



## AGENDA – Board of Commissioners

Thursday, May 21, 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 April 16, 2026 Regular Meeting of the DuPage Water Commission and the Executive Session Meeting Minutes of April 16, 2026. (Voice Vote)

- V. Treasurer’s Report

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

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

- VI. Committee Reports

### A. Finance Committee

1. Report of 05/21/26 Finance Committee

### B. Administration Committee

1. Report of 05/21/26 Administration Committee
2. Resolution No. R-33-26: A Resolution Authorizing the Purchase of three (3) Budgeted FY-26/27 Vehicles via the Suburban Purchasing Cooperative, and Ancillary Equipment, at a not to exceed cost of \$210,000.

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

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

### C. Engineering & Construction Committee

1. Report of 05/21/26 Engineering & Construction Committee

2. Resolution No. R-34-26: A Resolution Authorizing the General Manager to Purchase Materials and Services to Maintain Water Quality Analyzers and Ancillary Equipment from Hach Chemical Company at a total not-to-exceed \$100,000 for Fiscal Year 26/27.

(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-35-26: A Resolution Authorizing the General Manager to Purchase Materials and Labor Services for the Commission’s Emergency Generator System at a Cost Not-To-Exceed \$100,000 for Fiscal Year 26/27 from Altorfer Power Systems.

(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-36-26: A Resolution Authorizing the General Manager to Purchase Materials and Labor Services to Maintain High Lift Pump and Motor Bearing Systems at a Cost Not-To-Exceed \$100,000 for Fiscal Year 26/27 from Kingsbury Inc.

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

5. Resolution No. R-37-26: A Resolution Authorizing the General Manager to Purchase Replacement Mechanical Seals, Associated Parts, and Labor Service for the Commission’s High-Lift Pumps, at a cost not to exceed \$100,000.00 for Fiscal Year 26/27 from Superior Industrial Equipment.

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

6. Resolution No. R-38-26: A Resolution Authorizing the General Manager to Purchase Material and Services to Maintain Electric Motors for High-Lift Pumping Equipment at a Cost-Not-to Exceed \$100,000 for Fiscal Year 26/27 from Electric Machinery/WEG Group.

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

7. Resolution No. R-39-26 A Resolution Authorizing the General Manager to Purchase Materials and Labor Services for the Commission’s Building Automation System at a Cost Not-To-Exceed \$100,000 for Fiscal Year 26/27 from Schneider Electric.

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

8. Resolution No. R-40-26: A Resolution to Approve & Ratify Certain Revised Work Authorization Orders Under Quick Response Contract QR-13/25 WAO 005 with Neri Construction Co., Inc., at an estimated additional cost of \$43,000.

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

9. Resolution No. R-41-26: A Resolution to Approve & Ratify Certain Work Authorization Orders Under Quick Response Contract QR-13/25 WAO 009 with Neri Construction Co., Inc., at an estimated cost of \$18,500.

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

10. Resolution No. R-42-26: A Resolution Approving and Ratifying a Third Amendment to Task Order No. 01 Under a Master Contract with Carollo Engineers for additional project management, construction support, and project meetings for the extended period at the negotiated cost of additional services \$51,299.33.

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

11. Resolution No. R-43-26: A Resolution Approving and Ratifying a First Amendment to Task Order No. 05 Under a Master Contract with Strand Associates to extend the Resident Engineering and Construction Phase Services to align with the extension of the SCADA Replacement Project at no additional cost.

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

12. Resolution No. R-44-26: A Resolution Approving Task Order No. 03 Under a Master Contract with Corpro Companies, Inc. for Test Point Survey across the Commission's transmission and distribution system piping, covering a distance of nearly 185 miles, at a not-to-exceed cost of \$59,700.

(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)

13. Resolution No. R-45-26: A Resolution Approving and Ratifying a First Amendment to Task Order No. 07 Under a Master Contract with Burns & McDonnell, Engineering Co., Inc., for Program Management Services and TW-6/25 Section 2 Bid Package Construction Engineering at no additional cost.

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

14. Resolution No. R-46-26: A Resolution Authorizing the Execution of Task Order No. 4 Under a Master Services Agreement with Stanley Consultants, Inc., for additional permitting work on the WaterLink Project at a not-to-exceed cost of \$87,246.

(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)

15. Resolution No. R-47-26: A Resolution Authorizing the Execution of Task Order No. 5 Under a Master Services Agreement with Stanley Consultants, Inc., for indeterminate permitting needs as it relates to the WaterLink Pipeline Project, in the amount of \$30,000.

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

16. Resolution No. R-48-26: A Resolution Approving and Ratifying a First Amendment to Task Order No. 03 Under a Master Contract with Arcadis US, Inc., to Serve as the Environmental Contractor of Choice (ECOC) on the WaterLink Project at a cost of \$8,166,151.

(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)

17. Resolution No. R-49-26: A Resolution Approving and Ratifying Certain Task Order Amendments Under a Master Contract with Arcadis USA, Inc. to Perform a Risk & Resilience Assessment and Development of an Emergency Response Plan at a cost of \$210,000.

(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)

18. Resolution No. R-50-26: A Resolution Approving Task Order No. 3 Under a Master Contract with Delve Underground to Perform Lake Michigan Geotechnical Services in the amount of \$150,000.

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

RECOMMENDED MOTION: To adopt item numbers 2 through 18 under the Engineering & Construction Committee Report section of the agenda in a single group pursuant to the Omnibus Vote procedures. (Roll Call)

VII. Accounts Payable

A. April 2026

1. Approval of Accounts Payable invoices received.

RECOMMENDED MOTION: To approve the Accounts Payable in the amount of \$10,361,097.30 DWC \$92,369.25 WaterLink (April 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 \$1,976,125.00 DWC \$11,684,700.00 WaterLink (April 2026) subject to submission of all contractually required documentation, for invoices that have not yet been received but have been estimated (Roll Call).

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

VIII. Chairman's Report

IX. Old Business

X. New Business

XI. Executive Session

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

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

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

XII. Matters referred from Executive Session

- A. Ordinance O-16-26: An Ordinance Authorizing the Negotiation for the Acquisition of Easements by the DuPage Water Commission Over Certain Property for the Purpose of Providing Water to the Village of Montgomery, the Village of Oswego and the United City of Yorkville, Phase I.

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

- B. Ordinance O-17-26: 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)

- C. Ordinance O-18-26: An Ordinance Providing for the Acquisition Through Negotiation or Condemnation of Easements by the DuPage Water Commission Over Certain Property for the Purpose of Providing Water to the Village of Montgomery, the Village of Oswego and the United City of Yorkville, Phase II

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

XIII. Adjournment

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

**Minutes of a Meeting  
of the**

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**BOARD OF COMMISSIONERS**

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

April 16, 2026

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

II. Roll Call

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

Commissioners absent: S. Greaney, K. Romano,

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 Honig moved 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. Seconded by Commissioner Russo.

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

Nay: None

Absent: S. Greaney, K. Romano

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

Commissioner Saverino moved to open the Customer Hearing regarding the Management Budget Ordinance for the Fiscal Year Commencing May 1, 2026 and Ending April 30, 2027, seconded by Commissioner Russo. Unanimously approved by a roll call vote.

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

Nay: None

Absent: S. Greaney, K. Romano

With no comments presented, Commissioner Cuzzone moved to close the Customer Hearing regarding the Management Budget Ordinance for the Fiscal Year Commencing May 1, 2026 and Ending April 30, 2027, seconded by Commissioner Fennell. Unanimously approved by a roll call vote.

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

Nay: None

Absent: S. Greaney, K. Romano

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

Commissioner Pruyn moved 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, seconded by Commissioner Russo unanimously approved by a roll call vote.

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

Nay: None

Absent: S. Greaney, K. Romano

With no comments presented, Commissioner Van Vooren moved 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. Seconded by Commissioner Saverino, unanimously approved by a roll call vote.

Ayes: N. Cuzzone, J. Fennell, A. Honig, T. Noonan, D. Novotny, J. Pruyn, D. Russo, P. Suess, D. Van Vooren, J. Zay

Nay: None

Absent: S. Greaney, K. Romano

VII. Treasurer's Report

Chairman Zay asked for a motion to accept the March 2026 Treasurer's Report.

Commissioner Pruyn moved to accept the March 2026 Treasurer's Report, seconded by Commissioner Cuzzone, unanimously approved by a voice vote. All aye, motion carried.

VIII. Committee Reports

**A. Finance Committee.**

Item 1: Commissioner Suess gave a brief committee update.

Item 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.

Commissioner Suess made a motion to approve Item 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, seconded by Commissioner Russo, unanimously approved by a Roll Call Vote.

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

Nay: None

Absent: S. Greaney, K. Romano

Item 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.

Commissioner Suess made a motion to approve Item 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, seconded by Commissioner Russo, unanimously approved by a Roll Call Vote.

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

Nay: None

Absent: S. Greaney, K. Romano

Item 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.

Commissioner Suess made a motion to approve Item 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., seconded by Commissioner Russo, unanimously approved by a Roll Call Vote.

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

Nay: None

Absent: S. Greaney, K. Romano

Item 5: Ordinance O-14-26: Annual Budget and Appropriation Ordinance for the Fiscal Year Commencing May 1, 2026 and Ending April 30, 2027.

Commissioner Suess made a motion to approve Item 5, Ordinance O-14-26: Annual Budget and Appropriation Ordinance for the Fiscal Year Commencing May 1, 2026 and Ending April 30, 2027, seconded by Commissioner Russo, unanimously approved by a Roll Call Vote.

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

Nay: None

Absent: S. Greaney, K. Romano

**B. Administration Committee**

Item 1: Commissioner Van Vooren gave a brief committee update.

Item 2: Resolution No. R-28-26: A Resolution Authorizing the Execution of a 12-month Consulting Agreement with CDW-G for IT Cyber Security at a cost of \$140,257.30

Item 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), as amended due to a scrivener's error.

Commissioner Van Vooren moved to adopt items 2 and 3 under the Administration Committee Report section of the agenda in a single group pursuant to the Omnibus Vote procedures. Seconded by Commissioner Noonan, unanimously approved by a Roll Call Vote.

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

Nay: None

Absent: S. Greaney, K. Romano

### **C. Engineering & Construction Committee**

Item 1: Commissioner Fennell gave a brief update.

Item 2: Resolution No. R-29-26: A Resolution to Approve & Ratify Certain Work Authorization Orders Under Quick Response Contract QR-13/25with John Neri Construction Co., at an estimated cost of \$30,690.

Item 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 a not to exceed cost of \$33,000.

Item 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) increasing the net Contract Price by \$99,938.74, for a revised contract price of \$15,822,144.02.

Commissioner Fennell moved adopt numbers 2 through 4 under the Engineering & Construction Committee Report section of the agenda in a single group pursuant to the Omnibus Vote Procedures seconded by Commissioner Honig, unanimously approved by a Roll Call Vote.

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

Nay: None

Absent: S. Greaney, K. Romano

## **IX. Accounts Payable**

### **A. March 2026**

Item 1: 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).

Chairman Zay asked for a motion to approve the accounts payable disbursements, with the estimated accounts payable for March 2026. Commissioner Russo moved, seconded by Commissioner Fennell and unanimously approved by a roll call vote.

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

Nay: None

Absent: S. Greaney, K. Romano

Item 2: 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).

Chairman Zay asked for a motion to approve the accounts payable disbursements, with the estimated accounts payable for March 2026. Commissioner Van Vooren moved, seconded by Commissioner Cuzzone and unanimously approved by a roll call vote.

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

Nay: None

Absent: S. Greaney, K. Romano

#### X. Chairman's Report

Chairman Zay reminded all Commissioners to file the Statements of Economic Interest and Ethics if they had not yet done so.

A meeting of suburban Mayors was convened to further discuss governance for the source water project and what a successful concept would include. Significant progress was made, and will be further discussed and refined at a meeting next week. The Board will be updated as the concept is further developed; ultimately resulting in an IGA to advance the work and select a program manager.

General Manager May gave a brief update on an underground contractor's event attended by DWC. General Manager May went on to summarize WaterCon 2026 for the Commissioners and a few of the highlights, including presentations by staff and consultants.

General Manager May noted that the Commission is being proactive and thoughtful by introducing emerging technology to improve efficiency, documentation, employee safety, and cost. A DWC track pipe inspection robot has been purchased and is in preliminary testing in the field to document internal conditions of the new WaterLink pipe. A drone operator has been selected for water tower cleaning, which has reduced cost and worked well. Lastly, a camera system has been requisitioned which can be lowered into deep manholes for simple inspections which will reduce inspection time as well as potential impacts to employees due to air quality and climbing/safety harnessing.

XI. Old Business  
No Old Business was offered.

XII. New Business  
No New Business was offered.

XIII. 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), and to discuss the setting of a price for sale or lease of property owned by the DuPage Water Commission 5 ILCS 120/2(c)(6). Commissioner Russo made the motion, seconded by Commissioner Saverino and unanimously approved by a roll call vote.

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

Nay: None

Absent: S. Greaney, K. Romano

The Commission went into Executive Session at 6:52 PM.

Commissioner Honig moved to come out of Executive Session at 7:10 PM, seconded by Commissioner Russo and unanimously approved by a roll call vote .

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

Nay: None

Absent: S. Greaney, K. Romano

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

Chairman Zay asked for a motion to approve 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, J. Fennell, A. Honig, T. Noonan, D. Novotny, J. Pruyn, D. Russo, F. Saverino, P. Suess, D. Van Vooren, J. Zay

Nay: None

Absent: S. Greaney, K. Romano

XIV. Adjournment

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

Meeting adjourned at 7:12 PM.



## MEMORANDUM

**To:** Chairman and Commissioners  
**From:** Bill Fates, Treasurer  
**Date:** 4/7/2026  
**Subject:** TREASURER'S REPORT – April 30, 2026

I am pleased to report that I have reviewed and approved all journal entries and bank reconciliations for the month of April. 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 \$155.1 million on April 30<sup>th</sup>, an increase of \$0.9 million compared to the previous month. Waterlink escrow balances decreased by \$5.3 million.
2. The month end balances in the BMO Harris checking and money market accounts were \$6.5 million and \$9.0 million, respectively.
3. During the month of April, corporate notes decreased by \$2.6 million. U.S. Treasury and ABS/Collateralized Mortgage Obligations increased by \$1.3 million and \$1.8 million, respectively.
4. The current holdings of cash and investments are in compliance with the approved investment policy.
5. For the year-ended April 30, 2026, the Commission's cash and investments increased a total of \$5.4 million. The Waterlink Escrow Account increased by \$49.2 million.
  - The Operating & Maintenance Account increased by \$1.6 million for an ending balance of \$15.5 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 \$2.1 million for a balance of \$54.9 million.
  - The Long-Term Capital Reserve Account increased by approximately \$1.6 million for a balance of \$29.7 million, which includes a \$600,000 transfer from the General Fund.
  - The Capital Reserve Fund increased by approximately \$2.2 million for a balance of \$51.8 million.

<b>ACCOUNT</b>	<b>Balance 4/30/2025</b>	<b>4/30/2026</b>	<b>Increase (Decrease)</b>
Operations & Maintenance	\$ 13,910,843	\$ 15,505,424	\$ 1,594,581
General Account	5,295,626	3,182,715	(2,112,911)
Operating Reserve	52,796,982	54,896,226	2,099,244
Long-Term Capital Reserve	28,073,976	29,694,437	1,620,461
Capital Reserve	49,691,109	51,846,460	2,155,351
<b>Total Cash &amp; Investments</b>	<b>\$ 149,768,536</b>	<b>\$ 155,125,262</b>	<b>\$ 5,356,726</b>
<b>Waterlink Escrow</b>	<b>35,673,160</b>	<b>84,898,202</b>	<b>49,225,042</b>

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

1. The average yield to maturity on the Commission’s investments was 3.80%, up slightly from the prior month average yield to maturity of 3.79%. The amortized cost of our investments was \$148.6 million on April 30<sup>th</sup>. The average yield to maturity on Waterlink’s investments was 3.81%.
2. The portfolio ended the month of April 2026 with \$625,000 of unrealized losses, compared to \$64,000 of unrealized gains on April 30, 2025.
3. The maturity distribution, excluding money market accounts but including Waterlink investments, was as follows: 0-1 year 40%, >1<3 years 36%, >3<5 years 17%, and >5 years 7%.

**Statement of Cash Flows (Page 13)**

1. The statement of cash flow shows a breakdown of the \$5.4 million increase in cash and investments for the fiscal year. Waterlink escrow funds increased \$49.2 million.
2. Operating activities increased cash by approximately \$4.4 million as of the end of April 2026.
3. The decrease in Loans Receivable increased cash by approximately \$483,000.
4. Capital Assets purchased were \$5.6 million.
5. Cash flow from investment activity generated approximately \$5.8 million of income.

**Reserve Analysis (Page 14)**

1. The Operating Reserve account was \$54.9 million, which is approximately 125 days, this amount meets the minimum balance per the current reserve policy. The Operating and Maintenance Account was \$13.3 million, which is a balance currently sufficient to cover an estimated 30 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 April 30<sup>th</sup>.

Respectfully submitted,



Bill Fates, CPA  
Treasurer

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DuPAGE WATER COMMISSION  
 TREASURER'S REPORT  
 SUMMARY OF CASH AND INVESTMENTS  
 4/30/2026

FUNDS CONSIST OF:	4/30/2026	3/31/2026	Increase/(Decrease)
PETTY CASH	\$ 1,300.00	\$ 1,300.00	\$ -
OPERATING & MAINTENANCE	6,504,497.01	5,996,031.67	508,465.34
<b>TOTAL CASH</b>	<b>\$ 6,505,797.01</b>	<b>\$ 5,997,331.67</b>	<b>\$ 508,465.34</b>
BMO HARRIS MONEY MARKET FUNDS	\$ 8,999,626.81	\$ 8,979,971.74	\$ 19,655.07
IIIT MONEY MARKET FUNDS	684,044.89	331,660.38	352,384.51
U. S. TREASURY INVESTMENTS	65,756,721.19	64,492,476.54	1,264,244.65
U. S. AGENCY INVESTMENTS	3,872,019.67	4,590,894.30	(718,874.63)
MUNICIPAL BONDS	1,845,016.20	1,545,050.91	299,965.29
COMMERCIAL PAPER	3,161,352.24	3,160,918.49	433.75
ASSET BACKED SEC/COLLATERALIZED MORTGAGE OBLIG	26,645,732.21	24,865,614.97	1,780,117.24
CERTIFICATES OF DEPOSIT	0.00	0.00	-
CORPORATE NOTES	37,654,952.05	40,259,864.08	(2,604,912.03)
<b>TOTAL INVESTMENTS</b>	<b>\$ 148,619,465.26</b>	<b>\$ 148,226,451.41</b>	<b>\$ 393,013.85</b>
<b>DWC TOTAL CASH AND INVESTMENTS</b>	<b>\$ 155,125,262.27</b>	<b>\$ 154,223,783.08</b>	<b>\$ 901,479.19</b>
WATERLINK CASH	\$ 9,326,692.90	\$ 10,882,884.92	\$ (1,556,192.02)
WATERLINK INVESTMENTS	75,571,508.73	79,329,450.68	(3,757,941.95)
<b>WATERLINK ESCROW</b>	<b>\$ 84,898,201.63</b>	<b>\$ 90,212,335.60</b>	<b>\$ (5,314,133.97)</b>

	4/30/2026	3/31/2026	% CHANGE
BMO HARRIS MONEY MARKET FUNDS	6.2%	6.1%	106.2%
IIIT MONEY MARKET FUNDS	0.5%	0.2%	0.2%
U. S. TREASURY INVESTMENTS	44.2%	43.5%	2.0%
U. S. AGENCY INVESTMENTS	2.6%	3.1%	-15.7%
MUNICIPAL BONDS	1.2%	1.0%	19.4%
COMMERCIAL PAPER	2.1%	2.1%	0.0%
ASSET BACKED SEC/COLLATERALIZED MORTGAGE OBLIG	17.9%	16.8%	7.2%
CERTIFICATES OF DEPOSIT	0.0%	0.0%	N/A
CORPORATE NOTES	25.3%	27.2%	-6.5%
<b>TOTAL INVESTMENTS</b>	<b>100.0%</b>	<b>100.0%</b>	<b>0.3%</b>

Note 1 - Investments are carried at amortized cost.

DuPAGE WATER COMMISSION  
INVESTMENTS  
(Unaudited)  
April 30, 2026

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 04/30/26
<b>Water Fund Oper. &amp; Maint. Acct. (01-121103)</b>										
BMO Harris - Money Market	2.663%	04/30/26	05/01/26	1	2.663%	\$ 8,999,626.81	\$ 8,999,626.81	0.00	\$ 8,999,626.81	-
<b>Water Fund General Account (01-121700)</b>										
IIIT - Money Market	3.670%	04/30/26	05/01/26	1	3.670%	21,363.12	21,363.12	0.00	21,363.12	-
Ionic Funding LLC	0.000%	02/10/26	05/07/26	7	3.780%	1,040,000.00	1,030,608.80	8,736.00	1,039,344.80	-
Sheffield Receivables	0.000%	03/06/26	06/11/26	42	3.780%	1,135,000.00	1,123,440.03	6,673.80	1,130,113.83	-
MUFG Bank	0.000%	04/17/26	07/17/26	78	3.790%	1,000,000.00	990,419.72	1,473.89	991,893.61	-
	Weighted Avg Maturity			42	3.782%	\$ 3,196,363.12	\$ 3,165,831.67	\$ 16,883.69	\$ 3,182,715.36	\$ -
<b>Water Fund Operating Reserve (01-121800)</b>										
IIIT - Money Market	3.670%	04/30/26	05/01/26	1	3.670%	121,103.73	121,103.73	0.00	121,103.73	-
US Treasury Notes	1.250%	02/14/22	12/30/26	244	1.930%	535,000.00	518,239.45	14,464.33	532,703.78	2,235.32
US Treasury Notes	4.125%	05/06/25	02/28/27	304	3.880%	535,000.00	537,236.13	(1,194.59)	536,041.54	3,718.10
US Treasury Notes	4.500%	03/13/25	05/15/27	380	3.960%	530,000.00	535,879.69	(3,007.40)	532,872.29	11,002.62
US Treasury Notes	2.375%	07/06/22	05/15/27	380	2.910%	650,000.00	634,333.99	12,319.10	646,653.09	7,121.72
US Treasury Notes	3.875%	10/06/25	05/31/27	396	3.600%	200,000.00	200,859.38	(289.98)	200,569.40	3,236.26
US Treasury Notes	3.875%	07/22/25	05/31/27	396	3.870%	590,000.00	590,023.05	(8.81)	590,014.24	9,546.98
US Treasury Notes	2.625%	06/03/22	05/31/27	396	2.920%	750,000.00	739,716.80	8,055.08	747,771.88	8,221.15
US Treasury Notes	2.625%	10/11/24	05/31/27	396	3.910%	775,000.00	750,236.33	14,293.34	764,529.67	8,495.19
US Treasury Notes	3.250%	08/05/22	06/30/27	426	2.780%	850,000.00	868,062.50	(13,773.92)	854,288.58	9,233.77
US Treasury Notes	3.375%	10/03/24	09/15/27	503	3.520%	600,000.00	597,492.19	1,309.93	598,802.12	2,586.28
US Treasury Notes	3.500%	10/29/25	09/30/27	518	3.500%	200,000.00	199,984.38	4.12	199,988.50	592.90
US Treasury Notes	3.500%	10/29/25	09/30/27	518	3.500%	250,000.00	249,990.23	2.59	249,992.82	741.12
US Treasury Notes	3.875%	01/21/26	11/30/27	579	3.590%	380,000.00	381,929.69	(276.94)	381,652.75	6,148.90
US Treasury Notes	3.500%	02/02/23	01/31/28	641	3.640%	650,000.00	645,962.89	2,620.58	648,583.47	5,656.08
US Treasury Notes	2.750%	09/03/24	02/15/28	656	3.750%	2,625,000.00	2,540,712.89	39,145.38	2,579,858.27	14,955.97
US Treasury Notes	3.625%	01/26/26	03/31/28	701	3.610%	175,000.00	175,034.18	(3.69)	175,030.49	537.31
US Treasury Notes	3.500%	05/02/23	04/30/28	731	3.600%	1,500,000.00	1,493,320.31	4,007.81	1,497,328.12	142.66
US Treasury Notes	1.250%	01/14/26	05/31/28	762	3.550%	200,000.00	189,609.38	1,238.39	190,847.77	1,043.96
US Treasury Notes	1.250%	01/23/26	05/31/28	762	3.640%	210,000.00	198,778.13	1,236.39	200,014.52	1,096.15
US Treasury Notes	3.625%	06/05/23	05/31/28	762	3.700%	750,000.00	747,539.06	1,433.07	748,972.13	11,353.02
US Treasury Notes	4.375%	11/05/24	08/31/28	854	4.190%	575,000.00	578,661.13	(1,356.84)	577,304.29	4,238.28
US Treasury Notes	1.500%	01/04/24	11/30/28	945	3.970%	650,000.00	578,982.43	33,606.53	612,588.96	4,071.43
US Treasury Notes	3.500%	01/20/26	12/15/28	960	3.650%	115,000.00	114,523.83	43.59	114,567.42	1,514.90
US Treasury Notes	1.375%	02/05/24	12/31/28	976	4.020%	500,000.00	441,660.15	26,580.30	468,240.45	2,298.00
US Treasury Notes	3.500%	03/05/26	02/15/29	1,022	3.440%	700,000.00	701,175.78	(59.44)	701,116.34	5,075.97
US Treasury Notes	3.500%	03/16/26	03/15/29	1,050	3.750%	950,000.00	943,208.98	272.74	943,481.72	4,246.60
US Treasury Notes	2.375%	04/08/26	03/31/29	1,066	3.880%	560,000.00	536,550.00	472.59	537,022.59	1,126.50
US Treasury Notes	4.125%	03/31/26	03/31/29	1,066	4.010%	650,000.00	652,158.20	(57.33)	652,100.87	2,271.00
US Treasury Notes	3.875%	06/05/25	09/30/29	1,249	3.960%	825,000.00	822,131.84	562.94	822,694.78	2,707.74
US Treasury Notes	4.125%	01/21/26	10/31/29	1,280	3.750%	325,000.00	329,214.84	(286.77)	328,928.07	36.43
US Treasury Notes	4.000%	12/05/24	10/31/29	1,280	4.150%	1,200,000.00	1,192,078.13	2,110.35	1,194,188.48	130.43
US Treasury Notes	3.875%	09/04/25	11/30/29	1,310	3.720%	685,000.00	689,174.22	(603.21)	688,571.01	11,084.20
US Treasury Notes	3.875%	02/07/25	11/30/29	1,310	4.340%	1,000,000.00	980,156.25	4,685.37	984,841.62	16,181.32
US Treasury Notes	3.875%	01/07/25	12/31/29	1,341	4.360%	775,000.00	758,289.06	4,073.63	762,362.69	10,038.07
US Treasury Notes	3.500%	03/04/25	01/31/30	1,372	4.070%	700,000.00	682,308.59	3,871.92	686,180.51	6,091.16
US Treasury Notes	3.875%	12/26/25	04/30/30	1,461	3.690%	360,000.00	362,657.81	(196.95)	362,460.86	37.91
US Treasury Notes	4.000%	01/15/26	05/31/30	1,492	3.670%	195,000.00	197,559.38	(157.51)	197,401.87	3,257.14
US Treasury Notes	3.750%	08/05/25	06/30/30	1,522	3.990%	850,000.00	841,068.36	1,236.07	842,304.43	10,654.35
US Treasury Notes	3.875%	09/04/25	07/31/30	1,553	3.760%	150,000.00	150,761.72	(93.46)	150,668.26	1,445.10
US Treasury Notes	4.125%	10/06/25	08/31/30	1,584	3.680%	960,000.00	978,937.50	(2,029.93)	976,907.57	6,671.74
US Treasury Notes	4.625%	11/06/25	09/30/30	1,614	3.720%	400,000.00	416,031.25	(1,454.43)	414,576.82	1,566.94
US Treasury Notes	4.000%	02/10/26	01/31/31	1,737	3.770%	300,000.00	303,093.75	(126.16)	302,967.59	2,983.43
US Treasury Notes	4.250%	03/26/26	02/28/31	1,765	3.990%	185,000.00	187,088.48	(37.08)	187,051.40	1,324.66
US Treasury Notes	4.250%	03/11/26	02/28/31	1,765	3.750%	625,000.00	638,940.43	(355.50)	638,584.93	4,475.20
US Treasury Notes	4.125%	04/23/26	03/31/31	1,796	3.930%	160,000.00	161,400.00	(5.08)	161,394.92	559.02
New York St Dorm Auth Municipal Bonds	2.888%	03/25/22	03/15/27	319	2.890%	185,000.00	185,000.00	0.00	185,000.00	682.69
NYC Transitional	4.619%	05/29/25	05/01/29	1,097	4.620%	145,000.00	145,000.00	0.00	145,000.00	3,348.78
Hawaii St	4.212%	04/30/26	04/01/31	1,797	4.210%	145,000.00	145,000.00	0.00	145,000.00	16.97
FN AL2092	3.000%	03/06/18	07/01/27	427	2.980%	12,510.16	12,525.80	(13.58)	12,512.22	31.28
FN AP4718	2.500%	07/20/18	08/01/27	458	2.750%	20,384.91	19,980.40	345.88	20,326.28	42.47
Fannie Mae Pool	3.500%	04/05/18	02/01/28	642	3.230%	31,234.25	31,946.78	(581.64)	31,365.14	91.10
Fannie Mae Pool	3.500%	04/05/18	03/01/28	671	3.230%	5,646.68	5,775.49	(104.27)	5,671.22	16.47
FR ZT1267	2.500%	08/21/19	05/01/28	732	3.230%	22,640.83	22,955.68	(240.54)	22,715.14	47.17
FN CA1940	4.000%	07/11/18	06/01/28	763	3.640%	25,277.07	26,027.49	(588.31)	25,439.18	84.26
FNMA Pool #AU1266	3.000%	10/31/17	07/01/28	793	2.720%	42,375.22	43,454.47	(854.68)	42,599.79	105.94
FG J32374	2.500%	02/17/22	11/01/28	916	2.220%	69,788.46	71,009.77	(761.56)	70,248.21	145.39
Fannie Mae Pool	4.000%	03/18/19	03/01/29	1,036	3.630%	21,761.20	22,431.03	(475.96)	21,955.07	72.54
FNMA Pool #AS4197	3.500%	07/16/15	01/01/30	1,342	3.000%	23,803.27	25,201.71	(1,039.00)	24,162.71	69.43
FHLMC Pool #U49048	3.000%	03/17/16	08/01/30	1,554	2.630%	52,245.82	54,539.74	(1,611.23)	52,928.51	130.61
FNMA Pool #AL7738	3.500%	02/17/16	11/01/30	1,646	2.960%	49,413.59	52,617.75	(2,213.63)	50,404.12	144.12

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE	YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 04/30/26	
FR Z57331	3.000%	02/13/20	12/01/30	1,676	2,600%	97,109.99	100,781.96	(2,098.67)	98,683.29	242.77
FN FM1082	3.000%	08/19/19	09/01/31	1,950	2,720%	56,745.61	58,385.91	(907.93)	57,477.98	141.86
FG G16720	3.500%	01/25/19	11/01/31	2,011	3,340%	51,783.13	52,616.51	(472.60)	52,143.91	151.03
FG G16635	3.000%	04/18/19	02/01/32	2,103	2,930%	95,197.42	95,952.32	(413.79)	95,538.53	237.99
FN FS2986	4.000%	10/21/22	10/01/32	2,346	4,370%	180,794.76	175,427.41	1,891.38	177,318.79	602.65
Fannie Mae Pool	3.500%	02/13/18	01/01/33	2,438	3,300%	59,557.08	60,934.34	(756.72)	60,177.62	173.71
Freddie Mac Pool	4.000%	06/07/18	02/01/33	2,469	3,730%	22,609.47	23,291.29	(366.28)	22,925.01	75.36
FN CA1455	4.000%	12/20/18	03/01/33	2,497	3,760%	90,459.56	92,812.93	(1,214.73)	91,598.20	301.53
FN BM5830	3.500%	06/05/19	04/01/34	2,893	3,180%	108,658.62	112,733.32	(1,884.56)	110,848.76	316.92
FN FM0047	3.000%	06/17/21	12/01/34	3,137	2,450%	131,939.70	140,289.01	(3,008.36)	137,280.65	329.85
FN FM2694	3.000%	06/05/19	03/01/35	3,227	2,570%	133,035.58	140,186.25	(2,907.94)	137,278.31	332.59
FR SB0759	4.500%	10/18/22	03/01/35	3,227	4,630%	154,689.31	152,755.69	549.81	153,305.50	580.08
FR SB0364	3.500%	06/21/21	06/01/35	3,319	2,830%	117,936.24	127,076.29	(3,166.38)	123,909.91	343.98
FR SB0666	4.000%	05/13/22	06/01/35	3,319	3,750%	228,677.71	234,680.51	(1,811.78)	232,868.73	762.26
FN FM3701	2.500%	07/27/20	07/01/35	3,349	2,040%	129,496.09	137,083.74	(2,913.57)	134,170.17	269.78
FR SB0361	3.000%	03/20/23	07/01/35	3,349	3,530%	221,197.25	209,618.95	2,919.97	212,538.92	552.99
FN FM5714	4.000%	03/19/21	11/01/35	3,472	3,230%	79,199.44	86,277.90	(2,461.37)	83,816.53	264.00
FNA 2018-M2 A2	3.003%	04/08/25	01/01/28	611	4,070%	457,889.10	444,903.65	4,736.29	449,639.94	1,154.53
FHMS K140 A1	3.400%	07/14/22	06/01/28	763	3,400%	188,000.94	187,998.67	1.45	188,000.12	532.67
FNA 2023-M6 A2	4.190%	07/31/23	07/01/28	793	4,580%	664,418.30	653,154.33	6,215.91	659,370.24	2,319.93
FHMS K507 A2	4.800%	04/07/26	09/01/28	855	4,240%	555,000.00	562,262.70	(184.34)	562,078.36	2,220.00
FHMS K512 A2	5.000%	12/21/23	11/01/28	916	4,780%	336,257.33	339,397.30	(1,406.89)	337,990.41	1,401.07
FHMS K145 A1	4.455%	05/25/23	11/01/28	916	4,460%	557,371.06	557,369.94	0.59	557,370.53	2,069.24
FHMS K143 A1	4.377%	12/15/22	12/01/28	946	4,380%	352,538.53	352,532.53	3.36	352,535.89	1,285.88
FHMS K512 A2	4.572%	04/07/26	12/01/28	946	4,220%	540,000.00	544,872.66	(111.20)	544,761.46	2,057.40
FHMS K144 A1	4.558%	02/23/23	01/25/29	1,001	4,560%	148,978.37	148,973.76	2.48	148,976.24	565.87
FHMS K749 A2	2.120%	04/15/25	03/01/29	1,036	4,200%	375,000.00	346,567.38	7,045.04	353,612.42	662.50
FHMS K142 A1	3.902%	09/15/22	07/01/29	1,158	3,900%	236,476.22	236,467.22	4.76	236,471.98	768.94
FHMS K526 A2	4.543%	08/15/24	07/01/29	1,158	4,330%	450,000.00	454,209.30	(1,350.67)	452,858.63	1,703.63
FHMS K097 A2	2.508%	07/17/24	07/01/29	1,158	4,520%	515,000.00	468,368.36	15,356.59	483,724.95	1,076.35
FHMS K529 A2	4.791%	10/16/24	09/01/29	1,220	4,340%	300,000.00	305,996.10	(1,728.03)	304,268.07	1,197.75
FHMS K149 A1	5.007%	02/19/24	09/01/30	1,585	5,010%	520,623.59	520,608.50	4.80	520,613.30	2,172.30
FHMS K551 A2	4.165%	12/05/25	11/01/30	1,646	3,970%	345,000.00	348,044.62	(225.34)	347,819.28	1,197.44
FHR 4096 PA	1.375%	02/26/20	08/01/27	458	1,490%	31,819.92	31,561.39	213.92	31,775.31	36.46
FHS 287 150	1.500%	12/27/17	10/01/27	519	1,840%	16,526.92	16,031.11	422.16	16,453.27	20.66
FNR 2012-145 EA	1.250%	02/12/20	01/01/28	611	1,440%	19,270.36	18,997.11	213.70	19,210.81	20.07
FNR 2013-39 MP	1.750%	12/12/19	05/01/28	732	1,860%	56,106.91	55,633.51	357.65	55,991.16	81.82
FNR 2013-19 GE	2.500%	10/30/19	03/01/33	2,497	2,400%	87,886.80	88,848.06	(466.39)	88,381.67	183.10
FHR 5050 XL	1.000%	05/08/19	07/01/36	3,715	1,180%	147,346.86	148,072.08	(338.94)	147,733.14	368.37
FHR 5050 XL	1.000%	02/11/22	07/01/36	3,715	1,820%	102,541.78	100,106.40	712.70	100,819.10	85.45
FHR 4877 CA	3.000%	07/19/24	04/01/34	2,893	2,960%	218,376.01	199,097.50	2,495.01	201,592.51	181.98
FHR 5050 XA	1.000%	07/24/24	07/01/39	4,810	1,690%	262,116.44	238,280.22	2,400.04	240,680.26	218.43
FHR 5042 DA	1.000%	07/24/24	05/01/41	5,480	1,550%	261,288.02	240,140.02	1,887.78	242,027.80	217.74
FNR 2013-75 PC	2.500%	04/20/20	04/01/43	6,180	2,200%	131,183.64	138,275.75	(1,858.41)	136,417.34	273.30
FNR 2015-33 P	2.500%	02/20/20	06/01/45	6,972	2,400%	50,626.28	51,591.34	(235.95)	51,355.39	105.47
FNR 2016-19 AH	3.000%	07/13/20	04/01/46	7,276	2,580%	56,909.28	61,450.91	(1,021.65)	60,429.26	142.27
FHR 5000 LB	1.250%	08/07/20	07/01/46	7,367	1,160%	152,573.89	155,577.69	(661.98)	154,915.71	158.93
FNR 2016-79 HA	2.000%	06/05/20	11/01/46	7,490	1,830%	95,783.56	99,285.66	(779.84)	98,505.82	159.64
FNR 2019-13A	3.500%	01/23/24	04/01/49	8,372	3,840%	572,168.68	541,168.77	1,728.49	542,897.26	1,668.83
Federal Home Loan Bank Notes	1.020%	08/16/22	02/24/27	300	3,240%	780,000.00	707,608.20	59,363.05	766,971.25	1,480.70
American Honda Finance	4.900%	03/14/24	03/12/27	316	4,890%	100,000.00	100,041.00	(28.56)	100,012.44	666.94
American Honda Finance	4.900%	03/13/24	03/12/27	316	4,920%	115,000.00	114,936.75	44.15	114,980.90	766.99
American Honda Finance	4.900%	07/10/24	07/09/27	435	4,950%	345,000.00	344,554.95	261.05	344,816.00	5,259.33
BMW US Capital	4.600%	08/13/24	08/13/27	470	4,600%	185,000.00	184,985.20	8.42	184,993.62	1,843.83
UBS AG Stamford Ct	4.864%	01/10/25	01/10/28	620	4,860%	250,000.00	250,000.00	0.00	250,000.00	3,749.33
National Rural Util Corp	4.750%	02/07/25	02/07/28	648	4,770%	100,000.00	99,956.00	17.38	99,973.38	1,108.33
National Rural Util Corp	4.750%	02/07/25	02/07/28	648	4,650%	130,000.00	130,344.50	(140.16)	130,204.34	1,440.83
Mars Inc	4.600%	03/12/25	03/01/28	671	4,600%	95,000.00	94,999.05	0.45	94,999.50	728.33
Mars Inc	4.600%	03/12/25	03/01/28	671	4,530%	150,000.00	150,295.50	(111.79)	150,183.71	1,150.00
Kenvue Inc	5.050%	06/30/25	03/22/28	692	4,120%	280,000.00	286,610.80	(2,013.37)	284,597.43	1,531.83
Citigroup Inc	4.643%	05/07/25	05/07/28	738	4,640%	390,000.00	390,000.00	0.00	390,000.00	8,752.06
National Secs Clearing	5.000%	04/23/25	05/30/28	761	4,310%	250,000.00	254,195.00	(1,358.67)	252,836.33	5,243.06

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE	YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 04/30/26	
National Secs Clearing	5.000%	11/24/25	05/30/28	761 3.700%	360,000.00	368,992.80	(1,550.87)	367,441.93	7,550.00	
HSBC USA	4.650%	06/03/25	06/03/28	765 4.650%	400,000.00	400,032.00	(9.17)	400,022.83	7,646.67	
Target Corp	4.350%	06/10/25	06/15/28	777 4.350%	70,000.00	69,999.30	0.28	69,999.58	1,150.33	
PNC Financial	4.075%	01/26/26	01/26/29	1,002 4.080%	215,000.00	215,000.00	0.00	215,000.00	2,312.00	
Realty Income Corp	4.750%	03/18/26	02/15/29	1,022 4.320%	220,000.00	222,565.20	(102.73)	222,462.47	2,206.11	
Astrazenca Finance LLC	4.850%	04/16/25	02/26/29	1,033 4.510%	200,000.00	202,340.00	(606.20)	201,733.80	1,751.39	
Cisco Systems Inc	4.850%	11/07/25	02/26/29	1,033 4.020%	390,000.00	399,909.90	(1,408.16)	398,501.74	3,415.21	
Mercedes Benz	4.250%	03/10/26	03/10/29	1,045 4.270%	255,000.00	254,892.90	5.22	254,898.12	1,535.31	
Toyota Motor Credit	4.050%	03/13/26	03/13/29	1,048 4.060%	400,000.00	399,856.00	6.81	399,862.81	2,160.00	
KLA Corp	4.100%	11/14/25	03/15/29	1,050 4.080%	405,000.00	405,271.35	(35.48)	405,235.87	2,121.75	
Home Depot	4.900%	12/04/25	04/15/29	1,081 3.970%	185,000.00	190,337.25	(626.35)	189,710.90	402.89	
American Express Co	4.731%	04/25/25	04/25/29	1,091 4.730%	220,000.00	220,000.00	0.00	220,000.00	173.47	
Bank of America Corp	4.623%	05/09/25	05/09/29	1,105 4.620%	390,000.00	390,000.00	0.00	390,000.00	8,614.19	
American Express Co	4.351%	02/04/26	07/20/29	1,177 4.190%	270,000.00	271,409.40	(132.49)	271,276.91	3,295.88	
Bank of NY Mellon	6.317%	03/05/26	10/25/29	1,274 4.620%	285,000.00	300,991.35	(891.69)	300,099.66	300.06	
Wells Fargo	4.182%	01/23/26	01/23/30	1,364 4.180%	95,000.00	95,000.00	0.00	95,000.00	1,081.51	
Adobe Inc	2.300%	02/25/26	02/01/30	1,373 4.090%	90,000.00	84,208.50	251.05	84,459.55	517.50	
Adobe Inc	2.300%	02/10/26	02/01/30	1,373 4.130%	230,000.00	214,705.00	805.24	215,510.24	1,322.50	
Adobe Inc	2.300%	02/06/26	02/01/30	1,373 4.130%	400,000.00	373,388.00	1,466.73	374,854.73	2,300.00	
Morgan Stanley Bank	4.213%	02/02/26	02/08/30	1,380 4.220%	260,000.00	259,940.20	4.18	259,944.38	2,708.02	
Morgan Stanley Bank	4.213%	02/02/26	02/08/30	1,380 4.210%	290,000.00	290,000.00	0.00	290,000.00	3,020.49	
Blackrock Inc	2.400%	06/27/25	04/30/30	1,461 4.300%	290,000.00	266,196.80	3,803.71	270,000.51	19.33	
National Secs Clearing	4.700%	05/20/25	05/20/30	1,481 4.710%	415,000.00	414,742.70	45.24	414,787.94	8,723.07	
Citibank NA	4.914%	05/29/25	05/29/30	1,490 4.910%	250,000.00	250,000.00	0.00	250,000.00	5,187.00	
Analog Devices Inc	4.500%	06/16/25	06/15/30	1,507 4.520%	400,000.00	399,648.00	57.22	399,705.22	6,800.00	
Novartis Capital	4.100%	11/05/25	11/05/30	1,650 4.170%	275,000.00	274,175.00	74.38	274,249.38	5,512.22	
Shell Finance US	4.125%	11/06/25	11/06/30	1,651 4.190%	270,000.00	269,203.50	70.54	269,274.04	5,414.06	
Meta Platforms Inc	4.200%	11/03/25	11/15/30	1,660 4.230%	370,000.00	369,563.40	40.05	369,603.45	7,683.67	
Totalenergi Cap USA LLC	4.248%	01/13/26	01/13/31	1,719 4.250%	250,000.00	250,000.00	0.00	250,000.00	3,186.00	
Totalenergi Cap USA LLC	4.248%	01/13/26	01/13/31	1,719 4.180%	340,000.00	341,054.00	(58.48)	340,995.52	4,332.96	
Alphabet Inc	4.100%	02/13/26	02/15/31	1,752 4.170%	230,000.00	229,247.90	30.25	229,278.15	2,043.17	
Alphabet Inc	4.100%	02/17/26	02/15/31	1,752 4.110%	280,000.00	279,868.40	5.00	279,873.40	2,487.33	
Alphabet Inc	4.100%	02/17/26	02/15/31	1,752 4.120%	310,000.00	309,705.50	11.58	309,717.08	2,753.83	
Amazon Com Inc	4.250%	03/13/26	03/13/31	1,778 4.280%	240,000.00	239,635.20	9.82	239,645.02	1,360.00	
Amazon Com Inc	4.250%	03/13/26	03/13/31	1,778 4.290%	310,000.00	309,504.00	13.23	309,517.23	1,756.67	
Abbvie Inc	4.125%	03/04/26	03/15/31	1,780 4.130%	245,000.00	244,931.40	2.20	244,933.60	1,600.16	
Abbott Laboratories	4.000%	03/09/26	03/15/31	1,780 4.030%	400,000.00	399,420.00	15.51	399,435.51	2,311.11	
BMW US Capital	4.650%	03/19/26	03/19/31	1,784 4.670%	270,000.00	269,762.40	5.43	269,767.83	1,464.75	
Salesforce Inc	4.900%	03/13/26	09/15/31	1,964 4.940%	545,000.00	543,959.05	23.47	543,982.52	3,560.67	
Goldman Sachs Group	4.516%	01/21/26	01/21/32	2,092 4.520%	270,000.00	270,000.00	0.00	270,000.00	3,387.00	
UBS AG Stamford Ct	4.632%	03/16/26	01/21/32	2,092 4.630%	400,000.00	400,000.00	0.00	400,000.00	2,316.00	
Morgan Stanley Bank	4.809%	04/17/26	04/16/32	2,178 4.810%	400,000.00	400,000.00	0.00	400,000.00	748.07	
Truist Bank	4.136%	01/23/26	10/23/29	1,272 4.230%	540,000.00	538,137.00	125.19	538,262.19	496.32	
		Weighted Avg Maturity	1.310		3.858%	\$ 55,187,350.94	\$ 54,680,191.82	\$ 216,034.83	\$ 54,896,226.65	\$ 411,219.80
<b>Water Fund L-T Water Capital Reserve (01-121900)</b>										
<b>IIIT - Money Market (PFM Asset Management)</b>										
	3.670%	04/30/26	05/01/26	1 3.670%	276,702.57	276,702.57	0.00	276,702.57	-	
US Treasury Notes	4.500%	03/13/25	05/15/27	380 3.960%	225,000.00	227,496.09	(1,276.72)	226,219.37	4,670.93	
US Treasury Notes	3.875%	10/06/25	05/31/27	396 3.600%	100,000.00	100,429.69	(144.99)	100,284.70	1,618.13	
US Treasury Notes	3.500%	10/29/25	09/30/27	518 3.500%	100,000.00	99,992.19	2.06	99,994.25	296.45	
US Treasury Notes	3.500%	10/29/25	09/30/27	518 3.500%	130,000.00	129,994.92	1.34	129,996.26	385.38	
US Treasury Notes	3.875%	01/21/26	11/30/27	579 3.590%	200,000.00	201,015.63	(145.76)	200,869.87	3,236.26	
US Treasury Notes	3.625%	01/26/26	03/31/28	701 3.610%	85,000.00	85,016.60	(1.79)	85,014.81	260.98	
US Treasury Notes	1.250%	01/14/26	05/31/28	762 3.550%	100,000.00	94,804.69	619.20	95,423.89	521.98	
US Treasury Notes	1.250%	01/23/26	05/31/28	762 3.640%	110,000.00	104,121.88	647.63	104,769.51	574.18	
US Treasury Notes	1.250%	06/04/21	05/31/28	762 1.230%	275,000.00	275,365.23	(256.23)	275,109.00	1,435.44	
US Treasury Notes	1.250%	10/03/24	05/31/28	762 3.550%	300,000.00	276,562.50	9,729.45	286,291.95	1,565.93	
US Treasury Notes	1.000%	08/02/21	07/31/28	823 0.990%	400,000.00	400,203.13	(137.73)	400,065.40	994.48	
US Treasury Notes	1.125%	09/02/21	08/31/28	854 1.070%	200,000.00	200,679.69	(452.68)	200,227.01	379.08	
US Treasury Notes	3.500%	12/03/25	10/15/28	899 3.540%	220,000.00	219,776.56	31.00	219,807.56	336.61	
US Treasury Notes	3.125%	05/01/19	11/15/28	930 2.470%	150,000.00	158,320.31	(6,102.36)	152,217.95	2,162.47	
US Treasury Notes	3.500%	01/20/26	12/15/28	960 3.650%	60,000.00	59,751.56	22.75	59,774.31	790.38	
US Treasury Notes	2.625%	06/03/19	02/15/29	1,022 2.120%	100,000.00	104,406.25	(3,136.48)	101,269.77	543.85	
US Treasury Notes	2.625%	04/01/19	02/15/29	1,022 2.490%	150,000.00	151,769.53	(1,268.51)	150,501.02	815.78	
US Treasury Notes	2.750%	06/03/22	05/31/29	1,127 2.950%	250,000.00	246,933.59	1,714.50	248,648.09	2,870.88	
US Treasury Notes	3.250%	07/06/22	06/30/29	1,157 2.870%	500,000.00	511,992.19	(6,557.86)	505,434.33	5,431.63	
US Treasury Notes	4.125%	01/21/26	10/31/29	1,280 3.750%	175,000.00	177,269.53	(154.41)	177,115.12	19.62	
US Treasury Notes	4.000%	08/23/24	10/31/29	1,280 4.290%	400,000.00	394,265.63	2,184.39	396,450.02	43.48	
US Treasury Notes	4.000%	03/05/24	10/31/29	1,280 3.750%	550,000.00	556,359.38	(1,936.60)	554,422.78	59.78	
US Treasury Notes	1.750%	02/03/20	11/15/29	1,295 1.560%	250,000.00	254,355.47	(2,777.21)	251,578.26	2,018.30	
US Treasury Notes	3.500%	02/02/23	01/31/30	1,372 3.590%	285,000.00	283,408.01	737.73	284,145.74	2,479.97	
US Treasury Notes	1.500%	03/04/22	02/15/30	1,387 1.820%	125,000.00	122,041.02	1,547.22	123,588.24	388.47	
US Treasury Notes	3.625%	08/02/24	03/31/30	1,431 3.940%	600,000.00	590,460.94	2,720.90	593,181.84	1,842.21	
US Treasury Notes	3.875%	12/26/25	04/30/30	1,461 3.690%	195,000.00	196,439.65	(106.68)	196,332.97	20.53	
US Treasury Notes	0.625%	06/29/20	05/15/30	1,476 0.650%	100,000.00	99,765.62	138.51	99,904.13	288.33	
US Treasury Notes	4.000%	01/15/26	05/31/30	1,492 3.670%	95,000.00	96,246.88	(76.74)	96,170.14	1,586.81	
US Treasury Notes	0.625%	11/03/21	08/15/30	1,568 1.500%	250,000.00	232,148.44	9,126.23	241,274.67	323.72	

DuPAGE WATER COMMISSION  
INVESTMENTS  
(Unaudited)  
April 30, 2026

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE	YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 04/30/26	
US Treasury Notes	4.125%	11/05/24	08/31/30	1.584	4,220%	425,000.00	422,808.59	510.58	423,319.17	2,953.63
US Treasury Notes	4.625%	09/03/24	09/30/30	1.614	3.750%	675,000.00	706,851.56	(7,995.68)	698,855.88	2,644.21
US Treasury Notes	0.875%	12/11/20	11/15/30	1.660	0.880%	200,000.00	199,867.19	72.00	199,939.19	807.32
US Treasury Notes	3.625%	01/21/26	12/31/30	1.706	3.850%	100,000.00	98,984.38	52.31	99,036.69	1,211.67
US Treasury Notes	3.750%	01/04/24	12/31/30	1.706	3.960%	600,000.00	592,242.19	2,348.33	594,590.52	7,520.72
US Treasury Notes	4.250%	03/25/26	02/28/31	1.765	4.050%	100,000.00	100,894.53	(16.28)	100,878.25	716.03
US Treasury Notes	4.125%	04/23/26	03/31/31	1.796	3.930%	85,000.00	85,743.75	(2.70)	85,741.05	296.98
US Treasury Notes	4.125%	04/15/26	03/31/31	1.796	3.930%	145,000.00	146,285.74	(9.97)	146,275.77	506.61
US Treasury Notes	3.875%	03/31/26	03/31/31	1.796	4.100%	525,000.00	519,606.45	84.76	519,691.21	1,723.10
US Treasury Notes	4.125%	06/11/25	07/31/31	1.918	4.240%	125,000.00	124,199.22	103.78	124,303.00	1,281.94
US Treasury Notes	3.750%	12/30/24	08/31/31	1.949	4.510%	190,000.00	181,746.88	1,462.21	183,209.09	1,200.41
US Treasury Notes	3.750%	03/03/26	08/31/31	1.949	3.690%	300,000.00	300,914.06	(24.27)	300,889.79	1,895.38
US Treasury Notes	4.125%	07/03/25	10/31/31	2.010	3.920%	375,000.00	379,189.45	(491.00)	378,698.45	42.03
US Treasury Notes	1.375%	02/22/22	11/15/31	2.025	1.940%	450,000.00	427,517.58	9,675.10	437,192.68	2,854.45
US Treasury Notes	4.125%	09/30/25	11/30/31	2.040	3.820%	400,000.00	406,546.88	(554.58)	405,992.30	6,890.11
US Treasury Notes	4.500%	10/06/25	12/31/31	2.071	3.810%	775,000.00	804,274.41	(2,389.94)	801,884.47	11,657.11
US Treasury Notes	4.125%	08/05/25	02/29/32	2.131	4.140%	300,000.00	299,765.63	23.38	299,789.01	2,084.92
US Treasury Notes	2.875%	09/04/25	05/15/32	2.207	3.990%	195,000.00	182,378.32	1,095.45	183,473.77	2,586.31
US Treasury Notes	4.000%	10/29/25	07/31/32	2.284	3.770%	100,000.00	101,359.38	(89.78)	101,269.60	994.48
US Treasury Notes	3.750%	12/26/25	11/30/32	2.406	3.930%	75,000.00	74,188.48	35.69	74,224.17	1,174.45
US Treasury Notes	3.500%	01/07/26	02/15/33	2.483	3.940%	125,000.00	122,856.45	75.30	122,931.75	1,957.42
US Treasury Notes	3.750%	04/07/26	02/28/33	2.496	4.150%	150,000.00	146,437.50	29.91	146,467.41	947.69
US Treasury Notes	3.750%	04/09/26	02/28/33	2.496	4.080%	265,000.00	259,710.35	40.08	259,750.43	1,674.25
US Treasury Notes	4.125%	04/30/26	04/30/33	2.557	4.220%	290,000.00	288,334.77	0.58	288,335.35	32.51
US Treasury Notes	4.500%	03/04/25	11/15/33	2.756	4.220%	90,000.00	91,785.94	(201.71)	91,584.23	1,868.37
US Treasury Notes	4.500%	09/04/25	11/15/33	2.756	4.120%	95,000.00	97,504.88	(171.03)	97,333.85	1,972.17
US Treasury Notes	4.250%	04/03/25	11/15/34	3.121	4.150%	200,000.00	201,515.63	(140.12)	201,375.51	3,921.27
US Treasury Notes	4.250%	02/06/25	11/15/34	3.121	4.550%	270,000.00	263,714.06	648.83	264,362.89	5,293.72
New York St Dorm Auth Municipal Bonds	2.888%	03/25/22	03/15/27	319	2.890%	55,000.00	55,000.00	0.00	55,000.00	202.96
NYC Transitional	4.930%	05/29/25	05/01/31	1.827	4.930%	150,000.00	150,000.00	0.00	150,000.00	3,697.50
New York H	5.171%	04/29/25	02/01/32	2.103	5.170%	300,000.00	300,000.00	0.00	300,000.00	3,878.25
Oregon St B	4.891%	04/29/25	05/01/32	2.193	4.890%	75,000.00	75,000.00	0.00	75,000.00	1,834.13
NYC Transitional	5.030%	05/29/25	05/01/32	2.193	5.030%	150,000.00	150,000.00	0.00	150,000.00	3,772.50
Hawaii St	4.569%	04/30/26	10/01/33	2.711	4.570%	155,000.00	155,000.00	0.00	155,000.00	19.67
FR ZT1267	2.500%	08/21/19	05/01/28	732	2.320%	5,897.15	5,979.16	(62.65)	5,916.51	12.29
FNMA Pool #AU1266	3.000%	10/31/17	07/01/28	793	2.720%	9,778.88	10,027.94	(197.23)	9,830.71	24.45
FG J32374	2.500%	02/17/22	11/01/28	916	2.220%	21,398.52	21,773.00	(233.51)	21,539.49	44.58
Fannie Mae Pool	4.000%	03/18/19	03/01/29	1,036	3.630%	4,616.02	4,758.10	(100.96)	4,657.14	15.39
FNMA Pool #AS4197	3.500%	07/16/15	01/01/30	1,342	3.000%	5,880.84	6,226.34	(256.70)	5,969.64	17.15
FHLMC Pool #U49048	3.000%	03/17/16	08/01/30	1,554	2.630%	7,836.90	8,180.99	(241.69)	7,939.30	19.59
FNMA Pool #AL7738	3.500%	02/17/16	11/01/30	1,646	2.960%	8,155.70	8,684.54	(365.36)	8,319.18	23.79
FR Z53731	3.000%	02/13/20	12/01/30	1,676	2.600%	24,794.06	25,731.58	(535.83)	25,195.75	61.99
FN FM1082	3.000%	08/19/19	09/01/31	1,950	2.720%	14,464.61	14,882.73	(231.43)	14,651.30	36.16
FG G16635	3.000%	04/18/19	02/01/32	2,103	2.930%	20,399.47	20,561.22	(88.67)	20,472.55	51.00
FN FS2986	4.000%	10/21/22	10/01/32	2,346	4.370%	59,602.65	57,833.19	623.53	58,456.72	198.68
FN BM5462	3.000%	06/21/19	11/01/32	2,377	2.800%	22,439.63	22,948.02	(259.56)	22,688.46	56.10
Freddie Mac Pool	4.000%	06/07/18	02/01/33	2,469	3.730%	6,956.66	7,166.42	(112.68)	7,053.74	23.19
FN CA1455	4.000%	12/20/18	03/01/33	2,497	3.760%	20,275.39	20,802.86	(272.26)	20,530.60	67.58
FN BM5830	3.500%	06/05/19	04/01/34	2,893	3.180%	27,164.66	28,183.33	(471.14)	27,712.19	79.23
FN FM0047	3.000%	06/17/21	12/01/34	3,137	2.450%	40,389.67	42,945.58	(920.93)	42,024.65	100.97
FR SB0759	4.500%	10/18/22	03/01/35	3,227	4.630%	55,246.18	54,555.60	196.36	54,751.96	207.17
FR SB0364	3.500%	06/21/21	06/01/35	3,319	2.830%	35,259.32	37,991.92	(946.65)	37,045.27	102.84
FR SB0666	4.000%	05/17/22	06/01/35	3,319	3.750%	71,192.12	73,060.92	(564.05)	72,496.87	237.31
FN FM3701	2.500%	07/27/20	07/01/35	3,349	2.040%	35,148.95	37,208.46	(790.82)	36,417.64	73.23
FR SB0361	3.000%	03/20/23	07/01/35	3,349	3.530%	71,923.03	68,158.31	949.44	69,107.75	179.81
FN FM5714	4.000%	03/19/21	11/01/35	3,472	3.230%	21,698.43	23,637.73	(674.35)	22,963.38	72.33
FR SB1478	5.000%	04/10/25	02/01/40	5,025	4.960%	232,661.84	233,716.09	(51.76)	233,664.33	969.42
FN FM8086	3.500%	10/15/21	07/01/51	9,193	3.090%	123,695.74	133,456.11	(1,481.82)	131,974.29	360.78
FHMS K737 A1	2.116%	01/22/20	06/01/26	32	2.030%	162.20	163.01	(0.79)	162.22	0.29
FHMS K070 A2	3.303%	07/05/24	11/01/27	550	4.890%	275,000.00	261,325.20	7,033.93	268,359.13	756.94
FHMS KJ40 A1	3.400%	07/14/22	06/01/28	763	3.400%	62,666.94	62,666.16	0.50	62,666.66	177.56
FNA 2023-M6 A2	4.190%	07/31/23	07/01/28	793	4.580%	233,691.97	229,730.15	2,186.29	231,916.44	815.97
FHMS K508 A2	4.740%	10/19/23	08/01/28	824	5.260%	250,000.00	244,516.00	2,680.48	247,196.48	987.50
FHMS K506 A2	4.650%	09/14/23	08/01/28	824	4.990%	255,000.00	251,227.79	1,883.03	253,110.82	988.13
FHMS K509 A2	4.850%	10/31/23	09/01/28	855	5.600%	190,000.00	183,942.23	2,824.77	186,767.00	767.92
FHMS K507 A2	4.800%	09/28/23	09/01/28	855	5.070%	250,000.00	247,011.75	1,428.87	248,440.62	1,000.00
FHMS K510 A2	5.069%	11/21/23	10/01/28	885	5.140%	90,000.00	89,739.81	120.47	89,860.28	380.18
FHMS K511 A2	4.860%	12/07/23	10/25/28	909	4.930%	140,000.00	139,597.78	184.97	139,782.75	567.00
FHMS K512 A2	5.000%	12/21/23	11/01/28	916	4.780%	80,449.91	75,103.46	3,082.42	78,185.88	201.12
FHMS K750 A1	3.000%	11/03/22	11/01/28	916	4.260%	119,762.88	120,881.23	(501.08)	120,380.15	499.01
FHMS KJ45 A1	4.455%	05/25/23	11/01/28	916	4.460%	184,481.99	184,481.62	0.20	184,481.82	684.89
FHMS KJ43 A1	4.377%	12/15/22	12/01/28	946	4.380%	115,795.37	115,795.37	1.11	115,796.48	422.37
FHMS KJ44 A1	4.572%	06/06/24	12/01/28	946	4.960%	265,000.00	260,859.38	1,611.47	262,470.85	1,009.65
FHMS KJ44 A2	4.558%	02/23/23	01/25/29	1,001	4.560%	47,500.34	47,498.86	0.80	47,499.66	180.42
FHMS K752 A1	4.284%	08/24/23	01/01/29	977	4.910%	93,534.49	90,771.58	1,369.42	92,141.00	333.92
FHMS K749 A2	2.120%	04/15/25	03/01/29	1,036	4.200%	200,000.00	184,835.94	3,757.35	188,593.29	353.33
FHMS KJ42 A1	3.902%	09/15/22	07/01/29	1,158	3.900%	76,992.25	76,989.31	1.56	76,990.87	250.35
FHMS K526 A2	4.543%	08/15/24	07/01/29	1,158	4.330%	240,000.00	242,244.96	(720.36)	241,524.60	908.60
FHMS K097 A2	2.508%	07/17/24	07/01/29	1,158	4.520%	270,000.00	245,552.34	8,051.03	253,603.37	564.30
FHMS K529 A2	4.791%	10/16/24	09/01/29	1,220	4.340%	160,000.00	163,197.92	(921.62)	162,276.30	638.80
FHMS K120 A1	0.892%	04/01/24	07/01/30	1,523	3.310%	219,890.65	189,535.44	9,292.70	198,828.14	163.45

