/03/25	11/15/34	3.151	4.150%	200,000.00	201,515.63	(129.07)	201,386.56	3,216.85
US Treasury Notes	4.250%	02/06/25	11/15/34	3.151	4.550%	270,000.00	263,714.06	604.37	264,318.43	4,342.75
New York St Dorm Auth Municipal Bonds	2.888%	03/25/22	03/15/27	349	2.890%	55,000.00	55,000.00	0.00	55,000.00	70.60
NYC Transitional	4.930%	05/29/25	05/01/31	1.857	4.930%	150,000.00	150,000.00	0.00	150,000.00	3,081.25
New York H	5.171%	04/29/25	02/01/32	2.133	5.170%	300,000.00	300,000.00	0.00	300,000.00	2,585.50
Oregon St B	4.891%	04/29/25	05/01/32	2.223	4.890%	75,000.00	75,000.00	0.00	75,000.00	1,528.44
NYC Transitional	5.030%	05/29/25	05/01/32	2.223	5.030%	150,000.00	150,000.00	0.00	150,000.00	3,143.75
FR ZT1267	2.500%	08/21/19	05/01/28	762	2.320%	6,258.84	6,345.88	(65.67)	6,280.21	13.04
FNMA Pool #AU1266	3.000%	10/31/17	07/01/28	823	2.720%	10,707.86	10,980.58	(213.85)	10,766.73	26.77
FG J32374	2.500%	02/17/22	11/01/28	946	2.220%	22,593.43	22,988.82	(241.66)	22,747.16	47.07
Fannie Mae Pool	4.000%	03/18/19	03/01/29	1,066	3.630%	4,772.70	4,919.61	(103.17)	4,816.44	15.91
FNMA Pool #AS4197	3.500%	07/16/15	01/01/30	1,372	3.000%	6,236.47	6,602.86	(270.12)	6,332.74	18.19
FHLMC Pool #U49048	3.000%	03/17/16	08/01/30	1,584	2.630%	8,125.97	8,482.75	(248.54)	8,234.21	20.31
FNMA Pool #AL7738	3.500%	02/17/16	11/01/30	1,676	2.960%	8,362.26	8,904.49	(371.55)	8,532.94	24.39
FR Z57331	3.000%	02/13/20	12/01/30	1,706	2.600%	25,642.62	26,612.23	(546.72)	26,065.51	64.11
FN FM1082	3.000%	08/19/19	09/01/31	1,980	2.720%	15,240.82	15,681.38	(240.82)	15,440.56	38.10
FG G16635	3.000%	04/18/19	02/01/32	2,133	2.930%	21,182.28	21,350.23	(90.97)	21,259.26	52.96
FN FS2986	4.000%	10/21/22	10/01/32	2,376	4.370%	61,071.19	59,258.13	623.81	59,881.94	203.57
FN BM5462	3.000%	06/21/19	11/01/32	2,407	2.800%	23,176.16	23,701.24	(264.82)	23,436.42	57.94
Freddie Mac Pool	4.000%	06/07/18	02/01/33	2,499	3.730%	7,041.99	7,254.33	(112.87)	7,141.46	23.47
FN CA1455	4.000%	12/20/18	03/01/33	2,527	3.760%	20,532.54	21,066.70	(272.59)	20,794.11	68.44
FN BM5830	3.500%	06/05/19	04/01/34	2,923	3.180%	27,500.40	28,531.66	(471.17)	28,060.49	80.21
FN FM0047	3.000%	06/17/21	12/01/34	3,167	2.450%	41,046.28	43,643.74	(919.89)	42,723.85	102.62
FR SB0759	4.500%	10/18/22	03/01/35	3,257	4.630%	56,025.01	55,324.70	194.43	55,519.13	210.09
FR SB0364	3.500%	06/21/21	06/01/35	3,349	2.830%	36,222.01	39,029.22	(955.79)	38,073.43	105.65
FR SB0666	4.000%	05/17/22	06/01/35	3,349	3.750%	72,571.75	74,476.76	(562.86)	73,913.90	241.91
FN FM3701	2.500%	07/27/20	07/01/35	3,379	2.040%	35,520.69	37,601.99	(787.62)	36,814.37	74.00
FR SB0361	3.000%	03/20/23	07/01/35	3,379	3.530%	72,826.29	69,014.29	935.63	69,949.92	182.07
FN FM5714	4.000%	03/19/21	11/01/35	3,502	3.230%	23,180.26	25,252.00	(708.63)	24,543.37	77.27
FR SB1478	5.000%	04/10/25	02/01/40	5,055	4.960%	235,617.91	236,685.55	(48.16)	236,637.39	981.74
FN FM8086	3.500%	10/15/21	07/01/51	9,223	3.090%	124,875.54	134,729.00	(1,468.35)	133,260.65	364.22
FHMS K737 A1	2.116%	01/22/20	06/01/26	62	2.030%	1,321.67	1,328.27	(6.36)	1,321.91	2.33
FHMS K070 A2	3.303%	07/05/24	11/01/27	580	4.890%	275,000.00	261,325.20	6,698.42	268,023.62	756.94
FHMS KJ40 A1	3.400%	07/14/22	06/01/28	793	3.400%	63,156.38	63,155.60	0.48	63,156.08	178.94
FNA 2023-M6 A2	4.190%	07/31/23	07/01/28	823	4.580%	233,709.30	229,747.19	2,120.19	231,867.38	814.90
FHMS K508 A2	4.740%	10/19/23	08/01/28	854	5.260%	250,000.00	244,516.00	2,586.56	247,102.56	987.50
FHMS K506 A2	4.650%	09/14/23	08/01/28	854	4.990%	255,000.00	251,227.79	1,819.53	253,047.32	988.13
FHMS K509 A2	4.850%	10/31/23	09/01/28	885	5.600%	190,000.00	183,942.23	2,720.89	186,663.12	767.92
FHMS K507 A2	4.800%	09/28/23	09/01/28	885	5.070%	250,000.00	247,011.75	1,378.43	248,390.18	1,000.00
FHMS K510 A2	5.069%	11/21/23	10/01/28	915	5.140%	90,000.00	89,739.81	116.12	89,855.93	380.18
FHMS K511 A2	4.860%	12/07/23	10/25/28	939	4.930%	140,000.00	139,597.78	178.18	139,775.96	567.00
FHMS K512 A2	5.000%	12/21/23	11/01/28	946	4.780%	84,222.92	78,625.73	3,150.02	81,775.75	210.56
FHMS K750 A1	3.000%	11/03/22	11/01/28	946	4.260%	119,777.07	120,895.55	(482.47)	120,413.08	499.07
FHMS KJ45 A1	4.455%	05/25/23	11/01/28	946	4.460%	198,453.09	198,452.69	0.21	198,452.90	736.76
FHMS KJ43 A1	4.377%	12/15/22	12/01/28	976	4.380%	116,056.03	116,054.05	1.08	116,055.13	423.31
FHMS K514 A2	4.572%	06/06/24	12/01/28	976	4.960%	265,000.00	260,859.38	1,537.69	262,397.07	1,009.65
FHMS KJ44 A1	4.558%	02/23/23	01/25/29	1,031	4.560%	47,686.25	47,684.76	0.78	47,685.54	181.13
FHMS K752 A1	4.284%	08/24/23	01/01/29	1,007	4.910%	94,971.11	92,165.77	1,347.31	93,513.08	339.05
FHMS K749 A2	2.120%	04/15/25	03/01/29	1,066	4.200%	200,000.00	184,835.94	3,451.51	188,287.45	353.33
FHMS KJ42 A1	3.902%	09/15/22	07/01/29	1,188	3.900%	83,051.13	83,047.96	1.64	83,049.60	270.05
FHMS K526 A2	4.543%	08/15/24	07/01/29	1,188	4.330%	240,000.00	242,244.96	(684.01)	241,560.95	908.60
FHMS K097 A2	2.508%	07/17/24	07/01/29	1,188	4.520%	270,000.00	245,552.34	7,661.41	253,213.75	564.30
FHMS K529 A2	4.791%	10/16/24	09/01/29	1,250	4.340%	160,000.00	163,197.92	(870.20)	162,327.72	638.80
FHMS K120 A1	0.892%	04/01/24	07/01/30	1,553	3.310%	222,487.00	191,773.37	9,013.77	200,787.14	165.38

DuPAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
March 31, 2026

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE	YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 03/31/26
FHMS KJ49 A1	5.007%	02/19/24	09/01/30	1.615 5.010%	181,256.39	181,251.14	1.61	181,252.75	756.29
FHR 4096 PA	1.375%	02/21/20	08/01/27	488 1.490%	9,059.60	8,985.99	60.09	9,046.08	10.38
FNR 2012-145 EA	1.250%	02/07/20	01/01/28	641 1.440%	5,428.17	5,351.20	59.39	5,410.59	5.65
FNR 2013-39 MP	1.750%	12/09/19	05/01/28	762 1.860%	15,185.17	15,057.04	95.54	15,152.58	22.15
Fannie Mae	2.500%	10/25/19	03/01/33	2,527 2.400%	22,905.98	23,156.52	(120.00)	23,036.52	47.72
Freddie Mac	3.000%	05/03/19	04/01/34	2,923 2.960%	27,988.70	28,126.46	(63.62)	28,062.84	69.97
FHR 5050 XL	1.000%	02/11/22	07/01/36	3,745 1.80%	32,282.70	31,515.97	219.96	31,735.93	26.90
FHR 5050 XL	1.000%	07/19/24	07/01/36	3,745 1.820%	136,956.89	124,866.17	1,486.99	126,353.16	114.13
FHR 5050 XA	1.000%	07/24/24	07/01/39	4,840 1.690%	141,583.55	128,708.29	1,231.45	129,939.74	117.99
FHR 5042 DA	1.000%	07/24/24	05/01/41	5,510 1.550%	142,264.03	130,749.54	976.43	131,725.97	118.55
FNR 2015-33 P	2.500%	02/14/20	06/01/45	7,002 2.400%	13,393.83	13,649.15	(61.58)	13,587.57	27.90
FNR 2016-79 HA	2.000%	06/05/20	11/01/46	7,520 1.830%	24,547.03	25,444.53	(197.03)	25,247.50	40.91
FNR 2019-13A	3.500%	01/23/24	04/01/49	8,402 3.840%	201,781.35	190,848.91	586.28	191,435.19	588.53
Federal Home Loan Bank Notes	0.830%	08/19/22	02/10/27	316 3.370%	245,000.00	219,338.70	20,739.30	240,078.00	288.08
Fannie Mae Notes	0.750%	10/07/20	10/08/27	556 0.770%	210,000.00	209,699.70	235.09	209,934.79	756.88
Fannie Mae Notes	0.875%	08/05/20	08/05/30	1,588 0.930%	100,000.00	99,485.00	291.20	99,776.20	136.11
Federal Home Loan Bank Notes	3.500%	08/05/22	06/11/32	2,264 3.120%	230,000.00	237,378.40	(2,738.29)	234,640.11	2,459.72
BMW US Capital	4.900%	04/02/24	04/02/27	367 4.940%	95,000.00	94,886.95	73.47	94,960.42	2,314.57
American Honda Finance	4.900%	07/10/24	07/09/27	465 4.950%	185,000.00	184,761.35	133.28	184,894.63	2,064.81
National Rural Util Corp	4.750%	02/07/25	02/07/28	678 4.650%	55,000.00	54,975.80	8.90	54,984.70	391.88
Mars Inc	4.600%	03/12/25	03/01/28	701 4.600%	50,000.00	49,999.50	0.23	49,999.73	191.67
Mars Inc	4.600%	03/12/25	03/01/28	701 4.530%	80,000.00	80,157.60	(55.12)	80,102.48	306.67
Kenvue Inc	5.050%	06/30/25	03/22/28	722 4.120%	150,000.00	153,541.50	(968.56)	152,572.94	189.38
Citigroup Inc	4.643%	05/07/25	05/07/28	768 4.640%	200,000.00	200,000.00	0.00	200,000.00	3,714.40
National Secs Clearing	5.000%	11/24/25	05/30/28	791 3.700%	300,000.00	307,494.00	(1,045.15)	306,448.85	5,041.67
HSBC USA	4.650%	06/03/25	06/03/28	795 4.650%	200,016.00	200,016.00	(4.15)	200,011.85	3,048.33
Target Corp	4.350%	06/10/25	06/15/28	807 4.350%	35,000.00	34,999.65	0.13	34,999.78	448.29
PNC Financial	4.075%	01/26/26	01/26/29	1,032 4.080%	115,000.00	115,000.00	0.00	115,000.00	846.13
Astrazeneca Finance LLC	4.850%	04/16/25	02/26/29	1,063 4.510%	110,000.00	111,287.00	(306.01)	110,980.99	518.68
Cisco Systems Inc	4.850%	11/07/25	02/26/29	1,063 4.020%	210,000.00	215,336.10	(625.85)	214,710.25	990.21
Mercedes Benz	4.250%	03/10/26	03/10/29	1,075 4.270%	150,000.00	149,937.00	1.42	149,938.42	371.88
KLA Corp	4.100%	11/14/25	03/15/29	1,080 4.080%	215,000.00	215,144.05	(15.39)	215,128.66	391.78
Home Depot	4.900%	12/04/25	04/15/29	1,111 3.970%	100,000.00	102,885.00	(268.84)	102,616.16	2,259.44
American Express Co	4.731%	04/25/25	04/25/29	1,121 4.730%	115,000.00	115,000.00	0.00	115,000.00	2,357.62
Bank of America Corp	4.623%	05/09/25	05/09/29	1,135 4.620%	200,000.00	200,000.00	0.00	200,000.00	3,647.03
Roche Holdings	4.203%	10/15/25	09/09/29	1,258 4.060%	200,980.00	200,980.00	(110.49)	200,869.51	513.70
Bank of NY Mellon	6.317%	03/05/26	10/25/29	1,304 4.620%	155,000.00	163,697.05	(224.60)	163,472.45	4,242.92
Wells Fargo	4.182%	01/23/26	01/23/30	1,394 4.180%	50,000.00	50,000.00	0.00	50,000.00	394.97
Adobe Inc	2.300%	02/25/26	02/01/30	1,403 4.090%	45,000.00	42,104.25	68.50	42,172.75	172.50
Adobe Inc	2.300%	02/10/26	02/01/30	1,403 4.130%	125,000.00	116,687.50	275.65	116,963.15	479.17
Adobe Inc	2.300%	02/06/26	02/01/30	1,403 4.130%	220,000.00	205,363.40	522.22	205,885.62	843.33
Morgan Stanley Bank	4.213%	02/02/26	02/08/30	1,410 4.220%	50,000.00	49,988.50	0.59	49,989.09	345.23
Morgan Stanley Bank	4.213%	02/02/26	02/08/30	1,410 4.210%	250,000.00	250,000.00	0.00	250,000.00	1,726.16
National Secs Clearing	4.700%	05/20/25	05/20/30	1,511 4.710%	250,000.00	249,845.00	24.89	249,869.89	4,275.69
Citibank NA	4.914%	05/29/25	05/29/30	1,520 4.910%	250,000.00	250,000.00	0.00	250,000.00	4,163.25
John Deere Capital	4.550%	06/05/25	06/05/30	1,527 4.560%	100,000.00	99,947.00	8.21	99,955.21	1,466.11
Analog Devices Inc	4.500%	06/16/25	06/15/30	1,537 4.520%	200,000.00	199,824.00	25.91	199,849.91	2,650.00
Intuit Inc	1.650%	02/19/26	07/15/30	1,567 4.220%	95,000.00	85,293.85	235.92	85,529.77	330.92
Novartis Capital	4.100%	11/05/25	11/05/30	1,680 4.170%	260,000.00	259,220.00	58.51	259,278.51	4,323.22
Shell Finance US	4.125%	11/06/25	11/06/30	1,681 4.210%	95,000.00	94,635.20	26.99	94,662.19	1,578.39
Shell Finance US	4.125%	11/06/25	11/06/30	1,681 4.190%	195,000.00	194,424.75	42.23	194,466.98	3,239.84
Totalenergi Cap USA LLC	4.248%	01/13/26	01/13/31	1,749 4.250%	135,000.00	135,000.00	0.00	135,000.00	1,242.54
Alphabet Inc	4.100%	02/17/26	02/15/31	1,782 4.120%	90,000.00	89,914.50	2.07	89,916.57	492.00
Alphabet Inc	4.100%	02/13/26	02/15/31	1,782 4.170%	125,000.00	124,591.25	10.26	124,601.51	683.33
Cummins Inc	4.700%	05/09/25	02/15/31	1,782 4.700%	200,000.00	199,926.00	10.24	199,936.24	1,201.11
Morgan Stanley Bank	4.493%	01/20/26	01/16/32	2,117 4.490%	150,000.00	150,000.00	0.00	150,000.00	1,329.18
Goldman Sachs Group	4.516%	01/21/26	01/21/32	2,122 4.520%	150,000.00	150,000.00	0.00	150,000.00	1,317.17
UBS AG Stamford Ct	4.632%	03/16/26	01/21/32	2,122 4.630%	250,000.00	250,000.00	0.00	250,000.00	482.50
Totalenergi Cap USA LLC	4.569%	01/13/26	01/13/33	2,480 4.570%	290,000.00	290,000.00	0.00	290,000.00	2,870.86
Alphabet Inc	4.400%	02/13/26	02/15/33	2,513 4.500%	290,000.00	288,341.20	28.73	288,369.93	1,701.33
Toyota Motor Credit	4.600%	03/13/26	03/11/33	2,537 4.420%	220,000.00	219,597.40	2.83	219,600.23	506.00
Amazon Com Inc	4.550%	03/13/26	03/13/33	2,539 4.420%	290,000.00	289,466.40	3.66	289,470.06	659.75
Abbott Laboratories	4.300%	03/09/26	03/15/33	2,541 4.420%	150,000.00	149,719.50	2.93	149,722.43	394.17
Abbvie Inc	4.400%	03/04/26	03/15/33	2,541 4.420%	150,000.00	149,791.50	2.11	149,793.61	495.00
Salesforce Inc	5.200%	03/13/26	03/15/33	2,541 4.420%	295,000.00	294,348.05	5.52	294,353.57	767.00
Novartis Capital	4.600%	03/18/26	03/18/33	2,544 4.420%	260,000.00	258,892.40	5.69	258,898.09	431.89
BMW US Capital	5.000%	03/19/26	03/19/33	2,545 4.420%	290,000.00	289,730.30	1.40	289,731.70	483.33
Truist Bank	4.136%	01/23/26	10/23/29	1,302 4.230%	290,000.00	288,999.50	46.58	289,046.08	5,264.21
Weighted Avg Maturity			1.692	3.844%	\$ 29,734,091.04	\$ 29,548,098.82	\$ 63,376.07	\$ 29,611,474.89	\$ 219,008.50

DuPAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
March 31, 2026

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 03/31/26
Capital Reserve (01-122000)										
IIT - Money Market (PFM Asset Management)	3.660%	03/31/26	04/01/26	1	3.660%	51,583.26	51,583.26	0.00	51,583.26	-
US Treasury Notes	2.250%	11/05/24	02/15/27	321	4.180%	475,000.00	455,220.70	11,956.13	467,176.83	1,328.56
US Treasury Notes	4.500%	03/13/25	05/15/27	410	3.960%	500,000.00	505,546.88	(2,627.02)	502,919.86	8,515.19
US Treasury Notes	4.500%	11/17/28	05/15/27	410	3.590%	600,000.00	607,875.00	(1,930.07)	605,944.93	10,218.23
US Treasury Notes	4.500%	02/07/25	05/15/27	410	4.260%	1,600,000.00	1,608,250.00	(4,072.05)	1,604,177.95	27,248.62
US Treasury Notes	3.875%	10/06/25	05/31/27	426	3.600%	140,000.00	140,601.56	(173.37)	140,428.19	1,818.27
US Treasury Notes	3.875%	07/22/25	05/31/27	426	3.870%	280,000.00	280,010.94	(3.68)	280,007.26	3,636.54
US Treasury Notes	3.125%	09/04/25	08/31/27	518	3.680%	1,725,000.00	1,706,874.02	5,120.08	1,711,994.10	4,687.50
US Treasury Notes	2.250%	01/05/26	11/15/27	594	3.480%	235,000.00	229,831.84	642.42	230,474.26	2,001.07
US Treasury Notes	3.875%	01/21/26	11/30/27	609	3.590%	670,000.00	673,402.34	(341.56)	673,060.78	8,701.72
US Treasury Notes	3.500%	01/21/26	01/31/28	671	3.600%	325,000.00	324,377.93	57.88	324,435.81	1,885.36
US Treasury Notes	3.500%	01/07/26	01/31/28	671	3.470%	2,150,000.00	2,151,259.77	(135.00)	2,151,124.77	12,472.38
US Treasury Notes	1.125%	04/03/25	02/29/28	700	3.840%	400,000.00	370,421.88	9,754.10	380,175.98	391.30
US Treasury Notes	3.375%	03/13/26	02/29/28	700	3.740%	1,500,000.00	1,489,570.31	267.63	1,489,837.94	4,402.17
US Treasury Notes	1.125%	03/05/26	02/29/28	700	3.430%	3,000,000.00	2,868,046.88	4,751.16	2,872,798.04	2,934.78
US Treasury Notes	3.750%	03/31/26	04/15/28	746	4.020%	1,500,000.00	1,492,207.03	12.72	1,492,219.75	25,961.54
US Treasury Notes	3.750%	05/21/25	05/15/28	776	3.940%	200,000.00	198,953.13	290.63	199,243.76	2,838.40
US Treasury Notes	3.750%	07/03/25	05/15/28	776	3.690%	1,950,000.00	1,952,970.70	(739.14)	1,952,231.56	27,674.38
US Treasury Notes	1.125%	01/14/26	05/31/28	792	3.550%	400,000.00	379,218.75	1,782.47	381,001.22	1,675.82
US Treasury Notes	1.125%	01/23/26	05/31/28	792	3.640%	600,000.00	567,937.50	2,451.54	570,389.04	2,513.74
US Treasury Notes	3.750%	06/05/25	05/31/28	792	3.890%	775,000.00	769,248.05	1,519.69	770,767.74	9,416.04
US Treasury Notes	4.000%	08/05/25	06/30/28	822	3.890%	1,725,000.00	1,730,053.71	(1,088.90)	1,728,964.81	17,345.30
US Treasury Notes	4.125%	09/04/25	07/31/28	853	3.650%	1,400,000.00	1,418,210.94	(3,428.18)	1,414,782.76	9,571.82
US Treasury Notes	3.500%	12/03/25	10/15/28	929	3.540%	385,000.00	384,608.98	43.47	384,652.45	6,219.23
US Treasury Notes	3.500%	03/04/26	10/15/28	929	3.550%	1,000,000.00	998,710.94	37.56	998,748.50	16,153.85
US Treasury Notes	4.875%	12/04/25	10/31/28	945	3.500%	300,000.00	311,285.16	(1,209.15)	310,076.01	6,140.88
US Treasury Notes	3.500%	01/20/26	11/15/28	960	3.620%	50,000.00	49,333.98	99.63	49,433.61	591.33
US Treasury Notes	3.500%	01/22/26	11/15/28	960	3.650%	415,000.00	413,330.27	107.81	413,438.08	5,497.03
Conneticut St Txbi	5.050%	06/22/23	05/15/26	45	4.550%	90,000.00	91,206.90	(1,155.99)	90,050.91	1,717.00
New York H	4.669%	04/29/25	02/01/28	672	4.670%	125,000.00	125,000.00	0.00	125,000.00	972.71
NYC Transitional	4.487%	05/29/25	05/01/28	762	4.490%	125,000.00	125,000.00	0.00	125,000.00	2,336.98
Oregon St B	4.368%	04/29/25	05/01/28	762	4.370%	145,000.00	145,000.00	0.00	145,000.00	2,639.00
FN AL2092	3.000%	03/06/18	07/01/27	457	2.980%	10,574.71	10,587.92	(11.36)	10,576.56	26.44
Fannie Mae Pool	3.500%	04/05/18	02/01/28	672	3.230%	29,202.80	29,868.98	(538.19)	29,330.79	85.17
Fannie Mae Pool	3.500%	04/05/18	03/01/28	701	3.230%	14,280.37	14,606.14	(260.98)	14,345.16	41.65
Fannie Mae Pool	3.500%	04/05/18	04/01/28	732	3.240%	17,652.52	18,038.67	(306.79)	17,731.88	51.49
FR ZT1267	2.500%	08/21/19	05/01/28	762	2.320%	16,429.41	16,657.88	(172.36)	16,485.52	34.23
FN CA1940	4.000%	07/11/18	06/01/28	793	3.640%	20,108.78	20,705.76	(463.02)	20,242.74	67.03
FG J32374	2.500%	02/17/22	11/01/28	946	2.220%	67,010.12	68,182.80	(716.74)	67,466.06	139.60
Fannie Mae Pool	4.000%	03/18/19	03/01/29	1,066	3.630%	13,295.37	13,704.62	(287.39)	13,417.23	44.32
FN FS2986	4.000%	10/21/22	10/01/32	2,376	4.370%	170,999.38	165,922.83	1,746.65	167,669.48	570.00
FR SB0364	3.500%	06/21/21	06/01/35	3,349	2.830%	108,665.99	117,087.60	(2,867.36)	114,220.24	316.94
FNA 2016-M12 A2	2.527%	11/27/23	09/01/26	154	5.050%	288,392.62	269,083.84	15,610.10	284,693.94	468.27
FNA 2017-M8 A2	3.061%	06/28/24	05/01/27	396	4.920%	258,007.61	245,318.87	7,264.53	252,583.40	658.13
FHMS K066 A2	3.117%	08/15/24	06/01/27	427	4.170%	494,729.00	480,602.17	7,782.32	488,384.49	1,285.06
FNA 2024-M6 A2	2.905%	12/17/24	07/01/27	457	4.320%	503,669.56	486,041.13	8,415.85	494,456.98	1,218.97
FHMS KJ28 A2	2.308%	01/11/24	10/01/27	549	3.910%	325,789.33	307,310.97	10,455.27	317,766.24	626.60
FHMS K070 A2	3.303%	07/05/24	11/01/27	580	4.890%	500,000.00	475,136.72	12,178.96	487,315.68	1,376.25
FHMS K071 A2	3.286%	03/31/25	11/01/27	580	4.360%	500,000.00	486,914.06	4,476.42	491,390.48	1,369.17
FHMS K072 A2	3.444%	04/11/25	12/01/27	610	4.200%	465,000.00	455,936.13	3,119.21	459,055.34	1,334.55
FNA 2018-M2 A2	3.003%	04/08/25	01/01/28	641	4.070%	439,378.82	426,918.31	4,181.75	431,100.06	1,072.25
FHMS K506 A1	4.650%	09/14/23	05/01/28	762	5.010%	631,059.04	621,621.57	4,823.37	626,444.94	2,445.35
FHMS KJ46 A1	4.777%	04/05/24	06/01/28	793	4.990%	467,212.69	463,380.08	1,805.36	465,185.44	1,859.90
FNA 2023-M6 A2	4.190%	07/31/23	07/01/28	823	4.580%	591,147.03	581,125.24	5,362.83	586,488.07	2,061.21
FHMS K514 A2	4.572%	03/06/26	12/01/28	976	3.950%	510,000.00	518,466.80	(197.14)	518,269.66	1,943.10
FHMS K109 A1	1.036%	04/24/24	10/01/29	1,280	3.380%	581,275.11	512,793.63	0.00	512,793.63	501.83
FHMS K106 A1	1.783%	04/11/24	10/01/29	1,280	3.680%	616,392.80	557,715.09	19,475.16	577,190.25	915.86
FHMS K124 A1	0.964%	12/24/25	08/01/30	1,584	2.470%	504,644.58	471,014.75	1,831.89	472,846.64	405.40
FHR 4096 PA	1.375%	02/21/20	08/01/27	488	1.490%	23,541.33	23,350.06	156.14	23,506.20	26.97

DuPAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
March 31, 2026

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE	YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 03/31/26	
FNR 2013-39 MP	1.750%	12/09/19	05/01/28	762	1.860%	40,766.29	40,422.33	256.47	40,678.80	59.45
FHR 5050 XL	1.000%	02/11/22	07/01/36	3,745	1.800%	95,869.82	93,592.91	653.18	94,246.09	79.89
FHR 5050 XL	1.000%	07/16/24	07/01/36	3,745	1.820%	196,218.27	196,218.27	2,336.70	198,554.97	179.35
FHR 5050 XA	1.000%	07/24/24	07/01/39	4,840	1.690%	257,424.62	234,015.07	2,239.00	236,254.07	214.52
FHR 5277 CA	2.500%	04/08/24	12/01/39	4,993	3.140%	274,963.85	252,988.22	2,769.78	255,758.00	572.84
FHR 5042 DA	1.000%	07/24/24	05/01/41	5,510	1.550%	256,075.27	235,349.18	1,757.58	237,106.76	213.40
FNR 2015-33 P	2.500%	02/14/20	06/01/45	7,002	2.400%	35,158.88	35,829.10	(161.66)	35,667.44	73.25
Federal Home Loan Bank Notes	1.145%	08/14/23	12/30/26	274	4.060%	975,000.00	895,118.25	62,210.54	957,328.79	74.48
Federal Home Loan Bank Notes	0.830%	08/19/22	02/10/27	316	3.370%	675,000.00	604,300.50	57,138.89	661,439.39	793.69
Federal Home Loan Bank Notes	1.020%	08/16/22	02/24/27	330	3.240%	710,000.00	644,104.90	52,821.32	696,926.22	744.32
American Honda Finance	4.900%	03/14/24	03/12/27	346	4.890%	85,000.00	84,953.25	31.29	84,984.54	219.82
American Honda Finance	4.900%	03/13/24	03/12/27	346	4.920%	90,000.00	90,036.90	(24.64)	90,012.26	232.75
BMW US Capital	4.900%	04/02/24	04/02/27	367	4.940%	200,000.00	199,762.00	154.67	199,916.67	4,872.78
American Honda Finance	4.900%	07/10/24	07/09/27	465	4.950%	325,000.00	324,580.75	234.13	324,814.88	3,627.36
National Rural Util Corp	4.750%	02/07/25	02/07/28	678	4.650%	95,000.00	94,958.20	15.37	94,973.57	676.88
Mars Inc	4.600%	03/12/25	03/01/28	701	4.600%	90,000.00	89,999.10	0.41	89,999.51	345.00
Mars Inc	4.600%	03/12/25	03/01/28	701	4.530%	150,000.00	150,295.50	(103.35)	150,192.15	575.00
Abbvie Inc	3.775%	03/04/26	03/03/28	703	3.790%	150,000.00	149,949.00	1.96	149,950.96	424.69
Kenvue Inc	5.050%	06/30/25	03/22/28	722	4.120%	265,000.00	271,256.65	(1,711.13)	269,545.52	334.56
JP Morgan Chase	4.323%	10/06/25	04/26/28	757	4.160%	375,000.00	376,425.00	(435.81)	375,989.19	6,979.84
Citigroup Inc	4.643%	05/07/25	05/07/28	768	4.640%	370,000.00	370,000.00	0.00	370,000.00	6,871.64
National Secs Clearing	5.000%	04/23/25	05/30/28	791	4.310%	250,000.00	254,195.00	(1,246.23)	252,948.77	4,201.39
National Secs Clearing	5.000%	11/24/25	05/30/28	791	3.700%	250,000.00	256,245.00	(870.96)	255,374.04	4,201.39
National Secs Clearing	5.000%	05/23/25	05/30/28	791	4.330%	480,000.00	487,545.60	(2,100.79)	485,444.81	8,066.67
HSBC USA	4.650%	06/03/25	06/03/28	795	4.650%	375,000.00	375,030.00	(7.79)	375,022.21	5,715.63
Analog Devices Inc	4.500%	06/16/25	06/15/28	807	4.290%	275,000.00	274,703.00	75.41	274,778.41	3,441.32
PNC Bank	4.429%	10/08/25	07/21/28	843	4.190%	375,000.00	377,276.25	(596.50)	376,679.75	3,229.48
Intuit Inc	5.125%	02/11/26	09/15/28	899	3.950%	250,000.00	257,172.50	(377.57)	256,794.93	569.44
Novartis Capital	4.100%	11/05/25	11/05/28	950	3.910%	205,000.00	204,954.90	6.02	204,960.92	3,242.42
Novartis Capital	4.100%	11/05/25	11/05/28	950	3.890%	460,000.00	460,156.40	(20.10)	460,136.30	7,275.67
Shell Finance	3.875%	12/22/25	11/13/28	958	3.880%	530,000.00	529,904.60	9.18	529,913.78	7,872.71
Goldman Sachs	4.148%	01/21/26	01/21/29	1,027	4.150%	180,000.00	180,000.00	0.00	180,000.00	1,451.80
Goldman Sachs	4.148%	03/03/26	01/21/29	1,027	4.190%	210,000.00	209,754.30	6.36	209,760.66	1,693.77
National Rural Util Corp	4.850%	03/31/26	02/07/29	1,044	4.430%	380,000.00	384,240.80	0.86	384,241.66	2,764.50
Alphabet Inc	3.700%	02/13/26	02/15/29	1,052	3.830%	75,000.00	74,727.75	11.54	74,739.29	370.00
Realty Income Corp	4.750%	03/18/26	02/15/29	1,052	4.320%	210,000.00	212,448.60	(29.63)	212,418.97	1,274.58
Alphabet Inc	3.700%	02/17/26	02/15/29	1,052	3.740%	440,000.00	439,542.40	18.24	439,560.64	2,170.67
Cisco Systems Inc	4.850%	11/07/25	02/26/29	1,063	4.020%	370,000.00	379,401.70	(1,102.68)	378,299.02	1,744.65
Roche Holdings	4.790%	12/03/25	03/08/29	1,073	4.010%	500,000.00	511,840.00	(1,150.16)	510,689.84	1,530.14
John Deere Capital	3.900%	03/10/26	03/09/29	1,074	3.950%	140,000.00	139,812.40	3.65	139,816.05	318.50
Abbott Laboratories	3.700%	03/09/26	03/09/29	1,074	3.750%	415,000.00	414,472.95	10.82	414,483.77	938.36
Mercedes Benz	4.250%	03/10/26	03/10/29	1,075	4.270%	250,000.00	249,895.00	2.37	249,897.37	619.79
Amazon Com Inc	4.000%	03/13/26	03/13/29	1,078	4.420%	330,000.00	329,963.70	0.83	329,964.53	660.00
Toyota Motor Credit	4.050%	03/13/26	03/13/29	1,078	4.060%	375,000.00	374,865.00	2.84	374,867.84	759.38
Amazon Com Inc	4.000%	03/13/26	03/13/29	1,078	4.420%	445,000.00	444,848.70	2.92	444,851.62	890.00
KLA Corp	4.100%	11/14/25	03/15/29	1,080	4.080%	510,000.00	510,341.70	(36.51)	510,305.19	929.33
Salesforce Inc	4.650%	03/13/26	03/15/29	1,080	4.660%	775,000.00	774,829.50	3.29	774,832.79	1,801.88
Novartis Capital	4.100%	03/18/26	03/16/29	1,081	4.140%	120,000.00	119,859.60	1.76	119,861.36	177.67
UBS AG Stamford Ct	4.302%	03/16/26	03/16/29	1,081	4.300%	250,000.00	250,000.00	0.00	250,000.00	448.13
BMW US Capital	4.400%	03/19/26	03/19/29	1,084	4.440%	750,000.00	749,250.00	9.29	749,259.29	1,100.00
Home Depot	4.900%	12/04/25	04/15/29	1,111	3.970%	375,000.00	385,818.75	(1,008.15)	384,810.60	8,472.92
American Express Co	4.731%	04/25/25	04/25/29	1,121	4.730%	210,000.00	210,000.00	0.00	210,000.00	4,305.21
Northern Trust	3.150%	12/22/25	05/03/29	1,129	3.990%	400,000.00	389,508.00	806.30	390,314.30	5,180.00
Bank of America Corp	4.623%	05/09/25	05/09/29	1,135	4.620%	370,000.00	370,000.00	0.00	370,000.00	6,747.01
American Express Co	4.351%	02/04/26	07/20/29	1,207	4.190%	250,000.00	251,305.00	(80.29)	251,224.71	2,145.28
Bank of NY Mellon	6.317%	03/05/26	10/25/29	1,304	4.620%	270,000.00	285,149.70	(391.23)	284,758.47	7,390.89
Wells Fargo	4.182%	01/23/26	01/23/30	1,394	4.180%	85,000.00	85,000.00	0.00	85,000.00	671.44
Morgan Stanley Bank	4.431%	01/26/26	01/23/30	1,394	4.300%	280,000.00	281,290.80	(53.47)	281,237.33	2,343.51
Morgan Stanley Bank	4.213%	02/02/26	02/08/30	1,410	4.220%	225,000.00	224,948.25	2.64	224,950.89	1,553.54
Morgan Stanley Bank	4.213%	02/02/26	02/08/30	1,410	4.210%	275,000.00	275,000.00	0.00	275,000.00	1,898.78
Truist Bank	4.136%	01/23/26	10/23/29	1,302	4.230%	130,000.00	129,551.50	20.88	129,572.38	2,359.82
Truist Bank	4.136%	11/10/25	10/23/29	1,302	4.230%	375,000.00	373,706.25	119.04	373,825.29	6,807.17
Weighted Avg Maturity			876		3.914%	\$ 52,155,518.94	\$ 51,395,952.65	\$ 297,082.17	\$ 51,693,034.82	\$ 397,952.83
TOTAL ALL FUNDS					3.789%	\$ 149,140,173.37	\$ 147,571,215.96	\$ 655,235.45	\$ 148,226,451.41	\$ 995,340.25
Less: Net Unsettled Trades										
90 DAY US TREASURY YIELD					3.70%				\$ 148,226,451.41	
3 month US Treasury Bill Index					3.71%					
0-3 Year US Treasury Index					3.72%					
1-3 Year US Treasury Index					3.81%					
1-5 Year US Treasury Index					3.84%					
1-10 Year US Treasury Index					3.92%					