DuPAGE WATER COMMISSION  
 INVESTMENTS  
 (Unaudited)  
 April 30, 2026

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 04/30/26
FHMS KJ49 A1	5.007%	02/19/24	09/01/30	1,585	5.010%	181,086.46	181,081.21	1.67	181,082.88	755.58
FHR 4096 PA	1.375%	02/21/20	08/01/27	458	1.490%	8,251.90	8,184.85	55.48	8,240.33	9.46
FNR 2012-145 EA	1.250%	02/07/20	01/01/28	611	1.440%	4,970.79	4,900.30	55.13	4,955.43	5.18
FNR 2013-39 MP	1.750%	12/09/19	05/01/28	732	1.860%	14,329.86	14,208.95	91.35	14,300.30	20.90
Fannie Mae	2.500%	10/25/19	03/01/33	2,497	2.400%	22,391.58	22,636.49	(118.83)	22,517.66	46.65
Freddie Mac	3.000%	05/03/19	04/01/34	2,893	2.960%	27,202.51	27,336.40	(62.58)	27,273.82	68.01
FHR 5050 XL	1.000%	02/11/22	07/01/36	3,715	1.80%	31,332.22	30,588.06	217.77	30,805.83	26.11
FHR 5050 XL	1.000%	07/19/24	07/01/36	3,715	1.820%	132,924.52	121,189.78	1,518.70	122,708.48	110.77
FHR 5050 XA	1.000%	07/24/24	07/01/39	4,810	1.690%	137,299.09	124,813.45	1,257.16	126,070.61	114.42
FHR 5042 DA	1.000%	07/24/24	05/01/41	5,480	1.550%	137,849.80	126,692.58	995.95	127,688.53	114.87
FNR 2015-33 P	2.500%	02/14/20	06/01/45	6,972	2.400%	12,971.83	13,219.11	(60.46)	13,158.65	27.02
FNR 2016-79 HA	2.000%	06/05/20	11/01/46	7,490	1.830%	24,147.06	25,029.94	(196.60)	24,833.34	40.25
FNR 2019-13A	3.500%	01/23/24	04/01/49	8,372	3.840%	199,482.61	188,674.71	602.63	189,277.34	581.82
Federal Home Loan Bank Notes	0.830%	08/19/22	02/10/27	286	3.370%	245,000.00	219,338.70	21,217.16	240,555.86	457.54
Fannie Mae Notes	0.750%	10/07/20	10/08/27	526	0.770%	210,000.00	209,699.70	238.67	209,938.37	100.63
Fannie Mae Notes	0.875%	08/05/20	08/05/30	1,558	0.930%	100,000.00	99,485.00	295.49	99,780.49	209.03
Federal Home Loan Bank Notes	3.500%	08/05/22	06/11/32	2,234	3.120%	230,000.00	237,378.40	(2,800.71)	234,577.69	3,130.56
BMW US Capital	4.900%	04/02/24	04/02/27	337	4.940%	95,000.00	94,886.95	76.72	94,963.67	374.99
American Honda Finance	4.900%	07/10/24	07/09/27	435	4.950%	185,000.00	184,761.35	139.98	184,901.33	2,820.22
National Rural Util Corp	4.750%	02/07/25	02/07/28	648	4.650%	55,000.00	54,975.80	9.56	54,985.36	609.58
Mars Inc	4.600%	03/12/25	03/01/28	671	4.600%	50,000.00	49,999.50	0.24	49,999.74	383.33
Mars Inc	4.600%	03/12/25	03/01/28	671	4.530%	80,000.00	80,157.60	(59.62)	80,097.98	613.33
Kenvue Inc	5.050%	06/30/25	03/22/28	692	4.120%	150,000.00	153,541.50	(1,078.59)	152,462.91	820.63
Citigroup Inc	4.643%	05/07/25	05/07/28	738	4.640%	200,000.00	200,000.00	0.00	200,000.00	4,488.23
National Secs Clearing	5.000%	11/24/25	05/30/28	761	3.700%	300,000.00	307,494.00	(1,292.39)	306,201.61	6,291.67
HSBC USA	4.650%	06/03/25	06/03/28	765	4.650%	200,016.00	200,016.00	(4.58)	200,011.42	3,823.33
Target Corp	4.350%	06/10/25	06/15/28	777	4.350%	35,000.00	34,999.65	0.14	34,999.79	575.17
PNC Financial	4.075%	01/26/26	01/26/29	1,002	4.080%	115,000.00	115,000.00	0.00	115,000.00	1,236.65
Astrazeneca Finance LLC	4.850%	04/16/25	02/26/29	1,033	4.510%	110,000.00	111,287.00	(333.41)	110,953.59	963.26
Cisco Systems Inc	4.850%	11/07/25	02/26/29	1,033	4.020%	210,000.00	215,336.10	(758.24)	214,577.86	1,838.96
Mercedes Benz	4.250%	03/10/26	03/10/29	1,045	4.270%	150,000.00	149,937.00	3.07	149,940.07	903.13
KLA Corp	4.100%	11/14/25	03/15/29	1,050	4.080%	215,000.00	215,144.05	(18.84)	215,125.21	1,126.36
Home Depot	4.900%	12/04/25	04/15/29	1,081	3.970%	100,000.00	102,885.00	(338.57)	102,546.43	217.78
American Express Co	4.731%	04/25/25	04/25/29	1,091	4.730%	115,000.00	115,000.00	0.00	115,000.00	90.68
Bank of America Corp	4.623%	05/09/25	05/09/29	1,105	4.620%	200,000.00	200,000.00	0.00	200,000.00	4,417.53
Roche Holdings	4.203%	10/15/25	09/09/29	1,228	4.060%	200,000.00	200,980.00	(130.81)	200,849.19	1,214.20
Bank of NY Mellon	6.317%	03/05/26	10/25/29	1,274	4.620%	155,000.00	163,697.05	(484.95)	163,212.10	163.19
Wells Fargo	4.182%	01/23/26	01/23/30	1,364	4.180%	50,000.00	50,000.00	0.00	50,000.00	569.22
Adobe Inc	2.300%	02/25/26	02/01/30	1,373	4.090%	45,000.00	42,104.25	125.53	42,229.78	258.75
Adobe Inc	2.300%	02/10/26	02/01/30	1,373	4.130%	125,000.00	116,687.50	437.63	117,125.13	718.75
Adobe Inc	2.300%	02/06/26	02/01/30	1,373	4.130%	220,000.00	205,363.40	806.70	206,170.10	1,265.00
Morgan Stanley Bank	4.213%	02/02/26	02/08/30	1,380	4.220%	50,000.00	49,988.50	0.80	49,989.30	520.77
Morgan Stanley Bank	4.213%	02/02/26	02/08/30	1,380	4.210%	250,000.00	250,000.00	0.00	250,000.00	2,603.87
National Secs Clearing	4.700%	05/20/25	05/20/30	1,481	4.710%	250,000.00	249,845.00	27.26	249,872.26	5,254.86
Citibank NA	4.914%	05/29/25	05/29/30	1,490	4.910%	250,000.00	250,000.00	0.00	250,000.00	5,187.00
John Deere Capital	4.550%	06/05/25	06/05/30	1,497	4.560%	100,000.00	99,947.00	9.02	99,956.02	1,845.28
Analog Devices Inc	4.500%	06/16/25	06/15/30	1,507	4.520%	200,000.00	199,824.00	28.61	199,852.61	3,400.00
Novartis Capital	4.100%	11/05/25	11/05/30	1,650	4.170%	260,000.00	259,220.00	70.32	259,290.32	5,211.56
Shell Finance US	4.125%	11/06/25	11/06/30	1,651	4.190%	145,000.00	144,572.25	37.88	144,610.13	2,907.55
Totalenergi Cap USA LLC	4.248%	01/13/26	01/13/31	1,719	4.250%	135,000.00	135,000.00	0.00	135,000.00	1,720.44
Alphabet Inc	4.100%	02/17/26	02/15/31	1,752	4.120%	90,000.00	89,914.50	3.36	89,917.86	799.50
Alphabet Inc	4.100%	02/13/26	02/15/31	1,752	4.170%	125,000.00	124,591.25	16.44	124,607.69	1,110.42
Cummins Inc	4.700%	05/09/25	02/15/31	1,752	4.700%	200,000.00	199,926.00	11.22	199,937.22	1,984.44
Goldman Sachs Group	4.516%	01/21/26	01/21/32	2,092	4.520%	150,000.00	150,000.00	0.00	150,000.00	1,881.67
UBS AG Stamford Ct	4.632%	03/16/26	01/21/32	2,092	4.630%	250,000.00	250,000.00	0.00	250,000.00	1,447.50
Morgan Stanley Bank	4.809%	04/17/26	04/16/32	2,178	4.810%	220,000.00	220,000.00	0.00	220,000.00	411.44
Totalenergi Cap USA LLC	4.569%	01/13/26	01/13/33	2,450	4.570%	290,000.00	290,000.00	0.00	290,000.00	3,975.03
Alphabet Inc	4.400%	02/13/26	02/15/33	2,483	4.500%	290,000.00	288,341.20	45.72	288,386.92	2,764.67
Toyota Motor Credit	4.600%	03/13/26	03/11/33	2,507	4.420%	220,000.00	219,597.40	6.95	219,604.35	1,349.33
Amazon Com Inc	4.550%	03/13/26	03/13/33	2,509	4.420%	290,000.00	289,466.40	9.12	289,475.52	1,759.33
Abbvie Inc	4.400%	03/04/26	03/15/33	2,511	4.420%	150,000.00	149,791.50	4.24	149,795.74	1,045.00
Salesforce Inc	5.200%	03/13/26	03/15/33	2,511	4.420%	295,000.00	294,348.05	12.03	294,360.08	2,045.33
Truist Bank	4.136%	01/23/26	10/23/29	1,272	4.230%	290,000.00	288,999.50	67.23	289,066.73	266.54
Weighted Avg Maturity			1,659		3.842%	\$ 29,812,750.19	\$ 29,628,540.93	\$ 65,895.94	\$ 29,694,436.87	\$ 226,857.31

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 04/30/26
<b>Capital Reserve (01-122000)</b>										
IIT - Money Market (PFM Asset Management)										
	3.670%	04/30/26	05/01/26	1	3.670%	264,875.47	264,875.47	0.00	264,875.47	-
US Treasury Notes	2.250%	11/05/24	02/15/27	291	4.180%	425,000.00	407,302.73	11,352.20	418,654.93	1,981.18
US Treasury Notes	4.500%	03/13/25	05/15/27	380	3.960%	500,000.00	505,546.88	(2,837.17)	502,709.71	10,379.83
US Treasury Notes	4.500%	11/17/25	05/15/27	380	3.590%	600,000.00	607,875.00	(2,358.99)	605,516.01	12,455.80
US Treasury Notes	4.500%	02/07/25	05/15/27	380	4.260%	1,600,000.00	1,608,250.00	(4,372.16)	1,603,877.84	33,215.47
US Treasury Notes	3.875%	10/06/25	05/31/27	396	3.600%	140,000.00	140,601.56	(202.98)	140,398.58	2,265.38
US Treasury Notes	3.875%	07/22/25	05/31/27	396	3.870%	280,000.00	280,010.94	(4.18)	280,006.76	4,530.77
US Treasury Notes	3.125%	09/04/25	08/31/27	488	3.680%	1,725,000.00	1,706,874.02	5,855.97	1,712,729.99	9,082.03
US Treasury Notes	2.250%	01/05/26	11/15/27	564	3.480%	235,000.00	229,831.84	866.42	230,698.26	2,439.26
US Treasury Notes	3.875%	01/21/26	11/30/27	579	3.590%	670,000.00	673,402.34	(488.28)	672,914.06	10,841.48
US Treasury Notes	3.500%	01/21/26	01/31/28	641	3.600%	325,000.00	324,377.93	82.63	324,460.56	2,828.04
US Treasury Notes	3.500%	01/07/26	01/31/28	641	3.470%	2,150,000.00	2,151,259.77	(184.40)	2,151,075.37	18,708.56
US Treasury Notes	1.125%	04/03/25	02/29/28	670	3.840%	400,000.00	370,421.88	10,573.89	380,995.77	758.15
US Treasury Notes	3.375%	03/13/26	02/29/28	670	3.740%	1,500,000.00	1,489,570.31	688.17	1,490,258.48	8,529.21
US Treasury Notes	1.125%	03/05/26	02/29/28	670	3.430%	3,000,000.00	2,868,046.88	10,027.96	2,878,074.84	5,686.14
US Treasury Notes	3.750%	03/31/26	04/15/28	716	4.020%	1,500,000.00	1,492,207.03	314.55	1,492,521.58	2,459.02
US Treasury Notes	3.750%	05/21/25	05/15/28	746	3.940%	200,000.00	198,953.13	318.84	199,271.97	3,459.94
US Treasury Notes	3.750%	07/03/25	05/15/28	746	3.690%	1,950,000.00	1,952,970.70	(822.61)	1,952,148.09	33,734.46
US Treasury Notes	3.750%	06/05/25	05/31/28	762	3.890%	775,000.00	769,248.05	1,673.76	770,921.81	11,731.46
US Treasury Notes	4.000%	08/05/25	06/30/28	792	3.890%	1,725,000.00	1,730,053.71	(1,228.85)	1,728,824.86	23,063.54
US Treasury Notes	4.125%	09/04/25	07/31/28	823	3.650%	1,400,000.00	1,418,210.94	(3,932.93)	1,414,278.01	14,357.73
US Treasury Notes	3.500%	12/03/25	10/15/28	899	3.540%	385,000.00	384,608.98	54.25	384,663.23	589.07
US Treasury Notes	3.500%	03/04/26	10/15/28	899	3.550%	1,000,000.00	998,710.94	76.37	998,787.31	1,530.05
US Treasury Notes	4.875%	12/04/25	10/31/28	915	3.500%	300,000.00	311,285.16	(1,516.77)	309,768.39	39.74
US Treasury Notes	3.500%	01/20/26	11/15/28	930	3.620%	50,000.00	49,333.98	116.64	49,450.62	720.82
US Treasury Notes	3.500%	01/22/26	11/15/28	930	3.650%	415,000.00	413,330.27	154.68	413,484.95	6,700.76
US Treasury Notes	3.500%	04/13/26	03/15/29	1,050	3.800%	675,000.00	669,383.79	89.58	669,473.37	3,017.32
US Treasury Notes	2.375%	04/08/26	03/31/29	1,066	3.880%	530,000.00	507,806.25	447.27	508,253.52	1,066.15
Conneticut St Txbt	5.050%	06/22/23	05/15/26	15	4.550%	90,000.00	91,206.90	(1,190.70)	90,016.20	2,095.75
New York H	4.669%	04/29/25	02/01/28	642	4.670%	125,000.00	125,000.00	0.00	125,000.00	1,459.06
NYC Transitional	4.487%	05/29/25	05/01/28	732	4.490%	125,000.00	125,000.00	0.00	125,000.00	2,804.38
Oregon St B	4.368%	04/29/25	05/01/28	732	4.370%	145,000.00	145,000.00	0.00	145,000.00	3,166.80
FN AL2092	3.000%	03/06/18	07/01/27	427	2.980%	9,533.55	9,545.46	(10.34)	9,535.12	23.83
Fannie Mae Pool	3.500%	04/05/18	02/01/28	642	3.230%	26,028.62	26,622.39	(484.69)	26,137.70	75.92
Fannie Mae Pool	3.500%	04/05/18	03/01/28	671	3.230%	13,175.60	13,476.17	(243.30)	13,232.87	38.43
Fannie Mae Pool	3.500%	04/05/18	04/01/28	702	3.240%	16,441.69	16,801.35	(288.72)	16,512.63	47.95
FR ZT1267	2.500%	08/21/19	05/01/28	732	2.320%	15,479.97	15,695.24	(164.46)	15,530.78	32.25
FN CA1940	4.000%	07/11/18	06/01/28	763	3.640%	18,295.83	18,838.99	(425.82)	18,413.17	60.99
FG J32374	2.500%	02/17/22	11/01/28	916	2.220%	63,466.13	64,576.79	(692.56)	63,884.23	132.22
Fannie Mae Pool	4.000%	03/18/19	03/01/29	1,036	3.630%	12,858.90	13,254.71	(281.25)	12,973.46	42.86
FN FS2986	4.000%	10/21/22	10/01/32	2,346	4.370%	166,887.47	161,933.00	1,745.88	163,678.88	556.29
FR SB0364	3.500%	06/21/21	06/01/35	3,319	2.830%	105,777.93	113,975.72	(2,839.95)	111,135.77	308.52
FNA 2016-M12 A2	2.527%	11/27/23	09/01/26	124	5.050%	277,362.97	258,792.66	15,599.75	274,392.41	466.37
FNA 2017-M8 A2	3.061%	06/28/24	05/01/27	366	4.920%	256,859.43	244,227.16	7,607.74	251,834.90	655.21
FHMS K066 A2	3.117%	08/15/24	06/01/27	397	4.170%	493,970.15	479,864.99	8,182.52	488,047.51	1,283.09
FNA 2024-M6 A2	2.905%	12/17/24	07/01/27	427	4.320%	490,249.18	473,090.46	8,737.08	481,827.54	1,225.37
FHMS KJ28 A2	2.308%	01/11/24	10/01/27	519	3.910%	325,424.32	306,966.66	10,853.11	317,819.77	625.90
FHMS K070 A2	3.303%	07/05/24	11/01/27	550	4.890%	500,000.00	475,136.72	12,788.97	487,925.69	1,376.25
FHMS K071 A2	3.286%	03/31/25	11/01/27	550	4.360%	500,000.00	486,914.06	4,892.23	491,806.29	1,369.17
FHMS K072 A2	3.444%	04/11/25	12/01/27	580	4.200%	465,000.00	455,936.13	3,392.50	459,328.63	1,334.55
FNA 2018-M2 A2	3.003%	04/08/25	01/01/28	611	4.070%	438,810.39	426,366.00	4,538.94	430,904.94	1,106.43
FHMS K506 A1	4.650%	09/14/23	05/01/28	732	5.010%	630,309.52	620,883.26	4,985.82	625,869.08	2,442.45
FHMS KJ46 A1	4.777%	04/05/24	06/01/28	763	4.990%	466,658.29	462,830.23	1,878.77	464,709.00	1,857.69
FNA 2023-M6 A2	4.190%	07/31/23	07/01/28	793	4.580%	591,103.20	581,082.15	5,530.01	586,612.16	2,063.94
FHMS K506 A2	4.650%	04/07/26	08/01/28	824	4.230%	500,000.00	504,746.09	(124.73)	504,621.36	1,937.50
FHMS K507 A2	4.800%	04/07/26	09/01/28	855	4.240%	525,000.00	531,870.12	(174.38)	531,695.74	2,100.00
FHMS K514 A2	4.572%	03/06/26	12/01/28	946	3.950%	510,000.00	518,466.80	(434.79)	518,032.01	1,943.10
FHMS K109 A1	1.036%	04/24/24	10/01/29	1,250	3.380%	569,392.08	502,310.57	0.00	502,310.57	491.58
FHMS K106 A1	1.783%	04/11/24	10/01/29	1,250	3.680%	604,365.07	546,832.34	19,932.77	566,765.11	897.99
FHMS K124 A1	0.964%	12/24/25	08/01/30	1,554	2.470%	495,942.10	462,892.21	2,358.92	465,251.13	398.41
FHR 4096 PA	1.375%	02/21/20	08/01/27	458	1.490%	21,442.53	21,268.31	144.16	21,412.47	24.57

DuPAGE WATER COMMISSION  
 INVESTMENTS  
 (Unaudited)  
 April 30, 2026

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE	YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 04/30/26	
FNR 2013-39 MP	1.750%	12/09/19	05/01/28	732	1.860%	38,470.11	38,145.52	245.23	38,390.75	56.10
FHR 5050 XL	1.000%	02/11/22	07/01/36	3,715	1.180%	93,047.16	90,837.29	646.71	91,484.00	77.54
FHR 5050 XL	1.000%	07/16/24	07/01/36	3,715	1.820%	208,881.40	190,441.09	2,386.53	192,827.62	174.07
FHR 5050 XA	1.000%	07/24/24	07/01/39	4,810	1.690%	249,634.70	226,933.54	2,285.74	229,219.28	208.03
FHR 5277 CA	2.500%	04/08/24	12/01/39	4,963	3.140%	269,097.31	247,590.55	2,824.73	250,415.28	560.62
FHR 5042 DA	1.000%	07/24/24	05/01/41	5,480	1.550%	248,129.65	228,046.66	1,792.70	229,839.36	206.77
FNR 2015-33 P	2.500%	02/14/20	06/01/45	6,972	2.400%	34,051.14	34,700.24	(158.70)	34,541.54	70.94
Federal Home Loan Bank Notes	1.145%	08/14/23	12/30/26	244	4.060%	975,000.00	895,118.25	64,181.31	959,299.56	2,308.85
Federal Home Loan Bank Notes	0.830%	08/19/22	02/10/27	286	3.370%	675,000.00	604,300.50	58,455.45	662,755.95	1,260.56
Federal Home Loan Bank Notes	1.020%	08/16/22	02/24/27	300	3.240%	710,000.00	644,104.90	54,035.60	698,140.50	1,347.82
American Honda Finance	4.900%	03/14/24	03/12/27	316	4.890%	85,000.00	84,953.25	32.63	84,985.88	566.90
American Honda Finance	4.900%	03/13/24	03/12/27	316	4.920%	90,000.00	90,036.90	(25.71)	90,011.19	600.25
BMW US Capital	4.900%	04/02/24	04/02/27	337	4.940%	200,000.00	199,762.00	161.51	199,923.51	789.44
American Honda Finance	4.900%	07/10/24	07/09/27	435	4.950%	325,000.00	324,580.75	245.91	324,826.66	4,954.44
National Rural Util Corp	4.750%	02/07/25	02/07/28	648	4.650%	95,000.00	94,958.20	16.51	94,974.71	1,052.92
Mars Inc	4.600%	03/12/25	03/01/28	671	4.600%	90,000.00	89,999.10	0.43	89,999.53	690.00
Mars Inc	4.600%	03/12/25	03/01/28	671	4.530%	150,000.00	150,295.50	(111.79)	150,183.71	1,150.00
Abbvie Inc	3.775%	03/04/26	03/03/28	673	3.790%	150,000.00	149,949.00	4.03	149,953.03	896.56
Kenvue Inc	5.050%	06/30/25	03/22/28	692	4.120%	265,000.00	271,256.65	(1,905.51)	269,351.14	1,449.77
JP Morgan Chase	4.323%	10/06/25	04/26/28	727	4.160%	375,000.00	376,425.00	(510.99)	375,914.01	225.16
Citigroup Inc	4.643%	05/07/25	05/07/28	738	4.640%	370,000.00	370,000.00	0.00	370,000.00	8,303.23
National Secs Clearing	5.000%	04/23/25	05/30/28	761	4.310%	250,000.00	254,195.00	(1,358.67)	252,836.33	5,243.06
National Secs Clearing	5.000%	11/24/25	05/30/28	761	3.700%	250,000.00	256,245.00	(1,076.99)	255,168.01	5,243.06
National Secs Clearing	5.000%	05/23/25	05/30/28	761	4.330%	480,000.00	487,545.60	(2,308.36)	485,237.24	10,066.67
HSBC USA	4.650%	06/03/25	06/03/28	765	4.650%	375,000.00	375,030.00	(8.60)	375,021.40	7,168.75
Analog Devices Inc	4.500%	06/16/25	06/15/28	777	4.290%	275,000.00	274,703.00	83.39	274,786.39	4,415.28
PNC Bank	4.429%	10/08/25	07/21/28	813	4.190%	375,000.00	377,276.25	(701.25)	376,575.00	4,613.54
Intuit Inc	5.125%	02/11/26	09/15/28	869	3.950%	250,000.00	257,172.50	(607.25)	256,565.25	1,637.15
Shell Finance	3.875%	12/22/25	11/13/28	928	3.880%	530,000.00	529,904.60	11.78	529,916.38	9,584.17
Goldman Sachs	4.148%	01/21/26	01/21/29	997	4.150%	180,000.00	180,000.00	0.00	180,000.00	2,074.00
Goldman Sachs	4.148%	03/03/26	01/21/29	997	4.190%	210,000.00	209,754.30	13.08	209,767.38	2,419.67
National Rural Util Corp	4.850%	03/31/26	02/07/29	1,014	4.430%	380,000.00	384,240.80	(119.88)	384,120.92	4,300.33
Alphabet Inc	3.700%	02/13/26	02/15/29	1,022	3.830%	75,000.00	74,727.75	18.73	74,746.48	601.25
Realty Income Corp	4.750%	03/18/26	02/15/29	1,022	4.320%	210,000.00	212,448.60	(98.60)	212,350.54	2,105.83
Alphabet Inc	3.700%	02/17/26	02/15/29	1,022	3.740%	440,000.00	439,542.40	30.38	439,572.78	3,527.33
Cisco Systems Inc	4.850%	11/07/25	02/26/29	1,033	4.020%	370,000.00	379,401.70	(1,335.94)	378,065.76	3,240.07
John Deere Capital	3.900%	03/10/26	03/09/29	1,044	3.950%	140,000.00	139,812.40	8.61	139,821.01	773.50
Abbott Laboratories	3.700%	03/09/26	03/09/29	1,044	3.750%	415,000.00	414,472.95	24.78	414,497.73	2,217.94
Mercedes Benz	4.250%	03/10/26	03/10/29	1,045	4.270%	250,000.00	249,895.00	5.12	249,900.12	1,505.21
Amazon Com Inc	4.000%	03/13/26	03/13/29	1,048	4.420%	330,000.00	329,963.70	1.78	329,965.48	1,760.00
Toyota Motor Credit	4.050%	03/13/26	03/13/29	1,048	4.060%	375,000.00	374,865.00	6.38	374,871.38	2,025.00
Amazon Com Inc	4.000%	03/13/26	03/13/29	1,048	4.420%	445,000.00	444,848.70	6.90	444,855.60	2,373.33
KLA Corp	4.100%	11/14/25	03/15/29	1,050	4.080%	510,000.00	510,341.70	(44.68)	510,297.02	2,671.83
Salesforce Inc	4.650%	03/13/26	03/15/29	1,050	4.660%	775,000.00	774,829.50	7.73	774,837.23	4,805.00
Novartis Capital	4.100%	03/18/26	03/16/29	1,051	4.140%	120,000.00	119,859.60	5.47	119,865.07	587.67
UBS AG Stamford Ct	4.302%	03/16/26	03/16/29	1,051	4.300%	250,000.00	250,000.00	0.00	250,000.00	1,344.38
BMW US Capital	4.400%	03/19/26	03/19/29	1,054	4.440%	750,000.00	749,250.00	28.96	749,278.96	3,850.00
Home Depot	4.900%	12/04/25	04/15/29	1,081	3.970%	375,000.00	385,818.75	(1,269.62)	384,549.13	816.67
American Express Co	4.731%	04/25/25	04/25/29	1,091	4.730%	210,000.00	210,000.00	0.00	210,000.00	165.59
Northern Trust	3.150%	12/22/25	05/03/29	1,099	3.990%	400,000.00	389,508.00	1,050.47	390,558.47	6,230.00
Bank of America Corp	4.623%	05/09/25	05/09/29	1,105	4.620%	370,000.00	370,000.00	0.00	370,000.00	8,172.44
American Express Co	4.351%	02/04/26	07/20/29	1,177	4.190%	250,000.00	251,305.00	(122.68)	251,182.32	3,051.74
Bank of NY Mellon	6.317%	03/05/26	10/25/29	1,274	4.620%	270,000.00	285,149.70	(844.75)	284,304.95	284.27
Wells Fargo	4.182%	01/23/26	01/23/30	1,364	4.180%	85,000.00	85,000.00	0.00	85,000.00	967.67
Morgan Stanley Bank	4.431%	01/26/26	01/23/30	1,364	4.300%	280,000.00	281,290.80	(78.46)	281,212.34	3,377.41
Morgan Stanley Bank	4.213%	02/02/26	02/08/30	1,380	4.220%	225,000.00	224,948.25	3.62	224,951.87	2,343.48
Morgan Stanley Bank	4.213%	02/02/26	02/08/30	1,380	4.210%	275,000.00	275,000.00	0.00	275,000.00	2,864.25
Truist Bank	4.136%	01/23/26	10/23/29	1,272	4.230%	130,000.00	129,551.50	30.14	129,581.64	119.48
Truist Bank	4.136%	11/10/25	10/23/29	1,272	4.230%	375,000.00	373,706.25	144.47	373,850.72	344.67
Weighted Avg Maturity			844		3.924%	\$ 52,266,021.86	\$ 51,539,793.31	\$ 306,666.26	\$ 51,846,459.57	\$ 406,457.84
TOTAL ALL FUNDS					3.804%	\$ 149,462,112.92	\$ 148,013,984.54	\$ 605,480.72	\$ 148,619,465.26	\$ 1,044,534.95
Less: Net Unsettled Trades										
90 DAY US TREASURY YIELD					3.68%				\$ 148,619,465.26	
3 month US Treasury Bill Index					3.70%					
0-3 Year US Treasury Index					3.75%					
1-3 Year US Treasury Index					3.86%					
1-5 Year US Treasury Index					3.90%					
1-10 Year US Treasury Index					3.99%					



DUPAGE WATER COMMISSION  
ELMHURST, ILLINOIS  
TREASURER'S REPORT  
STATEMENT OF CASH FLOWS  
For the Period from May 1, 2025 to April 30, 2026

	<u>Operating</u>	<u>Waterlink</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Cash received from customers	\$ 155,225,695	\$ -
Cash payments to suppliers	(146,224,917)	-
Cash payments to employees	(4,606,849)	-
Net cash from operating activities	<u>4,393,929</u>	<u>-</u>
<b>CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES</b>		
Cash received from sales taxes	239,210	-
Cash received/paid from long term loans	483,398	-
Cash payments for net pension activity	0	-
Net cash from noncapital financing activities	<u>722,608</u>	<u>-</u>
<b>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES</b>		
Interest paid	0	-
Principal paid	0	-
Escrow activity	35,539	47,636,325
Construction and purchase of capital assets	(5,631,528)	-
Net cash from capital and related financing activities	<u>(5,595,989)</u>	<u>47,636,325</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Investment income	5,836,178	1,588,717
Net cash from investing activities	<u>5,836,178</u>	<u>1,588,717</u>
Net Increase (Decrease) in cash and investments	5,356,726	49,225,042
CASH AND INVESTMENTS, MAY 1, 2025	<u>149,768,536</u>	<u>35,673,160</u>
CASH AND INVESTMENTS, APRIL 30, 2026	<u>\$ 155,125,262</u>	<u>\$ 84,898,202</u>

April 30, 2026  
 TREASURER'S REPORT  
 DPWC MONTHLY CASH/OPERATING REPORT

	4/30/2026		
	YEAR END TARGETED Reserve or Monthly Cash Amount-Needed	Amount On Hand	Amount Over - (Under) Target
TABLE 1	A	B	C
<b>RESERVE ANALYSIS - DWC FUNDS</b>			
A. Operating Reserve <i># of days per current fiscal year management budget</i>	\$ 52,580,083 120	\$ 54,896,227 125	\$ 2,316,144
B. Capital Reserve (3)	\$ 23,950,000	\$ 50,721,695	\$ 26,771,695
C. Long Term Water Capital Reserve	\$ 28,825,000	\$ 29,694,437	\$ 869,437
D. O+M Account (1)	\$ 12,994,165	\$ 13,337,274	\$ 343,109
E. Current Construction Obligation	\$ 1,124,764	\$ 1,124,764	\$ -
F. General Fund	\$ -	\$ 3,182,715	\$ 3,182,715
<b>DWC FUNDS AND ADJUSTED TARGETS</b>	<b>\$ 119,474,012</b>	<b>\$ 152,957,112</b>	<b>\$ 33,483,100</b>
G. Waterlink - DWC Improvements Per 5 Year Capital Plan	\$ 31,000,000	\$ -	\$ (31,000,000)
H. Alternative Water Source Per 5 Year Capital Plan	\$ 35,000,000	\$ -	\$ (35,000,000)
<b>DWC FUNDS AND FULL TARGETS</b>	<b>\$ 185,474,012</b>	<b>\$ 152,957,112</b>	<b>\$ (32,516,900)</b>
I. Customer Construction Escrows (2)	\$ 2,168,150	\$ 2,168,150	\$ -
J. Customer Construction Escrows Waterlink	\$ 84,898,202	\$ 84,898,202	\$ -
<b>TOTAL SUMMARY CASH + RESERVE ANALYSIS</b>	<b>\$ 272,540,364</b>	<b>\$ 240,023,464</b>	<b>\$ (32,516,900)</b>

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

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

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

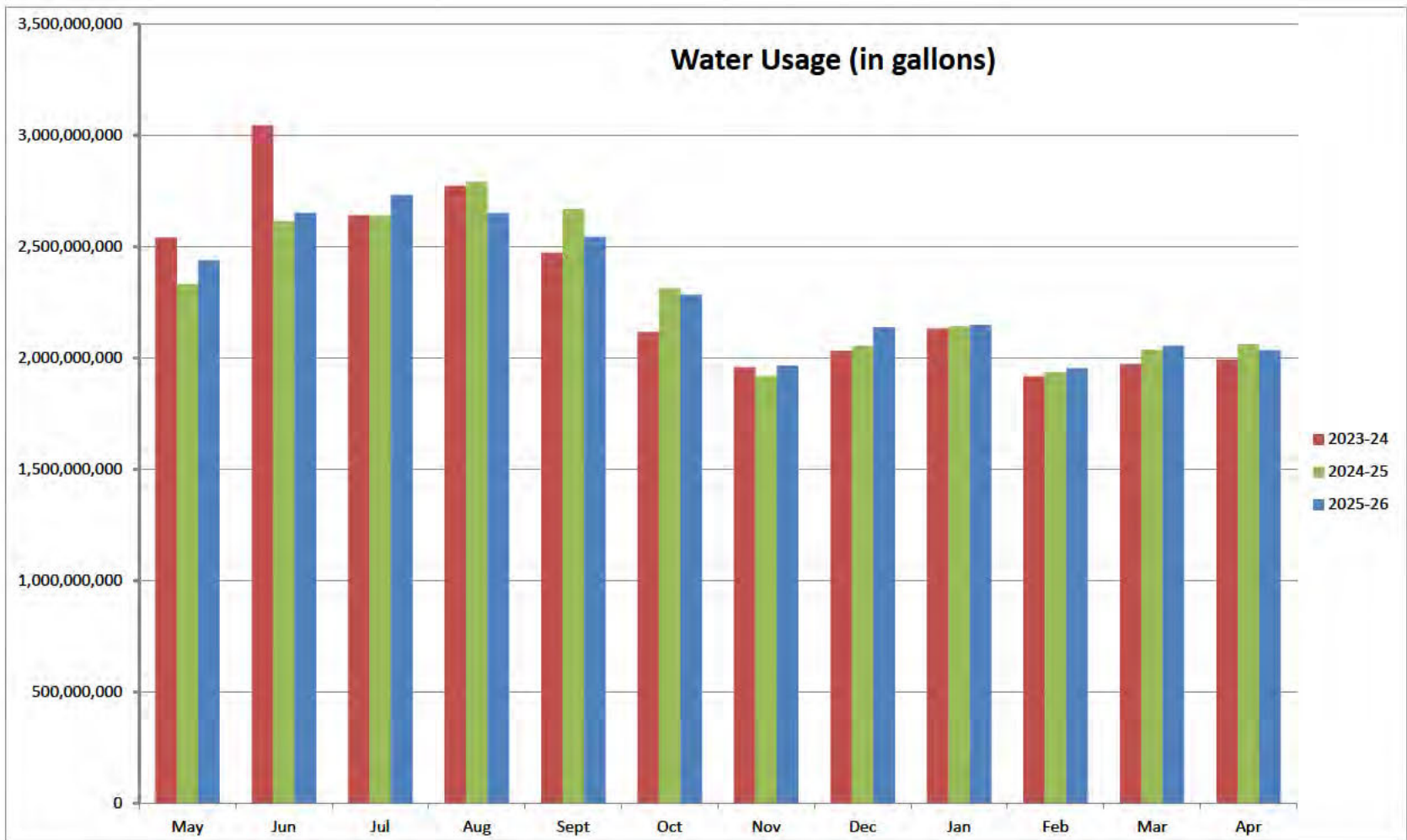


## MEMORANDUM

**To:** Paul May, General Manager  
**From:** Cheryl Peterson, Financial Administrator  
**Date:** 5/12/2026  
**Subject:** Financial Report – April 30, 2026

- Water sales to Commission customers for April 2026 were 26.8 million gallons (1.3%) below April 2025 and decreased by 22.5 million gallons compared to March 2026. Year-to-date water sales are up by 46.6 million gallons or 0.2% compared to the prior fiscal year.
- Water sales to Commission customers for April were 130.8 million gallons (7.1%) higher than the budgeted anticipated/forecasted sales for the month. Year-to-date water sales were 1,691.7 million gallons (6.7%) above the budgeted anticipated/forecasted sales.
- For the month of April, water billings to customers for O&M costs were \$11.5 million and water purchases from the City of Chicago were \$9.9 million. Water billing receivables at the April month end (\$15.1 million) were lower compared to the prior month (\$16.1 million). The decrease was primarily due to timing of monthly collections.
- For the year ended April 30, 2026, \$161.8 million of the \$148.9 million revenue budget has been realized. Therefore, 109% of the revenue budget has been accounted for year to date. For the same period, \$161.3 million of the \$158.6 million expenditure budget has been realized, and this accounts for 102% of the expenditure 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 \$15.5 million and \$3.2 million, respectively.

cc: Chairman and Commissioners



DuPage Water Commission  
 Summary of Specific Account Target and Summary of Net Assets  
 April 30, 2026

Revenue Bond Ordinance Accounts and Commission Policy Reserves	Account / Reserve		Year-End Specific Account Target	Status
	Assets Balance	Offsetting Liabilities		
Operations and Maintenance Account (1)	\$ 15,505,423.82	\$ 15,162,315.10		Positive Net Assets
General Account	\$ 3,182,715.36	\$ -		Positive Net Assets
Operating Reserve	\$ 54,896,226.65		\$ 52,580,083.00	Target Met
Capital Reserve (2)	\$ 51,846,459.57		\$ 25,074,764.32	Target Met
Capital Reserve/Alt Water & Waterlink Upsize (3)	\$ -		\$ 66,000,000.00	Not Fully Funded
L-T Water Capital Reserve	\$ 29,694,436.87		\$ 28,825,000.00	Target Met
Waterlink Escrow	\$ 84,898,201.63	\$ 84,898,201.63		Positive Net Assets
	\$ 240,023,463.90	\$ 100,060,516.73	\$ 172,479,847.32	\$ (32,516,900.15)

Total Net Assets - All Commission Accounts	
Restricted	\$ -
Unrestricted	\$ 164,655,581.19
Invested in Capital Assets, net	\$ 395,759,697.71
<b>Total</b>	<b>\$ 560,415,278.90</b>

- (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)
<b>Fund: 01 - WATER FUND</b>			
<b>Assets</b>			
<b>Level1: 10 - CURRENT ASSETS</b>			
110 - CASH	15,832,489.91	15,829,034.31	3,455.60
120 - INVESTMENTS	224,190,973.99	169,612,661.43	54,578,312.56
131 - WATER SALES	15,141,515.00	14,300,350.32	841,164.68
132 - INTEREST RECEIVABLE	1,044,534.95	828,338.49	216,196.46
134 - OTHER RECEIVABLE	-624,571.59	69,348.86	-693,920.45
135 - LOAN RECEIVABLE - CURRENT	262,872.38	306,124.25	-43,251.87
150 - INVENTORY	333,713.00	325,496.00	8,217.00
155 - PREPAIDS	489,922.04	484,659.19	5,262.85
<b>Total Level1 10 - CURRENT ASSETS:</b>	<b>256,671,449.68</b>	<b>201,756,012.85</b>	<b>54,915,436.83</b>
<b>Level1: 17 - NONCURRENT ASSETS</b>			
170 - FIXED ASSETS	628,501,925.97	625,742,300.54	2,759,625.43
175 - LESS: ACCUMULATED DEPRECIATION	-249,170,599.36	-239,451,618.88	-9,718,980.48
180 - CONSTRUCTION IN PROGRESS	16,428,371.10	13,556,467.78	2,871,903.32
190 - LONG-TERM ASSETS	9,871,721.56	10,016,373.00	-144,651.44
<b>Total Level1 17 - NONCURRENT ASSETS:</b>	<b>405,631,419.27</b>	<b>409,863,522.44</b>	<b>-4,232,103.17</b>
<b>Total Assets:</b>	<b>662,302,868.95</b>	<b>611,619,535.29</b>	<b>50,683,333.66</b>
<b>Liability</b>			
<b>Level1: 21 - CURRENT LIABILITIES</b>			
210 - ACCOUNTS PAYABLE	13,836,819.45	10,695,088.37	-3,141,731.08
211 - OTHER CURRENT LIABILITIES	3,335,352.97	2,303,424.94	-1,031,928.03
225 - ACCRUED PAYROLL LIABILITIES	236,815.28	149,488.27	-87,327.01
226 - ACCRUED VACATION	574,824.59	509,862.34	-64,962.25
250 - CONTRACT RETENTION	1,701,348.44	934,574.86	-766,773.58
251 - CUSTOMER DEPOSITS	81,500,120.32	36,393,844.55	-45,106,275.77
<b>Total Level1 21 - CURRENT LIABILITIES:</b>	<b>101,185,281.05</b>	<b>50,986,283.33</b>	<b>-50,198,997.72</b>
<b>Level1: 25 - NONCURRENT LIABILITIES</b>			
297 - POST EMPLOYMENT BENEFITS LIABILITIES	702,309.00	771,750.00	69,441.00
<b>Total Level1 25 - NONCURRENT LIABILITIES:</b>	<b>702,309.00</b>	<b>771,750.00</b>	<b>69,441.00</b>
<b>Total Liability:</b>	<b>101,887,590.05</b>	<b>51,758,033.33</b>	<b>-50,129,556.72</b>
<b>Equity</b>			
<b>Level1: 30 - EQUITY</b>			
300 - EQUITY	559,861,501.96	555,080,706.82	4,780,795.14
<b>Total Level1 30 - EQUITY:</b>	<b>559,861,501.96</b>	<b>555,080,706.82</b>	<b>4,780,795.14</b>
<b>Total Beginning Equity:</b>	<b>559,861,501.96</b>	<b>555,080,706.82</b>	<b>4,780,795.14</b>
Total Revenue	161,847,098.81	159,859,568.53	1,987,530.28
Total Expense	161,293,321.87	155,078,773.39	-6,214,548.48
<b>Revenues Over/(Under) Expenses</b>	<b>553,776.94</b>	<b>4,780,795.14</b>	<b>-4,227,018.20</b>
<b>Total Equity and Current Surplus (Deficit):</b>	<b>560,415,278.90</b>	<b>559,861,501.96</b>	<b>553,776.94</b>
<b>Total Liabilities, Equity and Current Surplus (Deficit):</b>	<b>662,302,868.95</b>	<b>611,619,535.29</b>	<b>50,683,333.66</b>



# Monthly & YTD Budget Report

...		April 2025-2026 Budget	April 2025-2026 Activity	2025-2026 Seasonal YTD...	2025-2026 YTD Activity	Seasonal Percent Used	2025-2026 Total Budget	Total Percent Used
<b>01 - WATER FUND</b>								
<b>Revenue</b>								
<b>510 - WATER SERVICE</b>								
							% of Year Completed: 100%	
01-511100	O&M PAYMENTS- GOVERNMENTAL	-10,494,853.33	-11,222,278.40	-142,981,652.20	-152,544,179.25	107%	-142,981,652.20	107%
01-511200	O&M PAYMENTS- PRIVATE	-236,080.54	-267,182.80	-3,216,355.20	-3,457,275.60	107%	-3,216,355.20	107%
01-514100	EMERGENCY WATER SERVICE- GOV	-984.80	0.00	-24,620.00	-20,836.96	85%	-24,620.00	85%
510 - WATER SERVICE Totals:		-10,731,918.67	-11,489,461.20	-146,222,627.40	-156,022,291.81	107%	-146,222,627.40	107%
<b>520 - TAXES</b>								
							% of Year Completed: 100%	
01-530010	SALES TAXES - WATER REVENUE	0.00	-32,100.74	0.00	-239,210.06	0%	0.00	0%
520 - TAXES Totals:		0.00	-32,100.74	0.00	-239,210.06	0%	0.00	0%
<b>540 - OTHER INCOME</b>								
							% of Year Completed: 100%	
01-581000	INVESTMENT INCOME	-209,250.00	237,621.93	-2,500,000.00	-5,363,754.65	215%	-2,500,000.00	215%
01-582000	INTEREST INCOME	-14,837.87	-43,780.52	-177,273.88	-177,273.89	100%	-177,273.88	100%
01-590000	OTHER INCOME	0.00	0.00	0.00	-44,568.40	0%	0.00	0%
540 - OTHER INCOME Totals:		-224,087.87	193,841.41	-2,677,273.88	-5,585,596.94	209%	-2,677,273.88	209%
<b>Revenue Totals:</b>		<b>-10,956,006.54</b>	<b>-11,327,720.53</b>	<b>-148,899,901.28</b>	<b>-161,847,098.81</b>	<b>109%</b>	<b>-148,899,901.28</b>	<b>109%</b>

...	...	April 2025-2026 Budget	April 2025-2026 Activity	2025-2026 Seasonal YTD...	2025-2026 YTD Activity	Seasonal Percent Used	2025-2026 Total Budget	Total Percent Used
<b>Expense</b>								
<b>610 - PERSONNEL SERVICES</b>								
								% of Year Completed: 100%
01-60-611100	ADMIN SALARIES	168,912.64	174,205.21	2,030,200.00	2,036,428.48	100%	2,030,200.00	100%
01-60-611200	OPERATIONS SALARIES	202,616.00	206,853.94	2,480,000.00	2,391,441.42	96%	2,480,000.00	96%
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	359.85	7,400.00	1,788.17	24%	7,400.00	24%
01-60-611700	OPERATIONS OVERTIME	35,989.76	22,628.30	396,800.00	329,481.48	83%	396,800.00	83%
01-60-612100	PENSION	24,463.25	18,167.12	292,272.00	183,655.57	63%	292,272.00	63%
01-60-612101	PENSION-GASB 68 ADJ	0.00	-187,661.93	0.00	-187,661.93	0%	0.00	0%
01-60-612200	MEDICAL/LIFE BENEFITS	91,252.52	83,351.21	1,140,656.00	1,081,615.61	95%	1,140,656.00	95%
01-60-612300	FEDERAL PAYROLL TAXES	31,319.01	28,103.39	378,705.60	334,908.07	88%	378,705.60	88%
01-60-612800	STATE UNEMPLOYMENT	1,166.74	1,056.52	14,000.00	4,013.14	29%	14,000.00	29%
01-60-613100	TRAVEL	950.00	191.47	11,400.00	3,704.09	32%	11,400.00	32%
01-60-613200	TRAINING	6,345.87	330.00	76,150.00	22,276.72	29%	76,150.00	29%
01-60-613301	CONFERENCES	5,108.37	3,491.23	61,300.00	21,493.85	35%	61,300.00	35%
01-60-613302	TUITION REIMBURSEMENT	1,250.00	0.00	15,000.00	0.00	0%	15,000.00	0%
01-60-619100	OTHER PERSONNEL COSTS	1,933.37	273.00	23,200.00	9,250.10	40%	23,200.00	40%
610 - PERSONNEL SERVICES Totals:		571,924.20	351,349.31	6,963,083.60	6,232,394.77	90%	6,963,083.60	90%
<b>620 - CONTRACT SERVICES</b>								
								% of Year Completed: 100%
01-60-621000	WATER CONSERVATION/PROMOTIO	1,083.37	10,500.00	13,000.00	10,500.00	81%	13,000.00	81%
01-60-623300	TRUST SERVICES & BANK CHARGE	15,568.20	17,742.99	186,000.00	139,030.42	75%	186,000.00	75%
01-60-625100	LEGAL SERVICES- GENERAL	6,666.74	3,846.83	80,000.00	90,184.03	113%	80,000.00	113%
01-60-625300	LEGAL SERVICES- SPECIAL	6,666.74	3,634.75	80,000.00	50,600.61	63%	80,000.00	63%
01-60-625800	LEGAL NOTICES	1,416.74	0.00	17,000.00	1,812.20	11%	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	46,461.87	41,286.60	555,100.00	513,652.37	93%	555,100.00	93%
01-60-629000	CONTRACTUAL SERVICES	77,515.00	48,251.53	930,180.00	686,816.86	74%	930,180.00	74%
620 - CONTRACT SERVICES Totals:		155,378.66	125,262.70	1,896,280.00	1,525,596.49	80%	1,896,280.00	80%
<b>640 - INSURANCE</b>								
								% of Year Completed: 100%
01-60-641100	GENERAL LIABILITY INSURANCE	14,083.37	9,060.75	169,000.00	106,711.98	63%	169,000.00	63%
01-60-641200	PUBLIC OFFICIAL LIABILITY	2,025.00	1,588.17	24,300.00	19,057.99	78%	24,300.00	78%
01-60-641500	WORKER'S COMPENSATION	13,750.00	86.00	165,000.00	137,338.00	83%	165,000.00	83%
01-60-641600	EXCESS LIABILITY COVERAGE	8,333.37	7,020.67	100,000.00	81,307.02	81%	100,000.00	81%
01-60-642100	PROPERTY INSURANCE	47,500.00	39,984.83	570,000.00	486,592.98	85%	570,000.00	85%
01-60-642200	AUTOMOBILE INSURANCE	3,750.00	3,279.25	45,000.00	37,113.98	82%	45,000.00	82%

Monthly & YTD Budget Report

For Fiscal: 2025-2026 Period Ending: 4/30/2026

...	...	April 2025-2026 Budget	April 2025-2026 Activity	2025-2026 Seasonal YT...	2025-2026 YTD Activity	Seasonal Percent Used	2025-2026 Total Budget	Total Percent Used
01-60-649100	SELF INSURANCE PROPERTY	8,333.37	0.00	100,000.00	1,911.35	2%	100,000.00	2%
640 - INSURANCE Totals:		97,775.11	61,019.67	1,173,300.00	870,033.30	74%	1,173,300.00	74%

650 - OPERATIONAL SUPPORT SRVS

% of Year Completed: 100%

01-60-651200	GENERATOR DIESEL FUEL	9,375.00	59,819.58	112,500.00	95,676.32	85%	112,500.00	85%
01-60-651300	NATURAL GAS	2,762.10	1,828.77	33,000.00	24,647.04	75%	33,000.00	75%
01-60-651401	TELEPHONE	6,321.74	4,206.51	75,860.00	54,098.30	71%	75,860.00	71%
01-60-651403	RADIOS	2,218.05	0.00	26,500.00	18,816.00	71%	26,500.00	71%
01-60-651404	REPAIRS & EQUIPMENT	383.37	0.00	4,600.00	461.75	10%	4,600.00	10%
01-60-652100	OFFICE SUPPLIES	2,541.74	4,045.46	30,500.00	25,055.44	82%	30,500.00	82%
01-60-652200	BOOKS & PUBLICATIONS	837.50	743.95	10,050.00	7,386.71	73%	10,050.00	73%
01-60-653100	PRINTING- GENERAL	808.37	245.40	9,700.00	1,385.26	14%	9,700.00	14%
01-60-653200	POSTAGE & DELIVERY	533.37	342.82	6,400.00	2,278.10	36%	6,400.00	36%
01-60-654000	PROFESSIONAL DUES	1,868.75	0.00	22,425.00	22,339.56	100%	22,425.00	100%
01-60-655000	REPAIRS & MAINT- OFFICE EQUI	738.30	566.98	8,820.00	6,314.86	72%	8,820.00	72%
01-60-656000	REPAIRS & MAINT- BLDGS & GRN	22,000.00	20,523.52	264,000.00	233,475.99	88%	264,000.00	88%
01-60-659000	COMPUTER SOFTWARE/LICENSING	16,986.97	5,082.94	202,950.00	172,072.93	85%	202,950.00	85%
01-60-659100	OTHER ADMINISTRATIVE EXPENSE	1,674.00	501.50	20,000.00	17,996.04	90%	20,000.00	90%
650 - OPERATIONAL SUPPORT SRVS Totals:		69,049.26	97,907.43	827,305.00	682,004.30	82%	827,305.00	82%

660 - WATER OPERATION

% of Year Completed: 100%

01-60-661101	WATER BILLING	9,308,026.44	9,928,273.83	126,812,348.56	134,188,680.81	106%	126,812,348.56	106%
01-60-661102	ELECTRICITY	161,480.00	155,000.00	2,200,000.00	1,781,251.60	81%	2,200,000.00	81%
01-60-661103	OPERATIONS & MAINTENANCE	65,000.00	46,007.50	780,000.00	665,530.06	85%	780,000.00	85%
01-60-661104	MAJOR MAINTENANCE	37,500.00	120,482.69	450,000.00	383,080.69	85%	450,000.00	85%
01-60-661201	PUMP STATION	201,850.00	124,139.93	2,750,000.00	2,140,299.57	78%	2,750,000.00	78%
01-60-661202	METER STATION, ROV, TANK SITE	14,680.00	7,028.25	200,000.00	180,029.88	90%	200,000.00	90%
01-60-661300	WATER CHEMICALS	4,825.00	14,007.44	57,900.00	25,419.56	44%	57,900.00	44%
01-60-661400	WATER QUALITY TESTING	9,916.74	1,962.99	119,000.00	71,266.54	60%	119,000.00	60%
01-60-662100	PUMPING SERVICES	67,441.74	330,833.61	809,300.00	733,308.15	91%	809,300.00	91%
01-60-662200	INSTRUMENTATION	5,838.13	10,044.40	69,750.00	36,768.64	53%	69,750.00	53%
01-60-662300	METER TESTING & REPAIRS	4,583.37	11,015.75	55,000.00	38,091.13	69%	55,000.00	69%
01-60-662400	SCADA	1,498.23	206.96	17,900.00	2,177.34	12%	17,900.00	12%
01-60-662500	EQUIPMENT RENTAL	1,339.20	0.00	16,000.00	0.00	0%	16,000.00	0%
01-60-662600	UNIFORMS	2,176.20	822.71	26,000.00	13,418.77	52%	26,000.00	52%
01-60-662700	SAFETY	15,008.37	35,715.71	180,100.00	113,794.48	63%	180,100.00	63%
01-60-663100	PIPELINE REPAIRS	112,500.00	487,507.52	1,350,000.00	1,226,195.14	91%	1,350,000.00	91%
01-60-663200	CORROSION TESTING & MITIGATION	25,000.00	7,833.36	300,000.00	126,033.41	42%	300,000.00	42%
01-60-663300	REMOTE FACILITIES MAINTENANCE	23,268.60	50,913.87	278,000.00	196,924.07	71%	278,000.00	71%
01-60-663400	PLAN REVIEW- PIPELINE CONFLI	7,784.10	8,127.81	93,000.00	51,557.96	55%	93,000.00	55%

Monthly & YTD Budget Report

For Fiscal: 2025-2026 Period Ending: 4/30/2026

...	...	April 2025-2026 Budget	April 2025-2026 Activity	2025-2026 Seasonal YT...	2025-2026 YTD Activity	Seasonal Percent Used	2025-2026 Total Budget	Total Percent Used
01-60-663700	PIPELINE SUPPLIES	10,000.00	28,195.82	120,000.00	124,432.13	104%	120,000.00	104%
01-60-664000	MACHINERY & EQUIP- NON CAP	3,448.44	0.00	41,200.00	28,902.67	70%	41,200.00	70%
01-60-664100	REPAIRS & MAINT- VEHICLES	3,651.74	374.32	43,820.00	19,135.57	44%	43,820.00	44%
01-60-664200	FUEL- VEHICLES	3,750.00	5,410.09	45,000.00	35,154.43	78%	45,000.00	78%
01-60-664300	LICENSES- VEHICLES	275.00	0.00	3,300.00	1,512.00	46%	3,300.00	46%
660 - WATER OPERATION Totals:		10,090,841.30	11,373,904.56	136,817,618.56	142,182,964.60	104%	136,817,618.56	104%

680 - LAND & LAND RIGHTS

% of Year Completed: 100%

01-60-681000	LEASES	83.37	0.00	1,000.00	0.00	0%	1,000.00	0%
01-60-682000	PERMITS & FEES	708.37	0.00	8,500.00	5,927.82	70%	8,500.00	70%
680 - LAND & LAND RIGHTS Totals:		791.74	0.00	9,500.00	5,927.82	62%	9,500.00	62%

685 - CAPITAL EQUIP / DEPREC

% of Year Completed: 100%

01-60-685100	COMPUTERS	6,193.80	10,876.70	74,000.00	75,420.11	102%	74,000.00	102%
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	10,952.00	70,000.00	61,709.14	88%	70,000.00	88%
01-60-685800	CAPITALIZED EQUIP	0.00	-10,952.00	-90,000.00	-61,709.14	69%	-90,000.00	69%
01-60-686000	VEHICLES	0.00	0.00	80,000.00	77,398.15	97%	80,000.00	97%
01-60-686800	CAPITALIZED VEHICLE PURCHASES	0.00	0.00	-80,000.00	-77,398.15	97%	-80,000.00	97%
01-60-692000	DEPRECIATION- TRANS MAINS	425,000.00	405,363.84	5,100,000.00	4,847,397.61	95%	5,100,000.00	95%
01-60-693000	DEPRECIATION- BUILDINGS	292,950.00	263,883.70	3,500,000.00	3,167,048.90	90%	3,500,000.00	90%
01-60-694000	DEPRECIATION-PUMPING EQUIPMEI	159,030.00	100,874.31	1,900,000.00	1,466,610.00	77%	1,900,000.00	77%
01-60-695200	DEPRECIATION- OFFICE FURN &	15,066.00	11,323.81	180,000.00	84,068.31	47%	180,000.00	47%
01-60-696000	DEPRECIATION- VEHICLES	16,405.20	12,451.37	196,000.00	153,855.66	78%	196,000.00	78%
685 - CAPITAL EQUIP / DEPREC Totals:		914,645.00	804,773.73	10,950,000.00	9,794,400.59	89%	10,950,000.00	89%

710 - CONSTRUCTION IN PROGRESS

% of Year Completed: 100%

01-60-722200	DPPS BUILDINGS REHAB & MAINT	0.00	0.00	300,000.00	94,147.54	31%	300,000.00	31%
01-60-722202	DPPS VALVE REPLACEMENT	0.00	0.00	600,000.00	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	7,861.43	500,000.00	47,838.86	10%	500,000.00	10%
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	426,245.41	4,450,000.00	2,732,867.52	61%	4,450,000.00	61%
01-60-772500	ALTERNATIVE WATER SOURCE	0.00	69,267.93	5,000,000.00	765,806.09	15%	5,000,000.00	15%

Monthly & YTD Budget Report

For Fiscal: 2025-2026 Period Ending: 4/30/2026

...	...	April 2025-2026 Budget	April 2025-2026 Activity	2025-2026 Seasonal YTD...	2025-2026 YTD Activity	Seasonal Percent Used	2025-2026 Total Budget	Total Percent Used
01-60-798000	CAPITALIZED FIXED ASSETS	0.00	-503,374.77	-32,170,000.00	-3,816,737.46	12%	-32,170,000.00	12%
710 - CONSTRUCTION IN PROGRESS Totals:		0.00	0.00	0.00	0.00	0%	0.00	0%
<b>850 - ESCROW FUNDED CONSTRUCTION</b>								
								% of Year Completed: 100%
01-80-850001	METERING STATION	0.00	421.77	3,250,000.00	16,900.00	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	6,367,628.29	199,500,000.00	18,654,436.72	9%	199,500,000.00	9%
01-80-899000	CONTRIBUTED/CAPITALIZED FIXED A	0.00	-6,368,050.06	-204,750,000.00	-18,672,896.72	9%	-204,750,000.00	9%
850 - ESCROW FUNDED CONSTRUCTION Totals:		0.00	0.00	0.00	0.00	0%	0.00	0%
<b>Expense Totals:</b>		<b>11,900,405.27</b>	<b>12,814,217.40</b>	<b>158,637,087.16</b>	<b>161,293,321.87</b>	<b>102%</b>	<b>158,637,087.16</b>	<b>102%</b>
<b>01 - WATER FUND Totals:</b>		<b>944,398.73</b>	<b>1,486,496.87</b>	<b>9,737,185.88</b>	<b>-553,776.94</b>	<b>-6%</b>	<b>9,737,185.88</b>	<b>-6%</b>



**Resolution R-33-26**  
**Account:** 01-60-686000

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**Approvals:** *Author / Manager / Finance / Admin*  
**RCB RCB CAP PDM**

**REQUEST FOR BOARD ACTION**

**Date:** 5/14/2026  
**Description:** **A Resolution Authorizing the Purchase of Budgeted FY-26/27 Vehicles via the Suburban Purchasing Cooperative, and Ancillary Equipment**  
**Agenda Section:** Administration Committee  
**Originating Department:** Administration

The FY2026/2027 Annual Budget includes funding for two (2) Sport Utility Vehicles (SUV) and one (1) Utility Truck, both with ancillary equipment. The request for these purchases is twofold; to replace an ageing vehicle as delineated by the Commission’s Vehicle Replacement Policy and to add two (2) new vehicles to the fleet to support field operations staff throughout the Commission’s expanding service area. The vehicles will be procured through the Suburban Purchasing Cooperative (SPC), a joint purchasing program sponsored by the Northwest Municipal Conference, DuPage Mayors & Managers Conference, South Suburban Mayors and Managers Association, and the Will County Governmental League.

The purchase of the vehicles will be through the issuance of purchase orders to the appropriate contracted dealerships specific to the make and model of each vehicle.

Qty of 2	Ford Explorer SUV	Currie Motors-SPC Contract #204	\$94,650
Qty of 1	Ford F250 Utility-Body Truck	Sutton Ford-SPC Contract #221	\$94,817
		Total SPC Vehicle Purchase	<u>\$189,467</u>
		Ancillary Equipment by Others	\$20,533

Approval of R-33-26 would authorize the purchase of the three (3) vehicles with a combined cost not to exceed the budgeted amount of \$210,000 including additional ancillary equipment installations to be installed after each vehicle is received by the Commission.

**Recommended Motion:**

To approve Resolution R-33-26. authorizing the General Manager to purchase three (3) vehicles including ancillary equipment Not-To-Exceed \$210,000.

DuPAGE WATER COMMISSION

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**RESOLUTION NO. R-33-26**

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A RESOLUTION AUTHORIZING THE PURCHASE OF BUDGETED FY-26/27 VEHICLES VIA THE  
SUBURBAN PURCHASING COOPERATIVE AND ANCILLARY EQUIPMENT

WHEREAS, pursuant to Article VIII, Section 4 of the Commission's By-Laws, and as required by State Statute, the Commission solicited a proposal to Furnish and Deliver one new and unused 2025 Ford F-150 Pick-Up truck; and

WHEREAS, the Commission desires to purchase two new and unused 2026 Ford Sport Utility Vehicles and one new and unused 2026 Ford F-250 Utility-Body truck; and

WHEREAS, the purchase of the vehicles will be through the issuance of purchase orders to the appropriate contracted dealerships specific to the make and model of each vehicle under contract with the Suburban Purchasing Cooperative - Joint Purchasing Program; and

WHEREAS, based upon representations made by staff, the Board of Commissioners of the DuPage Water Commission has determined that it is in the best interest of the Commission to authorize the General Manager to purchase the vehicles:

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 two new and unused 2026 Ford Sport Utility Vehicles and one new and unused 2026 Ford F-250 Utility-Body truck for the price set forth in the individual proposals, but not to exceed \$210,000 in the aggregate.

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-33-26docx



## 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:** 5/14/2026

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

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### **Operations Overview**

The Commission's discharge pumping for April 2026 totaled 2.03 billion gallons. This represents an average daily pumpage of 67.8 million gallons per day (MGD), which is slightly lower than the April 2025 average day pumpage of 67.9 MGD. The maximum day discharge was 73.8 MGD, which is lower than the April 2025 maximum day discharge of 75.9 MGD. The minimum discharge was 57.8 MGD.

The recorded total precipitation for April 2026 was 6.58 inches compared to 2.66 inches for April 2025.

### **DuPage Operations & Instrumentation Maintenance and Construction Overview**

The Commission's property insurer, AIG, performed their annual inspection of DWC facilities and will tender a report within the next several months.

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

The third of nine cone valves programmed for service is underway at A/C Service and Repair in York, PA. Acceptance testing of the work is tentative for the last week of May. Delivery and Installation of the valve is tentative for June.

Resolution No. R-34-26 appears on the agenda to authorize the General Manager to purchase material and services from the Hach Chemical Company, for water quality analyzers and ancillary equipment, at a total cost not-to-exceed \$100,000 for Fiscal Year 26/27.

Resolution No. R-35-26 appears on the agenda to authorize the General Manager to purchase material and labor services from Altorfer Power Systems for the Commission's Emergency Generator Systems, at a total cost not-to-exceed \$100,000, for Fiscal Year 26/27.

Resolution No. R-36-26 appears on the agenda to authorize the General Manager to purchase material and labor service for the Commission's High Lift Pumps and Motor Bearing Systems, at a cost not-to-exceed \$100,000 from Kingsbury Inc., for Fiscal Year 26/27.

Resolution No. R-37-26 appears on the agenda to authorize the General Manager to purchase material and labor service from Superior Industrial Equipment for the Commission's High Lift Pumps, on an as needed basis, at a cost not to exceed \$100,000, for Fiscal Year 26/27.

Resolution No. R-38-26 appears on the agenda to authorize the General Manager to purchase material and labor service from Electric Machinery-WEG Group for the Commission's High Lift Pump Motors on an as needed basis, at a cost not to exceed \$100,000, for Fiscal Year 26/27.

Resolution No. R-39-26 appears on the agenda to authorize the General Manager to purchase material and labor service from Schneider Electric for the Commission's Building Automation System (BAS) on an as needed basis, at a total cost not-to-exceed \$100,000, for Fiscal Year 26/27.

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

Resolution R-49-26 appears on the agenda to approve and ratify the 2<sup>nd</sup> Amendment to Task Order No. 01 with Arcadis USA, Inc., to perform a thorough review and update be performed to ensure full compliance with regulatory standards, and that any new, updated, or emerging standards and requirements are met in a Risk and Resilience Assessment and update the Emergency Response Plan.

### **Lexington Operations and Maintenance Overview**

The Commission's property insurer, AIG, performed their annual inspection at the Lexington Pump Station and will tender a report within the next several months.

No Change: 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 ongoing. 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 and Commissioner Suess have participated in collaboration meetings with leadership from NSMJAWA to discuss governance concepts, and significant progress has been made on a governance structure; Chairman Zay will report back to the Board with status and considerations.

Resolution R-50-26 appears on the agenda to approve Task Order No. 03 with Delve Underground for Lake Michigan geotechnical planning services including Project Management & Coordination, Preliminary Geotechnical Investigation Planning and Permitting for Lake Michigan coring at a cost not-to-exceed \$150,000.

### **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.

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-40-26 appears on the agenda to approve and ratify Work Authorization Order No. 13.005 to Quick Response Contractor, John Neri Construction Co., Inc. due to the scope and costs of work increasing as the location of existing underground utility lines dictated additional excavation and material as well as to satisfy traffic control and pavement requests by the Village of Villa Park.

Resolution R-41-26 appears on the agenda to approve and ratify Work Authorization Order No. 13.009 to Quick Response Contractor, John Neri Construction Co., Inc. The work is necessary to repair a leaking Air Release Valve located in the Village of Broadview.

### **SCADA & Information Technology Overview**

The SCADA Replacement Project (Contract PSD-9/21) is ongoing, with remote site work starting in earnest, starting with the meter stations and having the Tank Sites and Lexington lined up for this summer. The campus fiber installation is underway, a majority of the new fiber is pulled, Commission staff is working with Homestead to cutover systems to the new fiber pathways, and this work is anticipated to finish by the end of this month.

Resolution R-42-26 appears on the agenda as the third Amendment to Task Order No. 01 with Carollo Engineers, this amendment is tied to the project extension approved at the April Board Meeting with Change Order No. 7. The Amendment includes an extension of the project management efforts, time for progress and resident engineering meetings, and construction support through January 31, 2028, at a cost increase of \$51,299.33, revising the total Task Order cost to \$1,833,264.33.

Resolution R-43-26 appears on the agenda as the first Amendment to Task Order No. 05 with Carollo Engineers, this amendment is tied to the project extension approved at the April Board Meeting with Change Order No. 7. The Amendment includes an extension of the resident engineering efforts, time

for progress and resident engineering meetings, and construction support through February 28, 2028. This amendment comes as a no cost change item, as there were tasks in the original scope of work that are not needed or the estimated hours were more than what was used.

The annual Customer Meter Testing Program is underway and is currently 7% complete.

### **Engineering & Capital Improvement Program Overview**

Staff continues to work with V3 Companies, with regards to traffic control engineering at specific Commission remote sites. Exhibits for the first round of 26 sites have been completed, including review and incorporation of Commission staff input, with a second round of staff-selected sites having recently been shared for additional exhibit creation.

A solicitation has recently been issued for geotechnical work needed to confirm the feasibility of the upcoming cathodic protection improvement. Proposals are due at the end of the month, with the work to be completed no more than 60 days after issuance of the Notice to Proceed. Solicitation of the associated cathodic protection improvements will follow, pending the results of the geotechnical investigation.

Additional work related to cathodic protection continues to move forward with Resolution R-44-26 on the agenda, which would award a contract to Corpro for the Commission's annual test point survey.

### **WaterLink Communities (Montgomery/Oswego/Yorkville)**

The Phase II engineering effort remains ongoing and is nearly complete at this time. Permit submittals continue to be coordinated, with all review comments assessed and incorporated as necessary into the project drawings. With additional permitting requirements having been imposed since the onset of the permitting effort, Resolutions R-46-26 and R-47-26 appear on the agenda to allow Stanley Consultants to continue permitting efforts as needed on the WaterLink Project in order to maintain overall schedule requirements.

Efforts related to easement acquisition also continue, with multiple ordinances appearing on the agenda tonight in O-16-26, O-17-26, and O-18-26. These items include necessary property acquisition (easements) required in order to complete the construction of the WaterLink Pipeline.

Resolution R-45-26 appears on the agenda, which would extend the Burns & McDonnell Program Management effort beyond the first year of the project. This task order was originally setup to allow for a budget expenditure to last only through the first year of the WaterLink Program, however, due to the remaining funds, the timeline has been extended through the second year of the WaterLink Program, or until the remaining funds are expended.

Additional consulting work efforts are underway via the Commission's engagement with Arcadis, US, to serve as the Environmental Consultant of Choice (ECOC) to help manage spoil removal within the ComEd-owned portion of the project. The recommended contract award to complete this work is included in Resolution R-48-26 of the agenda.

Construction on the Book Road section remains underway, with over 3,500 feet of the 54" main installed thus far, along with blow-off and air release valve appurtenances. After working to resolve some recent complications, the connection to the Commission's existing distribution network was

delayed slightly, beginning last week. All pipe and appurtenances for this section of work are on site, with the work scheduled to be completed around the end of the month. 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.

The last section of 54" pipeline was advertised in April and opened on May 6<sup>th</sup>. The recommended contract award for this section is anticipated to be on the agenda at the June Board meeting. Additionally, the bid package for the Meter Stations has been advertised and is scheduled to open in early June, leaving two of the smaller diameter pipeline packages (FW 1/25 Sections 3 & 4) as the only packages remaining to be advertised. Those are anticipated to be advertised later in the month of May or June, with contract recommendations tentatively scheduled for August.

### **Board Action Items**

**Resolution R-34-26:** A Resolution Authorizing the General Manager to Purchase Materials and Services to Maintain Water Quality Analyzers and Ancillary Equipment (**Hach Chemical Co. – Not-To-Exceed \$100,000**)

**Resolution R-35-26:** A Resolution Authorizing the General Manager to Purchase Materials and Labor Services for the Commission's Emergency Generator System (**Altorfer Power Systems – Not-To-Exceed \$100,000**)

**Resolution R-36-26:** A Resolution Authorizing the General Manager to Purchase Materials and Labor Services to Maintain High Lift Pump and Motor Bearing Systems (**Kingsbury, Inc. – Not-To-Exceed \$100,000**)

**Resolution R-37-26:** A Resolution Authorizing the General Manager to Purchase Replacement Mechanical Seals, Associated Parts, and Labor Service for the Commission's High-Lift Pumps (**Superior Industrial Equipment – Not-To-Exceed \$100,000**)

**Resolution R-38-26:** A Resolution Authorizing the General Manager to Purchase Material and Services to Maintain Electric Motors for High-Lift Pumping Equipment (**Electric Machinery/WEG Group – Not-To-Exceed \$100,000**)

**Resolution R-39-26:** A Resolution Authorizing the General Manager to Purchase Materials and Labor Services for the Commission's Building Automation System (**Schneider Electric – Not-To-Exceed \$100,000**)

**Resolution R-40-26:** A Resolution to Approve & Ratify Certain Revised Work Authorization Orders Under Quick Response Contract QR-13/25 (**WAO-005 – John Neri Construction Co., Inc. – Increase Estimated Expense from \$227,000 to \$270,000**)

**Resolution R-41-26:** A Resolution to Approve & Ratify Certain Work Authorization Orders Under Quick Response Contract QR-13/25 (**WAO-009 – John Neri Construction Co., Inc. – Estimated Expense of \$18,500**)

**Resolution R-42-26:** A Resolution Approving and Ratifying a Third Amendment to Task Order No. 01 Under a Master Contract with Carollo Engineers (**Additional Estimated Expense of \$51,299.33**)

**Resolution R-43-26:** A Resolution Approving and Ratifying a First Amendment to Task Order No. 05 Under a Master Contract with Strand Associates (**Extension of Contract Time – No Additional Expense**)

**Resolution R-44-26:** A Resolution Approving Task Order No. 03 Under a Master Contract with Corpro Companies, Inc. (**Not-To-Exceed \$59,700**)

**Resolution R-45-26:** A Resolution Approving and Ratifying a First Amendment to Task Order No. 07 Under a Master Contract with Burns & McDonnell, Engineering Co., Inc., for Program Management Services and TW-6/25 Section 3 Bid Package Construction Engineering (**Extension of Contract Time – No Additional Expense**)

**Resolution R-46-26:** A Resolution Authorizing the Execution of Task Order No. 4 Under a Master Services Agreement with Stanley Consultants, Inc. (**Not-To-Exceed \$87,246**)

**Resolution R-47-26:** A Resolution Authorizing the Execution of Task Order No. 5 Under a Master Services Agreement with Stanley Consultants, Inc. (**Estimated Expense of \$30,000**)

**Resolution R-48-26:** A Resolution Approving and Ratifying A First Amendment to Task Order No. 03 Under a Master Contract with Arcadis US, Inc., to Serve as the Environmental Contractor of Choice on the WaterLink Project (**Not-To-Exceed \$8,166,151**)

**Resolution R-49-26:** A Resolution Approving and Ratifying Certain Task Order Amendments Under a Master Contract with Arcadis USA, Inc. (**Estimated Cost of \$210,000**)

**Resolution R-50-26:** A Resolution Approving and Authorizing Task Order No. 3 with Jacobs Associates dba Delve Underground, for Professional Consulting Services RE Source Water Project Lake Bottom Coring (**Not-To-Exceed \$150,000**)

**Attachments**

1. DuPage Laboratory Bench Sheets for April 2026
2. Water Sales Analysis 01-May-2022 to 30-April-2026
3. WaterLink Status Report
4. Alternate Water Source Report

DU PAGE WATER COMMISSION  
WATER SALES ANALYSIS

01-May-92 TO 30-Apr-26

PER DAY AVERAGE 77,650,325

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
Apr-26	1,980,944,000	2,034,065,526	97.39%	\$11,489,475.20	\$9,928,273.83	550,092	0.03%	97.42%	\$5.80	\$4.881
TOTALS (1)	964,261,734,798	991,838,016,451	97.22%	\$2,593,123,600.00	\$2,282,999,933.36	903,244,321	0.09%	97.31%	\$2.69	\$2.302

(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

Apr-25	26,851,707,000	27,503,019,196	97.63%	149,832,525	128,712,655			\$5.58	\$4.680
Apr-26	26,898,289,000	27,585,957,608	97.51%	156,010,076	134,188,681			\$5.80	\$4.864
	46,582,000	82,938,412		\$6,177,551	\$5,476,026				
	0.2%	0.3%		4.1%	4.3%				
Month									
Apr-25	2,007,784,000	2,062,448,476	97.35%	11,203,435	9,679,071			\$5.58	\$4.693
Apr-26	1,980,944,000	2,034,065,526	97.39%	11,489,475	9,928,274			\$5.80	\$4.881
	(26,840,000)	(28,382,950)		\$286,040	\$249,203				
	-1.3%	-1.4%		2.6%	2.6%				
Apr>Mar	(22,538,000)	(19,702,384)		(130,720)	(96,167)				



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

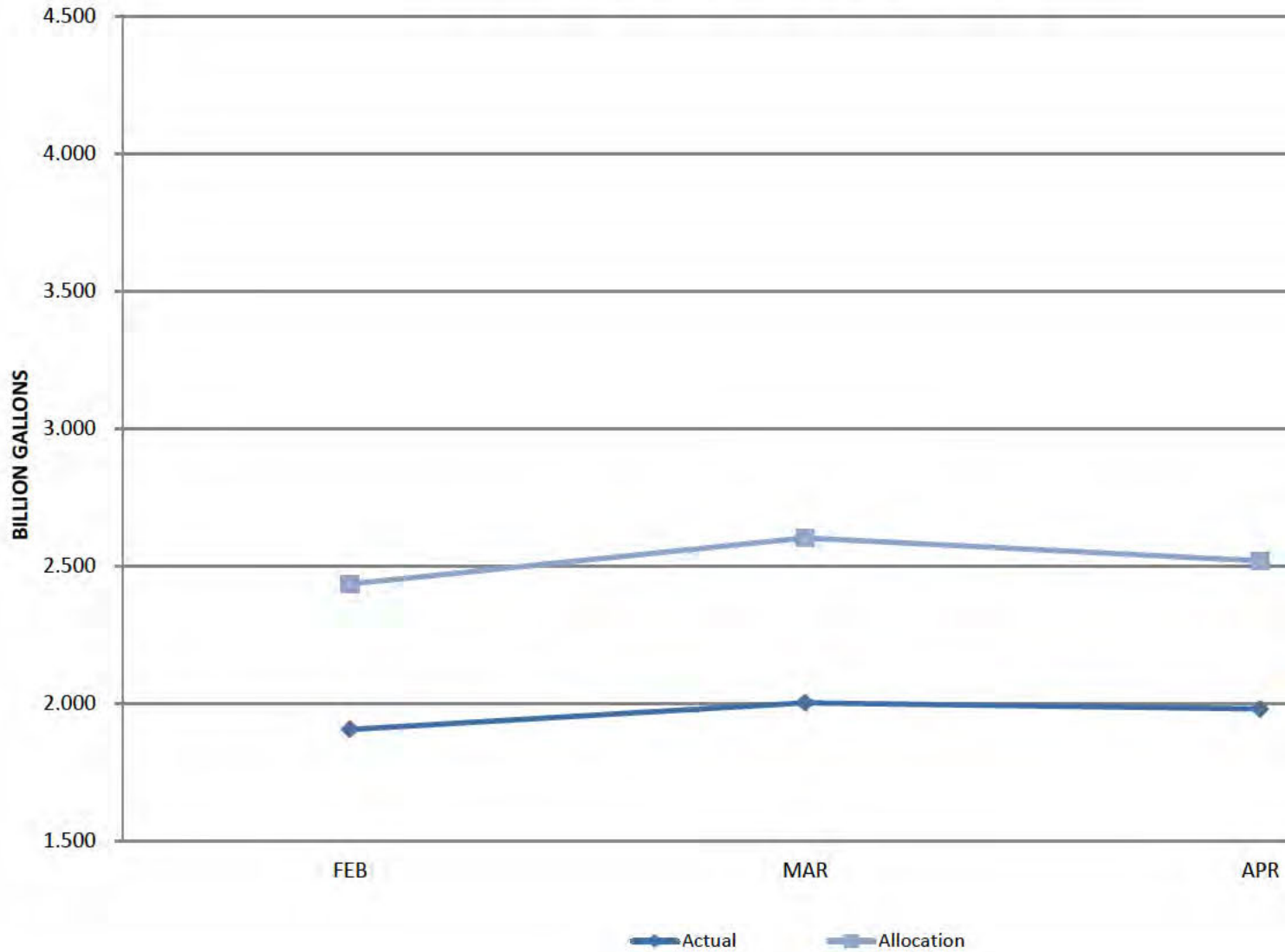
**DUPAGE WATER COMMISSION LABORATORY BENCH SHEET RESULTS**

DATE	CHICAGO SUPPLY				DUPAGE DISCHARGE						
	FREE Cl <sub>2</sub> (mg/L)	TURBIDITY (ntu)	O-PO <sub>4</sub> (mg/L)	POWDER ACTIVATED CARBON ADDED (LBS/MG)	FREE Cl <sub>2</sub> (mg/L)	TURBIDITY (ntu)	TEMP (°F)	pH	Fluoride (mg/L)	O-PO <sub>4</sub> (mg/L)	ANALYST INT.
1	1.49	0.05	1.61	0.00	1.43	0.07	53	7.4	0.7	1.61	R.C.
2	1.38	0.05	1.59	0.00	1.46	0.07	54	7.4	0.7	1.49	R.C.
3	1.37	0.06	1.61	0.00	1.37	0.06	56	7.4	0.8	2.11	R.C.
4	1.43	0.05	2.16	0.00	1.38	0.09	56	7.4	0.8	2.16	R.C.
5	1.39	0.06	2.24	0.00	1.39	0.06	58	7.4	0.7	2.13	R.C.
6	1.34	0.05	2.22	0.00	1.37	0.08	58	7.4	0.8	2.20	R.C.
7	1.36	0.05	2.04	0.00	1.32	0.06	56	7.4	0.7	2.12	R.C.
8	1.33	0.06	2.08	0.00	1.33	0.06	55	7.3	0.8	2.09	A.M.
9	1.39	0.06	2.26	0.00	1.29	0.07	55	7.4	0.7	2.26	A.M.
10	1.38	0.06	1.47	0.00	1.32	0.07	54	7.3	0.7	1.64	A.M.
11	1.41	0.07	1.52	0.00	1.29	0.06	56	7.3	0.7	1.60	J.S.
12	1.42	0.05	1.75	0.00	1.33	0.06	54	7.3	0.7	1.39	J.S.
13	1.43	0.06	1.54	0.00	1.29	0.06	54	7.4	0.7	1.50	A.M.
14	1.52	0.05	1.42	0.00	1.26	0.05	52	7.4	0.7	1.61	A.M.
15	1.43	0.05	1.63	0.00	1.31	0.05	54	7.3	0.7	1.52	J.S.
16	1.43	0.05	1.61	0.00	1.35	0.07	54	7.3	0.7	1.51	J.S.
17	1.44	0.05	1.67	0.00	1.31	0.05	53	7.4	0.7	1.42	J.S.
18	1.44	0.08	1.50	0.00	1.29	0.10	52	7.4	0.8	1.55	A.M.
19	1.43	0.05	1.39	0.00	1.31	0.08	52	7.4	0.7	1.56	A.M.
20	1.44	0.04	1.63	0.00	1.37	0.05	54	7.3	0.7	1.44	J.S.
21	1.44	0.05	1.58	0.00	1.35	0.06	55	7.4	0.7	1.47	J.S.
22	1.36	0.05	1.42	0.00	1.29	0.05	54	7.4	0.7	1.52	A.M.
23	1.49	0.05	1.44	0.00	1.33	0.05	54	7.4	0.7	1.44	A.M.
24	1.41	0.04	1.52	0.00	1.31	0.05	54	7.4	0.7	1.66	A.M.
25	1.4	0.03	1.66	0.00	1.25	0.05	55	7.4	0.7	1.46	J.S.
26	1.18	0.08	1.65	0.00	1.25	0.05	56	7.4	0.7	1.52	J.S.
27	1.32	0.06	1.41	0.00	1.27	0.05	54	7.4	0.7	1.50	A.M.
28	1.41	0.05	1.45	0.00	1.23	0.05	55	7.4	0.7	1.52	A.M.
29	1.39	0.04	1.67	0.00	1.32	0.05	56	7.4	0.7	1.48	J.S.
30	1.36	0.05	1.58	0.00	1.29	0.06	57	7.4	0.7	1.46	J.S.
31											
AVG.	1.40	0.05	1.68	0.00	1.32	0.06	54.67	7.38	0.72	1.66	
MAX.	1.52	0.08	2.26	0.00	1.46	0.1	58	7.4	0.8	2.26	
MIN.	1.18	0.03	1.39	0.00	1.23	0.05	52	7.3	0.68	1.39	

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

Date

## 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:** May 12, 2026

**MEETING DATE:** May 21, 2026

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### **I. Progress through May 12, 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 complete.
  - 5. Geotechnical
    - a) Total of 203 borings (99%) completed to date in Phase 2 through February '26.
    - b) Additional geotechnical borings for Fox River re-route completed in January – final report complete.
    - 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. Bids received 05/06/26.
  - 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 submitted comment disposition and coordination meeting with IDOT to be held in the near future, pending IDOT response.

### 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. Project advertised for bids 05/07/26.
2. Project bid date on 06/05/26.
3. WaterLink building permits in progress.

## 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





## MONTHLY STATUS REPORT

- 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 April 30, 2026:
  - a) Total: \$20,617,696 (96%)

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

- A. Schedule Update Meetings with Burns & McDonnell – Various
- B. TW-6/25 Section 3C Pre-Bid Meeting – April 13, 2026
- C. Weekly Check-In Meetings – Various

### V. Upcoming Tasks & Meetings

- A. Weekly Check-In Meetings – Various
- B. Schedule Coordination with Burns & McDonnell – Various
- C. ComEd Coordination Meetings – As Needed
- D. Permit submittals to various review agencies.
- E. MS 22/25 Pre-Bid Meeting – May 19, 2026
- F. FW-1/25 Section 3 Advertisement
- G. FW-1/25 Section 4 Advertisement





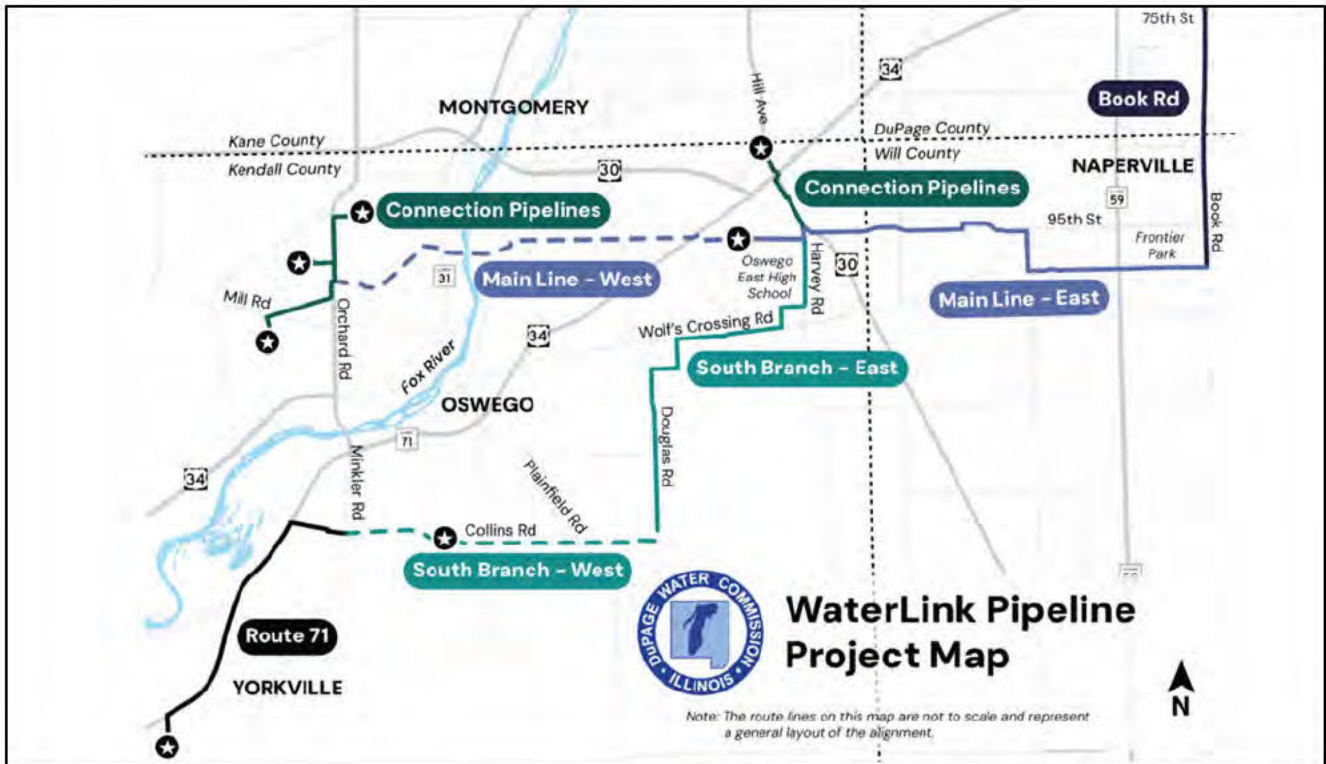
## DuPage Water Commission WaterLink Extension Phase II Design Schedule

ID	Task Name	Duration	Start	Finish	2025												2026												2027																																																																							
					Qtr 1, 2025			Qtr 2, 2025			Qtr 3, 2025			Qtr 4, 2025			Qtr 1, 2026			Qtr 2, 2026			Qtr 3, 2026			Qtr 4, 2026			Qtr 1, 2027			Qtr 2, 2027			Qtr 3, 2027			Qtr 4, 2027																																																														
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec																																																												
1	<b>DWC WATERLINK PHASE II DESIGN</b>	<b>700 days</b>	<b>Mon 6/3/24</b>	<b>Mon 5/4/26</b>																																																																																																
29	<b>BIDDING PHASE</b>	<b>434 days</b>	<b>Fri 5/23/25</b>	<b>Fri 7/31/26</b>																																																																																																
30	TW-6/25 Section 1 (Book Rd)   Advertise-Bid Open	39 days	Fri 5/23/25	Tue 7/1/25	5/23																																																100%																																															
31	TW-6/25 Section 2A & 2B   Advertise-Bid Open	35 days	Fri 9/26/25	Fri 10/31/25																																																9/26	100%																																															
32	TW-6/25 Section 2C, 3A, 3B   Advertise-Bid Open	42 days	Fri 11/7/25	Fri 12/19/25																																																11/7	100%																																															
33	FW-1/25 Section 1 & 2   Advertise-Bid Open	38 days	Mon 12/29/25	Thu 2/5/26																																																12/29	100%																																															
34	TW-6/25 Section 3C   Advertise-Bid Open	38 days	Mon 3/30/26	Wed 5/6/26																																																3/30	100%																																															
35	MS 22/25   Advertise-Bid Open	30 days	Thu 5/7/26	Fri 6/5/26																																																5/7	15%																																															
36	FW-1/25 Section 4   Advertise-Bid Open	42 days	Fri 6/12/26	Fri 7/24/26																																																6/12	0%																																															
37	FW-1/25 Section 3   Advertise-Bid Open	35 days	Fri 6/26/26	Fri 7/31/26																																																6/26	0%																																															
38	<b>CONSTRUCTION PHASE</b>	<b>909 days</b>	<b>Thu 8/21/25</b>	<b>Wed 2/16/28</b>																																																																																																
39	TW-6/25 Section 1 (Book Rd)   Construction	470 days	Thu 9/18/25	Thu 12/31/26																																																9/18	52%																																															
40	TW-6/25 Section 2A & 2B   Construction	730 days	Thu 11/20/25	Sat 11/20/27																																																11/20	25%																																															
41	TW-6/25 Section 2C, 3A, 3B   Construction	730 days	Thu 1/15/26	Sat 1/15/28																																																1/15																																																
42	FW-1/25 Section 1 & 2   Construction	600 days	Thu 2/19/26	Tue 10/12/27																																																2/19	15%																																															
43	TW-6/25 Section 3C   Construction	600 days	Thu 5/21/26	Tue 1/11/28																																																5/21																																																
44	MS 22/25   Construction	600 days	Fri 6/19/26	Wed 2/9/28																																																5/19																																																
45	FW-1/25 Section 4   Construction	420 days	Thu 8/20/26	Thu 10/14/27																																																8/20	0%																																															
46	FW-1/25 Section 3   Construction	420 days	Thu 8/20/26	Thu 10/14/27																																																8/20	0%																																															
47	<b>COMMISSIONING</b>	<b>90 days</b>	<b>Mon 4/3/28</b>	<b>Sun 7/2/28</b>																																																																																																
48	Commissioning WaterLink System	90 days	Mon 4/3/28	Sun 7/2/28																																																																																																



**May 2026**

*Data through April 30, 2026*



## Program Overview

Project Section	Monthly Progress Update
Book Road (TW-6/25 Section 1)	Under construction
Main Line – East (TW-6/25 Section 2A) (TW-6/25 Section 2B) (TW-6/25 Section 2C)	Contract awarded Contract awarded Contract awarded
Main Line – West (TW-6/25 Section 3A) (TW-6/25 Section 3B) (TW-6/25 Section 3C)	Contract awarded Contract awarded Bids due May 6, 2026
South Branch – East (FW-1/25 Section 1)	Under construction
South Branch – West (FW-1/25 Section 2)	Contract awarded
Route 71 (FW-1/25 Section 3)	Bid package under development
Connection Pipelines (FW-1/25 Section 4)	Bid package under development
Meter Stations (MS 22/25)	Bid to be advertised May 7, 2026

## Project Stats & Milestones

Through April, crews have placed more than 2,900 feet of 54" water main along Book Road (Section 1). In total, approximately 16,300 feet of pipe will be installed beneath Book Road. Crews are beginning to mobilize in the ComEd corridor of Main Line – East (Section 2) now that tree clearing has been completed.

Project Section	Monthly Construction Update	Percent Complete
Book Road	Crews placed 250 ft of 72" steel casing pipe, 600 ft of 48" water main, and over 1,900 ft of 54" water main.	18%
Main Line – East	Crews mobilized to perform tree clearing and have begun stripping topsoil at the eastern half of the project area.	2%
Main Line – West	Tree clearing activity has been completed.	1%
South Branch – East	Tree clearing activity has begun.	0%
South Branch – West	Construction has not yet begun.	0%
Route 71	Construction has not yet begun.	0%
Connection Pipelines	Construction has not yet begun.	0%
Meter Stations	Construction has not yet begun.	0%



*Excavation along Book Road.; 54" water main.*

## Schedule & Cost Tracking

Through April, eight of the twelve contracts have been awarded for construction. Design and bidding activities are ongoing for the remaining four sections, with construction contract awards targeted for Q3 2026. Pipeline construction has commenced on TW-6/25 - Section 1 Book Road. Overall, the program schedule remains on track to achieve the targeted community water delivery dates.

Contract Section	Design	Permit Acquisition	Easement Acquisition	Construction Completion (per contract)
TW-6/25 – Section 1	Complete	Complete	NA	12-31-2026
TW-6/25 – Section 2a	Complete	In Progress	In Progress	02-06-2028
TW-6/25 – Section 2b	Complete	In Progress	In Progress	02-06-2028
TW-6/25 – Section 2c	Complete	In Progress	In Progress	02-06-2028
TW-6/25 – Section 3a	Complete	In Progress	In Progress	02-13-2028
TW-6/25 – Section 3b	Complete	In Progress	In Progress	02-13-2028
TW-6/25 – Section 3c	Complete	In Progress	In Progress	To be determined*
FW-1/25 – Section 1	Complete	In Progress	In Progress	10-12-2027
FW-1/25 – Section 2	Complete	In Progress	In Progress	10-12-2027
FW-1/25 – Section 3	In Progress	In Progress	In Progress	To be determined*
FW-1/25 – Section 4	In Progress	In Progress	In Progress	To be determined*
Meter Stations	In Progress	In Progress	In Progress	To be determined*

# \$35.1 Million Spent

*\*Completion dates for sections that have not been awarded are estimates and subject to change.*



*\*\*Montgomery is not shown on the timeline because there's a significant gap in time. They are scheduled for water delivery in 2030.*



**Resolution #:** R-34-26

**Account:** 01-60-629000, 01-60-662200,  
01-60-663300, 01-60-685600

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

**MW RCB CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 5/14/2026

**Description:** A Resolution Authorizing the General Manager to Purchase Materials and Services to Maintain Water Quality Analyzers and Ancillary Equipment

**Agenda Section:** Engineering & Construction

**Originating Department:** Operations & Instrumentation

---

Resolution No. R-34-26 would authorize the General Manager to purchase material and services from Hach Company for water quality analyzers and ancillary equipment, on an as needed basis by issuance of purchase orders at a total not-to-exceed \$100,000 for Fiscal Year 26/27.

The Commission utilizes a variety of Hach analyzers and equipment including 28 Chlorine Analyzers, 3 Turbidity Analyzers, 6 pH and temperature sensors and a variety of laboratory and field analytical equipment. Quarterly unit maintenance by Hach authorized service including semi-annual and monthly maintenance as well as providing analytical chemicals/reagents necessary to maintain accurate measurements and readings throughout the distribution system.

Maintaining adequate chlorine residuals and water quality throughout the Commission's distribution system is mandated by the Illinois Environmental Protection Agency, maintaining the water quality analyzers and ancillary equipment will enhance the ability to document compliance with the regulations and ensure the continued supply of safe drinking water throughout the DuPage Water Commission system.

There is no cost component for this action at this time.

---

**Recommended Motion:**

To approve Resolution R-34-26. authorizing the General Manager to purchase materials and services from the Hach Chemical Company at a total not-to-exceed \$100,000 for Fiscal Year 26/27

DUPAGE WATER COMMISSION

---

**RESOLUTION NO. R-34-26**

---

A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO PURCHASE MATERIALS AND SERVICES FROM A SOLE SOURCE PROVIDER TO MAINTAIN WATER QUALITY ANALYZERS AND ANCILLARY EQUIPMENT

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

WHEREAS, Hach Company is the Original Equipment Manufacturer (OEM) of water quality analyzers, ancillary equipment and analytical chemicals found at the DuPage Pumping Station and throughout its distribution system; and

WHEREAS, Hach Company provides factory trained service, OEM Parts and chemicals, product enhancement service, and customer and warranty service; and

WHEREAS, the Commission desires to purchase Materials and Services for installed Water Quality Analyzers and ancillary equipment from the Hach Company; and

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

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

SECTION TWO: The General Manager is hereby authorized to purchase material and services from the Hach Chemical Company in Fiscal Year 26/27 in an amount not to exceed \$100,000.

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/2026/R-34-26.docx

EXHIBIT 1

---

Hach Sole Source Letter



## Hach Service and Parts

Dear Customer:

The instruments you purchased, part of the following family of brands --- Hach, Great Lakes Instruments, American Sigma, Radiometer Analytical, Lachat, Marsh-McBirney, OptiQuant, Astro, Anatel, Orbisphere, ELE, HIAC, MetOne, and Polymetron --- were designed to be reliable, durable, and easy to operate. Our goal is to design and manufacture instruments that give accurate readings with minimum maintenance requirements.

The Hach Service Representative is a highly trained professional who has a thorough, in-depth knowledge of the workings of each manufactured instrument. Our factory-trained service personnel are the only people authorized to perform any startup service, maintenance, or repair of these instruments. Because of the many different parameters and types of analyzers, we do not recognize or authorize any other service organization to perform repair or recalibration of these analyzers. As an ISO 9001 certified company, we maintain the highest standards for quality assurance and NIST traceable test and calibration equipment. Also, unauthorized repairs will result in voiding the instrument's warranty.

All parts used in our instruments meet our specifications and conform to our high standards. Many parts that may be available from a local vendor go through a testing procedure before being available as a Hach authorized part to ensure that they meet the performance tolerances specified for proper instrument performance. Additionally, the use of non-Hach supplied parts will result in voiding the instrument's warranty.

We have service repair centers that can repair and return instruments efficiently and economically. For on-site services we have an extensive field service organization. Please contact the Hach Service for additional information.

Sincerely,  
Hach Service



**Resolution #:** R-35-26

**Account:** 01-60-662100

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

**MW RCB CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 5/14/2026

**Description:** **A Resolution Authorizing the General Manager to Purchase Materials and Labor Services for the Commission's Emergency Generator System at a Cost Not-To-Exceed \$100,000 from Altorfer Power Systems.**

**Agenda Section:** Engineering & Construction

**Originating Department:** Operations & Instrumentation

---

Resolution No. R-35-26 would authorize the General Manager to purchase material and labor services from Altorfer Power Systems for the Commission's Emergency Generator System, which may exceed \$20,000 per occurrence, on an as needed basis by issuance of Purchase Order(s) at a total cost not-to-exceed \$100,000 for Fiscal Year 26/27. Altorfer Power Systems is Caterpillar's sole authorized service provider in Northern Illinois and the Chicago Metropolitan area.

The Commission's emergency generator system, which includes five Caterpillar generators and the generator control system, provides emergency power to operate the Commission's High Lift Pumps during utility power loss events.

Altorfer Power Systems provides factory-trained technicians, customer service, and support associated with Caterpillar products. Altorfer Power Systems currently provides preventive maintenance service and periodic repair and troubleshooting services on the generator system and ancillary equipment as needed.

There is no cost component for this action at this time.

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**Recommended Motion:**

To approve Resolution No. R-35-26

---

**RESOLUTION NO. R-35-26**

---

**A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO PURCHASE MATERIALS AND LABOR SERVICES FOR THE COMMISSION'S EMERGENCY GENERATOR SYSTEM**

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's Emergency Generator System includes five Caterpillar generators and a generator control system that provide emergency power to operate the Commission's High Lift Pumps during utility power loss events; and

WHEREAS, Altorfer Power Systems is Caterpillar's sole authorized service provider in Northern Illinois and Chicago Metropolitan area; and

WHEREAS, Altorfer Power Systems provides factory-trained technicians, customer service and support associated with Caterpillar products; and

WHEREAS, Material and labor services would be used on an as-needed basis; and

WHEREAS, the Board of Commissioners of the DuPage Water Commission believes it is in the best interest of the Commission to suspend purchasing procedures and authorize the General Manager to purchase material and labor services for the Commission's Emergency Generator System, which may exceed \$20,000 per occurrence, on an as needed basis by issuance of Purchase Order(s) at a total cost not-to-exceed \$100,000.00 for Fiscal Year 26/27 from Altorfer Power Systems;

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

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

SECTION TWO: That the purchasing procedures contained in Article VIII of the Commission By-Laws are hereby suspended as provided by Article XII, Section 3 of the Commission By-Laws, and that the That the General Manager is hereby granted the authority to purchase material and labor services from Altorfer Power Systems, on an as needed basis at a total cost not-to-exceed \$100,000.00 for Fiscal Year 26/27 without further act.

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

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

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.

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

ATTEST:

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

Board/Resolutions/2026/R-35-26.docx



**Resolution #:** R-36-26

**Account:** 01-60-662100 & 01-60-656000

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

**MW RCB CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 5/14/2026

**Description:** **A Resolution Authorizing the General Manager to Purchase Materials and Labor Services to Maintain High Lift Pump and Motor Bearing Systems at a Cost Not-To-Exceed \$100,000 from Kingsbury Inc.**

**Agenda Section:** Engineering & Construction

**Originating Department:** Operations & Instrumentation

---

Resolution No. R-36-26 would authorize the General Manager to purchase material and labor service for the Commission's High Lift Pump (HLP) and motor bearing systems at a cost not-to-exceed \$100,000 from Kingsbury Inc.

Kingsbury Inc. is the Original Equipment Manufacturer (OEM) of the bearings found on all nine (9) of the Commission's High-Lift Pumps (HLP). Kingsbury Inc. provides factory trained service, OEM parts, product enhancement service and customer service support. Kingsbury Inc. also maintains original copies of the specification and final approved shop drawings sheets from the PSD-1/88 construction project.

In order to maintain the HLP's and Motors, staff is recommending approval of Resolution No. R-36-26 which would authorize the General Manager to purchase material and labor services from Kingsbury Inc. for the HLP and motor systems, on an as-needed basis by issuance of Purchase Order(s) at a total cost not-to-exceed \$100,000 for Fiscal Year 26/27.

There is no cost component for this action at this time.

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**Recommended Motion:**

To approve Resolution No. R-36-26

DUPAGE WATER COMMISSION

---

**RESOLUTION NO. R-36-26**

---

A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO PURCHASE MATERIALS AND SERVICES TO MAINTAIN HIGH-LIFT PUMP AND MOTOR BEARING SYSTEMS AT A COST NOT-TO-EXCEED \$100,000 FROM KINGSBURY INC.

WHEREAS, Kingsbury Inc. is the Original Equipment Manufacturer (OEM) of bearings found on all nine (9) of the Commission's High Lift Pumps (HLP's); and

WHEREAS, Kingsbury provides factory trained service, OEM parts, product enhancement service and customer service support; and

WHEREAS, Kingsbury Inc. also maintains original copies of the specification and build sheets from the PSD 1 construction project; and

WHEREAS, Material and labor services would be used on an as needed basis; and

WHEREAS, the Board of Commissioners of the DuPage Water Commission believes it is in the best interest of the Commission to authorize the General Manager to purchase materials and labor services from Kingsbury Inc. for the Commission's High Lift Pump and motor bearing systems on an as needed basis by issuance of Purchase Order(s) at a total cost not-to-exceed \$100,000 for Fiscal Year 26/27;

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

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

SECTION TWO: That the General Manager is hereby granted the authority to purchase materials and services for the Commission's High Lift Pump and motor bearing systems from Kingsbury Inc., on an as needed basis by issuance of Purchase Order(s) at a total cost not-to-exceed \$100,000 for Fiscal Year 26/27 without further act.

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

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

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.

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

ATTEST:

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

Board/Resolutions/2026/R-36-26.docx

April 7, 2026

Attn: Mr. Jason Unger - Control Room Operator  
DuPage Water Commission  
600 E Betterfield Rd  
Elmhurst, IL 60126

Subject: Kingsbury, Inc. Sole Source Supply

Dear Mr. Unger,

Kingsbury, Inc. respectfully submits this letter to confirm that we are the sole source supplier for the following products that were original Kingsbury Inc. designed hydrodynamic tilt-pad fluid film thrust and journal bearings used in rotating equipment such as steam and gas turbines, compressors, and pumps.

Kingsbury, Inc. is the original equipment manufacturer (OEM) and exclusive provider of the referenced products and associated engineering, technical support, and lifecycle services. These items are uniquely designed and manufactured using Kingsbury proprietary designs, materials, and processes that are not available from alternate sources.

Procurement from any other supplier would be impractical and/or technically infeasible for the following reasons:

- The equipment incorporates proprietary Kingsbury designs, specifications, and manufacturing methods.
- Compatibility with existing equipment requires exact form, fit, and function, which only Kingsbury can provide.
- Use of non-Kingsbury components would void warranties, compromise performance, or increase operational risk.
- Kingsbury maintains the original engineering records, materials data, and quality documentation.
- No other supplier is authorized or licensed to manufacture or supply these items.

Kingsbury has supplied this equipment for critical applications worldwide since 1912 and continues to provide long-term support, spare parts availability, and technical expertise throughout the product lifecycle.

Based on the above, Kingsbury, Inc. is the only responsible source capable of supplying the specified products to meet the original technical, operational, and reliability requirements of this application.

Sincerely,

A black rectangular redaction box covers the signature area.A blue handwritten signature is visible below the redacted area.

Dan Chekay  
Sales Supervisor | Business Development Manager



**Resolution #:** R-37-26

**Account:**01-60-662100 & 01-60-656000

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

**MW RCB CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 5/14/2026

**Description:** **A Resolution Authorizing the General Manager to Purchase Replacement Mechanical Seals, Associated Parts, and Labor Service for the Commission's High-Lift Pumps, at a cost not to exceed \$100,000.00 from Superior Industrial Equipment.**

**Agenda Section:** Engineering & Construction

**Originating Department:** Operations & Instrumentation

---

Resolution No. R-37-26 would authorize the General Manager to purchase Flowserve mechanical seals, spare parts, and labor service from Superior Industrial Equipment for the Commission's Large Service Pumps, which may exceed \$20,000 per occurrence, on an as needed basis by issuance of Purchase Orders(s) at a cost not to exceed \$100,000 for Fiscal Year 26/27. Superior Industrial Equipment is Flowserve's sole Authorized Mechanical Seal Distributor and Repair Center for Flowserve's Flow Solutions Division in the Chicago Metropolitan area of the State of Illinois including Northwest Indiana.

DuPage Water Commission's pumping system includes nine High Lift Pumps (HLP) and each pump has two Flowserve mechanical seals installed on them. Maintaining the Commission's mechanical seals are critical to lubrication of HLP bearings and shafts.

Superior Industrial Equipment provides factory-trained technicians, customer service, and support associated with Flowserve's Flow Solution products. Superior Industrial Equipment, as an Illinois Prevailing Wage Contractor, has provided service on the Commission's HLPs dating back to 2010.

There is no cost component for this action at this time

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**Recommended Motion:**

To adopt Resolution R-37-26

DUPAGE WATER COMMISSION

---

RESOLUTION NO. R-37-26

---

A RESOLUTION TO AUTHORIZE THE GENERAL MANAGER TO PURCHASE MECHANICAL SEALS, SPARE PARTS, AND LABOR SERVICE FOR THE COMMISSION'S HIGH-LIFT PUMPS, AT A COST NOT TO EXCEED \$100,000 FROM SUPERIOR INDUSTRIAL EQUIPMENT

WHEREAS, the DuPage Water Commission's High-Lift Pumps has two mechanical seals installed on each; and

WHEREAS, Superior Industrial Equipment is Flowserve's Sole Authorized Mechanical Seal Distributor and Repair Center for Flowserve's Flow Solutions Division in the Chicago Metropolitan area of the State of Illinois including Northwest Indiana; and

WHEREAS, Superior Industrial Equipment provides factory-trained technicians, customer service, and support associated with Flowserve's Flow Solution products; and

WHEREAS, Superior Industrial Equipment provided sales, service, and product enhancement service on the Commission's mechanical seals dating back to 2010; and

WHEREAS, the Board of Commissioners of the DuPage Water Commission believes it is in the best interest of the Commission to authorize the General Manager to purchase replacement mechanical seals, spare parts, and labor services for the Commission's High-Lift Pumps at a cost not to exceed \$100,000 from Superior Industrial Equipment;

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

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

SECTION TWO: The General Manager is here by granted the authority to purchase mechanical seals, spare parts, and labor service for the Commission's High-Lift Pumps at a cost not to exceed \$100,000 from Superior Industrial Equipment without further act.

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

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

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.

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

ATTEST:

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

Board/Resolutions/2026/R-37-26.docx

Superior Industrial Equipment Letter



## AUTHORIZATION LETTER

April 16, 2026

To Whom It May Concern:

This letter is to hereby acknowledge that Superior Industrial Equipment Co. with offices at 1609 Afton Road, Sycamore, IL, 60178, United States, is recognized by all of the Flowserve Operations/Sites listed in the agreement as an authorized Distributor of Pump & Seal products (listed in the agreement) for the country of United States pursuant to Agreement #19-FSG-DA-00121 for the following territory:

**Pumps:**

**ILLINOIS COUNTIES OF** Boone, Bureau, Carroll, Cook, DeKalb, DuPage, Ford, Fulton, Grundy, Hancock, Henderson, Henry, Iroquois, Jo Daviess, Kane, Kankakee, Kendall, Knox, Lake, LaSalle, Lee, Livingston, Marshall, Mason, McDonough, McHenry, McLean, Mercer, Ogle, Peoria, Putnam, Rock Island, Stark, Stephenson, Tazewell, Warren, Whiteside, Will, Winnebago, Woodford

**INDIANA COUNTIES OF** Benton, Elkhart, Jasper, La Porte, Lake, Marshall, Newton, Porter, Pulaski, St. Joseph, Starke, White

**IOWA COUNTIES OF** Entire State

**Seals:**

**IOWA COUNTIES OF** Entire State

**ILLINOIS COUNTIES OF** Boone, Bureau, Carroll, Cook, DeKalb, DuPage, Ford, Fulton, Grundy, Hancock, Henderson, Henry, Iroquois, Jo Daviess, Kane, Kankakee, Kendall, Knox, La Salle, Lake, Lee, Livingston, Marshall, McDonough, McHenry, McLean, Mercer, Ogle, Peoria, Putnam, Rock Island, Stark, Stephenson, Tazewell, Warren, Whiteside, Will, Winnebago, Woodford

**INDIANA COUNTIES OF** Jasper, Lake, La Porte, Newton, Porter

Superior Industrial Equipment Co. is authorized to promote sales, receive inquiries, present quotations and receive orders for the aforementioned products manufactured by all of the Flowserve Operations/Sites listed in the agreement.

This authorization letter is valid until December 31, 2026 or until terminated by either party.

Regards,

DocuSigned by:

  
Stephanie Ruttman

Contracts and Channel Partner Manager



**Resolution #:** R-38-26

**Account:** 01-60-662100 - \$100,000

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

**MW RCB CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 5/14/2026

**Description:** **A Resolution Authorizing the General Manager to Purchase Material and Services to Maintain Electric Motors for High-Lift Pumping Equipment at a Cost-Not-to Exceed \$100,000 from Electric Machinery, WEG Group.**

**Agenda Section:** Engineering & Construction

**Originating Department:** Operations & Instrumentation

---

Resolution No. R-38-26 would authorize the General Manager to purchase material and labor service for the Commission's High Lift Pump Motors at a cost not-to-exceed \$100,000 from Electric Machinery (EM), Weg Group.

(EM) Weg Group is the Original Equipment Manufacturer (OEM) of the DuPage Pump Station High-Lift Pump synchronous motors installed under Contract PSD-1/88. These synchronous motors are the mechanical drivers for the High-Lift Pumps that deliver water to the Commission's Customers.

In order to maintain the synchronous motors, staff is recommending approval of Resolution No. R-38-26 which would authorize the General Manager to purchase material and services from (EM) WEG Group for the synchronous motor systems, which may exceed \$20,000 per occurrence, on an as needed basis by issuance of Purchase Order(s) at a total cost not-to-exceed \$100,000 for Fiscal Year 26/27.

There is no cost component for this action at this time.

---

**Recommended Motion:**

To approve Resolution No. R-38-26

DUPAGE WATER COMMISSION

---

**RESOLUTION NO. R-38-26**

---

A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO PURCHASE MATERIAL AND SERVICES TO MAINTAIN ELECTRIC MOTORS AT A COST NOT-TO-EXCEED \$100,000 FROM ELECTRIC MACHINERY, WEG GROUP.

WHEREAS, the DuPage Water Commission's High-Lift Pumping System includes synchronous electric motors that provide electro-mechanical power to operate the pumps; and

WHEREAS, Electric Machinery, WEG Group is the Original Equipment Manufacturer (OEM) of the Commission's synchronous electric motors; and

WHEREAS, Electric Machinery, WEG Group provides factory-trained technicians, customer service and support associated with Electric Machinery products; and

WHEREAS, Material and labor services would be used on an as needed basis; and

WHEREAS, the Board of Commissioners of the DuPage Water Commission believes it is in the best interest of the Commission to authorize the General Manager to purchase material and services from Electric Machinery, WEG Group for the synchronous motor systems on an as needed basis by issuance of Purchase Order(s) at a total cost not-to-exceed \$100,000 for Fiscal Year 26/27;

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

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

SECTION TWO: The General Manager is hereby granted the authority to purchase material and labor services from Electric Machinery, WEG Group for the synchronous motor systems, on an as needed basis by issuance of Purchase Order(s) at a total cost not-to-exceed \$100,000 for Fiscal Year 26/27 without further act.

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

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

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.

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

ATTEST:

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

Board/Resolutions/2026/R-38-26.docx

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EXHIBIT 1

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EM/WEG Letter



**Electric Machinery Company Inc.**  
800 Central Avenue NE  
Minneapolis, MN 55413 USA  
Phone Dial: (612) 378-8000  
[www.electricmachinery.com](http://www.electricmachinery.com)

4/6/2026

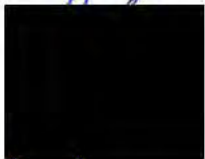
**Sole Source Letter**

DuPage Water Commission  
600 Butterfield Rd  
Elmhurst, IL 60126

As an OEM of large electric motors and generators, Electric Machinery Company is the sole source for the proprietary design, manufacturing, and specification information to which our machines are built as well as many of the parts within our machines, including the exciter assembly.

If you desire additional information, please don't hesitate to contact me at 612-378-8083 at any time or visit our website at [www.electricmachinery.com](http://www.electricmachinery.com). Thank you for your interest in our products.

Best Regards,



Alan Carroll  
Business Development Manager - Service  
Electric Machinery Company - A WEG Group  
Office: (612)-378-8083



**Resolution #:** R-39-26

**Account:**01-60-656000/01-60-629000

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

**MW RCB CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 4/6/2026

**Description:** **A Resolution Authorizing the General Manager to Purchase Materials and Labor Services for the Commission's Building Automation System at a Cost Not-To-Exceed \$100,000 from Schneider Electric.**

**Agenda Section:** Engineering & Construction

**Originating Department:** Operations & Instrumentation

---

Resolution No. R-39-26 would authorize the General Manager to purchase material and labor service from Schneider Electric for the Commission's Building Automation System (BAS), which may exceed \$20,000 per occurrence, on an as needed basis by issuance of Purchase Order(s) at a total cost not-to-exceed \$100,000 for Fiscal Year 26/27.

The Commission's utilizes Schneider Electric's EcoStruxure Building Operation Platform also known as Building Automation System (BAS) in various predecessor company platforms dating back to 2001. The Commission's BAS System is a centralized network that monitors, manages and controls property-wide infrastructure, including but not limited to HVAC, lighting, security, life safety, uninterrupted power supplies and associated ancillary equipment. Schneider Electric is the sole authorized service provider for the Commission's BAS in Northern Illinois and the Chicago Metropolitan area.

Schneider Electric provides factory-trained technicians, customer service, and support associated with the Commission's BAS. Schneider Electric and their predecessor companies installed, modernized and have maintain the Commission's BAS system since its inception and has gained institutional knowledge of the Commission's BAS system and ancillary equipment. Schneider Electric Currently provides preventive maintenance service and periodic repair and troubleshooting services on the Commission's BAS and ancillary equipment as needed.

There is no cost component for this action at this time.

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**Recommended Motion:** To approve Resolution R-39-26

**DUPAGE WATER COMMISSION**

---

**RESOLUTION NO. R-39-26**

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A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO PURCHASE MATERIALS AND LABOR SERVICES FOR THE COMMISSION'S BUILDING AUTOMATION SYSTEM AT A COST NOT-TO-EXCEED \$100,000  
FROM SCHNEIDER ELECTRIC

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's Building Automation System monitors, manages and controls property-wide infrastructure, including but not limited to HVAC, lighting, security, life safety, uninterruptible power supplies and associated ancillary equipment; and

WHEREAS, Schneider Electric is the sole authorized service provider for EcoStruxure Building Automation Systems in Northern Illinois and Chicago Metropolitan area; and

WHEREAS, Schneider Electric provides factory-trained technicians, customer service and support associated with EcoStruxure Building Automation Systems; and

WHEREAS, Schneider Electric and their predecessor companies installed, modernized and maintained the Commission's BAS system since its inception and has gained institutional knowledge of the Commission's BAS system and ancillary equipment; and

WHEREAS, Material and labor services would be used on an as-needed basis; and

WHEREAS, the Board of Commissioners of the DuPage Water Commission believes it is in the best interest of the Commission to authorize the General Manager to purchase material and labor services for the Commission's Building Automation System, which may exceed \$20,000 per occurrence, on an as needed basis by issuance of Purchase Order(s) at a total cost not-to-exceed \$100,000 for Fiscal Year 26/27 from Schneider Electric;

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

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

SECTION TWO: That the General Manager is hereby granted the authority to purchase material and labor services from Schneider Electric, on an as needed basis at a total cost not-to-exceed \$100,000 for Fiscal Year 26/27 without further act.

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

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

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.

\_\_\_\_\_  
James Zay, Chairman

ATTEST:

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

Board/Resolutions/2026/R-39-26.docx

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EXHIBIT 1

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Schneider Electric Letter

April 28<sup>th</sup>, 2026

**Mr. Mike Weed**  
**DuPage Water Commission**  
600 E. Butterfield Road  
Elmhurst, IL 60126

***Re: Schneider Electric Buildings Business EcoStruxure/SpaceLogic Representation – Central/Northern Illinois***

Dear Mr. Weed:

Schneider Electric Buildings Business, SEBB, is the global manufacturer and marketer of commercial, industrial, and institutional Integrated Building Automation Systems and Services. The Chicago Branch is factory authorized and trained in representation of the Schneider Electric EcoStruxure/SpaceLogic products in central and northern Illinois.

The Chicago Branch provides factory authorized engineering, programming, commissioning, and warranty support for the full range of Schneider Electric EcoStruxure/SpaceLogic components. Our Branch personnel must meet our stringent requirements including engineering, sales, and system support staffing requirement. The Chicago Branch continues to meet and exceed these requirements.

Based on this commitment, the Chicago Branch is the only authorized sales and service provider for the Schneider Electric EcoStruxure/SpaceLogic solutions for DuPage Water Commission. Their factory trained personnel will deliver the required products and services to meet the buildings current and future needs as it relates to the Building Automation Systems. The long-term relationship with DuPage Water Commission is very important to Schneider Electric Buildings Business. We at Schneider Electric look forward to meeting and exceeding your expectations.