March 31, 2026

DuPAGE WATER COMMISSION
WATERLINK INVESTMENTS
(Unaudited)
March 31, 2026

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 03/31/26
Waterlink (01-122500)										
IIIT - Money Market	3.660%	03/31/26	04/01/26	1	3.660%	10,201,256.12	10,201,256.12	0.00	10,201,256.12	-
Autobahn Funding Co	0.000%	03/05/26	04/02/26	2	3.750%	8,000,000.00	7,976,666.67	22,500.00	7,999,166.67	-
Sumitomo Mitsui Trust	0.000%	01/09/26	04/09/26	9	3.750%	8,000,000.00	7,925,000.00	68,333.33	7,993,333.33	-
Cabot Trail Funding	0.000%	01/23/26	04/16/26	16	3.730%	4,350,000.00	4,312,591.21	30,648.17	4,343,239.38	-
Gotham Funding	0.000%	03/05/26	04/30/26	30	3.740%	1,000,000.00	994,182.22	2,805.00	996,987.22	-
Gotham Funding	0.000%	03/05/26	04/30/26	30	3.740%	4,000,000.00	3,976,728.89	11,220.00	3,987,948.89	-
Ionic III	0.000%	02/10/26	05/07/26	37	3.780%	4,100,000.00	4,062,977.00	21,525.00	4,084,502.00	-
Sheffield Receivables	0.000%	02/18/26	05/12/26	42	3.740%	4,350,000.00	4,312,490.92	18,980.50	4,331,471.42	-
Ionic III	0.000%	03/05/26	05/12/26	42	3.810%	4,500,000.00	4,467,615.00	12,858.75	4,480,473.75	-
Atlantic Asset	0.000%	02/24/26	05/21/26	51	3.730%	4,350,000.00	4,311,239.08	16,225.50	4,327,464.58	-
Liberty Street	0.000%	03/05/26	06/04/26	65	3.760%	9,500,000.00	9,409,707.78	26,790.00	9,436,497.78	-
Gotham Funding	0.000%	03/18/26	06/16/26	77	3.950%	5,000,000.00	4,950,625.00	7,680.56	4,958,305.56	-
Mont Blanc	0.000%	03/18/26	06/16/26	77	3.950%	5,000,000.00	4,950,625.00	7,680.56	4,958,305.56	-
Versailles	0.000%	03/12/26	06/26/26	87	3.900%	4,450,000.00	4,398,899.17	9,641.67	4,408,540.84	-
LMA Americas	0.000%	03/20/26	06/29/26	90	3.980%	2,850,000.00	2,818,176.58	3,781.00	2,821,957.58	-
				39	3.783%	\$ 79,651,256.12	\$ 79,068,780.64	\$ 260,670.04	\$ 79,329,450.68	\$ -
									-	
									<u>\$ 79,329,450.68</u>	

DUPAGE WATER COMMISSION
ELMHURST, ILLINOIS
TREASURER'S REPORT
STATEMENT OF CASH FLOWS
For the Period from May 1, 2025 to March 31, 2026

	<u>Operating</u>	<u>Waterlink</u>
<u>CASH FLOWS FROM OPERATING ACTIVITIES</u>		
Cash received from customers	\$ 142,777,088	\$ -
Cash payments to suppliers	(135,075,159)	-
Cash payments to employees	(4,254,127)	-
Net cash from operating activities	<u>3,447,802</u>	<u>-</u>
<u>CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES</u>		
Cash received from sales taxes	207,109	-
Cash received/paid from long term loans	447,202	-
Cash payments for net pension activity	0	-
Net cash from noncapital financing activities	<u>654,311</u>	<u>-</u>
<u>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES</u>		
Interest paid	0	-
Principal paid	0	-
Escrow activity	35,961	53,164,551
Construction and purchase of capital assets	(5,117,201)	-
Net cash from capital and related financing activities	<u>(5,081,240)</u>	<u>53,164,551</u>
<u>CASH FLOWS FROM INVESTING ACTIVITIES</u>		
Investment income	5,434,374	1,374,625
Net cash from investing activities	<u>5,434,374</u>	<u>1,374,625</u>
Net Increase (Decrease) in cash and investments	4,455,247	54,539,176
CASH AND INVESTMENTS, MAY 1, 2025	<u>149,768,536</u>	<u>35,673,160</u>
CASH AND INVESTMENTS, MARCH 31, 2026	<u>\$ 154,223,783</u>	<u>\$ 90,212,336</u>

March 31, 2026
 TREASURER'S REPORT
 DPWC MONTHLY CASH/OPERATING REPORT

	3/31/2026		
	YEAR END TARGETED Reserve or Monthly Cash Amount-Needed	Amount On Hand	Amount Over - (Under) Target
	A	B	C
TABLE 1			
RESERVE ANALYSIS - DWC FUNDS			
A. Operating Reserve <i># of days per current fiscal year management budget</i>	\$ 52,580,083 120	\$ 54,769,117 125	\$ 2,189,034
B. Capital Reserve (3)	\$ 23,950,000	\$ 50,569,307	\$ 26,619,307
C. Long Term Water Capital Reserve	\$ 28,825,000	\$ 29,611,475	\$ 786,475
D. O+M Account (1)	\$ 12,355,617	\$ 12,808,732	\$ 453,115
E. Current Construction Obligation	\$ 1,123,727	\$ 1,123,727	\$ -
F. General Fund	\$ -	\$ 3,172,853	\$ 3,172,853
DWC FUNDS AND ADJUSTED TARGETS	\$ 118,834,428	\$ 152,055,211	\$ 33,220,784
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	\$ 184,834,428	\$ 152,055,211	\$ (32,779,216)
I. Customer Construction Escrows (2)	\$ 2,168,572	\$ 2,168,572	\$ -
J. Customer Construction Escrows Waterlink	\$ 90,212,336	\$ 90,212,336	\$ -
TOTAL SUMMARY CASH + RESERVE ANALYSIS	\$ 277,215,335	\$ 244,436,119	\$ (32,779,216)

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.

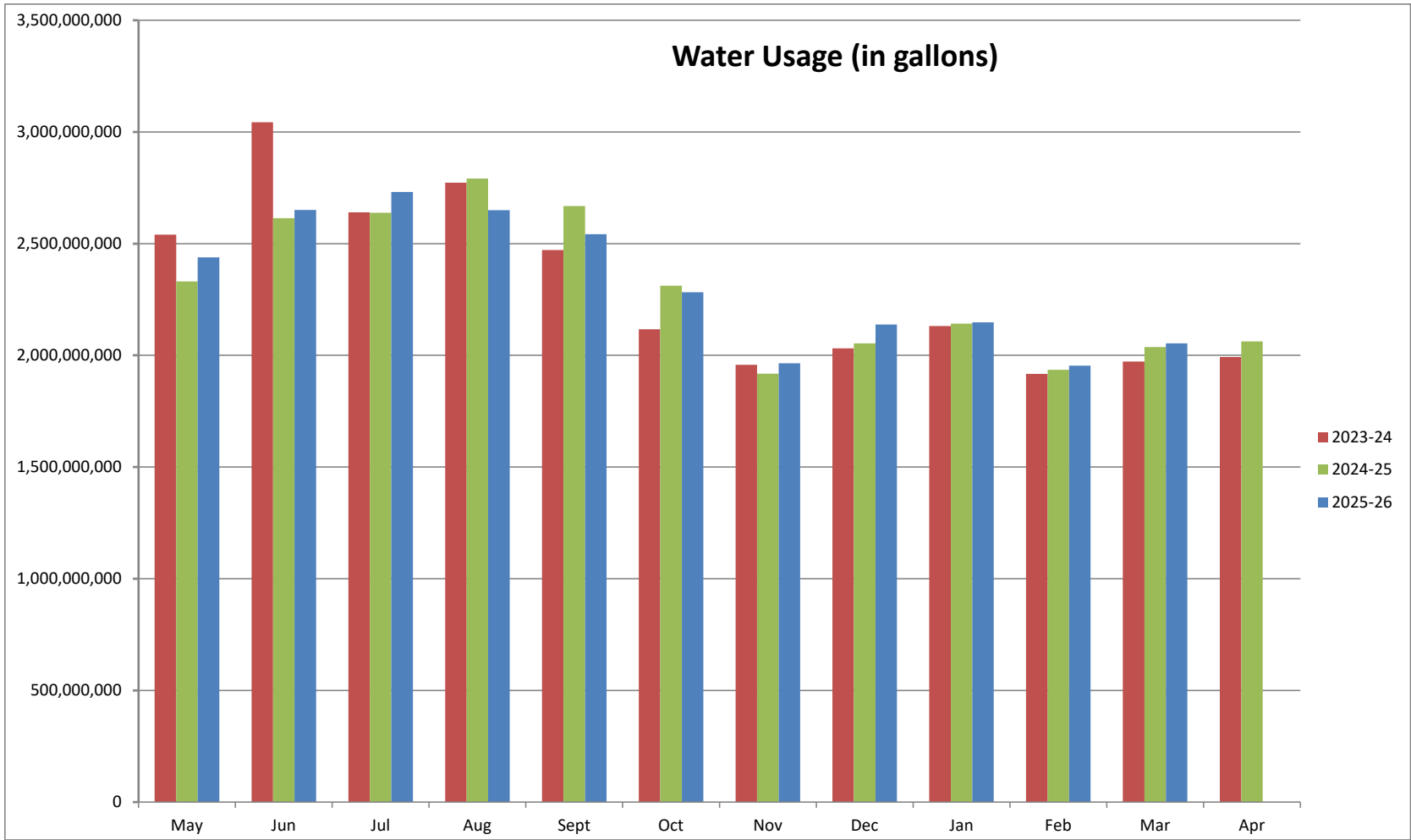


MEMORANDUM

To: Paul May, General Manager
From: Cheryl Peterson, Financial Administrator
Date: 4/7/2026
Subject: Financial Report – March 31, 2026

- Water sales to Commission customers for March 2026 were 11.8 million gallons (0.6%) above March 2025 and increased by 96.9 million gallons compared to February 2026. Year-to-date water sales are up by 73.4 million gallons or 0.3% compared to the prior fiscal year.
- Water sales to Commission customers for March were 130.6 million gallons (7.0%) higher than the budgeted anticipated/forecasted sales for the month. Year-to-date water sales were 1,561.0 million gallons (6.7%) above the budgeted anticipated/forecasted sales.
- For the month of March, water billings to customers for O&M costs were \$11.6 million and water purchases from the City of Chicago were \$10.0 million. Water billing receivables at the March month end (\$16.1 million) were higher compared to the prior month (\$16.0 million). The increase was primarily due to higher water sales and timing of monthly collections.
- For the eleven months ended March 31, 2026, \$150.5 million of the \$148.9 million revenue budget has been realized. Therefore, 101% of the revenue budget has been accounted for year to date. For the same period, \$148.5 million of the \$158.6 million expenditure budget has been realized, and this accounts for 94% 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 \$15.0 million and \$3.2 million, respectively.

cc: Chairman and Commissioners



DuPage Water Commission
 Summary of Specific Account Target and Summary of Net Assets
 March 31, 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)	\$ 14,977,303.41	\$ 14,524,188.87		Positive Net Assets
General Account	\$ 3,172,852.95	\$ -		Positive Net Assets
Operating Reserve	\$ 54,769,117.01		\$ 52,580,083.00	Target Met
Capital Reserve (2)	\$ 51,693,034.82		\$ 25,073,727.39	Target Met
Capital Reserve/Alt Water & Waterlink Upsize (3)	\$ -		\$ 66,000,000.00	Not Fully Funded
L-T Water Capital Reserve	\$ 29,611,474.89		\$ 28,825,000.00	Target Met
Waterlink Escrow	\$ 90,212,335.60	\$ 90,212,335.60		Positive Net Assets
	\$ 244,436,118.68	\$ 104,736,524.47	\$ 172,478,810.39	\$ (32,779,216.18)

Total Net Assets - All Commission Accounts	
Restricted	\$ -
Unrestricted	\$ 165,862,507.80
Invested in Capital Assets, net	\$ 396,039,267.97
Total	\$ 561,901,775.77

- (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	16,880,216.59	37,734,279.08	-20,854,062.49
120 - INVESTMENTS	227,555,902.09	149,344,081.38	78,211,820.71
131 - WATER SALES	16,100,660.93	14,815,099.74	1,285,561.19
132 - INTEREST RECEIVABLE	995,340.25	777,518.45	217,821.80
134 - OTHER RECEIVABLE	64,047.86	-5,292,347.01	5,356,394.87
135 - LOAN RECEIVABLE - CURRENT	-7,584.32	-9,012.21	1,427.89
150 - INVENTORY	333,713.00	325,496.00	8,217.00
155 - PREPAIDS	555,840.25	599,147.25	-43,307.00
Total Level1 10 - CURRENT ASSETS:	262,478,136.65	198,294,262.68	64,183,873.97
Level1: 17 - NONCURRENT ASSETS			
170 - FIXED ASSETS	628,479,815.24	625,589,856.78	2,889,958.46
175 - LESS: ACCUMULATED DEPRECIATION	-248,376,702.33	-238,639,006.70	-9,737,695.63
180 - CONSTRUCTION IN PROGRESS	15,936,155.06	13,149,231.57	2,786,923.49
190 - LONG-TERM ASSETS	10,016,373.01	10,978,364.01	-961,991.00
Total Level1 17 - NONCURRENT ASSETS:	406,055,640.98	411,078,445.66	-5,022,804.68
Total Assets:	668,533,777.63	609,372,708.34	59,161,069.29
Liability			
Level1: 21 - CURRENT LIABILITIES			
210 - ACCOUNTS PAYABLE	15,229,806.68	10,632,657.49	-4,597,149.19
211 - OTHER CURRENT LIABILITIES	813,555.50	1,261,461.30	447,905.80
225 - ACCRUED PAYROLL LIABILITIES	202,285.47	113,682.48	-88,602.99
226 - ACCRUED VACATION	558,029.49	378,572.05	-179,457.44
250 - CONTRACT RETENTION	1,444,517.91	951,419.42	-493,098.49
251 - CUSTOMER DEPOSITS	87,612,056.81	39,497,011.06	-48,115,045.75
Total Level1 21 - CURRENT LIABILITIES:	105,860,251.86	52,834,803.80	-53,025,448.06
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:	106,632,001.86	53,682,977.80	-52,949,024.06
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	150,519,378.28	142,721,088.78	7,798,289.50
Total Expense	148,479,104.47	142,112,065.06	-6,367,039.41
Revenues Over/(Under) Expenses	2,040,273.81	609,023.72	1,431,250.09
Total Equity and Current Surplus (Deficit):	561,901,775.77	555,689,730.54	6,212,045.23
Total Liabilities, Equity and Current Surplus (Deficit):	668,533,777.63	609,372,708.34	59,161,069.29



Monthly & YTD Budget Report

...		March 2025-2026 Budget	March 2025-2026 Activity	2025-2026 Seasonal YTD...	2025-2026 YTD Activity	Seasonal Percent Used	2025-2026 Total Budget	Total Percent Used
01 - WATER FUND								
Revenue								
510 - WATER SERVICE								
							% of Year Completed: 92%	
01-511100	O&M PAYMENTS- GOVERNMENTAL	-10,623,536.75	-11,350,359.73	-132,486,798.87	-141,321,900.85	107%	-142,981,652.20	99%
01-511200	O&M PAYMENTS- PRIVATE	-238,975.19	-271,138.40	-2,980,274.66	-3,190,092.80	107%	-3,216,355.20	99%
01-514100	EMERGENCY WATER SERVICE- GOV	-1,280.24	0.00	-23,635.20	-20,836.96	88%	-24,620.00	85%
510 - WATER SERVICE Totals:		-10,863,792.18	-11,621,498.13	-135,490,708.73	-144,532,830.61	107%	-146,222,627.40	99%
520 - TAXES								
							% of Year Completed: 92%	
01-530010	SALES TAXES - WATER REVENUE	0.00	-66,641.69	0.00	-207,109.32	0%	0.00	0%
520 - TAXES Totals:		0.00	-66,641.69	0.00	-207,109.32	0%	0.00	0%
540 - OTHER INCOME								
							% of Year Completed: 92%	
01-581000	INVESTMENT INCOME	-208,250.00	-572,893.74	-2,290,750.00	-5,601,376.58	245%	-2,500,000.00	224%
01-582000	INTEREST INCOME	-14,766.91	0.00	-162,436.01	-133,493.37	82%	-177,273.88	75%
01-590000	OTHER INCOME	0.00	0.00	0.00	-44,568.40	0%	0.00	0%
540 - OTHER INCOME Totals:		-223,016.91	-572,893.74	-2,453,186.01	-5,779,438.35	236%	-2,677,273.88	216%
Revenue Totals:		-11,086,809.09	-12,261,033.56	-137,943,894.74	-150,519,378.28	109%	-148,899,901.28	101%

Monthly & YTD Budget Report

For Fiscal: 2025-2026 Period Ending: 3/31/2026

...	...	March 2025-2026 Budget	March 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: 92%
01-60-611100	ADMIN SALARIES	168,709.62	160,946.23	1,861,287.36	1,862,223.27	100%	2,030,200.00	92%
01-60-611200	OPERATIONS SALARIES	213,032.00	194,326.51	2,277,384.00	2,184,587.48	96%	2,480,000.00	88%
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	22.21	6,783.33	1,428.32	21%	7,400.00	19%
01-60-611700	OPERATIONS OVERTIME	24,323.84	18,460.04	360,810.24	306,853.18	85%	396,800.00	77%
01-60-612100	PENSION	24,346.25	17,758.48	267,808.75	165,488.45	62%	292,272.00	57%
01-60-612200	MEDICAL/LIFE BENEFITS	91,252.48	83,291.98	1,049,403.48	998,264.40	95%	1,140,656.00	88%
01-60-612300	FEDERAL PAYROLL TAXES	32,530.81	26,875.27	347,386.59	306,804.68	88%	378,705.60	81%
01-60-612800	STATE UNEMPLOYMENT	1,166.66	35.58	12,833.26	2,956.62	23%	14,000.00	21%
01-60-613100	TRAVEL	950.00	189.97	10,450.00	3,512.62	34%	11,400.00	31%
01-60-613200	TRAINING	6,345.83	4,172.00	69,804.13	21,946.72	31%	76,150.00	29%
01-60-613301	CONFERENCES	5,108.33	5,863.74	56,191.63	18,002.62	32%	61,300.00	29%
01-60-613302	TUITION REIMBURSEMENT	1,250.00	0.00	13,750.00	0.00	0%	15,000.00	0%
01-60-619100	OTHER PERSONNEL COSTS	1,933.33	500.00	21,266.63	8,977.10	42%	23,200.00	39%
610 - PERSONNEL SERVICES Totals:		571,565.82	512,442.01	6,391,159.40	5,881,045.46	92%	6,963,083.60	84%
620 - CONTRACT SERVICES								
								% of Year Completed: 92%
01-60-621000	WATER CONSERVATION/PROMOTIO	1,083.33	0.00	11,916.63	0.00	0%	13,000.00	0%
01-60-623300	TRUST SERVICES & BANK CHARGE	15,493.80	10,415.18	170,431.80	121,287.43	71%	186,000.00	65%
01-60-625100	LEGAL SERVICES- GENERAL	6,666.66	4,393.89	73,333.26	86,337.20	118%	80,000.00	108%
01-60-625300	LEGAL SERVICES- SPECIAL	6,666.66	3,449.39	73,333.26	46,965.86	64%	80,000.00	59%
01-60-625800	LEGAL NOTICES	1,416.66	69.00	15,583.26	1,812.20	12%	17,000.00	11%
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	81,145.96	508,638.13	472,365.77	93%	555,100.00	85%
01-60-629000	CONTRACTUAL SERVICES	77,515.00	29,389.65	852,665.00	638,565.33	75%	930,180.00	69%
620 - CONTRACT SERVICES Totals:		155,081.94	128,863.07	1,740,901.34	1,400,333.79	80%	1,896,280.00	74%
640 - INSURANCE								
								% of Year Completed: 92%
01-60-641100	GENERAL LIABILITY INSURANCE	14,083.33	9,060.75	154,916.63	97,651.23	63%	169,000.00	58%
01-60-641200	PUBLIC OFFICIAL LIABILITY	2,025.00	1,588.17	22,275.00	17,469.82	78%	24,300.00	72%
01-60-641500	WORKER'S COMPENSATION	13,750.00	12,259.00	151,250.00	137,252.00	91%	165,000.00	83%
01-60-641600	EXCESS LIABILITY COVERAGE	8,333.33	7,020.67	91,666.63	74,286.35	81%	100,000.00	74%
01-60-642100	PROPERTY INSURANCE	47,500.00	39,984.83	522,500.00	446,608.15	85%	570,000.00	78%
01-60-642200	AUTOMOBILE INSURANCE	3,750.00	3,279.25	41,250.00	33,834.73	82%	45,000.00	75%
01-60-649100	SELF INSURANCE PROPERTY	8,333.33	0.00	91,666.63	1,911.35	2%	100,000.00	2%
640 - INSURANCE Totals:		97,774.99	73,192.67	1,075,524.89	809,013.63	75%	1,173,300.00	69%

...	...	March 2025-2026 Budget	March 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: 92%	
01-60-651200	GENERATOR DIESEL FUEL	9,375.00	0.00	103,125.00	35,856.74	35%	112,500.00	32%
01-60-651300	NATURAL GAS	2,748.90	3,471.01	30,237.90	22,818.27	75%	33,000.00	69%
01-60-651401	TELEPHONE	6,321.66	4,550.19	69,538.26	49,891.79	72%	75,860.00	66%
01-60-651403	RADIOS	2,207.45	0.00	24,281.95	18,816.00	77%	26,500.00	71%
01-60-651404	REPAIRS & EQUIPMENT	383.33	0.00	4,216.63	461.75	11%	4,600.00	10%
01-60-652100	OFFICE SUPPLIES	2,541.66	2,136.13	27,958.26	21,009.98	75%	30,500.00	69%
01-60-652200	BOOKS & PUBLICATIONS	837.50	53.96	9,212.50	6,642.76	72%	10,050.00	66%
01-60-653100	PRINTING- GENERAL	808.33	0.00	8,891.63	1,139.86	13%	9,700.00	12%
01-60-653200	POSTAGE & DELIVERY	533.33	189.37	5,866.63	1,935.28	33%	6,400.00	30%
01-60-654000	PROFESSIONAL DUES	1,868.75	0.00	20,556.25	22,339.56	109%	22,425.00	100%
01-60-655000	REPAIRS & MAINT- OFFICE EQUI	734.70	550.27	8,081.70	5,747.88	71%	8,820.00	65%
01-60-656000	REPAIRS & MAINT- BLDGS & GRN	22,000.00	12,405.03	242,000.00	212,952.47	88%	264,000.00	81%
01-60-659000	COMPUTER SOFTWARE/LICENSING	16,905.73	12,919.55	185,963.03	166,989.99	90%	202,950.00	82%
01-60-659100	OTHER ADMINISTRATIVE EXPENSE	1,666.00	49.96	18,326.00	17,494.54	95%	20,000.00	87%
650 - OPERATIONAL SUPPORT SRVS Totals:		68,932.34	36,325.47	758,255.74	584,096.87	77%	827,305.00	71%
660 - WATER OPERATION								
							% of Year Completed: 92%	
01-60-661101	WATER BILLING	9,422,157.49	10,024,441.17	117,504,322.12	124,260,406.98	106%	126,812,348.56	98%
01-60-661102	ELECTRICITY	163,460.00	16,436.50	2,038,520.00	1,626,251.60	80%	2,200,000.00	74%
01-60-661103	OPERATIONS & MAINTENANCE	65,000.00	60,000.00	715,000.00	619,522.56	87%	780,000.00	79%
01-60-661104	MAJOR MAINTENANCE	37,500.00	79,520.00	412,500.00	262,598.00	64%	450,000.00	58%
01-60-661201	PUMP STATION	204,325.00	110,398.40	2,548,150.00	2,016,159.64	79%	2,750,000.00	73%
01-60-661202	METER STATION, ROV, TANK SITE	14,860.00	40,479.22	185,320.00	173,001.63	93%	200,000.00	87%
01-60-661300	WATER CHEMICALS	4,825.00	0.00	53,075.00	11,412.12	22%	57,900.00	20%
01-60-661400	WATER QUALITY TESTING	9,916.66	20,129.15	109,083.26	69,303.55	64%	119,000.00	58%
01-60-662100	PUMPING SERVICES	67,441.66	24,775.61	741,858.26	402,474.54	54%	809,300.00	50%
01-60-662200	INSTRUMENTATION	5,810.17	10,857.65	63,911.87	26,724.24	42%	69,750.00	38%
01-60-662300	METER TESTING & REPAIRS	4,583.33	6,289.06	50,416.63	27,075.38	54%	55,000.00	49%
01-60-662400	SCADA	1,491.07	208.16	16,401.77	1,970.38	12%	17,900.00	11%
01-60-662500	EQUIPMENT RENTAL	1,332.80	0.00	14,660.80	0.00	0%	16,000.00	0%
01-60-662600	UNIFORMS	2,165.80	421.69	23,823.80	12,596.06	53%	26,000.00	48%
01-60-662700	SAFETY	15,008.33	9,923.40	165,091.63	78,078.77	47%	180,100.00	43%
01-60-663100	PIPELINE REPAIRS	112,500.00	111,836.82	1,237,500.00	738,687.62	60%	1,350,000.00	55%
01-60-663200	CORROSION TESTING & MITIGATION	25,000.00	4,002.78	275,000.00	118,200.05	43%	300,000.00	39%
01-60-663300	REMOTE FACILITIES MAINTENANCE	23,157.40	1,818.37	254,731.40	146,010.20	57%	278,000.00	53%
01-60-663400	PLAN REVIEW- PIPELINE CONFLI	7,746.90	5,281.54	85,215.90	43,430.15	51%	93,000.00	47%
01-60-663700	PIPELINE SUPPLIES	10,000.00	566.33	110,000.00	96,236.31	87%	120,000.00	80%
01-60-664000	MACHINERY & EQUIP- NON CAP	3,431.96	0.00	37,751.56	28,902.67	77%	41,200.00	70%

Monthly & YTD Budget Report

For Fiscal: 2025-2026 Period Ending: 3/31/2026

...	...	March 2025-2026 Budget	March 2025-2026 Activity	2025-2026 Seasonal YT...	2025-2026 YTD Activity	Seasonal Percent Used	2025-2026 Total Budget	Total Percent Used
01-60-664100	REPAIRS & MAINT- VEHICLES	3,651.66	1,673.17	40,168.26	18,761.25	47%	43,820.00	43%
01-60-664200	FUEL- VEHICLES	3,750.00	2,492.78	41,250.00	29,744.34	72%	45,000.00	66%
01-60-664300	LICENSES- VEHICLES	275.00	1,512.00	3,025.00	1,512.00	50%	3,300.00	46%
660 - WATER OPERATION Totals:		10,209,390.23	10,533,063.80	126,726,777.26	130,809,060.04	103%	136,817,618.56	96%

680 - LAND & LAND RIGHTS

% of Year Completed: 92%

01-60-681000	LEASES	83.33	0.00	916.63	0.00	0%	1,000.00	0%
01-60-682000	PERMITS & FEES	708.33	14.49	7,791.63	5,927.82	76%	8,500.00	70%
680 - LAND & LAND RIGHTS Totals:		791.66	14.49	8,708.26	5,927.82	68%	9,500.00	62%

685 - CAPITAL EQUIP / DEPREC

% of Year Completed: 92%

01-60-685100	COMPUTERS	6,164.20	2,218.98	67,806.20	64,543.41	95%	74,000.00	87%
01-60-685200	OFFICE FURNITURE & EQUIPMT	0.00	0.00	20,000.00	0.00	0%	20,000.00	0%
01-60-685600	MACHINERY & EQUIPMENT	0.00	0.00	70,000.00	50,757.14	73%	70,000.00	73%
01-60-685800	CAPITALIZED EQUIP	0.00	0.00	-90,000.00	-50,757.14	56%	-90,000.00	56%
01-60-686000	VEHICLES	0.00	10,703.98	80,000.00	77,398.15	97%	80,000.00	97%
01-60-686800	CAPITALIZED VEHICLE PURCHASES	0.00	-10,703.98	-80,000.00	-77,398.15	97%	-80,000.00	97%
01-60-692000	DEPRECIATION- TRANS MAINS	425,000.00	405,363.84	4,675,000.00	4,442,033.77	95%	5,100,000.00	87%
01-60-693000	DEPRECIATION- BUILDINGS	291,550.00	263,883.73	3,207,050.00	2,903,165.20	91%	3,500,000.00	83%
01-60-694000	DEPRECIATION-PUMPING EQUIPMEI	158,270.00	100,874.32	1,740,970.00	1,365,735.69	78%	1,900,000.00	72%
01-60-695200	DEPRECIATION- OFFICE FURN &	14,994.00	11,704.61	164,934.00	72,744.50	44%	180,000.00	40%
01-60-696000	DEPRECIATION- VEHICLES	16,326.80	12,167.75	179,594.80	141,404.29	79%	196,000.00	72%
685 - CAPITAL EQUIP / DEPREC Totals:		912,305.00	796,213.23	10,035,355.00	8,989,626.86	90%	10,950,000.00	82%

710 - CONSTRUCTION IN PROGRESS

% of Year Completed: 92%

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	1,143.12	600,000.00	48,058.06	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	6,948.43	500,000.00	39,977.43	8%	500,000.00	8%
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	565,745.49	4,450,000.00	2,306,622.11	52%	4,450,000.00	52%
01-60-772500	ALTERNATIVE WATER SOURCE	0.00	-95,857.37	5,000,000.00	696,538.16	14%	5,000,000.00	14%
01-60-798000	CAPITALIZED FIXED ASSETS	0.00	-477,979.67	-32,170,000.00	-3,313,362.69	10%	-32,170,000.00	10%
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: 3/31/2026

...	...	March 2025-2026 Budget	March 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: 92%	
01-80-850001	METERING STATION	0.00	0.00	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	4,719,347.52	199,500,000.00	12,286,808.43	6%	199,500,000.00	6%
01-80-899000	CONTRIBUTED/CAPITALIZED FIXED A	0.00	-4,719,347.52	-204,750,000.00	-12,304,846.66	6%	-204,750,000.00	6%
850 - ESCROW FUNDED CONSTRUCTION Totals:		0.00	0.00	0.00	0.00	0%	0.00	0%
Expense Totals:		12,015,841.98	12,080,114.74	146,736,681.89	148,479,104.47	101%	158,637,087.16	94%
01 - WATER FUND Totals:		929,032.89	-180,918.82	8,792,787.15	-2,040,273.81	-23%	9,737,185.88	-21%



Ordinance #: O-11-26

Account: N/A

Approvals: *Author / Manager / Finance / Admin*

CAP - CAP PDM

REQUEST FOR BOARD ACTION

Date: 4/1/2026

Description: **An Ordinance Approving and Adopting an Annual Management Budget for the Fiscal Year Commencing May 1, 2026 and Ending April 30, 2027**

Agenda Section: Finance Committee

Originating Department: Finance

Ordinance No. O-11-26 would approve and adopt the Annual Management Budget for the Fiscal Year Commencing May 1, 2026 and Ending April 30, 2027.