We would like to thank you for the opportunity and would be more than happy to provide any additional information.

Sincerely,

Dan Feuerstein  
Branch Manager  
[dan.feuerstein@se.com](mailto:dan.feuerstein@se.com)



**Resolution #:** R-40-26

**Account:** 01-60-663100

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

**D.P. RCB CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 5/14/2026

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

**Agenda Section:** Engineering & Construction

**Originating Department:** Pipeline & Remote Facilities

On November 20, 2025, the Commission approved Resolution R-86-25, authorizing the issuance of Work Authorization Order No. 13.005 to quick response contractor, John Neri Construction Co. Inc., to proceed with the work described as the reconstruction of the existing vault structure in the Village of Villa Park. The work included the modification of the blow-off valve, installation of an additional valve and vault, and installation of 60 feet of 8-inch DIP water main to relocate these facilities outside the limits of the proposed pavement at cost estimated at \$227,000.

### **REVISION to Work Authorization Order No. 13.005**

During excavation authorized under Work Authorization Order No. 13.005, it was discovered that, due to the location of existing underground utility lines, additional excavation was required to install the proposed vaults. In addition, the Village of Villa Park requested several independent modifications to the planned traffic restrictions during construction and requested the installation of a concrete base in lieu of the existing stone base for the disturbed pavement.

DWC has requested the contractor to provide an estimate for the final cost. They have indicated that the changes to scope are expected to increase the project cost by \$43,000, therefore revising the total estimated project cost from \$227,000.00 to \$270,000.00. Final invoicing will be reviewed by staff relative to work performed, equipment utilized, and subcontractor costs realized.

Resolution R-40-26 would ratify the Revised Work Authorization Order No. 13.005 with Neri Construction Co., Inc. for an estimated additional expense of \$43,000.

### **Recommended Motion:**

To adopt Resolution No. R-40-26.

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**RESOLUTION NO. R-40-26**

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A RESOLUTION APPROVING CERTAIN REVISION TO 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;

WHEREAS, Work Authorization Order No. QR 13.005 was approved by the Board on November 20, 2025, authorizing John Neri Construction Co. Inc. to perform the reconstruction of existing vault structures in the Village of Villa Park; and

WHEREAS, upon commencement of the work, it was determined that, due to the location of existing underground utility lines and requests from the Village of Villa Park, additional construction work was required, thereby increasing the total cost of the project.

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 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 ratified 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-40-26.docx

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EXHIBIT 1

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John Neri Construction Co. Partial invoice dated April 22, 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](http://www.johnnericonstruction.com)

April 22, 2026

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

Re: DuPage Water Commission  
Quick Response Contract-13/25  
Authorization WAO# 13.005

Dear Mr. Panaszek;

We, the JOHN NERI CONSTRUCTION CO., are requesting partial payment at this time for the work completed to date on the above-mentioned project in the total amount of **\$246,911.70**.

Sincerely,



Nicholas Neri, President

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



**Resolution #:** R-41-26

**Account:** 01-60-663100

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

**D.P. RCB CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 5/14/2026

**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

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The Commission entered into certain agreements dated June 30, 2025, with John Neri Construction Co. Inc., Rossi Contractors Inc., and Benchmark Construction Co., Inc. for Quick Response construction work, as needed, through the issuance of Work Authorization Orders (Contract QR-13/25) and ending on June 30, 2027. Resolution No. R-41-26 would approve the following Work Authorization Orders under the Quick Response Contracts.

**Work Authorization Order No. 13.009 to John Neri Construction Co, Inc.**

The work authorization was issued to permit the commencement of work prior to Board approval, as immediate action was required to repair a leaking Air Release Valve located in the Village of Broadview.

The scope of this work included providing and maintaining traffic and pedestrian controls, locating and repairing the source of the leak, and all other work as directed by the Commission.

Since John Neri Construction Inc. was able to mobilize immediately upon request for repair work, Work Authorization Order No. 13.009 was issued to Neri Construction Inc. in the estimated amount of \$18,500.

Resolution R-41-26 ratifies approval of Work Authorization Order No. 13.009 to Neri Construction Co., Inc. for the work as described in Exhibit 1 to this resolution, at the estimated cost of \$18,500.00.

**Recommended Motion:**

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To adopt Resolution No. R-41-26.

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**RESOLUTION NO. R-41-26**

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

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

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

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

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

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

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

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

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

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

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.

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

ATTEST:

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

Board/Resolutions/2026/R-41-26.docx

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EXHIBIT 1

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Work Authorization Order No. QR 13.25 009  
John Neri Construction Co. quote dated April 29, 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](http://www.johnnericonstruction.com)

April 29, 2026

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

Re: Air Release Repair on 72" Water Main.

Dear Mr. Panaszek;

We, the JOHN NERI CONSTRUCTION CO. propose to provide labor, material, and equipment to repair the air release leak on the DuPage Water Commission's 72" water main at an estimated cost of **\$18,500.00**.

Sincerely,



Nicholas Neri, President

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

**WORK AUTHORIZATION ORDER**

**SHEET 1 OF 2**

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

**WORK AUTHORIZATION ORDER NO.: QR-13.009**

**LOCATION:**

Air Release on 72-inch Water Main in the Village of Broadview.

**CONTRACTOR:**

John Neri Construction Co. Inc.

**DESCRIPTION OF WORK:**

Provide and maintain traffic and pedestrian controls; locate and repair the source of a leak on a Commission 72" diameter steel water main; restore all disturbed areas to the satisfaction of the permitting highway authority, and all other work as necessary or as directed by the Commission.

**REASON FOR WORK:**

To repair a leak on a 72-inch diameter steel pipe water main

**MINIMUM RESPONSE TIME:**

N/A

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

N/A

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**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: 4/29/26

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

By:   
Signature of Authorized Representative

Safety Rep:   
Name and 24-Hr Phone No.

DATE: 04/28/2026



**Resolution #:** R-42-26

**Account:** 01-60-771700

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

**DC RCB CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 5/14/2026

**Description:** **A Resolution Approving and Ratifying a Third Amendment to Task Order No. 01 Under a Master Contract with Carollo Engineers.**

**Agenda Section:** Engineering & Construction

**Originating Department:** Systems & Information Technology

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On June 20, 2019, the Commission approved R-19-19, Task Order No. 01, with Carollo Engineers for professional engineering services to design the replacement of the Supervisory Control and Data Acquisition (SCADA) System and provide bidding services at a cost not-to-exceed \$883,434.

On January 20, 2022, the Commission approved R-3-22, the 1<sup>st</sup> Amendment to Task Order No. 1 to authorize additional Phase II Design Services to the Design Phase Services of the Task Order and revising the cost at a not-to-exceed amount of \$1,013,615.

On April 21, 2022, the Commission approved R-28-22, the 2<sup>nd</sup> Amendment to Task Order No.1 to provide Phase III Project Management and Construction Phase Services and revising the cost not-to-exceed \$1,781,965 and also including a revision to align the scheduled work to coincide with the timing of the construction activities.

This Task Order Amendment will extend the Project Management and Construction Phase Services to align with the extension of the SCADA Replacement Project resolution R-31-26 approved at the April 16, 2026, Board Meeting. This amendment will include time for additional project management, construction support, and project meetings for the extended period at the negotiated cost of additional services \$51,299.33 for a revised not-to-exceed cost of \$1,833,264.33.

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**Recommended Motion:**

To approve Resolution No. R-42-26

DuPAGE WATER COMMISSION

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**RESOLUTION NO. R-42-26**

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A RESOLUTION APPROVING AND RATIFYING A THIRD AMENDMENT TO TASK ORDER NO. 01  
UNDER A MASTER CONTRACT WITH CAROLLO ENGINEERS

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

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

WHEREAS, the Consultant has approved the 3<sup>rd</sup> Amendment to Task Order No. 01 substantially in the form as attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1 (the "Task Orders");

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

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

SECTION TWO: The 3<sup>rd</sup> Amendment to Task Order No. 01 attached hereto as Exhibit 1 shall be and hereby are approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined, based upon the representations of staff and the Consultant, that the circumstances said to necessitate the Task Orders were not reasonably foreseeable at the time the Master Contract was signed, the Task Orders are germane to the Master Contract as signed, and/or the Task Orders are in the best interest of the DuPage Water Commission and authorized by law.

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

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

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.

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

ATTEST:

\_\_\_\_\_  
Danna Mundall, Clerk  
Board/Resolutions/2026/R-42-26.docx

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EXHIBIT 1

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Carollo Engineers 3<sup>rd</sup> Amendment to Task Order No. 01

April 27, 2026

Denis Cuvalo  
DuPage Water Commission  
600 E. Butterfield Road  
Elmhurst, IL 60126

Subject: Proposal for Extension of the SCADA Replacement Project Engineering Services during Construction (ESDC) Amendment #3 to Task Order #1 of Master Contract for Professional Engineering Services

Dear Denis:

This correspondence is to summarize additional costs related to the increase in the construction schedule of the SCADA Replacement Project from May of 2026 to November of 2027. Carollo Engineers anticipates that work related to engineering during construction will extend until January 2028 to include development of record drawings and project closeout activities post construction completion.

The original scope and budget were developed based on assumptions of anticipated schedule provided by the Contractor to complete engineering services during construction for the SCADA Replacement Project. Engineering services during construction include monthly project management, attendance at monthly progress and coordination meetings as well as support for answering Contractor questions that are impacted by the increase in schedule and need to attend additional meetings and provide construct management and support for a longer project duration. The following are the major items requiring additional effort:

- **Project Management:** Project management includes development of monthly status reports and invoicing as well as general document control and correspondence to maintain project organization. This effort requires an additional two hours per month, for a total of 40 hours, to support the increased schedule and monthly reporting and project organization for the anticipated 20 month extension.
- **Construction progress meetings:** Two construction progress meetings are held monthly and attended by two Carollo staff members for construction coordination. These meetings are anticipated to be extended by 18 months for 18 additional progress meetings, for a total of 54 additional hours.
- **Engineering coordination meetings:** Two engineering coordination meetings are held monthly with Carollo Engineers, Strand Associates, and DuPage Water Commission to coordinate construction review comments, field investigations, and Contractor directives for coordinated construction activities and Contractor oversight and direction. Two coordination meetings are held monthly and attended by two Carollo staff members. These meetings are planned to be extended by 18 months for 36 additional coordination meetings for a total of 72 additional hours.
- **Construction support:** Construction support includes responses to Contractor and Commission questions, providing design clarifications, maintaining construction documentation, and general support to aid in construction activities. This effort is anticipated to require two hours per month for an additional effort of 36 hours.

The effort described here is to provide additional engineering services during construction for the change in construction completion date from May 2026 to November 2027.

Carollo Engineers, Inc. is requesting \$51,299.33 and a schedule extension until January 31, 2028 for the additional effort to support construction through the extended completion date.

Sincerely,



Norman Anderson, Project Manager  
CAROLLO ENGINEERS, INC.  
Title: Vice President



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

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission (“Owner”) and Carollo Engineers (“Consultant”), for Professional Engineering Services dated October 9, 2013 (the “Contract”), Owner and Consultant agree to amend, effective May 21, 2026, Task Order No. 01 to the DuPage Water Commission’s Supervisory Control and Data Acquisition (SCADA) System Replacement Project, as previously amended by a Second Amendment dated as of April 22, 2022, (Task Order No. 1) as follows:

**1. Project**

Section 1, entitled “Project” of Task Order No. 01 shall be amended in its entirety so that said Section 1 shall hereafter be and read as follows:

“Engineering services in connection with the DuPage Water Commission’s Supervisory Control and Data Acquisition (SCADA) System Replacement Design, Bidding Services, Project Management and Construction Services, based upon Carollo Engineers Technical Memorandums.”

**2. Services of Consultant**

Section 2, entitled “Services of Consultant” of Task Order No. 01 shall be amended in its entirety so that said Section 2 shall hereafter be and read as follows:

- “1) Phase I – Design Phase consists of documenting the existing system, selecting the hardware and software, and preparing the design documents to obtain a fixed price cost to furnish and install the system. This phase will be split into two parts.
  - a) Phase 1A includes documenting the system, selecting the hardware and software, preparing an Operator Interface Standard, developing a Remote Access Guide, and preparing a Design Memo that will be used to prepare the design documents.
  - b) Phase 1B includes the detailed design and preparation of the design documents based on the Design Memo.
    - i. Design the Control Room Upgrade which includes demolition of the current control room space, design a new control room, adjacent control room, and IT/Operator workspace including new lights, doors, HVAC modifications, and all new finishes throughout.

- ii. Design the Security and Lighting for the Tank Sites which includes the addition of new cameras, new site lighting, and motion sensors at each tank site.
  - iii. Design the replacement of the UPS in the Main Pump Station which includes the demolition of the existing UPS system, replacement with an N+1 redundant UPS system, modifications to existing panelboards, MCC's, breakers, disconnect switches, and surge protectors.
- 2) Phase II – Bidding Phase consists of obtaining fixed price bids using the documents prepared in Phase I and awarding the project to a single bidder.
- 3) Phase III – Project Management and Construction Service Phase, here in general, and as per detailed Carollo Engineers Proposal dated April 5, 2022:
  - a) Project Management – the Consultant shall provide the following identified services:
    - i. Includes coordination with the Commission, Resident Engineer, and Contractor for task order administration, monthly progress status updates, and quality control and assurance.
    - ii. The Consultant's project manager shall make staffing assignments, review work progress, coordinate project communication, and develop monthly progress reports to the Commission. The Consultant's project manager shall manage the budget, schedule, and invoicing.
    - iii. The Consultant will attend the Pre-construction conference onsite and via Teams to kick off the construction phase of the project and coordinate with the Contractor's project management team.
    - iv. The Consultant will review monthly Contractor payment requests with input from the Resident Engineer to confirm the installation status and accuracy of the invoice. The Consultant will authorize and process all invoices and coordinate with the Contractor and Commission for payment.
  - b) Preliminary Matters and Contract Documents:
    - i. The Consultant will develop and issue an initial addendum (Addendum #4) to the selected bidder. The addendum will provide additional specifications related to earthwork, include revisions to allowed physical security equipment manufacturers and provide server rack details.

- ii. The Consultant will confirm their drawings and specifications to represent the revisions to the Bid Documents resulting by Addenda or Request for Information addressed during the bidding process and post-bid addenda. The Consultant shall provide the signed and sealed conformed construction drawings and technical specifications.
- iii. The Consultant will provide Engineering services to redesign the SCADA Control Room based on the Commission's revised layout. The task-affected drawings will be updated. The Consultant will coordinate with the Commission and Contractor to reselect control console furniture and operator workstation desks suitable for the revised layout. The redesign control room documents will be provided to the Contractor as a change order request.

c) Shop Drawing Review:

- i. The Consultant will coordinate receiving and distributing project submittals and shop drawings through the Consultant's EADOC Project Management system. The Consultant will review (126) Shop Drawings for general conformance with the Contract Documents.
- ii. The Consultant will consolidate the review comments of all reviewers within EADOC and assign a submittal disposition. Submittals in the EADOC system will be made available to the Commission, Contractor, and Resident Engineer.

d) Workshops:

- i. The Consultant will attend (50) in person, and virtually through Microsoft Teams, project workshops, and meetings as outlined in the project technical specifications. The Consultant will aid the Contractor in facilitating each workshop for communication between the Contractor and Commission and to ensure the intent of the project design is being met. Workshop scheduling will follow the Contractor's schedule and adhere to the requirements of the Contract Documents.

- e) Construction Progress Meeting and System Testing:
- i. The Consultant will attend (66) monthly 2-hour construction progress meetings virtually via Teams. Monthly meetings will be organized and run by the Contractor in accordance with the Contract Documents.
  - ii. The Consultant will attend (36) bi-monthly 1-hour engineering coordination meetings virtually via Teams.
  - iii. The Consultant will attend one (1) 5-day Factory Acceptance Test at a local integrator's factory, for acceptance testing of control system panels and components before shipment to the project site. This test includes all main pump station control system equipment and approximately twenty (20) remote site control system RTUs. Subsequent factory testing of additional remote site RTUs will be witnessed by the Commission and Resident Engineer. Testing will be completed following the procedures provided by the Contractor or their Subcontractors. The Consultant will provide testing minutes, completed forms based on the Contractor's submittal, and a listing of any deficiencies to be corrected before equipment shipment.
  - iv. The Consultant will attend one (1) 10-day Performance Acceptance Test (PAT) to provide startup and testing support for the entire project including each facility and equipment control systems, security system, and control room as performed by the Contractor and their Subcontractors to certify installation and operation is in accordance with the contract documents. The Consultant shall provide professional services associated with certifying that the work is substantially complete as follows:
    - a. Review the Contractor's work and installation for completeness and conformance to the contract documents. Prepare a "punch-list" of work items incomplete or not in compliance with the contract documents for the Contractor to correct.
    - b. Review the Contractor's software and programming work to ensure control systems meet the requirements of the contract documents.
    - c. Review the Contractor's physical security implementations to ensure security systems meet the requirements of the contract documents.
    - d. Each site will not be visited to verify the installation. The installation will be verified during site testing and inspections performed by the Resident Engineer.

- v. The Consultant shall prepare and submit to the Contractor and Commission memoranda summarizing the startup testing process and listing the functions remaining to be tested or requiring retesting after each testing period. These memoranda shall serve as a punch-list of activities remaining prior to achieving substantial or final completion.
- f) RFI / Change Requests / Allowances:
- i. The Consultant will review RFIs submitted by the Contractor and provide written responses for review by the Commission and provide final responses to the Contractor. The Consultant will maintain the official RFI log for the Project in the EADOC system. For this task an effort of approximately forty (40) RFIs are included.
  - ii. The Consultant will review requests from the Contractor for changes in Contract Price or Contract Time and provide written comments for review by the Commission. If acceptable, the Consultant will prepare a written release or authorization to be signed by the Consultant and the Contractor and submitted to the Commission for final approval. For this task an effort of approximately two (2) allowance releases and ten (10) change order requests are included.
- g) Project Close-Out:
- i. The Consultant and Resident Engineer will review the Contractor's final as-built drawings for completeness and compliance with Commission requirements and the actual installation. The Resident Engineer shall provide written comments based on their review of the as-built drawings to the Consultant for inclusion in the Consultant's record drawing package. The Consultant will revise their contract drawings based on the Contractor's as-built data provided electronically to the Consultant for inclusion in their submittal of Final Record Drawings.
    - a. Final drawings of record will be submitted to Owner in AutoCAD and Portable Document File (PDF) format within 60 days from the completion of the construction contract."

**3. Schedule:**

Section 5, entitled "Schedule," of Task Order No. 01 shall be amended in its entirety so that said Section 5 shall hereafter be and read as follows:

**"5. Schedule:**

The Commission expects to issue a Notice to Proceed within six weeks following receipt of proposals. The following are general timeframes for the implementation:

Phase IA Completion: Six months after receipt of Notice to Proceed.

Phase IB Completion: 12 months after Phase IA completion.

Phase II Completion: Three months after Phase I deliverables are complete.

Phase III Completion: The Consultant shall proceed with the services identified in this Amendment upon receipt of an executed copy of this Amendment and formal Notice-to-Proceed from the Commission. The projected schedule for the performance of services described herein will be coordinated with the Contractor based upon their submitted schedule extending the project services until January 31, 2028 for the extended project completion date."

**4. Contract Price:**

Section 8, entitled "Contract Price," of Task Order No. 01 shall be amended in its entirety so that said Section 8 shall hereafter be and read as follows:

**"8. Contract Price:**

For providing, performing, and completing all Services, an amount equal to Consultant's Direct Labor Costs for all Services rendered by principals and employees engaged directly on the Project, plus an amount equal to the actual costs of all Reimbursable Expenses, but not to exceed, in each phase of Services, the following not to exceed the amount set forth opposite each such phase except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract:

Detailed Design and Bidding Services	\$883,434
Additional Scope of work items	\$90,181
Additional Final Design work	\$40,000
<i>Construction Phase Services</i>	\$768,350
<i>Construction Phase Service Extension</i>	<u>\$51,299.33</u>
<i>Total All Phases</i>	<i>\$1,833,264.33</i>

Notwithstanding the foregoing, the total Contract Price shall be increased by \$51,299.33 to a total not to exceed sum of \$1,833,264.33. The contact price may be adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.”

In all other respects, Task Order No. 01 to the Contract shall remain in full force and effect, and Task Order No. 01 to the Contract shall be binding on both parties as hereinabove amended.

DuPage Water Commission

BY: \_\_\_\_\_  
Paul D. May, P.E.  
General Manager

Carollo Engineers

BY: \_\_\_\_\_  
Jeffery Martin  
Vice President / Principle-in-Charge

**Attachment 2 - Carollo Engineers, Inc. Cost Schedule  
Amendment #3 SCADA Replacement Project – Engineering Services During Construction**

<b>DuPage Water Commission</b>		<b>Norman Anderson</b>	<b>George Kontos</b>	<b>TOTAL LABOR HOURS CAROLLO</b>	<b>CAROLLO TOTAL LABOR</b>	<b>OTHER DIRECT COSTS (ODC)</b>	<b>TOTAL FEE</b>
		<b>\$ 323.41</b>	<b>\$ 154.38</b>				
<b>Task 100 - Project Management</b>		<b>20</b>	<b>20</b>	<b>40</b>	<b>\$ 9,555.80</b>	<b>\$ -</b>	<b>\$ 9,555.80</b>
101	PM Staffing assignments, review work progress, and monthly progress reports	20	20	40	\$ 9,555.80		\$ 9,555.80
102	Pre-construction Conference			0	\$ -		\$ -
103	Contractor Pay Requests			0	\$ -		\$ -
				0	\$ -		\$ -
<b>Task 200 - Preliminary Matters and Contract Documents</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
201	Post Bid Addenda			0	\$ -		\$ -
202	Confirmed Construction Documents			0	\$ -		\$ -
203	Control Room Redesign			0	\$ -		\$ -
				0	\$ -		\$ -
<b>Task 300 - Shop Drawing Review</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
300	Shop Drawing Review			0	\$ -		\$ -
				0	\$ -		\$ -
<b>Task 400 - Workshops</b>		<b>36</b>	<b>36</b>	<b>72</b>	<b>\$ 17,200.44</b>	<b>\$ -</b>	<b>\$ 17,200.44</b>
400	Workshops	36	36	72	\$ 17,200.44		\$ 17,200.44
				0	\$ -		\$ -
<b>Task 500 - Construction Progress Meeting and System Testing</b>		<b>63</b>	<b>27</b>	<b>90</b>	<b>\$ 24,543.09</b>	<b>\$ -</b>	<b>\$ 24,543.09</b>
501	Construction Progress Meetings	27	27	54	\$ 12,900.33		\$ 12,900.33
502	System Testing	36		36	\$ 11,642.76		\$ 11,642.76
				0	\$ -		\$ -
<b>Task 600 - RFIs / Change Requests / Allowances</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
601	RFIs			0	\$ -		\$ -
602	Change Requests / Allowances			0	\$ -		\$ -
				0	\$ -		\$ -
<b>Task 700 - Project Close Out</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
701	Project Close Out			0	\$ -		\$ -
				0	\$ -		\$ -
<b>Totals - All Tasks</b>		<b>119</b>	<b>83</b>	<b>202</b>	<b>\$ 51,299.33</b>	<b>\$ -</b>	<b>\$ 51,299.33</b>



**Resolution #:** R-43-26

**Account:** 01-60-771700

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

**DC RCB CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 5/14/2026

**Description:** **A Resolution Approving and Ratifying a First Amendment to Task Order No. 05 Under a Master Contract with Strand Associates.**

**Agenda Section:** Engineering & Construction

**Originating Department:** Systems & Information Technology

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On April 21, 2022, the Commission approved R-29-22, Task Order No. 05 to provide Resident Engineering and Construction Phase services for the Construction Phase of the SCADA Replacement Project at a not-to-exceed cost of \$869,400.

This Task Order Amendment will extend the Resident Engineering and Construction Phase Services to align with the extension of the SCADA Replacement Project resolution R-31-26 approved at the April 16, 2026, Board Meeting. This amendment will include time for additional project meetings and resident engineering services but are offset by the exclusion of services included in the original task order that were not used. This amendment for the extended period of the SCADA Replacement Project PSD-9/21 will be a no cost amendment, maintaining the not-to-exceed cost of \$869,400.

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**Recommended Motion:**

To approve Resolution No. R-43-26

DUPAGE WATER COMMISSION

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**RESOLUTION NO. R-43-26**

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A RESOLUTION APPROVING AND RATIFYING A FIRST AMENDEMENT TO TASK ORDER NO. 05  
UNDER A MASTER CONTRACT WITH STRAND ASSOCIATES

WHEREAS, the DuPage Water Commission (the “Commission”) entered into a contract with Strand Associates (the “Consultant”) to provide, from time to time, professional engineering services in connection with various projects of the Commission (the “Master Contract”); and

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

WHEREAS, the Consultant has approved the 1<sup>st</sup> Amendment to Task Order No. 05 substantially in the form as attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1 (the “Task Orders”);

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

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

SECTION TWO: The 1<sup>st</sup> Amendment to Task Order No. 05 attached hereto as Exhibit 1 shall be and hereby are approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined, based upon the representations of staff and the Consultant, that the circumstances said to necessitate the Task Orders were not reasonably foreseeable at the time the Master Contract was signed, the Task Orders are germane to the Master Contract as signed, and/or the Task Orders are in the best interest of the DuPage Water Commission and authorized by law.

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

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

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.

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

ATTEST:

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

Board/Resolutions/2026/R-43-26.docx

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EXHIBIT 1

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Strand Associates 1<sup>st</sup> Amendment to Task Order No. 05

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

In accordance with Section 1.1 of the Master Contract for Professional Engineering Services dated October 9, 2013, the Dupage Water Commission (Owner) and Strand Associates (the Consultant), Owner and Consultant agree to amend Task Order No. 05 to the Contract agree as follows:

**1. Services of Consultant**

Section 2, entitled "Services of Consultant" of Task Order No. 05 shall be amended in its entirety so that said Section 2 shall hereafter be and read as follows:

"Consultant will:

- a. Attend a preconstruction meeting in person at Owner's office. Assist Carollo in developing the agenda prior to the meeting. Review and comment on the meeting minutes prepared by Carollo following the meeting.
- b. Review and comment on project schedule and schedule of values prepared by contractor. Communicate with Carollo to incorporate comments into the response to contractor. Review contractor's monthly schedules and provide comments to Carollo. Review contractor's equipment schedule and commissioning and provide comments to Carollo.
- c. Attend monthly two-hour construction progress meetings from October 2022 through December 2027. Assist Carollo in developing the agenda prior to each meeting, and review and comment on the meeting minutes prepared by Carollo following each meeting.
- d. Review up to 24 contractor applications for payment from October 2022 through December 2027. Provide schedule of value percentage complete to Carollo. Consultant's review of Payment Requests from contractor(s) will not impose responsibility to determine that title to any of the work has passed to Owner free and clear of any liens, claims, or other encumbrances. Any such service by Consultant will be provided through an amendment to this Task Order. Carollo shall process all applications for payment and coordinate pay requests with contractor.
- e. Review Division 3, Division 6, Division 8, Division 9, and Division 23 approved shop drawing submittals to become familiar with building-related equipment and material. Review Division 26, Division 28, Division 33, and Division 40 shop drawings and provide comments to Carollo. Carollo shall consolidate comments with other reviewers and return to contractor. Carollo will coordinate the shop drawings with the contractor and manage receipt and return of all shop drawings.

- f. Attend workshops and meetings (on site, unless otherwise noted) consisting of:
  - (1) Historian documentation workshop.
  - (2) Sequencing workshop.
  - (3) Electrical and instrumentation and control presubmittal meeting via Microsoft Teams (Teams).
  - (4) Uninterruptible power supply system preshutdown meeting.
  - (5) Fiber-optic cable sequence meeting.
  - (6) Fiber-optic installation meeting.
  - (7) One control room modification workshops.
  - (8) One control room video monitor workshops.
  - (9) Control room installation workshop.
  - (10) Three instrumentation and control configuration meetings.
  - (11) Four graphics development meetings via Teams.
  - (12) One report development meetings via Teams.
  - (13) One onsite closeout meeting.
  - (14) One onsite post construction meeting.
- g. Attend one five-day Factory Acceptance Test (FAT) for the majority of the system at the system supplier facility. Attend up to five one-day FATs for the remaining portion of system at system supplier's facility. Travel and lodging expenses will be paid by the system supplier.
- h. Attend up to ten one-day onsite system acceptance/performance tests for the systems noted below. A preliminary list of items to be completed or corrected will be developed during these tests and provided to Carollo for distribution to the contractor.
  - (1) Asset management database.
  - (2) Electronic security system.
  - (3) Control room systems.
  - (4) Heating, ventilation, and air conditioning system.
  - (5) UPS system.
  - (6) Electrical system.
  - (7) Main pump station.
  - (8) Remote sites.
- i. Visit site up to two days a week for eight hours a day from October 2023 through November 2027 to observe construction progress and contractor's intermediate onsite testing. Prepare daily observation reports for each visit to site and submit to Carollo and Owner. In furnishing observation services, Consultant's efforts will be directed toward determining for Owner that the completed project will, in general, conform to the Contract Documents; but Consultant will not supervise, direct, or have control over the contractor's work and will not be responsible for

the contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents.

- j. Attend contractor-provided training sessions consisting of:
  - 1) Operator training—basic.
- k. Review operation and maintenance (O&M) submittals and provide comments to Carollo. Carollo shall consolidate comments with other reviewers and return to the contractor. Carollo shall coordinate the O&M manual preparation with the contractor and manage receipt and return of all O&M manuals.
- l. Review project closeout documents and record documents with Carollo, including reviewing contractor record drawings. Carollo shall provide all drafting services to incorporate the contractor's record drawing information into the final project record drawings.
- m. Provide up to five hours a month from October 2022 through December 2027 for contract administration services consisting of preparing cost proposal requests (CPR), reviewing contractor responses to CPRs, and providing input to Carollo-prepared change orders.
- n. Participate in a one-day walkthrough with Owner and Carollo to review the list of items to be completed or corrected. Visit the site up to three times for six hours each to review completion of the list."

**2. Completion Date:**

Section 5, entitled "Completion Date," of Task Order No. 05 shall be amended in its entirety so that said Section 5 shall hereafter be and read as follows:

- "5. Completion Date:  
Services will be completed by February 28, 2028."

**DuPAGE WATER COMMISSION**

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

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Denis Cuvalo  
Title: Systems Engineer and IT Supervisor  
Address: 600 East Butterfield Road, Elmhurst, Illinois 60126-4642  
E-mail Address: cuvalo@dpwc.org  
Phone: (630) 834-0100  
Fax: (630) 834-0120

Consultant

By: \_\_\_\_\_  
Joseph M. Bunker  
Corporate Secretary

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Brent M. Studnicka, P.E.  
Title: Project Manager  
Address: 1170 S. Houbolt Road, Joliet, IL 60431  
E-mail Address: brent.studnicka@strand.com  
Phone: (815) 744-4200



Resolution #: R-44-26

Account: 01-60-663200

Approvals: *Author / Manager / Finance / Admin*

**AS JML CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 5/14/2026

**Description:** A Resolution Approving Task Order No. 03 Under a Master Contract with Corpro Companies, Inc.

**Agenda Section:** Engineering & Construction

**Originating Department:** Engineering

The Commission entered into a Master Contract with Corpro Companies, Inc. for professional engineering services on September 10, 2020, in connection with such discrete projects as are delineated and described in Task Orders to be approved by the Commission. Resolution No. R-44-26 would approve Task Order No. 03 to the Master Contract:

### **Task Order No. 03: Corrosion Control Program – 2026 Annual Test Point Survey**

Task Order No. 03 would authorize the Consultant to conduct a Test Point Survey across the Commission's transmission and distribution system piping, covering a distance of nearly 185 miles.

The Test Point Survey work will entail recording data at each of the Commission's cathodic protection test stations. A comprehensive report summarizing the results of the data shall be provided to the Commission for review and will include, among other things, an evaluation of data obtained, photos, and recommendations for future testing and/or mitigation. To maintain the Commission's efforts with respect to establishing and monitoring corrosion trends and activity over the long term, it is recommended that a Test Point Survey be repeated on an annual basis. Proposals were submitted by three firms, as noted in the table below:

Firm	Price
Corpro Companies, Inc,	\$59,700.00
Northern Inspection Services	\$85,530.00
DeLasCasas CP, LLC	\$113,236.00

The not-to-exceed cost for this Task Order is \$59,700.

### **Recommended Motion:**

To adopt Resolution No. R-44-26

DUPAGE WATER COMMISSION

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**RESOLUTION NO. R-44-26**

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A RESOLUTION APPROVING TASK ORDER No. 03  
UNDER A MASTER CONTRACT WITH CORRPRO COMPANIES, INC.

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

WHEREAS, the Commission entered into a contract with Corrpro Companies, Inc. (the "Consultant"), dated as of September 10, 2020 to provide, from time to time, professional engineering services in connection with the design and construction of extensions and improvements to the Waterworks System and other projects of the Commission (the "Master Contract"); and

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

WHEREAS, the Consultant has approved the Task Order attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1 (the "Task Order");

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 Task Order attached hereto as Exhibit 1 shall be and hereby is 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 Consultant, that the circumstances said to

necessitate the Task Order was not reasonably foreseeable at the time the Master Contract was signed, the Task Order is germane to the Master Contract as signed, and/or the Task Order is in the best interest of the DuPage Water Commission and authorized by law.

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

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

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.

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

ATTEST:

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

Board/Resolutions/2026/R-44-26.docx

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EXHIBIT 1

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**TASK ORDER NO. 3**

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission (“Owner”) and Corrpro Companies, Inc. (“Consultant”), for Professional Engineering Services dated September 10, 2020 (the “Contract”), Owner and Consultant agree as follows:

1. **Project:** 2026 Annual Test Point Survey

Perform the 2026 Annual test Point Survey for the DuPage Water Commission as delineated in the proposal from Corrpro Companies, Inc. dated April 21, 2026.

2. **Services of Consultant:**

A. Basic Services:

Task 1 – Review

- A. Consultant to review existing cathodic protection components within the DuPage Water Commission system included in the previous years’ Test Point Survey documents
- B. Consultant to review existing annual cathodic protection survey data

Task 2 – Review

All survey readings shall be taken using a GPS data logger by a certified NACE/AMPP technician. The data shall be transferred to the 2026 Annual Test Point Survey Excel workbook provided by the Commission. Survey data shall include the following:

- A. Measure ON and OFF Pipe-to-Soil potential at each test station
- B. Measure ON and OFF Pipe-to-Soil potentials, current magnitude and direction at existing bonds
- C. Measure the potential, current direction and magnitude at the sacrificial anode systems
- D. Measure ON and OFF Casing-to-Soil potentials (when applicable)
- E. Measure ON and OFF potentials to verify electrical isolation (when applicable)
- F. Document any broken parts including but not limited to shunts, wires, and diodes
- G. Verify rectifier functionality by confirming rectifiers are not providing insufficient protection or an overprotection situation
- H. Take photographs clearly documenting each test station and include photographs of broken parts. Clearly label each photograph with the date, pipeline branch, and station number.

The following sites require advanced coordination with the Commission for gated access. The Consultant shall be required to complete the survey of the following sites within the span of one week. The Consultant shall coordinate with the Commission 48 hours in advance of beginning the survey for these test points.

- A. TE-1/88: STA 0+10 and STA 473+87
- B. TE-3/94: STA 0+80, STA 4+30, STA 10+35, STA 491+35, STA 491+60, STA 492+75, and STA 493+75
- C. TN-1/88: STA 57+25
- D. TW-3/17: STA 723+60
- E. YARD PIPING: All Sites
- F. FN-2/89: MS-1C STA 10+62, MS-1E STA 7+72, MS-23B STA 0+01 and 3+75, and MS-25A STA 0+01
- G. FOB-2/89: MS-26B STA 44+65 and MS-3B STA 15+55
- H. FS-2/89: MS-24B STA 16+15
- I. FSW-1/89: MS-24C STA 8+29
- J. FNW-2/89: MS-1B STA 110+10, MS-1D STA 145+70
- K. RECTIFIERS: All Sites

#### Task 3 – Evaluation

The Consultant shall evaluate the collected data and compare the current data to the previous years' data to provide the Commission with maintenance recommendations.

- A. The Consultant shall make note of any pipeline that the survey shows has inadequate or excessive readings as defined by NSAE SP0169, current edition.
- B. The Consultant shall include recommendations in the final report on maintenance and/or replacement activities.

#### Task 4 – Consultant Deliverables

Upon completion of the test point survey and evaluation, summarize the findings of the survey in a report that includes conclusions and recommendations as well as provide the completed Excel workbook. The report shall include the following information:

- A. A cover sheet summarizing the project title, preparer name, and date
- B. Table of Contents

- C. An Executive Summary including pertinent project information
  - D. A section summarizing the collected data and an assessment of the data broken down by pipeline
  - E. A summary of issues and/or damage discovered in the field including photographs with captions
  - F. A section for General Recommendations based on current and past data
- B. Additional Services:
- None
3. **Approvals and Authorizations:** Consultant shall obtain the following approvals and authorizations:
- None
4. **Commencement Date:**
- May 22, 2026
5. **Completion Date:**
- Testing shall be completed no later than July 31, 2026. The final report shall be completed by August 31, 2026, plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.
6. **Submittal Schedule:**
- None
7. **Key Project Personnel:**
- Mark Austin: Engineer; NACE/AMPP CP 4
- William Drouillard: Test and Inspection Technician; NACE/AMPP CP 2
8. **Contract Price:**
- For providing, performing, and completing all Services, an amount equal to the Consultant's Direct Labor Costs opposite each such phase, plus an amount equal to the actual costs of all Reimbursable Expenses, but not to exceed, in each phase of Services, the following not to exceed amount set forth opposite each such phases except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract:
- Test Point Survey Services – Not to Exceed \$59,700.00**

9. **Payments:**

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

Direct Labor Costs shall mean salaries and wages paid to all Consultant personnel, including all professionals whether owners or employees, engaged directly on the Project, but shall not include indirect payroll related costs or fringe benefits.

Reimbursable Expenses shall mean the actual expenses incurred by Consultant directly or indirectly in connection with the Project, including expenses for transportation, telephone, postage, computer time and other highly specialized equipment, reproduction and similar Project Related items.

10. **Special Safety Requirements:**

Even though Consultant is required to independently assess the potentially hazardous conditions at its workplace on or in the vicinity of Owner's facilities and appurtenances and take the necessary precautions to ensure a safe workplace pursuant to the Contract and Consultant's legal obligations, Consultant is advised that it would be reasonable to assume that hazardous electrical voltage and current may be present at any time during the Services. Consultant must ensure that all personnel observe all appropriate safety precautions when working on or in the vicinity of Owner's facilities and appurtenances, and shall:

- i. Independently verify the presence or absence of AC electrical current on or in the vicinity of Owner's CP Test Facilities and its appurtenances and notify Owner and affected Consultant personnel accordingly. Owner shall instruct its employees to comply with the restrictions and prohibitions of Consultant's energy control program and procedures.
- ii. Take immediate and necessary measures to protect all workers, Owner employees, and general public from hazardous electrical voltage and current.
- iii. Work with Owner's personnel to control hazardous electrical voltages and current and control access to the location where hazardous electrical voltages and currents are present.
- iv. Train and instruct Owner's personnel on the safe electrical working practices to be employed between the time of temporary control measures being employed through and up to the time when permanent control measures are applied.

11. **Modifications to Contract:**

None

12. **Attachments:**

None

Approval and Acceptance: Acceptance and approval of this Task Order, including the attachments listed above, shall incorporate this Task Order as part of the Contract.

The Effective Date of this Task Order is May 22, 2026.

DUPAGE WATER COMMISSION

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

DWC DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Ashley Spain  
Title: Project Engineer  
Address: 600 East Butterfield Road, Elmhurst, Illinois 60126-4642  
E-mail Address: spain@dpwc.org  
Phone: (630) 834-0100  
Fax: (630) 834-0120

CORRPRO COMPANIES, INC.

By: \_\_\_\_\_  
Name: John Gentzler  
Title: Vice-President of Operations

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Deron E. Hawkins  
Title: Business Development Manager  
Address: 6477 Redhorse Pike, Newburgh, IN 47630  
E-mail Address: dhawkins@azuria.com  
Phone: 930-271-0681



**Resolution #:** R-45-26

**Account:** 01-80-852010

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

**JL JML CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 5/14/2026

**Description:** **A Resolution Approving and Ratifying a First Amendment to Task Order No. 07 Under a Master Contract with Burns & McDonnell, Engineering Co., Inc., for Program Management Services and TW-6/25 Section 2 Bid Package Construction Engineering**

**Agenda Section:** Engineering & Construction

**Originating Department:** Engineering

Burns & McDonnell (BMcD) was previously approved to serve as the Program Management team on the WaterLink Pipeline Project (R-57-25 – Task Order No. 7) as of last year. The task order authorized BMcD to serve as the Program Manager on the WaterLink Project in addition to performing Construction Engineering Services on the TW 6/25 – Section 1 (“Book Road”) segment. However, in an effort to maintain project flexibility, the Program Management services were only authorized for “year 1” of the project, essentially lasting through April 30, 2026. The authorized budget associated with both of these tasks is as follows:

<b>Effort</b>	<b>Not-to-Exceed Cost</b>
Program Management (Year 1)	\$3,507,466
Construction Engineering	\$6,484,328

In reviewing remaining budget for the Program Management component of this Task Order, it was determined that there is a significant amount of funding remaining as expenses incurred to date total just over \$1,000,000. As such, Staff recommends extending the existing Task Order beyond “year 1” through “year 2” (i.e. 4/30/27) or until such time as funds are fully expended. Note – no other changes (i.e. cost increases) to the existing task order are proposed at this time.

**Recommended Motion:**

To adopt Resolution No. R-45-26.

DUPAGE WATER COMMISSION

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**RESOLUTION NO. R-45-26**

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A RESOLUTION APPROVING A FIRST AMENDMENT TO TASK ORDER NO. 7 UNDER A MASTER SERVICES AGREEMENT WITH BURNS & MCDONNELL ENGINEERING CO., INC.

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

WHEREAS, the Commission entered into a contract with Burns & McDonnell Engineering, Co., Inc. (the "Consultant"), dated October 21, 2022, to provide, from time to time, professional engineering services in connection with the design and construction of extensions and improvements to the Waterworks System and other projects of the Commission (the "Master Contract"); and

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

WHEREAS, the Consultant has developed the Scope of Services attached hereto and by this reference incorporated herein and made a part hereof as Exhibit A, which is approved and will be formalized into a First Amendment to Task Order 7 under the existing MSA.

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

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

SECTION TWO: The Scope of Services attached hereto as Exhibit A shall be and hereby is approved and will be formalized as a First Amendment to Task Order 7 under the existing MSA, and if already issued,

ratified because the Board of Commissioners of the DuPage Water Commission has determined, based upon the representations of staff and consultant, that the circumstances said to necessitate the Task Orders were not reasonably foreseeable at the time the Master Contract was signed, the Task Orders are germane to the Master Contract as signed, and/or the Task Orders are in the best interest of the DuPage Water Commission and authorized by law.

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

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

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.

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

ATTEST:

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

Board/Resolutions/2026/R-45-26.docx

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EXHIBIT A

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## First Amendment to Task Order No. 07 Description

This First Amendment to Task Order No. 07 is being entered into between DuPage Water Commission (referred to herein as the “Owner” or the “Commission”) and Burns & McDonnell Engineering Co., Inc. (the “Consultant”) as of May 21, 2026 (the “Effective Date”) and hereby agree as follows:

WHEREAS, Owner and the Village of Montgomery (“Montgomery”), the Village of Oswego (“Oswego”) and the United City of Yorkville (“Yorkville”) (Oswego, Montgomery and Yorkville - collectively referred to herein as the “Waterlink Communities”) have entered into an Escrow Intergovernmental Agreement dated October 17, 2024 (the “Escrow Agreement”) to fund, *inter alia*, Phase III costs including the construction engineering of a water transmission main connecting the Commission’s waterworks system (the “Commission System”) to the Waterlink Communities’ waterworks systems (the “Project”); and

WHEREAS, Owner and Consultant have previously entered into a Master Contract for Professional Engineering Services dated October 21, 2022 (the “Master Contract”); and

WHEREAS, Section 1.1 of the Master Contract contemplates Owner and Consultant entering into Task Orders to perform specific tasks; and

WHEREAS, Owner and Consultant wish to enter into this First Amendment to Task Order No. 07 for Consultant to provide services for the Project as more fully set forth below (the “Project Services”).

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants and agreements herein contained, Owner and Consultant hereby agree as follows:

1. The above recitals are hereby incorporated as if fully set forth herein.
2. Capitalized terms used, but not otherwise defined herein, shall have their respective meanings as set forth in the Master Contract.
3. To the extent any of the provisions of this Task Order conflict with the Master Contract or the attached Exhibit A, First Amendment to Task Order No. 07 Description, this amended Task Order will apply.
4. Owner’s right to terminate or suspend the Project Services under Section 1.9 of the Master Contract is reconfirmed herein and shall be effective within forty-eight (48) hours unless the Owner’s notice of termination sets forth a longer time period. Consultant acknowledges that Owner may suspend or terminate the Project Services at its sole discretion for any reason, including but not limited to the escrow required under the Escrow Agreement not being fully funded by the Waterlink Communities or any of the Waterlink Communities not receiving its required allocation from the Illinois Department of Natural Resources.

5. Notwithstanding anything else set forth in this amended Task Order, Consultant shall only take direction regarding or relating to Project Services from Owner. The Waterlink Communities, their officers or employees will have no authority to approve change orders or provide any other direction to Consultant.

6. Consultant shall submit monthly pay requests on or before the fifteenth (15<sup>th</sup>) day of the month for Project Services completed in the prior calendar month. Each pay request shall contain releases and waivers of lien for all subcontractors for the prior calendar month.

7. All Project Services, including those supplied by Consultant's subcontractors, must comply with the Water Infrastructure and Finance Innovation Act ("WIFIA"). Owner shall notify Consultant in writing if additional federal or state funding is to be used on the Project. Consultant shall be entitled to equitable adjustment in compensation, subject to the approval of Owner, if additional federal or state funding requirements place additional obligations on Consultant.

8. Except as expressly amended by this Task Order, the remaining terms, covenants, conditions, and provisions of the Master Contract shall remain unchanged and in full force and effect, and the Task Order, as amended herein, shall constitute the full, true, and complete agreement between the parties.

9. This amended Task Order shall be binding upon and inure to the benefit of the parties, and their successors and assigns.

10. If any provision of this amended Task Order is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This amended Task Order shall be construed and enforceable as if the illegal, invalid or unenforceable provision had never comprised a part of it, and the remaining provisions of this amended Task Order shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this amended Task Order, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and legal, valid and enforceable.

11. This amended Task Order may be executed in counterparts, each of which shall be deemed an original instrument, but all such counterparts together shall constitute but one agreement. Delivery of an executed counterpart signature page by facsimile or electronic transmittal (PDF) is as effective as executing and delivering this Task Order in the presence of the other parties to this amended Task Order.

IN WITNESS WHEREOF, Owner and Consultant have caused this First Amendment to Task Order No. 07 to be executed in two (2) original counterparts as of the day and year first written above.

Attest/Witness:

**DUPAGE WATER COMMISSION**

By: \_\_\_\_\_  
Clerk

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

Attest/Witness:

**BURNS & McDONNELL ENGINEERING CO., INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A  
FIRST AMENDMENT TO TASK ORDER NO. 07**

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission (“Owner”) and Burns & McDonnell Engineering Co., Inc. (“Consultant”), for Professional Engineering Services, Owner and Consultant agree as follows:

- 1 . Project:** WaterLink Pipeline Construction Project - Program Management (through April 30, 2027) and Phase III Construction Engineering Services for TW-6/25 Section 3.

This amended task order authorizes Consultant (Burns & McDonnell) to provide staff resources associated with the requested Program Management Services as well as Construction Engineering Services for TW-6/25 Section 3.

- 2 . Services of Consultant:** As Described in Attachment(s).
- 3. Approvals and Authorizations:** Not applicable.
- 4. Commencement Date:** Effective Date of This Task Order
- 5. Completion Dates:** As Described in Attachment(s).
- 6. Submittal Schedule:** Not applicable.
- 7. Key Project Personnel:**

Joe Darlington – Program Manager

Kennedy Hartsfield – Construction Manager

Matthew Dunlop – Resident Engineer

- 8. Contract Price:**

For providing, performing, and completing all Services, an amount equal to Consultant's Billing Rate Sheet Costs per hour or unit for all Services rendered by principals and employees engaged directly on the Project, plus an amount equal to rate sheet costs plus applicable markup of all Reimbursable Expenses.

Notwithstanding the foregoing, the total Not-To-Exceed Contract Price shall be \$9,991,794.00, except as adjusted by a Change Order issued pursuant to Section 2.1 of the Master Contract. Such total is delineated as follows:

- Task Series 1000 - WaterLink Program Management: \$1,806,006.00
- Task Series 2000 – Construction Administration and Material Testing: \$1,701,460
- Task Series 4000 - Construction Engineering for TW-6/25 Section 3: \$6,484,328.00, with \$5,162,728.00 for Basic Services and \$1,321,600.00 for Additional Services

- 9. Payments:**

Direct Labor Costs shall mean the billing rate of all Consultants personnel including all professionals whether owners or employees, engaged directly on the Project.

Reimbursable Expenses shall mean the actual expenses incurred by Consultant directly or indirectly in connection with the Project, including expenses for transportation, telephone, postage, computer time and other highly specialized equipment, reproduction and similar Project related

items. This list is not intended to be exhaustive. Other Project-related costs incurred by Consultant, are nonetheless considered to be reimbursable expenses. Costs incurred by Consultant shall also be read to mean costs incurred by Consultant’s subsidiaries, employees, contractors, and consultants.

**10. Modifications to Contract:** Not applicable.

**11. Attachments:**

Attachment A: Scope of Services and Fee Schedule

Approval and Acceptance: Acceptance and approval of this Task Order, including any attachments listed above, shall incorporate this Task Order as part of the Master Contract.

The Effective Date of this Task Order is May 21, 2026.

**DuPAGE WATER COMMISSION**

By: \_\_\_\_\_

Paul D. May, P.E.  
General Manager

**DESIGNATED REPRESENTATIVE FOR TASK ORDER:**

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

**BURNS & MCDONNELL ENGINEERING CO., INC.**

By: \_\_\_\_\_

Michael J. Folta, P.E.  
Vice President

**DESIGNATED REPRESENTATIVE FOR TASK ORDER:**

Name: Joseph M. Darlington, P.E.  
Title: Program Manager  
Address: 1431 Opus Place, Suite 400, Downers Grove, IL 60515  
E-mail Address: [jdarlington@burnsmcd.com](mailto:jdarlington@burnsmcd.com)  
Phone: (630) 724-3809



REQUEST FOR QUALIFICATIONS

# CONSTRUCTION ENGINEERING SERVICES FOR THE WATERLINK PROJECT



SUBMITTED TO:

DuPage Water Commission  
600 East Butterfield Road  
Elmhurst, IL 60126

SUBMITTED BY:

Burns & McDonnell Engineering Company, Inc.  
1431 Opus Place, Suite 400  
Downers Grove, IL 60515



October 25, 2024

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

**RE: RFQ – Construction Engineering Services for the Waterlink Project**

Dear Mr. Loster:

The DuPage Water Commission (DPWC) has embraced the challenge of providing high-quality, sustainable drinking water service to the WaterLink communities of Montgomery, Oswego and Yorkville. To successfully deliver your program, you need a trusted partner with the construction management and construction engineering experience and capacity to manage the demands of this significant undertaking. Burns & McDonnell has assembled a team with local resources backed by national experience delivering large water programs and can offer you the following benefits:

**PROGRAM AND CONSTRUCTION MANAGEMENT EXCELLENCE.** Our proven track record in managing large, high-value linear infrastructure projects gives DPWC confidence that your projects will be completed on time and within budget. For 126 years, Burns & McDonnell has helped municipalities and utilities navigate the changing landscape of capital program delivery. We are project delivery specialists in various industries across the nation—In addition to managing over \$7 billion in design and construction annually, we manage over \$70 billion in capital programs for our clients, including \$8 billion in the water/wastewater market. We rank as one of the top program management companies in the country (#14, according to ENR) and are a national leader in construction management. **Burns & McDonnell has demonstrated program and construction management excellence locally, having been the construction manager of choice for the Illinois Tollway for almost two decades and delivered more than 200 water/wastewater construction projects in the last 10 years.** By leveraging our extensive program delivery experience, innovative project controls and document and change management practices, we provide a streamlined approach that minimizes risks and enhances transparency. Our use of cutting-edge technologies empowers us to monitor changes effectively and optimize performance, ultimately driving the success of your project. With our national and local resources, you can trust us to deliver results tailored to your needs.

**PROVEN LOCAL CONSTRUCTION MANAGEMENT TEAM.** Our core team has a long history of working together while delivering successful projects for Northeast Illinois clients. We have provided similar services for a variety of projects and multi-year programs, including the City of Joliet's \$600 million Water Main Replacement program, the City of Chicago's \$330 million Grid Main Replacement program and \$175M Ancillary Sewer program, the Northwest Suburban Joint Action Water Agency's \$110 million transmission main relocation, the City of Elgin's \$30 million Combined Sewer Separation program and the Village of Frankfort's \$60 million Wastewater Consolidation program. Many of the members of our team have spent more than a decade working together on these programs as well as other projects, and this experience has developed into a highly successful and close-knit team. **Local to DPWC, our construction professionals can navigate the complexities of construction efficiently, supporting timely and on-budget delivery. Our team is ready to solve any of your project challenges.**



**ONE TEAM WITH THE CAPACITY FOR ALL YOUR PROJECT NEEDS** Our proposed team allows for quick and efficient mobilization on large-scale projects, with the ability to flex and scale to support DPWC across the full portfolio of your program. Because the specific staffing resource needs for each contract and across the program will be determined through subsequent solicitations, we have presented a core Burns & McDonnell team while leveraging strong and established collaborative partnerships with our pool of subconsultants that **enable us to allocate the right resources tailored to your specific needs, regardless of project size or complexity**. Our experience partnering with our pool of subconsultants on other large construction programs throughout Northeast Illinois and with Mott MacDonald on significant water supply projects for the DPWC and Grand Prairie Water Commission demonstrates our capability to provide effective solutions. **We have the flexibility to scale our workforce according to your project requirements, whether that means covering one or multiple contracts, increasing staff during peak construction phases or deploying specialized teams for specific tasks.**

Meeting schedules and staying within budget while providing the high level of service that DPWC desires are critical to the success of your program. Our team of construction management and construction engineering professionals brings the experience and the capacity to flex resources and scale to your program to do just that. We are excited to support DPWC and serve as your partner. If you have any questions about our enclosed qualifications, please contact Joe.

Sincerely  
**Burns & McDonnell**



**Joe Darlington, PE | Program Manager**  
(630) 724-3809 | [jdarlington@burnsmcd.com](mailto:jdarlington@burnsmcd.com)  
1431 Opus Place, Suite 400, Downers Grove, IL 60515



# FIRM INFORMATION



Burns & McDonnell was founded in 1898 with the mission of providing clean water and power to utilities and municipalities across the nation. We are 100% employee-owned, boasting a team of engineers, architects, scientists, technologists and construction professionals all dedicated to successful project delivery. Burns & McDonnell currently manages more than \$70 billion in capital programs annually for power, water and gas utilities. Because we are an industry leader in capital project delivery, we will help your team understand how to optimize capital throughput and work with you to simultaneously drive capital program execution. Burns & McDonnell established an office in DuPage County in 1994 to provide water and transportation services to public clients throughout Northeast Illinois. Today, Burns & McDonnell is a leader in the water industry across the region. Over the past 10 years, Burns & McDonnell has completed 120 water projects in DuPage County.

## AN INTEGRATED, EXPERIENCED TEAM TO MEET YOUR NEEDS |

Mobilizing the right resources to cover multiple construction contracts occurring simultaneously while maintaining continuity is very important to delivering a successful program. It is common for project workload to ebb and flow on major programs like this. The skillsets required for successful delivery can shift as the program matures. It is essential to have a nimble team that can adjust to the changing demands of your program by flexing resources up and down based on the needs of your program.

Burns & McDonnell has assembled a team with the capabilities and capacity to meet the varying needs of DPWC during the years to come. We strongly believe that project teams that are familiar with each other perform better, and we plan on providing that continuity to DPWC. The core Burns & McDonnell individuals have worked together for nearly 15 years. We also have a long history working with our proposed subconsultants to deliver similar programs for Northeast Illinois clients. **For the past five years, our team has successfully delivered the City of Chicago's Ancillary Sewer Program. We are currently working together to manage the City of Joliet's Water Main Replacement Program.**

Our Burns & McDonnell team has the capacity and experience to fulfill almost all responsibilities required for this project, with specialty roles filled by subconsultants for survey, material testing, trenchless and inspection support. Our team can flex to oversee one or multiple contracts as desired by DPWC. As work occurs on all the contracts simultaneously, we envision peak times of construction activity through a typical year that will require adding field inspectors to provide needed coverage. Our team can mobilize additional resources quickly to meet those needs. **An introduction to our proposed subconsultant firms is provided on the following pages.**



## LOCAL OFFICES & CONTACT INFORMATION

We will support this project from our Downers Grove and Downtown Chicago office locations. Together, these locations house a robust team of 592 multi-discipline professionals, including engineers, project managers and environmental specialists, all equipped to deliver innovative solutions tailored to your needs. Notably, we have over 50 dedicated resources focused exclusively on water projects. This specialization allows us to bring a wealth of knowledge and expertise to the table, ensuring that we can tackle the complexities of your project with confidence. Our key personnel, who live and work in these communities, are deeply invested in the success of DPWC's initiatives.

**Downers Grove Office:**  
1431 Opus Place, Suite 400  
Downers Grove, IL 60515

**Downtown Chicago Office:**  
200 W. Adams Street, Suite 2700  
Chicago, IL 60606

**Contact Information:**  
Joe Darlington  
(630) 724-3809  
jdarlington@burnsmcd.com



# SUBCONSULTANTS

## APS CONSULTING, INC.



### INSPECTION

APS Consulting, Inc. (APS), incorporated in 2006, is a Professional Engineering Firm providing high quality Civil and Transportation Engineering construction engineering services to both Public and Private sector clients in the State of Illinois. The firm's staff members have extensive individual experience providing Phase III Construction Engineering services. Current and previous clients include the Illinois Department of Transportation, Illinois Toll Highway Authority, Metra, Chicago Department of Transportation, Chicago Department of Aviation, Chicago Transit Authority and various municipalities.



**CONSTRUCTION INSPECTION** | Applying rigorous QA/QC, extensive experience and resourcefulness to every project we accept, APS' team members are dedicated to their clients' success. APS has rapidly established itself as an extremely reputable DBE/MBE firm due to their strong commitment to quality and customer focus.

## ENVIRONMENTAL DESIGN INTERNATIONAL, INC.

### INSPECTION

Founded in 1991, Environmental Design International inc. (EDI) is an MBE/WBE/DBE certified professional engineering firm. Throughout preliminary planning, design, permitting, construction management and reporting, our staff delivers **E**xcellence, **D**edication and **I**nnovation.



**CIVIL & CONSTRUCTION ENGINEERING** | EDI offers full services associated with engineering planning, preliminary and final design documents and construction inspection and observation. Design services include horizontal and vertical geometrics, grading, demolition and material re-use, stormwater drainage design, sanitary sewer systems, water main design, detention/retention systems, construction cost estimating, technical specifications, required state and local agency permitting.

## DLZ NATIONAL, INC.



### SURVEY

DLZ National, Inc. (DLZ) is a family- and minority-owned firm providing architectural, engineering and construction services.



**SURVEY** | DLZ provides precision surveying services for a variety of industries and clients. Their professional land surveyors are licensed in numerous states throughout the country. With more than 50 full-time field crews, the depth of their resources and diverse experience provides flexibility for clients. DLZ also provides Land and Right-of-Way Acquisition surveying services, including ALTA/ASCM land title, boundary, topographic and easement surveys.

## DB STERLIN CONSULTANTS, INC.



### INSPECTION

DB Sterlin Consultants, Inc. is an experienced multi-discipline engineering and consulting firm that delivers measurable and enduring results for its clients. Over more than two decades, the family-owned company has earned a reputation for adaptability, customer service and professional excellence.



**CONSTRUCTION ENGINEERING SERVICES** | DB Sterlin offers a broad range of construction engineering services for highways, mass transit, roadways, bridges, rail and utilities. Their construction engineering department has experienced project managers, resident engineers, inspectors and technicians capable of fulfilling any client's needs. Their engineers cover all phases of work from planning through construction administration. Their diverse client base for construction services includes state and local government agencies, counties, municipalities and commuter railroads.

# SUBCONSULTANTS (2/3)

## REACH GROW EXCEED ENGINEERING



### INSPECTION

Established in 2005, Reach Grow Exceed Engineering (RGE) is a leading diversity-supplier that provides quality construction management and design services to our partners. By playing a key role in their partners' teams, RGE has managed the construction and design of infrastructure and utility projects. RGE has managed the construction of toll-road and bridge projects for Illinois' major transportation agencies. Other projects include toll plazas, commuter rail stations, utility coordination and maintenance of traffic coordination. RGE is also working on the Joliet Water Main Replacement Program.



**CONSTRUCTION INSPECTION** | RGE performs gravity and pressure pipeline and facility design services, as well as field coordination and inspection services for the underground utility industry both locally and nationally. RGE's construction inspection services include preparation of as-built/record drawings, storm sewer inspection, piling inspection, erosion and sediment control reports, traffic signals inspection, HMA and PCC paving inspection and noise and retaining wall inspection.

## SQN ASSOCIATES, LLC



### INSPECTION

SQN Associates, LLC (SQN) is a recognized leader in providing construction management, program and project management and project controls services. The team applies their knowledge and experience in engineering and construction to the everyday challenges that occur throughout the construction process.



**CONSTRUCTION MANAGEMENT** | By aligning the right knowledge and staff experience to project needs, SQN provides comprehensive construction management services with customized solutions for project delivery. SQN has experience with project management, resident/office engineering, field oversight/inspection, project controls, quality management and document control.

## RUBINO ENGINEERING, INC.



### MATERIAL TESTING

While we understand that DPWC has standing contract with materials testing firms, if required, we are prepared to engage the services of Rubino Engineering to provide these services for the Waterlink Program. Established in 2009 by founder Michelle Lipinski, PE, Rubino Engineering, Inc. (Rubino) is an AASHTO-accredited and IDOT prequalified DBE and WBE engineering and testing consulting firm specializing in providing geotechnical engineering and construction materials testing throughout Northern Illinois. Rubino's staff includes licensed engineers, experienced project managers and certified field and laboratory technicians. Rubino has extensive experience performing Construction Material Testing services on local, county and IDOT roadway projects in accordance with IDOT specifications.



**MATERIAL TESTING** | Field QA testing services are performed by certified and trained Local 150 engineering technicians. Technicians are experienced in both quality control and quality assurance of construction materials and are ACI certified and IDOT PCC, HMA and S-33 Soil certified. Rubino has recently embraced technology to assist on construction materials testing projects, including the implementation of a reporting application for technicians to submit reports electronically, online scheduling and report submittals through Sharefile.

# SUBCONSULTANTS (8/8)

MOTT MACDONALD GROUP



## TRENCHLESS

Mott MacDonald is a full-service, global engineering firm with in-depth experience in design and construction management of tunneling, microtunneling and other trenchless technology projects. Mott MacDonald's tunnel practice is well recognized by project owners and their track record is demonstrated through successful delivery of projects not only in North America but also globally.

**MURRIETA ROAD TRANSMISSION PIPELINE** | The project involved the installation of approximately 6,800 linear feet of 36-inch diameter welded-steel transmission pipeline. The trenchless portion of the work consisted of an approximately 500-footlong, 54-inch diameter microtunnel crossing below Salt Creek. Mott MacDonald provided design, design services during construction and field management engineering for the trenchless portion of the project. The trenchless scope included instrumentation and monitoring, shaft construction, microtunneling, insertion of carrier pipe into casing and backfilling of the annular space between casing and carrier pipe. Mott MacDonald provided field management engineering services during microtunneling, contact grouting, carrier pipe insertion and annular space backfilling. The field engineer prepared detailed daily reports including a summary of work performed, daily activities break-down to 15-minute intervals, records of key operating parameters and records of decisions and discussions. Minor conflicts were quickly resolved in the field.



**PIPELINE CONSTRUCTION MANAGEMENT** | The Perris Valley Pipeline project involves the construction of about 3,000 lineal feet of 97-inch diameter pipeline. The majority of the pipeline is installed within three tunnel segments, including tunneling beneath BNSF railways and Interstate 215 (I-215), which requires the construction of four tunnel access shafts. Mott MacDonald proposed opportunities to address and/or mitigate the project challenges, including the installation of a horizontal inclinometer below I-215 to better monitor for ground movement and identifying a third-party coordinator to liaise with internal/external teaming parties and stakeholders. Observation protocols during construction management for the microtunneling were developed and timely analysis of the MTBM and instrumentation data were performed. The project is currently ongoing but the microtunnel sections have been successfully completed.



# FIRM QUALIFICATIONS

In addition to our long history providing water engineering and construction services, we are a national leader in delivering large-scale capital programs for our clients. Burns & McDonnell actively manages over \$70 billion of capital programs while serving as program manager to a number of water and power utilities. We're doing just that for KC Water's \$4.5 billion Smart Sewer Program and Shreveport Water Utilities' \$1.3 billion Clean Water Shreveport Program, along with countless other utility capital programs across the country. We've served water utilities in Northeast Illinois for 30 years and have established ourselves as a market leader in construction management and construction engineering services.

Figure 1. WATER/WASTEWATER PROGRAM EXPERIENCE



## OUR TEAM BY THE NUMBERS



**#9**  
WATER  
TREATMENT FIRMS  
ENR-Ranked (2024)



**#14**  
PROGRAM  
MANAGEMENT FIRM  
ENR-Ranked (2024)



**#16**  
WATER  
SUPPLY FIRMS  
ENR-Ranked (2024)

**50+**  
LARGE-SCALE PROGRAMS  
ACROSS MULTIPLE  
INDUSTRIES

**\$700M+**  
WATER/WASTEWATER  
CONSTRUCTION PROJECTS  
MANAGED IN THE LAST 10 YEARS

**200+**  
WATER/WASTEWATER  
CONSTRUCTION PROJECTS  
MANAGED IN THE LAST 10 YEARS

**\$8B**  
IN ACTIVE WATER/  
WASTEWATER  
PROGRAMS

**18**  
YEARS OUR CORE  
TEAM HAS WORKED  
TOGETHER

**250+**  
MILES OF NEW WATER MAIN  
DESIGNED OR CONSTRUCTED  
THROUGHOUT THE US

## Regional Experience Delivering Similar Projects

In the matrix below, we highlight a sampling of key projects we have delivered in Northeast Illinois that include similar scope items.

PROJECT NAME   LOCATION	Construction Administration	Project Management	Survey/GIS Data Collection	Field Inspection	Project Closeout
CDWM Ancillary Sewer Program   Chicago, IL	X	X	X	X	X
CDWM Grid Main Replacement Program   Chicago, IL	X	X	X	X	X
Water Main Replacement Program   Joliet, IL	X	X	X	X	X
Lord Street CSS Overall   Elgin, IL	X	X	X	X	X
Move Illinois I-90 Tollway   NSMJAWA	X	X		X	X
WWTP Consolidation Program   Frankfort, IL	X	X		X	X
Water Delivery Project   Homewood, IL	X	X	X	X	X
Mount Prospect - NWC Water Main Interconnect   Mount Prospect, IL	X	X	X	X	X
Isabella Drainage Improvements   Mount Prospect, IL	X	X	X	X	X
West Pressure Zone Project   Elgin, IL	X	X	X	X	X
2019 & 2020 Water Main Improvements   Glencoe, IL	X	X		X	X
County Line Road Sidewalk Improvements   Burr Ridge, IL	X	X		X	X
Rail Road Water Main   Rantoul, IL	X	X		X	X
FRWRD Phase 3 & 4   Elgin, IL	X	X	X	X	X
North Plant Sludge Transfer Main   Elgin, IL	X	X	X	X	X
Joint Waste Disposal Sludge Main   Elgin, IL	X	X	X	X	X
Eagle Heights North   Elgin, IL	X	X	X	X	X
2020 Water Main Improvements   Mount Prospect, IL	X	X	X	X	X
Aft & Randall Intersection Improvements & Water Main   Elgin, IL	X	X	X	X	X
Civic Center Plaza Water Main   Elgin, IL	X	X	X	X	X
West Pressure Zone Project   Elgin, IL	X	X	X	X	X
Maple-Evergreen Water Main   Mount Prospect, IL	X	X	X	X	X
Park Street Rehab & Water Main   Elgin, IL	X	X	X	X	X



### MOVE ILLINOIS I-90 TOLLWAY

NSMJAWA  
\$100M+

Approximately 7 miles of PCCP and DIP water main ranging from 16 to 90 inches in diameter



### GRID WATER MAIN REPLACEMENT

Chicago, Illinois  
\$330M+

Master Consulting Agreement to provide construction engineering services

### WATER MAIN REPLACEMENT PROGRAM

Joliet, Illinois  
\$600M

Approximately 30 miles of water main annually ranging from 6 to 16 inches in diameter



**BURNS & MCDONNELL HAS EXPERIENCE PROVIDING CONSTRUCTION MANAGEMENT SERVICES ACROSS MULTIPLE INDUSTRIES IN NORTHEAST ILLINOIS FOR OVER 20 YEARS.**

# RELEVANT FIRM EXPERIENCE

*Our team has extensive experience managing large-diameter water transmission main projects across Illinois. We have successfully addressed complex challenges and provided effective solutions for municipal clients. The following pages present examples that highlight our capabilities.*



## PROJECT DATES

2013-Ongoing

## OWNER'S CONTACT

Ramesh Kanapareddy, Executive Director |  
847-981-4083

## KEY PERSONNEL

- Trevor McIntyre | Resident Engineer
- Stephen Crede | Construction Manager
- Joe Darlington | Project Engineer
- Colin Campbell | Resident Engineer
- Matt Dunlop | Construction Inspector
- Arno Kandissounon | Construction Inspector

## “MOVE ILLINOIS” DESIGN & CONSTRUCTION SUPPORT

I-90 CORRIDOR, GREATER CHICAGO AREA, ILLINOIS

*Burns & McDonnell is providing engineering services, including design review, owner's engineering and construction monitoring to NSMJAWA for the Illinois State Highway Toll Authority (Tollway) “Move Illinois” project. The “Move Illinois” is a multi-phased project of improvements to Interstate 90 from approximately the City of Rockford to the Kennedy Expressway just east of Illinois 294.*

The “Move Illinois” project was designed and constructed in two phases. The first phase included mainline widening from approximately the City of Rockford to the Fox River. The second phase included mainline widening from approximately the Fox River to Illinois 294.

The \$100M+ project included the relocation of approximately seven miles of PCCP and ductile iron water main ranging from 16 inches to 90 inches in diameter, two hot taps of existing 90-inch-diameter PCCP, seven connections of new relocated water main to existing water main, design of large diameter temporary bypass piping systems and abandonment of existing systems.

Burns & McDonnell's responsibilities on this project included attending meetings and working sessions with and on behalf of NSMJAWA, reviewing and developing intergovernmental agreements, developing conceptual designs, reviewing intermediate designs and final designs of proposed Interstate I-90 widening and advanced projects within the limits of the Water Agency's service area. Burns & McDonnell also provided hydraulic modeling of NSMJAWA's 55-mile transmission main system, providing potable water to approximately 500,000 people. Burns & McDonnell also developed design criteria, standards and guidelines for use for the protection of the existing water main and in the design and construction of the relocated water main. Burns & McDonnell developed project schedule and budget controls for NSMJAWA, including the development of construction cost estimates. Property acquisition and easement support, including survey and title search, were also provided. Services provided during the construction phase include participation in construction meetings, construction monitoring, shop drawing reviews and development of solutions to mitigate conflicts that arose during construction.





## PROJECT DATES

2021-Ongoing

## OWNER'S CONTACT

Sean Dorsey | 847-870-5640 |  
SDorsey@mountprospect.org

- ▶ Paul St. Aubyn | Project Manager
- ▶ Arno Kandissounon | Resident Engineer
- ▶ Colin Campbell | Construction Inspector
- ▶ Ben Werner | Construction Inspector
- ▶ Joe Darlington | Civil Engineer
- ▶ Stephen Crede | Construction Manager

# EMERGENCY WATER SUPPLY INTERCONNECT

MOUNT PROSPECT, ILLINOIS

*Burns & McDonnell provided design and construction administration services for a new emergency interconnection to supply NSMJAWA water to NWC and NWC water to Mt. Prospect. The emergency interconnection includes a meter vault with a diaphragm style control valve, approximately 1,500 LF of transmission piping, new connections to the Village's existing ground storage tanks and pump station improvements.*

The Village of Mount Prospect (Village) and the Northwest Water Commission (NWC) capitalized on the opportunity to provide a primary and redundant water supply with Lake Michigan water. Their close proximity and existing system layout allow for a bi-directional interconnection to supply a redundant source of water to their respective end users.

Burns & McDonnell completed multiple planning-level evaluations and design of an interconnect between the Village and NWC and NSMJAWA and NWC (while servicing the Village). The design capacity of the interconnection is 7.0 million gallons of water (mgd). The proposed emergency interconnect provides for transfer of water between: NSMJAWA's existing 20-inch diameter DI water main at the intersection of Elmhurst Avenue and Highland Avenue, NWC's existing 36-inch diameter PCCP water main at Elmhurst Avenue and Kensington Road (pressure connection) and the Villages existing ground storage reservoirs at Pump Station 5.

The project is anticipated to be completed by the end of 2024. Burns & McDonnell provided engineering services, construction administration and inspection services during construction. Highlights of the project include:

- Approximately 1,300 linear feet of 30-inch diameter DI water main
- A process control valve and meter vault with automation controls for flexibility in operation
- Existing pump station upgraded to meet Village requirements of system redundancy



*Burns & McDonnell served as program manager*

## WATER MAIN REPLACEMENT PROGRAM

### JOLIET, ILLINOIS

Burns & McDonnell is providing construction engineering services for the City's \$600M Water Main Replacement Program, which includes replacing approximately 30 miles of water mains (6 to 16 inches in diameter) annually through 2030. Services include construction observation, project controls, construction layout, public relations, GIS support and IEPA SRF loan documentation. The program comprises 17 contracts awarded to eight general contractors, with staggered project starts to minimize community impact. This required extensive coordination to verify the timely completion of initial projects and prevent delays in subsequent projects. Additionally, permitting issues caused delays for three projects in IDOT right-of-way, requiring quick adjustments to project schedules. Some projects required work near schools and had to be completed during the two-month summer break.

Burns & McDonnell created several dashboards to report construction progress to City staff. These dashboards provide real-time updates as water main and appurtenances are installed and uploaded to the City's GIS database. On a project-by-project basis, the City can see footage of pipe installed, services replaced, contract time remaining, concerns submitted by residents and other project updates.

The City is executing its Water Main Replacement Program at the same time as its Alternative Water Source Program (AWSP). They are using multiple funding sources to cover the design and construction costs associated with both programs, including WIFIA, IEPA SRF, various grants and local funding. Our team has been responsible for assisting the City with funding disbursement requests, tracking AIS documentation, labor force wage interviews, tracking apprenticeship hours and assisting with quarterly reporting on the status of the overall program and individual projects. This has included coordination with the program management team for the AWSP to verify that consistent information is being provided for both programs.

**Project Dates:** 2024-Ongoing

**Owner's Contact:** Allison Swisher, Director of Public Utilities | 815-724-4000 | [aswisher@joliet.gov](mailto:aswisher@joliet.gov)

**Key Personnel:** Trevor McIntyre, Senior Resident Engineer | Stephen Crede, Program Manager | Luc Robinett, GIS | Ed Benesh, Construction Inspector | Ben Werner, Construction Inspector | Colin Campbell, Construction Inspector | Matthew Swartz, Construction Inspector | Joe Darlington, Client Services Manager | Matt Dunlop, Resident Engineer | Arno Kandissounon, Resident Engineer



## WATER DELIVERY PROJECT

### HOMECWOOD, ILLINOIS

Amidst record inflation and major supply chain disruptions during a global pandemic, the Village of Homewood, Illinois selected Burns & McDonnell to design and build a new water transmission line and booster pump station allowing this growing community access to a new water supply. Project cost and schedule were key factors in the Village selecting progressive design-build delivery. Through early collaboration and forward-looking procurement practices, the project team was able to mitigate over one million dollars in escalation costs, keeping the project on schedule and delivering best value solutions within the client's \$14 million budget.

The project included 2.4 miles of 30-inch-diameter water main and an 11 MGD booster pump station. Extensive monitoring and complete rigorous corrosion control testing of both public and private water lines was ongoing throughout the duration of the project. The proximity of the water transmission line to a nature preserve required significant environmental investigations and permitting. While the project did disturb portions of the reserve, the team worked in tandem with reserve leadership to remove invasive species of trees and shrubs and replace them with native species, leaving the preserve more ecologically sound for years to come.

**Project Dates:** 2019-2022

**Owner's Contact:** John Schaefer, Pubic Works Director | 708-798-3000 | [jschaefer@homewoodil.gov](mailto:jschaefer@homewoodil.gov)

**Key Personnel:** Stephen Crede, Design Manager | Stephen Boden, Design-Build Manager | Kevin Waddell, Cost Estimating | Jessica James, Public Relations | Matt Dunlop, Construction Inspector



## ALTERNATIVE WATER SOURCE PROGRAM

### JOLIET, ILLINOIS

Burns & McDonnell is serving as Owner’s Advisor on a program forecasted to cost greater than \$1.5 billion to provide an alternative water supply for six Chicago-area suburban communities. The program is being delivered through 35 work packages organized into eight CIPs.

Burns & McDonnell was retained in mid-2022 to provide independent review of key documents and features of the AWSP. This includes periodic monitoring of AWSP status, review of invoices and scopes of work, review of design packages and review of budget, cost, schedule and risk information. We are completing independent technical reviews of design packages at 30% (preliminary), 60% (pre-final), 90% (final) and prior to the Issued for Bid stages for each project under the AWSP to identify constructability concerns and opportunities for value engineering. Burns & McDonnell is also preparing quarterly AWSP evaluation reports, including assessments of the program team’s compliance with the authorized scope of services, progress relative to the baseline schedule and budget, identification of potential key performance indicators (KPIs) and opportunities to use web-based dashboards to provide improved reporting or transparency to program status.

#### Funding

In collaboration with the City’s financial advisor and consulting engineer, Burns & McDonnell assisted Joliet in evaluating the impact of alternative WIFIA debt structures on its water cash flows and potential rate increases. Using Burns & McDonnell’s Long-Term Strategic Financial Plan, several cash flow scenarios were performed to assist the City in determining its anticipated approach to using WIFIA funding. Burns & McDonnell assisted the City in securing approval from the Illinois Environmental Protection Agency for state revolving loans to fund \$50 million in water main replacement. We also developed the financial plan submitted to the State of Illinois as part of the application process and reviewed the model and its assumptions with State personnel to support the State’s approval process.

**Project Dates:** 2022-Ongoing

**Owner’s Contact:** Allison Swisher, Director of Public Utilities | 815-724-4000 | [aswisher@joliet.gov](mailto:aswisher@joliet.gov)

**Key Personnel:** Joe Darlington, Project Manager | Paul St. Aubyn, Assistant Project Manager | Kevin Waddell, Cost Estimating



## SLUDGE TRANSFER MAINS

### ELGIN, ILLINOIS

The City of Elgin aimed to enhance its lime sludge disposal system by constructing a new lime sludge disposal main from its Riverside Water Treatment Plant to the McLean Sludge Lagoons. Concurrently, the Fox River Water Reclamation District (FRWRD) sought to build a sludge transfer main to improve operational efficiency at its North Wastewater Treatment Plant and eliminate the need for trucking sludge. Both projects traversed developed residential and commercial areas, prompting the City and FRWRD to engage Burns & McDonnell through an inter-governmental agreement for the design and construction of approximately 25,000 feet of lime sludge disposal main and 15,000 feet of sludge transfer main. In Phases III and IV, Burns & McDonnell designed and provided construction engineering services for a 11,000-foot sludge transfer line to connect the existing interceptor sewer to the FRWRD facility.

To reduce disruption, four miles of the force mains were installed via directional drilling. In areas of commonality, both mains were drilled through the same bore hole, while open cut was employed in some green spaces. Guided pipe boring was used for installations that required precise auger alignment. Improvements were also made to the Riverside Water Treatment Plant’s sludge transfer pump station, which included upgraded piping and valve systems.

Burns & McDonnell also provided design and construction services for a new sludge transfer pump station at the North Plant to facilitate sludge pumping to the South Plant, avoiding trucking. The scope included various process enhancements and control system improvements. Much of the force main alignment was through an active golf course, requiring significant collaboration with the owners to limit impacts on the property and maintain operations through construction. The project also included significant efforts to mitigate wetland and endangered species impacts, as well as a major crossing of the Fox River, all of which required extensive collaboration with state and federal agencies for permitting and environmental signoffs. Overall, the project aimed to significantly improve the sludge management process in the region, funded by the State Revolving Loan Fund.

**Project Dates:** 2013-2023

**Owner’s Contact:** Cameron Colby, Technical Services Director | 847-742-2068 | [ccolby@frwr.com](mailto:ccolby@frwr.com)

**Key Personnel:** Trevor McIntyre, Resident Engineer | Stephen Crede, Resident Engineer | Joe Darlington, Resident Representative | Matt Dunlop, Construction Inspector



Burns & McDonnell served as program manager

## LORD STREET BASIN O2A & COMBINED SEWER SEPARATION

ELGIN, ILLINOIS

The City of Elgin contracted Burns & McDonnell to provide design and construction phases service for a combined sewer separation project in the City's Combined Sewer Basin O2A. This project is part of the City's overall program to comply with its combined sewer system overflow program. As part of the project, a new sanitary sewer interceptor also needed to be constructed to convey sanitary wastewater from Combined Sewer Basin O2A after the completion of the sewer separation.

The project consists of approximately 20,000 linear feet of combined sewer separation ranging in size from 12- to 72 inches in diameter and 5,000 linear feet of new 18-inch sanitary sewer interceptor. In addition, approximately 3,600 linear feet of cured-in-place pipe ranging in size from 8- to 35-inches x 53-inches in diameter are being installed to rehabilitate the existing combined sewer. The City is also replacing approximately 6,600 linear feet of existing water main ranging in size from 4- to 12 inches in diameter to improve water quality, water flow and fire protection. The overall project site encompassed 25 separate streets within the Lord Street Drainage Basin. Approximately 5.5 miles of roadway were rehabilitated with complete replacement of the curb and gutter, sidewalk, driveway aprons and pavement.

The project includes micro-tunneling and guided bore pipe ramming of 30-inch diameter sewer and directional drilling of 18-inch sewer in the project area. These trenchless technology methods are required because segments of the project cannot be open-cut due to existing sewer depths in hilly residential areas with steep grades and to cross beneath state highways and railways.

- » **Project Dates:** 2013-2022
- » **Owner's Contact:** Mike Pubentz, Water Director | 847-931-5958 | pubentz\_m@cityofelgin.org
- » **Key Personnel:** Trevor McIntyre, Resident Engineer | Stephen Crede, Construction Manager | Colin Campbell, Construction Inspector | Matt Dunlop, Resident Engineer

## WWTP CONSOLIDATION PROGRAM

FRANKFORT, ILLINOIS

Burns & McDonnell provided owner's engineering and program management services to the Village of Frankfort for its Wastewater Treatment Plant (WWTP) Consolidation Program. Demolition of the 2 existing WWTPs required constructing 3 pump stations to transfer flow to the expanded Regional WWTP. The pump stations were rated for design average flows of 0.87-MGD, 1.5-MGD and 3.6-MGD, respectively. The pump stations were rated for maximum wet weather flows of 15.34-MGD, 18.58-MGD and 19.4-MGD, respectively. Approximately 4,400 feet of 16-inch diameter force main, 3,700 feet of 24-inch diameter force main, 4,400 feet of 24-inch diameter sanitary sewer and 2,700 feet of 30-inch diameter force main were also constructed to transfer flow from the new pump stations to the expanded Regional WWTP.

The program also involved the expansion of the Regional WWTP from an average day capacity of 3.5-MGD to 4.67-MGD. The expansion included oxidation ditch improvements, new aerobic digesters, a new centrifuge and biosolids handling equipment, dewatered biosolids storage facilities, tertiary filter improvements, ultraviolet disinfection system improvements and other ancillary improvements at the WWTP. Lastly, the program included the construction of two excess flow storage ponds. The ponds are sized to store 5.8 MG and 11.5 MG of wet weather flow storage, respectively. Both ponds were constructed with high-density polyethylene (HDPE) liners and provided with non-potable water wash-down systems. Burns & McDonnell was the program manager and was responsible for overall program coordination, project schedule planning, budget tracking, permit coordination and property acquisition coordination. Burns & McDonnell was also responsible for the review of all design plans prepared by the other engineering firms. Burns & McDonnell also provided construction management services to help oversee the construction of the entire program. Our main responsibilities included overall construction coordination, project schedule tracking, budget tracking and coordination of field changes with the design team and other contractors.

- » **Project Dates:** 2015-2020
- » **Owner's Contact:** Zachary Brown, Director of Utilities | 815-469-2177 | zbrown@vofil.com
- » **Key Personnel:** Joe Darlington, Program Manager | Stephen Crede, Construction Manager | Colin Campbell, Construction Inspector



*Burns & McDonnell served as program manager*

## ANCILLARY SEWER PROGRAM CHICAGO, ILLINOIS

The City of Chicago has undertaken sewer projects throughout the past two decades to replace its aging infrastructure. The Ancillary Sewer Construction Program consisted of 30-40 small projects annually. These projects were divided among three construction contracts for the three regions of the City: North, Central and South. The projects were a mix of construction of cast-in-place sewer connection structures, installation of tumbling basins, installation of water main support structures and/or emergency repairs of collapsed sewer mains.

As the Program Manager, the Burns & McDonnell team is responsible for overseeing the entire program to verify it stays within the annual performance goals for both schedule and budget and provides the necessary construction observation for each project under the program.

The program requires significant collaboration with the Department of Water Management as well as the design consultants, contractors, utilities, other city departments and other governmental agencies impacted by the projects and the public. At peak times, the team has included 10 Burns & McDonnell employees as well as six staff DBE subconsultant firms for a total of 16 personnel on the project.

For each construction location, the Program Management team provides resident engineering and construction inspection services. These responsibilities included inspection of the construction to verify it met City standards, inspection of earth retention systems, inspection of sewer and/or sewer structure installation and proper backfilling, inspection of site restoration, preparing daily reports of the contractor's work, preparation of month pay estimates and preparation of project as-built drawings.

- **Project Dates:** 2019-Present
- **Owner's Contact:** Brendan Schreiber, Chief Engineer of Sewers | 312-742-7226 | brendan.schreiber@cityofchicago.org
- **Key Personnel:** Trevor McIntyre, Program Manager | Arno Kandissounon, Resident Engineer | Matt Dunlop, Resident Engineer | Colin Campbell, Construction Inspector | Ben Werner, Construction Inspector



*Burns & McDonnell served as program manager*

## GRID WATER MAIN REPLACEMENT PROGRAM CHICAGO, ILLINOIS

Burns & McDonnell has a Master Consulting Agreement (MCA) with the City of Chicago's Department of Water Management (CDWM). As a part of the MCA, Burns & McDonnell was contracted to provide construction engineering services to oversee the replacement of existing water main by City of Chicago in-house crews.

On a yearly basis, CDWM uses in-house crews to replace existing water main throughout the City. As a part of this program, the City has broken the entire water main system into grids and focuses on replacing the mains in specific grids annually. The City uses State Revolving Funds (SRF) to cover the costs of this program.

Burns & McDonnell was responsible for coordinating with the City foreman, administration of the City crews, technical aspects of construction and quality of work. Our resident engineer was responsible for the oversight of 2-4 City crews at any point in time.

As the resident engineer for this program, Burns & McDonnell was responsible for reviewing the plans and specifications, ordering all water main materials, obtaining all required permits, coordinating with utilities and local police and fire departments, reviewing traffic control, providing line and grade for water main installation, coordination with residents, business owners, schools and hospitals for shutdowns, sending daily and semi-monthly reports to the City, maintaining all project documentation, providing Conforming to Construction Drawings and project closeout.

- **Project Dates:** 2013-2023
- **Owner's Contact:** Maurice Thrower, Area Civil Engineer | 312-747-3452 | maurice.thrower@gec-group.com
- **Key Personnel:** Trevor McIntyre, Project Manager | Stephen Crede, Construction Manager | Matt Dunlop, Resident Engineer

# FUNDING EXPERIENCE

*Funding opportunities provide long-term financial capability for replacing and maintaining the nation's water resources infrastructure. Burns & McDonnell has assisted clients in securing and administering over \$700 million in funding for water-related projects. From loans to grants, from utilities to municipalities, we remain committed to improving communities like the ones below and fulfilling our firm's founding mission: **make our clients successful.***

Project	Client	State	Year	Type of Funding	Loan or Grant	Funding Amount	Total Cost
<b>WIFIA &amp; CONGRESSIONALLY DIRECTED SPENDING</b>							
NWWF Progressive Design-Build	City of Wichita	KS	2020	WIFIA	Loan	\$280M	\$494.2M
	City of Wichita	KS	2020-2021	SRF	Loan	\$267M	
Alternative Water Source Program	City of Joliet	IL	2015-2023	WIFIA & SRF	Loan	\$50M	\$1B
BNR Study & WIFIA LOI	City of Wichita	KS	2021	WIFIA	Loan	\$181M	\$370M
	City of Wichita	KS	2021	SRF	Loan	\$175M	
Water Main Replacement Program	City of Joliet	IL	2024-ongoing	WIFIA & SRF	Loan	\$600M	\$600M
Reuse Project	Garden City	KS	2022	Congressionally Directed Spending	Grant	\$19.1M	\$19.1M
Clean Water Shreveport	Shreveport	LA	2024-ongoing	WIFIA, SRF, LA Water Sector Program	Loan and Grant	\$100M	\$1.3B
<b>ADDITIONAL SUCCESSFUL APPLICATIONS</b>							
WWTP Consolidation	Village of Frankfort	IL	2016-2020	SRF	Loan	\$55M	\$55M
South Well Field - Iron & Manganese Removal	McPherson BPU	KS	2021	SRF	Loan	\$3M	\$3M
Iron & Manganese Removal	Bonner Springs	KS	2018	SRF	Loan	\$1.8M	\$30M

## THE WIFIA PROCESS

Since its inception, the WIFIA fund has closed 107 loans totaling \$18.3 billion; nearly 60% of those loans were for drinking water infrastructure projects. Additionally, approximately half of those loans are in the \$100-\$500 million range. That's a lot of money – and even more reason to have the right team working hand in hand with you! Given the similar scale of the DPWC's upcoming capital projects, it is imperative that the DPWC's consultant fully understands EPA's needs, requirements and processes. The **four main criteria of EPA's competitive WIFIA process** are:

1. Eligibility
2. Credit worthiness
3. Technical feasibility
4. Meeting the public policy goals of the statute

The Burns & McDonnell team is intimately familiar with these criteria and is ready to assist the DPWC through the WIFIA administration process. We have all necessary resources in-house to support the heavy lift and the experience—both locally and nationally—to successfully administer requirements of various funding programs.

The WIFIA process for DPWC's project will be unique in that it is the Waterlink Communities that will be obtaining the WIFIA loan, one for each community. This presents a challenge as there is required reporting (monthly reports, quarterly reports, labor classification interviews, apprenticeship hours reporting, etc.) that must be completed, and with three separate loans, there will be three times the reporting and documentation required. Add to this the possibility of multiple consulting firms providing the construction engineering services for the seven different contracts, and the potential for conflicting information being provided in the reporting process increases dramatically.

To simplify this process and help eliminate the potential for conflicting information, we recommend that the construction program management firm be made responsible for all WIFIA reporting. This firm can put all the reporting structures in place and provide a protocol to each consulting firm performing construction engineering services. This protocol will lay out when each type of reporting is due, what information they need to provide, when they need to provide it, when to perform interviews, etc. With this protocol in place, we can provide a streamlined approach to the WIFIA aspects of the project.

# CONSTRUCTION MANAGEMENT SOFTWARE PLATFORMS

Using an industry-leading project management platform leverages clear, proven tools that can provide DPWC several benefits:

- Transparent communication
- Consistent documentation
- Timely feedback through web-based applications
- Secure protection that provides 24/7 access to critical project information

## TECHNOLOGY IMPLEMENTATION

Burns & McDonnell has either used or integrated with numerous document management systems through various program management assignments. Some of the platforms we have significant experience with include ProCore, Aconex, Kahua, E-Builder and Oracle Primavera.

We routinely implement and customize document control processes and systems to work with the client's system(s).

If DPWC desires, during the Initiation phase, we can facilitate an evaluation process to consider a variety of commercially available systems that could be used for the program. Following DPWC selection and procurement, we can work in partnership with DPWC to implement a cloud-based solution that meets identified needs.

As part of the Initiation phase, we will establish the Systems, Deliverables and Integration Matrix (SDIM), clearly identifying the systems to be utilized, the functionality each provides and the stakeholders that will interact with those systems. The SDIM will also identify how, if and when those systems will integrate with what datasets and one another. For your program, we believe that you will need, at minimum, the following as part of a comprehensive technology solution to manage the Waterlink program. These systems can be integrated to maximize transparent reporting value, enable effective program management and best serve your needs.

- Procore (or similar) for construction document management and field inspections
- Primavera P6 for schedule management
- ArcGIS Online for geospatial field progress reporting
- PowerBI for KPIs and data visualization via dashboards

## OUR PREFERRED PLATFORM

If time is a critical factor, Burns & McDonnell can readily deploy **Procore**, our preferred industry-leading construction management platform. Our team will use this tool to manage the lifecycle of the project, including engineering documents, construction submittals, RFIs, change orders, meeting minutes, transmittals, field inspection reports, monthly pay applications and design and construction documents.

DPWC will receive access to regular reports, which will be logged in Procore, including daily and weekly reports, as well as schedules, RFIs, change orders, shop drawings, O&M manuals, record drawings, project progress reports and cash flows. Our focus is providing clear, transparent information so you can make decisions based on connected data and insights. DPWC will have access to this system, including real-time project dashboards, reports and action items – via web and mobile devices.













Examples of some of the dashboards and mobile applications we have set up for other programs are presented on the next page.

# EXAMPLE DASHBOARDS



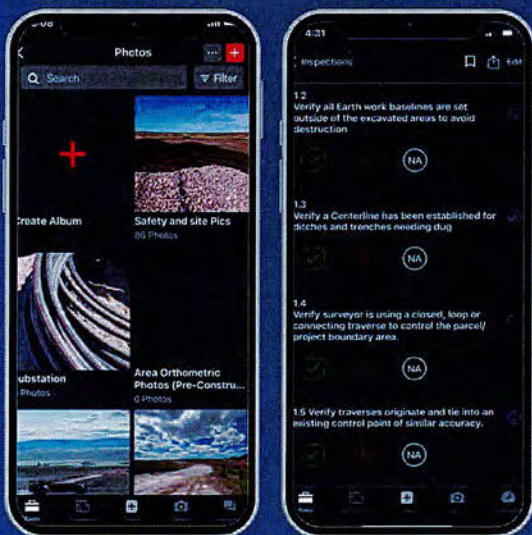
Procore



ArcGIS

Standard Procore dashboards provide quick visibility into construction documentation metrics. ArcGIS Online dashboards can be used to present geospatial information such as field progress tracking, construction crew locations, public complaints and more.

## DATA AT YOUR FINGERTIPS



The Procore Mobility is a mobile application can be used for to access project documents and complete field inspections.

## ROBUST REPORTING



PowerBI can be used to provide robust reporting and tracking tools to keep a close pulse on budget, schedule, risk, program spend, cash flow projections and additional metrics.

# PROJECT UNDERSTANDING

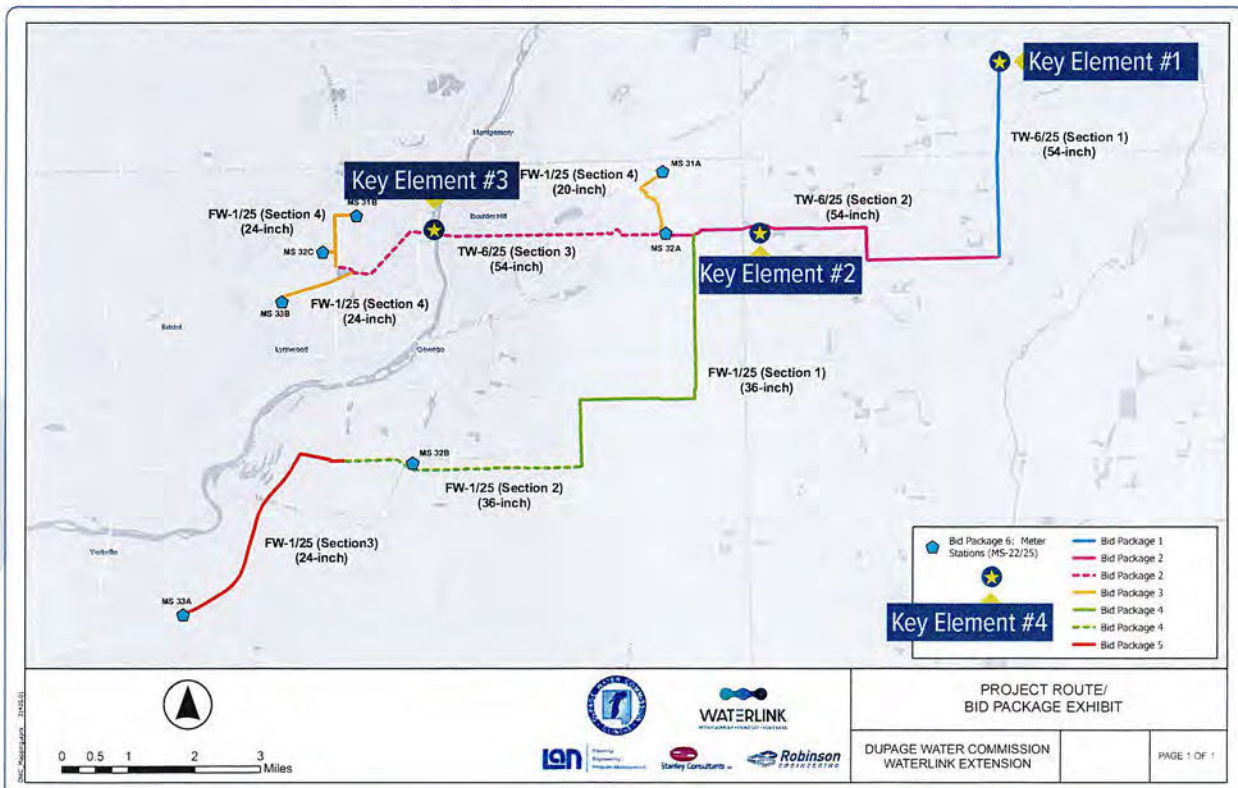
The Waterlink program represents the DuPage Water Commission's (DPWC) effort to provide Lake Michigan drinking water to Montgomery, Oswego and Yorkville communities. The program comprises approximately 32 miles of pipeline ranging from 54-inch to 20-inch diameter that will convey water from DPWC's existing 48-inch diameter transmission main at Book Road and 75th Street to seven delivery structures in the Waterlink communities. Pipeline materials may include Prestressed Concrete Cylinder Pipe (PCCP), Steel Pipe and Ductile Iron Pipe. Construction will include tunneling, river crossings, highway crossings, deep excavation, jack-and-bore, remote-operated valves and impressed and passive cathodic protection services. Significant portions of the project will be within a ComEd right of way (ROW) and may be impacted by wetlands.

The total value of the program is approximately \$300 million. Construction is expected to be delivered through five to seven bid packages associated with pipeline installation and another to address the installation of all meter stations. The first bid package is expected to begin construction in Q2 2025, with construction of all bid packages scheduled for completion in 2027. Funding sources will likely include local funds, Congressionally Directed Spending (CDS) funds and Water Infrastructure Finance and Innovation Act (WIFIA) funds.



# CRITICAL PROJECT ELEMENTS

There are many unique challenges and opportunities associated with the WaterLink program, and Burns & McDonnell is tremendously excited to be DPWC's partner to help effectively manage these opportunities. We have highlighted some key elements that we believe present unique considerations in the figure below. Our approach to addressing critical elements is based on decades of experience delivering other large-scale programs.



### KEY ELEMENT #1 | Connection to DPWC Transmission Main and Construction Along Book Road

We understand that connecting to DPWC's existing transmission main will require a cut-in connection, installation of remote operated values and a deep excavation adjacent to 75th Street, which is a critical transportation corridor for the City of Naperville. The Book Road corridor traverses through the Springbrook Prairie, part of the DuPage County Forest Preserve. These are important areas that will require proactive communications and a high degree of collaboration. This contract is also important as it is scheduled to be the first that will proceed to construction before the remaining contracts do likewise several months later. Maintaining clear expectations about how the contractor will approach construction in this area, specifically associated with traffic control requirements and allowable work hours, will be important for this project to be successful. From a construction engineering standpoint, mobilizing staff to provide adequate coverage will be key, especially if the contractor works longer than normal hours. Our team is prepared to flex our resources as needed to maintain required coverage.

### KEY ELEMENT #2 | ComEd Rights-of-Way

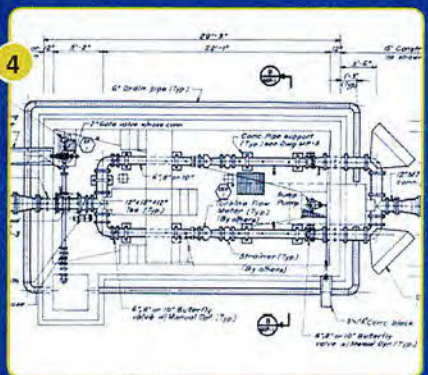
Installation of significant portions of the overall transmission main within ComEd rights-of-way will require compliance with easement requirements following ComEd standards for working adjacent to their facilities and restoration. Clear documentation and communication of ComEd requirements with the contractor will be essential to effectively managing this work. Our construction engineering team will work collaboratively with the contractor(s) and DPWC to review work progress daily, weekly and monthly to confirm that ComEd requirements are being met. This approach provides that necessary adjustments can be made before becoming larger issues. We are prepared to engage the specialized support of Lori Ferry and our environmental team to address unique environmental or restoration requirements, such as wetlands or endangered species, that may need to occur within ComEd rights-of-way.

### KEY ELEMENT #3 | Trenchless Crossings

Crossing the Fox River and other major highways, utilities and railroads are expected to require casing pipes installed via trenchless methods. Our team has significant trenchless experience, including a recent crossing of the Fox River in South Elgin. If necessary, we are prepared to mobilize Mott MacDonald, a nationally recognized trenchless firm, to provide specialized support as needed.

### KEY ELEMENT #4 | Meter Stations/Pressure Adjusting Stations (MS/PAS)

From a technical perspective, construction of the meter stations may be the most complex part of this project due to the wide variety of engineering disciplines, work elements and contractor trades associated with vertical construction. Additionally, based on the project schedule, the meter stations are planned to finish construction and be commissioned months prior to the delivery of water to the communities. Historically, DPWC has experienced some challenges with the construction of MS/PAS. These are critical assets that will require a team experienced in vertical and facility construction to deliver well-constructed facilities. We will leverage Paul St. Aubyn's experience working with DPWC on other transmission main and meter station construction projects to develop a plan for meter station construction focused on mitigating DPWC's concerns and priorities. We are prepared to mobilize various engineering disciplines, such as structural, geotechnical, mechanical and electrical, to support construction observation as required. We will also work collaboratively with DPWC to develop a plan for commissioning and startup that considers actions necessary to account for the passage of time that will occur between when construction is completed, and the delivery of water begins.



# KEY PRIORITIES

We understand that DPWC's key priorities related to this program include the following. Our approach to addressing these items is provided in the Project Approach section on the following pages.

## **DUPAGE WATER COMMISSION KEY PRIORITIES**



COMPLETING THE WORK **ON SCHEDULE, WITHIN BUDGET** AND ACCORDING TO CONTRACT REQUIREMENTS



**ESTABLISHING STANDARDS AND MAINTAINING CONSISTENCY** IN DOCUMENTING, TRACKING AND REPORTING OF CONSTRUCTION ACTIVITIES



PROACTIVELY MANAGING **PROGRAM STAKEHOLDERS AND PUBLIC COMMUNICATIONS**



EFFECTIVELY **ADMINISTERING FEDERAL AND STATE FUNDS** PROVIDED THROUGH MULTIPLE INSTRUMENTS



RESPONSIBLY **MANAGING AND COMMISSIONING** INFRASTRUCTURE THAT WILL BE SUBSTANTIALLY COMPLETED MONTHS PRIOR TO BEING PUT INTO SERVICE AND DELIVERING WATER



MANAGING THE RESOURCES OF DPWC AND CONSULTANT STAFF TO ADEQUATELY **MONITOR AND OBSERVE CONSTRUCTION ACTIVITIES** OCCURRING ON MULTIPLE CONTRACTS OVER A 30+MILE LONG CORRIDOR



**MOBILIZING QUALIFIED STAFF** TO MONITOR AND OBSERVE SPECIALIZED ELEMENTS OF THE WORK, SUCH AS MORE COMPLICATED TRENCHLESS CROSSINGS, METER STATIONS, CATHODIC PROTECTION SYSTEMS AND RESTORATION OF SENSITIVE ENVIRONMENTAL AREAS



COALESCING MULTIPLE CONSTRUCTION ENGINEERING FIRMS TO **WORK COLLABORATIVELY TOGETHER WITHOUT CONTRACTUAL RELATIONSHIPS** BETWEEN THEM

# PROJECT APPROACH

Our integrated program and construction management philosophy is centered on fostering collaboration and synergy among all stakeholders involved in the program. Through a **program management** approach, we employ meticulous planning, tracking and reporting of each distinct contract to prioritize robust oversight of scope, cost and schedule. Simultaneously, our **construction engineering** team will provide inspection and documentation to verify that the infrastructure is installed according to the contract requirements. Our approach is described below.

## OUR PROGRAM MANAGEMENT APPROACH

Collaboration is crucial to the success of this program. As the WaterLink construction program manager, we will report directly to the DPWC Engineering Manager and will establish a kick-off workshop to drive collaboration with the team of design engineers and construction firms. Leveraging our extensive industry experience, we propose an initial effort to define, set up and develop your program tools and processes, followed by a steady-state team to execute through completion.

Figure 2. Program Delivery Phases



**Figure 3. Workshop** | Burns & McDonnell regularly hosts project team workshops throughout the project lifecycle to gather valuable input, foster collaboration and align with client goals. This interactive approach enhances communication, refines project strategies and drives success through mutual understanding and teamwork.

## PROGRAM INITIATION

The Initiation phase establishes alignment and lays a robust foundation among DPWC, Burns & McDonnell and all relevant program stakeholders. This phase focuses on defining, developing, initiating and implementing critical components essential for the program's success. Specifically, a protocol is established for managing programs and projects so there is consistency and DPWC does not see a change in tracking, reporting and execution approach regardless of the project, program manager, engineer or contractor involved. These protocols are usually documented in a Program Management Plan (PgMP). Typical elements of a PgMP are presented to the right.

During Initiation, we will work collaboratively with DPWC to confirm the team needed to successfully deliver the program through closeout and turnover. We will also identify early action activities—such as implementing a Project Management Information System—that need to progress rapidly to enable the program to be managed effectively when construction activity ramps up. **This structured approach confirms that all parties are aligned, well-informed and equipped with the necessary tools and plans to drive the program toward successful execution.**

## PROGRAM IMPLEMENTATION

Protocols established during the Initiation phase are executed during the implementation phase as construction work is underway. Burns & McDonnell can provide the following activities to support overall construction management.

### **Program Cost & Schedule Controls**

Keeping a project on budget and on schedule is always a key objective for any project. For all our programs, we implement a controls-focused management system. By integrating scope, schedule, estimating and execution planning, we create a solid structure that DPWC can use to monitor work progress and make key decisions. Our experience has tuned the use of the appropriate data and the knowledge of the indicative trends so that each project can be controlled and managed to a successful conclusion.

### **Program Schedule and Resource Management**

DPWC needs confidence in scheduling to maintain the critical path, meet your CIP spending expectations and manage team resources and workloads. **Our schedule analysis begins with understanding the project and corresponding cost estimate, which drives the production of the total number of labor hours anticipated to execute a project and the labor hours for discrete activities.** In turn, those labor hours are used to generate durations for construction activities, which helps identify critical path activities and those that can be delivered parallel to the critical path.

*Joe and Stephen will establish a management plan structured around DPWC's vision and expectations.*



**Program foundation:** goals, objectives and priorities

**Program governance:** establish framework for management of program(s) including organizational structure, decision making process, procedures for project execution, meetings, issue resolution, etc.

**Business processes:** establish processes required for efficient delivery

**Program controls:** establish tools and processes for monitoring and updating progress to manage and deliver program on time/on budget

**Performance monitoring and reporting:** establish criteria for reporting throughout delivery; define reports that will be used for program team, DPWC and other stakeholders

**Document controls:** establish templates for program documents and processes and systems for maintaining program information



**Public engagement and communication protocols:** identify critical public engagement initiatives, information needed and criteria for external communications

**Construction management:** establish approach to construction management and oversight

**Utility coordination:** provide contact information for utility owners, procedures for obtaining utility information and expectations for coordination

## Earned Value Management

Our standard approach to project controls implements the use of software to monitor and report appropriate data throughout the program's life cycle, both on a schedule and financial basis. Earned Value Management is a core element of our approach. In cases where we manage project portfolios similar to your program, our team's tight controls at all levels, down to individual projects, result in:

-  Well-informed project management and contractor oversight
-  Value-added reporting
-  Clear view of scope creep to keep the project schedule on track
-  Financial controls tracking occurrences and accounts for negative trends before they can become a larger issue

Primavera P6 is our standard scheduling tool. A Work Breakdown Structure (WBS) will be developed with specific activity codes, activity IDs and descriptions for each item to be tracked. A preliminary schedule template will be provided for contractors to develop their schedules. The master schedule will be updated bi-weekly or monthly based on information received from the contractors. The schedules will be used for future comparison of progress to plan.

### **Change Management**

Early identification of changes in scope, schedule and project costs can make the difference between project success and a series of problems that benefit no one. We will be directly involved with every aspect of your project, tracking the project scope and schedule status. We will assess potential budget and schedule implications to project changes for all projects. **A key component of our change management approach is to confer with DPWC immediately on the impact of any changes and offer approaches to minimize the impacts of those changes, either budget or schedule. This means we look at how the project is progressing, and if a project scope changes or adds to the anticipated level of effort, we can collaboratively evaluate it to minimize the impact on your budgets and schedules as much as feasible.**

### **Program Reporting**

We work hard to seamlessly visualize programmatic data into reports and dashboards that provide actionable outcomes to make sure timely and cost-effective solutions to projects. We will develop dashboards with DPWC leadership seeking input on the visual presentation of the data and verifying all recipients understand both the information and purpose of distribution. This provides intuitive dashboards that aim to minimize both the time required to collect and report the data and the time required to understand the data.

### **Financial Tracking & Projections**

Throughout the program's lifecycle, we will administer the monthly invoicing and progress reporting process. Payment applications will be reviewed for quality and quantity against contractual agreements and project schedules. Simultaneously, we will compile progress reports outlining achievements, challenges and future milestones for stakeholders and project sponsors.

Developing precise cost-loaded schedules is crucial for accurate project forecasting and explaining budget variances. Our established practice merges scheduling with cost forecasting data through a detailed cost breakdown matched to the project schedule via a unique coding system. **This method allows our team to streamline the integration of project budgets with key activities in the schedule to generate a project forecast easily.**

### ***Asset Data Management & GIS Reporting***

We recommend establishing a protocol for contractors to collect GPS coordinates of water main and appurtenances as they are installed. This initiative supports the preparation of record documents following construction. Additionally, syncing GPS data collection with DPWC's GIS allows near-real-time field progress tracking and reporting through web-based dashboards. Our team of REs and CIs will verify that the contractors collect the required data daily as work is performed. Our GIS team will be responsible for taking the GPS points from the contractors and connecting all the linework.

### ***Agency/Stakeholder Collaboration***

With more than 32 miles of transmission main to be installed over the next three years, it will be critical to foster collaboration across the wide variety of regulatory agencies, permitting entities, landowners and other stakeholders. Our strategic approach is to promote understanding and awareness of Waterlink activities through proactive and frequent communications. Our goal is to minimize construction impacts on neighborhoods, businesses and the general public. To support an organized approach, we will develop regulatory and permitting matrices for each construction contract to identify specific requirements for each permit and/or entity, such as setbacks for piping, notification requirements, documentation, etc. **Our construction team has experience with virtually all the regulatory and permitting agencies involved in the Program.**

In addition, addressing public complaints in a timely and professional manner is crucial to the Program's success. Our engineering and inspection team will strive to address all public issues on the same day they are received and, whenever possible, handle them in person. These in-person interactions are key to making people feel that they are being heard and that we take their issues seriously. **Our team will keep a master list of all issues raised by the public, documenting the who, what and where of the issue and the resolution. We will share this information with DPWC on a weekly basis to keep DPWC informed of the interactions we are having across the various projects. We can present these issues in a dashboard format if DPWC desires.**

### Public Engagement and Communications

We regularly help owners present program updates to city councils or stakeholder groups. Depending on your needs, we can prepare updates for your use or can co-present when you need to engage the public or decision-makers. We can also help support the creation of public-facing tools and program resources like websites, annual reports and construction notices. **Check out some examples of materials we've developed for other programs below. Be sure to scan the QR codes for more details!**

Our teams regularly interface with impacted residents, businesses and community members at workshops and open houses (such as this public event in Shreveport, LA). These information sessions give us an opportunity to convey complex data or updates face-to-face and answer questions from those affected by ongoing project work. This is just one example of how we make owners successful and help foster positive relationships between owners and the communities they serve.



### CLEAR, CONCISE COMMUNICATION WITH THE PUBLIC

Examples of project websites we've created to provide consistent communication with the public



Wichita Water Works



Clean Water Shreveport



KC Smart Sewer

### Funding Administration & Compliance Tracking

A key factor for successful loan administration is a well-defined document management plan. Typical construction documentation such as Notice of Award letters, Contract Documents, Performance and Payment Bonds, Notices to Proceed, pay applications and change orders are important pieces of documentation for the SRF and WIFIA loan processes. Our funding administration team will compile these items and other required documentation and submit them to funding agencies. We will also support the development of regular reporting to funding agencies as required.

**Federal Compliance Reporting** | Federal Compliance Reporting is a task that the construction program management team will lead to verify consistent and accurate reporting across all the construction contracts and each of the three WIFIA loans. **Each of the construction engineering teams will play a critical role in this process, as they will be responsible for the following on each construction contract:**

- Work collaboratively with contractors to verify that all required American Iron & Steel certifications have been provided.
- Perform and document quarterly labor force interviews focused on wage rates for each type of labor classification.
- Provide necessary information for monthly and quarterly reports.
- Work collaboratively with contractors to establish apprenticeship hour budgets, complete initial budget forms and track apprenticeship hours on a monthly basis. If necessary, complete and submit apprenticeship waiver request prior to project completion.

The construction engineering team will collaborate with the construction program management team to determine deadlines for all compliance reporting information. This information will be communicated to each construction engineering team, and clear protocols will be established for them to follow.

### ***Constructability/Value Reviews***

As a design-build firm, our team can bring many additional benefits to the DPWC as a part of this program. One of these would be having our dedicated water construction team perform constructability reviews of the drawings and specifications prepared by the design engineering team. These reviews would aim to identify potential issues during the design process that may result in change orders during construction if not addressed before bidding. Additionally, our team can perform value reviews. These reviews look at the design from the standpoint of where changes can be made to the design to decrease the overall project cost while not impacting the overall function of the project.

## **OUR CONSTRUCTION ENGINEERING AND INSPECTION APPROACH**

Burns & McDonnell has assembled a robust and highly scalable team to promptly address your water system improvements with local resources and experience. Using our decade-long relationships and innovative ideas, we are primed to help DPWC verify that all work has been completed according to the plans and specifications while keeping each project on schedule and on budget. Our experience providing similar services on other programs like the City of Chicago's Ancillary Sewer Program, the City of Joliet's Water Main Replacement Program and the City of Shreveport's Clean Water Program will allow us to leverage our extensive experience to deliver successful projects for DPWC.

### **CONSTRUCTION AND PROJECT MANAGEMENT**

Trevor McIntyre will serve as Construction Manager (CM) and oversee each of the construction engineering teams assigned to various construction contracts. He brings over 18 years of experience providing construction engineering and management for water utilities in Northeastern Illinois. Trevor has specifically led water main projects ranging in size from 6-inch- to 90-inch diameter using various pipe materials, including DIP, PVC, PCCP, Steel, HDPE and FPVC. Trevor's experience with large-diameter water transmission mains, mixed with his experience in leading large teams on other programs, makes him the ideal person for this role.

### ***Project Meetings***

Burns & McDonnell will organize and conduct the preconstruction meetings with the contractor, DPWC and other stakeholders for each project. Burns & McDonnell will organize and conduct weekly progress meetings with the Contractor and DPWC. Meeting agendas and minutes will be prepared and made available electronically. We anticipate that there will be multiple construction contracts, each of which will require separate preconstruction meetings. Where multiple construction projects occur simultaneously and/or a single contractor has multiple construction contracts, we will consolidate weekly progress meetings into blocks on specific days to respect DPWC's time.

### ***Program Collaboration***

Collaboration between the construction team, the design team and DPWC staff will be key to delivering a successful program. Our CM will lead this collaboration effort and strive to keep everyone on the same page. With the potential for different contractors and different consultants overseeing said contractors, this collaboration will be critical to the success of each project and the overall program. Specifically, the coordination around tie-in points between the various transmission main contracts and the metering stations will be critical. In addition, our CM will work with the construction program management team to verify that construction engineering teams are following the established protocols for documentation and reporting.

**Trevor, Joe and Stephen have all worked together for almost 15 years. Their experience working together and close proximity to each other will make collaboration with the construction engineering teams easy and provide DPWC with the significant benefit of not having to introduce someone new to the program.**

### ***Team Resource Management***

Managing staffing resources for construction inspection services will be a significant task given the number of contracts and volume of work expected under this program over the next three years. An adequate number of resources will be needed to provide suitable coverage to observe work as it occurs. To demonstrate how important this will be, we have developed a preliminary plan, **as shown in the table on the following page**, to provide the necessary baseline coverage of resident engineers and construction inspectors for the seven anticipated construction contracts during the 2025 calendar year. This staffing plan is adaptive based on the ability to scale up as the number of projects underway increases and then scale down as projects achieve substantial and ultimately final completion in 2027. Additional resources will be required above and beyond this baseline to provide a management structure and oversight, as well as cover specialized work elements for shorter periods of time.

We developed this assuming two full-time field staff, consisting of a resident engineer and an inspector per contract, as a baseline minimum based on our experience in successfully providing similar services for other programs where we can bring best practices to bear for DPWC.

	2025											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Package 1 - Book Road (TW-6-S1)												
Package 2 - 54" (TW-6-S2 & S3)												
Package 4 - 36" (FW-1-S1 & S2)												
Package 5 - 24" (FW-1-S3)												
Package 3 - 16"-24" (FW-1-S4)												
Package 6 - Metering Stations (MS-22)												
<b>Potential Baseline Number of Resident Engineers and Construction Inspectors</b>				2	2	2	4	8	10	12	12	12

*Additionally, certain elements of the program—such as the trenchless, cathodic protection systems, environmental restoration and meter stations—may demand a more specialized skillset and dedicated resources for focused periods as construction is fully underway in 2026 and 2027. Allocating resources between contracts may also be needed if activities ramp up on one particular contract relative to the others. Our consolidated program and construction management approach, led by Joe, Stephen and Trevor, is tailored to provide visibility into upcoming work activities to proactively manage this challenge. Whether the construction engineering services are provided by one or multiple firms across the program, we are prepared to support DPWC with efficiently manage staffing requirements and varying resource needs.*

### CONSTRUCTION ENGINEERING SERVICES

Burns & McDonnell will serve as DPWC's full-time representative for the duration of each construction contract assigned to our construction engineering teams. In this role, we will provide resources to observe and document that all work has been completed in accordance with DPWC, IEPA and WIFIA requirements.

We envision dedicated teams assigned to each construction contract. Reporting to our CM (if selected as the overall Program Manager), we will have one resident engineer (RE) assigned to each construction project. The RE will start each project, and as the contractor mobilizes additional crews to the point where the RE cannot cover all the work, we will add a senior construction inspector to work with each RE. Should additional staff be required, we will pull additional construction inspectors from our pool of inspectors and subconsultants.

Our construction inspectors will be the last to roll onto the projects and the first to roll off as the workload dictates. Our goal is to provide DPWC with the desired level of service while keeping program costs to a minimum. Our construction team is uniquely positioned to manage the staffing needs for DPWC's projects, largely because of our involvement in numerous other ongoing programs where we provide similar services throughout Northeast Illinois. We are able to share resources across all of our programs so that if one project gets delayed, we can shift between assignments to efficiently manage resources and staffing needs.

Team continuity is essential for the success of any project. Team members who have worked together before create higher performing teams as each individual knows what to expect from the others and how they fit into the overall team. The majority of our team has worked together for more than ten years on linear projects and programs in Northeast Illinois. This even extends to our subconsultant partners. We only use teaming partners that we trust, having worked together on other projects and programs. **Our approach to addressing typical construction engineering tasks and activities is provided below.**



**Shop Drawings** // All shop drawings, samples, guarantees, tests and other submittals will be submitted and logged through Procore. Our team will review the contract documents for compliance and distribute the submittals to all team members. Our construction team will verify that no work begins until all items for the task that have not been approved through the shop drawing process are resolved. For specific shop drawings that require design engineer input, we will collaborate with DPWC to get the designer's feedback. We anticipate that our team will be able to handle the majority of the submittal reviews and are committed to turning most around within seven calendar days of receiving the submittal from the contractor(s).



**Requests For Information** // Burns & McDonnell will issue necessary interpretations and clarifications of the contract documents through requests for information (RFI) submitted by the contractor through Procore. Should any of the RFIs be more complicated, our team will collaborate with DPWC to get feedback from the design engineer. We anticipate that our construction team will be able to handle the majority of the RFIs and are committed to turning most around within seven calendar days of receiving the RFI from the contractor(s).



**Change Orders** // Burns & McDonnell will review and analyze contractor claims for differing subsurface and physical conditions and inform DPWC of our determinations. All change orders will be evaluated for overall impact on project budgets, and we will collaborate with the construction program management team to evaluate the impact on the program budget. This will allow our team to make informed recommendations to DPWC regarding change orders while also allowing DPWC to make informed decisions that will impact the program costs.



**Daily / Weekly Reports** // Our entire construction engineering team has been through the Illinois Department of Transportation Documentation of Contract Quantities training course. We use their guidelines on every project as this enables us to provide consistent documentation across all of our projects regardless of the individual working on said project. We have created standard report forms containing fields for the typical information that needs to be recorded daily through Procore. Doing our daily reports in this fashion helps us standardize how we execute our documentation and makes the reports available to the entire project and program team. At the end of each week, our team will provide a weekly report summarizing the work completed that week and detailing the work activities planned for the following week. We will collaborate with the contractor(s) to provide two-week look-ahead schedules that can be included with each weekly report and posted in Procore for each project.