Recommended Motion:

To adopt Ordinance No. O-11-26

DUPAGE WATER COMMISSION

ORDINANCE NO. O-11-26

AN ORDINANCE APPROVING AND ADOPTING
AN ANNUAL MANAGEMENT BUDGET
FOR THE FISCAL YEAR COMMENCING
MAY 1, 2026 AND ENDING APRIL 30, 2027

WHEREAS, the General Manager and Administrative Staff of the DuPage Water Commission (the "Commission") prepared and submitted a tentative annual Management Budget for the fiscal year commencing May 1, 2026 and ending April 30, 2027, as and when required by Article X, Section 2 of the Commission's By-Laws, as amended from time to time; and

WHEREAS, due notice having been given, a hearing was held on the tentative annual Management Budget prior to any final action being taken thereon, at which time the Charter Customers were heard; and

WHEREAS, after full review and consideration, the Commission has determined that it is reasonable, necessary and desirable for the Commission to approve and adopt the budget set forth in Exhibit 1 attached hereto and by this reference incorporated herein and made a part hereof as and for its Management Budget for the fiscal year commencing May 1, 2026 and ending April 30, 2027; and

WHEREAS, it appearing to the Commission that all things required for the approval and adoption of said Management Budget have been complied with;

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

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

SECTION TWO: The Budget attached hereto as Exhibit 1 and by this reference incorporated herein and made a part hereof shall be and hereby is approved and adopted as and for the Management Budget of the DuPage Water Commission for the fiscal year commencing May 1, 2026 and ending April 30, 2027.

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

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

ADOPTED THIS ___ DAY OF _____, 2026.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk

Board/Resolutions/2027/O-11-26.docx

EXHIBIT 1



DuPage Water Commission

Fiscal Year 2026 - 2027

Tentative Draft Budget
(with detailed account line items)

May 1, 2026 to April 30, 2027

March 1, 2026



Account Number	Account Name	2026-2027 2026-2027			
Revenue					
ObjectCategory: 510 - WATER SERVICE					
01-511100	O&M PAYMENTS- GOVERNMENTAL	145,200,333.01			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2026-2027	May to April		24,652,009.00	-5.89	-145,200,333.01
01-511200	O&M PAYMENTS- PRIVATE	3,266,264.16			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2026-2027	May to April		554,544.00	-5.89	-3,266,264.16
01-514100	EMERGENCY WATER SERVICE- GOV	24,845.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2026-2027	Annual Fee		1.00	-10,120.00	-10,120.00
2026-2027	Water Use		2,500.00	-5.89	-14,725.00
Total ObjectCategory: 510 - WATER SERVICE:		148,491,442.17			

Account Number	Account Name	2026-2027 2026-2027			
ObjectCategory: 540 - OTHER INCOME					
01-581000	INVESTMENT INCOME	3,750,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2026-2027	investment earnings		1.00	-3,750,000.00	-3,750,000.00
01-582000	INTEREST INCOME	171,482.02			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2026-2027	Bartlett Loan Interest		1.00	-171,482.02	-171,482.02
Total ObjectCategory: 540 - OTHER INCOME:		3,921,482.02			
Total Revenue:		152,412,924.19			

Account Number	Account Name	2026-2027 2026-2027			
Expense					
ObjectCategory: 610 - PERSONNEL SERVICES					
01-60-611100	ADMIN SALARIES	2,235,400.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2026-2027	Administration		1.00	2,171,000.00	2,171,000.00
2026-2027	Commissioner		9.00	600.00	5,400.00
2026-2027	Incentive Compensation		1.00	24,000.00	24,000.00
2026-2027	Merit		1.00	15,000.00	15,000.00
2026-2027	Treasurer		1.00	20,000.00	20,000.00
01-60-611200	OPERATIONS SALARIES	2,692,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2026-2027	Incentive Compensation		1.00	50,000.00	50,000.00
2026-2027	Merit		1.00	25,000.00	25,000.00
2026-2027	Operations		1.00	2,617,000.00	2,617,000.00
01-60-611300	SUMMER INTERNS	24,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2026-2027	Summer Interns		2.00	12,000.00	24,000.00
01-60-611600	ADMIN OVERTIME	7,400.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2026-2027	TM 7% of Admin Employees		1.00	7,400.00	7,400.00
01-60-611700	OPERATIONS OVERTIME	430,720.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2026-2027	16% of Oper Payroll		1.00	430,720.00	430,720.00
01-60-612100	PENSION	306,423.60			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2026-2027	IMRF		1.00	296,423.60	296,423.60
2026-2027	Retiree Costs		1.00	10,000.00	10,000.00
01-60-612200	MEDICAL/LIFE BENEFITS	1,300,808.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2026-2027	BCBS 15% Increase for 2027		4.00	111,895.00	447,580.00
2026-2027	Blue Cross Blue Shield		8.00	97,300.00	778,400.00
2026-2027	Employee Contribution 20%		1.00	-258,072.00	-258,072.00
2026-2027	Employer HSA Contribution		1.00	210,000.00	210,000.00
2026-2027	Envision Healthcare		12.00	60.00	720.00
2026-2027	Healthiest You		12.00	450.00	5,400.00
2026-2027	Life & AD&D 10% Increase for 2027		4.00	2,200.00	8,800.00
2026-2027	Metlife 15% Increase for 2027		4.00	8,395.00	33,580.00
2026-2027	Metlife Dental/Vision		8.00	7,300.00	58,400.00
2026-2027	Metlife Life & ADD		8.00	2,000.00	16,000.00
01-60-612300	FEDERAL PAYROLL TAXES	412,298.28			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2026-2027	Medicare		1.00	78,148.04	78,148.04
2026-2027	Social Security		1.00	334,150.24	334,150.24
01-60-612800	STATE UNEMPLOYMENT	14,000.00			

Account Number	Account Name	2026-2027 2026-2027			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2026-2027	IL Dept of Employment Security		1.00	14,000.00	14,000.00
01-60-613100	TRAVEL	11,400.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2026-2027	ISTHA Tolls		12.00	350.00	4,200.00
2026-2027	GM Auto Allowance		12.00	500.00	6,000.00
2026-2027	Mileage Reimbursement		1.00	600.00	600.00
2026-2027	Parking		12.00	50.00	600.00
01-60-613200	TRAINING	75,800.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2026-2027	Accounting		1.00	1,000.00	1,000.00
2026-2027	Administration		2.00	350.00	700.00
2026-2027	AMPP		3.00	6,000.00	18,000.00
2026-2027	AUTOCAD		1.00	2,000.00	2,000.00
2026-2027	Electrical		4.00	650.00	2,600.00
2026-2027	Engineering Professional		4.00	250.00	1,000.00
2026-2027	Human Resources		1.00	2,000.00	2,000.00
2026-2027	Infor/GIS		1.00	5,000.00	5,000.00
2026-2027	IT Certificates		2.00	3,000.00	6,000.00
2026-2027	Locator-Staking		2.00	4,000.00	8,000.00
2026-2027	Manager/Supervisor		3.00	1,000.00	3,000.00
2026-2027	Operations & Maintenance		20.00	295.00	5,900.00
2026-2027	SCADA/Instrumentation		6.00	2,500.00	15,000.00
2026-2027	Underground Storage Tank		2.00	800.00	1,600.00
2026-2027	Water Operator Continuing Ed		20.00	200.00	4,000.00
01-60-613301	CONFERENCES	61,300.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2026-2027	AMPP/UGCSC		6.00	3,000.00	18,000.00
2026-2027	AMWA		1.00	3,000.00	3,000.00
2026-2027	AWWA ACE		3.00	3,000.00	9,000.00
2026-2027	IAFSM		1.00	500.00	500.00
2026-2027	IFMA		1.00	2,500.00	2,500.00
2026-2027	ILGISA		1.00	400.00	400.00
2026-2027	INFOR		2.00	3,000.00	6,000.00
2026-2027	IPSI		2.00	2,500.00	5,000.00
2026-2027	ISAWWA		4.00	1,600.00	6,400.00
2026-2027	Misc Conference		3.00	2,500.00	7,500.00
2026-2027	National Safety		1.00	3,000.00	3,000.00
01-60-613302	TUITION REIMBURSEMENT	10,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2026-2027	Tuition Reimbursement		2.00	5,000.00	10,000.00
01-60-619100	OTHER PERSONNEL COSTS	23,200.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2026-2027	Annual Physicals and Medical Testing		30.00	370.00	11,100.00
2026-2027	Employee Assistance Program		12.00	150.00	1,800.00
2026-2027	Employee Background Checks		5.00	150.00	750.00
2026-2027	Employee Onboarding		5.00	200.00	1,000.00
2026-2027	Employment Recruitment		5.00	1,000.00	5,000.00

DRAFT BUDGET

For Fiscal: 2026-2027 Period Ending: 04/30/2027

Account Number	Account Name	2026-2027 2026-2027		
2026-2027	Pre-employment Physicals	5.00	350.00	1,750.00
2026-2027	Security at Commission Mtg	12.00	150.00	1,800.00
Total ObjectCategory: 610 - PERSONNEL SERVICES:		7,604,749.88		

Account Number	Account Name	2026-2027 2026-2027			
ObjectCategory: 620 - CONTRACT SERVICES					
01-60-621000	WATER CONSERVATION/PROMOTIONAL	13,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2026-2027	Consulting		1.00	1,000.00	1,000.00
2026-2027	Resources		1.00	12,000.00	12,000.00
01-60-623300	TRUST SERVICES & BANK CHARGE	236,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2026-2027	Banking Fees		12.00	500.00	6,000.00
2026-2027	Investment Advisory		1.00	150,000.00	150,000.00
2026-2027	Investment Consultant		1.00	80,000.00	80,000.00
01-60-625100	LEGAL SERVICES- GENERAL	80,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2026-2027	General		1.00	80,000.00	80,000.00
01-60-625300	LEGAL SERVICES- SPECIAL	80,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2026-2027	As Required		1.00	80,000.00	80,000.00
01-60-625800	LEGAL NOTICES	17,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2026-2027	Admin Legal Notices		1.00	6,000.00	6,000.00
2026-2027	Project Legal Notices		10.00	500.00	5,000.00
2026-2027	Treasurers Report		1.00	6,000.00	6,000.00
01-60-626000	AUDIT SERVICES	37,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2026-2027	Audit		1.00	37,000.00	37,000.00
01-60-628000	CONSULTING SERVICES	555,100.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2026-2027	Actuarial		1.00	3,100.00	3,100.00
2026-2027	Application Development		1.00	15,000.00	15,000.00
2026-2027	CMMS(HxGn/Infor) Services		1.00	47,000.00	47,000.00
2026-2027	Communications		1.00	75,000.00	75,000.00
2026-2027	Conflict Monitoring		1.00	50,000.00	50,000.00
2026-2027	Electrical Supply		1.00	5,000.00	5,000.00
2026-2027	Engineering		1.00	150,000.00	150,000.00
2026-2027	Human Resources		1.00	25,000.00	25,000.00
2026-2027	Hydraulic Modeling/Maintenance		1.00	30,000.00	30,000.00
2026-2027	Incode Finance Programming		1.00	5,000.00	5,000.00
2026-2027	Miscellaneous		1.00	100,000.00	100,000.00
2026-2027	Network		1.00	40,000.00	40,000.00
2026-2027	Website Improvement		1.00	10,000.00	10,000.00
01-60-629000	CONTRACTUAL SERVICES	961,280.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2026-2027	Accounting Service		6.00	7,000.00	42,000.00
2026-2027	Cloud Backup Service		1.00	20,000.00	20,000.00
2026-2027	Comprehensive IT Security		1.00	160,000.00	160,000.00
2026-2027	Custodial Service		12.00	3,400.00	40,800.00

Account Number	Account Name	2026-2027	2026-2027	2026-2027
2026-2027	Cyber Security Duo/KnowB4	1.00	7,600.00	7,600.00
2026-2027	Document Scanning	1.00	50,000.00	50,000.00
2026-2027	dpwc.org Web Hosting	1.00	17,000.00	17,000.00
2026-2027	Elevator Service	12.00	200.00	2,400.00
2026-2027	Email Archiving	1.00	9,000.00	9,000.00
2026-2027	Exterminator Service	17.00	300.00	5,100.00
2026-2027	Fiber Service Lines	12.00	1,200.00	14,400.00
2026-2027	Fire Alarm Panel Service	12.00	1,300.00	15,600.00
2026-2027	Floor Mat Service	12.00	1,040.00	12,480.00
2026-2027	Generator Service and PM	1.00	105,000.00	105,000.00
2026-2027	GPS Vehicle Tracking	24.00	350.00	8,400.00
2026-2027	Hach Instrumentation Maintenance	25.00	1,000.00	25,000.00
2026-2027	HSQ Maintenance	1.00	18,000.00	18,000.00
2026-2027	HVAC Service and Controls	1.00	25,000.00	25,000.00
2026-2027	IRTHNET Service/Storage	1.00	26,000.00	26,000.00
2026-2027	Landscaping Services	1.00	60,000.00	60,000.00
2026-2027	Native Landscape	1.00	18,000.00	18,000.00
2026-2027	Network Monitoring	12.00	3,400.00	40,800.00
2026-2027	Northbrook/Land	1.00	120,000.00	120,000.00
2026-2027	Overhead Door Service Contract	1.00	7,000.00	7,000.00
2026-2027	Parking Lot Maintenance	1.00	30,000.00	30,000.00
2026-2027	Radio Frequency Protection	1.00	600.00	600.00
2026-2027	Rating Agency Annual Fees	1.00	2,000.00	2,000.00
2026-2027	Refuse Service	12.00	950.00	11,400.00
2026-2027	Server Hardware Agreement	1.00	5,000.00	5,000.00
2026-2027	Terrazzo Floor Maintenance	1.00	20,000.00	20,000.00
2026-2027	UPS Maintenance	1.00	17,500.00	17,500.00
2026-2027	Window Cleaning Service	12.00	2,100.00	25,200.00
Total ObjectCategory: 620 - CONTRACT SERVICES:			1,979,380.00	

Account Number	Account Name	2026-2027 2026-2027			
ObjectCategory: 640 - INSURANCE					
01-60-641100	GENERAL LIABILITY INSURANCE	160,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2026-2027	Crime		1.00	5,000.00	5,000.00
2026-2027	Cyber		1.00	55,000.00	55,000.00
2026-2027	General Liability		1.00	74,000.00	74,000.00
2026-2027	Pollution (1/3 of Premium)		1.00	20,000.00	20,000.00
2026-2027	UST		1.00	6,000.00	6,000.00
01-60-641200	PUBLIC OFFICIAL LIABILITY	24,300.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2026-2027	Commissioners' Bond		1.00	3,000.00	3,000.00
2026-2027	General Manager's Bond		1.00	16,000.00	16,000.00
2026-2027	Treasurer's Bond		1.00	5,300.00	5,300.00
01-60-641500	WORKER'S COMPENSATION	165,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2026-2027	Illinois Public Risk Fund		1.00	165,000.00	165,000.00
01-60-641600	EXCESS LIABILITY COVERAGE	110,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2026-2027	Umbrella		1.00	110,000.00	110,000.00
01-60-642100	PROPERTY INSURANCE	570,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2026-2027	Appraisal Fees		1.00	20,000.00	20,000.00
2026-2027	Insurance Fees		1.00	40,000.00	40,000.00
2026-2027	Property		1.00	341,700.00	341,700.00
2026-2027	Property - Lexington		1.00	168,300.00	168,300.00
01-60-642200	AUTOMOBILE INSURANCE	50,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2026-2027	AUTO		1.00	50,000.00	50,000.00
01-60-649100	SELF INSURANCE PROPERTY	100,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2026-2027	Above & Below Ground 1 Incident		1.00	100,000.00	100,000.00
Total ObjectCategory: 640 - INSURANCE:		1,179,300.00			

Account Number	Account Name	2026-2027	2026-2027		
ObjectCategory: 650 - OPERATIONAL SUPPORT SRVS					
01-60-651200	GENERATOR DIESEL FUEL	112,500.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2026-2027	Diesel Fuel		25,000.00	4.50	112,500.00
01-60-651300	NATURAL GAS	33,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2026-2027	Natural Gas Service		1.00	33,000.00	33,000.00
01-60-651401	TELEPHONE	76,710.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2026-2027	Cellular Service		12.00	3,500.00	42,000.00
2026-2027	CP Cellular RTU Charge		12.00	230.00	2,760.00
2026-2027	DPPS Telephone Services		12.00	1,375.00	16,500.00
2026-2027	Endpoint Annual Cellular		1.00	2,750.00	2,750.00
2026-2027	Fiber Internet		12.00	300.00	3,600.00
2026-2027	Internet		12.00	425.00	5,100.00
2026-2027	Phones and Supplies		1.00	4,000.00	4,000.00
01-60-651403	RADIOS	29,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2026-2027	Handheld Radios		3.00	3,000.00	9,000.00
2026-2027	STARCOM21		1.00	20,000.00	20,000.00
01-60-651404	REPAIRS & EQUIPMENT	5,400.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2026-2027	Cellular Repair		1.00	1,000.00	1,000.00
2026-2027	Radio Maintenance		12.00	100.00	1,200.00
2026-2027	Vehicle Radio Removal/Replacement		4.00	800.00	3,200.00
01-60-652100	OFFICE SUPPLIES	30,500.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2026-2027	Check Stock		1.00	500.00	500.00
2026-2027	General Office Supplies		12.00	2,400.00	28,800.00
2026-2027	Print supplies		2.00	600.00	1,200.00
01-60-652200	BOOKS & PUBLICATIONS	10,050.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2026-2027	Blue Book Subscription		1.00	6,000.00	6,000.00
2026-2027	Eng News Record		1.00	300.00	300.00
2026-2027	GIS Books		1.00	250.00	250.00
2026-2027	HR & Employment References		1.00	500.00	500.00
2026-2027	Standards & References		1.00	2,000.00	2,000.00
2026-2027	Training References		1.00	1,000.00	1,000.00
01-60-653100	PRINTING- GENERAL	9,300.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2026-2027	Business Cards		6.00	100.00	600.00
2026-2027	Construction Plan Printing		1.00	5,000.00	5,000.00
2026-2027	Forms		1.00	200.00	200.00
2026-2027	Large Print Jobs		1.00	1,000.00	1,000.00
2026-2027	Photos		1.00	500.00	500.00

DRAFT BUDGET

For Fiscal: 2026-2027 Period Ending: 04/30/2027

Account Number	Account Name	2026-2027 2026-2027			
2026-2027	Printing & Mounting		1.00	2,000.00	2,000.00
01-60-653200	POSTAGE & DELIVERY	6,400.00			
	Budget Detail				
	Budget Code		Units	Price	Amount
2026-2027	Overnight Delivery Misc		12.00	300.00	3,600.00
2026-2027	Overnight Service Board		4.00	100.00	400.00
2026-2027	US Postal Service		12.00	200.00	2,400.00
01-60-654000	PROFESSIONAL DUES	22,975.00			
	Budget Detail				
	Budget Code		Units	Price	Amount
2026-2027	AMPP (NACE)		1.00	5,000.00	5,000.00
2026-2027	AMWA		2.00	6,500.00	13,000.00
2026-2027	APWA		3.00	250.00	750.00
2026-2027	AWWA		1.00	400.00	400.00
2026-2027	Govt Finance Officers Assoc		1.00	250.00	250.00
2026-2027	IEPA Operators Certification Renewals		20.00	40.00	800.00
2026-2027	IFMA		1.00	325.00	325.00
2026-2027	Il Assoc of Floodplain & Stormwater		1.00	100.00	100.00
2026-2027	IL Govt Finance Officers Assoc		1.00	600.00	600.00
2026-2027	ILGISA		1.00	100.00	100.00
2026-2027	Int'l Erosion Control Assoc		1.00	400.00	400.00
2026-2027	ISA		1.00	250.00	250.00
2026-2027	Mid Central Water Works		2.00	125.00	250.00
2026-2027	Professional Licensure (PE/PMP/Other)		5.00	150.00	750.00
01-60-655000	REPAIRS & MAINT- OFFICE EQUI	9,020.00			
	Budget Detail				
	Budget Code		Units	Price	Amount
2026-2027	Copier Maint		12.00	500.00	6,000.00
2026-2027	Postage Meter Rental		4.00	630.00	2,520.00
2026-2027	Repairs		1.00	500.00	500.00
01-60-656000	REPAIRS & MAINT- BLDGS & GRN	311,000.00			
	Budget Detail				
	Budget Code		Units	Price	Amount
2026-2027	110 KW Generator Repairs		1.00	10,000.00	10,000.00
2026-2027	Aerial Lift Service		1.00	2,000.00	2,000.00
2026-2027	Battery Repair & Service		4.00	500.00	2,000.00
2026-2027	Building Supplies		12.00	1,500.00	18,000.00
2026-2027	City Elevator Inspection		2.00	500.00	1,000.00
2026-2027	Crane Inspections & Repairs		1.00	5,000.00	5,000.00
2026-2027	Custodial Supplies		12.00	800.00	9,600.00
2026-2027	Elevator repairs		1.00	20,000.00	20,000.00
2026-2027	Facility Painting		1.00	10,000.00	10,000.00
2026-2027	Fire Alarm Wireless Monitor Service		1.00	2,000.00	2,000.00
2026-2027	Fire Extinguisher Service		1.00	2,000.00	2,000.00
2026-2027	Forklift Truck Repair		2.00	1,200.00	2,400.00
2026-2027	Fuel System Testing		1.00	5,000.00	5,000.00
2026-2027	HVAC Systems & Modifications		1.00	20,000.00	20,000.00
2026-2027	Police & Fire Protection		1.00	76,000.00	76,000.00
2026-2027	Quick Response Electrical Work		1.00	95,000.00	95,000.00
2026-2027	Rock Salt & Icemelt		1.00	11,000.00	11,000.00
2026-2027	Security System Maintenance		1.00	20,000.00	20,000.00
01-60-659000	COMPUTER SOFTWARE/LICENSING	226,150.00			

Account Number	Account Name	2026-2027 2026-2027			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2026-2027	AUTOCAD License		4.00	3,000.00	12,000.00
2026-2027	ESRI		1.00	16,150.00	16,150.00
2026-2027	GeoPDF Atlas System		1.00	5,000.00	5,000.00
2026-2027	Incode/Tyler		1.00	30,000.00	30,000.00
2026-2027	Infor/Hexagon		1.00	70,000.00	70,000.00
2026-2027	Medeco XT		1.00	5,000.00	5,000.00
2026-2027	Office 365 Government		1.00	17,000.00	17,000.00
2026-2027	PDF Remediation for ADA Compliance		1.00	18,000.00	18,000.00
2026-2027	Software License Renewals		1.00	53,000.00	53,000.00
01-60-659100	OTHER ADMINISTRATIVE EXPENSE	20,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2026-2027	Background Checks (Contractors)		20.00	150.00	3,000.00
2026-2027	Customer Events/Meetings		1.00	8,000.00	8,000.00
2026-2027	Meeting Expenses		1.00	8,000.00	8,000.00
2026-2027	Retirement Plaques		5.00	200.00	1,000.00
Total ObjectCategory: 650 - OPERATIONAL SUPPORT SRVS:		902,005.00			

Account Number	Account Name	2026-2027	2026-2027		
ObjectCategory: 660 - WATER OPERATION					
01-60-661101	WATER BILLING	129,177,087.03			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2026-2027	Water Purchase		25,986,137.00	4.97	129,177,087.03
01-60-661102	ELECTRICITY	2,200,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2026-2027	LPS Electrical Charges		1.00	2,200,000.00	2,200,000.00
01-60-661103	OPERATIONS & MAINTENANCE	948,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2026-2027	LPS 50% O&M Charges		12.00	79,000.00	948,000.00
01-60-661104	MAJOR MAINTENANCE	450,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2026-2027	Major Repairs		1.00	400,000.00	400,000.00
2026-2027	Misc Projects		1.00	50,000.00	50,000.00
01-60-661201	PUMP STATION	2,750,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2026-2027	DPS Electrical Charges		1.00	2,750,000.00	2,750,000.00
01-60-661202	METER STATION, ROV, TANK SITE	244,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2026-2027	COMED Accts		1.00	230,000.00	230,000.00
2026-2027	Naper Accts		1.00	14,000.00	14,000.00
01-60-661300	WATER CHEMICALS	57,900.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2026-2027	Calcium Hypochlorite (Standpipes)		6.00	150.00	900.00
2026-2027	De-Chlor Chemicals		6.00	2,000.00	12,000.00
2026-2027	Sodium Hypochorite		12.00	3,750.00	45,000.00
01-60-661400	WATER QUALITY TESTING	111,800.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2026-2027	Analyzers, Supplies & Equipment		1.00	35,000.00	35,000.00
2026-2027	CL17 Maintenance Kits		12.00	3,000.00	36,000.00
2026-2027	CL17 Reagents for Meter Stations		12.00	2,400.00	28,800.00
2026-2027	IEPA Lab Testing Program		1.00	5,000.00	5,000.00
2026-2027	Suburban Lab (Misc)		1.00	7,000.00	7,000.00
01-60-662100	PUMPING SERVICES	959,300.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2026-2027	Backflow Preventor Service		1.00	5,000.00	5,000.00
2026-2027	Breaker Maintenance		1.00	30,000.00	30,000.00
2026-2027	Chlorine Feed Sys Repair		2.00	2,500.00	5,000.00
2026-2027	Compressed gases		12.00	75.00	900.00
2026-2027	Compressor Repair		3.00	1,500.00	4,500.00
2026-2027	Diode Wheels for HLP Motors		1.00	20,000.00	20,000.00
2026-2027	Electrical Supplies		12.00	450.00	5,400.00
2026-2027	Electrical Switchgear		1.00	5,000.00	5,000.00

Account Number	Account Name	2026-2027	2026-2027	2026-2027	
2026-2027	Highlift Pump Bearings	1.00	20,000.00	20,000.00	
2026-2027	Highlift Pump Repair	1.00	300,000.00	300,000.00	
2026-2027	Mechanical Seals	2.00	10,000.00	20,000.00	
2026-2027	Multilin Replacement	4.00	1,600.00	6,400.00	
2026-2027	Oil/Lubricants	12.00	300.00	3,600.00	
2026-2027	Pump Control Cone Valve Repairs	3.00	150,000.00	450,000.00	
2026-2027	Pump Vibration Testing	1.00	15,000.00	15,000.00	
2026-2027	Pumps Footing/Sump	12.00	400.00	4,800.00	
2026-2027	Relay Calibration	1.00	30,000.00	30,000.00	
2026-2027	Small Tools / Equipment	12.00	600.00	7,200.00	
2026-2027	Spare Motors	12.00	200.00	2,400.00	
2026-2027	Thermoscaning Service	1.00	20,000.00	20,000.00	
2026-2027	Valves & Actuators	12.00	300.00	3,600.00	
2026-2027	Waste Oil Disposal	2.00	250.00	500.00	
01-60-662200	INSTRUMENTATION		69,750.00		
	Budget Detail				
	Budget Code	Description	Units	Price	Amount
2026-2027		Annual Test Equipment Calibration	1.00	12,000.00	12,000.00
2026-2027		Instrumentation Parts & Repairs	1.00	50,000.00	50,000.00
2026-2027		Repair Circuit Boards	1.00	3,000.00	3,000.00
2026-2027		Replacement of RTU Batteries	50.00	75.00	3,750.00
2026-2027		Tools & Equipment	1.00	1,000.00	1,000.00
01-60-662300	METER TESTING & REPAIRS		55,000.00		
	Budget Detail				
	Budget Code	Description	Units	Price	Amount
2026-2027		Meter Parts	1.00	20,000.00	20,000.00
2026-2027		Scale Calibration	2.00	2,500.00	5,000.00
2026-2027		Test Bench Repairs	1.00	30,000.00	30,000.00
01-60-662400	SCADA		18,500.00		
	Budget Detail				
	Budget Code	Description	Units	Price	Amount
2026-2027		Antenna Maintenance	1.00	3,000.00	3,000.00
2026-2027		Backhaul	12.00	250.00	3,000.00
2026-2027		Backup Telemetry Repairs	1.00	2,000.00	2,000.00
2026-2027		Radio Repairs	1.00	10,000.00	10,000.00
2026-2027		Tools & Equipment	1.00	500.00	500.00
01-60-662500	EQUIPMENT RENTAL		16,000.00		
	Budget Detail				
	Budget Code	Description	Units	Price	Amount
2026-2027		Tools & Equipment Rental	1.00	16,000.00	16,000.00
01-60-662600	UNIFORMS		26,000.00		
	Budget Detail				
	Budget Code	Description	Units	Price	Amount
2026-2027		Uniform Replacements	1.00	19,000.00	19,000.00
2026-2027		Work Boot	1.00	7,000.00	7,000.00
01-60-662700	SAFETY		431,100.00		
	Budget Detail				
	Budget Code	Description	Units	Price	Amount
2026-2027		Consultant Services	1.00	90,000.00	90,000.00
2026-2027		Contract Training	1.00	30,000.00	30,000.00
2026-2027		Emergency Response Consulting	1.00	250,000.00	250,000.00
2026-2027		Equipment/Supplies	1.00	12,000.00	12,000.00
2026-2027		In-House Training Material	1.00	2,000.00	2,000.00
2026-2027		NSC Dues and Subscriptions	1.00	2,900.00	2,900.00

Account Number	Account Name	2026-2027 2026-2027			
2026-2027	Professional Development	1.00	10,000.00	10,000.00	
2026-2027	Safety & First Aid	12.00	350.00	4,200.00	
2026-2027	Work Zone Safety/Lane Closure	15.00	2,000.00	30,000.00	
01-60-663100	PIPELINE REPAIRS			1,350,000.00	
	Budget Detail				
	Budget Code		Units	Price	Amount
2026-2027	Major Pipe Repair	1.00	750,000.00	750,000.00	
2026-2027	Manhole Repairs and Adjustments	1.00	300,000.00	300,000.00	
2026-2027	Meter Station Header Repairs	1.00	200,000.00	200,000.00	
2026-2027	Valve Assessments	1.00	100,000.00	100,000.00	
01-60-663200	CORROSION TESTING & MITIGATION			300,000.00	
	Budget Detail				
	Budget Code		Units	Price	Amount
2026-2027	Contract CP Services	1.00	150,000.00	150,000.00	
2026-2027	CP Maintenance	1.00	145,000.00	145,000.00	
2026-2027	Watchdog Parts and Repairs	1.00	5,000.00	5,000.00	
01-60-663300	REMOTE FACILITIES MAINTENANCE			283,000.00	
	Budget Detail				
	Budget Code		Units	Price	Amount
2026-2027	Door Replacements	1.00	50,000.00	50,000.00	
2026-2027	Fencing Repairs	1.00	1,000.00	1,000.00	
2026-2027	Hoist Inspections	1.00	3,000.00	3,000.00	
2026-2027	Minor Facility Repairs	1.00	40,000.00	40,000.00	
2026-2027	Quick Response Electrical Work	1.00	55,000.00	55,000.00	
2026-2027	Quick Response Non-Electrical Work	1.00	50,000.00	50,000.00	
2026-2027	Repair Parts	1.00	40,000.00	40,000.00	
2026-2027	Standpipe Cleaning	1.00	40,000.00	40,000.00	
2026-2027	Tool Replacement	1.00	4,000.00	4,000.00	
01-60-663400	PLAN REVIEW- PIPELINE CONFLI			93,000.00	
	Budget Detail				
	Budget Code		Units	Price	Amount
2026-2027	Engineering Consultant - Tollway	1.00	40,000.00	40,000.00	
2026-2027	JULIE Notification	4.00	11,500.00	46,000.00	
2026-2027	Locating Flags	1.00	2,000.00	2,000.00	
2026-2027	Paint for JULIE Locating	1.00	5,000.00	5,000.00	
01-60-663700	PIPELINE SUPPLIES			150,000.00	
	Budget Detail				
	Budget Code		Units	Price	Amount
2026-2027	CP Test Stations	1.00	20,000.00	20,000.00	
2026-2027	Frames & Lids	1.00	100,000.00	100,000.00	
2026-2027	Misc Equipment	1.00	10,000.00	10,000.00	
2026-2027	Misc Supplies	1.00	20,000.00	20,000.00	
01-60-664000	MACHINERY & EQUIP- NON CAP			41,400.00	
	Budget Detail				
	Budget Code		Units	Price	Amount
2026-2027	Engineering Field Equipment	1.00	1,000.00	1,000.00	
2026-2027	Office Upgrades	12.00	700.00	8,400.00	
2026-2027	Pipeline Equipment Repairs	1.00	10,500.00	10,500.00	
2026-2027	Replacement Medeco XT Equipment	1.00	15,000.00	15,000.00	
2026-2027	Traffic Barricades Batteries	1.00	500.00	500.00	
2026-2027	Utility Vehicle Tools	1.00	6,000.00	6,000.00	
01-60-664100	REPAIRS & MAINT- VEHICLES			44,960.00	

Account Number	Account Name	2026-2027 2026-2027			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2026-2027	Maintenance		12.00	3,000.00	36,000.00
2026-2027	Oil Changes		76.00	85.00	6,460.00
2026-2027	Supplies		1.00	2,500.00	2,500.00
01-60-664200	FUEL- VEHICLES	45,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2026-2027	TM Bulk Fuel Purchase		12.00	3,750.00	45,000.00
01-60-664300	LICENSES- VEHICLES	3,300.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2026-2027	City of Elmhurst		1.00	3,000.00	3,000.00
2026-2027	State of IL		2.00	150.00	300.00
Total ObjectCategory: 660 - WATER OPERATION:		139,825,097.03			

Account Number	Account Name	2026-2027 2026-2027			
ObjectCategory: 680 - LAND & LAND RIGHTS					
01-60-681000	LEASES	1,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2026-2027	ISTHA Pipe Crossings		1.00	500.00	500.00
2026-2027	ISTHA SCADA Antenna Use		1.00	500.00	500.00
01-60-682000	PERMITS & FEES	9,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2026-2027	Cook County Maywood Easemt		1.00	3,500.00	3,500.00
2026-2027	DPCH Permit Fees		5.00	200.00	1,000.00
2026-2027	Highway Permits		5.00	100.00	500.00
2026-2027	IEPA - DAQ-APC		1.00	3,000.00	3,000.00
2026-2027	Northbrook Site		1.00	1,000.00	1,000.00
Total ObjectCategory: 680 - LAND & LAND RIGHTS:			10,000.00		

Account Number	Account Name	2026-2027 2026-2027			
ObjectCategory: 685 - CAPITAL EQUIP / DEPREC					
01-60-685100	COMPUTERS	74,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2026-2027	Misc Hardware and Repairs		1.00	6,000.00	6,000.00
2026-2027	Network Hardware		1.00	30,000.00	30,000.00
2026-2027	Printers / Scanner		4.00	750.00	3,000.00
2026-2027	Replacement Computers		10.00	1,000.00	10,000.00
2026-2027	Replacement Laptops		4.00	2,500.00	10,000.00
2026-2027	Tablet Devices		10.00	1,500.00	15,000.00
01-60-685200	OFFICE FURNITURE & EQUIPMT	29,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2026-2027	Office Furniture		1.00	10,000.00	10,000.00
2026-2027	Servers (Domain Controller Hardware)		1.00	19,000.00	19,000.00
01-60-685600	MACHINERY & EQUIPMENT	40,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2026-2027	CL17 Analyzers at Meter Stations		2.00	15,000.00	30,000.00
2026-2027	Standpipe Mixer		1.00	10,000.00	10,000.00
01-60-685800	CAPITALIZED EQUIP	-69,000.00			
01-60-686000	VEHICLES	230,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2026-2027	Explorer - Engineering		1.00	50,000.00	50,000.00
2026-2027	Explorer - Instrumentation		1.00	50,000.00	50,000.00
2026-2027	F450 Utility Truck - Pipeline/Remote Fac		1.00	110,000.00	110,000.00
2026-2027	Trailer - Pipeline/Remote Fac		1.00	20,000.00	20,000.00
01-60-686800	CAPITALIZED VEHICLE PURCHASES	-230,000.00			
01-60-692000	DEPRECIATION- TRANS MAINS	5,100,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2026-2027	DEPRECIATION		1.00	5,100,000.00	5,100,000.00
01-60-693000	DEPRECIATION- BUILDINGS	3,400,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2026-2027	DEPRECIATION		1.00	3,400,000.00	3,400,000.00
01-60-694000	DEPRECIATION-PUMPING EQUIPMENT	1,700,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2026-2027	DEPRECIATION		1.00	1,700,000.00	1,700,000.00
01-60-695200	DEPRECIATION- OFFICE FURN &	200,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2026-2027	DEPRECIATION		1.00	200,000.00	200,000.00
01-60-696000	DEPRECIATION- VEHICLES	235,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2026-2027	DEPRECIATION		1.00	235,000.00	235,000.00
Total ObjectCategory: 685 - CAPITAL EQUIP / DEPREC:		10,709,000.00			

Account Number	Account Name	2026-2027 2026-2027			
ObjectCategory: 710 - CONSTRUCTION IN PROGRESS					
01-60-722200	DPPS BUILDINGS REHAB & MAINT	200,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2026-2027	Building Infrastructure/GIS Modeling		1.00	200,000.00	200,000.00
01-60-722202	DPPS VALVE REPLACEMENT	1,800,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2026-2027	HLP Motor Control Center Upgrades		1.00	300,000.00	300,000.00
2026-2027	Valve Replacement (Discharge Header)		1.00	1,500,000.00	1,500,000.00
01-60-751000	TRANSMISSION MAINS	10,000,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2026-2027	Waterlink		1.00	10,000,000.00	10,000,000.00
01-60-751200	CATHODIC PROTECTION	500,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2026-2027	Cathodic Protection/Construction		1.00	500,000.00	500,000.00
01-60-771000	VALVE REHAB & REPLACEMENT	1,000,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2026-2027	ROV and Large Valve Repairs and Upgrades		1.00	1,000,000.00	1,000,000.00
01-60-771200	CONDITION ASSESSMENT	220,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2026-2027	Backup Telemetry System		1.00	20,000.00	20,000.00
2026-2027	Condition Assessment and Related Projects		1.00	200,000.00	200,000.00
01-60-771700	REPLACEMENT OF SCADA SYSTEM	3,250,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2026-2027	Replacement of SCADA System		1.00	3,000,000.00	3,000,000.00
2026-2027	Security System Upgrade		1.00	250,000.00	250,000.00
01-60-772500	ALTERNATIVE WATER SOURCE	20,050,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2026-2027	Alternative Water Source		1.00	20,000,000.00	20,000,000.00
2026-2027	Website/Communications/Events		1.00	50,000.00	50,000.00
01-60-798000	CAPITALIZED FIXED ASSETS	-37,020,000.00			
Total ObjectCategory: 710 - CONSTRUCTION IN PROGRESS:		0.00			

Account Number	Account Name	2026-2027 2026-2027			
ObjectCategory: 850 - ESCROW FUNDED CONSTRUCTION					
01-80-850001	METERING STATION	60,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2026-2027	Lombard 5th Connection		1.00	60,000.00	60,000.00
01-80-852001	AQUA ILLINOIS	50,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2026-2027	Aqua Illinois - Oak Brook Area Zone Connections		1.00	50,000.00	50,000.00
01-80-852010	MONTGOMERY/OSWEGO/YORKVILLE	268,750,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2026-2027	Construction		1.00	242,000,000.00	242,000,000.00
2026-2027	Engineering		1.00	26,000,000.00	26,000,000.00
2026-2027	Legal/Property Interests		1.00	75,000.00	75,000.00
01-80-899000	CONTRIBUTED/CAPITALIZED FIXED ASSETS	-268,860,000.00			
Total ObjectCategory: 850 - ESCROW FUNDED CONSTRUCTION:		0.00			
Total Expense:		162,209,531.91			
Report Total:		-9,796,607.72			



Ordinance #: O-12-26

Account: N/A

Approvals: *Author / Manager / Finance / Admin*

CAP - CAP PDM

REQUEST FOR BOARD ACTION

Date: 4/1/2026

Description: **An Ordinance Establishing a Rate for Operation and Maintenance Costs for the Fiscal Year Commencing May 1, 2026 and Ending April 30, 2027**

Agenda Section: Finance Committee

Originating Department: Finance

Ordinance No. O-12-26 would establish a rate of \$5.89 per 1,000 gallons of water for Operation and Maintenance Costs for the period of May 1, 2026 through April 30, 2027 in accordance with the Annual Management Budget that appears on the agenda as Ordinance No. O-11-26 and that was approved for distribution in tentative form at the February 20, 2026, Board meeting.

Recommended Motion:

To adopt Ordinance No. O-12-26

DUPAGE WATER COMMISSION

ORDINANCE NO. O-12-26

AN ORDINANCE ESTABLISHING A RATE FOR
OPERATION AND MAINTENANCE COSTS
FOR THE FISCAL YEAR COMMENCING
MAY 1, 2026 AND ENDING APRIL 30, 2027

WHEREAS, pursuant to Section 11-135-5 of the Illinois Municipal Code, 65 ILCS 5/11-135-5, the DuPage Water Commission (the “Commission”) is required to establish, by ordinance, rates and charges for water which are sufficient at all times to pay, among other things, Operation and Maintenance Costs; and

WHEREAS, pursuant to that certain Water Purchase and Sale Contract dated as of January 18, 2024, by and between the Commission and its Contract Customers (the “Customer Contract”), Operation and Maintenance Costs payable by the Contract Customers in each Fiscal Year are determined and assessed by the Commission proportionately in accordance with the provisions of Subsection 7(k) of the Customer Contract; and

WHEREAS, the Commission prepared and submitted to the Contract Customers a tentative budget for the Fiscal Year commencing May 1, 2026, and ending April 30, 2027 (the “Covered Fiscal Year”), as required by Subsection 7(k) of the Customer Contract (the “Tentative Budget”); and

WHEREAS, due notice having been given, a hearing was held on the Tentative Budget at which time the Contract Customers were heard; and

WHEREAS, after full review and consideration, the Commission has determined that that it is reasonable, necessary, and sufficient for the Commission to approve and adopt the stated price of \$5.89 per 1,000 gallons of water delivered as and for the rate to be charged to all Contract Customers for Operation and Maintenance Costs in the Covered Fiscal Year.

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

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

SECTION TWO: Capitalized terms not otherwise defined in this Ordinance shall have the meanings ascribed to them in the Customer Contract.

SECTION THREE: A rate of \$5.89 per 1,000 gallons of water delivered shall be and it hereby is established for Operation and Maintenance Costs for the Covered Fiscal Year. The rate for Operation and Maintenance Costs established pursuant to this Ordinance for the Covered Fiscal Year shall apply equally to Contract Customers and Subsequent Customers and shall be in addition to, and not in lieu of or as a credit against, any and all other costs, fees, or charges imposed by the Customer Contract or any Subsequent Contract.

SECTION FOUR: Notwithstanding any other provision of this Ordinance, at any time no Lake Water is being supplied through the Waterworks System to Contract Customers, each Contract Customer's share of monthly Operation and Maintenance Costs shall be that proportion of those costs which such Contract Customer's Water Allocation bears to the total Water Allocations of all Contract Customers required to make Operation and Maintenance Costs payments during the same period.

SECTION FIVE: The rate for Operation and Maintenance Costs established pursuant to this Ordinance for the Covered Fiscal Year shall be subject to change by amendatory ordinance approved in the same manner as this Ordinance and in accordance with the notice and hearing requirements of Subsection 7(k) of the Customer Contract.

SECTION SIX: This Ordinance shall be in full force and effect from and after its adoption by a majority affirmative vote of all of the Commissioners including the affirmative votes of at least 1/3 of the Commissioners appointed by the County Board Chairman and 40% of the Commissioners appointed by the

Mayors; provided, however, that Section Three of this Ordinance shall be of no force or effect until May 1, 2026.

	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/2027/O-12-26.docx



Ordinance #: O-13-26

Account: N/A

Approvals: *Author / Manager / Finance / Admin*

CAP - CAP PDM

REQUEST FOR BOARD ACTION

Date: 4/1/2026

Description: **An Ordinance Establishing Fixed Costs to be Payable by Each Contract Customer for the Fiscal Year Commencing May 1, 2026 and Ending April 30, 2027**

Agenda Section: Finance Committee

Originating Department: Finance

Ordinance No. O-13-26 would establish a rate for Fixed Costs for FY 2026/2027 a Contract Customer rate of \$0.00 per 1,000 gallons in accordance with the Annual Management Budget that appears on the agenda as Ordinance No. O-11-26.

Recommended Motion:

To adopt Ordinance No. O-13-26

DUPAGE WATER COMMISSION

ORDINANCE NO. O-13-26

AN ORDINANCE ESTABLISHING FIXED COSTS TO
BE PAYABLE BY EACH CONTRACT CUSTOMER
FOR THE FISCAL YEAR COMMENCING
MAY 1, 2026 AND ENDING APRIL 30, 2027

WHEREAS, pursuant to Section 11-135-5 of the Illinois Municipal Code, 65 ILCS 5/11-135-5, the DuPage Water Commission (the “Commission”) is required to establish, by ordinance, rates and charges for water which are sufficient at all times to pay, among other things, Operation and Maintenance Costs; and

WHEREAS, pursuant to that certain Water Purchase and Sale Contract dated as of January 18, 2024, by and between the Commission and its Contract Customers (the “Customer Contract”), Operation and Maintenance Costs payable by the Contract Customers in each Fiscal Year are determined and assessed by the Commission proportionately in accordance with the provisions of Subsection 7(k) of the Customer Contract; and

WHEREAS, the Commission prepared and submitted to the Contract Customers a tentative budget for the Fiscal Year commencing May 1, 2026, and ending April 30, 2027 (the “Covered Fiscal Year”), as required by Subsection 7(k) of the Customer Contract (the “Tentative Budget”); and

WHEREAS, due notice having been given, a hearing was held on the Tentative Budget at which time the Contract Customers were heard; and

WHEREAS, the Tentative Budget contained an estimate of Fixed Costs to be payable by Contract Customers, in the aggregate, for the Covered Fiscal Year in a stated aggregate dollar amount of \$0.00, which amount is generally allocated among Contract Customers based upon each Contract Customer’s proportionate share of such Fixed Costs that such Contract Customer’s Full Water Requirements or Minimum Take or Pay Requirements, as applicable, bears to the sum of the Full Water Requirements or

Minimum Take or Pay Requirements, as applicable, of all Contract Customers for the period between January 1, 2024, and December 31, 2025; and

WHEREAS, the Tentative Budget contained an estimate of Fixed Costs, in the aggregate, for the Covered Fiscal Year in a stated aggregate dollar amount of \$0.00; and

WHEREAS, after full review and consideration, the Commission has determined that it is reasonable, necessary, and sufficient for the Commission to approve and adopt the stated aggregate dollar amount of \$0.00 as and for the amount of Fixed Costs to be payable by Contract Customers, in the aggregate, for the Covered Fiscal Year.

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

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

SECTION TWO: Capitalized terms not otherwise defined in this Ordinance shall have the meanings ascribed to them in the Customer Contract.

SECTION THREE: The Fixed Costs to be payable by Contract Customers, in the aggregate, for the Covered Fiscal Year shall be and they hereby are established in the aggregate dollar amount of \$0.00, which amount is generally allocated among Contract Customers based upon each Contract Customer's proportionate share of such Fixed Costs that such Contract Customer's Full Water Requirements bears to the sum of the Full Water Requirements or Minimum Take or Pay Requirements, as applicable, of all Contract Customers for the period between January 1, 2024, and December 31, 2025. Each Contract Customer's proportionate share of Fixed Costs established pursuant to this Ordinance for the Covered Fiscal Year shall be in addition to, and not in lieu of or as a credit against, any and all other costs, fees, or charges imposed by the Customer Contract or applicable Subsequent Contract.

SECTION FOUR: The Fixed Costs established pursuant to this Ordinance for the Covered Fiscal Year shall be subject to change by amendatory ordinance approved in the same manner as this Ordinance.

SECTION FIVE: This Ordinance shall be in full force and effect from and after its adoption by a majority affirmative vote of all of the Commissioners including the affirmative votes of at least 1/3 of the Commissioners appointed by the County Board Chairman and 40% of the Commissioners appointed by the Mayors; provided, however, that Section Three of this Ordinance shall be of no force or effect until May 1, 2026.

	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/2027/O-13-26.docx



Ordinance #: O-14-26

Account: N/A

Approvals: *Author / Manager / Finance / Admin*

CAP - CAP PDM

REQUEST FOR BOARD ACTION

Date: 4/1/2026

Description: **Annual Budget and Appropriation Ordinance for the Fiscal Year Commencing May 1, 2026 and Ending April 30, 2027**

Agenda Section: Finance Committee

Originating Department: Finance

Ordinance No. O-14-26 would approve and adopt the Combined Annual Budget and Appropriation Ordinance for the Fiscal Year Commencing May 1, 2026 and Ending April 30, 2027 as required by the Commission's By-Laws and the Illinois Municipal Budget Law (50 ILCS 330/1 *et seq.*).

The ordinance is based on the fiscal year 2026-27 Management Budget plus a factor designed to allow the Board of Commissioners the ability to expend all funds available to it during the fiscal year if necessary even though the Management Budget does not contemplate so doing. Personnel costs have been appropriated at 105% of budget. All other operating expenditures and all construction expenditures were appropriated at an amount at least 135% of budget with the exception of cost of water purchases and depreciation expense, which were appropriated at 125%. The fiscal year 2026-27 Management Budget still provides the criteria for management analysis.

Recommended Motion:

To adopt Ordinance No. O-14-26

DUPAGE WATER COMMISSION

ORDINANCE NO. O-14-26

ANNUAL BUDGET AND
APPROPRIATION ORDINANCE
FOR THE FISCAL YEAR COMMENCING
MAY 1, 2026 AND ENDING APRIL 30, 2027

BE IT ORDAINED by the Board of Commissioners of the DuPage Water Commission, Counties of DuPage, Cook, Will, and Kane Illinois, as follows:

SECTION ONE: That the following sums are authorized by law and the same are hereby appropriated for the Water Fund, the Revenue Bond Construction Fund, the Corporate Fund and the Arbitrage Rebate Fund of the DuPage Water Commission, for the objects and purposes hereinafter specified during the fiscal year commencing May 1, 2026 and ending April 30, 2027 and that the sums of money hereinafter set forth are deemed necessary to defray all necessary expenses and liabilities of the DuPage Water Commission for said period:

Ordinance No. O-14-26
DU PAGE WATER COMMISSION
BUDGET AND APPROPRIATION ORDINANCE
MAY 1, 2026 TO APRIL 30, 2027

ACCT #	ACCOUNT TITLE	BUDGET/ APPROPRIATION AMOUNT
WATER FUND RESOURCES		
01-511000	OPERATIONS & MAINTENANCE PAYMENTS	148,466,597
01-512000	FIXED COST PAYMENTS	-
01-513000	SUBSEQUENT CUSTOMER RATE DIFFERENTIAL	-
01-514000	EMERGENCY WATER SERVICE	24,845
01-581000	INTEREST INCOME	3,921,482
01-590000	OTHER INCOME	-
	TOTAL WATER FUND REVENUES	<u>152,412,924</u>

WATER FUND EXPENDITURES

01-60-611000	SALARIES OF COMMISSION PERSONNEL	5,658,996
01-60-612000	PERSONNEL - PENSION, INSURANCE AND TAXES	2,135,207
01-60-613000	PERSONNEL - TRAINING, DEVELOPMENT AND TRAVEL	166,425
01-60-619000	OTHER PERSONNEL EXPENSES	24,360
01-60-621000	WATER CONSERVATION	17,550
01-60-623000	COST OF INVESTMENT FEES AND BANK CHARGES	318,600
01-60-625000	LEGAL SERVICES AND NOTICES	238,950
01-60-626000	AUDIT SERVICES	49,950
01-60-628000	CONSULTING SERVICES	749,385
01-60-629000	CONTRACTUAL SERVICES	1,297,728
01-60-640000	INSURANCE COVERAGES	1,592,055
01-60-651000	OCCUPANCY COSTS	346,424
01-60-652000	OFFICE SUPPLIES AND PUBLICATIONS	54,743
01-60-653000	PRINTING AND POSTAGE EXPENSES	21,195
01-60-654000	PROFESSIONAL DUES	31,016
01-60-655000	COST OF REPAIRS AND MAINT. OF OFFICE EQUIPMENT	12,177
01-60-656000	REPAIRS AND MAINTENANCE OF BUILDINGS	419,850
01-60-659000	COMPUTER SOFTWARE & LICENSING	305,303
01-60-659100	OTHER ADMINISTRATIVE EXPENSES	27,000
01-60-661100	COST OF WATER PURCHASES	165,968,859
01-60-661200	ELECTRIC UTILITY EXPENSES	4,041,900
01-60-661300	PURCHASE OF WATER CHEMICALS	78,165
01-60-661400	COST OF WATER TESTING	150,930
01-60-662000	PUMP STATION OPERATIONS	2,127,128
01-60-663000	COST OF REPAIRS AND MAINTENANCE OF PIPELINES	2,937,600
01-60-664000	COST OF REPAIRS AND MAINT. OF VEHICLES & EQUIPMENT	181,791
01-60-680000	LAND AND RIGHT-OF-WAY ACQUISITION COSTS	13,500
01-60-685000	COST OF FURNITURE & EQUIPMENT PURCHASES	193,050
01-60-686000	COST OF MOTOR VEHICLES PURCHASES	310,500
01-60-690000	DEPRECIATION EXPENSES	13,293,750
01-60-700000	COMMISSION CAPITAL PROJECTS	49,977,000
01-60-798000	COST OF CAPITALIZED FIXED ASSETS	0
01-60-799000	CONTINGENCY	39,339,512
		<hr/>
	TOTAL WATER FUND EXPENDITURES	292,080,596
		<hr/>
	WATER FUND REVENUE OVER (UNDER) EXPENDITURES	(139,667,672)
	ESTIMATED AVAILABLE WATER FUND BALANCES 05/01/2026	139,667,672
	AVAILABLE WATER FUND BALANCES 04/30/2027	0
		<hr/> <hr/>
	ESTIMATED AVAILABLE WATER FUND BALANCES	05/01/26
		<hr/>
	Cash and Cash Equivalents	13,652,856
	Investments	138,239,181
	Accounts Payable	(12,224,365)
	TOTAL ESTIMATED AVAILABLE WATER FUND BALANCES	139,667,672
		<hr/> <hr/>

SECTION TWO: This Ordinance shall be in full force and effect from and after its adoption by a majority affirmative vote of all of the Commissioners including the affirmative votes of at least 1/3 of the Commissioners appointed by the County Board Chairman and 40% of the Commissioners appointed by the Mayors; provided, however, that Section Two of this Ordinance shall be of no force or effect until May 1, 2026.

SECTION THREE: This Ordinance shall be available for public inspection at the office of the DuPage Water Commission.

	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/ordinances/2026/O-14-26



Resolution #: R-28-26

Account: 01-60-629000

Approvals: *Author / Manager / Finance / Admin*

DC RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 4/9/2026

Description: **A Resolution Authorizing the Execution of a Consulting Agreement with CDW-G for IT Cyber Security.**

Agenda Section: Administration Committee

Originating Department: Systems & Information Technology

Resolution No. R-28-26 would approve a Consulting and Network Cyber Security Services Agreement with CDW-G in connection with the Commission's Administrative and SCADA Networks for a twelve-month term.

The Commission utilizes the Enterprise and Operational Technology networks to perform critical daily operating tasks. Cyberattacks are increasing annually and the utility sectors are finding themselves targeted more frequently. Historically the Commission has used a variety of IT security solutions to address network security. The Commission's objective for IT and OT Cyber Security is to be at the forefront protecting our critical enterprise and control network systems.

With the escalation of cyberattacks against critical infrastructure and utilities, the Commission enhanced its IT security with Mandiant's Managed Defense service in 2018, formerly known as FireEye. This service provides round-the-clock monitoring, mitigation, and remediation support against various cybersecurity breaches and threat actors. It has proven useful in blocking malicious attacks, protecting our systems from ransomware and malware, and continuously safeguarding our network and end users. The Mandiant Enterprise Network Security solution enables rapid detection and response to evasive threats missed by traditional defenses, across network/web, email, local devices, and file systems.

The Mandiant Managed Defense service is broken down into two cost elements: the NX appliance licensing and bandwidth capacity, and the annual cost for the managed defense team coverage and support. This year's renewal of the managed defense service will be \$140,257.30 compared to last year's service agreement, which came at a cost of \$133,137.69. There has been no change to the number of nodes and bandwidth, the subscription has increased by 5% after being relatively steady for the past few years.

Being critical infrastructure, the Commission staff recommends the continued use of the Mandiant service under CDW-G, a governmental purchasing vendor, and authorize the General Manager to execute a twelve-month agreement with CDW-G in the amount of \$140,257.30.

Recommended Motion:

Motion to approve Resolution No. R-28-26

DUPAGE WATER COMMISSION

RESOLUTION NO. R-28-26

A RESOLUTION AUTHORIZING THE EXECUTION OF A CONSULTING AGREEMENT
WITH CDW-G FOR CYBER SECURITY SERVICES

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

WHEREAS, the DuPage Water Commission staff desires to enter into a consulting agreement setting forth the terms and conditions pursuant to which the Commission will obtain continuous Cyber Security monitoring and mitigation through CDW-G to be approved by the Commission; and

WHEREAS, the DuPage Water Commission staff is recommending the renewal of the Cyber Security monitoring and mitigation services;

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

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

SECTION TWO: A Consulting Agreement between the DuPage Water Commission and CDW-G for Cyber Security 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 Cyber Security Services 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 CDW-G.

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-28-26.docx

EXHIBIT 1



Thank you for choosing CDW. We have received your quote.

QUOTE CONFIRMATION

Pricing and Availability Notice

Due to ongoing supply chain challenges, some hardware manufacturers cannot guarantee product availability or pricing until the product is shipped. While we make every effort to honor quoted pricing, if a hardware manufacturer increases its price to CDW after a quote is issued or order is accepted, we may need to update your quoted price to reflect that change irrespective of any timeframes or validity periods set forth in the quote, including up to the date of shipment. In the event of a price adjustment, we will notify you prior to shipment. Any price adjustment would only occur if the hardware manufacturer increases its pricing to CDW.

SANGHYO KIM,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PVKS649	3/24/2026	PVKS649	1306820	\$140,257.30

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
MANDIANT MANAGED DEFENSE Mfg. Part#: MD-CV-US-BASE Managed Defense Full Coverage Base - 1 Year Electronic distribution - NO MEDIA Contract: Sourcewell-State of IL R-257160 GOV ONLY (25-448DOIT-TELEC-P-80070)	1	7504340	\$133,197.30	\$133,197.30
MANDIANT MGD DEF FC NODE Mfg. Part#: MD-CV-US-NODE Managed Defense Full Coverage Node Electronic distribution - NO MEDIA Contract: Sourcewell-State of IL R-257160 GOV ONLY (25-448DOIT-TELEC-P-80070)	200	7504753	\$35.30	\$7,060.00

SUBTOTAL	\$140,257.30
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$140,257.30

PURCHASER BILLING INFO	DELIVER TO
------------------------	------------

Billing Address:

DUPAGE WATER COMMISSION
ACCTS PAYABLE
600 E BUTTERFIELD RD
ELMHURST, IL 60126-4642
Phone: (630) 834-0100

Payment Terms: Net 30 Days-Govt State/Local

Shipping Address:

DUPAGE WATER COMMISSION
SANGHYO KIM
600 E BUTTERFIELD RD
ELMHURST, IL 60126-4642
Phone: (630) 834-0100

Shipping Method: ELECTRONIC DISTRIBUTION

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515



Sales Contact Info

Thomas Sanders | (877) 673-2173 | thomas.sanders@cdwg.com

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Support



Call 800.800.4239

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This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

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Resolution #: R-32-26

Account: 01-60-611200

Approvals: *Author / Manager / Finance / Admin*

PDM RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 4/7/2026

Description: Recommendation to approve collective bargaining agreement between the DuPage Water Commission and the International Union of Operating Engineers Local 399 (AFL-CIO)

Agenda Section: Administration Committee

Originating Department: Administration

The collective bargaining agreement with IUOE 399 will expire on April 30, 2023. DWC administrative staff commenced negotiations with IUOE 399 in January 2026 and has been engaged in negotiations since that time. I am pleased to report that negotiations progressed well and have now concluded; the attached 3-year contract, terminating April 30, 2026 is recommended for approval.

Notable changes from the previous contract include the following:

- Section 5.4: clarification of procedures to attempt to backfill positions during Lead Operator employee leave with Lead Operator classified employees.
- Increase of shift premium from \$1.50/ hr to \$1.70/hr in 2026 and \$1.90/hr in 2027, and \$2.10 in 2028.
- Revision of vacation accrual to cause employees to accrue their 3rd week of vacation at the beginning of their 4th year of service rather than the end of their 4th year of service (Section 11.1)
- Establishment of 5/1/2026 Wage increase at 3.5% and establishment of a 2% floor for years two and three of the contract.
- Modification of Merit Based Longevity pay wage increase from \$1.10 to \$1.50/hr (Section 23.3)

Recommended Motion:

It is recommended that Resolution R-32-26 be approved authorizing execution of a three-year collective bargaining agreement with the International Union of Operating Engineers Local 399.

DUPAGE WATER COMMISSION

RESOLUTION NO. R-32-26

A RESOLUTION AUTHORIZING APPROVAL OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE DUPAGE WATER COMMISSION AND THE INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 399 (AFL-CIO)

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 collective bargaining agreement with IUOE 399 contract terminated on April 30, 2023; and

WHEREAS, the DuPage Water Commission received a notice of contract reopener on January 5, 2026; and

WHEREAS, DWC has engaged in good-faith negotiations with employees and representatives of IUOE local 399, and are in agreement with all parties that the collective bargaining agreement term ending April 30, 2029 attached hereto as Exhibit 1 is favorable to all parties.

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 Collective Bargaining Agreement between the DuPage Water Commission and the International Union of Operating Engineers Local 399, term ending April 30, 2029, attached hereto as Exhibit 1 is hereby 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.				
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-32-26

EXHIBIT 1

DELETE PAGE IF NO ATTACHMENT

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN**

**INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 399 (AFL-CIO)**

AND

DuPAGE WATER COMMISSION

MAY 1, 2026 THROUGH APRIL 30, 2029

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PREAMBLE

In order to establish harmonious employment relations through a mutual process, to provide fair and equitable treatment to all employees, to promote the quality and continuance of public service, to achieve full recognition for the value of employees and the vital and necessary work they perform, to specify wages, hours, benefits and working conditions, and to provide for the prompt and equitable resolution of disputes, the parties agree as follows:

AGREEMENT

This Agreement has been made and entered into by and between the DuPage Water Commission (hereinafter referred to as the "Employer" or the "Commission") and the International Union of Operating Engineers Local 399 (AFL-CIO) (hereinafter referred to as the "Union"), on behalf of certain employees described in ARTICLE I.

ARTICLE I
RECOGNITION

SECTION 1.1. RECOGNITION

The Employer recognizes the Union as the exclusive collective bargaining representative for all full-time and part-time employees employed in the following titles: Assistant Water Operator (now known as Assistant Operator); Lead Water Operator (now known as Lead Operator); Control Room Operator (now known as Operating Coordinator); Field Maintenance Technician (now known as Senior Technician or Field Maintenance Technician, depending upon qualifications and experience); Field Maintenance Coordinator; Meter Technician (now known as Instrumentation and Metering Technician), Instrumentation and Metering Coordinator, Senior Instrumentation Technician, Instrumentation Technician, Field Maintenance Technician, Senior Pipeline Technician, Utility Locator, Pipeline Maintenance Technician and Maintenance Technician; and excluding all other employees of the Employer as

set forth in the bargaining unit certified by the Illinois Labor Relations Board in Case No. S-UC-(S)-17-073, and as clarified in Case No. S-UC-23-106.

SECTION 1.2. PART-TIME EMPLOYEES

Part-time employees are not eligible to earn benefits or participate in the Employer's benefit programs. The only exception is if required by law.