**Red-Lined Drawings** // Our team will work with the contractor(s) to maintain a complete set of red-lined construction drawings on-site. These drawings will be red-lined for work completed and utilities encountered at the end of each day. At the completion of the project, these drawings will be provided to the construction program management team so they can coordinate the completion of the Record Drawings for each project.

Our team has had great success on other programs where we have had the contractor(s) collect GPS coordinates of the pipelines as they are installed. The GPS devices are connected to the Client's GIS system, and points come into the GIS when they are shot in the field. After each day, our GIS team connects all of the survey points. In this fashion, the Client can see in real-time how much work is being completed, but the as-built records are also being created on a daily basis. Typically, we recommend surveying the following items: pipe joints, fittings, valves, hydrants, auxiliary valve boxes, existing utilities, etc.



*Real-Time Updates: Using GPS coordinates of the pipelines and your GIS system, we can show work progress in real-time.*



**Contract Quantities** // Our construction engineering teams track project quantities daily as a standard practice. In addition, we will meet with the contractor's foreman or superintendent to get an agreement on the quantities of work installed that day. This approach offers two key benefits:

- 1) Pay applications can be reviewed and approved more promptly since the quantities for that period have already been established.
- 2) Project closeout is expedited because there are no disputes over final quantities, as these have been agreed upon throughout the project's progression.



**Pay Applications** // Our construction team will review pay applications with the contractor(s) for compliance with the established procedures for submission, noting particularly the relationship of the payment request to the schedule of values and work completed and take appropriate action for disposition. Following this, our team will forward the recommendation to DPWC for processing. Due to the program's size and the number of contracts, we recommend that DPWC require each contractor to submit a cash flow projection for their project. This will allow the construction program management team to integrate it into a comprehensive program-wide cash flow projection that can be updated as new projects commence. All pay applications will be uploaded through Procore.



**Construction Layout** // The various contractors will be responsible for the construction layout on each project. Our construction engineering team will periodically review the layout to verify that the horizontal layout of the water transmission main is in accordance with the approved engineering plans. More importantly, we will verify that the vertical layout matches the engineering plans and the laying schedule for the PCCP transmission main. This is particularly important as each stick of PCCP has been designed for the loading that it will be subjected to based on the engineering drawings. A team that understands the intricacies of installing PCCP pipes will be extremely important to this task.



**Material Testing** // Burns & McDonnell has built a strong partnership with **Michelle Lipinski** and her team at **Rubino Engineering** for over a decade, during which Rubino has provided essential material testing services for our construction projects. This collaboration has resulted in exceptional service for both us and our clients. Our team will work collaboratively with the contractor(s) and Rubino Engineering to arrange for on-site presence as needed for material testing services, including compaction of embankment, Portland cement concrete (flatwork and structural) and hot-mix asphalt. We will review the reports from Rubino Engineering and, when necessary, offer recommendations to DPWC for corrective actions regarding non-compliant work. All material testing reports will be uploaded to Procore.



**Record Drawings** // Our construction engineering teams will submit the red-lined drawings kept during the construction of each project to the construction program management team at the completion of each project. Once the record drawings have been completed for each project, our team will review the record drawings to verify that all the red-lined comments have been accurately reflected. Any deficiencies will be noted and returned to the construction program management team for correction. This second part of the record drawing process can be simplified with the value-added use of the GPS survey discussed in the previous section on Red-Line Drawings.



**Project Closeout** // Our construction engineering team will organize the punch list walk for each project with representatives from both the contractor(s) and DPWC. In addition to visual inspections, these walks will involve checking the operation of all valves and fire hydrants, as well as verifying the correct vertical alignment of all valves. After the walk, our team will create a comprehensive punch list for each project and distribute it to the contractor(s) and DPWC through Procore. Once the contractor notifies us that all remaining work is complete, we will conduct a follow-up site walk to confirm all punch list items have been addressed and that no additional work items have developed during the process. We will inform DPWC when all work is finished, and the project is ready for final payment to the contractor.

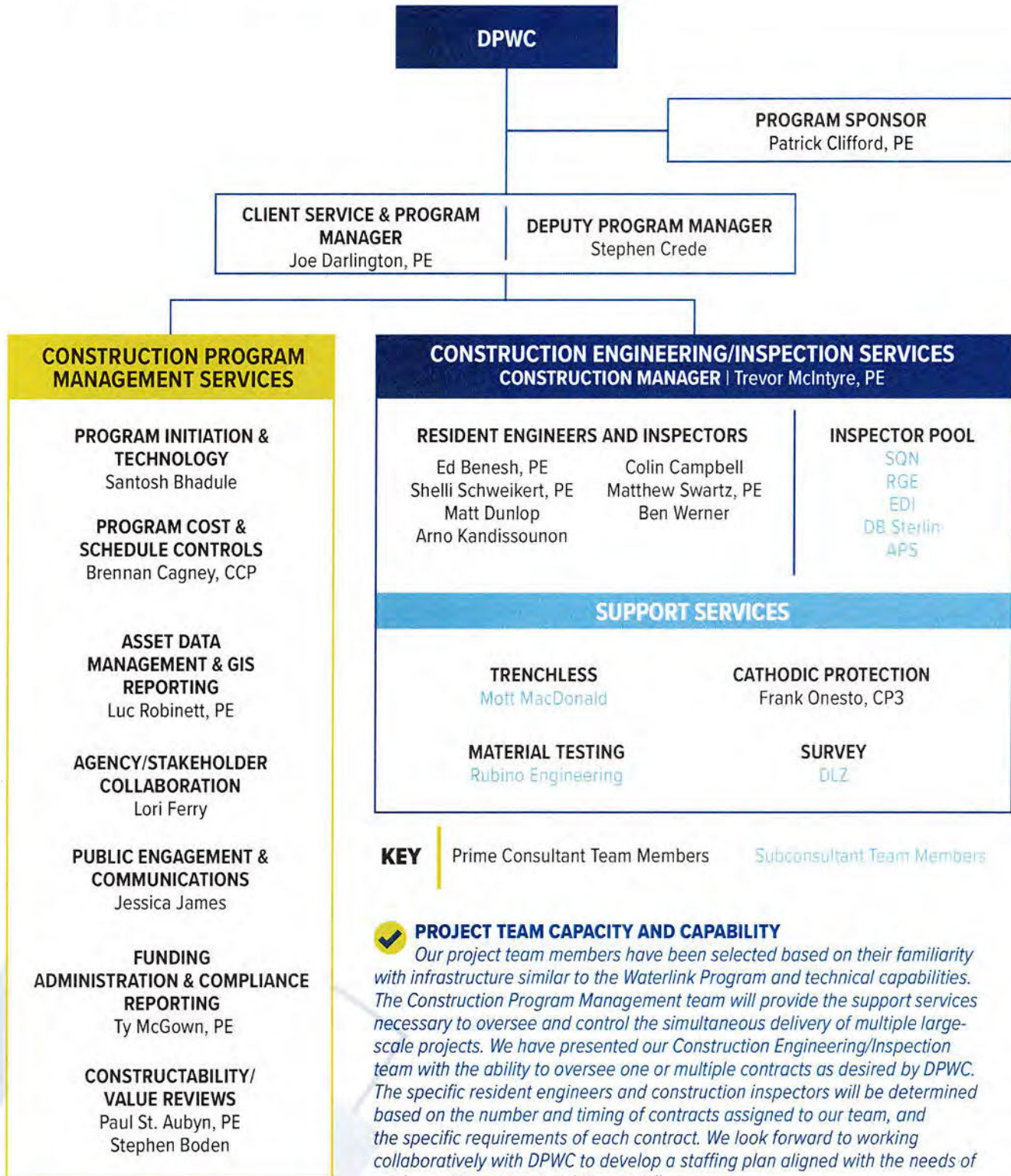


**Correction Period Inspections** // For each project, our construction engineering team will collaborate with DPWC to perform an inspection of each completed project during the warranty period. This will help identify any defects that may have developed, allowing us to communicate these to the responsible contractor and facilitate corrective action before the warranty expires. These inspections will be performed by a team member who was involved in that specific project to maintain continuity. Any warranty issues identified will be communicated to the contractor and DPWC via Procore.

## QUALITY STANDARDS

*Burns & McDonnell has an established quality control program that is implemented on all projects. Joe, Steve and Trevor will be responsible for organizing all aspects of your project's quality control activities, including scheduling the quality control review, assembling review teams, overseeing in-house quality reviews and collaborating with DPWC on your quality control requirements.*

# PROJECT TEAM





# JOE DARLINGTON PE

## CLIENT SERVICE AND PROGRAM MANAGER

### RELEVANT EXPERIENCE:

- **Clean Water Shreveport** | *Shreveport, LA* | Joe was program manager for the City of Shreveport's effort to mitigate sanitary sewer overflows in response to a federal Consent Decree issued by the USEPA and Department of Justice. He led the delivery of the City's annual capital program, which totaled approximately 20 projects and \$50 million annually. Joe was also responsible for planning the overall program design and construction sequencing, scheduling and budget tracking, as well as meeting the City's goals for its \$1.3 billion program.
- **Alternative Water Supply Program** | *Illinois, IL* | Joe is serving as owner's advisor responsible for meeting the City's goals and coordination between the City, Program Team and independent review team. He is managing and directing a diverse team of approximately 12 staff in performance of independent technical reviews and quarterly program evaluations. Joe participates in program meetings to provide strategic input for all aspects of program implementation including project/program development, project sequencing, scheduling/ budget development, tracking and reporting and program funding. He presents summaries of program evaluations to City and regional water commission working groups including, City Mayors, Managers and Council members.
- **NSMJAWA Move-Illinois Construction Support** | *Illinois, IL* | Joe served as project engineer supporting Northwest Suburban Municipal Joint Action Water Agency (NSMJAWA) with conflicts related to roadway expansion projects proposed by agencies such as the Illinois Department of Transportation (IDOT) and the Illinois Tollway. NSMJAWA's system is rated to deliver 98-MGD through 58 miles of transmission main ranging from 90- to 16-inch in diameter. Responsibilities include reviewing agency design plans for potential impacts to the transmission mains and providing mitigation strategies including protection with concrete slabs, installation of new casing pipes, or relocation of the transmission main. Responsible also included water modeling of the transmission main system to discover potential impacts on system pressures resulting from water main relocations.
- **Wastewater Treatment Plant Consolidation Program** | *Frankfort, IL* | Joe was program manager for the Village of Frankfort's \$60 million effort to consolidate wastewater treatment by closing two existing WWTPs and expanding a third regional WWTP. The project includes expansion of the Regional WWTP, abandonment of the North and West WWTPs and construction of three pump stations and several miles of force mains and sanitary sewers to convey flows from the now-abandoned plants to the expanded wastewater treatment plant. Joe was responsible for planning overall program design and construction sequencing, scheduling, budget tracking, design reviews, coordination between design and construction entities, permitting and regulatory coordination, resolution of design and construction issues.

### ABOUT JOE

Joe is a program manager with 14 years of experience delivering water solutions for utility clients – including developing, implementing and managing capital and utility programs. His skills include planning, identification, evaluation, definition, selection, development and delivery of wastewater and water projects. Joe recently managed a program team delivering a total portfolio of more than \$2 billion in water/wastewater projects in Louisiana. He is currently serving as Owner's Advisor on a \$1.5 billion Alternative Water Supply Program in the Midwest that includes more than 50 miles of large-diameter water transmission main and three deep rock tunnel installations.

### QUALIFICATIONS

**Years of Experience:** 14

**Education:** BS, Civil Engineering

**Registrations:** Professional Engineer (IL, IN, LA)



# COLIN CAMPBELL

## CONSTRUCTION ENGINEERING STAFF

### RELEVANT EXPERIENCE:

- **Water Main Replacement Program** | [Water Main Replacement Program](#) | Colin serves as senior inspector for the City of Joliet's Water Main Replacement Program and Phase 4 Lead Service Line Replacement contract. Burns & McDonnell is providing construction engineering services for the City of Joliet's 2024 Water Main Replacement Program and Phase 4 Lead Service Line Replacement contract. The project includes approximately 30 miles of water main ranging from 6- to 16 inches in diameter per year through 2030. The scope of services includes construction observation and documentation, project controls, construction layout, public relations, GIS support and IEPA SFR Loan Documentation.
- **Ancillary Sewer Program** | [Chicago](#) | For this project, Colin serves as a senior construction inspector tasked with management of various contracts throughout the north, central and southside of the City of Chicago. Colin's tasks include documentation of contract activities, monitoring contractual specifications and coordinating with utilities companies to relocate facilities.
- **NSMJAWA Move-Illinois Construction Support** | [Illinois Tollway](#) | Colin serves as a resident engineer supporting the NSMJAWA with construction support related to the Illinois Tollway Move-Illinois project along I-90 from I-294 to Beverly Road. The NSMJAWA transmission main, totaling approximately 16 miles, ranging from 90- to 16 inches in diameter, is located within the Tollway right-of-way. As part of the Move-Illinois project, the Tollway is adding a lane of travel in each direction, as well as adding and making improvements to retaining walls, noise walls, drainage and other roadway appurtenances facilitating the relocation of the water main. Colin is responsible for providing construction oversight of Tollway contractors and Utility Companies verifying the protection of the NSMJAWA transmission main. He is also serving as the NSMJAWA representative, providing oversight throughout the relocation of approximately 8 miles of the transmission main, including shop drawing review and field observation.
- **Clean Water Shreveport Program** | [Shreveport](#) | Colin served as the construction manager tasked with management of the Clean Water Shreveport Critical Infrastructure Construction Projects. Colin managed projects from inception to completion, including initial design review, contractor submittal review, contract administration, construction field coordination and contract close out. He managed Resident Inspection Staff and interfaced with City Staff to facilitate project success. He also hosted weekly meetings with City Staff Inspectors and Program Resident Inspectors on required construction specifications, as well as investigated and resolved existing constituent issues related to previous Phase 1 and 2 Consent Decree Construction Projects.

### ABOUT COLIN

Colin is actively involved with all aspects of resident engineering and construction phase services on major construction projects. His experience includes the performance of field inspection and testing of water main, concrete, soils, asphalt and exterior facades on major construction projects.

### QUALIFICATIONS

**Years of Experience:** 28

**Education:** BS, Geography



# MATT DUNLOP

## CONSTRUCTION ENGINEERING STAFF

### RELEVANT EXPERIENCE:

- » **Joliet Water Main Program** | Joliet, IL | Matt is serving as a resident engineer for construction engineering services for approximately 30 miles of water main ranging from 6- to 16 inches in diameter per year through 2030. The scope of services includes construction observation and documentation, project controls, construction layout, public relations, GIS support and IEPA SFR Loan Documentation.
- » **Ancillary Sewer Program** | Chicago, IL | Matt served as a resident engineer. The work generally includes making connections to the City's arterial sewer mains with cast-in-place structures or manholes and installation of new sewer pipe to residential street right-of-way, at which point City of Chicago In-House Sewer crews continue sewer installation on the residential streets. Associated work includes the installation of tumbling basins, water main support structures, catch basins, drain connections and restoration. Responsibilities include managing the day-to-day activities of multiple projects and the various inspectors on each project, assisting the contractor with utility coordination, coordination with City departments and Alderman offices, preparation of monthly contractor pay estimates and addressing concerns of residents and businesses.
- » **Sludge Transfer Main River Crossing** | Evanston, IL | Matt served as a resident engineer for the installation of 160 feet of 8-inch HDPE sludge force main within 24-inch welded steel casing via open cut beneath the Fox River. This project completed the final phase of the sludge transfer main, which allows the District to pump sludge from two separate water reclamation facilities to the primary water reclamation facility for treatment. This project included installation of a temporary cofferdam and well point dewatering system to facilitate the open cut installation as well as connection to the previously installed force main inside the water reclamation facility.
- » **West Pressure Zone Connectivity** | Evanston, IL | Matt worked as a construction inspector on the design of new water transmission mains connecting various locations in the City's West Pressure Zone. He worked on the installation of 5,700 linear ft. of 24-inch diameter ductile iron water transmission main along Coombs Road and U.S. Route 20. Matt's responsibilities also included inspection and documentation of the contractor's work.
- » **Isabella Combined Relief Sewer** | Mount Prospect, IL | Matt served as a field engineer for the separation of approximately 15,000 ft. of combined sewer in the Isabella Street area via the installation of a relief sewer ranging in size from 12- to 96 inch. For this project, Matt's responsibilities included providing inspection and documentation of the contractor's work. The project required coordination with the Village, additional inspectors, various utility companies, local residents, local businesses, PACE and MWRD.

### ABOUT MATT

Matt has experience in various aspects of both design and construction of water-related projects. His educational background provided him with the knowledge needed to design various project types, including collection, treatment, transmission and distribution. He has experience with water main, storm sewer, sanitary sewer and force main systems projects. Matt holds the interpersonal skills required to communicate and coordinate effectively with the contractor, the residents and the owner. He has the IDOT Documentation Certification necessary to work as an inspector for IDOT projects.

### QUALIFICATIONS

**Years of Experience:** 9

**Education:** BS, Civil Engineering; BS, Engineering Physics



# ARNO KANDISSOUNON

## CONSTRUCTION ENGINEERING STAFF

### RELEVANT EXPERIENCE:

- » **Northwest Interconnect** | Mount Prospect, IL | Arno served as a resident engineer. Burns & McDonnell is providing engineering services for a new 30-inch transmission main interconnection between three water agencies to reduce a city's reliance on its backup groundwater wells: the Village of Mount Prospect, the Northwest Water Commission and the Northwest Suburban Municipal Joint Action Water Agency. The project includes approximately 1,300 linear feet of 30-inch diameter ductile iron pipe water main, a new meter and a control valve vault.
- » **Joliet Water Main Program** | Joliet, IL | Arno is serving as a resident engineer for construction engineering services for approximately 30 miles of water main ranging from 6- to 16 inches in diameter per year through 2030. The scope of services includes construction observation and documentation, project controls, construction layout, public relations, GIS support and IEPA SFR Loan Documentation.
- » **Ancillary Sewer Program** | Chicago, IL | Arno served as a resident engineer on the City's Ancillary Sewer Construction Program. The program consisted of sewer improvements across three construction contracts in Chicago, which covered the North, Central and South regions of the City. The work included replacing existing sewer pipe and structures with larger ones to increase capacity and replace the City's aging infrastructure. This involved extensive coordination with City in-house sewer crews, communication with underground utilities and CTA transit routes.
- » **Lord Street Basin Combined Sewer System** | Evanston, IL | Arno served as a resident engineer for the design and construction of approximately 17,000 LF of storm sewer in the Lord Street neighborhood for the entire construction project. Established and maintained lines of communication, authority and procedures for coordination among the City, director, design engineer and contractors as needed to carry out the project requirements. Monitored the contractor's work to confirm adequate quality control of the construction work and compliance with the design drawings, specifications and other required regulations.
- » **Move Illinois** | DuPage County, IL | Arno served as a resident engineer for replacement of the Northwest Suburban Municipal Joint Action Water Agency (NSMJAWA) cathodic protection system along the I-90 tollway corridor as part of the "Move Illinois" project. Documented construction activities for the installation of the Agency's new cathodic protection system, which included replacement of the systems that were previously damaged. Acted as the Agency's representative to mitigate construction impacts and bring to the attention of the Tollway and its resident engineer measures that are not being taken or need to be taken to protect the Agency's facilities.

### ABOUT ARNO

Arno's experience includes design and construction for water main and sewer projects. Arno has worked in construction management, inspection, documentation, survey and construction staking on various large-scale water programs in Northeast Illinois.

### QUALIFICATIONS

**Years of Experience:** 6

**Education:** MS, Civil & Environmental Engineering; BS, Civil & Environmental Engineering



# ED BENESH PE

## CONSTRUCTION ENGINEERING STAFF

### RELEVANT EXPERIENCE:

#### ABOUT ED

Ed is a Senior Project Manager with experience in design and construction for watermain, bridge and roadway projects. His experience includes watermain, storm sewer, roadway and bridge rehabilitation and construction. Ed has worked in construction management, inspection, documentation, survey and construction staking on various IDOT, Illinois Tollway, CDOT, Chicago Department of Water Management and Metra projects.

#### QUALIFICATIONS

**Years of Experience:** 20

**Education:** BS, Civil Engineering

**Registrations:** Professional Engineer (IL)

- **Joliet Water Main Program** | Joliet, IL | Ed is serving as a resident engineer for construction engineering services for approximately 30 miles of water main ranging from 6- to 16 inches in diameter per year through 2030. The scope of services includes construction observation and documentation, project controls, construction layout, public relations, GIS support and IEPA SFR Loan Documentation.
- **ComEd Engineering Quality Assurance** | Joliet, IL | Ed was the construction inspector for civil and structural improvements at substations throughout Northern Illinois. Project includes inspection of foundation elements and observing construction to determine whether the work generally conforms to the plans, specifications and approved submittals. Ed inspected a variety of construction activities, including spread footings, drilled shaft foundations, subgrade preparation, storm sewer, water main and vertical construction of ComEd facilities.
- **Downtown Oak Park Water Main & Sewer Improvements** | Oak Park, IL | Ed was project manager for Phase III of the downtown Oak Park water and sewer main improvement project. Improvements include augering and encasing 99 feet of combined sewer and water main under the Union Pacific viaduct, replacement of approximately 1,550 feet of sewer and water main, 750 feet of sewer lining, trenchless spot repairs, roadway restoration, ADA replacement and parkway beautification. Extensive public outreach, utility coordination and construction staging were implemented to limit the impacts to this urban site located next to the train station, high rises and downtown Oak Park.
- **Ancillary Sewer Program** | Chicago, IL | Ed served as resident engineer for a sewer improvement program divided into three sections, each with its own contractor and contract documents. Work consists of emergency projects delivered as design-build and projects completed in conjunction with City forces. Improvements include the installation of combined sewers and modification of existing connection structures, sewer structures, drain connections and water mains. Ed managed up to eight inspectors for construction oversight of two thirds of this program. His duties included plan review, utility coordination and public outreach.
- **Water & Sewer Improvements** | Chicago, IL | Ed served as resident engineer providing Phase III services for work on various residential streets. Scope of work included installation of watermain, storm and sanitary sewer installation and sanitary sewer point repairs and incidental construction. Ed served as the Village's liaison to provide daily communication and coordination with residents and the Metropolitan Water Reclamation District of Great Chicago.



# SHELLI SCHWEICKERT PE

## CONSTRUCTION ENGINEERING STAFF

### RELEVANT EXPERIENCE:

- **Joliet Water Main Program** | **CONSTRUCTION ENGINEERING STAFF** | Shelli is serving as a resident engineer for construction engineering services for approximately 30 miles of water main ranging from 6- to 16 inches in diameter per year through 2030. The scope of services includes construction observation and documentation, project controls, construction layout, public relations, GIS support and IEPA SFR Loan Documentation.
- **West Jane Addams (I-90) Reconstruction** | **CONSTRUCTION ENGINEERING STAFF** | Shelli served as resident engineer. Burns & McDonnell served as the corridor construction manager for reconstruction and widening of the Jane Addams Memorial Tollway (I-90) from I-39 to Route 25. The Illinois Tollway divided this 39-mile corridor into more than 40 individual contracts to be constructed over 3 years. Services included utility relocation coordination, schedule and budget monitoring and coordination with adjoining projects. The firm also served as construction manager for 8 miles of the corridor from the Elgin Toll Plaza to Illinois Route 47. Duties included daily site inspection, tracking of quantities, schedule oversight and full Tollway documentation procedures and tracking in Proliance and E-Builder. Shelli was responsible for a team of 15 engineers and technicians, including personnel from five WBE/DBE firms. She served as a liaison between the Illinois Tollway, the contractor, design engineers and local municipalities and residents. She worked with these groups to resolve issues regarding schedule, project budget, field design changes and impact to local communities.
- **I-294 Reconstruction and widening, 95th Street to LaGrange Road** | **CONSTRUCTION ENGINEERING STAFF** | Shelli served as project manager. This multi-faceted construction project includes the reconstruction and widening of mainline pavement, as well as significant drainage and detention improvements, utility relocation coordination, earthwork including large profile adjustments, erosion and sediment control, five proposed retaining walls, six plan designed noise abatement walls, replacement of the 87th Street and Roberts Road bridges, installation of a new ramp from WB Archer to NB I-294 with construction of an IPDC building alongside the all-electronic toll structure, new roadway lighting, ITS elements and roadway safety appurtenances.
- **I-88 Reagan Tollway Rehabilitation - Annie Glidden Road to IL 56** | **CONSTRUCTION ENGINEERING STAFF** | Shelli served as project manager. This 21.9-mile rehabilitation project includes mill and overlay of all four mainline lanes and reconstruction of the median and outside shoulders, median turnarounds and IL-56 ramp pavement. It entails work on eight mainline bridges, 13 crossroad bridges and nine mainline box culverts, as well as lighting upgrades at the interchanges. Construction on the mainline bridges includes substructure repairs, deck patching and latex overlay at the Blackberry Creek Bridges.

### ABOUT SHELLI

Shelli specializes in the construction management of transportation, infrastructure and public works projects. Her experience includes infrastructure construction management and residential project management. She works closely with the client and contractor to ensure that schedules are met, design changes and change orders are executed promptly and construction is completed in accordance with contract specifications.

### QUALIFICATIONS

**Years of Experience:** 21

**Education:** BS, Civil Engineering

**Registrations:** Professional Engineer (IL)

# ADDITIONAL PROJECT TEAM MEMBERS

Our construction engineering team is strengthened by a diverse group of skilled professionals, each offering unique backgrounds and experiences. Below is a brief overview of our additional team members, highlighting their qualifications and roles essential to the program's success. Together, we are committed to delivering a successful program for DPWC.



**Patrick Clifford, PE | Program Sponsor** | Patrick will be responsible for assisting the program manager and DPWC staff in the development and implementation of organizational and operational strategies. Patrick brings his organizational management experience to DPWC, having overseen multiple large programs throughout the country.

**Years of Experience** | 27  
**Education** | BS, Electrical Engineering  
**Registrations** | Professional Engineer (IL)

### PROJECT EXPERIENCE

- **Ancillary Sewer Program** | [Chicago](#) | Principal-In-Charge
- **Clean Water Shreveport Program** | [Shreveport, LA](#) | Program Executive
- **Alternative Water Source Program** | [Atlanta](#) | Program Executive



**Matthew Swartz, PE | Construction Engineering Staff** | Matthew is an environmental engineer with experience in construction oversight for water utilities throughout the Midwest US. Matthew has experience working on construction management and inspection teams, and has successfully resolved conflicts that were discovered in the field. Matthew communicates effectively with the contractor, residents and the owner to support the successful delivery of major projects.

**Years of Experience** | 8  
**Education** | BS, Civil Engineering  
**Registrations** | Professional Engineer (OH)

### PROJECT EXPERIENCE

- **Joliet Water Main Program** | [Joliet, IL](#) | Inspector
- **\$500M NWWF Progressive Design-Build** | [Chicago](#) | Inspector
- **Emergency Water Supply Interconnect** | [Chicago](#) | Inspector



**Ben Werner | Construction Engineering Staff** | Ben is an assistant civil engineer who assists wastewater, stormwater and drinking water clients in the Chicagoland area in managing construction of their respective projects to provide suitable water services to the communities. Projects included new sewer installation, new water main installation, road resurfacing and erosion control. Ben's primary role as an inspector and resident engineer includes managing the scheduling of projects, inspecting/tracking construction work and working with all active parties to solve unexpected changes to plans due to field conditions. Ben has experience performing inspection for the Bonnie Brae Forest Manor Sanitary District Water Main Replacement Projects, the Joliet Water Main Replacement Program and the City of Chicago Ancillary Sewer Program.

**Years of Experience** | 1  
**Education** | BS, Civil Engineering  
**Registrations** | N/A

### PROJECT EXPERIENCE

- **Joliet Water Main Program** | [Joliet, IL](#) | Inspector
- **Ancillary Sewer Program** | [Chicago](#) | Inspector
- **Water Main Replacement Program** | [Chicago](#) | Inspector



**Santosh Bhadule** | **Program Initiation & Technology** | Santosh is a technical specialist with Esri's ArcGIS Platform, IoT(Internet of Things) Real-time monitoring, Asset Health, Enterprise Asset Management systems and Data Analytics. He has experience managing, developing and implementing enterprise-level systems for clients across various industries. He recently worked on a \$4.5B Sewer program where he was responsible for leading program technology and implementation to provide project managers and contract admins insights into their projects to allow for reporting at contract, project and program levels. This involved integrations with multiple enterprise systems like Primavera P6 for schedule data, PeopleSoft for financial data and ESRI ArcGIS for location-based data.

**Years of Experience** | 27  
**Education** | BS, Computer Engineering  
**Registrations** | PI System Infrastructure Specialist

**PROJECT EXPERIENCE**

- Kansas City Smart Sewer Program** | Senior Solutions Architect
- Cityworks PLL Implementation** | Technical Lead
- Cartegraph Data Migration to CityWorks** | Technical Lead



**Brennan Cagney, CCP** | **Program Cost & Schedule Controls** | Brennan has significant project controls experience in cost engineering, scheduling, earned value management, risk management and claims analysis. The vast majority of his career has been dedicated to supporting major projects in a consulting or staff augmentation role on the owner's team, including supporting a regulated utilities' major projects group. Brennan has published, presented and provided training on project controls and project management topics.

**Years of Experience** | 19  
**Education** | BS, Mechanical Engineering  
**Registrations** | Certified Cost Professional (CCP)

**PROJECT EXPERIENCE**

- Firewater System EPC** | Project Controls Manager
- Bluff Creek & Ixonia LNG Facility EPC** | Project Controls Manager
- \$920M Major Utility Projects** | Project Cost Engineer



**Lori Ferry** | **Agency/Stakeholder Collaboration** | Lori is a department manager at Burns & McDonnell, managing a team that handles the execution of natural and cultural resource projects, field studies, permitting, agency coordination and project management. Lori specifically has experience specializing in energy permitting projects, including leading complex, multi-state linear projects. She has extensive experience managing and coordinating environmental components of linear construction projects and experience with Federal Energy Regulatory Commission (FERC) filings, utility commissions, U.S. Army Corps of Engineers (USACE) permitting, U.S. Fish and Wildlife Service (USFWS) consultations and state and local environmental permitting.

**Years of Experience** | 21  
**Education** | MS, Natural Resources & Environmental Science; BS, Natural Resources & Environmental Science  
**Registrations** | N/A

**PROJECT EXPERIENCE**

- 65-Mile Natural Gas Pipeline** | Environmental lead
- Traverse City Alpena Reinforcement – 23 miles of 12-inch Natural Gas Transmission Pipeline** | Environmental Project Manager
- 15-mile Natural Gas Pipeline** | Environmental Project Manager



**Jessica James** | **Public Engagement & Communications** | Jessica develops strategies that help clients communicate their vision and secure support for their programs and projects, including interfacing with the public and press organizations; planning and generating social media and website content; creating project team presentations; planning, hosting and executing special project-related events; and supporting contractor and DBE outreach programs and events. Jessica has led our public engagement on large programs across the country, including Shreveport, LA and Kansas City, MO. She will work with our team and DPWC to develop a public engagement plan that will meet the DPWC's needs and can be easily adapted as the Program changes.

**Years of Experience** | 18  
**Education** | MS, Journalism & Marketing Communication; BS, Organizational Leadership  
**Registrations** | N/A

**PROJECT EXPERIENCE**

- Homewood Water Delivery Progressive Design-Build** | Public Engagement and Communications
- \$500M NWWF Progressive Design-Build** | Public Engagement and Communications
- Kansas City Smart Sewer Program** | Public Engagement and Communications



**Ty McGown, PE | Funding Administration & Compliance Reporting**

Ty is a chemical engineer for Burns & McDonnell. In this role, Ty provides water and wastewater treatment services to numerous organizations in multiple municipalities and industries. He has extensive experience in long-term planning, conditions assessments, design-build construction, operations and capital projects, including chemical feed, membrane treatment, conventional treatment and advanced oxidation processes. As project manager for the initial phase of the Northwest Water Treatment Facility (NWWTF), Ty led teams to develop a conceptual design of the facility and generate preliminary technical documents, including a Letter of Interest (LOI) for federal project funding.



**Paul St. Aubyn, PE | Constructability/Value Engineering**

Paul has 16 years of design, construction and project management experience, with numerous projects for the DuPage Water Commission. He was the deputy project manager for the planning, design and construction of the Karegnondi Water Authority (KWA) drinking water system, which included an intake in Lake Huron, approximately 68 miles of transmission main (66-inch diameter, 60-inch diameter and 36-inch diameter), pumping stations, reservoirs and water treatment plant. One of Paul's roles was to review construction change orders and provide cost analyses for numerous pipeline contracts.



**Stephen Boden | Constructability/Value Engineering**

Stephen's responsibilities include team project management on design-build projects, project oversight, maintenance of budgets and schedules, development of cost estimates, equipment procurement, subcontractor coordination and health and safety programs. He has experience in traditional design-bid-build project delivery methods, as well as design-build and other alternative delivery mechanisms.



**Frank Onesto, CP3 | Cathodic Protection**

Frank has 10 years of experience specializing in corrosion control and integrity. He is skilled in designing cathodic protection and AC mitigation systems, as well as field surveys and inspections to assess pipeline integrity, stray current interference and cathodic protection system effectiveness. He has completed over 200 AC mitigation projects using SES Right-of-Way Pro software. Frank is a NACE-certified Cathodic Protection Technologist (CP3) and has extensive experience with distributed and remote galvanic/impressed current systems for buried pipelines and storage tanks. His experience includes stray DC current investigations, electrical isolation analysis and corrosion rate assessments.

**Years of Experience** | 17

**Education** | MS, Chemical Engineering; BS, Chemical Engineering

**Registrations** | Professional Engineer (AR, KS, OK)

**PROJECT EXPERIENCE**

- Wichita BOR Funding | Project Manager
- \$500M NWWF Progressive Design-Build | Designer of Record
- New West End WTP & Transmission Main Design | Design Advisor/Support

**Years of Experience** | 16

**Education** | BS, Civil and Environmental Engineering; BS, Liberal Arts Engineering

**Registrations** | Professional Engineer (IL, MI)

**PROJECT EXPERIENCE**

- Emergency Water Supply Interconnect | Project Manager
- TW-3/17 West Transmission Main to Bartlett (DPWC) | Deputy Project Manager and Lead Project Engineer
- BTM-1/20 (DPWC) | Project Manager and Lead Engineer
- Alternative Water Source Program | Assistant Project Manager

**Years of Experience** | 23

**Education** | BS, Business Administration

**Registrations** | N/A

**PROJECT EXPERIENCE**

- Homewood Water Delivery Progressive Design-Build | Design-Build Manager
- Emergency Water Supply Interconnect | Constructability Reviews
- \$175M Delta Water Supply Project\* | Construction Manager

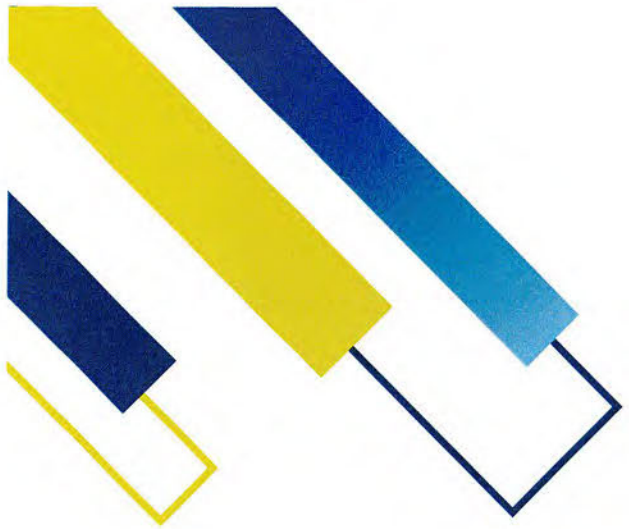
**Years of Experience** | 10

**Education** | BS, Mechanical Engineering

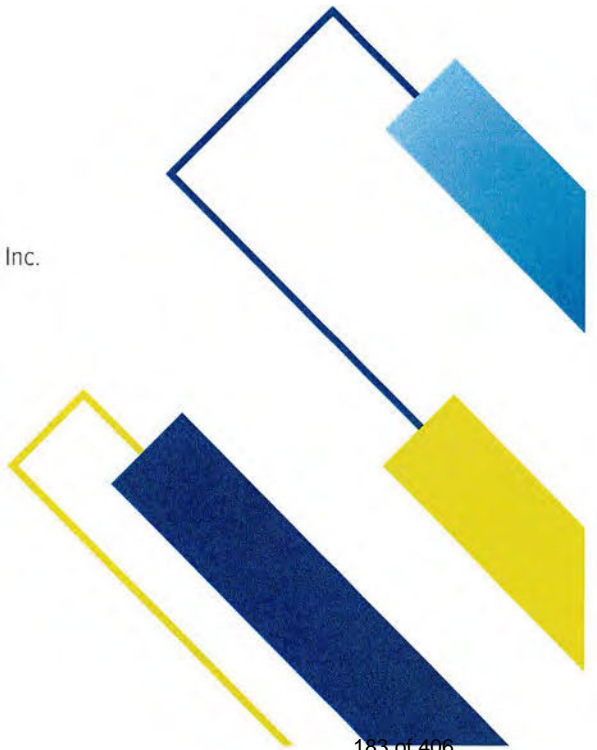
**Registrations** | CP3

**PROJECT EXPERIENCE**

- Emergency Water Supply Interconnect | Cathodic Protection
- Condition Assessment | Cathodic Protection
- Cathodic Protection Support Services (Non-Tollway) | Cathodic Protection
- Corrosion Leak Study – Phase 1 | Cathodic Protection
- Phase 1A Soil Corrosivity Study | Cathodic Protection



Burns & McDonnell Engineering Company, Inc.  
1431 Opus Place, Suite 400  
Downers Grove, IL 60515



# DUPAGE WATER COMMISSION

## WATERLINK PROGRAM MANAGEMENT AND CONSTRUCTION ENGINEERING FOR TW-6/25 – SECTION 3 SCOPE OF SERVICES (Updated June 10, 2025)

Consultant: Burns & McDonnell Engineering Company, Inc.  
Commission: DuPage Water Commission  
Project: WaterLink Program  
Contract Period: Task Series 1000 – May 1, 2025 to April 30, 2026  
Task Series 2000 – May 1, 2025 to April 30, 2026  
Task Series 4000 – November 3, 2025 to November 3, 2027

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## General

The DuPage Water Commission (Commission) is a unit of local government existing and operating under the State of Illinois Water Commission Act of 1985. The Commission is responsible for the financing, construction, acquisition, and operation of a water system to provide Lake Michigan water supply to municipal and private-utility customers in DuPage, Cook, and Will counties. The DuPage Water Commission currently provides water to 30 entities. In 2022, legislation was amended to permit the DuPage Water Commission to extend service to additional areas in Kendall and Kane counties. This legislation was the result of the 2021 selection of the DuPage Water Commission as the preferred source of Lake Michigan water to the municipalities of Montgomery, Oswego, and Yorkville, also known as the “WaterLink Communities”.

The Commission intends to provide Lake Michigan drinking water to the WaterLink Communities through a singular point of connection to the Commission’s existing 48-inch diameter transmission main at Book Road and 75th Street in Naperville via a transmission main and network of smaller diameter distribution mains. A total of seven delivery structures (three for Oswego, two for Montgomery and two for Yorkville) will be fed by approximately 32 miles of pipeline, ranging from 54” to 16” in diameter. Pipeline materials may consist of Prestressed Concrete Cylinder Pipe (PCCP), Steel Pipe and Ductile Iron Pipe. Construction will also include tunneling, river crossings, highway crossings, deep excavation, jack-and-bore, construction of remote-operated valves and impressed and passive cathodic protection services. Significant portions of the project will be within a ComEd right of way (ROW) and may be impacted by wetlands.

The design and construction of the WaterLink Program will be managed by the Commission and funded by the WaterLink Communities. Funding sources will likely include local funds, Congressionally Directed Spending (CDS) funds, and Water Infrastructure Finance and Innovation Act (WIFIA) funds.

**Program Elements.** The construction phase will be split into separate bid packages, with 5-7 bid packages associated with pipeline installation and another to address the installation of all meter stations as summarized below.

- **TW-6/25 – Section 1:** Approximately 16,300 linear feet of 54-inch diameter water transmission main in the Book Road right-of-way.
- **TW-6/25 – Section 2:** Approximately 29,900 linear feet of 54-inch diameter water transmission main in ComEd right-of-way.

- **TW-6/25 – Section 3:** Approximately 28,200 linear feet of 54-inch diameter water transmission main in ComEd right-of-way.
- **FW-1/25 – Section 1:** Approximately 27,700 linear feet of 36-inch diameter water transmission main.
- **FW-1/25 – Section 2:** Approximately 19,300 linear feet of 36-inch diameter water transmission main.
- **FW-1/25 – Section 3:** Approximately 20,300 linear feet of 24-inch diameter water transmission main.
- **FW-1/25 – Section 4:** Approximately 20,400 linear feet of 20- to 24-inch diameter water transmission main in various locations prior to the meter stations.
- **Meter Stations:** Seven (7) meter stations.

**Other Consultants and Contractors.** The Commission has or will retain other consultants and contractors to provide services or perform work for the WaterLink Program, as described below.

- A team of engineering firms consisting of Lockwood Andrews, and Neuman (LAN), Robinson Engineering, and Stanley Consultants (Design Engineering Consultant) is providing preliminary and final design engineering services for the WaterLink Program.
- LAN will serve as the Commission’s Technical Advisor to provide engineering services during construction, including the review of submittals, shop drawings, requests for information (RFI), etc. as requested.
- Robinson Engineering will perform construction layout and staking.
- Waterwell has developed a public outreach strategy document.
- The Commission has engaged support for legal services.
- Multiple consultants (Construction Engineering Consultants) will provide construction engineering services for individual WaterLink program contracts. Anticipated assignments are as follows:
  - TW-6/25 – Section 1: Burns & McDonnell (scope of services described in Task Order No. 5 under Task Series 3000)
  - TW-6/25 – Section 2: Bowman Consulting Group Ltd.
  - TW-6/25 – Section 3: Burns & McDonnell (scope of services described herein under Task Series 4000)
  - FW-1/25 – Section 1: Christopher B. Burke Engineering Ltd.
  - FW-1/25 – Section 2: Christopher B. Burke Engineering Ltd.
  - FW-1/25 – Section 3: Stanley Consultants
  - FW-1/25 – Section 4: Stanley Consultants
  - Meter Stations: Stanley Consultants
- It is anticipated that the Commission will engage contractors (Construction Contractors) through a public bidding process to construct the individual WaterLink contracts.

**Summary of Status.** The Design Engineering Consultant has progressed the design of the WaterLink bid packages. Bid Package 1 (Book Rd) has been issued for bid (May 2025) with the other bid packages following approximately every month from September to November 2025. WaterLink pipeline and meter station construction is currently scheduled to occur from July 2025 through February 2028, with commissioning completed by mid-2028. Lake Michigan water is scheduled to be delivered to the WaterLink communities as follows: Oswego/Yorkville by May 1, 2028 and Montgomery by May 1, 2030.

**The Project.** Burns & McDonnell Engineering Co., Inc. (Consultant) will act as the Commission's Construction Program Manager to provide staff resources to assist the Commission in the delivery of initiatives, activities, and tasks associated with the WaterLink Program as defined in this Scope of Services. Under this Task Order, the Commission has requested that Consultant support its WaterLink Program in the areas of program management, construction administration, and construction engineering services for TW-6/25 – Section 3. Due to the nature of Commission needs over the term of this contract, certain work tasks, products or activities may change or extend this Scope of Services as mutually agreed upon by the Commission and Consultant.

Consultant will work collaboratively with the Commission and others under contract to the Commission to support implementation of the WaterLink Program. The Design Engineering Consultant has the sole responsibility for the design and Construction Contractors have the sole responsibility for construction of the WaterLink Program. The Commission will look solely to the Design Engineering Consultant or Construction Contractors or other third party for any deficiencies or defects in the work or work product. The Commission will provide a waiver for any claims or liabilities arising out of or related to any third-party work or work product. The Consultant will be acting as an agent and extension of Commission; review comments by Consultant will be provided as opinions for Commission's consideration, decision, and action. Consultant is not expected to validate or confirm the accuracy, adequacy, completeness or suitability of any third-party' work or work product. Should Consultant discover anything in the work product that causes Consultant to be concerned about the function, safety or suitability of the work or work product, Consultant will notify Commission; however, Consultant is not under a duty to discover all discrepancies, ambiguities, defects, or issues with any third-party work or work product. It is also understood that Consultant does not assume any responsibility for the accuracy and completeness of data and/or documents prepared by others, or for defects, omissions, departures from contractual requirements, or breach of performance of others working on the WaterLink Program. It is further understood that Consultant will assist the Commission in its efforts to implement the WaterLink Program, but that Consultant's services are not intended to, and cannot, eliminate all risk or guarantee an efficient or best value program and/or project.

**Contract Renewal.** Absent a major change in program scope, and predicated on continued satisfactory performance of Consultant, the Agreement will continue to be extended by additional Task Orders or Amendments based on mutual agreement regarding scope of services, staffing, and financial terms for each subsequent extension. Determination of the specific tasks necessary for each Task Order or Amendment will be agreed to by the Commission and Consultant prior to the beginning of each extension, subject to approval by the Commission's Governing Authorities.

The Consultant was previously authorized to provide Task Series 0000 – WaterLink Initiation and Task Series 3000 – Construction Engineering Services for Bid Package 1 (Book Rd) under Task Order No. 5. Task Series 0000 services were initially anticipated to be provided during the period of

January 16 to April 30, 2025, but have continued to be provided since April 30, 2025 using available funds under Task Order No. 5. Services described under Task Series 1000 – WaterLink Programmatic Activities and Task Series 2000 – Construction Administration herein are expected to be provided from the date of approval of this Task Order to April 30, 2026. Services described under Task Series 4000 – Construction Engineering for TW6/25 Section 3 are expected to be provided for the duration of the TW-6/25 – Section 3 contract (currently expected to be November 3, 2025 to November 3, 2027), subject to qualifications and clarifications regarding the project schedule. It is expected that an additional Task Order or Amendment will be mutually agreed to and executed in approximately April 2026 for the provision of services under Task Series 1000 – WaterLink Programmatic Activities and Task Series 2000 – Construction Administration for the period of May 1, 2026 to April 30, 2027 or later. Future Task Orders or Amendments for services beyond April 30, 2027 are expected.

**Additional Services.** It is understood that due to the unknown and changing nature of needs within the Commission over the term of this Agreement, that the types of Consultant services necessary to support activities of the WaterLink Program may be changed, modified, or extended beyond the areas defined in Basic Services. Only major tasks have been captured in Basic Services. It is envisioned that over the course of the program, the Commission may require support on other initiatives and tasks. At the discretion of the Commission, and during the completion of the professional services defined in this Agreement, Consultant may be requested to provide additional Commission-authorized services under a future Task Order or Amendment to this Agreement.

## Basic Services

The Basic Services to be provided by Consultant may include those services described below and organized under the following Task Series:

TASK SERIES 0000 – [RESERVED] Not Included Herein; Described in Task Order No. 5

**TASK SERIES 1000 – WaterLink Programmatic Activities**

**TASK SERIES 2000 – Construction Administration**

TASK SERIES 3000 – [RESERVED] Not Included Herein; Described in Task Order No. 5

**TASK SERIES 4000 – Construction Engineering for TW-6/25 – Section 3**

### Task Series 0000 – [RESERVED]

[NOT INCLUDED HEREIN; DESCRIBED IN TASK ORDER NO. 5.]

### Task Series 1000 – WaterLink Programmatic Activities

The Consultant will direct and oversee the implementation of the WaterLink Program in accordance with organizational and operational strategies developed through Task Series 0000 described in Task Order No. 5.

#### Task 1010 – Program Management and Administration

The Consultant will provide guidance and recommendations to the Commission for program management activities for WaterLink Program, including but not limited to strategic planning; implementation of capital projects; program and project controls management, tracking, trending, and reporting; and general administration of the program, as described below.

- A. The Consultant will provide management personnel presented herein to support an integrated team of Commission staff and Consultant staff, along with staff from other consultants under contract to the Commission, in the implementation of the WaterLink program. The Consultant will manage its staff and its sub-consultants, subject to Commission’s approval.
- i. **Program Manager.** Provide a Program Manager to oversee the program in terms of integrated Consultant staffing and assignment of resources necessary to support the Commission’s program objectives and to provide strategic guidance regarding the program to the Commission and Consultant leadership team. The Program Manager may support various program initiatives, activities, or tasks as needed or as requested by the Commission. The Program Manager will also attend Commission meetings, public meetings, and public hearings when information regarding the WaterLink Program is presented.
  - ii. **Consultant Staff Positions.** The Consultant will maintain an organizational chart and team staffing plan that describes the focus area of each program task series and function. Consultant staff resources that may be provided to support the delivery of program management services are listed below. It is anticipated that support staff will support program functions for short-term or extended assignments on an as needed or full-time basis.
    - 1) Program Controls Manager
    - 2) Program Controls Specialists
    - 3) Data and Document Management Specialists
    - 4) Program Coordinators
    - 5) GIS Analysts
    - 6) Communications Specialists
- B. Participate in the following regular workshops and meetings to establish requirements, develop a collaborative environment, maintain team alignment, and provide updates for the WaterLink Program.
- i. **WaterLink Program Review Meeting (Monthly):** Consultant Program Manager, Deputy Program Manager, Program Controls Manager, Construction Administrator, and other program support staff, as necessary, will participate in a formal review of program progress with the Commission.
  - ii. **WaterLink Program Status Updates to the Commission (Quarterly):** Consultant Program Manager and other program support staff, as necessary, will prepare presentation materials and participate in updates at Commission Board of Commissioners meetings.
  - iii. **WaterLink Program Status Updates to the WaterLink Communities (Quarterly):** Consultant Program Manager and other program support staff, as necessary, will prepare presentation materials and participate in updates at meetings with each of the WaterLink Communities.

- C. Prepare a scope, budget, schedule, and agreement for Consultant’s subconsultants involved in the Project. Conduct meetings as required to prepare subconsultant agreements; review services, work products, and deliverables; and to execute defined scope of work. Provide administration of subconsultant agreements including review of services, work products, and deliverables; subconsultant invoices; and schedule maintenance.
- D. Monthly Invoicing, Progress Reporting, and Documentation
  - i. Prepare and issue monthly invoices for services rendered with supporting cost backup in accordance with the payment application requirements defined in this Agreement.
  - ii. Document and present key program activities, strategies, and initiatives. Items requiring Commission approval and/or concurrence will be submitted to the Commission for review. The Consultant will proceed with those activities upon receipt of written direction from the Commission.

### Task 1020 – Program/Project Controls and Reporting

The Consultant will monitor and track WaterLink program projects, and report both program and project specific financial and schedule information as described below.

- A. Program Financials
  - i. Establish and implement the WaterLink Program budget for scheduled projects.
  - ii. Present and discuss WaterLink financials with the Commission.
  - iii. Provide projections of capital costs for the overall WaterLink Program.
  - iv. Update future WaterLink Program project budgets and provide updated program cost projections to Commission as appropriate based on cost trends, updated budgetary unit costs, and revised project scopes of work.
  - v. Process all invoices associated with the WaterLink Program.
- B. Program Schedule
  - i. Establish and maintain a Primavera P6 program-level schedule which includes project level schedule information for the overall WaterLink Program.
  - ii. Monitor the implementation of WaterLink Program projects, including the start of new projects, the status of project schedules, report project schedule variances, and forecast project completions.
  - iii. Work collaboratively with the Design Engineering Consultant and Commission’s contractors to integrate project milestones into an overall program schedule.
- C. Document Administration and Controls:
  - i. Establish and maintain a document control solution for scheduled projects using Procore, the project management information system (PMIS).
  - ii. Manage access permissions for all documents based on roles assigned in the PMIS and monitor the implementation of WaterLink document administration.
  - iii. Work collaboratively with WaterLink participants to administer document controls.
- D. Reporting:
  - i. Track and report on WaterLink Program projects and overall program progress.

- ii. Provide and maintain a program status summary dashboard to track the status of all active WaterLink Program contracts utilizing schedule data, project budget and actual cost data.

E. Training and Support:

- i. Lead meetings with new consultants and/or contractors as they come onboard the WaterLink Program to review requirements, processes, and procedures for program controls.
- ii. Provide training and support regarding the processes, procedures, and tools for document management and schedule updates.

The budget includes costs for twelve (12) months of licensing for PMIS solutions as shown in the table below. The fees will be billed to the Commission as a lump sum on the first invoice for this Task Order.

<b>Tool</b>	<b>Description</b>	<b>Cost</b>
<b>Procore</b> (Unlimited users)	Cost and document management	\$80,000
<b>Primavera P6</b> (1 user)	Schedule management	\$2,000
<b>Total</b>		<b>\$82,000</b>

### Task 1030 – Asset Data Management & GIS Reporting

The Consultant will provide the following services related to asset data management and GIS reporting:

- A. Maintain and update the following ArcGIS Online web-based dashboards and mobile applications.
  - i. Transmission/Distribution Main Installation Progress
  - ii. Crew Locations
  - iii. Community Concerns
- B. Monitor that Construction Contractors are collecting GPS coordinates.
- C. Connect GIS linework based on GPS coordinates collected by Construction Contractors in the GIS.
- D. Develop a GIS Data Collection Training Manual for Contractor’s reference.
- E. Provide periodic training and support to Construction Contractors regarding the process for collecting GPS coordinates and uploading the data to the Commission’s ArcGIS Online environment.

It is assumed that each Construction Contractor will be responsible for providing GPS units to collect GPS coordination of the water main and appurtenances as they are being installed, as well as uploading this data in real time to the Commission’s ArcGIS Online environment. It is also

assumed that the Commission will develop the easement limits for the WaterLink Program in GIS and provide the complete data to Consultant so the data can be displayed in the GIS dashboards and mobile applications.

### Task 1040 – Agency / Stakeholder Collaboration

The Consultant will monitor and track the status of information related to environmental and construction permits for WaterLink Program projects and collaboration efforts as described below.

- A. Maintain a database of information related to the status of environmental and construction permits for the WaterLink Program.
- B. Prepare monthly updates on the status of regulatory, environmental, and permitting activities associated with the construction phase of program delivery.
- C. Identify the need for strategic high-level outreach by the Commission to permit and/or regulatory agencies with the potential to significantly impact the progress of the overall WaterLink Program.
- D. Initiate contact and participate in meetings with agencies to discuss the status of environmental, regulatory, and construction permitting activities.

### Task 1050 – Public Engagement and Communications

The Consultant will develop and implement communication strategies and tactics to assist the Commission with building trust and fostering communication with those impacted by the WaterLink Program.

- A. Finalize a Program Communications Plan to provide structure and guidance to WaterLink outreach and communications efforts. The plan will include program messaging, key audiences, communications/outreach tactics and metrics for success. Implement the communications/outreach tactics defined in the Plan.
- B. Support WaterLink communication and outreach by implementing a suite of digital tactics and tools including:
  - i. Squarespace—a website will be designed, implemented, and managed on the Squarespace platform to serve as hub for all WaterLink communications and outreach information.
  - ii. Social Pinpoint—this interactive online tool will be used to communicate project impacts to the public. The tool is both desktop and mobile friendly and provides real-time updates on construction impacts. Additionally, WaterLink communities can easily reshare information provided on Social Pinpoint with their constituents.
  - iii. MailChimp—Once the program moves into construction, this online newsletter tool will be implemented to draft and distribute construction updates to the public, WaterLink communities and key stakeholders. These updates will be distributed at a cadence to be determined through subsequent discussions with the Commission.
- C. Develop for the Commission’s review and approval an Annual Report for distribution to the general public highlighting major WaterLink accomplishments and upcoming activities.

- D. Manage and track stakeholder engagement throughout the duration of the Program in direct communication with the Construction Administration Team.

The budget includes printing costs and twelve (12) months of website and software fees as shown in the table below.

<b>Category / Tool</b>	<b>Description</b>	<b>Annual Cost</b>
<b>Square Space</b> (Unlimited users)	Website management and hosting platform. Project email is also managed and hosted through Square Space.	\$375
<b>Social Pinpoint</b> (Unlimited users)	Online mapping and engagement tool.	\$3,300
<b>MailChimp</b>	Online tool used for construction updates and managing stakeholder contact information.	\$325 (15,000 contacts + 180,000 emails/month)
<b>Printing</b>	Allocation for printing paper copy materials.	\$5,500
<b>Total</b>	--	<b>\$9,500</b>

It is assumed that the Consultant’s public engagement and communications services will focus on activities directly related to the WaterLink Program. Activities with a broader focus, such as efforts by the Commission to promote awareness about its services or general drinking water, including but not limited to planning or participation in educational events or festivals; school or classroom engagement beyond one (1) program groundbreaking; tours or fieldtrips; or development of general educational materials; are not contemplated under this Task Order but could be provided as an Additional Service at the request of the Commission.

### Task 1060 – Funding Administration & Compliance Tracking

Consultant will provide funding administration and compliance tracking services related to the USEPA WIFIA loan being used by the WaterLink communities to fund the program, as described below. It is understood that three (3) separate WIFIA loans will be used to fund the WaterLink Program. Support for other funding sources can be provided as Additional Services. Support related to audits by USEPA related to the WIFIA loans can be provided as Additional Services. All documents will be prepared for the Commission’s approval/signature and then submitted to USEPA.

- A. Participate in quarterly virtual meetings with the USEPA WIFIA team to discuss the status of the WaterLink WIFIA loans.
- B. Compile documentation associated with project initiation and project closeout.
- C. Compile quarterly construction monitoring reports.
- D. Compile documentation for eligible project costs as the basis for loan disbursements

- E. Prepare annual reports required under the WIFIA loan agreements.
- F. Compile AIS documentation based on information provided by contractors.

### Task 1070 – Team Collaboration and Partnering

Consultant will support the Commission’s efforts to establish, develop, and maintain a collaborative environment for stakeholders involved in the WaterLink Program as follows:

- A. Host one (1) virtual meeting with Consultant’s Partnering Facilitator and the Commission to review key concerns, risks, and opportunities unique to the WaterLink Program, review the partnering process and develop a focused, specific agenda for the Partnering Session.
- B. Conduct one (1) in-person half-day to full-day Partnering Session, led by Consultant’s Partnering Facilitator, with participation by the Commission, Construction Contractors, and Construction Engineering Consultants to review the WaterLink Program charter and objectives, strategies, and critical success factors.

### Task Series 2000 – Construction Administration and Materials Testing

The Consultant will provide construction administration and materials testing services as described below.

#### Task 2010 – Construction Administration Team

The Consultant will provide a Construction Administration Team (CAT) consisting of a Construction Administration Manager (CAM), with periodic support from a Deputy Program Manager (DPM) and other staff, responsible for the monitoring of the construction engineering services performed for the WaterLink Program as outlined below. The focus of Consultant’s Construction Administration (CA) services is to support the establishment of a collaborative structure and environment for the team of other consultants working under contract with the Commission to provide construction engineering services for individual WaterLink Program contracts. It is expected that the other consultants providing construction engineering services for individual WaterLink Program contracts will be the primary point of contact with the Construction Contractor for the assigned contract.

- A. Support the Commission’s planning and organization of the assignments of Construction Engineering Consultants working under contract with the Commission.
- B. Support the Commission’s review of proposals and scopes of services developed by Construction Engineering Consultants.
- C. Support the Commission’s observation and monitoring of the Construction Engineering Consultants to assess their staffing resources and the completion of their scope of services.
- D. Participate in construction meetings as summarized below:
  - i. Pre-construction meetings for each WaterLink contract.
  - ii. Weekly construction progress meetings with the Construction Contractor and the Construction Engineering Consultant.

- iii. Monthly project schedule and progress payment reviews with the Construction Contractor and the Construction Engineering Consultant.
  - iv. Monthly meetings with the Construction Engineering Consultants to review program progress.
  - v. Meetings with the Construction Engineering Consultants and the Design Engineering Consultant to consider design changes, as needed, related to the design intent.
  - vi. Other meetings and workshops as necessary to discuss and support the resolution of issues relating to the work.
- E. Support the administration and monitoring of construction submittals or Requests for Information (RFI) as requested by the Commission or Construction Engineering Consultant(s).
  - F. Support the review of Pay Applications and Change Orders.
  - G. Confirm that Contractor's required construction and Construction Engineering Consultant's daily construction reports have been logged into the PMIS.
  - H. Track Non-Conformance Reports from identification through resolution.
  - I. Seek the early identification of potential claims. Investigate the extent and value based on information available to the Consultant.
  - J. Participate in the observation and monitoring of start-up and commissioning activities.
  - K. Participate in project closeout efforts such as punch-list development and document compilation and turnover.

The Consultant's budget includes time for the CAM budgeted for a maximum of 50 hours per week at 27 weeks (135 days). The DPM is budgeted for 10 hours per week for 52 weeks (260 days). Any time above these budgeted amounts will be tracked on a time and material basis. As the budget is expended, funds under Additional Services will be used, or a Task Order or Amendment will be prepared for processing by the Commission, to add additional budget to cover the remainder of the Project.

### Task 2020 – Material Testing

The Consultant will provide materials testing through a subconsultant (Rubino Engineering) for portland cement concrete, hot-mix asphalt, flowable fill or CLSM, tunnel grout and compaction of backfill materials. The testing services will be available for use on all WaterLink contracts. As part of this, Consultant will:

- A. Develop a protocol providing guidance on the use of materials testing services.
- B. Provide a point of contact for scheduling materials testing services.
- C. Confirm that materials testing documentation have been uploaded to Procore by the Construction Engineering Consultants.

The Consultant's budget includes an allowance for materials testing of \$1,000,000 and time for the management and scheduling of the materials testing effort. A Materials Testing Scheduler is budgeted for 16 hours per week for 13 weeks (65 days). Any materials testing needs above these budgeted amounts will be tracked on a time and material basis. As the budget is expended, funds under Additional Services will be used, or a Task Order or Amendment will be prepared for processing by the Commission, to add additional budget.