ARTICLE II RIGHTS OF EMPLOYER

It is understood and agreed that the Commission retains all traditional, statutory, and constitutional rights and authority to manage and operate the employees of the Commission in all respects, including, but not limited to, all rights and authority exercised by the Commission prior to the execution of this Agreement, except as amended, changed or modified in a specific provision set forth in this Agreement. These rights include but are not limited to, the following:

- a) Plan, direct, control, and determine all functions, operations, standards and services;
- b) Supervise, direct and evaluate employees;
- c) Establish the qualifications for employment and employ employees;
- d) Establish reasonable work rules, schedules, assignments and assign employees;
- e) Hire, promote, transfer, schedule, and assign employees in positions and create, combine, modify, and eliminate positions within the Operations and Instrumentation Department and the Pipeline and Remote Facilities Department, however, prior to any elimination of positions within those Departments, the Commission and the Union will meet and discuss alternatives;
- f) Suspend, discharge, demote, and take other disciplinary action against employees for just cause (with the exception of probationary employees, who may be discharged without cause);
- g) Establish reasonable work and productivity standards and, from time to time, amend such standards;

- h) Determine whether work and/or services are to be provided by employees covered by this Agreement or by other employees or persons not covered by this Agreement;
- i) Determine the number of hours of work and shifts per workweek and assign overtime;
- j) Maintain efficiency of operations and services of the Operations and Instrumentation Department and the Pipeline and Remote Facilities Department;
- k) Take whatever action is necessary to comply with State and Federal law;
- l) Secure, change or eliminate methods, equipment, and facilities for the improvement of operation and to establish and implement a budget;
- m) Determine the kinds and amounts of services to be performed as it pertains to operations, and the number and kind of positions and classifications to perform such services, to include revision, combination, addition or elimination of job classifications;
- n) Determine the methods, means, organization and personnel by which operations are to be conducted to include services and staffing requirements by program, unit, and division.

ARTICLE III **UNION RIGHTS**

SECTION 3.1. UNION ACTIVITY DURING WORKING HOURS

Authorized agents of the Union shall have access to the Employer's establishment during business hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that this Agreement is being adhered to; provided that both: (a) the Union agent provides notice to the General Manager (or designee) at least twenty-four (24) hours prior to the visit (unless otherwise agreed to by the General Manager (or designee)), and (b) the Union agent shall not interfere with the Employer's business operations or the work performed by the employees. Covered employees shall not engage in Union business during working hours unless otherwise agreed to by the General Manager (or designee) and shall ask for and obtain permission before leaving their jobs in order to conduct Union business so that covered

employees' conduct of Union business shall not interfere with the Employer's business operations or the work performed by the employees.

SECTION 3.2. UNION BULLETIN BOARD

The Employer shall provide a Union bulletin board at the work location. The board shall be for the sole and exclusive use of the Union. The Union agrees not to post or display any inappropriate, offensive or discriminatory information on the bulletin board.

ARTICLE IV UNION DUES/FAIR SHARE CHECK OFF

SECTION 4.1. DEDUCTIONS

The Employer agrees to deduct from the pay of those employees who are Union members any or all of the following:

- (A) Union membership dues, assessments, PAC, or fees;
- (B) Union sponsored credit and other benefit programs.

Requests for any of the above shall be made on a form provided by the Union and shall be made within the provisions of the Government Salary Withholding Act and/or any other applicable State statute.

Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made in accordance with the law and shall be remitted to the Union on a bi-weekly basis at the address designated in writing by the Union. The Union shall advise the Employer of any increases in dues or other approved deductions in writing at least thirty (30) calendar days prior to its effective date.

The Union shall certify the current amount of Union deductions.

SECTION 4.2. HOLD HARMLESS

The Union shall hold and save the Employer harmless from any and all responsibility and claims in connection with the collection and disbursement of monies under this Article and Agreement.

ARTICLE V HOURS OF WORK AND OVERTIME

SECTION 5.1. REGULAR WORKDAY AND REGULAR WORKWEEK

(A) The regular workday for lead operators is comprised of twelve (12) hour shifts of actual working time. The regular workday for all other bargaining unit employees is comprised of eight (8) hour shifts of actual working time.

(B) The regular workweek for lead operators alternates between thirty-six (36) and forty-eight (48) hours of actual working time, except for authorized leaves, subject to the remaining provisions of this Article. The regular workweek for all other bargaining unit employees is forty (40) hours of actual working time, except for authorized leaves, subject to the remaining provisions of this Article.

(C) Employees may be assigned to be “on call,” which is defined as when an employee is required to respond to a request to work an overtime assignment and is required to work such overtime assignment. Employees “on call” shall be required to mobilize immediately and to report to the work assignment location within sixty (60) minutes of being contacted by a supervisor or a supervisor’s designee, unless otherwise authorized by such supervisor or designee. When assigned to be "on call", the lead operators or other bargaining unit employees will be required to promptly respond when called. An employee's failure, when “on call,” to promptly respond when called is a serious matter and may result in disciplinary action and loss of "on call" status pay in the absence of an explanation deemed acceptable

to management. If the Commission exercises its right to end this practice, the parties agree to meet and discuss an alternate scheduling arrangement to address the change.

(D) Nothing in this Article should be construed as a guarantee of hours of work or days of work per day, week or year, for any classification of employees.

(E) In the event that the Employer has a need to change the regular work schedule of a covered employee, the Employer will provide fourteen (14) days of advance notice to the Union, in the absence of an emergency or unanticipated need.

SECTION 5.2. MANDATORY REST PERIOD

Employees will not be allowed to work more than eighteen (18) hours in a twenty-four (24) hour period.

SECTION 5.3. OVERTIME COMPENSATION

The compensation paid employees for overtime work shall be as follows:

(A) Except as provided for in this Agreement, a bargaining unit employee shall be paid at one and one-half (1-1/2) his/her regular hourly rate of pay when in approved pay status (excluding sick time) in excess of forty (40) hours per workweek.

(B) Non-working time in approved pay status (other than sick time) shall be counted as "time worked" for purposes of computing overtime compensation.

SECTION 5.4. OVERTIME DISTRIBUTION

(A) Employees will be expected to perform any reasonable amounts of overtime work when assigned to them.

(B) The Employer will attempt to offer overtime work as equally as appropriate under the circumstances among those bargaining unit employees with the same position title within the Department (*e.g.*, lead for lead, assistant for assistant, technician for technician, etc.) who usually

perform the type of work at issue; then within the entire bargaining unit; provided, however, that completion of any overtime assignment does not violate the Employer work rules such as that stated in SECTION 5.2. Notwithstanding the foregoing, the Employer is authorized to continue its historical practice of utilizing non-bargaining unit employees to perform what may be described as “bargaining unit work,” including what would otherwise be deemed overtime work for bargaining unit members.

In instances where a shift-scheduled Operator utilizes available personal leave, vacation leave, or sick leave when scheduled to work an overnight 6:00 p.m. to 6:00 a.m. shift or on a holiday or on a weekend, attempts to backfill the vacancy with a shift-scheduled Operator will be made, before backfilling the shift with a Daytime Lead Operator.

(C) The parties recognize that they have an obligation to the community to provide services and that this obligation on occasion may require the working of overtime. To meet that objective, compulsory overtime work may be scheduled in situations when there is a business need to do so; if this occurs, the Employer will provide advance notice when practical.

(D) If the full-time personnel who would have usually worked the overtime refuse it or are unavailable, the Employer may work part-time, temporary or non-bargaining unit personnel on said overtime without violating this Agreement.

(E) No overtime compensation shall be paid more than once for the same hours worked or deemed worked under this or any other Article (*i.e.*, no pyramiding allowed).

SECTION 5.5. EXTENSION OF THE WORK DAY

For any employee required to report to work earlier than his/her regular starting time or to stay at work later than his/her regular quitting time, such earlier or later time shall be added to the regular day's work and paid at his/her regular or overtime rate, if applicable. Alternatively,

with the approval of the General Manager (or designee), the employee may leave work prior to the end of the regular shift for that day.

SECTION 5.6. CALL BACK PAY

A “call back” is defined as an official assignment of work which does not continuously precede or follow an employee’s regularly scheduled work hours. Except for an employee who is on-call regularly (*e.g.*, Utility Locator), an employee who has been called back to work after the close of one regularly scheduled work day and before the beginning of the next regularly scheduled work day shall be paid a minimum of three (3) hours of pay from the actual starting time of work at his/her regular or overtime rate, if applicable. If said three (3) hour minimum overlaps with the next regular scheduled workday, this will be treated as an extension of the workday under SECTION 5.5. If an employee who is regularly on-call is called back to work for an assignment that can be performed remotely (*e.g.*, clearing JULIE tickets), such employee shall perform such work remotely, and shall be compensated at 15 minute increments for such overtime work, but if such employee is required to report to a work site in order to perform such call-back assignment, then the employee shall be entitled to the minimum payment on the same conditions as other bargaining unit members.

SECTION 5.7. ALTERNATING SHIFT ROTATION PREMIUM PAYMENT

Effective May 1, 2026, a bargaining unit employee is eligible for a "Shift Rotation" premium payment equal to \$1.70 for each hour in approved pay status (other than sick time) pursuant to a regular work schedule that is subject to rotation/alternating days on and off in order to meet the business demands of the Commission. Such “Shift Rotation” premium shall be increased to \$1.90 per applicable hour, effective May 1, 2027, and increased to \$2.10 per applicable hour, effective May 1, 2028. This premium is payable quarterly in arrears. This

premium payment is not earned or available if a change in an employee's work schedule occurs due to factors other than an employee's assignment to a permanent work schedule which is subject to regular rotation in order to meet the business demands of the Commission.

ARTICLE VI **SENIORITY**

SECTION 6.1. SENIORITY DEFINED

Except for purposes of layoff, an employee's seniority shall be the period of the employee's most recent continuous regular employment with the Employer. For purposes of layoff, an employee's seniority shall be the period of the employee's most recent employment with the Employer in the Operations and Instrumentation Department or the Pipeline and Remote Facilities Department in the current title. Employees who are employed as Technician Trainees or Operator Trainees ("Trainees") shall not establish nor have any seniority, while holding the title of Trainee.

SECTION 6.2. BREAKS IN CONTINUOUS SERVICE

An Employee's continuous service record shall be broken by (a) voluntary resignation, (b) discharge for just cause, (c) retirement, (d) failure to return from a leave of absence as scheduled (without approval or as allowed by law), (e) failure to work for any reason in excess of twelve (12) months (except in the case of layoff after eighteen (18) months), and/or (f) being absent for three (3) consecutive days without reporting off.

SECTION 6.3. SENIORITY LIST

Once each year the Employer shall make available upon a request a bargaining unit seniority list showing the seniority of each employee. The seniority list shall be accepted and final thirty (30) calendar days after it is issued, unless protested by the Union or an employee in writing.

SECTION 6.4. PROBATIONARY EMPLOYEES

An employee is probationary for the first twelve (12) months of employment and can be discharged for any or no reason. A probationary employee shall have no seniority, except as otherwise provided for in this Agreement, until he/she has completed their required probationary period. Upon such completion, he/she shall acquire seniority retroactively from the date of employment. Employees who are employed as Trainees shall be probationary employees the entire time that they are employed as Trainees. If a Trainee is retained as a permanent, non-trainee employee, pursuant to SECTION 23.4 of this Agreement, seniority shall commence upon assumption of the permanent, non-trainee position. During this period of probation, no grievance may be filed by or on behalf of such employee.

ARTICLE VII **LAYOFF AND RECALL**

SECTION 7.1. DEFINITION AND NOTICE

A layoff is defined as a reduction in bargaining unit jobs. The Employer shall give the Union at least thirty (30) calendar days' notice of any layoffs, except in emergency or other unanticipated situation(s) wherein such period of notice may be reduced.

SECTION 7.2. GENERAL PROCEDURES

In the event of a layoff, employees shall be laid off in inverse order of seniority as defined in ARTICLE VI provided the employee selected to be retained has the present ability to perform the available work. However, prior to laying off any bargaining unit employees, all seasonal, temporary, probationary, part-time or other non-bargaining unit employees who perform work customarily performed by bargaining unit employees shall be laid off or terminated, as the case may be.

If a more senior employee has the present ability to perform the available work in a lower level job within the Department, the employee may "bump down" the less senior employee in the lower job (based on total time employed with the Commission in that Department) to avoid being laid off. For purposes of this provision, a control room operator is above the level of an assistant operator but below the level of a lead operator.

SECTION 7.3. RECALL OF LAID-OFF EMPLOYEES

The names of laid-off employees shall be placed on a layoff list for eighteen (18) months. Employees shall be recalled in seniority order provided the employee has the present ability to perform the available work as determined by the Employer. No part-time or seasonal employees will be hired to do bargaining unit work during this time if contrary to this provision. After eighteen (18) months on layoff, an employee shall lose his/her seniority.

ARTICLE VIII DISCIPLINARY PROCEDURES

SECTION 8.1. EMPLOYEE DISCIPLINE

The Employer agrees with the tenets of progressive and corrective discipline in appropriate cases, and that it shall be imposed only for just cause. When appropriate, progressive discipline may include but not be exclusive of the following progressive steps of priority as determined by management based on all of the facts presented, including the nature of the offense, the employee's overall work record, etc.:

- (A) Oral warning with documentation of such filed in the employee's personnel file,
- (B) Written reprimand with copy of such maintained in the employee's personnel file,
- (C) Suspension without pay with documentation of such maintained in the employee's personnel file,
- (D) Discharge with documentation of such maintained in the employee's personnel file.

Upon request of the employee, a representative of the Union (or designee from bargaining unit if no other representative is present or immediately available) shall be allowed to be present and participate in hearings where there is a reasonable likelihood that disciplinary action may occur. Participation by the Union may not unreasonably delay or postpone any discussion, hearing, or imposition of disciplinary action.

The parties agree and acknowledge that there may be circumstances when progressive discipline is not appropriate and the Employer has the discretion to skip step(s) in the progressive discipline procedure. In some cases, unpaid suspension(s) or even immediate termination (with no prior warnings) may result from even a first offense as determined by management.

SECTION 8.2. RIGHT TO REPRESENTATION

Prior to any investigatory meeting with an employee that reasonably is expected to result in disciplinary action against that employee, the employee shall be informed of his/her rights to Union representation.

ARTICLE IX GRIEVANCE PROCEDURE

SECTION 9.1. GRIEVANCE DEFINED

A grievance is defined as any claim of violation of this Agreement.

SECTION 9.2. PROCESSING OF GRIEVANCE

Grievances shall be processed only by the Union on behalf of an employee or on behalf of a group of employees or itself setting forth name(s) or group(s) of the employee(s). The Grievant or one Grievant representing a group of Grievants may be present at any step of the grievance procedure, and the employee is entitled to Union representation at each and every step of the grievance procedure. The resolution of a grievance filed on behalf of a group of

employees shall be made applicable to the appropriate employees within that group.

SECTION 9.3. GRIEVANCE STEPS

STEP ONE: Operations and Instrumentation Department Supervisor or Pipeline and Remote Facilities Department Supervisor

The Union may submit a written grievance to the Operations and Instrumentation Department Supervisor or Pipeline and Remote Facilities Department Supervisor within ten (10) business days of the event giving rise to the grievance or the Union's reasonable knowledge of the events giving rise to the grievance. The Operations and Instrumentation Department Supervisor or Pipeline and Remote Facilities Department Supervisor or his/her designee shall schedule a conference within ten (10) business days of receipt of the grievance to attempt to adjust the matter. The Operations and Instrumentation Department Supervisor or Pipeline and Remote Facilities Department Supervisor or designee shall submit a written response within ten (10) business days of the conference. If the conference is not scheduled, the Operations and Instrumentation Department Supervisor or Pipeline and Remote Facilities Department Supervisor or designee shall respond to the grievance in writing within ten (10) business days of receipt of the appeal.

STEP TWO: General Manager

If the grievance remains unsettled at Step One, the Union may advance the written grievance to the General Manager (or designee) within ten (10) business days of the response in Step One or when such response was due. The General Manager or his/her designee shall schedule a conference within ten (10) business days of receipt of the grievance to attempt to adjust the matter. The General Manager or designee shall submit a written response within ten (10) business days of the conference. If the conference is not scheduled, the General Manager or designee shall respond to the grievance in writing within ten (10) business days of receipt of the

appeal.

STEP THREE: Arbitration

If the grievance remains unsettled after the response in Step Two, the Union may refer the grievance to arbitration within fifteen (15) business days of the Step Two response. The Union shall request the American Arbitration Association to submit a panel of seven (7) Arbitrators. The parties shall alternately strike the names of Arbitrators, taking turns as to the first strike. The person whose name remains shall be the Arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of Arbitrators.

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the Arbitrator. Both parties shall have the right to request the Arbitrator to require the presence of witnesses and/or documents. Each party shall bear the costs of its own witnesses.

Questions of arbitrability shall be decided by the Arbitrator. The Arbitrator shall make a preliminary determination on the question of arbitrability. If it is determined that the matter is arbitrable, the Arbitrator shall then proceed to determine the merits of the dispute. If either party objects, another panel will be requested and another arbitrator selected.

In the conduct of any arbitration under this Article, the rules and procedure governing the conduct of arbitration proceedings of the American Arbitration Association shall control, except where specifically limited by this Article. The Arbitrator shall neither amend, modify, nullify, ignore, add nor subtract from the provisions of this Agreement.

The expenses and fees of the Arbitrator and the cost of the hearing room shall be shared equally by the parties. Nothing in this Article shall preclude the parties from agreeing to the appointment of a permanent Arbitrator(s) during the term of this Agreement or to use the expedited

arbitration procedures of the American Arbitration Association.

If either party desires a verbatim record of the proceedings, it may cause such to be made, providing it pays for the record and makes a copy available without charge to the Arbitrator. If the other party desires a copy, it shall equally pay for the expense of such.

The Arbitrator shall render his/her decision in writing to the parties within thirty (30) calendar days following the close of the arbitration hearing or the submission date of briefs, whichever is later. The Arbitrator shall support his/her findings with a written opinion. The decision and opinion shall be based solely on and directed to the issue presented. The award shall clearly direct the parties as to what action(s) must be taken in order to comply with the award.

The decision and award of the arbitration shall be final and binding to the Union, employee(s) and Employer. Such decision shall be within the scope and terms of this Agreement but shall not change any of its terms or conditions.

SECTION 9.4. GRIEVANCE FORMS

The written grievance required under this Article shall be on a form which shall be provided by the Union. It shall contain the basis of the Grievant's complaint, the section(s) of this Agreement that have been allegedly violated, the date of the alleged violations and the relief being sought. The form shall be signed and dated by the Grievant and/or his/her representative. An inaccurate reference to a date or section citation on the form shall not alone be grounds for denial of a grievance provided the grievance was timely filed on the appropriate form. A copy of the form currently in use is attached as Exhibit A.

SECTION 9.5. SETTLEMENTS AND TIME LIMITS

Any grievance not appealed to the next succeeding step in writing and within the appropriate number of business days of the Employer's last answer will be considered settled on

the basis of the Employer's last answer and shall not be eligible for further appeal, except that the parties may, in any individual case (except discharge cases), extend this limit by mutual agreement.

ARTICLE X **HOLIDAYS**

SECTION 10.1. GENERAL INFORMATION

The Commission provides eight (8) hours of paid time off to all eligible employees on the following holidays (to be determined by the actual date of the holiday in all cases for eligible bargaining unit employees):

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Eve Day
- Christmas Day

SECTION 10.2. SPECIFIC APPLICATIONS

(A) If the Employer declares any additional holiday(s) as a Commission paid holiday for employees not covered by a collective bargaining agreement, such date(s) shall be considered holiday(s) for all eligible bargaining unit employees.

(B) All eligible bargaining unit employees shall receive eight (8) hours' pay for each holiday, in addition to the rate of pay provided in subsection (C) below if applicable; provided, however, that part-time and short-term employees, employees on excused absence without pay for the entire payroll week that includes the holiday, and employees on a paid or unpaid leave of absence that includes the holiday are not eligible for holiday pay.

(C) Employees who work on any of these holidays shall be paid one and one-half (1-1/2) times such employee's regular rate for all hours actually worked, up to eight (8) hours, and shall be paid two and one-half (2 ½) times such employee's regular rate for all hours actually worked in excess of eight (8) hours. Employees who are not regularly scheduled to work on a holiday and who actually work on a holiday shall be guaranteed a minimum of four (4) hours at one and one-half (1.5) times such employee's regular rate, in addition to holiday pay pursuant to subsection (B) above, if applicable.

(D) The employee whose shift falls partly within and partly without the holiday (12:01 A.M. to 12:00 midnight) shall receive pay of 1.5 or 2.5 times their regular rate (as determined by subsection (C) above), if at least one-half of the hours of such employee's shift actually worked fall within the actual holiday listed above.

(E) There shall be no pyramiding of holiday overtime payments.

SECTION 10.3. HOLIDAY PAY

In no event, however, shall an eligible employee receive more than eight (8) hours' holiday pay for each holiday listed above.

SECTION 10.4. PERSONAL LEAVE

All eligible employees with 0-25 years of service shall be entitled to sixteen (16) hours off with pay for personal leave, to be used in each calendar year. After completing 25 years of service, employees shall be entitled to sixteen (16) additional hours of personal leave annually, for a total of thirty-two (32) hours annually. Employees shall notify the Employer of his/her intent to use his/her personal leave at least seventy two (72) hours in advance of the personal leave day, when the employee has advance notice of the need to take the personal leave. Personal leave can be used in half-day increments only (except with the prior approval of the General Manager or

designee). Unused personal leave cannot be carried over from one calendar year to the next.

ARTICLE XI
VACATIONS

SECTION 11.1. VACATION ACCRUAL

Eligible bargaining unit employees shall be entitled to paid vacation days in accordance with the following schedule:

Effective 5/1/2026:

80 hours/year	0-3 years of service
120 hours/year	4th through 9th years of service
160 hours/year	10th through 17th years of service
200 hours/year	18th and all subsequent years of service

Except as provided below in this Section, shifts of paid vacation leave shall accrue, *pro rata*, at the rates set forth above, but shall be credited for use only at the end of each regular pay period, *pro rata*, at a rate based on twenty-six (26) regular pay periods per year (*e.g.*, vacation begins accruing the first month of employment at the accrual rate for eighty (80) hours per year, and then begins accruing after forty-eight (48) months of employment at the accrual rate of one hundred twenty (120) hours per year, etc.). Vacation leave may be used only after it is credited for use.

SECTION 11.2. VACATION USAGE

Employees are encouraged to use available paid vacation leave for rest, relaxation, and personal pursuits within one (1) year after it is accrued. In the event that accrued vacation leave is not used within such period, an employee may carry unused vacation leave forward for a maximum of one (1) additional year. If an employee's total amount of unused vacation leave reaches an amount equal to two (2) times the employee's total annual vacation leave benefit, no further accrual of vacation leave will be allowed until the employee uses paid vacation leave and brings the accumulated total below the aforesaid limit. Accrual of paid vacation leave will be

suspended during any period of unpaid leave, except for military leave. Employees generally may not work and be paid in lieu of taking a vacation.

Earned vacation may be taken in increments of one-half day or more. Employees must provide as much advance notice as possible, but in no event less than seventy two (72) hours, to their supervisor of their desire to schedule vacation time in accordance with the requirements of the Commission. In the event that two (2) or more employees request the same vacation dates and the Commission cannot grant all of the requests, preference generally will be given on the basis of the employees' length of service if requested prior to the year in which the vacation will be taken; otherwise preference generally will be given in the order in which the requests are received. However, the Commission reserves the right to approve or change scheduled vacations depending on Commission needs.

SECTION 11.3. VACATION PAY AT TERMINATION

Upon termination of employment, employees will be paid for unused vacation leave that has been accrued in accordance with this Agreement through the date of termination.

ARTICLE XII **SICK LEAVE**

SECTION 12.1. SICK LEAVE ACCRUAL

The Commission provides paid sick leave to all full-time employees. Paid sick leave may be used for an employee's own sickness, injury, childbirth, disability, or hospitalization, or for the sickness, injury, disability or hospitalization of a person in the employee's immediate family. Immediate family for sick leave purposes means the employee's spouse, children (adopted and step), and parents. Paid sick leave also may be used for appointments with doctors, dentists or other healthcare providers. However, employees are expected to make all reasonable efforts to schedule such appointments outside of their normal working hours. Paid sick leave

may be used by non-exempt employees in one half (1/2) hour increments.

Paid sick leave is credited to eligible employees at the rate of one (1) eight (8)-hour shift for each full month of service and will accumulate to a maximum of one hundred twenty (120) eight (8)-hour shifts. Paid sick leave cannot be taken in advance of earning the time.

SECTION 12.2. SICK LEAVE USAGE

Paid sick leave is a benefit provided by the Commission, for the purposes set forth in Section 12.1 of this Agreement. Paid sick leave may be withheld pending the submission of proof of illness in the form of a physician statement verifying an illness, injury or disability for the dates of paid sick leave requested. The Commission may request at any time proof of illness, especially where a pattern of abuse is present or in cases of excessive or chronic absenteeism.

Before taking paid sick leave, employees must provide their supervisor with notice as far in advance as possible under the circumstances.

Paid sick leave must be used only for legitimate reasons consistent with this Article. Any abuse of this policy may result in non-payment of sick leave benefits and shall be grounds for disciplinary action. Abuse of this policy includes, but is not limited to: (1) the employee's failure to notify his/her supervisor of his/her intention to take paid sick leave when such notice was practicable; (2) the employee's failure to provide documentation for absence, as required; and (3) a continuing pattern of absences prior to or following regularly scheduled holidays, vacation or scheduled days off work.

ARTICLE XIII **LEAVES OF ABSENCE**

SECTION 13.1. DISABILITY LEAVE

In the event of a temporary disability, an eligible employee may apply for disability payment through the Illinois Municipal Retirement Fund ("IMRF").

SECTION 13.2. DISCRETIONARY LEAVE OF ABSENCE

An eligible employee can petition the General Manager (or designee) for a special leave of absence. Such leave of absence is without pay, seniority accrual or fringe benefits. A leave may be granted for good cause only if approved in advance by the General Manager (or designee).

The Commission will continue to provide Commission paid medical insurance for eligible employees on unpaid personal leave on the same basis as if an active employee and, at the employee's sole expense, for his or her dependents, for a period of thirty (30) calendar days or for such period as is permitted by the Commission's medical insurance plan in effect from time to time, whichever is shorter.

SECTION 13.3. BEREAVEMENT LEAVE

In the event of a death in an eligible employee's "immediate family," such employee shall be entitled to a leave of absence up to a maximum of three (3) consecutive days including the day of the funeral. Where death occurs and the funeral is to be held out of Illinois and beyond the States contiguous thereto, the employee shall be entitled to a maximum of five (5) consecutive days including the day of the funeral. During such leave, an employee shall receive his/her regular straight time pay for such time as she/he is required to be away from work during his/her regularly scheduled hours of work (but not to exceed eight (8) hours per day).

The employee's "immediate family" shall be defined as: mother, father, husband, wife, brother or sister (including step or half), son or daughter (including step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparent, grandchild, grandparent-in-law, court-appointed legal guardian, and a person for whom the employee is a court-appointed legal guardian. The Employer may, at its option, require the

employee to submit satisfactory proof of death and/or proof of the relationship of the deceased to the employee.

SECTION 13.4. JURY DUTY/WITNESS LEAVE

An eligible employee whose service on a jury occurs during hours that the employee would have been regularly scheduled to work shall receive the difference between the amount the employee received for jury duty service and the amount employee would have earned in his/her regular base pay for the time spent in jury duty. The employee is required to immediately notify his/her supervisor of the need for jury duty time off.

The Commission also provides employees with paid time off to comply with a subpoena issued on behalf of the Commission (or by any party in a matter directly involving the Commission or the employee's employment with the Commission), provided the employee is not a party or third party beneficiary in the case.

SECTION 13.5. MILITARY LEAVE

The Employer shall comply with all federal and state laws regarding military leave.

SECTION 13.6. VICTIM'S ECONOMIC SECURITY AND SAFETY LEAVE

Eligible employees who are victims of domestic or sexual violence, or have a family or household member who is a victim of domestic or sexual violence, are permitted to take up to twelve (12) weeks of unpaid leave during any rolling twelve (12) month period as required by law. The eligibility requirements and time off benefits available under this Section will be construed in accordance with the law.

SECTION 13.7. BLOOD DONATION LEAVE

Eligible employees who have been employed by the Commission for at least six (6) months shall receive up to one (1) hour of paid leave every fifty-six (56) calendar days to donate

blood as required by law. However, employees may take leave only after obtaining approval from their supervisor. The eligibility requirements and time off benefits available under this Section will be construed in accordance with the law.

SECTION 13.8. WAIVER OF PAID LEAVE FOR ALL WORKERS ACT

In consideration of the Employer agreeing to provide paid sick leave, vacation leave, personal leave, and bereavement leave, bargaining unit employees hereby waive the paid leave provided by the Paid Leave for All Workers Act (820 ILCS 192/1 *et seq.*) and all provisions of said Act.

ARTICLE XIV **HEALTH INSURANCE**

The Employer shall provide health insurance through the Commission's group health insurance plan for eligible full-time employees and their eligible family members on the same basis and subject to the same terms, co-payment(s) of premiums, eligibility requirements and plan design or coverage changes as the other employees of the Commission who are not covered by a collective bargaining agreement (including any revisions thereto adopted by the Commission during the term of this Agreement). The cost of the program shall be shared by the Employer and employees in the same amount as the Commission's employees who are not covered by a collective bargaining agreement. The Commission may alter the plan coverage and premium payments for cost containment purposes after providing advance notice to the Union.

ARTICLE XV **EMPLOYEE TRAINING AND EDUCATION**

With the approval of the General Manager (or designee), eligible bargaining unit employees who voluntarily participate in an education program that is directly related to the type of responsibilities that the employee is regularly assigned to perform for the Commission, shall

be eligible for tuition reimbursement in accordance with the then applicable policy in effect at the Commission in the published Personnel Manual. This benefit is only available, however, in the event that the General Manager (or designee) approves the benefit and the benefit is funded by the Commission in the applicable budget year when the reimbursement is sought and the course is taken.

ARTICLE XVI
SAFETY

SECTION 16.1. COMPLIANCE WITH LAWS

In order to maintain safe working conditions, the Employer and all covered employees shall comply with all laws applicable to the Commission's operations concerning the safety of employees and visitors of the Commission.

SECTION 16.2. UNSAFE CONDITIONS

Employees who reasonably and justifiably believe that their safety and health are in imminent danger of serious bodily harm due to an alleged unsafe working condition, equipment or vehicle, shall immediately inform their supervisor who shall have the responsibility to determine what action, if any, should be taken, including whether or not the job assignment should be discontinued if appropriate.

ARTICLE XVII
LABOR-MANAGEMENT MEETINGS

SECTION 17.1. LABOR-MANAGEMENT CONFERENCES

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, meetings shall be held between Union and Employer representatives when appropriate. Such meetings shall be scheduled within one (1) week of either party submitting an agenda to the other or at a time mutually agreed upon by the parties, and shall

be limited to:

- (A) Discussion of the implementation and general administration of this Agreement;
- (B) A sharing of general information of interest to the parties;
- (C) The identification of possible health and safety concerns.

A Union representative may attend these meetings. The Employer may assign appropriate management personnel to attend.

SECTION 17.2. PURPOSE

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Such meeting shall be chaired by the Employer representative and there shall be no loss of wages for attendance by affected bargaining unit employees. Grievances and arbitrations shall not be discussed at such meetings.

ARTICLE XVIII SUBCONTRACTING

It is the general policy of the Commission to continue to utilize its employees to perform available work which they are qualified to perform. However, the Employer reserves the right to contract out any work it deems necessary in the exercise of its business judgment. The Employer agrees to provide the Union advance notice in the event it elects to contract out bargaining unit work which is regularly performed by the covered employees.

ARTICLE XIX UNIFORMS AND EQUIPMENT

The Employer shall provide all employees with Commission required items of protective clothing, uniforms, shoes/boots and other safety gear, at no expense to the employee.

ARTICLE XX
PERSONNEL RECORDS

SECTION 20.1. RIGHT OF INSPECTION AND COPIES

An employee will be granted the right to inspect his/her personnel records and make copies thereof in accordance with the Illinois Personnel Record Review Act; provided, however, that nothing in this ARTICLE XX can be the basis of a grievance under this Agreement.

SECTION 20.2. DISCIPLINE ACTION IN PERSONNEL FILE

No disciplinary action will be used against an employee in the progressive discipline procedure if it is more than two (2) years old; the only exceptions are suspensions of any length, and a disciplinary action for harassment and/or violence, which may be used for future discipline determinations for an indefinite period of time.

ARTICLE XXI
NO STRIKE / NO LOCKOUT

SECTION 21.1. NO STRIKE/SLOWDOWN

During the term of this Agreement, neither the Union nor any officers, agents, designees or employees of the Employer shall instigate, promote, sponsor, engage or participate in, or condone any strike of any kind, including but not limited to sympathy strikes, work slowdowns, sick outs, concerted stoppages of work, concerted refusals to work overtime, picketing, or any other intentional interruption or disruption of the operation of the Commission, regardless of the reason for doing so.

Any or all of the employees who violate any of the provisions of this Article may be subject to discipline or discharge by the Commission. Each employee who holds the position of officer or representative of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the

event of a violation of this Section of this Article, the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

SECTION 21.2. NO LOCKOUT

The Commission will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

SECTION 21.3. PENALTY

The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of SECTION 21.1 above is whether or not the employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

SECTION 21.4. JUDICIAL RESTRAINT

Nothing contained herein shall preclude the Commission or the Union from obtaining judicial restraint and damages in the event the other party violates this Article.

ARTICLE XXII **NON-DISCRIMINATION**

Both the Employer and the Union agree not to discriminate against any employee on the basis of race, sex, creed, religion, color, sexual orientation, marital or parental status, age, national origin, political affiliation and/or beliefs, or other non-merit factors. Rights of employees pursuant to this Article are not exclusive and shall be inclusive of any and all other remedies available to them by law.

The Employer and the Union agree that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by this Agreement, or on account of membership or non-membership in, or lawful activities on behalf of, the Union.

ARTICLE XXIII
WAGES

SECTION 23.1. STEP UP PAY

When an employee is designated by the General Manager (or designee) in writing to work in a higher classification for more than ten (10) working days, the employee shall be compensated with an additional five percent (5%) of their current rate while in that position.