## Task Series 3000 – [RESERVED]

[NOT INCLUDED HEREIN; DESCRIBED IN TASK ORDER NO. 5]

## Task Series 4000 – Construction Engineering for TW-6/25 – Section 3

Consultant will provide construction engineering for TW-6/25 – Section 3, hereafter referred to as “the Project” under this Task Series 4000. Services anticipated to be provided are described below. It is anticipated that activity will occur on Task Series 4000 from November 3, 2025 to November 3, 2027 per the LAN schedule included in the Commission's May 15, 2025 Board meeting packet.

### Task 4010 – Project Management Services

The Consultant will work with the Program Management Office (PMO) and Commission to provide the necessary monitoring and reporting for the Project status and progress. The Consultant's Construction Manager will be the primary liaison with the PMO and the Commission and lead an integrated team of construction/engineering staff. Services anticipated to be provided include:

- A. Meetings – Consultant will attend in-person meetings as follows:
  - i. Monthly WaterLink Program status meetings with the PMO and Commission.
  - ii. Weekly meetings with the PMO, Commission, and other Construction Engineering Consultants to discuss overall construction issues related to the WaterLink Program.
  - iii. Weekly construction progress meetings with the PMO, Commission, and Construction Contractor regarding the Project.
- B. Project Status Updates – Consultant will provide the PMO and Commission with weekly progress reports providing updates on the work completed that week and projected for the following week on the Project.
- C. Monthly Invoicing, Reporting and Documentation – Consultant will provide project administration for services completed for this Project. Prepare and issue monthly invoices for services rendered with supporting cost backup and documentation in accordance with the payment procedures defined in this Agreement. Furnish to PMO and Commission one report each month containing a status summary with monthly invoices. Key activities, initiatives, and items requiring Commission action, approval, and/or concurrence will be documented.
- D. Project Schedules – Consultant will review the preliminary project schedule submitted by the Construction Contractor for the pre-construction meeting. Consultant will collaborate with the PMO to obtain their comments on the preliminary schedule as well. Review

comments will be returned to the Construction Contractor. This schedule will be reviewed monthly to identify potential areas of concern and discuss recovery plans. The Construction Contractor will be required to provide two-week look-ahead schedules for each weekly construction progress meeting.

- E. Data Management – Consultant will utilize Procore for data management for the Project including meeting minutes, RFIs, shop drawings, schedules, O&M manuals, construction documents, change orders, pay applications, weekly/daily reports, etc.
- F. WIFIA Loan Documentation – Consultant will assist the PMO with information for the Project to support the preparation and submittal of required documentation associated with project initiation, project reporting and project closeout. These efforts will include:
- Provide information for quarterly WIFIA construction progress reports such as project status, percent complete and costs incurred.
  - Compile AIS documentation submitted by the Construction Contractor and participate in USEPA AIS audits as needed.
  - Perform quarterly project-site Davis-Bacon interviews and complete interview form.
  - Confirm WIFIA signage is visible on sight.
  - Participate in meetings with the WIFIA team.
  - Prepare quarterly apprenticeship reports based on information provided by the Construction Contractor.
- G. Subconsultant Coordination: Prepare scope, budget, schedule, and agreement for Consultant’s subconsultants. Conduct meetings as required to prepare subconsultant agreements; review professional services, work products, and deliverables; and to execute the defined scope of work. Provide administration of subconsultant agreements including review of services, work products, and deliverables; subconsultant invoices; and schedule maintenance.

### Task 4020 – Pre-Construction Meeting

The Consultant will initiate and lead a preconstruction meeting for the Project. The Construction Contractor will be expected to present a list of proposed subcontracts, emergency contacts, and a proposed construction schedule at the meeting. Consultant will communicate meeting requirements to the Construction Contractor when issuing the Notice of Award and Notice to Proceed to give them time to prepare. All of the meeting documents will be uploaded to Procore and distributed via email with the meeting notes. Other attendees will include the PMO and Commission as well as other stakeholders identified for the Project.

### Task 4030 – Review Shop Drawings and Requests for Information (RFI)

The Consultant will log, review, and distribute responses to shop drawings and RFIs for the Project using Procore. All shop drawings, with the exception of complex ones, will be responded to within seven calendar days of receipt from the Construction Contractor. Complex shop drawings will be returned within fourteen calendar days of receipt. We recognize that the Design Engineering Consultant will have a contract with the Commission to consult on shop drawings and/or RFIs on an as-requested basis.

### Task 4040 – Review Contractor Pay Applications and Change Orders

The Consultant will review pay applications prepared and submitted by the Construction Contractor to confirm that the quantities requested for payment are in alignment with the quantities that have been agreed to between the Construction Contractor and the Consultant's field team. Once pay applications have been deemed acceptable, Consultant will submit the pay application to the Commission along with a letter of recommendation to initiate the request for payment for the Commission to process. The Consultant will also review proposed change orders from the Construction Contractor. Each proposed change order will be treated as a Potential Change Order and evaluated for overall impact on the project budget. Potential Change Orders will also be evaluated to establish the merit, if any, of the Potential Change Order itself. Potential Change Orders that are determined to be valid will be submitted to the Commission along with a letter of recommendation from the Consultant.

### Task 4050 – Provide Data for Program Dashboard

The Consultant will provide information to the PMO on a regular basis to update programmatic websites and/or dashboards with Project specific information.

### Task 4060 – Construction Layout

The Commission intends to retain the Design Engineering Consultant to provide construction layout for the Project. Consultant will invite the Design Engineering Consultant to the pre-construction meeting to facilitate a discussion with the Construction Contractor as to their desires for construction layout such as length, offsets, etc. As construction progresses, Consultant will verify that the Construction Contractor is requesting that the Design Engineering Consultant perform the construction layout.

### Task 4070 – GIS Data Collection

The Construction Contractor is responsible for using GPS units to collect GPS coordinates of the water main and appurtenances as they are being installed. They will also be responsible for uploading this data to the Commission's GIS. The Consultant will be responsible for verifying that this work is being completed.

### Task 4080 – Construction Observation

Under Basic Services, the Consultant will provide a full-time resident representative to observe and monitor the work performed by the Construction Contractor. Additional resources will be required to observe and monitor work performed by the Construction Contractor, based on the Construction Contractor's schedule, the number of crews working, and their activities. One staff-level individual and one assistant level individual have been budgeted. Additionally, the Consultant will engage a specialty firm to monitor and observe the tunnel work under the Fox River. The Consultant's team will be responsible for completing daily reports to document work activities. The Consultant team will track pay item quantities installed each day and at the completion of that day agree to the quantities installed with the Construction Contractor.

The Consultant's budget under Basic Services includes each team member providing construction observation for a maximum of 40 hours per week. The Consultant's resident engineer is budgeted for 100 weeks (500 days). The Consultant's staff-level individual has been budgeted for 95 weeks (475 days), and the Consultant's assistant level individuals has been budgeted for 90 weeks (450 days). The specialty firm's resident engineer and staff-level individual have been budgeted for 16.5

months (360 days) under Basic Services. Any time above these budgeted amounts or overtime exceeding 40 hours per week will be tracked on a time and material basis. The overall Project schedule is assumed to be based on the project duration indicated in the schedule included in the meeting minutes from the Commission's May 15, 2025 meeting (November 3, 2025 to November 3, 2027). Additional time will be required to provide construction observation for a Project duration that exceeds the assumed Project schedule. Any time above these budgeted amounts or time exceeding 40 hours per week will be tracked on a time and material basis. As the budget is expended, funds under Additional Services will be used, or a Task Order or Amendment will be prepared for processing by the Commission, to add additional budget to cover the remainder of the Project.

### Task 4090 – Project Closeout

The Consultant will initiate and lead a punch list walk through for the Project with representatives from the PMO, Commission and the Construction Contractor. The punch list will be shared with all parties and once the Construction Contractor has confirmed that all items have been completed, the Consultant will perform a follow-up site walk to confirm that all items are done. As a part of the project closeout, the Consultant will provide requested information to the Design Engineering Consultant for their completion of the project record drawings.

## Additional Services

Under this Agreement, the Commission may request the Consultant to provide a wide range of staff resources to supplement and support Commission staff in utility operations, management, and implementation of the Commission's WaterLink Program. Any work requested by the Commission that is not specifically stated in one of the Basic Services listed above and able to be completed within the contract budget will be classified as Additional Services. Additional Services will not be performed, nor is the Consultant approved to proceed, unless the Commission provides written authorization to Consultant that includes the scope of work for each Additional Service to be performed and a maximum billing limit for compensation that has been mutually agreed upon. Additional Services may include, but not limited to:

- A. Additional and unforeseen WaterLink Program related assignments that are agreed by the Commission and Consultant. This includes providing Staff resources beyond those defined in the organizational chart and staffing plan, including subject matter experts.
- B. Changes in the general scope, extent, design, or character of the WaterLink Program, including:
  - i. Changes in size or complexity.
  - ii. Commission's program schedule, design, or character of projects; and
  - iii. Method of financing or availability of funding.
- C. Appearances at public hearings or before special boards beyond those defined under Basic Services.
- D. Develop and implement an independent value-engineering program to help designs of individual projects prepared by the Design Engineering Consultant meet budget limitations.

- E. Development of detailed independent opinions of probable construction cost (OPCC) to validate OPCCs prepared by others.
- F. Regulatory and compliance reporting.
- G. Field subsurface investigations, geotechnical investigations, environmental site assessments, or easement or right-of-way selection, preparation, appraisals, negotiation, or acquisition work.
- H. Assist Commission with the development and implementation of training programs or workshops with Design Engineering Consultant or Construction Contractors to review project management, engineering, or resident project representative services items. This could include the creation of training presentation materials to capture the current WaterLink Program and Commission internal processes; specific technical, construction, or administrative topics; or offering opportunities for specialized training or certifications.
- I. Assist with implementation of a Computerized Maintenance Management System (CMMS).
- J. Working with contractors and constituents to address deficiencies identified during a correction period inspection program (Warranty inspections).
- K. Perform transfer of files and document/data migration to/from currently utilized file management systems and/or the Commission's document storage systems.
- L. The review of and implementation of changes to existing Commission standard documents.
- M. Verification and/or updates of record documents received from the Design Engineering Consultant and/or Construction Contractors during construction.
- N. Identification of potential third-party funding sources for WaterLink Program or preparation of application materials and supporting documentation to request third-party funding.
- O. Financial consulting services to assist the Commission with its capital improvement planning, long-term financial modeling, and cash flow management associated with the WaterLink Program. This may include development and analyses of alternative capital funding plans, financial capabilities analyses, cost of service studies, utility rate analyses, or other financial-related evaluations.

## Commission's Responsibilities

Commission will furnish the following items, as required by the Basic Scope of Services, and not at the expense of the Consultant:

- A. Designate a contact person to act on behalf of the Commission with respect to management of this Consultant contract.
- B. Furnish, as requested by the Consultant for performance of services the following:

- i. All Commission's standard documents and procedures pertaining to WaterLink Program activity;
  - ii. Timely written notice of potential program or project schedule delays caused by funding or other Commission constraints;
  - iii. Data and information applicable to the WaterLink Program prepared by or resulting from services of others including contracts, planning, design and construction documents;
  - iv. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies; and
  - v. Commission shall be responsible for, and Consultant may rely upon without independent verification, the accuracy and completeness of all reports, data, and other information furnished pursuant to this paragraph. Consultant may use such reports, data, and information in performing or furnishing services under this Agreement.
- C. Provide access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services under this Agreement.
- D. Provide, as may be required for the WaterLink Program:
- i. Accounting, bond and financial advisory, independent and insurance counseling services;
  - ii. Such legal services as Commission may require or Consultant may reasonably request regarding legal issues pertaining to WaterLink Program, including any that may be raised by professional service providers or Construction Contractors;
  - iii. Such auditing services as Commission may require to ascertain how or for what purpose service providers or Construction Contractors have used the moneys paid on account for their Contract Price; and
  - iv. Funding and payment of any required geotechnical investigation, materials testing, and environmental assessment services except as specifically noted herein;
  - v. Bear all costs incidental to compliance with the requirements of the Commission's Responsibilities.
- E. Provide the services of at least one Commission employee who has the right of entry to and knowledge of Commission facilities. Site visits will be required on multiple occasions over the course of the Project.
- F. Operate all existing equipment, valves, or other systems necessary for operations, functional or performance testing.
- G. Commission shall be responsible for, and Consultant may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by or through Commission to Consultant pursuant to this Agreement. Consultant may use such requirements, reports, data, and information in performing or furnishing services under this Agreement without independently verifying the accuracy, completeness, or currentness of such information.
- H. Advise Consultant of the identity and scope of services of any independent consultants, designers, contractors, construction managers, or other third parties employed by

Commission to perform or furnish services in regard to the Program or a Specific Project, and define and set forth in writing the duties, responsibilities, and limitations of authority of such other parties and the relation thereof to the duties, responsibilities, and authority of Consultant.

- I. Public advertisement and procurement of WaterLink Program projects.
- J. Payment of regulatory permitting fees.
- K. Fees associated with project, document, or data management systems.

## Clarifications

The following clarifications and assumptions apply to this scope of services:

- A. It is anticipated that all documents and deliverables submitted will be electronically distributed. The costs for paper copies are not included.
- B. Estimates, schedules, forecasts, and projections, if any, prepared by Consultant are opinions based on Consultant's experience, qualifications, and judgment as a professional. Since Consultant has no control over weather, cost and availability of labor, cost and availability of material and equipment, cost of fuel or other utilities, labor productivity, Construction Contractor's procedures and methods, unavoidable delays, Construction Contractor's methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions, and other factors affecting such estimates or projections, Consultant does not guarantee that actual rates, costs, quantities, performance, schedules, etc., will not vary significantly from estimates and projections prepared by Consultant.
- C. When it becomes necessary for Consultant to review, inspect, or observe the work or work product performed or prepared Commission or by others working on behalf of Commission, Commission and Consultant agree that such review, inspection, or observation is solely for the purpose of understanding the project or related information and work product.
- D. Consultant is not reviewing the work or work product of others to scrutinize, evaluate, assess, revise or change the design or any means or methods of fabrication, assembly, installation or construction expressed in the work product and Consultant is not being engaged to serve as the design professional in connection with this project or work product; all of which shall remain sole responsibility of the preparer (whether Commission or its subcontractors or suppliers).
- E. Consultant's review is solely to provide the Commission with opinions and/or considerations that the Commission may or may not want to consider. No action or implementation regarding any opinion, recommendation, or observation expressed should be implemented without the involvement of the third-party design engineer.

- F. If Consultant provides services during the design phase of a Specific Project, Consultant shall not supervise, direct, or have control over a Design Professional's work, nor shall Consultant have authority over or responsibility for the design, and/or be the engineer of record, architect of record or in responsible charge, or for any failure of a Design Professional to perform its services pursuant to its Contract Documents or any failure to comply with Laws and Regulations applicable to a Design Professional's furnishing and performing the work.
- G. If Consultant provides services during the construction phase of a Specific Project, Consultant's sole responsibility will be to observe and report the execution of the Specific Project. Consultant shall not supervise, direct, or have control over a Construction Contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by a Construction Contractor, for safety or security at the Site, for safety precautions and programs incident to a Construction Contractor's work in progress, or for any failure of a Construction Contractor to comply with Laws and Regulations applicable to a Construction Contractor's furnishing and performing the work. The Commission shall advise the Commission's Design Professionals and Construction Contractors regarding Consultant's authority.
- H. Consultant neither guarantees the performance of any Design Professional, Contractor, or third party, nor assumes responsibility for any Design Professional's, Contractor's, or third party's failure to furnish and perform the work in accordance with the Contract Documents. Consultant does not guarantee or warrant the budgets, schedules, or performance of or the work, work product, or deliverables of any of Design Professionals, Contractors, or the performance or actions of any third-parties relating to the Project or the Work.
- I. Consultant shall not be responsible for the acts or omissions of any Design Professional, Contractor, third party, or of any of a Design Professional's or Contractor's subcontractors, suppliers, agents, or employees or any other persons at a Site (except Consultant's own employees and the Program Subcontractors) or otherwise furnishing or performing any of a Design Professional's or Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by Commission to a Design Professional or Contractor without consultation and advice of Consultant.
- J. Commission and Commission's Design Professionals, Contractors, and other third parties shall remain completely and solely responsible for means, methods, techniques, sequences, procedures, and the protection and safety of their personnel and work, and for those employees and subcontractors under which they have care, custody, or control. Under all circumstances, Commission's Contractor(s) will be directing the physical work and will be responsible for overall safety of the Project Site. In addition to following its own safety program, the Consultant will comply with the applicable Contractor's safety plan as is applicable to Consultant's services.
- K. Consultant shall not be responsible for, whether or not related to any Site visit: (i) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with work related to the Consultant's services; (ii) the failure of any of Commission's other Contractors, Design Professionals, or consultants or their

respective employees, subcontractors, vendors, or other project participants, not under contract to Consultant, to fulfill contractual responsibilities to Commission or to comply with federal, state, or local laws, regulations, and codes; or (iii) procuring permits, certificates, and licenses required for any construction. Consultant shall not have the authority to direct, control or stop the work of Commission's Contractors, Design Professionals, or consultants or their respective employees, subcontractors, agents, or vendors.

- L. As part of Consultant's services, Consultant may bring, utilize, and develop Consultant's licensed or otherwise owned proprietary management systems (including, but not limited to, OneTouch PM™), and other tools and know-how in the performance of the services undertaken. Any new or additional know-how or intellectual property that may be developed or derived by Consultant for the improvement of the delivery of program management services shall remain the solely owned and exclusive property of Consultant. Documents in the form of reports or data developed by Consultant in support of the Commission's Project(s) and provided to Commission, and original information provided by or through Commission to Consultant in support of a Project, shall be the property of the Commission.
  
- M. In other contracts entered into by the Commission for other work related to the Consultant's services, the Commission's other contractors and consultants shall be required to provide waivers of subrogation in favor of the Commission and Consultant for damage or liability covered by any of the Commission's other contractor's or consultant's policies of insurance and to name Consultant as an additional insured on those policies of insurance and as a beneficiary of any indemnity, in the same manner, and to the same extent, as the Commission.

**Fee Summary**

Project Name: WaterLink Program Management and Construction Administration  
 Client: DuPage Water Commission

Task No.	Task Description	Total Hours	Labor	Expenses	Total Fee
<b>Task Series 1000</b>	<b>WaterLink Programmatic Activities</b>	<b>9,436</b>	<b>\$ 1,680,406</b>	<b>\$ 125,600</b>	<b>\$ 1,806,006</b>
1010	Program Management and Administration	760	\$ 222,960	-	\$ 222,960
1020	Program/Project Controls and Reporting	6,010	\$ 855,390	\$ 82,000	\$ 937,390
1030	Asset Data Management & Reporting	720	\$ 108,480	-	\$ 108,480
1040	Agency / Stakeholder Collaboration	480	\$ 95,440	-	\$ 95,440
1050	Public Engagement and Communications	1,114	\$ 313,528	\$ 16,100	\$ 329,628
1060	Funding Administration & Compliance Tracking	320	\$ 74,400	-	\$ 74,400
1070	Team Collaboration and Partnering	32	\$ 10,208	\$ 27,500	\$ 37,708
<b>Task Series 2000</b>	<b>Construction Administration and Materials Testing</b>	<b>2,182</b>	<b>\$ 688,260</b>	<b>\$ 1,013,200</b>	<b>\$ 1,701,460</b>
2010	Construction Administration	1,870	\$ 595,700	\$ 13,200	\$ 608,900
2020	Materials Testing	312	\$ 92,560	\$ 1,000,000	\$ 1,092,560
<b>Total</b>		<b>11,618</b>	<b>\$ 2,368,666</b>	<b>\$ 1,138,800</b>	<b>\$ 3,507,466</b>

**Notes:**

1. Task 1000 and 2000 services to be provided on a reimburseable basis per billing rate schedule.
2. Task 1000 and 2000 services anticipated to be provided from notice to proceed through April 30, 2026.

**Fee Summary**

Project Name: Construction Engineering for TW-6/25 - Section 3  
 Client: DuPage Water Commission

Task No.	Task Description	Total Hours	Labor	Expenses	Total Fee
4010	Project Management Services	416	\$ 107,416.00	\$ -	\$ 107,416.00
4020	Pre-Construction Meeting	16	\$ 4,752.00	\$ -	\$ 4,752.00
4030	Review Shop Drawings and Requests for Information (Included in 4080)	-	\$ -	\$ -	\$ -
4040	Review Contractor Pay Applications and Change Orders (Included in 4080)	-	\$ -	\$ -	\$ -
4050	Provide Data for Program Dashboard (Included in 4080)	-	\$ -	\$ -	\$ -
4060	Construction Layout (Included in 4080)	-	\$ -	\$ -	\$ -
4070	GIS Data Collection (Included in 4080)	-	\$ -	\$ -	\$ -
4080	Construction Observation	11,400	\$ 3,042,400.00	\$ 1,909,600.00	\$ 4,952,000.00
4090	Project Closeout	320	\$ 98,560.00	\$ -	\$ 98,560.00
<b>Total</b>	<b>Basic Services</b>	<b>12,152</b>	<b>\$ 3,253,128.00</b>	<b>\$ 1,909,600.00</b>	<b>\$ 5,162,728.00</b>
--	Additional Services	2,850	\$ 760,600.00	\$ 561,000.00	\$ 1,321,600.00
<b>Total</b>	<b>Basic Services + Additional Services</b>	<b>15,002</b>	<b>\$ 4,013,728.00</b>	<b>\$ 2,470,600.00</b>	<b>\$ 6,484,328.00</b>

Task 4000 services to be provided on a reimburseable basis per billing rate schedule.

## Schedule of Hourly Professional Service Billing Rates

Position Classification	Classification Level	Hourly Billing Rate
General Office *	5	\$78.00
Technician *	6	\$99.00
Assistant *	7	\$120.00
	8	\$165.00
	9	\$195.00
Staff *	10	\$222.00
	11	\$243.00
Senior	12	\$275.00
	13	\$297.00
Associate	14	\$306.00
	15	\$308.00
	16	\$310.00
	17	\$313.00

**NOTES:**

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
2. For any nonexempt personnel in positions marked with an asterisk (\*), overtime will be billed at 1.5 times the hourly labor billing rates shown.
3. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 10%.
4. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.
5. The services of contract/agency and/or any personnel of a Burns & McDonnell parent, subsidiary, affiliate, or related or associated entity shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.
6. The rates shown above are effective for services through December 31, 2025, and are subject to revision thereafter. The composition or build-up of the rates shown above are not subject to audit, inspection, or review.

# Company Vehicle

## Billing Schedule

Effective Date

January 1, 2025

	Type of Vehicle	Base Rate			Mileage Charge
		Daily	Weekly	Monthly	
Burns & McDonnell fleet vehicle use is charged using an assigned time component and miles traveled component. The assigned time component provides for daily, weekly and monthly durations. The miles traveled component relates to variable costs such as fuel, lubrication, tires, maintenance, routine cleaning, etc.	Sedan, 4 door	\$60	\$300	\$1,195	\$0.29
	Van	\$67	\$335	\$1,335	\$0.34
The daily charge applies when a vehicle is rented for 6 days or less. The daily charge is for each 24-hour period or fraction thereof. The weekly charge applies when a vehicle is assigned for 7 or more consecutive days up to 29 days. For fractions of a week over 7 consecutive days, the weekly rate will be prorated by the number of days and fractional days the vehicle is assigned (one-seventh per calendar day).	Van, 12-15 Passenger	\$125	\$625	\$2,175	\$0.36
	Truck - 2WD Pickup, ½ Ton Regular Cab	\$ 52	\$260	\$1,035	\$0.32
The monthly charge applies when a vehicle is assigned for 30 continuous days or more. It is then charged the full monthly rate every 30 days or a fraction thereof.	Truck - 2WD Pickup, ½ Ton Double Cab	\$57	\$285	\$1,135	\$0.32
	Truck - 2WD Pickup, ½ Ton Crew Cab	\$62	\$310	\$1,235	\$0.32
Employee-owned vehicles are charged at the per mile amount allowed by the Internal Revenue Service for business miles. Vehicles rented at destinations as part of short duration travel, such as airports, are charged per the receipt amount from the Rental Company, plus fuel, insurance, and other directly applicable amounts such as extra cleaning.	Truck - 4WD Pickup, ½ Ton Regular Cab	\$62	\$310	\$1,235	\$0.35
	Truck - 4WD Pickup, ½ Ton Double Cab	\$66	\$330	\$1,305	\$0.35
The base rate table displays Burns & McDonnell fleet vehicle charges that, in addition to providing the vehicle, provides all fuel, maintenance, repairs, fleet care, scheduling and liability insurance required by statute. For project needs involving any vehicle types that do not appear in the following table, charges will be established from prevailing market prices for the vehicle, miles traveled, and insurance premiums. For situations requiring higher insurance limits than required by statute, a vehicle high insurance limits charge can be prepared.	Truck - 4WD Pickup, ½ Ton Crew Cab	\$70	\$350	\$1,385	\$0.35
	Truck - 4WD All Electric Pickup, ½ Ton Crew Cab	\$95	\$570	\$1,995	\$0.29
	Truck - 4WD Pickup, ¾ Ton Double Cab	\$78	\$395	\$1,575	\$0.36
	Truck - 4WD Pickup -¾ Ton Crew Cab	\$90	\$450	\$1,750	\$0.36
	Truck - 2WD Pickup, 1Ton Regular Cab	\$70	\$350	\$1,395	\$0.35
	Truck - 4WD Pickup, 1Ton	\$90	\$450	\$1,795	\$0.36
	Compact SUV (Terrain, Equinox or similar)	\$67	\$335	\$1,335	\$0.35
	Mid-Size SUV (Acadia, Traverse or similar)	\$77	\$385	\$1,535	\$0.35
	Full Size SUV (Yukon, Tahoe or Similar 6+ Passenger)	\$100	\$550	\$1,995	\$0.36

The rates shown above are effective for services through December 31, 2025 and are subject to revision thereafter.



**Resolution #:** R-46-26

**Account:** 01-80-852010

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

**JL JML CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 5/14/2026

**Description:** **A Resolution Authorizing the Execution of Task Order No. 4 Under a Master Services Agreement with Stanley Consultants, Inc.**

**Agenda Section:** Engineering & Construction

**Originating Department:** Engineering

WaterLink Phase II design efforts continue to near completion for remaining sections, with several section already under construction. Throughout this lengthy design process, permits have been applied for and secured in the manner that best suits the project – some permit applications encompass the entire project, others have been split up by individual sections, and several have consisted of section groupings based on site characteristics and permitting parameters.

Because the permitting landscape on this project extends over a prolonged period of time, there is an inherent risk that permitting requirements may change over time. One such example involves an IEPA permitting component referred to as a “Section 401 Water Quality Certification”. While this certification was not required on initial permits, requirement updates as of March 2026 now indicate that this extensive effort is now needed on sections remaining to be permitted, which include TW 6/25 – Section 3C, FW 1/25 – Sections 1-4, and the Metering Stations.

Because this effort was not originally contemplated based on existing permitting requirements at the time of the Phase II Design Engineering Contract Award, an additional task order is required to proceed with the work. As such, the Commission has engaged Stanley Consultants to complete this effort based on their ongoing permitting work on all other sections of the WaterLink Pipeline Project.

Resolution R-46-26 would approve Task Order No. 4 with Stanley Consultants, Inc. for additional permitting work on the WaterLink Pipeline Project in the not to exceed amount of \$87,246.

**Recommended Motion:**

To adopt Resolution R-46-26.

DUPAGE WATER COMMISSION

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**RESOLUTION NO. R-46-26**

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A RESOLUTION AUTHORIZING THE EXECUTION OF TASK ORDER NO. 4 UNDER A MASTER SERVICES AGREEMENT WITH STANLEY CONSULTANTS, INC.

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

WHEREAS, the Commission entered into a contract with Stanley Consultants, Inc. (the "Consultant"), dated May 16, 2013, to provide, from time to time, professional engineering services in connection with the design and construction of extensions and improvement to the Waterworks System and other projects of the Commission (the "Master Contract"); and

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

WHEREAS, the Consultant has developed the Scope of Services attached hereto and by this reference incorporated herein and made a part hereof as Exhibit A, which is approved and will be formalized into Task Order No. 4 under the existing MSA.

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

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

SECTION TWO: The Scope of Services attached hereto as Exhibit A shall be and hereby is approved and will be formalized as Task Order No. 4 under the existing MSA, and if already issued, ratified because

the Board of Commissioners of the DuPage Water Commission has determined, based upon the representations of staff and consultant, that the circumstances said to necessitate the Task Orders were not reasonably foreseeable at the time the Master Contract was signed, the Task Orders are germane to the Master Contract as signed, and/or the Task Orders are in the best interest of the DuPage Water Commission and authorized by law

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

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

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.

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

ATTEST:

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

Board/Resolutions/2026/R-46-26.docx

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EXHIBIT A

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## TASK ORDER NO. 4

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission (“Owner”) and Stanley Consultants, Inc., (“Consultant”), for Professional Engineering Services, Owner and Consultant agree as follows:

### 1 . Project:

WaterLink Permitting Effort - IEPA Section 401 Water Quality Certification

### 2 . Services of Consultant:

- Submit Section 401 Water Quality Certification Applications to the Illinois Environmental Protection Agency (IEPA) for the following Sections:
  - TW 6/25 – Section 3C
  - FW 1/25 – Section 1
  - FW 1/25 – Section 2
  - FW 1/25 – Section 3 (includes associated Meter Stations)
  - FW 1/25 – Section 4 (includes associated Meter Stations)
  
- Each submittal shall include the following components:
  - Water characterizations (in-field work required)
    - Ohio Rapid Assessment Method for wetlands (ORAM)
    - Qualitative Habitat Evaluation Index (QHEI)
  - Project description and discussion
  - Alternatives analysis
  - Impact mitigation plan
    - Riparian Impact Restoration Plan
    - Temporary Impact Mitigation Plan
  - Updated EcoCAT review for all sections
  - Additional in-field wetland delineation
    - Though previous submittals relied on the National Wetlands Inventory for the wetlands at the Fox River Crossing, a more formal delineation will be completed for remaining applications.
    - There is an additional area of FW 1/25 – Section 3 that will need to be delineated for this application.
    - Includes updates to wetland delineation reports to be included with permit application documents.
  - Coordination with IEPA
  - Additional project management

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

None

### 4. Commencement Date:

May 21, 2026

### 5. Completion Date:

As needed, based on the WaterLink Pipeline Project construction schedule.

### 6. Submittal Schedule: None.

**7. Key Project Personnel:**

Michael Colby, P.E.

**8. Contract Price:**

For providing, performing, and completing all Services, an amount equal to Consultant's Direct Labor Costs for all Services rendered by principals and employees engaged directly on the Project, plus an amount equal to the actual costs of all Reimbursable Expenses. The following cost breakdown set forth opposite each task:

Task 1 – IEPA Section 401 Water Quality Certification  
Applications and Associated Field Work

<b>Role</b>	<b>Rate</b>	<b>Quantity</b>	<b>Cost</b>
Project Manager	\$240.00	46.0	\$11,040.00
Principal Environmental Engineer	\$240.00	79.9	\$19,176.00
Senior Environmental Scientist	\$205.00	98.8	\$20,254.00
Environmental Scientist	\$135.00	257.6	\$34,776.00
<b>Labor Subtotal :</b>		<b>482.3</b>	<b>\$85,246.00</b>
 <b>Direct Costs</b>			
Travel and Field Expenses	\$2,000.00	1	\$2,000.00
Markup	0%		\$0
<b>Direct Cost Subtotal:</b>			<b>\$2,000.00</b>
 <b>Total Cost:</b>			 <b>\$87,246.00</b>

Notwithstanding the foregoing, the total not-to-exceed Contract Price shall be \$87,246.00. The contact price may be adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.

**9. Payments:**

Direct Labor Costs shall mean the billing rate of all Consultants personnel including all professionals whether owners or employees, engaged directly on the Project.

Reimbursable Expenses shall mean the actual expenses incurred by Consultant directly or indirectly in connection with the Project, including expenses for transportation, telephone, postage, computer time and other highly specialized equipment, reproduction and similar Project related items.

**10. Modifications to Contract:**

None

**11. Attachments:**

None

Approval and Acceptance: Acceptance and approval of this Task Order, including the attachments listed above, shall incorporate this Task Order as part of the Contract.

The Effective Date of this Task Order is May 21, 2026.

**DuPAGE WATER COMMISSION**

By: \_\_\_\_\_

Paul D. May, P.E.  
General Manager

**DESIGNATED REPRESENTATIVE FOR TASK ORDER:**

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

**Stanley Consultants, Inc.**

By: \_\_\_\_\_

Kate Despinoy, PE  
Vice President

**DESIGNATED REPRESENTATIVE FOR TASK ORDER:**

Name: Michael Colby, P.E.  
Title: Project Manager  
Address: 8501 W. Higgins Road, Suite 730  
Chicago, IL 60631  
E-mail Address: [ColbyMichael@stanleygroup.com](mailto:ColbyMichael@stanleygroup.com)  
Phone: 847-714-2786



**Resolution #:** R-47-26

**Account:** As Assigned by Task Order

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

**JL JML CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 5/14/2026

**Description:** **A Resolution Authorizing the Execution of Task Order No. 5 Under a Master Services Agreement with Stanley Consultants, Inc.**

**Agenda Section:** Engineering & Construction

**Originating Department:** Engineering

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The Commission entered into a Master Services Agreement with Stanley Consultants, Inc., dated May 16, 2013, for professional engineering services in connection with various projects as they arise.

Permitting efforts for the WaterLink Pipeline Project have been underway for over a year now, since the completion of the Phase I Engineering effort. Unfortunately, due to the prolonged nature of permitting on a project of this magnitude, permit needs/requirements can evolve over time, which can lead to additional efforts being required that were not initially contemplated. One such example recently arose as it relates to IEPA requirements, which has resulted in an additional Task Order (No. 4) to Stanley Consultants, submitted under separate cover.

In an effort to be able to proceed with unanticipated permitting work in a timely and efficient manner in the future, Staff recommends approval of Task Order No. 5 to Stanley Consultants, Inc. in the amount of \$30,000 for unanticipated permitting needs as it relates to the WaterLink Pipeline Project.

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**Recommended Motion:**

To adopt Resolution R-47-26.

DuPAGE WATER COMMISSION

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**RESOLUTION NO. R-47-26**

---

A RESOLUTION AUTHORIZING THE EXECUTION OF TASK ORDER NO. 5 UNDER A MASTER SERVICES AGREEMENT WITH STANLEY CONSULTANTS, INC.

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

WHEREAS, the Commission entered into a contract with Stanley Consultants, Inc. (the “Consultant”), dated May 16, 2013, to provide, from time to time, professional engineering services in connection with the design and construction of extensions and improvement to the Waterworks System and other projects of the Commission (the “Master Contract”); and

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

WHEREAS, the Consultant has developed the Scope of Services attached hereto and by this reference incorporated herein and made a part hereof as Exhibit A, which is approved and will be formalized into Task Order No. 5 under the existing MSA.

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

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

SECTION TWO: Task Order No. 5, attached hereto as Exhibit 1, shall be and hereby is approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined, based upon the representations of Staff and the Consultant, that the circumstances said to necessitate the Task Orders were not reasonably foreseeable at the time the Master Contract was signed, the Task Orders are germane to the Master Contract as signed, and/or the Task Orders are in the best interest of the DuPage Water Commission and authorized by law.

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

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

ADOPTED THS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026

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

ATTEST:

\_\_\_\_\_  
Danna Mundall, Clerk  
Board/Resolutions/R-47-26.docx

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EXHIBIT 1

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**TASK ORDER NO. 05**

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission (“Owner”) and Stanley Consultants, Inc., (“Consultant”), for Professional Engineering Services, Owner and Consultant agree as follows:

1. **Project:**

Indeterminate permitting assistance on the WaterLink Pipeline Project, as needed.

2. **Services of Consultant:**

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

A. Basic Services, as assigned by the Owner in writing, to include:

1. Hold project meetings with regulatory agencies to facilitate permit reviews and approvals
2. Prepare agendas and meeting minutes summarizing any coordination meetings.
3. Request/transmit pertinent permit data and information to/from regulatory agencies, as necessary.
4. Compile and submit permitting applications to regulatory agencies, as necessary.
5. Receive and evaluate review comments returned by permitting agencies. Incorporate them into updated permitting applications, as necessary.
6. Coordinate Change Events/Change Orders, if necessary, with the Phase II Engineering Team when necessitated by permitting requirements.

B. Additional Services:

None

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

None

4. **Commencement Date:**

May 21, 2026

5. **Completion Date:**

April 30, 2027

6. **Submittal Schedule:**

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

7. **Key Project Personnel:**

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

8. **Contract Price:**

For providing, performing, and completing each phase of Services, an amount equal to Consultant's Direct Labor Costs, plus an amount equal to the actual costs of all Reimbursable Expenses, but not to exceed, in each phase of Services, the following not to exceed amount except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.

Notwithstanding the foregoing, the total Contract Price shall not exceed \$30,000 except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.

9. **Payments:**

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

10. **Special Safety Requirements:**

None.

11. **Modifications to Contract:**

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

12. **Attachments:**

None

Approval and Acceptance: Acceptance and approval of this Task Order, including the attachments listed above, shall incorporate this Task Order as part of the Contract.

The Effective Date of this Task Order is May 21, 2026.

**DuPAGE WATER COMMISSION**

By: \_\_\_\_\_

Paul D. May, P.E.  
General Manager

**DESIGNATED REPRESENTATIVE FOR TASK ORDER:**

Name: Jeff Loster, P.E.

Title: Engineering Manager

Address: 600 East Butterfield Road, Elmhurst, Illinois 60126-4642

E-mail Address: [loster@dpwc.org](mailto:loster@dpwc.org)

Phone: 630-834-0100

**Stanley Consultants, Inc.**

By: \_\_\_\_\_

Kate Despinoy, PE  
Vice President

**DESIGNATED REPRESENTATIVE FOR TASK ORDER:**

Name: Michael Colby, P.E.

Title: Project Manager

Address: 8501 W. Higgins Road, Suite 730

Chicago, IL 60631

E-mail Address: [ColbyMichael@stanleygroup.com](mailto:ColbyMichael@stanleygroup.com)

Phone: 847-714-2786



**Resolution #:** R-48-26

**Account:** 01-60-852010

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

**JL JML CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 5/14/2026

**Description:** **A Resolution Approving and Ratifying a First Amendment to Task Order No. 03 Under a Master Contract with Arcadis US, Inc., to Serve as the Environmental Contractor of Choice on the WaterLink Project**

**Agenda Section:** Engineering & Construction

**Originating Department:** Engineering

With nearly 11 miles of the WaterLink Project located in ComEd-owned property, coordination between Commission staff and ComEd staff has been critical during the design phase and will continue to be imperative throughout the construction of the project. As the engineering design progressed, plans were repeatedly submitted to ComEd staff for review and approval as a condition of the negotiated License Agreement. One of the regulatory conditions presented during this coordination effort was the requirement for the Commission to work with a ComEd-approved Environmental Contractor of Choice (ECOC) to document and manage soil removal from ComEd-owned property. ComEd provided a list of six pre-approved contractors for Commission consideration. After considering the qualifications of the firms, staff determined that Arcadis was best suited to complete this work, given their knowledge of the WaterLink Project as well as their previous work history with both the Commission and ComEd.

The Commission approved a preliminary effort associated with this work in January, which was required in order to establish the full scope of work needed for the duration of the WaterLink Project. Since that time, Commission Staff has been working with Arcadis to develop an appropriate scope of work that is compliant with ComEd's soil management requirements.

Based on the attached scope of services, staff recommends approval of the First Amendment to Task Order No. 03 with Arcadis in the not-to-exceed amount of \$8,166,151.00 to serve as the ECOC on the WaterLink Project, costs will be billed based upon conditions presented in the field.

**Recommended Motion:**

To adopt Resolution R-48-26.

DUPAGE WATER COMMISSION

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**RESOLUTION NO. R-48-26**

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A RESOLUTION APPROVING A FIRST AMENDMENT TO TASK ORDER NO. 3 UNDER A MASTER SERVICES AGREEMENT WITH ARCADIS US, INC.

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

WHEREAS, the Commission entered into a contract with Arcadis US, Inc. (the "Consultant"), in 2013, to provide, from time to time, professional engineering services in connection with the design and construction of extensions and improvements to the Waterworks System and other projects of the Commission (the "Master Contract"); and

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

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

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

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

SECTION TWO: The Scope of Services attached hereto as Exhibit A shall be and hereby is approved and will be formalized as a First Amendment to Task Order 3 under the existing MSA, and if already issued,

ratified because the Board of Commissioners of the DuPage Water Commission has determined, based upon the representations of staff and consultant, that the circumstances said to necessitate the Task Orders were not reasonably foreseeable at the time the Master Contract was signed, the Task Orders are germane to the Master Contract as signed, and/or the Task Orders are in the best interest of the DuPage Water Commission and authorized by law.

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

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

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.

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

ATTEST:

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

Board/Resolutions/2026/R-48-26.docx

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EXHIBIT A

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## FIRST AMENDMENT TO TASK ORDER NO. 03

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission (“Owner”) and Arcadis US, (“Consultant”), for Professional Engineering Services, Owner and Consultant agree as follows:

### 1 . Project:

Soils Management within the ComEd Owned Corridors for the WaterLink Pipeline Project

### 2 . Services of Consultant:

- Create a site-specific Health and Safety (H&S) plan to guide the work.
- Review construction practices for general environmental compliance when onsite.
- Utilize the analytical data to develop waste profiles in support of future spoil disposal.
- Coordinate delivery of HVAC loads to designated site with a minimum 24-hour advanced notice.
- Document Consultant field activities while onsite.
- Perform project management, prepare and submit data package reporting, and attend conference calls with the Commission and ComEd as needed.
- Support spoils disposal via electronic manifesting as permitted by ComEd
- Provide up to ten (10) days of spot oversight for work performed within ComEd corridors. This includes in-person manifesting and requires no less than 24-hour advanced notice.
- Provide dated and numbered manifests to the Contractor electronically for execution.

### Task Assumptions

- Arcadis will be authorized by selected generator to sign manifests on behalf of the generator.
- Disposal quantities with 15% contingency, as provided by the Commission, are sufficient to represent the full scope of work needed.
- E-manifesting is acceptable to ComEd.
- Limited spot oversight, as previously indicated in “Services of Consultant”, is acceptable to ComEd. If ComEd requires additional oversight, a change order will be requested.
- The due diligence review and soil sampling already completed is sufficient in meeting ComEd requirements.
- Contractors performing the work will provide haul trucks to support disposal of dry and wet/HVAC spoil disposal.
- Arcadis will pay landfill/disposal facility tipping fees.
- Additional soil sampling is not required to support disposal for this work.
- Communication and data sharing for work performed will be inclusive and will include ComEd and the Commission simultaneously.
- Private utility location is not required.
- Hazardous materials will not be required.
- Spoil disposal in the ComEd corridor, for which a volume discount has been obtained, will commence before October 2026. Otherwise the negotiated volume discount is considered void.
- The duration for soil disposal will not exceed 2-years.

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

None

**4. Commencement Date:**

May 21, 2026

**5. Completion Date:**

As needed, based on the WaterLink Pipeline Project construction schedule.

**6. Submittal Schedule:** None.

**7. Key Project Personnel:**

Nicole Gerwing

Wei-Lin Feng, PE, PG

Jeanne Krueger, PMP, MSP

**8. Contract Price:**

For providing, performing, and completing all Services, an amount equal to Consultant's Direct Labor Costs for all Services rendered by principals and employees engaged directly on the Project, plus an amount equal to the actual costs of all Reimbursable Expenses. The following cost breakdown set forth opposite each task:

		Task 1 - Spoils Disposal - ComEd Corridor	
Role	Rate	Quantity	Cost
Engineer/Scientist Director	\$324.00	30	\$9,720
Principal Scientist	\$264.00	45	\$11,880
Project Scientist	\$180.00	987	\$177,600
Sr Scientist/Geologist	\$191.00	16	\$3,056
Staff Engineer, Sci, Architect	\$170.00	80	\$13,600
Project Assistant II	\$138.00	50	\$6,900
Project Assistant I	\$127.00	545	\$69,215
<b>Labor Total (hours):</b>		<b>1753</b>	<b>\$291,971</b>
<b>Other Subcontractor and Direct Costs (ODC)</b>			
Vehicle Rental (day)	\$100.00	12	\$1,200
Fuel (day)	\$50.00	12	\$600
Parking/Toll (day)	\$10.00	0	\$0
Dry Spoils Disposal - Baseline	\$30.50	0	\$0
Dry Spoils Disposal - Waste Management - Year 1 - Volume Discount	\$24.00	100000	\$2,400,000
Dry Spoils Disposal - Waste Management - Year 2 - Volume Discount	\$25.80	76000	\$1,960,800

Wet Spoils Disposal - LRS (ton) - Includes estimated fuel surcharge and environmental fees per invoice to base rate	\$132.00	24000	\$3,168,000
Hydrovac Washout - LRS (each) estimated	\$75.00	60	\$4,500
Markup	4.5%		\$339,080
<b>ODC Total:</b>			\$7,874,180
<b>Overall Total:</b>			\$8,166,151

Notwithstanding the foregoing, the total not-to-exceed Contract Price shall be \$8,166,151.00. The contact price may be adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.

**9. Payments:**

Direct Labor Costs shall mean the billing rate of all Consultants personnel including all professionals whether owners or employees, engaged directly on the Project.

Reimbursable Expenses shall mean the actual expenses incurred by Consultant directly or indirectly in connection with the Project, including expenses for transportation, telephone, postage, computer time and other highly specialized equipment, reproduction and similar Project related items.

**10. Modifications to Contract:**

None

**11. Attachments:**

None

Approval and Acceptance: Acceptance and approval of this Task Order, including the attachments listed above, shall incorporate this Task Order as part of the Contract.

The Effective Date of this Task Order is May 21, 2026.

**DuPAGE WATER COMMISSION**

By: \_\_\_\_\_

Paul D. May, P.E.  
General Manager

**DESIGNATED REPRESENTATIVE FOR TASK ORDER:**

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

**ARCADIS US, Inc.**

By: \_\_\_\_\_

Jeanne Krueger  
Vice President

**DESIGNATED REPRESENTATIVE FOR TASK ORDER:**

Name: Nicole Gerwing  
Title: Senior Geologist  
Address: 2800 W. Higgins Rd, Suite 1000  
Hoffman Estates, IL 60169  
E-mail Address: [Nicole.Gerwing@arcadibus.com](mailto:Nicole.Gerwing@arcadibus.com)  
Phone: 352-817-3735

**SUBJECT**  
DuPage Water Commission Water Link Project  
ComEd Corridor Support  
Various, DuPage County, Illinois

**TO**  
Jeff Loster, P.E.

**DATE**  
May 8, 2026

**OUR REF**  
TBD

**COPIES TO**  
Jeanne Krueger, Arcadis  
Dale Ellingson, P.E., Arcadis  
Wei-Lin Feng, P.E., P.G., Arcadis

**FROM**  
Nicole Gerwing  
352-817-3735  
[Nicole.gerwing@arcadis.com](mailto:Nicole.gerwing@arcadis.com)

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In response to the DuPage Water Commission's (DWC) request, Arcadis has prepared this proposal to include our proposed scope of work, budget and schedule to support spoil disposal at the above referenced project. Arcadis understands a portion of the Water Link Project routes a pipeline through utility corridors currently under Commonwealth Edison Company (ComEd) ownership. Arcadis understands the majority of mechanically excavated soil generated during this project at both ComEd corridors will be utilized as backfill; however, excess soil will remain which will require disposal at a Subtitle D landfill. In accordance with ComEd Environmental Services Department (ESD) requirements, Arcadis understands all excess spoils generated from ComEd corridors must be disposed of at a ComEd ESD approved disposal facility.

## Background

The DWC engaged with ComEd regarding portions of the Water Link Project which route through ComEd corridors. Arcadis understands ComEd advised the DWC that haul-off of spoil generated during construction must be managed by a ComEd approved Environmental Contractor of Choice (ECOC). Arcadis is a ComEd approved ECOC.

In accordance with ComEd ESD requirements, Arcadis performed a due diligence review of the ComEd corridors work locations. The purpose of the due diligence review is to determine the sampling requirements via a risk-based approach approved by ComEd's Environmental Service Department (ESD) and to support Site specific waste profiling. Results of our due diligence review indicate one (1) project work area is located in an un-cleared potential high-risk location within the ComEd corridors and pre-work soil sampling was required at this location.

Arcadis collected one (1) soil sample from the potential high-risk work location in the ComEd ESD corridor using hand tools and submitted the soil sample for laboratory chemical analysis. Based on analytical results, there are no special safety or disposal considerations required, and Arcadis anticipates that the excess generated soil will be accepted by a ComEd ESD approved Subtitle D landfill as non-hazardous. Arcadis understands DWC will likely be listed as the generator for spoils generated for disposal in ComEd corridors.

In addition, Arcadis collected two (2) additional soil samples from arbitrary locations within corridors owned by others for purpose of construction worker hazard assessment and waste profile development. The other corridors are generally considered greenspace, based on our project drawings review and comparing to the ComEd due diligence data layer. The two samples collected for the DWC benefit indicate there are no special handling, disposal, or construction worker considerations.

This proposal includes the discussed scope of work, assumptions, schedule, and cost estimate to support spoil disposal at the subject project.

### **Scope of Work**

The scope of work for this project will consist of the following tasks:

- Arcadis will update our Site-specific Health and Safety (H&S) plan to guide our work.
- Arcadis will review construction practices for general environmental compliance when onsite.
- Arcadis will utilize waste profiles developed using analytical data discussed above in support of soil disposal. Arcadis will finalize waste profiling as follows:
  - DWC (likely, to be determined) Generator for ComEd owned corridors –Waste Management Laraway, Joliet IL (Dry) and LRS/Heartland, Forest View, IL (Wet/HVAC).
- Arcadis will coordinate delivery of HVAC loads to LRS/Heartland with a minimum 24-hours advance notice.
- Arcadis will document our field activities while onsite.
- Arcadis will perform project management, communicate and provide waste tracking to ComEd for work within their corridors, and attend conference calls with the DWC and ComEd as needed.

### **ComEd Corridors**

- Based on Arcadis' due diligence review in connection with the pre-work soil sampling performed, the Water Link Project work areas within the ComEd corridors are considered low-risk or "cleared" potential high-risk. Therefore, Arcadis plans to mainly support disposal via electronic manifesting (i.e., E-Manifesting) as permitted by ComEd for Sites that have been considered cleared or "low-risk".
  - Arcadis proposes to provide up to ten (10) days of spot oversight for work performed within ComEd corridors. In -person manifesting will be performed on the days of spot oversight. It is anticipated scheduled days of spot-oversight schedule will be communicated at least 24-hours in advance to allow for planning.

- Spot oversight will be performed in order to provide ComEd verification to logistics or performance of activities conducted within ComEd owned corridors.
- Arcadis will be authorized by the DWC to sign manifests on behalf of the DWC as the generator, should DWC be identified as the generator. Should the DWC identify another entity as the generator for this effort, Arcadis will be authorized by the other entity to sign manifests on their behalf.
- Arcadis will provide dated and numbered manifests to the DWC's contractor electronically via email for execution. The DWC understands their contractor will send copies of executed manifests back to Arcadis (electronically) so we may upload them to the ComEd ESD waste tracking portal.
- The DWC understands their contractor will provide Arcadis with at least 24-hours advance notice of anticipated disposal need so Arcadis is allowed to coordinate with the accepting facilities, prepare manifests, and schedule any spot field support, as needed.

## Assumptions

Arcadis will conduct the proposed scope of work under the following assumptions:

- Disposal quantities were provided to Arcadis by the DWC, and include an allowable 15% contingency to account for overage in soil that cannot be reused as backfill at the Site.
- E-manifesting is acceptable to both ComEd and the DWC. Spot oversight will be conducted at a limited basis for work within ComEd corridors only.
- Following approval to proceed, Arcadis will engage ComEd for verification the limited spot oversight is acceptable. Should ComEd require additional oversight be conducted, Arcadis will work with the DWC to provide a change order to support in-field manifesting at the frequency required by ComEd.
- The due diligence review and soil sampling completed in support of ComEd corridor hazard assessment and waste profiling is sufficient to meet the needs of ComEd and this project.
- ComEd disposal initiatives will be handled separate from disposal of CCDD, generated from non-ComEd owned corridors as part of this project.
- CCDD generated from non-ComEd owned corridors will be managed by the DWC contractor and Arcadis' assistance is not required for completion or submittal of LPC-PA25 and LPC-662 forms.
- Contractors performing work onsite and within ComEd corridors on behalf of the Commission will provide haul trucks to support disposal of dry and wet/HVAC spoil disposal.
- Arcadis will pay landfill /disposal facility tipping fees.

- Additional soil sampling is not required to support either ComEd corridor disposal or non-ComEd CCDD disposal for this project.
- Communication and data sharing by Arcadis for work performed along ComEd owned corridors will be inclusive and will include both the DWC and ComEd simultaneously.
- Private utility location is not required.
- Hazardous materials disposal will not be required.
- Spoil disposal for the ComEd corridor for which a volume discount has been obtained will commence before October 2026. Otherwise, the negotiated volume discount is considered void.
- Following 1-year from the date of the executed waste profile for ComEd corridor, the volume discount will rate will increase slightly.
- It is assumed the duration for disposal of spoil within the ComEd corridor or other corridor will not exceed 2-years.

### **Schedule**

Arcadis will begin the work immediately after receiving authorization to proceed from the DWC via standard protocol between Arcadis and the DWC, in connection with the contractor schedule at the Site. Following authorization to proceed and receipt of identified generator, Arcadis will finalize dry and wet/HVAC profiles with the appropriate party listed as the generator for work within ComEd corridors. Arcadis understands the generator (to be determined) will authorize Arcadis to sign waste profiles on their behalf.

### **Cost Estimate**

Based upon the scope of work proposed, Arcadis has developed the following estimate for completion of work at the Site, using Time & Materials rate schedule not to exceed \$8,166,151.

DuPage Water Commission – Spoil Disposal Support  
 Water Link – ComEd & Other Corridors  
 May 8, 2026

Role	Rate	Task 1 - Spoils Disposal - ComEd Corridor		Total	
		Quantity	Cost	Unit	Cost
Engineer/Scientist Director	\$324.00	30	9,720	30	9,720
Principal Scientist	\$264.00	45	11,880	45	11,880
Project Scientist	\$180.00	987	177,600	987	177,600
Sr Scientist / Geologist	\$191.00	16	3,056	16	3,056
Staff Engineer, Sci, Architect	\$170.00	80	13,600	80	13,600
Project Assistant II	\$138.00	50	6,900	50	6,900
Project Assistant I	\$127.00	545	69,215	545	69,215
<b>Labor Total (hours):</b>		<b>1,753</b>	<b>291,971</b>	<b>1,759</b>	<b>291,971</b>
<b>Other Subcontractor and Direct Costs</b>					
Vehicle rental (day)	\$100.00	12	1,200	12	1,200
Fuel (day)	\$50.00	12	600	12	600
Parking/Toll (day)	\$10.00	0	0	0	0
Dry spoils Disposal - Baseline	\$30.50	0	0	0	0
Dry spoils disposal - Waste Management - Year 1 - Volume Discount for ComEd corridors	\$24.00	100,000	2,400,000	100,000	2,400,000
Dry spoils disposal - Waste Management - Year 2 - Volume Discount for ComEd corridors	\$25.80	76,000	1,960,800	76,000	1,960,800
Wet spoils disposal - LRS (ton) (includes estimated fuel surcharge and environmental fees per invoice to base rate)	\$132.00	24,000	3,168,000	24,000	3,168,000
Hydrovac washout - LRS (each) (estimated)	\$75.00	60	4,500	60	4,500
Markup	4.5%		339,080	0	339,080
<b>ODC Total:</b>			<b>7,874,180</b>	<b>0</b>	<b>7,874,180</b>
<b>Subtotal:</b>			<b>8,166,151</b>	<b>TOTAL:</b>	<b>8,166,151</b>

DuPage Water Commission – Spoil Disposal Support  
Water Link – ComEd & Other Corridors  
May 8, 2026

### **Contract Terms and Conditions**

This proposal shall be governed by the terms and conditions included in Contract between DuPage Water Commission and Arcadis US for General Engineering Services for the DuPage Water Commission dated November 17, 2013.

### **Approval and Acceptance**

Arcadis appreciates the opportunity to submit this proposal memo for your consideration. If our proposal is acceptable as presented, please provide contract authorization to proceed. Arcadis looks forward to working with you on this project. If you have questions regarding this proposal, please call Nicole at (352) 817-3735.



**Resolution #:** R-49-26

**Account:** 01-60-627000

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

**RCB RCB CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 5/14/2026

**Description:** **A Resolution Approving and Ratifying Certain Task Order Amendments Under a Master Contract with Arcadis USA, Inc. to Perform a Risk & Resilience Assessment and Development of an Emergency Response Plan**

**Agenda Section:** Engineering & Construction

**Originating Department:** Administration

In accordance with America's Water Infrastructure Act (AWIA) of 2018, in 2020 The Commission prepared a Vulnerability Assessment (VA), developed a Risk and Resiliency Assessment (RRA), and generated the Emergency Response Plan (ERP), and a Crisis Communication Plan (CCP) with the assistance of a consultant, culminating in providing certification of these documents upon submittal to the EPA. Much of the original document content is now outdated and no longer accurate; and the RRA and ERP are in need of updating to meet emerging needs including the important cybersecurity improvement initiatives suggested by the Cybersecurity & Infrastructure Security Agency (CISA). Therefore, staff has determined it is important that a thorough review and update be performed to ensure full compliance with regulatory standards, and that any new, updated, or emerging standards and requirements are properly addressed in an updated document, and has budgeted \$250K for this purpose.

Staff has solicited the services of Arcadis USA, Inc., having performed well in the preliminary tasks, to perform a complete RRA and develop a living ERP document, at an estimated cost of \$210,000. For reference purposes, the 2020 effort to develop the original documents was at a cost to the Commission of \$199,000. It is also worth mentioning that staff has submitted a grant application to the EPA in the amount of \$225,000 for this work and is presently awaiting a response of acceptance.

### **Recommended Motion:**

To adopt R-49-26 for Performing a Risk & Resilience Assessment and Development an Emergency Response Plan by Arcadis USA, Inc., at an estimated cost of \$210,000.

**DUPAGE WATER COMMISSION**

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**RESOLUTION NO. R-49-26**

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**A RESOLUTION APPROVING AND RATIFYING  
CERTAIN TASK ORDERS AMENDMENTS UNDER A MASTER CONTRACT WITH ARCADIS USA, INC.**

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

WHEREAS, the Commission entered into a contract with Arcadis USA, Inc. (the Consultant) to provide, from time to time, professional engineering services in connection with the design and construction of extensions and improvements to the Waterworks System and other projects of the Commission (the "Master Contract"); and

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

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 Task Order 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 Consultant, that the circumstances said to necessitate the Task Orders were not reasonably foreseeable at the time the Master Contract was signed, the Task Orders are germane to the Master Contract as signed, and/or the Task Orders are in the best interest of the DuPage Water Commission and authorized by law.

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

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

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.

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

ATTEST:

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

Board/Resolutions/2026/R-49-26.docx

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EXHIBIT 1

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Arcadis USA, Inc. Proposal

## **SECOND AMENDMENT TO TASK ORDER NO. 01**

In accordance with Section 1.1 of the Master Contract for Professional Engineering Services, the DuPage Water Commission (Owner) and Arcadis US (the Consultant), Owner and Consultant agree to amend Task Order No. 01 to the Contract agree as follows:

### **1 . Project:**

Gap Analysis of the Risk & Resiliency Assessment & Emergency Response Plan, Grant Application, Risk and Resilience Assessment and Emergency Response Plan Refresh

### **2 . Services of Consultant:**

#### **Task 1 - Data Collection and Gap Analysis (COMPLETED)**

Arcadis will conduct a thorough Gap Analysis of DWC's compliance with the RRA and ERP requirements as outlined in AWIA and USEPA guidance. Our team will gather data on DWC's system and the latest RRA, along with the latest water system ERP, to serve as the foundation for the gap analysis. Additionally, Arcadis will review DWC's current documents, plans, policies, and procedures. We will request further materials from DWC as needed to complete this analysis. To ensure adherence to the regulatory schedule, it is recommended that the gap analysis be expedited. Arcadis will utilize our gap analysis tool, which has been successfully applied to over a dozen water utilities, and tailor it specifically to DWC to maximize efficiency and meet the September 30, 2025, deadline.

#### **Task 2 – Grant Application (COMPLETED)**

Arcadis will facilitate a one-hour project Kickoff Meeting with DWC to review application scope, schedule, objectives, and data collection needs. A list of project data collection and information needs will be provided to DWC prior to the Kickoff meeting.

To accomplish the Grant Application portion of this task, our team will work with DWC staff to obtain information for the application. Information to be requested during this process includes confirmation of registration to the Grants.gov and SAM.gov webpages, identifying information (UEI, DUNS numbers, etc.), and demographic and financial information for DWC as examples.

Arcadis will conduct a thorough review of grant application requirements and stated objectives and align them with DWC's goal of augmenting its RRA/ERP/CCP with the results of the gap analysis performed by Arcadis under a different scope. Arcadis will prepare all documentation related to the grant, including:

- Standard certifications and forms (SF-424, Key contacts Form 5700-54, etc.)
- Project Narrative / Work Plan
- Project Budget
- Environmental Review as relevant

Our team will use the data collected from the latest RRA, along with the latest water system ERP, to serve as the foundation for the work plan and budget. We will request further materials from DWC as needed to complete this analysis.

It should be noted by DWC that the notice of selection for the grant is anticipated to take place in March 2026, with awarded funds to be distributed in May 2026. As this is occurring after the recertification deadline of September 30, 2025, Arcadis will coordinate with all relevant agencies to ensure DWC remains compliant throughout this process.

Our team will facilitate a virtual meeting with DWC to review the application package and address any comments or concerns. This task is estimated to be completed within one month of Notice to Proceed.