SECTION 23.2. MERIT BASED ADJUSTMENTS

(A) The following merit based wage adjustments will be provided to eligible employees who were or are actively employed on the date of ratification in 2026 and on the following dates in 2026, 2027 and 2028, provided the employee satisfied the merit based standards throughout the period at issue:

Effective 5/1/26: The same percentage wage increases to be approved by the Commission for employees who are not covered by a collective bargaining agreement. ("Me Too" provision – determined to be 3.5%)

Effective 5/1/27: The same percentage wage increases to be approved by the Commission for employees who are not covered by a collective bargaining agreement, with a minimum increase of 2.0%. ("Me Too" provision)

Effective 5/1/28: The same percentage wage increases to be approved by the Commission for employees who are not covered by a collective bargaining agreement, with a minimum increase of 2.0%. ("Me Too" provision)

(B) The only portion of the Commission's pay and classification policy which is subject to the grievance and arbitration procedure is the reasonableness of the General Manager's (or designee's) determination, after the ratification date of this Agreement, about an employee's merit under this SECTION 23.2.

SECTION 23.3. MERIT BASED LONGEVITY PAY

(A) Commencing May 1, 2026, subject to the remaining provisions of this SECTION 23.3, eligible employees will receive a merit based longevity pay increase in the amount(s) indicated below upon reaching the stated period of "Completed Years of Competent Service," provided the employee has been at or above a "Competent" level of performance, as determined by the General Manager (or designee), for the stated number of years:

<u>Completed Years of Competent Service</u>	<u>Longevity Pay Adjustment (if earned)</u>
3	\$1.50 increase to base wage rate
5	\$1.50 increase to base wage rate
7	\$1.50 increase to base wage rate
10	\$1.50 increase to base wage rate
15	\$1.50 increase to base wage rate
20	\$1.50 increase to base wage rate
25	\$1.50 increase to base wage rate
30	\$1.50 increase to base wage rate
35	\$1.50 increase to base wage rate

(B) In determining whether an employee has met or exceeded a "Competent" level of performance, the Commission will look to the "Overall" rating on annual written performance evaluations, with a rating of "3" or better being deemed "Competent." Any change to the evaluation system shall be discussed with the Union prior to the effective date of implementation if it impacts this SECTION 23.3. The General Manager shall have the authority, in his sole discretion, to adjust an employee's "Completed Years of Competent Service."

(C) The only portion of the Commission's longevity pay system which is subject to the grievance and arbitration procedure is the reasonableness of the General Manager's (or designee's) determination, after the ratification date of this Agreement, about whether an employee has reached a level of "Competent" performance under this SECTION 23.3.

(D) Both parties recognize that the longevity pay system will be renegotiated each time the contract is re-negotiated and there is no guarantee that this longevity pay system will

remain in effect in successor or subsequent contract years.

SECTION 23.4. TECHNICIAN TRAINEES AND OPERATOR TRAINEES

The Employer may employ Trainee Technicians (“Technician Trainees”) and/or Trainee Operators (“Operator Trainees”) (jointly, “Trainees”) at the following rates of pay:

- First Year of Service - an hourly rate to be determined by the Employer, based upon the ascertained market hourly rate of pay;
- Second Year of Service - an increase of \$2 per hour above the previous hourly rate;
- Third Year of Service - an increase of \$2 per hour above the previous hourly rate.

Upon completion of three (3) full years of service, a Trainee shall be either retained as a Technician or an Operator, as applicable, at a rate of pay equal to the Employer’s ascertained market hourly rate of pay (considering the Trainee’s education, experience, training and demonstrated level of skills), or shall be laid off pursuant to Section 7.2 of this Agreement, as determined solely by the Employer. Employees who are employed as Trainees shall be probationary employees the entire time that they are employed as Trainees.

SECTION 23.5. ON-CALL PAY

Employees who are assigned by the Employer to be on-call not on a regular basis shall be compensated one (1) hour at their regular hourly rate of pay for each day that they are assigned and perform on-call duties. Employees who are regularly on-call (*e.g.*, Utility Locator) shall be compensated thirty (30) minutes per weekday (Monday-Friday) and one (1) hour per weekend day (Saturday or Sunday) for each day that they are assigned and perform on-call duties.

SECTION 23.6. COMPENSATION FOR CERTIFICATION AND ACCREDITATION

Employees shall receive the same payments as employees who are not covered by a collective bargaining agreement (“Me Too” provision) and as stated in the Personnel Manual, for obtaining an Illinois Certified Water Operator’s license, an NACE certification or a

Professional Engineer's license. With regard to attending training classes, if training is required, as determined by the Employer, the employee shall be permitted to attend such training during regular work hours and be compensated for such time. Attendance at required training outside of regular work hours shall also be compensated as work hours. In all other cases, employees will not be compensated for attending training outside of their regular work schedule.

ARTICLE XXIV
DRUG AND ALCOHOL POLICY

The Drug and Alcohol Policy, in effect for all bargaining unit employees, will be the same as is then in effect for employees of the Commission who are not covered by a collective bargaining agreement (including revisions thereto). A copy of the Policy currently in effect is attached as Exhibit B.

ARTICLE XXV
FILLING OF VACANCIES

SECTION 25.1. POSTING

The Employer will continue its practice of attempting to fill vacant positions with qualified current employees. Whenever the Employer determines there is a vacancy in an existing job classification that the Employer determines in its discretion needs to be filled or that a new position within the bargaining unit job has been created that the Employer determines in its discretion needs to be filled, a notice of such vacancy shall be posted on the Commission's bulletin boards for five (5) working days. During this period, employees who wish to apply for such vacancy, including employees on layoff, may do so.

SECTION 25.2. FILLING OF VACANCIES

When a vacancy occurs in the bargaining unit that the Employer determines in its discretion needs to be filled, the Employer will fill that vacancy by employing the internal employee on layoff

for eighteen (18) months or less who is presently qualified to perform the available work to management's satisfaction. If no internal employee on layoff for eighteen (18) months or less is qualified, the Employer shall then hire an internal candidate, an external candidate or any other person not covered by this collective bargaining agreement to fill the vacancy based upon the Employer's assessment of each candidate's qualifications skills, performance, and other legitimate, non-discriminatory criteria. Any employee who expresses an interest in an open position will be given due consideration.

ARTICLE XXVI
SAVINGS CLAUSE

If any provision of this Agreement or the application of any such provision should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the subject matter of such invalid provision shall be open to immediate re-negotiation.

ARTICLE XXVII
ENTIRE AGREEMENT

This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term unless otherwise expressly provided herein.

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and

opportunity are set forth in this Agreement. Therefore, the Commission and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, including the impact of the Commission's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment, even though specific aspects of such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement. The Union specifically waives any right it might have to impact bargaining for the life of this Agreement.

ARTICLE XXVIII
TERMINATION

This Agreement shall be effective on May 1, 2026, and shall remain in full force and effect until April 30, 2029, and shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at least ninety (90) days prior to the anniversary date that is desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date.

[SIGNATURE PAGE FOLLOWS IMMEDIATELY]

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day
of _____, 2026, at the DuPage Water Commission.

INTERNATIONAL UNION OF OPERATING
ENGINEERS LOCAL 399 (AFL-CIO)

DuPAGE WATER COMMISSION

Patrick J. Kelly
President/Business Manager

Paul D. May, General Manager

Vincent T. Winters
Recording-Corresponding Secretary

EXHIBIT A
GRIEVANCE FORM

IUOE LOCAL 399
GRIEVANCE

Name of Aggrieved Employee(s): _____

Place of Employment: _____

Contract Provision Allegedly Violated: _____

Date of Violation: _____ Date of Grievance: _____

Grievance presented to: _____ Date _____

FACTS OF THE GRIEVANCE:

RELIEF REQUESTED:

Signature of Aggrieved Employee or Union Representative:

For union rep use only:

Employer representative _____

Employer contact info _____

Status _____

Notes _____

Resolution, withdrawal, other _____

Signature of aggrieved employee _____

Date _____

EXHIBIT B

DRUG AND ALCOHOL POLICY

DRUG/ALCOHOL-FREE WORKPLACE

A. General Policy And Rules

Drug and alcohol use and abuse not only threaten the health of the user, but also create a danger to the life and safety of fellow employees on the job. They also have an adverse effect on the quality of the products and services that we provide and are extremely costly in terms of absenteeism, reduced productivity, and related problems in the workplace. For these and other reasons, the Commission is committed to creating and maintaining a workplace free of drugs and alcohol.

Consistent with the foregoing, the Commission has adopted the following rules regarding drugs and alcohol. All employees are required to abide by these rules as a condition of their employment with the Commission:

1. The manufacture, distribution, dispensation, sale, possession, or use of alcohol, illegal drugs, or controlled substances while on duty or on Commission property is absolutely prohibited and will subject employees to immediate discharge. Employees who are impaired by or under the influence of alcohol, illegal drugs, or controlled substances, or who have any of the same present in their bodily systems, while on the Commission's property, while on duty, or while operating a vehicle or machine leased or owned by the Commission, also will be subject to discharge.
2. Off-the-job, illegal manufacture, distribution, dispensation, sale, possession, or use of illegal drugs or controlled substances may adversely affect an employee's job performance, the safety of other employees and the public, and the public's trust in the Commission and its ability to provide quality services. Accordingly, such conduct also will subject employees to disciplinary action, up to and including immediate discharge.
3. Employees taking a prescribed drug or controlled substance must maintain the same in the original container identifying the drug or substance, dosage, date of prescription, name of the person for whom it was prescribed, and authorizing physician. Employees also must review with their supervisor or the General Manager any work restrictions that should be observed while taking the prescribed drug or substance.
4. Employees are encouraged to report known violations of these rules directly to their supervisor or the General Manager. The Commission will use its best efforts to protect the anonymity of all employees involved and will treat the information as confidential.

5. Employees who recognize that they have a drug and/or alcohol problem are encouraged to voluntarily seek medical or other professional assistance to correct the problem. No employee will be disciplined or discharged for seeking such professional assistance. However, while seeking such assistance, the employee must continue to observe and comply with all Commission policies and rules, including those relating to the use and possession of drugs and alcohol. The employee therefore will not be insulated from disciplinary action, up to and including discharge, for violation of the Commission's policies and rules merely because he or she is seeking professional assistance or participating in a drug and/or alcohol rehabilitation program.
6. Employees must notify the General Manager of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.

B. Definitions

The following definitions apply for purposes of the Commission's drug/alcohol policy and rules:

1. The terms "drugs," "illegal drugs," and "controlled substances" include controlled substances as defined in the federal Controlled Substances Act (21 U.S.C. § 812 *et seq.*) and the Illinois Controlled Substances Act (720 ILCS 570/100 *et seq.*), and cannabis as defined in the Illinois Cannabis Control Act (720 ILCS 550/1 *et seq.*). The terms specifically include, but are not limited to, marijuana, cocaine, PCP, heroin, LSD, amphetamines, and barbiturates.
2. The term "Commission property" includes, but is not limited to, all Commission offices, work areas, lunch or break rooms, rest rooms, parking lots, buildings and grounds, vehicles, desks, and lockers, wherever located, which are owned, leased, or operated by the Commission, or which are used by employees in connection with the performance of their duties on behalf of the Commission.
3. The term "conviction" means a finding of guilt, including a plea of *nolo contendere*, or imposition of a sentence or both, by any judicial body charged with determining violations of federal or state criminal drug statutes.
4. The term "criminal drug statute" means a criminal statute involving the manufacture, distribution, sale, possession, or use of any controlled substance.

C. Drug and Alcohol Testing

In keeping with the Commission's commitment to safety, employees may be required to provide blood, urine, or other body substance samples for testing to determine the use of alcohol or drugs. Employees may be required to submit to alcohol or drug testing in any of the following situations:

1. Post-accident. Any employee who is involved in any accident while on duty, whether on or off the Commission's premises, may be asked to provide a body substance sample.
2. Reasonable Suspicion. Any employee demonstrating significant and observable changes in performance, appearance, behavior, speech, or other characteristics providing reasonable suspicion of the influence of alcohol or drugs may be asked to provide a body substance sample.
3. Random Testing. Any employee holding a safety-sensitive position may, at any time and on a random basis, be asked to provide a body substance sample. Any employee who has tested positive on any alcohol or drug test, and who is allowed to return to work following such test, may, at any time during the 12-month period following such return, be asked to provide a body substance sample.

The Commission may, in its sole discretion and in addition to any disciplinary action, require an employee who has tested positive on any alcohol or drug test to participate in an approved alcohol or drug counseling or rehabilitation program as a condition to being allowed to return to work.



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: 4/9/2026

Subject: Status of Operations, Engineering and Construction

Operations Overview

The Commission's discharge pumping for March 2026 totaled 2.027 billion gallons. This represents an average daily pumpage of 65.4 million gallons per day (MGD), which is equal to the March 2025 average day pumpage of 65.4 MGD. The maximum day discharge was 73.1 MGD, which is higher than the March 2025 maximum day discharge of 69.8 MGD. The minimum discharge was 58.7 MGD.

The recorded total precipitation for March 2026 was 4.4 inches compared to 2.9 inches for March 2025.

DuPage Operations & Instrumentation Maintenance and Construction Overview

The DWC Consumer Confidence Report (CCR), as required by the IEPA, has been submitted to DWC Customers and is posted on the Commission's website, www.dpwc.org.

HLP No. 8 is at Superior Industrial Equipment for refurbishing due to wear. Completion of the work is tentative for early June.

The third of nine cone valves programmed for service is underway at A/C Service and Repair in York, PA. Completion of the work is tentative for early May.

A malfunctioning electrically operated valve actuator, a critical asset located in a vault at the DuPage Pump Station, was removed and replaced with a new actuator assembly.

Staff continue to work with CDM Smith and Strand Associates to provide design documents to alleviate the electrical issues with the medium voltage switchgear. The control panel design is complete and is being fabricated.

Lexington Operations and Maintenance Overview

The Lexington Pump Station replacement of the pump and motor vibration analysis instrumentation was approved under R-18-26. The monitoring equipment is on order and the work by the Quick Response Electrical Contractor is underway. Completion of the work is tentative for 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.

Chairman Zay has a meeting scheduled with leadership from NSMJAWA to discuss governance concepts, and will report back to the Board with status and considerations.

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.

At the time of writing this report, preparations are underway for cleaning the exterior surface of Standpipe No.1 in Roselle.

Pipeline staff are working with John Neri Construction Co. Inc., performing corrective work at various utility structures throughout the transmission and distribution system.

Pipeline staff continue closely monitoring I-294 (SB) Tollway construction work in the vicinity of the Commission's 72-inch and 90-inch water mains and IDOT construction work along IL-55, Butterfield Road adjacent to the Commission's 54-inch Southwest Transmission Main.

Resolution R-29-26 appears on the agenda to approve and ratify Work Authorization Order No. 13.008 to Quick Response Contractor, John Neri Construction Co., Inc. The work was necessary to replace a malfunctioning 72-inch diameter butterfly valve actuator located at the DuPage Pumping Station.

Resolution R-30-26 appears on the agenda to authorize the General Manager to purchase steel pipe and butt straps from American Spiral Weld Pipe at a cost not to exceed \$33,000. The purpose of the purchase is to replenish an inventory of pipes and butt straps.

SCADA & Information Technology Overview

The SCADA Replacement Project (Contract PSD-9/21) is ongoing. Resolution R-31-26 appears on the agenda as Change Order No. 07 for necessary design changes, modifications to the Work, project credits, and the extension of the project completion date at a net cost increase of \$99,938.74, revising the total Contract Price to \$15,822,144.02, resulting in a net increase in the Contract Value by 0.6%. With the required communication design changes being made, remote site migration work has resumed and will be underway until the new project completion date of November 5, 2027. Toward the end of this month the fiber upgrade work will kick off, replacing the existing fiber infrastructure throughout the DWC campus.

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

Staff continues to work with V3 with regards to traffic control engineering at specific Commission remote sites. Draft exhibits for the first 26 locations have been completed and are currently under review. Once completed, V3 will continue their work with the next batch of locations, as determined by Staff.

Additional cathodic protection (CP) work also continues to move forward, with a recent issuance of an RFP for the Commission's Annual Test Point Survey and a second solicitation document being compiled to complete soil borings as a means to verify the constructability of a recently completed CP design on two of the Commission's existing pipelines.

WaterLink Communities (Montgomery/Oswego/Yorkville)

The Phase II engineering effort remains ongoing and is approximately 99% 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 entities impacted by the recently completed "3C" section is currently underway.

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

Construction on the Book Road section remains underway, with over 1,000 feet of the 54" main installed thus far, along with blow off and air release valve appurtenances. The connection into the Commission's existing distribution network is scheduled to begin later this month, with excavation and pipe delivery anticipated next week. The work should be completed by late May. Construction on subsequent contracts have begun with tree clearing and pipe delivery/installation is anticipated to begin in late May on Section 2 (54") and one of the 36" diameter sections.

A Call for Bids on the final portion of the 54" transmission main (Section 3C) is currently advertised with a pre-bid meeting held on Monday this week. The smaller feeder mains (Sections 3 & 4) and the Meter Station bid package are tentatively scheduled for advertisement later this month through early May.

Board Action Items

- Resolution R-29-26:** A Resolution to Approve & Ratify Certain Work Authorization Orders Under Quick Response Contract QR-13/25 (**WAO No. 008 – John Neri Construction Co., Inc. – Estimated Expense of \$30,690**)
- Resolution R-30-26:** A Resolution Authorizing the General Manager to Purchase Steel Pipe and Butt Straps from American Spiral Weld Pipe Company (**Estimated Expense - \$33,000**)
- Resolution R-31-26:** A Resolution Approving and Ratifying Certain Change Orders to a Contract for the SCADA Replacement Project-Contract PSD-9/21 (**Change Order No. 07 – Net Increase of Contract Price by \$99,938.74**)

Attachments

1. DuPage Laboratory Bench Sheets for March 2026
2. Water Sales Analysis 01-May-2020 to 31-March-2026
3. WaterLink Status Report
4. Alternate Water Source Report

DU PAGE WATER COMMISSION
WATER SALES ANALYSIS

01-May-92 TO 31-Mar-26

PER DAY AVERAGE 77,678,462

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
Mar-26	2,003,482,000	2,053,767,910	97.55%	\$11,620,195.60	\$10,024,441.17	366,128	0.02%	97.57%	\$5.80	\$4.881
TOTALS (1)	962,280,790,798	989,803,950,925	97.22%	\$2,581,634,124.80	\$2,273,071,659.53	902,694,229	0.09%	97.31%	\$2.68	\$2.297

- (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	Mar-25	Mar-26	73,422,000	111,321,362	\$5,891,511	\$5,226,823	0.3%	0.4%	4.2%	4.4%
Month	Mar-25	Mar-26	1,991,703,000	2,037,452,909	11,113,703	9,561,767	\$5.58	\$4.693		
	Mar-26		2,003,482,000	2,053,767,910	11,620,196	10,024,441	\$5.80	\$4.881		
			11,779,000	16,315,001	\$506,493	\$462,675	0.6%	0.8%	4.6%	4.8%
Mar>Feb			96,890,000	100,292,169	561,962	489,526				



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

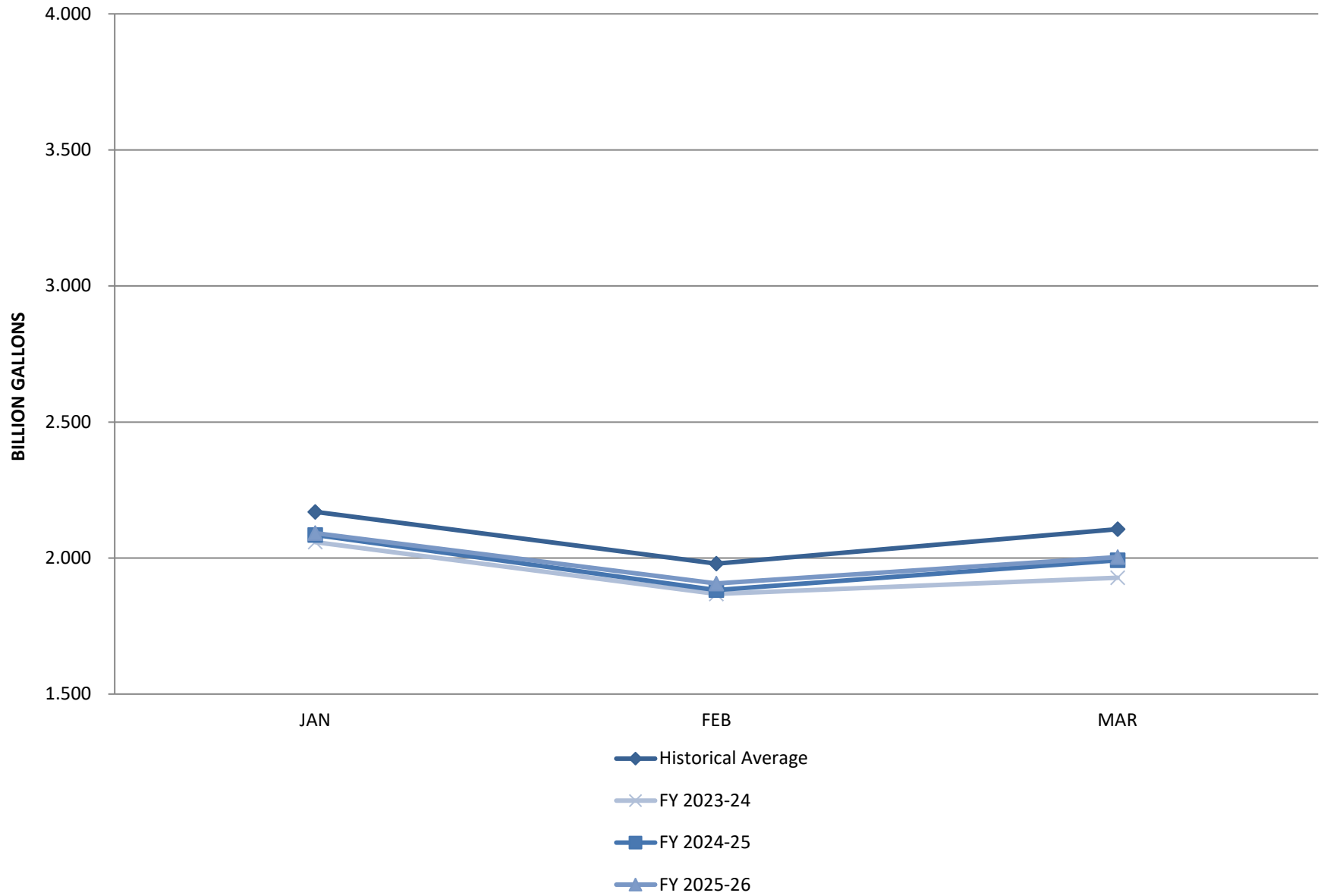
DUPAGE WATER COMMISSION LABORATORY BENCH SHEET RESULTS

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	1.54	0.07	1.52	0.00	1.56	0.07	48	7.5	0.7	1.47	JS
2	1.54	0.05	1.40	0.00	1.36	0.07	47	7.6	0.7	1.41	AM
3	1.52	0.05	2.16	0.00	1.33	0.08	47	7.6	0.6	2.12	AM
4	1.51	0.06	2.19	0.00	1.41	0.06	50	7.5	0.7	2.10	JS
5	1.39	0.06	2.20	0.00	1.38	0.07	50	7.5	0.7	2.13	JS
6	1.45	0.08	2.14	0.00	1.43	0.08	49	7.5	0.7	2.07	JS
7	1.42	0.06	2.11	0.00	1.33	0.09	49	7.4	0.7	2.04	KD
8	1.39	0.06	2.21	0.00	1.37	0.08	50	7.4	0.7	2.10	KD
9	1.32	0.06	2.06	0.00	1.34	0.08	51	7.5	0.7	2.10	JS
10	1.38	0.06	2.19	0.00	1.36	0.07	50	7.6	0.7	2.08	JS
11	1.3	0.07	2.06	0.00	1.29	0.09	48	7.6	0.7	2.11	KD
12	1.44	0.12	2.16	0.00	1.32	0.11	48	7.7	0.7	1.91	KD
13	1.38	0.06	2.20	0.00	1.38	0.10	50	7.6	0.7	2.15	KD
14	1.36	0.06	2.07	0.00	1.28	0.11	52	7.4	0.7	2.17	RC
15	1.35	0.05	2.20	0.00	1.35	0.06	52	7.4	0.7	2.22	RC
16	1.35	0.06	1.96	0.00	1.26	0.07	52	7.6	0.7	2.10	KD
17	1.36	0.09	1.97	0.00	1.36	0.08	51	7.6	0.7	2.12	KD
18	1.37	0.05	2.06	0.00	1.32	0.07	52	7.4	0.7	2.00	RC
19	1.41	0.05	2.18	0.00	1.38	0.05	52	7.4	0.6	2.19	RC
20	1.4	0.05	2.27	0.00	1.38	0.05	51	7.4	0.6	2.29	RC
21	1.24	0.04	2.54	0.00	1.36	0.08	52	7.4	0.6	2.25	KD
22	1.36	0.05	2.19	0.00	1.3	0.08	53	7.4	0.5	2.23	KD
23	1.35	0.05	2.08	0.00	1.27	0.07	54	7.4	0.6	2.15	KD
24	1.33	0.06	2.10	0.00	1.34	0.08	51	7.4	0.7	2.18	RC
25	1.51	0.05	2.17	0.00	1.25	0.09	52	7.4	0.6	2.05	KD
26	1.43	0.05	2.42	0.00	1.33	0.06	49	7.4	0.6	2.44	KD
27	1.42	0.09	2.26	0.00	1.29	0.08	52	7.5	0.7	2.25	KD
28	1.53	0.07	1.62	0.00	1.43	0.08	54	7.4	0.7	1.60	RC
29	1.52	0.05	1.57	0.00	1.48	0.07	54	7.3	0.8	1.51	RC
30	1.27	0.08	1.53	0.00	1.34	0.09	54	7.5	0.7	1.42	KD
31	1.3	0.07	1.54	0.00	1.41	0.10	51	7.5	0.7	1.42	KD
AVG.	1.40	0.06	2.04	0.00	1.35	0.08	51	7.5	0.7	2.01	
MAX.	1.54	0.12	2.54	0.00	1.56	0.11	54	7.7	0.8	2.44	
MIN.	1.24	0.04	1.40	0.00	1.25	0.05	47	7.3	0.5	1.41	

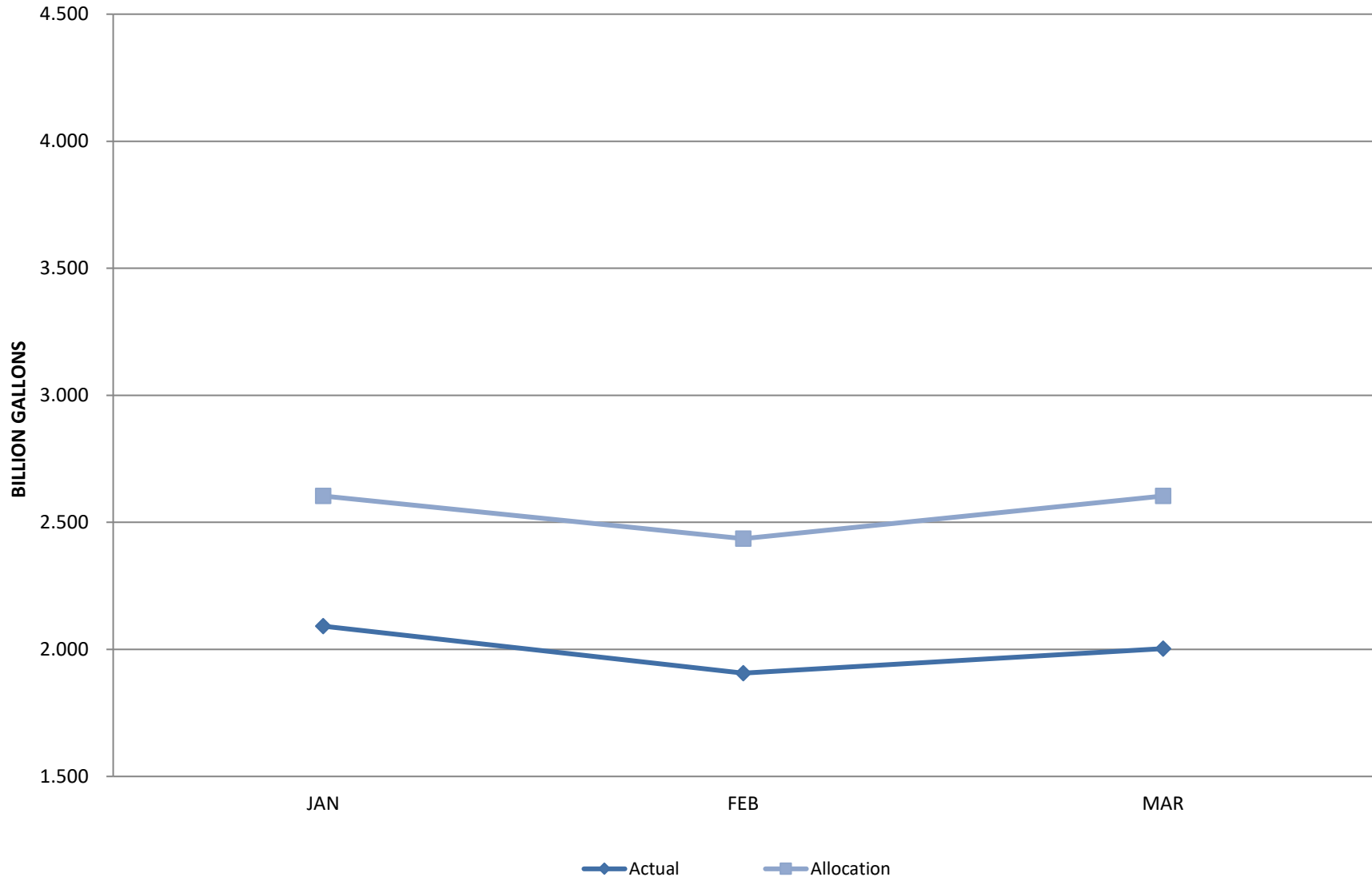
Ross C. Bostick, Manager of Water Operations
 ROINC - Certification No. 194171377

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: April 7, 2026

MEETING DATE: April 16, 2026

I. Progress through April 7, 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) Over 440 potholes completed. Work along ComEd corridors 100% complete.
 - c) Additional SUE and potholing for Fox River re-route in progress.
 - 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 – final report in progress.
 - 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 reports complete for all segments.
- B. Data Collection (as-builts, GIS, design drawings).
 - 1. Complete
- C. Ongoing Coordination with ComEd.
 - 1. License agreement sent to DWC for review.
 - a) Negotiations between DWC and ComEd Real Estate group on license agreement terms complete.





MONTHLY STATUS REPORT

2. Final pipeline alignment has received ComEd approval.
 - a) Final drawing submittal made to close out ComEd technical review.
 - b) Conditional approval received.
- 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 work (i.e. shop drawing submittals) ongoing.
 2. 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 – 9/30)
- G. Contract TW-6 Section 2C, 3A & 3B
 1. Pre-construction work (i.e. shop drawing submittals) ongoing.
 2. Permit applications/reviews
 - a) Private Gas Pipeline Companies (four total) – Approved
 - 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.





MONTHLY STATUS REPORT

- e) Construction Permit received from IEPA.
- f) US Fish and Wildlife (tree clearing restriction 4/1 – 9/30)
- H. Contract TW-6 Section 3C (Fox River Realignment)
 - 1. Project advertised for bids 03/30/26.
 - 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 to be submitted 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.
- I. Contract FW-1 Section 1 & 2
 - 1. Pre-construction work (i.e. shop drawing submittals) ongoing.
 - 2. Permit applications/reviews
 - a) USACE permitting ongoing
- J. Contract FW-1 Section 3
 - 1. Water transmission main plan and profile final design ongoing.
 - a) 100% Submittal drawings in progress.





MONTHLY STATUS REPORT

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.

L. Contract MS 22 Meter Stations

1. Design ongoing.
 - a) Addressing final DWC review comments.
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.





MONTHLY STATUS REPORT

II. Scope Changes – Phase II (to date)

A. Contract Amendment No. 1

1. Fee

- a) \$1,085,000 Phase 2 Contingency Funds.
- b) \$1,022,200 Additional Fee Request approved 3/19/26.

2. Scope

- a) Design of Additional Architectural Treatments for WaterLink Meter Stations
- b) ComEd revisions based on numerous required alignment changes, coordination meetings, new comments.
- c) Fox River Crossing alternate route design – Section 3C
- d) Soil and Erosion Control Design
- e) Wetland Delineations
- f) Environmental
- g) Permitting & Permit Fees
- h) Additional geotechnical and SUE/potholing.

III. Financials

A. Total Phase II Contract: \$21,471,929

- 1. Original Phase II Contract: \$19,956,942
- 2. Phase 1 Rollover Funds: \$492,687
- 3. Contract Amendment No. 1: \$1,022,300

B. Fee Expended through March 31, 2026:

- a) Total: \$20,575,577 (95.8%)





MONTHLY STATUS REPORT

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

- A. Schedule Update Meetings with Burns & McDonnell – Various
- B. MS 22 Review Meeting w/ DWC – March 4, 2026
- C. FW-1/25 Section 1 & 2 Pre-Construction Meeting – March 11, 2026

V. Upcoming Tasks & Meetings

- A. Weekly Check-In Meetings – Various
- B. Schedule Coordination with Burns & McDonnell – Various
- C. ComEd Coordination Meetings – As Needed
- D. Phase II geotechnical laboratory work – TW-6/25 Section 3C (Fox River Realignment)
- E. Permit submittals to various review agencies.
- F. TW-6/25 Section 3C Pre-Bid Meeting – April 13, 2026
- G. MS 22/25 Advertisement
- H. FW-1/25 Section 3 Advertisement
- I. FW-1/25 Section 4 Advertisement



Cash Flow/Invoicing Forecast - Phase II Services
DuPage Water Commission
WaterLink Extension
April 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	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 28, 2026	March 31, 2026	April 2026	May 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	\$ 62,559	\$ 544,597	\$ 528,576	\$ 352,927						
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	\$ 222,161	\$ 227,067	\$ 227,067	\$ 66,031						
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	\$ 284,720	\$ 771,664	\$ 755,643	\$ 418,959						
SUBTOTAL	\$6,314,947				\$5,351,501				\$9,805,482																						
IGA ESCROW DEPOSITS	\$7,764,000				\$5,532,000				\$6,660,942																						
ORIGINAL PHASE II CONTRACT																		\$						19,956,942							
PHASE I ROLLOVER FUNDS																		\$						492,687							
CONTRACT AMENDMENT NO. 1																		\$						1,022,300							
TOTAL PHASE II CONTRACT																		\$						21,471,929							

DuPage Water Commission WaterLink Extension Phase II Design Schedule

ID	Task Name	Duration	Start	Finish	2025												2026											
					Qtr 2, 2025		Qtr 3, 2025			Qtr 4, 2025			Qtr 1, 2026			Qtr 2, 2026			Qtr 3, 2026			Qtr 4, 2026						
					May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan			
1	DWC WATERLINK PHASE II DESIGN	700 days	Mon 6/3/24	Mon 5/4/26																								
29	BIDDING PHASE	379 days	Fri 5/23/25	Fri 6/5/26																								
30	TW-6/25 Section 1 (Book Rd) Advertise-Bid Open	39 days	Fri 5/23/25	Tue 7/1/25	5/23																							
31	TW-6/25 Section 2A & 2B Advertise-Bid Open	35 days	Fri 9/26/25	Fri 10/31/25					9/26																			
32	TW-6/25 Section 2C, 3A, 3B Advertise-Bid Open	42 days	Fri 11/7/25	Fri 12/19/25						11/7																		
33	FW-1/25 Section 1 & 2 Advertise-Bid Open	38 days	Mon 12/29/25	Thu 2/5/26							12/29																	
34	TW-6/25 Section 3C Advertise-Bid Open	38 days	Mon 3/30/26	Wed 5/6/26																								
35	MS 22/25 Advertise-Bid Open	43 days	Fri 4/17/26	Fri 5/29/26																								
36	FW-1/25 Section 4 Advertise-Bid Open	43 days	Fri 4/24/26	Fri 6/5/26																								
37	FW-1/25 Section 3 Advertise-Bid Open	43 days	Fri 4/24/26	Fri 6/5/26																								
38	CONSTRUCTION PHASE	909 days	Thu 8/21/25	Wed 2/16/28																								
39	TW-6/25 Section 1 (Book Rd) Construction	470 days	Thu 9/18/25	Thu 12/31/26							9/18																	
40	TW-6/25 Section 2A & 2B Construction	730 days	Thu 11/20/25	Sat 11/20/27																								
41	TW-6/25 Section 2C, 3A, 3B Construction	730 days	Thu 1/15/26	Sat 1/15/28																								
42	FW-1/25 Section 1 & 2 Construction	600 days	Thu 2/19/26	Tue 10/12/27																								
43	TW-6/25 Section 3C Construction	600 days	Thu 5/21/26	Tue 1/11/28																								
44	MS 22/25 Construction	600 days	Thu 6/18/26	Tue 2/8/28																								
45	FW-1/25 Section 4 Construction	420 days	Thu 6/18/26	Thu 8/12/27																								
46	FW-1/25 Section 3 Construction	480 days	Thu 6/18/26	Mon 10/11/27																								
47	COMMISSIONING	90 days	Mon 4/3/28	Sun 7/2/28																								
48	Commissioning WaterLink System	90 days	Mon 4/3/28	Sun 7/2/28																								



Resolution #: R-29-26

Account: 01-60-663100

Approvals: *Author / Manager / Finance / Admin*

D.P. RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 4/9/2026

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-29-26 would approve the following Work Authorization Orders under the Quick Response Contracts.

Work Authorization Order No. 13.008 to John Neri Construction Co, Inc.

The work authorization was issued, and work began prior to Board approval, as it was necessary to replace a malfunctioning butterfly valve actuator located in the City of Elmhurst. The subject valve is a critical component of the DWC distribution system, located at a key point separating the west and east transmission mains.

Staff solicited cost estimates for this work from all QR-13/25 contractors. The results are summarized below:

Company	Estimated Cost
John Neri Construction Co., Inc.	\$27,900.00
Benchmark Construction Co., Inc.	\$40,082.46
Rossi Contractors, Inc.	\$47,909.00

Resolution R-29-26 ratifies approval of Work Authorization Order No. 13.008 to John Neri Construction Co., Inc. for the work as described in Exhibit 1 to this resolution. The scope of work included removal of the concrete slab, assistance to the crew in replacing mechanical components of the valve, reinstallation of the concrete slab, and restoration of disturbed areas around the vault. The total estimated cost of this work is expected to be \$30,690, which includes the estimated cost of construction as well as a 10% contingency to account only for field changes deemed necessary by Commission staff.

Recommended Motion:

To adopt Resolution No. R-29-26.

RESOLUTION NO. R-29-26

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-29-26.docx

EXHIBIT 1

QR-13/25 Work Authorization Order No 13.008

John Neri Construction Co., Inc, Proposal dated March 31, 2026

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QR-13/25: QUICK RESPONSE CONTRACT

WORK AUTHORIZATION ORDER NO.: QR-13.008

LOCATION:

ROV 10A in the City of Elmhurst

CONTRACTOR:

John Neri Construction Co. Inc.

DESCRIPTION OF WORK:

In accordance with John Neri Construction Co., Inc, proposal dated March 31, 2026, the scope of work included removal of the concrete slab, assistance to the crew in replacing mechanical components of the valve, reinstallation of the concrete slab, and restoration of disturbed areas around the vault.

REASON FOR WORK:

Assistance to the crew in replacing malfunctioning butterfly valve actuator.

MINIMUM RESPONSE TIME:

N/A

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

N/A

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

IS IS NOT PRIORITY WORK

SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:

N/A


SUBMITTALS REQUESTED:

NO

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:


NO

DUPAGE WATER COMMISSION

By: 
Signature of Authorized Representative

DATE: 4/1/2026

CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:

By: 
Signature of Authorized Representative

Safety Rep: Anthony Neri 630 514-1778
Name and 24-Hr Phone No.

DATE: 03/31/2026

JNC

JOHN NERI CONSTRUCTION CO., INC.

Sewer & Water Contractors

770 Factory Road *Addison, IL 60101

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

www.johnnericonstruction.com

March 31, 2026

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

JOB NAME: ROV 10A CONCRETE FLAT TOP REMOVAL & REINSTALLATION. **REV. #1**

Owner: DPWC

No.	Description	Units	Quantity	Unit Price	Amount
1	Mobilize/demobilize	L.S.	1	\$ 3,500.00	\$ 3,500.00
2	Excavate area, remove flat top, frame & lid.	L.S.	1	\$ 7,600.00	\$ 7,600.00
3	Install barrier wall around exposed opening.	L.S.	1	\$ 1,200.00	\$ 1,200.00
4	Reinstall flat top.	L.S.	1	\$ 8,400.00	\$ 8,400.00
5	Remove barrier wall.	L.S.	1	\$ 900.00	\$ 900.00
6	Restore area W/black dirt, seed & blanket.	L.S.	1	\$ 1,800.00	\$ 1,800.00
7	Hoist existing gear box to ground.	L.S.	1	\$ 1,800.00	\$ 1,800.00
8	Lower new gear box into valve vault.	L.S.	1	\$ 1,800.00	\$ 1,800.00
9	Core 6" opening in existing flat top.	L.S.	1	\$ 900.00	\$ 900.00
TOTAL					\$ 27,900.00

Sincerely,

JOHN NERI CONSTRUCTION CO., INC.

Note:

Existing gear box dismantlement and installation of new gear box by others.



Resolution #: R-30-26

Account: 01-60-663100

Approvals: *Author / Manager / Finance / Admin*

D.P. RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 4/9/2026

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

Agenda Section: Engineering & Construction

Originating Department: Pipeline & Remote Facilities

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

The Commission also maintains an inventory of steel butt straps of various sizes which are used to fabricate joints or to fill gaps in dissimilar pipe diameters. The steel butt straps are furnished in two halves that are assembled at the connecting point of two pipe ends at the repair area.

Recent repairs have resulted in the Commission utilizing its inventory materials including one section of 36-inch diameter steel pipe and steel butt straps. Therefore, staff recommend replenishing the pipe and butt strap inventory.

In accordance with purchasing procedures, staff solicited cost estimates for one section of 36-inch steel pipe and 10 sections of steel butt straps from two (3) steel pipe fabricators. The results are listed on the table below:

Company	Cost Proposal
American Spiral Weld Pipe Company	\$29,100
Thompson Pipegroup Pressure	Declined to submit estimate
Northwest Pipe Company	Declined to submit estimate

Due to potential raw material pricing escalations at the time of manufacture, the actual procurement cost is estimated at \$33,000.

Recommended Motion:

To approve Resolution No. R-30-26 and authorize the General Manager to procure steel pipe and butt straps from American Spiral Weld Pipe Company for a cost not to exceed \$33,000.

DUPAGE WATER COMMISSION

RESOLUTION NO. R-30-26

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

WHEREAS, pursuant to Article VIII, Section 4 of the Commission's By-Laws, and as required by State Statute, the Commission solicited proposals to Furnish and Deliver one (1) section of 36-inch diameter steel pipe and 10 steel butt straps; and

WHEREAS, one proposal was received; and

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

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

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

SECTION TWO The DuPage Water Commission hereby authorizes the purchase of Steel Pipe and Butt Straps from American SpiralWeld Pipe Company not to exceed \$33,000.

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

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

ADOPTED THIS _____ DAY OF _____, 2026.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk

Board/Resolutions/2025/R-30-26.docx

EXHIBIT 1

American SpiralWeld Pipe Co. Proposal No. NIL00193



AMERICAN SpiralWeld Pipe Company, LLC

A Subsidiary of American Cast Iron Pipe Company

Northeast Region - Matthew Durham 1501 31st Avenue North, Birmingham, AL 35207 mdurham@american-usa.com
Phone: 256-856-7073 Fax: 205-307-3867

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

March 24, 2026

Project #: NIL00193
Project Name: 36" Steel Pipe and Buttstraps
Location: Elmhurst, IL
Bid Date: 03/27/2026
Revision Number: A

Bidders:

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

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

2. Material prices quoted represent the current market price of steel and any applicable surcharge in effect as of the date of this quotation. If we are not provided release to purchase steel by April 10, 2026, the final invoice price of material quoted will be increased by taking the difference between the American Metal Market (AMM) Hot Rolled Sheet Price (Midwest) in effect at time of bid and the AMM Hot Rolled Sheet Price at time of steel shipment to our plant.

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

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

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

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

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

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

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

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

11. To assist you in determining the required bill of material, we will prepare engineered-to-order layout drawings for your approval. Our current lead-time for layout drawings is approximately 4 weeks. Prior to AMERICAN preparing layout drawings, a detailed review will be necessary of the following schedule requirements: starting location, laying direction, number of installation crews, field geometry verification, information regarding connection to existing lines, valve and/or meter dimensional information, requirements for short lengths, drawing details, and our overall drawing service. Additional engineering time beyond the original scope of the contract due to change orders or customer requests will be billed at \$150.00 per hour.

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

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

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

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

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

ESTIMATOR
Jack Webb

SALESMAN
Matthew Durham

Purchaser: _____

Address: _____

Phone No.: _____

Accepted By: _____

Signature: _____

Name: _____

Title: _____

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

Phone No: _____

Offered By: _____

Name: _____

Title: _____

Project Name: 36" Steel Pipe and Buttstraps
Location: Elmhurst, IL
Project No. : NIL00193
Spec. Reference : Attachment A and email dated 3/23/26

Specifications:

Pipe: (Main Line Size) 36" steel pipe shall be manufactured and tested in accordance with AWWA C200 from materials conforming to ASTM A139 Grade C.

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

Pipe Lengths: Standard Lengths are 50 ft.
The approximate weight of 36" x 0.250" wall pipe is 157 lbs./LF

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

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

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

Items not normally furnished by American SpiralWeld Pipe Company:

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

AMERICAN CAST IRON PIPE COMPANY
TERMS AND CONDITIONS OF SALE

1. All orders are subject to approval and acceptance by an authorized representative of Seller at its general office in Birmingham, Alabama.

Terms of payment as shown on the face hereof are subject to approval of Seller's Credit Manager.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AMERICAN SpiralWeld Pipe Company, LLC

Northeast Region - Matthew Durham
 1501 31st Avenue North, Birmingham, AL 35207
 mdurham@american-usa.com

Phone: 256-856-7073
Fax: 205-307-3867

Project #: NIL00193
Project Name: 36" Steel Pipe and Buttstraps
Location: Elmhurst, IL
Bid Date: 03/27/2026

Revision: A **QUOTATION**

Quote Total: \$ 29,100.00

<u>Quantity</u>	<u>UOM</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Price \$</u>
<u>36" Steel Pipe and Buttstraps per email dated 3/23/26</u>				
1	LS	36" Steel Pipe and Buttstraps per email dated 3/23/26 Pricing Includes:	\$ 24,568.00	\$ 24,568.00
1	EA	36" X 0.25" X 25' X Plain End X Plain End Rolled Short		
2	EA	37.688" ID X 0.25" X 12" Buttstrap		
5	EA	41.125" ID X 0.5" X 12" Buttstrap		
3	EA	34.125" ID X 0.5" X 12" Buttstrap		

Material prices quoted represent the current market price of steel and any applicable surcharge in effect as of the date of this quotation. If we are not provided release to purchase steel by April 10, 2026, the final invoice price of material quoted will be increased by taking the difference between the American Metal Market (AMM) Hot Rolled Sheet Price (Midwest) in effect at time of bid and the AMM Hot Rolled Sheet Price at time of steel shipment to our plant.

Extra Each Items:

<u>Shrink Sleeves for 37.688" Buttstrap (2 per buttstrap) (0 included in quote)</u>				
4	EA	37.688" Shrink Sleeve	\$ 203.00	\$ 812.00
<u>Shrink Sleeves for 41.125" ID Buttstrap (2 per buttstrap) (0 included in quote)</u>				
10	EA	41.125" Shrink Sleeve	\$ 234.00	\$ 2,340.00
<u>Shrink Sleeves for 34.125" ID Buttstrap (2 per buttstrap) (0 included in quote)</u>				
6	EA	34.125" Shrink Sleeve	\$ 230.00	\$ 1,380.00



Resolution #: R-31-26

Account: 01-60-771700

Approvals: *Author / Manager / Finance / Admin*

DC RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 4/8/2026

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

Agenda Section: Engineering & Construction

Originating Department: Systems & Information Technology

Resolution No. R-31-26 would approve the following Change Orders (Contract Price Increase of \$99,938.74):

Change Order No. 07 to Contract for the SCADA Replacement Project (Contract PSD-9/21)

1. Additional repairs performed at various remote sites on their antenna systems through Krueger Tower Inc. as delineated in the attached Change Order (Addition of \$2,052.00).
2. Additional server licensing, server memory and hard disks for the communication backhaul as delineated in the attached Change Order (Addition of \$36,010.00)
3. Additional time and labor during communication backhaul setup, configuration, testing, and troubleshooting as delineated in the attached Change Order (Addition of \$169,705.00).
4. Modification of the communication backhaul protocol as delineated in the attached Change Order (Addition of \$118,550.00).
5. Credit for miscellaneous changes to labor and hardware throughout the duration of the project as delineated in the attached Change Order (Reduction of \$475,408.00).
6. Request to release partial retainage of construction work completed up to October 31, 2025, and the reduction of retainage held on the remainder of the project to 5% as delineated in the attached Change Order (No cost change item).
7. Extension of the project completion date to November 5, 2027, as delineated in the attached Change Order (Addition of \$125,619.74).

8. Extension of the licensing and manufacturer support contracts for the various hardware/software products for an additional year as delineated in the attached Change Order (Addition of \$123,410.00)
9. Modification of the support and maintenance contract tied with the SCADA project with Concentric Integration as delineated in the attached Change Order (No cost change item).
10. Change in the project specifications for the project construction document management program as delineated in the attached Change Order (No cost change item).

Approval of this Change Order would increase the net Contract Price by \$99,938.74, revising the Contract Price from \$15,722,205.28 to \$15,822,144.02 for a 0.6% net total increase from the Revised Contract Price. Not including this potential Change Order, it is noteworthy that all Change Orders to date have resulted in a net decrease in the original Contract Price from \$16,443,000 to \$15,722,205.28. The approval of this Change Order would modify the Completion Date in the Contract of this project from May 31, 2026, to November 5, 2027.

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

Recommended Motion:

To Adopt Resolution R-31-26

DUPAGE WATER COMMISSION

RESOLUTION NO. R-31-26

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

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

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

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

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

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

ADOPTED THIS _____ DAY OF _____, 2026.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk

Board/Resolutions/2026/R-31-26.docx

EXHIBIT 1

Contract PSD-9/21 Change Order No. 07

DuPAGE WATER COMMISSION
CHANGE ORDER

SHEET 1 OF 6

PROJECT NAME: SCADA Replacement Project

CHANGE ORDER NO. 7

LOCATION: Cook and DuPage Counties, Illinois

CONTRACT NO. PSD-9/21

CONTRACTOR: Baxter & Woodman/Boller Construction

DATE: April 5, 2026

I. A. DESCRIPTION OF CHANGES INVOLVED:

1. Additional repairs performed at various remote sites on the antenna systems by Krueger Tower Inc.
2. Additional server licensing and server memory for the communication backhaul.
3. Additional time and labor during communication backhaul setup, configuration, testing, and troubleshooting.
4. Modification of the communication backhaul protocol.
5. Credit of miscellaneous changes to labor and hardware through Concentric.
6. Request to release retainage and reduce retainage held.
7. Extension of the project completion date.
8. Extending the licensing and manufacturer support contracts for the various hardware/software products for an additional year.
9. Modification of the support and maintenance contract tied to the SCADA project.
10. Change in the project specifications for the project construction document management program.

B. REASON FOR CHANGE:

1. During the final remote site antenna maintenance inspections there were minor costs incurred for repairs on the tank site antenna systems. The additional labor and hardware come at an additional cost of \$2,052.
2. During the earlier stages of communication backhaul development and testing it was determined to set up the desired redundancy and failover capabilities that required

additional licensing, server memory, and hard disk space. The additional licensing, hardware, and configuration labor come at an additional cost of \$36,010.

3. During the development of the new SCADA backhaul communication protocol, there was additional time, effort, and materials required to configure, test, and troubleshoot the DNP3 systems. The necessity to maintain the integrity of the existing SCADA system and the integration of newer radio systems with the DNP3 backhaul proved challenging and failed to yield the results that were intended and desired. The integration team along with Commission staff worked with the design engineers, product technical support teams, outside consultants and several different vendors to attempt to produce satisfactory results to maintain the use of the DNP3 communication protocol. The project team strived to maintain the communication protocol per design, utilizing what time and resources to vet the system as far as possible before making any decision to test alternative methods. The additional time, labor, and materials come to an additional cost of \$169,705.
4. Due to the extensive testing and the ultimate results of the DNP3 systems married with our existing radio-based communication backhaul, it was determined that the original design format of DNP3 protocol would not suffice. The DNP3 protocol resulted in unstable connectivity and data loss, this persisted after extensive research, configuration testing, and troubleshooting with the project team, various vendors, and product support technicians. The Commission staff, along with the design engineers, resident engineers, and integration team determined viable alternatives that achieved the desired results for communication, with key factors being reliability, functionality, speed, and maintainability. The options were vetted through additional testing, performed by the various members of the project team, and resulted in the choice to proceed with CIP messaging as it proved to be the best workable solution. Concentric Integration provided a proposal for the additional labor and materials associated with this effort include but are not limited to the remapping of the existing remote sites HMI, historian, and alarm tags, reprogramming the communication processes, modifying the network, and integrating new master PLCs. The additional scope for the labor and materials comes to an additional cost of \$118,550.
5. Throughout the integration of the new SCADA system, Commission staff and Concentric have kept track of the schedule of value line items that have been completed, are no longer needed, or were modified, and resulting in lines for future credit. With the changes incorporated into this Change Order along with the requested extension of the project, Commission staff requested credit for the accumulated line items thus far in the project. The modifications in labor and hardware come at a cost reduction of \$475,408.
6. Recently Baxter & Woodman/Boller Construction LLC. formally requested a modification to the project retainage held. They have requested the release of retention on the portion of the project related to the remodel of the control room and the adjacent offices, the Control Room computers and AV system, the campus domestic electrical work, the UPS system, the access control and camera security system upgrades, the antenna

maintenance and inspections, and various DWC Campus upgrades that were completed earlier in this project and are in use. The release of retainage does not include materials, labor, or systems pertaining to the SCADA system portion of the project or parts of the project that are still incomplete or in progress. In addition to the retainage release, it was requested to reduce the retainage held for the remainder of the project from 10% to 5%. This request would lead to no revisions in the contract price but would release \$658,045.34 of retainage and subsequently modify the ongoing retainage down to 5%.

7. Throughout the SCADA Replacement Project there have been delays and modifications to the project schedule, with a mix of outside factors, requested changes, and unforeseen hurdles that had to be overcome. Factors include but are not limited to:
 - Delays to various control panel components affected by supply chain issues leading to panel development extensions.
 - Delays and schedule modifications tied to integration testing that extended past the original expectation, such as the campus SCADA cutover that was delayed by unforeseen complications integrating the newer system into the existing Pump and Motor controls. Code modifications, testing, and troubleshooting were required to marry the systems and provide the desired functionality and control.
 - Modifications to the overall design and system functionality were made over the project through prior Change Orders that have also contributed to the extension of the completion schedule. Such as modifying the design of the Control Room, modifying the network architecture to optimize functionality, including the upgrade and replacement of the entire radio backhaul infrastructure for both the SCADA and backup telemetry system, and requesting changes to control functionality at various points in the project.
 - Delays and additional effort during integration due to unforeseen factors related to having to maintain the existing SCADA and ancillary systems while cutting over to the new systems.
 - Additional time and effort needed to migrate the new radio backhaul equipment, to configure, test, and troubleshoot a viable DNP3 communication backhaul solution.
 - Additional time required to develop and test the alternate communication protocol design that will function with the existing backhaul and remote site systems and will provide the speed, reliability, maintainability, and functionality desired.

Reviewing these efforts and the remaining tasks, the project team has requested the completion date be changed to November 5, 2027, from the original project completion date May 31, 2026. The extension of the project will incur additional costs for changes to the project bonding, insurance, meetings, project management, and administrative costs which come out to an additional cost of \$125,619.74. With the extension of the project schedule, Concentric will cover the costs for warranty coverage of hardware and software

systems associated with the SCADA system portion of the project for the extended duration of the project schedule.

8. As part of the extension of the project, Commission staff have requested the included cost to cover the extension of the required licensing agreements and manufacturer support contracts for the various SCADA hardware/software for an additional year. The additional manufacturer support contracts and licensing subscriptions come at an additional cost \$123,410.
9. Tied to the SCADA Replacement Project was a preventative and on-call maintenance agreement with Concentric Integration following the final completion of the project. This support and maintenance agreement is requested to be modified with the extension of the project completion date to cover the costs of the support and maintenance of the SCADA network equipment during the final five (5) months of the extended project schedule. The SCADA support and maintenance effort was originally anticipated to span the entire project, but since the systems were not stood up until a year into the project, these services and the associated cost will carry over into the extension of this project and cover the first 12 months of the project extension. This modification would be a non-cost item with the carryover of the support services and change the preventative and on-call maintenance support agreement completion date to May 31, 2032.
10. At the start of 2025 the construction document management program that was managed by Carollo Engineers was transitioned from EADOC to Autodesk. The project specifications call out the utilization of EADOC in Section 01_31_24 (Web Based Construction Document Management) and will be updated to call out the utilization of Autodesk. This is a non-cost change item.

C. REVISION IN CONTRACT PRICE:

1.	Additional repairs performed at various remote sites on the antenna systems by Krueger Tower Inc.	\$2,052.00
2.	Additional server licensing and server memory for the communication backhaul.	\$36,010.00
3.	Additional time and labor incurred during communication backhaul configuration and testing	\$169,705.00
4.	Modification of the communication backhaul protocol.	\$118,550.00
5.	Credit of miscellaneous changes to labor and hardware through Concentric.	-\$475,408.00
6.	Request to release retainage and reduce retainage held.	N/A
7.	Request to extend the project completion date.	\$125,619.74

8.	Extending the licensing and manufacturer support contracts for the various hardware/software products for an additional year.	\$123,410.00
9.	Modification of the support and maintenance contract tied to the SCADA project.	N/A
10.	Construction document management program change	N/A
11.	Total Change in Contract Price This Change Order	<hr/> \$99,938.74

II. CHANGE ORDER CONDITIONS:

1. The Completion Date established in the Contract, as signed or as modified by previous Change Orders, modifies the final Completion Date to November 5, 2027.
2. Any Increased Work to be performed under this Change Order shall be provided, performed, and completed in full compliance with, and as required by or pursuant to, the Contract, including any Specifications and Contract Drawings for the Increased Work and for Work of the same type as the Increased Work, and as specified in the preceding "Description of Changes Involved."
3. Unless otherwise provided herein, all Work included in this Change Order shall be guaranteed and warranted as set forth in, and Contractor shall not be relieved from strict compliance with, the guaranty and warranty provisions of the Contract.
4. All Work included in this Change Order shall be covered under the Bonds and the Required Coverages specified in the Contract. If the Contract Price, including this Change Order, exceeds the Contract Price set forth in the Contract, as signed, by twenty percent (20%), Contractor shall submit to Owner satisfactory evidence of such increased coverage under the Bonds if requested by Owner.

III. ADJUSTMENTS IN CONTRACT PRICE:

1.	Original Contract Price	\$ <u>16,443,000.00</u>
2.	Net reduction due to all previous Change Orders Nos. <u>1</u> to <u>6</u>	\$ <u>-720,794.42</u>
3.	Contract Price, not including this Change Order	\$ <u>15,722,205.28</u>
4.	Increase to Contract Price due to this Change Order	\$ <u>99,938.74</u>
5.	Contract Price including this Change Order	\$ <u>15,822,144.02</u>

RECOMMENDED FOR ACCEPTANCE:

CONSULTING ENGINEERS: Carollo Engineers

By: _____ ()
Signature of Authorized Representative Date

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

CONTRACTOR: Baxter & Woodman/Boller Construction, LLC

By: _____ ()
Signature of Authorized Representative Date

DUPAGE WATER COMMISSION:

By: _____ ()
Signature of Authorized Representative Date

CHANGE REQUEST

To: DuPage Water Commission 600 East Butterfield Road Elmhurst, Illinois 60126-4642	Number: #34 3/23/2026 Job: 22008 DuPage SCADA Replacement Project
-----------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------

CHANGE REASON: PSD-9/21 Change Order Request 2/25/2026

CHANGE REQUEST DESCRIPTION

PSD-9/21 Change Order Request 2/25/2026
 Change order scope described in attached DWC letter request.

COSTS			AMOUNT
#	DESCRIPTION		
1	Miscellaneous changes (breakdown attached)	Concentric Integration	\$ 29,819.00
2	B&B LLC Project Management (time extension)	B&B LLC	\$ 44,764.57
SUB TOTAL			\$ 74,583.57
	OVERHEAD AND PROFIT (Boller)	5%	\$ 3,729.18
	OVERHEAD AND PROFIT (B&B LLC)	5%	\$ 3,915.64
	BOND	0.08%	\$ 65.78
	Insurance - General (Time Extension)	2.00%	\$ 1,644.57
	Insurance - Builders Risk (Time Extension)	-	\$ 6,000.00
	Insurance - Owners & Contractors Protective Liab. (Time Extension)	-	\$ 10,000.00
TOTAL CHANGE AMOUNT			\$ 99,938.74

RETAINAGE REDUCTION DESCRIPTION

Baxter & Woodman/Boller Construction LLC. formally requests payment of 64.4% of the retainage held on the DuPage Water Commission SCADA Replacement Project PSD – 09/21 from June 1, 2021 through October 31, 2025 and the reduction of retainage held on the project reduced to 5% by the Commissions Board. The payout of the retainage is of material and labor provided for the remodeling of the control room and associated rooms, updated computers, displays, electrical and security systems.

RETAINAGE REDUCTION REQUEST			AMOUNT
#	DESCRIPTION		
1	Release Portion of Retainage of PDS-09/21 (6/1/2021 - 10/31/2025)	B&B LLC	\$ 658,045.34
TOTAL RETAINAGE REDUCTION REQUESTED			\$ 658,045.34

CONTRACTOR DURATION:

Substantial Completion PRIOR to this Change (including previously approved Change Orders): **May 31, 2026 (construction) May 31, 2031 (maintenance)**

Substantial Completion AFTER this Change: **November 5, 2027 (construction) | November 5, 2032 (maintenance)**

TOTAL [REDACTED] days + or -

Submitted By: STEVEN G. DALBEC

Approved By: _____

Date Submitted: 3/25/26

Date Approved: _____



MEMORANDUM

To: Dan Rosenwinkel
From: Denis Cuvalo, Systems Engineer & IT Supervisor
Date: February 25, 2026
Subject: DuPage Water Commission SCADA Replacement Project PSD-9/21 Change Order Request

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

- Throughout the integration of the new SCADA system, services and hardware were determined to no longer be needed. The Commission is requesting Baxter & Woodman/Boller Construction LLC. to gather pricing for the items Concentric has tracked and provide a formalized change order proposal. The following is an itemized list of the miscellaneous changes:
 - IOSight Workshop (Line 119)
 - Vantage Point Workshop (Line 120)
 - HSQ Migration (Line 255)
 - Reporting development (Line 262)
 - Desktop card readers (Line 311)
 - Orbit cellular units (Line 319)
 - MDS TransNext radios (Line 320)
 - IOSight Licensing (Line 358)
 - IOSight Hosting (Line 359)
 - System Training (Line 489)
 - Advanced Operator Training (Line 491)
 - Reports Training (Line 495)
 - Network Equipment Training (Line 499)
 - Misc Training (Line 500)
 - Instrument Training (Line 501)
 - SCADAMetrics Duplexor (Line 547)

- SCADAMetrics Gateway, change Qty from 10 to 1 (Line 548)
 - Spare desktop card readers (Line 552)
 - Spare Meter Station RTU panel, change Qty from 2 to 1 (Line 553)
 - Spare ROV RTU panel, change Qty from 2 to 1 (Line 554)
 - Spare Cisco Network switch (Line 559)
 - 5-year network pen testing (Line 570)
- Throughout the integration of the new SCADA system, Concentric integration performed additional services including configuration, testing, and troubleshooting to get the Kepware and DNP3 systems to work. The Commission is requesting Baxter & Woodman/Boller Construction LLC. to provide the cost for the additional work and provide a formalized change order proposal.
 - Following the extensive testing to achieve a working solution with the original design communication format of DNP3, it was determined that it would not suffice. Going through alternate means and methods, CIP or PLC-PLC messaging was tested and found to be a workable solution. The Commission is requesting Baxter & Woodman/Boller Construction LLC. to provide the cost for this communication protocol change including labor and materials and provide a formalized change order proposal.
 - Throughout the integration of the new SCADA system, there have been delays whether due to lead times, troubleshooting, issues with the proposed system, etc. It has been determined that the project will require an extension for the project completion date. The Commission is requesting Baxter & Woodman/Boller Construction LLC. to provide the proposed schedule extension and the associated costs and provide a formalized change order proposal.
 - With the extension of the project, the support and maintenance of the SCADA system will need to be modified. There is a 5-year maintenance contract that is tied to this project that was intended to kick off at the final completion of this project. It was discussed that the Maintenance Contract can be used to cover the support and maintenance services for the SCADA system, maintaining the end date but initiating services to cover the difference for the new schedule tied to the project extension. The Commission is requesting Baxter & Woodman/Boller Construction LLC. to provide a formalized change order proposal with the modified duration of the support and maintenance contract.
 - During the antenna maintenance and inspection work, Krueger Tower Inc performed repairs and misc. fixes to a handful of sights remaining. The Commission is requesting Baxter & Woodman/Boller Construction LLC. to provide the cost for the additional work and provide a formalized change order proposal.



CHANGE ORDER PROPOSAL

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

To: Dan Rosenwinkel
 Boller Construction
 3045 Washington St.
 Waukegan, IL 60085

Date: March 12, 2026

Project: 212268.50 – SCADA System Upgrade **COP#** 28

Subject: Miscellaneous Changes

<u>Item</u>	<u>Description</u>	<u>Fee</u>
	Per request by DWC, the following items are changes that have been made for the reasons: 1) Time spent attempting to achieve successful DNP3 communication as designed, as well as with using VTScada as an alternate OPC driver 2) Time required to redevelop work to modify design to use PLC-PLC direct messaging in lieu of DNP3; 3) Credits for various items included in the bid and shown on the SOV which are no longer required.	
1	Extend Final Completion Date to 11/5/2027. Extension is required due to delays related to the designed DNP3 remote site communication system not functioning as expected, associated testing, and rework to use the alternate design of direct PLC-PLC messaging.	
2	Add three sets of redundant KEPServers for communication, allowing one redundant pair to communicate to each radio network. Work consisted of the following: <ul style="list-style-type: none"> • Create six new VMs and install/license KEPServer. • Update network documentation. • Purchased additional memory and hard disk space for the virtual host servers. 	\$ 36,010
3	Time spent for R&D efforts to achieve acceptable results of DNP3 communications using KEPServer, Prosoft DNPS modules, and the Orbit radios, including time for testing simultaneous serial/Ethernet communication using SD and Orbit radios, as well as VTScada testing assistance.	\$169,705
4	Time required for planning, redevelopment, testing and implementation for PLC-PLC messaging. Time includes the following: <ul style="list-style-type: none"> • Design, installation and wiring for the three new master polling PLCs. • Redevelop remote site PLC code for MS10A, ROV template, tanks sites and Lexington to eliminate DNP3 logic and add PLC message mapping logic. • Develop polling PLC code, including messaging logic, communication status, time sync, and access control ID list. • Redevelop HMI graphics to link to new PLC tags in lieu of KEPServer tags. • Relink historian tags to PLC tags in lieu of KEPServer tags. • Commissioning and testing of MS10A. 	\$84,730
5	Expense costs required for implementing polling PLCs: <ul style="list-style-type: none"> • Procurement for the three new master polling PLCs. Three ControlLogix 1756-L82E processors will be mounted in one chassis mounted on a steel subpanel installed in the server room. 	\$33,820

<u>Item</u>	<u>Description</u>	<u>Fee</u>
6	Project management time associated with project schedule extension. Two hours per week of general administration plus 4 hours per month for additional progress meetings.	\$55,500
7	Additional work for Krueger at Lexington and ROV15D.	\$2,052
8	Cost for extending the manufacturer support contracts for various hardware/software products for one year. Includes the following: Dell servers (Qty 7), Palo Alto Firewalls (Qty 6), Rockwell Studio 5000 (Qty 2); Rockwell RSLogix 500 (Qty 2), FT AssetCentre, FTView SE w/ clients (Qty 2), Historian with interfaces (14,000 tags), FTView Studio (Qty 2); ThinManager (Qty 7), Veeam Backup software, VMWare virtualization software, Waterfall unidirectional gateway	\$123,410
9	Credits for the remaining value of the following items listed on the Schedule of Values (SOV). Includes the following SOV items: 119, 120, 255, 262, 311, 319, 320, 358, 359, 431 489, 491, 495, 499, 500, 501, 547, 548 (9/10), 552, 553 (1/2), 554 (1/2), 559, 570.	(\$475,408)
Increase / (Decrease) for this change order request:		\$29,819.00

P:\DUPWC\212268-SCADA System Upgrade\50-Implementation\ChgOrders\COP28_Use PLC MSG in Lieu of DNP3\DWC_COP28_PLC_Messaging.docx



MEMORANDUM

To: Paul May, General Manager
From: Cheryl Peterson, Financial Administrator
Date: 4/7/2026
Subject: Accounts Payable Listings

Following is a summary of the Accounts Payable to be considered at the April 16, 2026, Commission meeting:

March 11, 2026, to April 7, 2026, A/P Report:

DuPage Water Commission	\$ 10,141,735.45
Waterlink	1,689,020.00

Accrued and estimated payments required before May
2026 Commission meeting:

DuPage Water Commission	2,485,325.00
Waterlink	9,881,000.00

Total	<u>\$24,197,080.45</u>
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cc: Chairman and Commissioners



Payable Number	Description	Post Date	Payable Amount	Payable Count	Net Amount
Payable Account: 01-211000 - ACCOUNTS PAYABLE					
Vendor: 1663 2001121584	AECOM Tollway Review	03/31/2026	5,281.54	Payable Count: (1)	5,281.54 5,281.54
Vendor: 1731 2520-04	Benchmark Construction Co, Inc. QR 13.006 Meter Station Steel Header Replacement	03/31/2026	71,605.14	Payable Count: (1)	71,605.14 71,605.14
Vendor: 2283 INV0008883	BMO HARRIS CREDIT CARD Combined Statements: March 2026	03/31/2026	5,609.10	Payable Count: (1)	5,609.10 5,609.10
Vendor: 1135 INV0008899	CITY OF CHICAGO SUPERINTENDENT OF WATER COLLECTION WATER BILLING: March 2026	03/31/2026	10,024,441.17	Payable Count: (1)	10,024,441.17 10,024,441.17
Vendor: 2171 141696 141479	Friendly Ford Vehicle Maint: M239088 2018 Ford F150 Service	03/17/2026 03/31/2026	231.10 1,378.38	Payable Count: (2)	1,609.48 231.10 1,378.38
Vendor: 2489 INV0008901	JOHN VAN METER Expense Reimbursement - AMPP Conference & Expo	03/31/2026	2,488.74	Payable Count: (1)	2,488.74 2,488.74
Vendor: 2378 2464557431175	Kaseya US, LLC Datto RMM Patch Management Licenses	04/07/2026	34.44	Payable Count: (1)	34.44 34.44
Vendor: 2198 52432	Mecon Industries, Inc. Valve Changeout	03/31/2026	1,143.12	Payable Count: (1)	1,143.12 1,143.12
Vendor: 1223 GA6001743	METIRI ANALYTICAL GROUP INC Water Samples	03/31/2026	104.16	Payable Count: (1)	104.16 104.16
Vendor: 2426 26146	METRO TANK AND PUMP COMPANY Repairs to Fuel Dispenser	03/31/2026	425.00	Payable Count: (1)	425.00 425.00
Vendor: 2189 INV0008821 INV0008864	NCPERS Group Life Ins. NCPERS - IMRF 6641 NCPERS - IMRF 6641	03/13/2026 03/27/2026	44.28 44.28	Payable Count: (2)	88.56 44.28 44.28
Vendor: 1178 371921	PADDOCK PUBLICATIONS, INC. Legal Notice	03/31/2026	69.00	Payable Count: (1)	69.00 69.00
Vendor: 1321 PER-IN-108734	PERSPECTIVES, LTD. EMPLOYEE ASSISTANCE SVC: QUARTER 2 2026	04/07/2026	273.00	Payable Count: (1)	273.00 273.00
Vendor: 2482 INV133909	RedVector.com LLC Online LMS Annual Subscription	03/17/2026	7,138.50	Payable Count: (1)	7,138.50 7,138.50
Vendor: 1726 26-0921 26-0922	SUPERIOR INDUSTRIAL EQUIPMENT CO Field Service from May and June 2024 Field Service from December 2024	03/17/2026 03/17/2026	12,117.06 4,357.50	Payable Count: (2)	16,474.56 12,117.06 4,357.50
Vendor: 2296 INV0092002	VALVTECT Fuel Additives for Off Road Diesel Tank	04/07/2026	2,759.58	Payable Count: (1)	2,759.58 2,759.58
Vendor: 1300 101283114	VOSS EQUIPMENT, INC. Tire Replacement for Forklift	03/31/2026	523.69	Payable Count: (1)	523.69 523.69
Vendor: 2096 INV0008898	William A. Fates Service as Treasurer: April 2026	04/07/2026	1,666.67	Payable Count: (1)	1,666.67 1,666.67
Payable Account 01-211000 Payable Count: (21) Total:					10,141,735.45

Board Open Payable Report

As Of 04/07/2026

Payable Number	Description	Post Date	Payable Amount		Net Amount
Payable Account: 01-211030 - ACCTS PAYABLE - CONSTRUCTION					
Vendor: 1052	ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.			Payable Count: (2)	2,520.00
6049109	WaterLink - Additional Coverage for RR Agreements	03/31/2026	1,554.00		1,554.00
6066686	WaterLink - Additional WOS for RR Agreements	03/31/2026	966.00		966.00
Vendor: 2592	Bolder Contractors			Payable Count: (1)	1,453,500.00
1	WaterLink - FW-1/25	03/31/2026	1,453,500.00		1,453,500.00
Vendor: 1824	VAL-MATIC VALVE AND MANUFACTURING CORP.			Payable Count: (1)	233,000.00
534141	WaterLink - 54" Butterfly Valves (3)	03/31/2026	233,000.00		233,000.00
Payable Account 01-211030				Payable Count: (4) Total:	1,689,020.00

Payable Account Summary

Account	Count	Amount
01-211000 - ACCOUNTS PAYABLE	21	10,141,735.45
01-211030 - ACCTS PAYABLE - CONSTRUCTION	4	1,689,020.00
Report Total:	25	11,830,755.45

Payable Fund Summary

Fund	Count	Amount
01 - WATER FUND	25	11,830,755.45
Report Total:	25	11,830,755.45

DUPAGE WATER COMMISSION
ITEMS TO BE PAID BY 5-21-26
Board Meeting Date: April 16, 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 - \$50 Safety, \$1450 Training, \$50 Publications, \$200 Travel, \$100 Computers, \$50 Maintenance, \$250 Office Supplies, \$50 Admin, \$50 Phone, \$3400 Conferences			
250.00	Anderson - Pest Control			
500.00	Republic Services - Disposal Services			
500.00	Aramark - Supplies			
1,500.00	Cintas- Supplies			
250.00	Elecsys - Cell Data Services			
4,000.00	AL Warren - Fuel			
600.00	Toshiba - Copy and Lease Charges			
2,500.00	Multisystem Management - Cleaning Services			
625.00	Pitney Bowes - Postage			
8,000.00	Grainier - 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			
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	Soooper 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			
300.00	Batteries Plus - Battery Replacement for Reservoir Hatches			
3,000.00	Beary - Tanksite Landscaping			
2,000.00	Beary - Landscaping			
2,000.00	Bedrock - Landscaping			
10,000.00	Burns & McDonnell - Hydraulic Model Development			
100.00	CDW - Zbook Replacement Battery			
3,100.00	Convergint - Fire Alarm Panel Conversion			
2,500.00	Core & Main - Copper Supplies for Sampling			
13,000.00	DocAccess - PDF to HTML for Website			
500.00	Ebel's Ace Hardware - Project Supplies			
600.00	Ferguson Waterworks - Floor Drain Repair Parts			
400.00	Friendly Ford - Vehicle Maintenance (3 invoices)			
1,900.00	Graybar - Cathodic Protection Supplies			
2,200.00	Grainier - Maintenance Supplies			
2,200.00	Grainier - Pipeline/RF Supplies			
4,900.00	Grainier - Pipeline/RF Supplies			
8,300.00	Hazchem - Harzardous Waste Disposal			
2,000.00	Home Depot - Project Supplies			

**DUPAGE WATER COMMISSION
ITEMS TO BE PAID BY 5-21-26
Board Meeting Date: April 16, 2026**

2,300.00	Krueger Tower - Radio Path Testing
15,000.00	Lynde - Dechlor for 48" Flushing
2,500.00	McMaster Carr - CP Supplies
100.00	McMaster Carr - Remote Facilities Supplies
7,000.00	National Safety Council - Safety Training
1,600.00	Office Depot - Office Supplies
33,000.00	Park Place - IT MSP Annual Renewal
1,000.00	Program One - Window Cleaning
1,800.00	RedVector - Online LMS for Instrumentation Techs
500.00	Reliable - Uniforms
2,100.00	Schneider Electric - Vibration Detection System Change Order
1,500.00	Specialty Mat - Mat Service
500.00	Staples - Office Supplies
200,000.00	Superior - HLP #8 Repair
7,000.00	Superior - HLP #9 Inspection
300.00	Tree Towns - Printing of Alignment Maps
33,000.00	Weg - Critical Spare Parts for Large Motors
11,000.00	Weg - Display Panel and Current Sensors
900.00	Webstaurantsore.com - Coffee Maker & Decanters
23,000.00	Xerox - Annual Renewal of Trellix Licensing
10,000.00	Tai Ginsberg - Source Water Project
10,000.00	Marquardt
30,000.00	Sikich - Audit Fees
20,000.00	Motorola - Radios
1,000.00	WaterCon Expense Reimbursements (Bostick, May, Loster, Cuvalo, Frank, Johnny & Steve)
400,000.00	Baxter and Woodman/Boller - SCADA
20,000.00	Carollo Engineers - SCADA
20,000.00	Strand Associates - SCADA
6,000.00	Concentric - Misc. Project Support
80,000.00	Schneider - Perimeter Security Hardware & Installation
9,000.00	Krueger Tower - Antenna Replacement & Repairs
31,000.00	Neri - ROV 10 Actuator Replacement
24,000.00	Ferguson - ROV 10 Actuator Replacement
227,000.00	Neri - R-86-25 Ardmore Ave
160,000.00	Neri - Frame & Lid Repairs
17,000.00	EnviroSight - QV360 System (44860)
200.00	Luke Lebed - Expense Reimb for Staking University
10,000.00	DeLasCasas - TO #6
750.00	DeLasCasas - TO #11
50,000.00	V3 - Traffic Control Engineering
32,000.00	AECOM - Lombard Joint Facility Design
<hr/>	
2,485,325.00	
	WaterLink
20,000.00	Schirott, Luetkehans & Garner, LLC - MOY
4,000,000.00	Benchmark/D.Construction - TW-6/25 Section 1
1,500,000.00	Airy's, Inc - TW-6/25 Sections 2C
150,000.00	Bowman - WaterLink CE
50,000.00	CBBEL - WaterLink CE
500,000.00	LAN - WaterLink Design
100,000.00	LAN - Owner's Advisor
225,000.00	Burns & McDonnell - WaterLink Program Management
200,000.00	Burns & McDonnell - WaterLink Book Road CE
100,000.00	Robinson Engineering- WaterLink Construction Staking
10,000.00	Arcadis - WaterLink ECOC
500,000.00	Airy's Inc - WaterLink - Section 2A Construction
500,000.00	Airy's Inc - WaterLink - Section 2B Construction
20,000.00	The Machine Lab - WaterLink Inspection Rover
6,000.00	Kendall County Planning/Building/Zoning - Permit Fee
2,000,000.00	Bolder - WaterLink FW Section 1 Construction
<hr/>	
9,881,000.00	
<hr/>	
12,366,325.00	



MEMORANDUM

To: Commissioners

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

Date: April 9, 2026

Subject: Luetkehans, Brady, Garner & Armstrong February 2026 Invoices

I reviewed the Luetkehans, Brady, Garner & Armstrong invoices for services rendered during the period of February 1, 2026 through February 28, 2026 and recommend it for approval. The invoices should be placed on the April 16, 2026 Commission meeting accounts payable.

February 2026
Luetkehans Brady Garner & Armstrong

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
General	\$4,290.00	15.60	\$275.00	Luetkehans (8.30 @ \$275/hr.) Armstrong (6.60 @275/hr.) Garner (0.70 @275/hr)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
MaRous & Company	\$0.00				
Misc:	\$103.89				
Total:	\$4,393.89	15.60	\$275.00		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
Source Water	\$5,802.50	21.10	\$275.00	Luetkehans (12.50 @275/hr.) Armstrong (2.50 @275/hr) Gonzales (6.10 @275/hr)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Hinshaw & Culbertson LLP	\$535.00				
Misc:	\$ 602.19				
Total:	\$6,939.69	21.10	\$275.00		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
MOY Land Acquisition	\$7,177.50	26.10	\$275.00	Luetkehans (13.10 @ \$275/hr.) Garner (7.90 @275/hr.) Gonzales (5.10 @275/hr)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Misc:	\$0.00				
Total:	\$7,177.50	26.10	\$275.00		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
MOY Construction	\$357.50	1.30	\$275.00	Luetkehans (1.00 @ \$275/hr.) Armstrong (0.30 @275/hr)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Misc:	\$0.00	0.00			
Total:	\$357.50	1.30	\$275.00		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
Chicago Contract	\$880.00	3.20	\$275.00	Luetkehans (2.40 @275/hr) Garner (0.80 @ \$275/hr)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Misc:	\$0.00				
Misc:	\$0.00				
Misc:	\$0.00				
Total:	\$880.00	3.20	\$275.00		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
Judiciary	\$495.00	1.80	\$275.00	Luetkehans (0.70 @275/hr) Armstrong (1.10@ \$275/hr)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Previous Balance Due	\$0.00				
Misc:	\$742.39				
Total:	\$1,237.39	1.80	\$275.00		

Total of all invoices: \$20,985.97 69.10 \$275.00



Resolution #: O-15-26

Account: 01-80-852010

Approvals: *Author / Manager / Finance / Admin*

JL JML CAP PDM

REQUEST FOR BOARD ACTION

Date: 4/9/2026

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-15-26 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-15-26 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-15-26

DUPAGE WATER COMMISSION

ORDINANCE NO. O-15-26

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 21 (the "Subject Properties") should be acquired and are necessary and desirable for the purposes as hereinabove set forth; and

WHEREAS, for this purpose, the Board of Commissioners of the Commission adopted Ordinance Nos. O-5-25, O-7-25, O-8-25, O-11-25 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 21 (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 21; and

WHEREAS, the Commission has determined that the total cost for the purchase of the Easements in the amount of \$114,325.00 is reasonable; and

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

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

SECTION ONE: The recitals set forth hereinabove shall be and are hereby incorporated as if said recitals were fully set forth within this Section One.

SECTION TWO: That it is necessary and desirable that the Easements described in Exhibits 1 through 21 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 21.

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-15-26.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: 1-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0102 Permanent Easement

Index No.: 03-01-376-005

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

Commencing at the southeast corner of said Southwest Quarter; thence North 88 degrees 49 minutes 58 seconds East along the south line of the Southeast Quarter of said Section 1 a distance of 43.59 feet, to the northeasterly right of way line of said former Elgin, Joliet and Eastern Railway Company; thence North 33 degrees 16 minutes 05 seconds West along said northeasterly right of way line a distance of 171.41 feet, to the Point of Beginning; thence South 89 degrees 04 minutes 52 seconds West a distance of 94.70 feet, to a point on the southwesterly right of way line of said former Elgin, Joliet and Eastern Railway Company, which point is 171.64 feet northwesterly of the south line of said Southwest Quarter as measured along said southwesterly right of way line; thence North 33 degrees 16 minutes 05 seconds West along said southwesterly right of way line a distance of 23.67 feet; thence North 89 degrees 04 minutes 52 seconds East a distance of 73.28 feet; thence North 00 degrees 55 minutes 08 seconds West a distance of 10.00 feet, to a line 175.00 feet north of and parallel with the south line of said Southwest Quarter; thence North 89 degrees 04 minutes 52 seconds East along said parallel line a distance of 15.08 feet, to said northeasterly right of way line; thence South 33 degrees 16 minutes 05 seconds East along said northeasterly right of way line a distance of 35.51 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 0.048 acres, more or less or 2,076 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: TW-6/25 (Section 2)
Section: 1-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0102 Temporary Easement

Index No.: 03-01-376-005

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

Commencing at the southeast corner of said Southwest Quarter; thence North 88 degrees 49 minutes 58 seconds East along the south line of the Southeast Quarter of said Section 1 a distance of 43.59 feet, to the northeasterly right of way line of said former Elgin, Joliet and Eastern Railway Company; thence North 33 degrees 16 minutes 05 seconds West along said northeasterly right of way line a distance of 100.39 feet, to the Point of Beginning; thence continuing North 33 degrees 16 minutes 05 seconds West along said northeasterly right of way line a distance of 71.02 feet; thence South 89 degrees 04 minutes 52 seconds West a distance of 94.70 feet, to a point on the southwesterly right of way line of said former Elgin, Joliet and Eastern Railway Company, which point is 171.64 feet northwesterly of the south line of said Southwest Quarter as measured along said southwesterly right of way line; thence South 33 degrees 16 minutes 05 seconds East along said southwesterly right of way line a distance of 71.02 feet; thence North 89 degrees 04 minutes 52 seconds East a distance of 94.70 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 0.130 acres, more or less or 5,682 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: 27-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0339 Permanent
Easement
Index No.: 03-22-300-003
03-22-300-004
03-27-100-002
03-27-100-003

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

Commencing at the southwest corner of said East Half of the Northwest Quarter; thence North 88 degrees 42 minutes 05 seconds East along the south line of said East Half of the Northwest quarter a distance of 147.29 feet, to the Point of Beginning; thence North 36 degrees 18 minutes 16 seconds East a distance of 41.65 feet, to a line 33.00 feet north of and parallel with said south line of the East Half of the Northwest Quarter; thence North 88 degrees 42 minutes 05 seconds East along said parallel line a distance of 1085.44 feet; thence North 43 degrees 31 minutes 00 seconds East a distance of 46.52 feet, to a line 66.00 feet north of and parallel with said south line of the East Half of the Northwest Quarter; thence North 88 degrees 42 minutes 05 seconds East along said parallel line a distance of 26.66 feet, to the east line of said Northwest Quarter; thence South 01 degrees 20 minutes 18 seconds East along said east line a distance of 15.00 feet, to a line 51.00 feet north of and parallel with said south line of the East Half of the Northwest Quarter; thence South 88 degrees 42 minutes 05 seconds West along said parallel line a distance of 20.43 feet; thence South 43 degrees 31 minutes 00 seconds West a distance of 46.52 feet, to a line 18.00 feet north of and parallel with said south line of the East Half of the Northwest Quarter; thence South 88 degrees 42 minutes 05 seconds West along said parallel line a distance of 1084.30 feet; thence South 36 degrees 18 minutes 16 seconds West a distance of 22.72 feet, to said south line of the East Half of the Northwest Quarter; thence South 88 degrees 42 minutes 05 seconds West along said south line a distance of 18.93 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.409 acres, more or less or 17,807 square feet, more or less.

**TEMPORARY CONSTRUCTION
EASEMENT AGREEMENT**

THIS AGREEMENT is made as of this ____
day of _____, 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: 27-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0339 Temporary
Easement 1
Index No.: 03-22-300-003
03-22-300-004
03-27-100-002
03-27-100-003

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

Commencing at the southwest corner of said East Half of the Northwest Quarter; thence North 88 degrees 42 minutes 05 seconds East along the south line of said East Half of the Northwest quarter a distance of 134.67 feet, to the Point of Beginning; thence continuing North 88 degrees 42 minutes 05 seconds East along said south line a distance of 12.62 feet; thence North 36 degrees 18 minutes 16 seconds East a distance of 41.65 feet, to a line 33.00 feet north of and parallel with said south line of the East Half of the Northwest Quarter; thence North 88 degrees 42 minutes 05 seconds East along said parallel line a distance of 1085.44 feet; thence North 43 degrees 31 minutes 00 seconds East a distance of 46.52 feet, to a line 66.00 feet north of and parallel with said south line of the East Half of the Northwest Quarter; thence North 88 degrees 42 minutes 05 seconds East along said parallel line a distance of 26.66 feet, to the east line of said Northwest Quarter; thence North 01 degrees 20 minutes 18 seconds West along said east line a distance of 30.00 feet, to a line 96.00 feet north of and parallel with said south line of the East Half of the Northwest Quarter; thence South 88 degrees 42 minutes 05 seconds West along said parallel line a distance of 39.13 feet; thence South 43 degrees 31 minutes 00 seconds West a distance of 46.52 feet, to a line 63.00 feet north of and parallel with said south line of the East Half of the Northwest Quarter; thence South 88 degrees 42 minutes 05 seconds West along said parallel line a distance of 1062.48 feet; thence South 36 degrees 18 minutes 16 seconds West a distance of 79.52 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.808 acres, more or less or 35,207 square feet, more or less.

**TEMPORARY CONSTRUCTION
EASEMENT AGREEMENT**

THIS AGREEMENT is made as of this ____
day of _____, 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: 0339 Temporary
Easement 2
Index No.: 03-22-300-003
03-22-300-004
03-27-100-002
03-27-100-003

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

Commencing at the southwest corner of said East Half of the Northwest Quarter; thence North 88 degrees 42 minutes 05 seconds East along the south line of said East Half of the Northwest quarter a distance of 166.23 feet, to the Point of Beginning; thence North 36 degrees 18 minutes 16 seconds East a distance of 22.72 feet, to a line 18.00 feet north of and parallel with said south line of the East Half of the Northwest Quarter; thence North 88 degrees 42 minutes 05 seconds East along said parallel line a distance of 25.24 feet; thence South 36 degrees 18 minutes 16 seconds West a distance of 22.72 feet, to said south line of the East Half of the Northwest Quarter; thence South 88 degrees 42 minutes 05 seconds West along said south line a distance of 25.24 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.010 acres, more or less or 454 square feet, more or less.

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

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

SEE EXHIBIT “A” ATTACHED HERETO.

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this _____ day of _____, A.D., 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 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: 27-37-8
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 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: 27-37-8
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.

**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 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: 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 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: 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: 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 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: 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.

**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 661.87 feet; thence South 00 degrees 47 minutes 55 seconds East a distance of 10.00 feet; thence South 89 degrees 12 minutes 05 seconds West a distance of 20.00 feet; thence North 00 degrees 47 minutes 55 seconds West a distance of 10.00 feet; thence South 89 degrees 12 minutes 05 seconds West a distance of 66.37 feet; thence South 00 degrees 47 minutes 55 seconds East a distance of 10.00 feet; thence South 89 degrees 12 minutes 05 seconds West a distance of 20.00 feet; thence North 00 degrees 47 minutes 55 seconds West a distance of 10.00 feet; thence South 89 degrees 12 minutes 05 seconds West a distance of 911.00 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 along said parallel line 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 0.635 acres, more or less or 27,659 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 661.87 feet; thence South 00 degrees 47 minutes 55 seconds East a distance of 10.00 feet; thence South 89 degrees 12 minutes 05 seconds West a distance of 20.00 feet; thence North 00 degrees 47 minutes 55 seconds West a distance of 10.00 feet; thence South 89 degrees 12 minutes 05 seconds West a distance of 66.37 feet; thence South 00 degrees 47 minutes 55 seconds East a distance of 10.00 feet; thence South 89 degrees 12 minutes 05 seconds West a distance of 20.00 feet; thence North 00 degrees 47 minutes 55 seconds West a distance of 10.00 feet; thence South 89 degrees 12 minutes 05 seconds West a distance of 911.00 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 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 19.52 feet, to a line 87.00 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 107.71 feet; thence North 44 degrees 24 minutes 06 seconds East a distance of 17.91 feet; thence North 89 degrees 12 minutes 05 seconds East a distance of 1672.89 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).

Said parcel containing 0.612 acres, more or less or 26,668 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.

**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: 28-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0405 Permanent Easement

Index No.: 03-28-300-002

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

Commencing at the northwest corner of said East Half of the Southwest Quarter; thence South 01 degrees 30 minutes 11 seconds East along the west line of said East Half of the Southwest Quarter a distance of 35.00 feet, to the Point of Beginning; thence continuing South 01 degrees 30 minutes 11 seconds East along said west line a distance of 15.00 feet, to a line 50.00 feet south of and parallel with the north line of said East Half of the Southwest Quarter and the north line of said Southeast Quarter; thence North 89 degrees 23 minutes 47 seconds East along said parallel line a distance of 1817.56 feet; thence South 00 degrees 36 minutes 13 seconds East a distance of 5.00 feet, to a line 55.00 feet south of and parallel with the north line of said Southeast Quarter; thence North 89 degrees 23 minutes 47 seconds East along said parallel line a distance of 22.99 feet; thence South 54 degrees 55 minutes 31 seconds East a distance of 29.15 feet, to a line 72.00 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 115.39 feet, to the center line of the Oswego and Plainfield Road; thence North 40 degrees 23 minutes 55 seconds West along said center line a distance of 19.52 feet, to a line 57.00 feet south of and parallel with said north line of the Southeast Quarter; thence South 89 degrees 23 minutes 47 seconds West along said parallel line a distance of 98.07 feet; thence North 54 degrees 55 minutes 31 seconds West a distance of 37.72 feet, to a line 35.00 feet south of and parallel with said north line of the East Half of the Southwest Quarter and the north line of said Southeast Quarter; thence South 89 degrees 23 minutes 47 Seconds West along said parallel line a distance of 1838.65 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.684 acres, more or less or 29,799 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: 28-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0405 Temporary
Easement 1
Index No.: 03-28-300-002

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

Commencing at the northwest corner of said East Half of the Southwest Quarter; thence South 01 degrees 30 minutes 11 seconds East along the west line of said East Half of the Southwest Quarter a distance of 14.00 feet, to a line 14.00 feet south of and parallel with the north line of said East Half of the Southwest Quarter and the north line of said Southeast Quarter and the Point of Beginning; thence North 89 degrees 23 minutes 47 seconds East along said parallel line a distance of 1835.45 feet; thence South 54 degrees 55 minutes 31 seconds East a distance of 48.01 feet, to a line 42.00 feet south of and parallel with said north line of the Southeast Quarter; thence North 89 degrees 23 minutes 47 seconds East along said parallel line a distance of 80.75 feet, to the center line of the Oswego and Plainfield Road; thence South 40 degrees 23 minutes 55 seconds West along said center line a distance of 19.52 feet, to a line 57.00 feet south of and parallel with said north line of the Southeast Quarter; thence South 89 degrees 23 minutes 47 seconds West along said parallel line a distance of 98.07 feet; thence North 54 degrees 55 minutes 31 seconds West a distance of 37.72 feet, to a line 35.00 feet south of and parallel with said north line of the East Half of the Southwest Quarter and the north line of said Southeast Quarter; thence South 89 degrees 23 minutes 47 Seconds West along said parallel line a distance of 1838.65 feet, to the west line of said East Half of the Southwest Quarter; thence North 01 degrees 30 minutes 11 seconds West along said west line a distance of 21.00 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.931 acres, more or less or 40,561 square feet, more or less.

**TEMPORARY CONSTRUCTION
EASEMENT AGREEMENT**

THIS AGREEMENT is made as of this ____
day of _____, 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: 28-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0405 Temporary
Easement 2
Index No.: 03-28-300-002

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

Commencing at the northwest corner of said East Half of the Southwest Quarter; thence South 01 degrees 30 minutes 11 seconds East along the west line of said East Half of the Southwest Quarter a distance of 50.00 feet, to a line 50.00 feet south of and parallel with the north line of said East Half of the Southwest Quarter and the north line of said Southeast Quarter and the Point of Beginning; thence North 89 degrees 23 minutes 47 seconds East along said parallel line a distance of 1817.56 feet; thence South 00 degrees 36 minutes 13 seconds East a distance of 5.00 feet, to a line 55.00 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 22.99 feet; thence South 54 degrees 55 minutes 31 seconds East a distance of 29.15 feet, to a line 72.00 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 115.39 feet, to the center line of the Oswego and Plainfield Road; thence South 40 degrees 23 minutes 55 seconds West along said center line a distance of 39.05 feet, to a line 102.00 feet south of and parallel with said north line of the Southeast Quarter; thence South 89 degrees 23 minutes 47 seconds West along said parallel line a distance of 150.04 feet; thence North 54 degrees 55 minutes 31 seconds West a distance of 37.72 feet, to a line 80.00 feet south of and parallel with said north line of the East Half of the Southwest Quarter and the north line of said Southeast Quarter; thence South 89 degrees 23 minutes 47 Seconds West along said parallel line a distance of 1823.46 feet, to the west line of said East Half of the Southwest Quarter; thence North 01 degrees 30 minutes 11 seconds West along said west line a distance of 30.00 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 1.375 acres, more or less or 59,882 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:

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 2)
Section: 30-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0416 Permanent
Easement
Index No.: 03-30-400-005

That part of the Southeast Quarter of Section 30, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northeast corner of said Southeast Quarter of Section 30; thence South 02 degrees 02 minutes 10 seconds East along the east line of said Southeast Quarter of Section 30 a distance of 100.04 feet, to the south line of property conveyed to the County of Kendall per Document Number 2023-00000482 and the Point of Beginning; thence continuing South 02 degrees 02 minutes 10 seconds East along said east line a distance of 15.01 feet; thence South 89 degrees 39 minutes 19 seconds West a distance of 96.00 feet; thence North 00 degrees 14 minutes 04 seconds East a distance of 18.80 feet, to the southerly line of said property conveyed to the County of Kendall per Document Number 2023-00000482 being a non-tangential curve to the left; thence easterly along said southerly line and non-tangential curve to the left, having a radius of 1100.00 feet, an arc length of 91.37 feet, a chord bearing of South 87 degrees 57 minutes 38 seconds East, and a chord distance of 91.36 feet, to a non-tangential line; thence North 89 degrees 39 minutes 19 seconds East along said non-tangential line being the south line of said property conveyed to the County of Kendall per Document Number 2023-00000482 a distance of 4.09 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.036 acres, more or less or 1,551 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: 30-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0416 Temporary
Easement
Index No.: 03-30-400-005

That part of the Southeast Quarter of Section 30, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northeast corner of said Southeast Quarter of Section 30; thence South 02 degrees 02 minutes 10 seconds East along the east line of said Southeast Quarter of Section 30 a distance of 115.05 feet to the Point of Beginning; thence South 89 degrees 39 minutes 19 seconds West a distance of 96.00 feet; thence North 00 degrees 14 minutes 04 seconds East a distance of 18.80 feet, to the southerly line of said property conveyed to the County of Kendall per Document Number 2023-00000482 being a non-tangential curve to the right; thence westerly along said southerly line and non-tangential curve to the right, having a radius of 1100.00 feet, an arc length of 30.11 feet, a chord bearing of North 84 degrees 47 minutes 47 seconds West, and a chord distance of 30.11 feet; thence South 00 degrees 14 minutes 04 seconds West a distance of 51.71 feet; thence North 89 degrees 39 minutes 19 seconds East a distance of 127.19 feet, to said east line of the Southeast Quarter of Section 30; thence North 02 degrees 02 minutes 10 seconds West along said east line a distance of 30.01 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.101 acres, more or less or 4,403 square feet, more or less.