Task 2 - Deliverables

- Complete grant application package

Task 2 - Assumptions

- This grant application will focus on the Midsize and Large Drinking Water System Infrastructure Resilience and Sustainability Program
- DWC submits the information requested within seven working days of the Kickoff Meeting.
- DWC has active registrations to relevant websites and programs (Sam.gov, Grants.gov, etc.).
- Protecting the Confidentiality of Information. Arcadis understands the importance of protecting confidentiality of DWC sensitive information. Arcadis uses a dedicated, secure file exchange project site to serve as a central repository for project information and files. Only project team members with a direct project need of sensitive information will have access to these files.

**Task 3 – Risk and Resiliency/Emergency Response Plan Refresh – as per Arcadis Proposal dated 5/1/2026**

- (Subtask 1) Consultant will conduct a Risk and Resilience Assessment (RRA) following America’s Water Infrastructure Act (AWIA) utilizing the AWWA J100-21 standard, including cyber security specific resilience assessments utilizing USEPA’s Water Cybersecurity Assessment Tools (WCAT).
  - Meet with Owner at various times to discuss findings
  - Provide Reports and Recommendations to Owner
- (Subtask 2) Consultant will update the Emergency Response Plan
  - Including findings of the RRA
  - Develop a base plan structure to identify all potential hazards and responses
  - Provide Draft and Final Emergency Response Plans

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

None

**4. Commencement Date:**

May 26, 2026

**5. Completion Date:**

October 31, 2026

**6. Submittal Schedule:**

To Be Developed

**7. Key Project Personnel:**

Jeanne Krueger, PMP, MSP – Contract Manager  
 Susan Wyatt, IAM – Project Manager  
 Anthony Smurlo, PE, BCEE – Technical Advisor  
 Corinne Ketchum, PE – QA/QC  
 Sarah Maistros, PE, WEDG – RRA Lead  
 Jackson Parker – ERP Support

**8. Contract Price:**

For providing, performing, and completing each phase of Services, an amount equal to Consultant’s Direct Labor Costs times the following factor set forth opposite each such phase, plus an amount equal to the actual costs of all Reimbursable Expenses, but not to exceed, in each phase of Services, the following not to exceed amount set forth opposite each such phase except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract:

<u>Task</u>	<u>Estimated Expense</u>
Task 1 - Data Collection and Gap Analysis	\$20,000
Task 2 – Grant Application	\$10,000
<i>Task 3 – RRA / ERP Refresh</i>	<i>\$210,000</i>
<b><i>Total Estimated Expense</i></b>	<b><i>\$240,000</i></b>

**9. Payments:**

Direct Labor Costs shall mean the billing rate of all Consultants personnel including all professionals whether owners or employees, engaged directly on the Project.

Reimbursable Expenses shall mean the actual expenses incurred by Consultant directly or indirectly in connection with the Project, including expenses for transportation, telephone, postage, computer time and other highly specialized equipment, reproduction and similar Project related items.

**10. Modifications to Contract:** None

**11. Attachments:** None

12. Approval and Acceptance: Acceptance and approval of this Task Order, including the attachments listed above, shall incorporate this Task Order as part of the Contract.

The Effective Date of this Task Order is May 22, 2026.

**DuPAGE WATER COMMISSION**

By: \_\_\_\_\_

Paul D. May, P.E.  
General Manager

**DESIGNATED REPRESENTATIVE FOR TASK ORDER:**

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

**ARCADIS US, Inc.**

By: 

\_\_\_\_\_  
Jeanne Krueger, PMP/MSP  
Vice President

**DESIGNATED REPRESENTATIVE FOR TASK ORDER:**

Name: Jeanne Krueger  
Title: Vice President  
Address: 225 South Wacker Dr., Suite 2015  
Chicago, IL 60604  
E-mail Address: [jeannie.krueger@arcadibus.com](mailto:jeannie.krueger@arcadibus.com)  
Phone: 773-805-4062

## 1. Transmittal Letter

DuPage Water Commission  
600 E Butterfield Rd  
Elmhurst, IL 60126  
Attn: Chris Bostick  
Manager of Water Operations

Arcadis U.S., Inc.  
200 South Michigan Avenue  
Suite 2000  
Chicago  
Illinois 60604  
Phone: 312 917 1000  
Fax: 312 583 1914  
[www.arcadis.com](http://www.arcadis.com)

Date: May 1, 2026

Subject: **Risk & Resiliency Assessment, Emergency Response Plan Refresh**

Dear Mr. Bostick:

Arcadis U.S., Inc. is pleased to submit this proposal to support the DuPage Water Commission's **Risk & Resiliency Assessment (RRA) and Emergency Response Plan (ERP) Refresh**, in accordance with the requirements of the America's Water Infrastructure Act (AWIA). This proposal reflects our understanding of DuPage Water Commission's system, regulatory obligations, and commitment to maintaining a resilient and reliable water supply for the communities you serve.

Arcadis brings extensive experience supporting utilities nationwide with AWIA-compliant risk and resilience assessments, emergency response planning, and cybersecurity evaluations. Our proposed approach emphasizes efficiency, collaboration with DWC staff, and development of clear, user-friendly deliverables that support regulatory compliance while providing practical, actionable insights. Leveraging the AWWA J100 methodology, EPA-recommended tools, and our deep bench of water-sector and emergency management professionals, we will tailor our work to DWC's unique system characteristics and operational priorities.

This proposal outlines a comprehensive yet streamlined approach to updating the Emergency Response Plan and supporting enhanced resilience planning within an expedited schedule. Our team is available immediately and fully committed to delivering high-quality results that meet DWC's objectives, regulatory deadlines, and expectations for effectiveness and value.

We appreciate the opportunity to submit this proposal and look forward to continuing our collaboration with the DuPage Water Commission. Should you have any questions or wish to discuss any aspect of this proposal, please do not hesitate to contact us.

Sincerely,

Arcadis U.S., Inc.

  
Susan Wyatt, IAM  
Project Manager  
[susan.wyatt@arcadis.com](mailto:susan.wyatt@arcadis.com)  
614 985 9171

  
Jeanne Krueger, PMP, MSP  
Contract Manager  
[jeannie.krueger@arcadis.com](mailto:jeannie.krueger@arcadis.com)  
713 582 9332

## 2. Consultant’s Background

Arcadis boasts a robust utility risk and resilience task force that has successfully supported 39 utilities in achieving AWIA compliance, with numerous other projects currently underway. Our extensive experience spans utilities serving from 3,300 to over eight million customers across the United States and Puerto Rico. This breadth of experience is essential for conducting thorough and accurate assessments. We have developed efficient tools and templates for RRAs and ERPs, continuously refining our approach to deliver maximum value and efficiency to our clients by identifying and utilizing reliable information resources.

For over 20 years, Arcadis has worked extensively with large, medium, and small water utilities to implement security and emergency preparedness programs, assisting clients to decrease risk and increase resilience throughout their systems.

The adjacent table highlights AWIA projects supported by our proposed team.

Client Name	J100-Based RRA	Cybersecurity	RRA Gap Analysis	Risk Mitigation	Emergency Response Plan Gap Analysis	Emergency Response Planning Support	Training, Exercises, Ongoing Consulting
Los Angeles Department of Water & Power, CA	●	●		●	●	●	
City of South Bend, South Bend, IN	●	●	●	●	●	●	●
Water Supply Bureau, Akron, OH	●	●	●	●	●	●	●
Birmingham Water Works, Birmingham, AL	●	●		●	●	●	●
Buffalo Water Board, Buffalo, NY	●	●		●	●	●	
Department of Utilities, Chesterfield County, VA	●	●		●			
Department of Public Utilities, Columbus, OH	●	●		●	●	●	●
Cleveland Water Department, Cleveland, OH	●	●	●	●			
Del-Co Water Company, OH	●	●	●	●	●	●	●
Tarrant Regional Water District, Fort Worth, TX	●	●		●	●	●	
East Valley Water District, Highland, CA	●	●	●	●	●	●	●
Department of Public Utilities, Hollywood, FL	●	●		●	●	●	●
Lynchburg Water Resources, Lynchburg, VA	●	●		●			
Department of Water Works, Michigan City, IN	●	●		●	●	●	●
New York City Department of Environmental Protection, New York, NY	●			●			
Portsmouth Public Utilities Portsmouth, VA	●	●	●	●	●	●	
San Antonio Water Systems, San Antonio, TX	●	●		●	●	●	●
Puerto Rico Aqueduct & Sewer Authority, San Juan, Puerto Rico	●	●		●	●	●	
City of Bloomington Utilities, Bloomington, IN		●	●	●	●	●	
Virginia Beach, VA	●	●	●	●	●	●	
Washington Suburban Sanitary Commission, MD	●	●		●			●

### 3. Approach

#### Project Understanding and Strategic Approach

AWIA introduced new requirements for evaluating water system risk and emergency response planning. As mandated by the U.S. Environmental Protection Agency (USEPA), community water systems must adopt an all-hazards risk assessment approach to ensure resilience, focusing on the hazards and functions illustrated in the figure to the right.

The DuPage Water Commission (DWC) serves approximately 850,000 customers in 23 (soon to be 26) communities with potable water sourced from the City of Chicago via Lake Michigan. Utilities serving populations over 100,000 were required to complete the RRA by March 31, 2025, with a recurring five-year cycle. The ERP is due six months after the RRA certification, with an ERP deadline no later than September 30, 2025.

Arcadis brings a fresh perspective, and lessons learned to support your success. Our approach to supporting DWC in returning to compliance and meeting its objectives will be both efficient and effective. By concentrating on critical aspects of water system components and service objectives, we will ensure comprehensive coverage based on function, location, type, representative aspects, and standard components applied system wide. This work will be conducted in close collaboration with DWC staff, adhering to a five-month combined schedule.



**We have incorporated efficiencies and optimized tasks to deliver the best value to DWC. Cost and time benefits to DWC are incorporated in our approach.**

Arcadis employs high-quality, user-friendly documentation tailored to DWC’s unique characteristics and challenges. We have refined and streamlined our approach based on experience to provide *maximum value and efficiency for our clients*. We leverage our nationwide expertise to solve complex water system challenges and engage our nationally recognized technical experts when and where it best serves each client.

#### Client Satisfaction

At Arcadis, we understand that client satisfaction is the ultimate measure of a project’s success. To achieve this, we prioritize employing experienced and qualified staff who are committed to delivering projects on time, within budget, and with full management support. Our senior leadership ensures key personnel will focus on your project, and that adequate support staff will be available to meet your project objectives.

#### Adaptive Staffing

We also recognize that selecting the most capable individuals to work on your project and achieve DWC’s goals and objectives begins with a thorough understanding of the scope of work as well as DWC’s specific needs and expectations. Therefore, we have carefully assembled a dedicated team of professionals. In addition to the resources listed, Arcadis has a deep bench of staff resources available as project needs arise. We have over 30 fully trained Emergency Management staff available to assist as needed.

#### Project Plan

This project, as outlined in the tasks below, will assist the DWC in reassessing water system risk and resilience, ensuring compliance with the RRA and ERP elements of AWIA.

Requested Task
<b>Task 1</b> - Conduct a Risk and Resilience Assessment: AWIA compliant and using recommended industry standards.
<b>Task 2</b> – Update the Emergency Response Plan: following USEPA and FEMA guidance and including detection and mitigation strategies, resources, and Incident Specific Response Plans (ISRPs).

## Task 1 - Conduct a Risk and Resilience Assessment (*Duration – 4 Months*)

If authorized, Arcadis will conduct a utility wide all-hazard RRA in accordance with AWIA. With our extensive technical expertise and experience, Arcadis is well equipped to support compliance with AWIA within an expedited schedule. We will leverage our knowledge of DWC’s systems and processes as well as an understanding of municipal water systems of varying sizes and complexity to tailor our approach for the best project outcomes.

To conduct the RRA, Arcadis will utilize the AWWA J100-21 standard, providing a cost-effective approach to meet AWIA requirements. Additionally, Arcadis will facilitate the completion of U.S. EPA’s *Water Cybersecurity Assessment Tool (WCAT)* with DWC to address and comply with the cyber and business continuity elements (financial and communication) of AWIA.

**Arcadis has the depth and breadth of high-quality technical expertise and experience to provide accurate and actionable results. We will leverage our understanding of municipal water systems, efficiencies gained from our work on other large, medium, and small system RRAs, and other related work efforts to adapt our approach to meet your project goals.**

**Risk and Resilience Assessment.** Arcadis will use a workshop-based approach, collaborating with staff to ensure an accurate and thorough assessment as well as ensure that your staff understand the methodology, assumptions, and conclusions. Positive feedback has been received about our approach, noting that discussions during the workshops provide great insights around utility risk. Following the J-100 process, your critical assets and relevant threats will be identified, potential consequences of various threat scenarios will be considered, existing vulnerabilities will be evaluated, and activities that could mitigate top risks will be discussed. To make the best use of time, we will use a variety of publicly available information sources that we’ve found to be helpful when completing RRAs for other utilities and use the workshops to verify the content with utility staff and local stakeholders.

The RRA will assess the following elements (if applicable):

- ✓ All hazard assessment, including malevolent acts, natural hazards, and technological hazards
- ✓ Resilience of water facility infrastructure (including pipes and constructed conveyances, physical barriers, source water, water collection and intake, pretreatment, treatment, storage and distribution facilities, electronic, computer or other automated systems (including the security of such systems) utilized by the system
- ✓ Monitoring practices of the system
- ✓ Business Information Technology networks, both physical and cyber
- ✓ Industrial Control Systems network
- ✓ Networks and Electronic Security System
- ✓ Financial infrastructure of the system (i.e., billing systems)
- ✓ Use, storage, or handling of various chemicals by the system
- ✓ Operation and maintenance of the system
- ✓ Unintentional human caused risks, such as hazardous chemical spills, incorrect system operation, critical component failure, etc.
- ✓ All hazards threat assessment of utility interruptions (including power outages, communications outages), supply chain, employee staffing issues (illness, strike), customers, transportation, proximity, etc.
- ✓ Review and assess current emergency response plan and perform a gap assessment and make recommendations based on findings for best emergency response planning methodology based on the ANSI/AWWA G440 standards

**Cybersecurity Assessment.** For cyber assets, we will hold a cyber-specific kickoff with your IT/OT staff to introduce the U.S. EPA’s *Water Cybersecurity Assessment Tool (WCAT)* which will be completed by DWC and returned to us. Completion of WCAT is one of the U.S. EPA’s recommended options to demonstrate compliance with the agency’s recent executive order for the assessment of cybersecurity resilience during drinking water sanitary surveys. We will schedule a follow-up meeting with our cybersecurity specialist to walk through the results and include this summary in the RRA Report and Recommendations document.

**RRA Report and Recommendations.** Arcadis will prepare a draft report of the RRA results and distribute electronic copies to DWC for review and comment. Arcadis will incorporate or respond to one round of consolidated comments, as appropriate. A review meeting will be held to facilitate discussion and address comments as needed. A final report will be prepared and distributed as outlined previously in this proposal.

Arcadis will develop an RRA that is tailored for your water systems' needs and organized in a user-friendly format to promote efficient and effective assessment review and update on a five-year cycle.

**Risk Mitigation.** Risk mitigation identified in the RRA will include specific responses identified for inclusion in the ERP as specified in AWIA. The following sections of AWIA Section 2013 "(b) Emergency Response Plan" will be identified in the RRA (Task 2) and include an analysis and assessment of the following (if applicable):

1. Strategies and resources to improve the resilience of the system, including the physical security and cyber security of the system.
2. Actions, procedures, and equipment which can obviate or significantly lessen the impact of a malevolent act or natural hazard on the public health and the safety and supply of drinking water provided to communities and individuals, including the development of alternative source water options (acknowledge this is already underway for DPWC), relocation of water intakes, and construction of flood protection barriers
3. Strategies that can be used to aid in the detection of malevolent acts or natural hazards that threaten the security or resilience of the system

## Task 2 – Update the Emergency Response Plan (Duration ~ 4 months)

For this task, Arcadis will use current, tested water sector and emergency preparedness and response plan guidance, combined with our extensive experience developing comprehensive, all-hazards ERPs for numerous utilities in the U.S. Following our proposed approach, ERP updates will include review of data collected in previous tasks, interviews, and development and submittal of Draft and Final ERPs. We acknowledge that some of the items mentioned in the law do not apply to DuPage Water Commission.

DWC's updated ERP will include the following elements in compliance with AWIA:

- ✓ Summary of findings of the RRA (summarized to meet the objectives of AWIA while maintaining the security of the information)
- ✓ Strategies and resources to improve the resilience of the system, including the physical security and cybersecurity of the system
- ✓ Actions, procedures, and equipment which can be obviate or significantly lessen the impact of a malevolent act or natural hazard in the public health and safety and supply of drinking water provided to communities and individuals, including the development of alternative source water options (acknowledge this already is underway for DPWC), relocation of water intakes, and construction of flood protection barriers
- ✓ Plans and procedures that can be implemented, and identification of equipment that can be utilized, in the event of a malevolent act or natural hazard that threatens the ability of DWC's system to deliver an adequate supply of safe drinking water
- ✓ Information on required coordination with local emergency planning committees (LEPCs) as established under the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) in compliance with AWIA

In addition, the ERP will include information regarding AWIA requirements that community water systems receive prompt notification of any reportable release of an extremely hazardous substance or a hazardous substance that potentially affects source water by the State Emergency Response Commission.

Arcadis will develop an ERP that is tailored for your needs and organized in a user-friendly format to promote efficient and effective resilience of water system operations in the event of an emergency.

**Emergency Response Plan Structure.** We propose that the structure of your updated ERP includes a base plan that describes DWC's all-hazards response structure and procedures to allow for consistent response protocols to emergency events. Effective response to an emergency event requires consistent protocols and response actions among organizational levels and geographies affected. At a minimum, the ERP structure should include an executive summary, core plan elements, emergency contacts, incident command, logistics, finance and administration, business continuity, and regulatory cross reference materials.

**Planning Meeting.** A task-specific kickoff meeting will be held at the onset of the ERP task. Key elements of the kick-off meeting will include a review of the scope and schedule for the task, the desired plan format and outline, and identification of response partners to include in interviews.

**Interviews.** Interviews will be conducted with response partners and key staff in group settings to establish and discuss National Incident Management System (NIMS) building blocks for response such as DWC’s Incident Management Team command and control structure, roles, and responsibilities; Emergency Action Levels, Emergency Operations Centers, and other response elements and needs across the organization and communities you serve.

Interview topics will also include financial emergency procurement procedures and policies, resource and logistics management, communications, emergency management agency structure and integration, and other common elements included in the base plan. A list of topics and questionnaires will be coordinated with DWC for interview facilitation purposes.

**Draft and Final ERP.** Draft ERPs will be completed and submitted for DWC’s review and comment. DWC will submit comments on the draft plan. In addition to interviews, the project team will hold initial, mid-project, and final planning meetings to answer questions and discuss comments throughout plan development.

## 4. Quality Assurance/Quality Control

Technical quality starts at the beginning of the job in assigning the right personnel and setting the proper criteria. The Arcadis team implements a quality control plan for all projects. Deliverables are submitted into senior technical review prior to submittal. In addition, a senior technical editor reviews and formats all deliverables.

Our Quality Assurance and Quality Controller for the project, Corinne Ketchum, will provide guidance and support to the project team. This designated person is an expert in risk and resilience assessments as well as emergency response and preparedness planning. Ms. Wyatt, the project manager, will be responsible for overseeing the project and making sure the project is completed according to the agreed upon schedule and budget. Arcadis will perform project management activities based on best practices from the Arcadis Certified Project Manager program. Arcadis will perform project quality assurance/ quality control activities in the following areas:

Initiate Project	Prepare an internal Project Management Plan for execution of the project.
Monitor and Control Project	Keep the DWC Project Manager up to date on all progress being made via either phone or email as requested by the DWC Project Manager. Arcadis will provide monthly invoices in a format agreed upon with the DWC Project Manager.
Project Change Control	Identify changes, review and approve changes, and apply corrective actions to control the scope, cost and schedule of the project.
Closeout Project	Arcadis will perform closeout activities and schedule a Project Closeout Meeting to provide a review of the project outcomes.

## 5. Expedited Schedule and Schedule Control

The proposed schedule is provided to complete the project within the regulatory and legally mandated deadlines. The schedule outlines tasks and presents the duration of each deliverable. Review periods are estimated to be one to two weeks for major deliverables.

Task No.	Task Description	May-26					Jun-26				Jul-26					Aug-26				Sep-26				
		wk 1	wk 2	wk 3	wk 4	wk 5	wk 1	wk 2	wk 3	wk 4	wk 1	wk 2	wk 3	wk 4	wk 5	wk 1	wk 2	wk 3	wk 4	wk 1	wk 2	wk 3	wk 4	
0.1	Award of Contract																							
0.2	Kick-off Meeting																							
1.0	RRA																							
2.0	Update ERP																							

## 6. Proposed Personnel and Team Experience

Resumes represent the personnel doing the work but their time and commitment to the project is critical to execution of the project. We stand behind our commitment for each team member. We routinely conduct detailed workload planning and have confirmed that this team is available now to execute this project. The biographical highlights below indicate our key team members and their proposed roles.



### ***Susan Wyatt, IAM – Project Manager / ERP Lead***

Ms. Wyatt is a Senior Enterprise Resilience Consultant in the Columbus, Ohio office and is a FEMA Continuity Practitioner and Certified Critical Infrastructure Protection Specialist. She is responsible for vulnerability assessments, emergency preparedness, training, and exercise projects. Susan is an experienced trainer and training development expert. She has more than 25 years in the water, wastewater, and emergency management fields providing leadership and training on topics such as business continuity, project management, regulatory compliance, environmental testing, quality systems, and emergency planning for participants at the federal, state, regional, and local levels and leads diverse teams at all organizational levels.



### ***Jeannie Krueger, PMP, MSP – Contract Manager***

Ms. Krueger has been in the program management and program controls field for over 26 years, with consulting experience primarily in oil & gas, utility, and municipal clients. She has developed and maintained many multibillion-dollar capital budgets on large scale projects and programs both domestically and internationally throughout her career. Ms. Krueger is currently an Arcadis Program Manager. She has her Master of Business Administration and is a certified PMI Project Management Professional (PMP).



### ***Anthony Smurlo, PE, BCEE – Technical Advisor***

Mr. Smurlo has over 25 years of experience with municipal and industrial water transmission, pumping and treatment facilities. His specialty is working with subject matter experts and equipment representatives to develop a basis of design; leading a multi-disciplined engineering team to create construction documents and specifications; and providing construction oversight / administration. Mr. Smurlo has a strong foundation of treatment, pump, chemical feed system and hydraulics experience.



### ***Corinne Ketchum, PE – QA/QC***

Ms. Ketchum leads Arcadis' Utility Resilience Group. In this capacity, she is involved in the planning and design of security projects, including risk assessments and physical security. She also has experience in many phases of civil and environmental engineering projects, including facilities planning, preliminary and detailed design, permitting, and construction services. She is certified in J100-10 RAMCAP: Risk and Resilience Management of Water and Wastewater Systems, the industry standard methodology for risk assessments in the Water Sector.



### ***Sarah Maistros, PE, WEDG – RRA Lead***

Mrs. Maistros is a water resources engineer focusing on risk and resilience within emergency management and preparedness. She has used the American Water Works Association's (AWWA) J100 method to conduct all-hazards risk and resilience assessments for America's Water Infrastructure Act (AWIA) of 2018, has developed emergency response and emergency operations plans and cybersecurity plans to meet federal, state, and local codes. She also has experience in developing After-Action Reports. In addition to emergency management, she has experience in a variety of collection system and stormwater management practices including hydrologic and hydraulic modelling, MS4 Permit compliance, and Stormwater Master Planning.



### ***Jackson Parker – ERP Support***

Mr. Parker is an Environmental Scientist with experience in environmental compliance and reporting, subsurface investigations management, and remediation project management. He has extensive field experience focused on groundwater and surface water sampling using a variety of methods; environmental compliance inspections and facility plan updates; emergency response for train derailments; waste characterization sampling and disposal oversight; operation and maintenance of a soil vapor extraction system; and soil logging and sampling

## 7. Cost Proposal

Arcadis shall perform these services for a total fee (Lump Sum Not-to-Exceed) of **\$210,000**. The terms of compensation shall be in conformance with the contract executed by and between DWC and Arcadis. The table below shows the budget breakdown for the tasks discussed herein.

Project Task	Fee
Task 1 – Conduct a Risk and Resilience Assessment (Additional Regulatory Required Task)	\$100,000
Task 2 – Update the Emergency Response Plan (Additional Regulatory Required Task)	\$110,000
<b>TOTAL</b>	<b>\$210,000</b>



**Resolution #:** R-50-26

**Account:** 1-60-772500

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

**PDM - CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 5/12/2026

**Description:** **A Resolution Approving and Authorizing Task Order No. 3 with Jacobs Associates dba Delve Underground, for Professional Consulting Services RE Source Water Project Lake Bottom Coring**

**Agenda Section:** Engineering & Construction

**Originating Department:** Administration

The DuPage Water Commission executed a Master Services Agreement with Jacobs Engineering dba Delve Underground in January 2026 to assist with professional engineering services relative to underground construction, tunneling, and large diameter pipeline evaluation.

As the Source Water Project advances, a critical path item will be acquiring the permits and equipment necessary to perform geotechnical lake-bottom coring to support the raw water tunneling design for the Lake Michigan intake tunnel. This element is especially critical because the window of time in which the coring can take place is limited by weather and regulatory factors to only a few months each year. Compounding this difficulty, the work must be performed using a “jack-up-barge”, which are extraordinarily limited in the Great Lakes and for which very early procurement is necessary. In order to ensure that permits and equipment have been procured for a 2027 coring project, it is recommended that work begin immediately to submit for permits and to schedule a barge operator. Once the permits are acquired and the barge is scheduled, the program manager will determine the precise location for the coring, and coordinate the work under the permits acquired through this initiative.

The estimated cost of this project is not-to-exceed \$150K (exclusive of permit costs); and will be reimbursed 30% by NSMJAWA under an existing IGA.

### **Task Order No. 03 – Source Water Project; Lake Michigan Intake Geotechnical Planning / Scope**

#### Task 1: Project Management and Coordination

This task covers day-to-day management of the project and coordination with DuPage Water Commission. This will include approximately bi-weekly meetings with DuPage Water Commission, internal communications and coordination, and management of the project. This task also includes preparation of monthly invoices with progress reporting and associated backup documentation, as required.

### Task 2: Preliminary Geotechnical Investigation Planning

The preliminary Lake Michigan geotechnical investigation plan will describe the program to provide permitting agencies with a sufficient understanding to develop project specific permits, while providing flexibility to the Program Manager in planning and executing the investigation. This will include a very limited data review to identify permitting risks. Formal investigation planning, scoping, driller procurement, and execution will be performed by the Program Manager, once procured. The investigation plan will define the general work limits, which are anticipated to encompass that previous bathymetric study area, and any areas that will be avoided based on review of existing data. Drilling methods and procedures will be generally described along with a conservative estimate regarding the number, type, and depth of borings. Assumed details including the use of drill casing and borehole abandonment will be outlined in a manner to provide the Program Manager and drilling contractor flexibility yet assuring the permitting agency potential impacts will be addressed. Potential risks such as release of drilling muds will be discussed along with the approach to minimize the risk and consequence. The proposed investigation plan will be documented in a technical memorandum for the DuPage Water Commission. We assume one review cycle of this memorandum. The memorandum will specify assumed drilling, handling, and disposal methods; general boring locations, types, and depths; and quantities. This plan will form the basis of permitting efforts as well as the requirements for the barge contractor bid requests.

### Task 3: Permitting

Subconsultant Burns & McDonnell, with Delve Underground support, will provide environmental permitting services to support the proposed geotechnical investigation in Lake Michigan, including identification of applicable federal and state requirements, agency coordination, and preparation and submittal of permit application materials.

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### **Recommended Motion:**

To approve Resolution R-50-26 and authorizing Task Order No. 03 under and existing MSA with Jacobs Engineering / dba Delve Underground.

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**RESOLUTION NO. R-50-26**

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A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF TASK ORDER NO. 3 UNDER A MASTER SERVICES AGREEMENT WITH JACOBS ASSOCIATES dba DELVE UNDERGROUND FOR PROFESSIONAL SERVICES

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

WHEREAS, the Commission desires to obtain from time to time, and Jacobs Associates dba Delve Underground, a corporation organized and existing under the laws of Illinois (“Consultant”), desires to provide from time to time, professional engineering services in connection with the study of projects as delineated by the Commission; and

WHEREAS, for ease of administration, the Commission and Consultant have entered into a master contract setting forth the terms and conditions pursuant to which the Commission will obtain from time to time, and Consultant will provide from time to time, professional engineering services for such discrete projects as are delineated and described in Task Orders to be approved by the Commission and Consultant; and

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

WHEREAS, the Consultant has developed the Task Order 3 Scope of Services attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1.

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

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

SECTION TWO: Under the terms of the Master Contract on between the Commission and Delve Underground, Task Order No. 03, 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, shall be and hereby is approved and the General Manager shall be and hereby is authorized and directed to execute Task Order No. 03. Upon execution by the General Manager, Task Order No. 03 shall be deemed accepted by the DuPage Water Commission without further act.

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

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

ADOPTED THS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026

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

ATTEST:

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

Board/Resolutions/R-50-26.docx

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EXHIBIT 2

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Task Order No. 03

## TASK ORDER NO. 03

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission (“Owner”) and Jacobs Associates dba Delve Underground (“Consultant”), for Professional Engineering Services dated as of the 21<sup>st</sup> day of May, 2026 (the “Contract”), Owner and Consultant agree as follows:

1. **Project:**

Lake Michigan Water Supply; Lake Michigan Geotechnical Planning Project

2. **Services of Consultant:**

Delve Underground will provide DWC the following professional services:

**Task 1: Project Management and Coordination**

This task covers day-to-day management of the project and coordination with DuPage Water Commission. This will include approximately bi-weekly meetings with DuPage Water Commission, internal communications and coordination, and management of the project. This task also includes preparation of monthly invoices with progress reporting and associated backup documentation, as required.

**Task 2: Preliminary Geotechnical Investigation Planning**

The preliminary Lake Michigan geotechnical investigation plan will describe the program to provide permitting agencies with a sufficient understanding to develop project specific permits, while providing flexibility to the Program Manager in planning and executing the investigation. This will include a very limited data review to identify permitting risks. Formal investigation planning, scoping, driller procurement, and execution will be performed by the Program Manager, once procured. The investigation plan will define the general work limits, which are anticipated to encompass that previous bathymetric study area, and any areas that will be avoided based on review of existing data. Drilling methods and procedures will be generally described along with a conservative estimate regarding the number, type, and depth of borings. Assumed details including the use of drill casing and borehole abandonment will be outlined in a manner to provide the Program Manager and drilling contractor flexibility yet assuring the permitting agency potential impacts will be addressed. Potential risks such as release of drilling muds will be discussed along with the approach to minimize the risk and consequence. The proposed investigation plan will be documented in a technical memorandum for the DuPage Water Commission. We assume one review cycle of this memorandum. The memorandum will specify assumed drilling, handling, and disposal methods; general boring locations, types, and depths; and quantities. This plan will form the basis of permitting efforts as well as the requirements for the barge contractor bid requests.

**Task 3: Permitting**

Subconsultant Burns & McDonnell, with Delve Underground support, will provide environmental permitting services to support the proposed geotechnical

investigation in Lake Michigan, including identification of applicable federal and state requirements, agency coordination, and preparation and submittal of permit application materials.

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

Permit Application Preparation and Submittal: prepare and submit the required permit application materials to support authorization of the geotechnical investigation in Lake Michigan, including one JPA to IDNR and IEPA and supporting documentation for USACE authorization. Informal consultation with the U.S. Fish and Wildlife Service, IDNR, and Illinois State Historic Preservation Office will be completed through queries of their respective resource databases. Permit-related submittals will be based on the geotechnical investigation plan and will incorporate applicable best management practices to minimize environmental impacts.

4. **Commencement Date:**

May 22, 2026

5. **Completion Date:**

April 30, 2027

6. **Submittal Schedule:**

As Needed

7. **Key Project Personnel:**

Daniel Ebin  
Sam Swartz

8. **Contract Price:**

Direct Staff Rates with a 3.1 multiplier, but not to exceed \$150,000 except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.

9. **Payments:**

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

10. **Special Safety Requirements:**

None.

11. **Modifications to Contract:**

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

12. **Attachments:**

None

Approval and Acceptance: Acceptance and approval of this Task Order, including the attachments listed above, shall incorporate this Task Order as part of the Contract.

The Effective Date of this Task Order is May 21, 2026.

DUPAGE WATER COMMISSION

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

DWC DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Paul D. May, P.E.  
Title: General Manager  
Address: 600 East Butterfield Road, Elmhurst, Illinois 60126-4642  
E-mail Address: bostick@dpwc.org  
Phone: (630) 834-0100  
Fax: (630) 834-0120

JACOBS ASSOCIATES dba DELVE UNDERGROUND.

By: \_\_\_\_\_

Name: Brad Murray, P.E.

Title: Vice President, Midwest Region

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Daniel Ebin, P.E.

Title: Senior Associate

Address: 123 N Wacker Dr., Chicago, Illinois 60606

E-mail Address: ebin@delveunderground.com

Phone: (312) 535-0347

April 29, 2026

Paul May, PE  
DuPage Water Commission  
600 E Butterfield Rd  
Elmhurst, IL 60126

**Subject: Lake Michigan Water Supply Initiative**  
**Re: Lake Michigan Geotechnical Investigation Planning Proposal**

Dear Paul:

Subsequent to our recent discussions, we understand that DuPage Water Commission would like to perform a geotechnical investigation in Lake Michigan along the potential raw water tunnel alignment in the summer of 2027. Permitting and procurement of barge and marine support are being advanced at this time due to their long lead times. The geotechnical investigation planning, scoping, driller procurement, and execution will be performed by the Program Manager.

### **Project Understanding**

DuPage Water Commission procured a property north of Dundee Road and west of I-94 in Northbrook, IL with the intention of using it as a construction site for raw and finished water tunnels, as well as a new Lake Michigan water treatment plant. The raw water tunnel would extend approximately 2 miles east from this property until reaching Lake Michigan, where it would continue approximately 4 miles into the lake to a water intake site with approximately 40 feet of water depth. DuPage Water Commission identified performing a preliminary geotechnical investigation in Lake Michigan as an early activity during program planning to support alignment evaluation, NEPA permitting, and tunnel design.

### **Scope of Work**

Permitting for the geotechnical investigation will require a sufficient level of geotechnical investigation program definition to allow permitting agencies to understand the scope and extent of the proposed geotechnical investigation in Lake Michigan. We will work with our permitting subconsultant, Burns & McDonnell, to develop a framework geotechnical investigation work plan to support their permitting submittals.

Our background research for this program has identified barge procurement as a critical component for the geotechnical investigation due to limited availability. As part of this scope, we will work with DuPage Water Commission to develop bid documents for a contractor to supply barges and marine support for the 2027 geotechnical investigation in Lake Michigan.

The following provides our understanding of the project and outlines the steps needed to prepare for permitting of the Lake Michigan geotechnical investigation program and procurement of the barge and marine support contractor.

### **Task 1: Project Management and Coordination**

This task covers day-to-day management of the project and coordination with DuPage Water Commission. This will include approximately bi-weekly meetings with DuPage Water Commission, internal communications and coordination, and management of the project. This task also includes preparation of monthly invoices with progress reporting and associated backup documentation, as required.

### **Task 2: Preliminary Geotechnical Investigation Planning**

The preliminary Lake Michigan geotechnical investigation plan will describe the program to provide permitting agencies with a sufficient understanding to develop project specific permits, while providing flexibility to the Program Manager in planning and executing the investigation. This will include a very limited data review to identify permitting risks. Formal investigation planning, scoping, driller procurement, and execution will be performed by the Program Manager, once procured.

The investigation plan will define the general work limits, which are anticipated to encompass that previous bathymetric study area, and any areas that will be avoided based on review of existing data. Drilling methods and procedures will be generally described along with a conservative estimate regarding the number, type, and depth of borings. Assumed details including the use of drill casing and borehole abandonment will be outlined in a manner to provide the Program Manager and drilling contractor flexibility yet assuring the permitting agency potential impacts will be addressed. Potential risks such as release of drilling muds will be discussed along with the approach to minimize the risk and consequence.

The proposed investigation plan will be documented in a technical memorandum for the DuPage Water Commission. We assume one review cycle of this memorandum. The memorandum will specify assumed drilling, handling, and disposal methods; general boring locations, types, and depths; and quantities. This plan will form the basis of permitting efforts as well as the requirements for the barge contractor bid requests.

### **Task 3: Permitting**

Subconsultant Burns & McDonnell, with Delve Underground support, will provide environmental permitting services to support the proposed geotechnical investigation in Lake Michigan, including identification of applicable federal and state requirements, agency coordination, and preparation and submittal of permit application materials.

## **Regulatory Basis**

Based on the assumed investigation scope presented herein, the geotechnical investigation is anticipated to require authorization from the U.S. Army Corps of Engineers – Chicago District (USACE) under Section 10 of the Rivers and Harbors Act of 1899 and Section 404 of the Clean Water Act, likely through a Nationwide Permit (NWP) or the Lake Michigan Regional General Permit (RFP), subject to confirmation of final drilling methods, anchoring systems, and impact limits. Federal authorization is also expected to require Coastal Zone Management Act federal consistency concurrence from the Illinois Department of Natural Resources (IDNR) Coastal Management Program.

State authorizations are anticipated to be obtained through a Joint Permit Application (JPA) to the IDNR Office of Water Resources and the Illinois Environmental Protection Agency (IEPA), including a Lake Michigan Permit under IDNR Part 3704, review under IDNR Part 1075 (Threatened and Endangered Species), and Section 401 Water Quality Certification. This approach assumes the investigation is limited to minimal lakebed disturbance, with all drilling fluids and cuttings contained onboard and no discharge to Lake Michigan, such that NPDES permitting is not required. Changes to these assumptions including discharge, expanded impacts, additional in-water structures, or agency determination that an NWP or RGP is not applicable may require revisions to the permitting approach, scope, schedule, and fees. We assume that USACE Section 408 review is not needed as the project will not alter, modify, or occupy an existing USACE Civil Works project such as a levee, dam, flood control channel, or navigation project.

## **Permitting Efforts**

1. Regulatory Pathway Confirmation and Agency Coordination: Identify and document the applicable federal and state regulatory framework based on information available at the time and coordinate with USACE, IDNR, and IEPA as appropriate to support the permitting process. Deliverables will include a permit matrix that will summarize the permits required for this project, the issuing agency, and anticipated review timelines that can be used to track permitting efforts and progress.
2. Permit Application Preparation and Submittal: prepare and submit the required permit application materials to support authorization of the geotechnical investigation in Lake Michigan, including one JPA to IDNR and IEPA and supporting documentation for USACE authorization. Informal consultation with the U.S. Fish and Wildlife Service, IDNR, and Illinois State Historic Preservation Office will be completed through queries of their respective resource databases. Permit-related submittals will be based on the geotechnical investigation plan and will incorporate applicable best management practices to minimize environmental impacts.
3. Permitting Close-Out and Documentation: provide DuPage Water Commission with documentation of permit determinations and conditions upon completion of agency

review. Final deliverables include copies of issued permits or verifications, and a summary of key permit conditions relevant to field execution.

### **Permitting Assumptions**

This scope does not include application for municipal permits, licenses, or approvals, including but not limited to City of Chicago, Village of Glencoe, Village of Northbrook, City of Highland Park, Cook County, Lake County, or any other local agencies, except for high-level screening and identification of potential triggers.

The scope assumes no requirement for new biological, cultural resource, or bathymetric surveys, and that available information is sufficient to avoid known shipwrecks or other sensitive lakebed features, unless agencies explicitly require additional studies. We further assume one primary round of agency review of the JPA. Additional review cycles, substantive changes in agency direction, or expanded information requests are not included and will be addressed through amendment. No mitigation planning, compensatory mitigation, mitigation implementation, or escalation to individual permitting is assumed.

All federal, state, and local permit application, filing, and agency review fees are excluded from the cost estimate, and invoices will be submitted to DuPage Water Commission for direct payment. Any changes to project scope, impact footprint, drilling methods, or regulatory determinations may require revisions to the permitting approach, scope, schedule, and fees through a mutually agreed amendment.

The existing bathymetric survey will be relied upon to ensure that borings will not be located near known shipwrecks or other significant features. We are not currently aware of any endangered species habitats within the investigation area.

Permit issuance or agency concurrence is not guaranteed.

### **Task 4: Contractor Procurement**

The geotechnical investigation will require two primary contractors: one for barge operations and another for geotechnical borings. Based on discussions with local contractors, these entities will likely be engaged under separate contracts. Because of the long lead time for reserving barge contractors, this will be completed as part of our scope. We have assumed the contract will be held by DuPage Water Commission. Procurement of a drilling subcontractor is anticipated to require significantly less time, allowing the Program Management team time to refine the investigation scope over the winter. Consequently, they will be responsible for procurement of the drilling contractor.

As part of our initial research for this project, we have identified several barge contractors that we believe are capable of executing this project. Early procurement of this contractor will be critical to secure the right equipment and teams for this program. We will assist DuPage Water Commission in developing a Request for Bid (RFB) procurement package for the barge

contractor. Some barge equipment, such as jack-up barges, may be in very limited supply which will require early commitment to secure. We will work with your team early in this program to establish the best procurement approach.

The RFB documents will be developed to clearly identify types of equipment that will be needed to support the drilling operation. We anticipate that the barge-based borings will likely require 24-hour drilling cycles, as depths are too great for completion in a single day, and leaving open holes unattended is generally inadvisable. The barge contractor procurement will need to address schedule risk and provide flexibility because the full geotechnical investigation scope will not yet be defined. This could increase costs.

The deliverable for this effort includes a bid package to solicit the barge contractor. We assume that DuPage Water Commission will prepare the contracts and general conditions, with Delve Underground input. Delve Underground will provide the scope of work and exhibits, including figures and technical specifications, as necessary, to be included with the bid package. We will also assist DuPage Water Commission to review and evaluate bids and qualifications.

## Budget

Delve Underground proposes to complete the work outlined above for a fee of **\$150,000**. We assume this work will be performed as a new task under our Master Services Agreement. The table below shows the proposed costs per task, which include other direct costs such as for a site visit. A permitting subconsultant, Burns & McDonnell, will be engaged to leverage past relationships and experience with the USACE – Chicago Office and are included in these costs. Permitting fees are excluded.

Task	Cost
Task 1: Project Management	\$15,000
Task 2: Desktop Study and Investigation Planning	\$35,000
Task 3: Permitting	\$60,000
Task 4: Contractor Procurement	\$40,000
<b>Total</b>	<b>\$150,000</b>

## Schedule

We understand that the DuPage Water Commission desires to execute this preliminary subsurface investigation planning in the summer of 2026, culminating in November 2026 when the barge contractor is procured. We are prepared to begin work immediately upon receipt of notice to proceed. In order to achieve this timeline, we will begin the preliminary planning, permitting, and contractor procurement in parallel as they are all critical to maintaining the timeline. Permitting will be a particular focus as agency reviews and public notice periods can vary in duration.

The timeframe for securing barge commitments will focus on a May or June 2027 start time, pending discussions with the permitting authorities. The decision to use more than one barge will also be a critical decision point. Smaller equipment may be necessary / feasible for borings closer to shore whereas a more substantial set up may be required for the borings further offshore.

The table below outlines an approximate project schedule, assuming a June 1, 2026 start date. Many of the tasks included below would be conducted in parallel to achieve the overall project schedule. Based on this overview, procurement of the barge contractor would be completed in Fall 2026, potentially prior to procurement of the anticipated Collaborative Delivery teams.

Task	Duration	Timeline
Preliminary Investigation Planning	2 months	June – July 2026
Permitting	4-5 months	June – October 2026
Procurement Package Development	2 months	July – August 2026
Barge Contractor Procurement	3 months	September – November 2026

The fee estimate is based on the scope of services, assumptions, and exclusions outlined in this proposal. Changes in the project scope, investigation or permitting approach, agency requirements, or underlying assumptions may result in adjustments to the schedule, level of effort, and associated fees through a mutually agreed amendment.

We appreciate the opportunity to work with you. If you have any questions or require additional information, please do not hesitate to contact me at (312) 535-0347 or [ebin@delveunderground.com](mailto:ebin@delveunderground.com).

Sincerely,



Daniel Ebin, PE  
Senior Associate

cc: File, NSMJAWA, Technical Advisor Team



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## MEMORANDUM

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**To:** Paul May, General Manager  
**From:** Cheryl Peterson, Financial Administrator  
**Date:** 5/12/2026  
**Subject:** Accounts Payable Listings

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Following is a summary of the Accounts Payable to be considered at the May 21, 2026, Commission meeting:

April 8, 2026, to May12, 2026, A/P Report:

DuPage Water Commission	\$ 10,361,097.30
Waterlink	92,369.25

Accrued and estimated payments required before June  
2026 Commission meeting:

DuPage Water Commission	1,976,125.00
Waterlink	11,684,700.00

Total	<u>\$24,114,291.55</u>
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cc: Chairman and Commissioners



Payable Number	Description	Post Date	Payable Amount	Net Amount
<b>Payable Account: 01-211000 - ACCOUNTS PAYABLE</b>				
<b>Vendor: 2299</b>	<b>AL Warren Oil Company Inc.</b>			<b>Payable Count: (2)</b>
<a href="#">W1840262</a>	Diesel Fuel Delivery: 4/27/26	04/30/2026	28,533.80	28,533.80
<a href="#">W1840263</a>	Diesel Fuel Delivery: 4/27/26	04/30/2026	28,526.20	28,526.20
<b>Vendor: 1291</b>	<b>ALEXANDER CHEMICAL CORPORATION</b>			<b>Payable Count: (1)</b>
<a href="#">107601</a>	Sodium Hypochlorite	04/30/2026	4,035.62	4,035.62
<b>Vendor: 2283</b>	<b>BMO HARRIS CREDIT CARD</b>			<b>Payable Count: (1)</b>
<a href="#">INV0008963</a>	Combined Statements: April 2026	04/30/2026	10,137.06	10,137.06
<b>Vendor: 1135</b>	<b>CITY OF CHICAGO SUPERINTENDENT OF WATER COLLECTION</b>			<b>Payable Count: (1)</b>
<a href="#">INV0008964</a>	WATER BILLING: April 2026	04/30/2026	9,928,273.83	9,928,273.83
<b>Vendor: 1821</b>	<b>COLLEY ELEVATOR COMPANY</b>			<b>Payable Count: (1)</b>
<a href="#">299766</a>	Annual Fire Alarm Inspection	04/30/2026	245.00	245.00
<b>Vendor: 2563</b>	<b>Conсор North America, Inc</b>			<b>Payable Count: (1)</b>
<a href="#">W240624IL.01-6</a>	Advisory Services for Source Water Project	04/30/2026	53,029.98	53,029.98
<b>Vendor: 1197</b>	<b>Core &amp; Main LP</b>			<b>Payable Count: (1)</b>
<a href="#">Y875014</a>	6" Omni T2 Meter Parts	04/30/2026	8,958.00	8,958.00
<b>Vendor: 2320</b>	<b>Crown Equipment Corporation</b>			<b>Payable Count: (1)</b>
<a href="#">133819926</a>	Quarterly Maintenance on Forklift	05/12/2026	116.00	116.00
<b>Vendor: 2600</b>	<b>Engineering Society of Illinois</b>			<b>Payable Count: (1)</b>
<a href="#">37359</a>	Standard Specs Manual	04/30/2026	65.00	65.00
<b>Vendor: 2595</b>	<b>Envirosight LLC</b>			<b>Payable Count: (1)</b>
<a href="#">INV0061172</a>	Manhole Inspection Camera	04/28/2026	16,293.13	16,293.13
<b>Vendor: 2093</b>	<b>GLOBAL INDUSTRIAL</b>			<b>Payable Count: (1)</b>
<a href="#">124404566</a>	Brackets for Salt Pallet Rack	04/30/2026	295.75	295.75
<b>Vendor: 1068</b>	<b>HACH COMPANY</b>			<b>Payable Count: (1)</b>
<a href="#">14958455</a>	Laboratory Testing Supplies	04/16/2026	1,414.57	1,414.57
<b>Vendor: 1152</b>	<b>INSIGHT PUBLIC SECTOR</b>			<b>Payable Count: (2)</b>
<a href="#">1101378216</a>	Samsung 85" Display	04/21/2026	1,780.00	1,780.00
<a href="#">1101378217</a>	Dell Rugged Laptop	04/21/2026	4,394.00	4,394.00
<b>Vendor: 2575</b>	<b>James Zay</b>			<b>Payable Count: (1)</b>
<a href="#">INV0008935</a>	Expense Reimbursement - DWC Lunch	04/23/2026	105.79	105.79
<b>Vendor: 1923</b>	<b>JOHN NERI CONSTRUCTION COMPANY, INC.</b>			<b>Payable Count: (2)</b>
<a href="#">INV0008942</a>	QR-13.003 Concrete Slab on ROV 10A	04/30/2026	23,440.63	23,440.63
<a href="#">INV0008959</a>	WAO #13.002 Frame & Lid Repairs	04/30/2026	162,368.94	162,368.94
<b>Vendor: 2602</b>	<b>JPMORGAN CHASE BANK NA</b>			<b>Payable Count: (1)</b>
<a href="#">INV0008966</a>	Combined Statements: April 2026	04/30/2026	1,677.43	1,677.43
<b>Vendor: 2378</b>	<b>Kaseya US, LLC</b>			<b>Payable Count: (1)</b>
<a href="#">2464557719151</a>	Spanning Microsoft Online Backup System	05/07/2026	1,772.70	1,772.70
<b>Vendor: 2596</b>	<b>Luke Lebed</b>			<b>Payable Count: (1)</b>
<a href="#">INV0008941</a>	Expense Reimbursement - Staking University	04/28/2026	330.00	330.00
<b>Vendor: 1054</b>	<b>MCMMASTER-CARR SUPPLY COMPANY</b>			<b>Payable Count: (1)</b>
<a href="#">62839876</a>	Remote Facilities Supplies	04/16/2026	164.10	164.10

**Board Open Payable Report**

**As Of 05/15/2026**

Payable Number	Description	Post Date	Payable Amount		Net Amount
<b>Vendor:</b> <a href="#">1775</a> <a href="#">87728</a>	<b>MCWILLIAMS ELECTRIC COMPANY, INC</b> QR-10.006 - LXPS Vibration Project	04/14/2026	14,450.00	<b>Payable Count: (1)</b>	<b>14,450.00</b> 14,450.00
<b>Vendor:</b> <a href="#">2597</a> <a href="#">703210002321</a>	<b>Mercer Investments LLC</b> Investment Consulting Services	04/28/2026	6,666.67	<b>Payable Count: (1)</b>	<b>6,666.67</b> 6,666.67
<b>Vendor:</b> <a href="#">2426</a> <a href="#">26212</a> <a href="#">26213</a>	<b>METRO TANK AND PUMP COMPANY</b> Gas Pump Nozzle Repair on 4/27/26 Diesel tank Snap Cap Install on 4/28/26	04/30/2026 04/30/2026	620.00 550.00	<b>Payable Count: (2)</b>	<b>1,170.00</b> 620.00 550.00
<b>Vendor:</b> <a href="#">2189</a> <a href="#">INV0008889</a> <a href="#">INV0008913</a> <a href="#">6641062026</a> <a href="#">INV0008948</a>	<b>NCPERS Group Life Ins.</b> NCPERS - IMRF 6641 NCPERS - IMRF 6641 NCPERS - IMRF 6641 NCPERS - IMRF 6641	04/10/2026 04/24/2026 04/30/2026 05/08/2026	44.28 44.28 7.44 44.28	<b>Payable Count: (4)</b>	<b>140.28</b> 44.28 44.28 7.44 44.28
<b>Vendor:</b> <a href="#">1373</a> <a href="#">9708210</a>	<b>NEUCO INC.</b> Maintenance Supplies	04/30/2026	228.61	<b>Payable Count: (1)</b>	<b>228.61</b> 228.61
<b>Vendor:</b> <a href="#">1110</a> <a href="#">38689655</a>	<b>NEWARK ELEMENT14</b> Maintenance Supplies	05/12/2026	15.08	<b>Payable Count: (1)</b>	<b>15.08</b> 15.08
<b>Vendor:</b> <a href="#">1674</a> <a href="#">IN105243833</a> <a href="#">INSO11196117</a>	<b>Overture Promotions, Inc.</b> Water Conservation Items Water Conservation Items	04/23/2026 04/23/2026	7,335.00 3,165.00	<b>Payable Count: (2)</b>	<b>10,500.00</b> 7,335.00 3,165.00
<b>Vendor:</b> <a href="#">1930</a> <a href="#">PUSA10090216047</a> <a href="#">PUSA10090216048</a> <a href="#">PUSA10090216552</a>	<b>PARK PLACE TECHNOLOGIES LLC</b> Monthly Managed Service: May 2026 Monthly Managed Service: June 2026 Annual Server Maintenance Agreement	05/12/2026 05/12/2026 05/12/2026	2,688.44 2,688.44 671.36	<b>Payable Count: (3)</b>	<b>6,048.24</b> 2,688.44 2,688.44 671.36
<b>Vendor:</b> <a href="#">1664</a> <a href="#">188775</a>	<b>PROGRAM ONE PROFESSIONAL BUILDING SERVICES</b> Window Cleaning & Louvers - April 2026	04/30/2026	2,503.00	<b>Payable Count: (1)</b>	<b>2,503.00</b> 2,503.00
<b>Vendor:</b> <a href="#">2539</a> <a href="#">23739</a> <a href="#">23739-1</a>	<b>Revize LLC</b> Web Service 25% Project Costs Annual Hosting & Maintenance - 1 Year	04/30/2026 05/12/2026	4,900.00 6,320.00	<b>Payable Count: (2)</b>	<b>11,220.00</b> 4,900.00 6,320.00
<b>Vendor:</b> <a href="#">1137</a> <a href="#">554004</a>	<b>ROSSI CONTRACTORS, INC.</b> Unloading 48" Valve for WL Project	04/21/2026	1,983.42	<b>Payable Count: (1)</b>	<b>1,983.42</b> 1,983.42
<b>Vendor:</b> <a href="#">1263</a> <a href="#">294529</a> <a href="#">294680</a>	<b>SKARSHAUG TESTING LABORATORY, INC.</b> Electrical Boot Testing Electrical Boot Testing/Replacement	04/21/2026 04/23/2026	263.06 563.36	<b>Payable Count: (2)</b>	<b>826.42</b> 263.06 563.36
<b>Vendor:</b> <a href="#">2485</a> <a href="#">L207680-IN</a>	<b>The Lynde Company, LLC</b> De-Chlor	04/28/2026	18,731.92	<b>Payable Count: (1)</b>	<b>18,731.92</b> 18,731.92
<b>Vendor:</b> <a href="#">1957</a> <a href="#">30231</a>	<b>UNCONVENTIONAL SOLUTIONS, INC.</b> Viscotag Coating Patches	04/14/2026	529.46	<b>Payable Count: (1)</b>	<b>529.46</b> 529.46
<b>Vendor:</b> <a href="#">2096</a> <a href="#">INV0008962</a>	<b>William A. Fates</b> Service as Treasurer: May 2026	05/07/2026	1,666.67	<b>Payable Count: (1)</b>	<b>1,666.67</b> 1,666.67
<b>Vendor:</b> <a href="#">2562</a> <a href="#">01637394</a> <a href="#">01643800</a>	<b>Xerox IT Solutions</b> Lenovo ThinkBook Laptops Keeper Password Management Subscription	04/21/2026 05/12/2026	4,060.00 4,400.00	<b>Payable Count: (2)</b>	<b>8,460.00</b> 4,060.00 4,400.00
			<b>Payable Account 01-211000</b>	<b>Payable Count: (48)</b>	<b>Total: 10,361,097.30</b>
<b>Payable Account:</b> <a href="#">01-211030 - ACCTS PAYABLE - CONSTRUCTION</a>					
<b>Vendor:</b> <a href="#">2348</a> <a href="#">2502017</a>	<b>BARRICADE LITES, INC</b> Sandbags	04/30/2026	286.00	<b>Payable Count: (1)</b>	<b>286.00</b> 286.00
<b>Vendor:</b> <a href="#">2583</a>	<b>Bowman Consulting Group LTD</b>			<b>Payable Count: (1)</b>	<b>92,083.25</b>

**Board Open Payable Report**

**As Of 05/15/2026**

<b>Payable Number</b>	<b>Description</b>	<b>Post Date</b>	<b>Payable Amount</b>	<b>Net Amount</b>
<a href="#">555788</a>	WaterLink Construction Engineering	04/30/2026	92,083.25	92,083.25
			<b>Payable Account 01-211030</b>	<b>Payable Count: (2) Total:</b>
				<b>92,369.25</b>

**Payable Account Summary**

<b>Account</b>	<b>Count</b>	<b>Amount</b>
01-211000 - ACCOUNTS PAYABLE	48	10,361,097.30
01-211030 - ACCTS PAYABLE - CONSTRUCTION	2	92,369.25
<b>Report Total:</b>	<b>50</b>	<b>10,453,466.55</b>

**Payable Fund Summary**

<b>Fund</b>	<b>Count</b>	<b>Amount</b>
01 - WATER FUND	50	10,453,466.55
<b>Report Total:</b>	<b>50</b>	<b>10,453,466.55</b>

**DUPAGE WATER COMMISSION**  
**ITEMS TO BE PAID BY 6-18-26**  
**Board Meeting Date: May 21, 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			
10,500.00	Procurement Card Charges - \$200 Contracted Services, \$200 Travel, \$7000 Safety, \$400 Publications \$1300 Conferences, \$100 Uniforms, \$900 Office Supplies, \$50 Computers, \$100 Administrative			
1,700.00	Procurement Card Charges - \$300 Publications, \$1100 Conferences, \$300 Admin			
250.00	Anderson - Pest Control			
500.00	Republic Services - Disposal Services			
500.00	Aramark - Supplies			
1,500.00	Cintas- Supplies			
250.00	Elecsys - Cell Data Services			
4,000.00	AL Warren - Fuel			
600.00	Toshiba - Copy and Lease Charges			
2,500.00	Multisystem Management - Cleaning Services			
625.00	Pitney Bowes - Postage			
8,000.00	Grainger - Supplies for Operations			
2,500.00	Verizon - Wireless Service			
500.00	Verizon Connect - Diagnostics			
100.00	City of Aurora - Microbial Analysis			
150.00	Logical Media - Hosting Services			
1,700.00	William Fates - Treasurer			
6,000.00	Baker Tilly			
45,000.00	Schirott, Luetkehans & Garner, LLC			
100.00	Village of Northbrook - Stormwater Service (Quarterly)			
7,000.00	Xerox (Formerly IT Savvy) - Network Support			
200.00	Alexander Kefaloukos - Security			
600.00	Red Wing - Uniforms			
100.00	Elmhurst Occupational Health - New employee			
500.00	Elmhurst Standard Plaza - Vehicle Maintenance			
200.00	Sooper Lube - Vehicle Maintenance			
200.00	Friendly Ford - Vehicle Maintenance			
200.00	Sterling - Background Checks			
5,000.00	Storino Ramello & Durkin			
500.00	Local 399 Training courses			
18,000.00	Aerico - UPS Service Agreement			
800.00	AGM Electronics - Relays for Oak Brook Flow Interface			
26,000.00	Alexander Chemical - Sodium Hypochlorite for FY 27			
25,000.00	American Cast Iron Pipe - 36" Steel Pipe Replacement			
28,000.00	American Cast Iron Pipe - 30" Steel Pipe Replacement			
10,000.00	Automatic Mechanical - HVAC PM Services for FY 27			
60,000.00	Beary - Mowing Service at Northbrook Property			
2,000.00	Beary - Tanksite Landscaping			
4,000.00	Beary - Landscaping			
2,000.00	Bedrock - Landscaping			
15,000.00	Benchmark - QR 12.007 30" Steel WM on Naper Blvd			
2,100.00	CarStar - Repairs to Ford Explorer			
1,100.00	City of Elmhurst - Quarterly Wireless Radio Fee			
145,000.00	CDW - Managed Defense Cyber Security Renewal			
1,800.00	Crown Lift Trucks - Maintenance for Forklift & Pallet Jack for FY 27			
15,000.00	DocAddress - PDF to html for Website			
5,000.00	Dell - Acrobat Pro License Renewal			

**DUPAGE WATER COMMISSION  
ITEMS TO BE PAID BY 6-18-26  
Board Meeting Date: May 21, 2026**

9,000.00	Dixon Engineering - 10 Year Coating Inspections at Standpipes 1 & 4E
3,500.00	Door Systems - Overhead Door & Gate Maintenance for FY 27
500.00	Ebel's Ace Hardware - Project Supplies
500.00	Endeavor Health - Physician Services
5,100.00	FE Moran - Fire Sprinkler & Ecaro Testing for FY 27
500.00	Hach - Lab Testing Supplies
20,000.00	Hach - Annual Service Partnership Renewal
400.00	HazChem - Oil Analysis for HLP #4
2,000.00	Home Depot - Project Supplies
3,000.00	Joliet Electric - Emergency Service Call for Vertical HLP Motors
200.00	McMaster Carr - Concrete Crack Filler
300.00	McMaster Carr - Pumping Supplies
1,500.00	Metro Tank - Annual Regulatory Underground Fuel Tank Inspections
200.00	Mid Central Water Assoc - Membership Dues
3,500.00	Municipal Emergency Services - Confined Space Gas Meter
3,000.00	Oak Security - Medeco XT Web Hosting Service
300.00	Office Depot - Office Supplies
33,000.00	Park Place - Annual Renewal
8,000.00	Park Place - Firewall Replacement Project
10,000.00	Park Place - Monthly Managed Fee
8,000.00	Performance Battery Group - Battery System Maintenance for FY 27
1,100.00	Program One - Window Cleaning
1,500.00	Specialty Mat - Mat Service
400.00	Staples - Office Supplies
60,000.00	Superior
5,000.00	TruGreen - Lawn Service for FY 27
1,500.00	Weld All - Custom Valve Stem for ROV 10A
23,000.00	Xerox - Renewal of Trellix Licensing
500.00	Endeavor Health - ER Visit
20,000.00	Sikich - Audit
25,000.00	Mercer
75,000.00	Consor - Source Water Project
10,000.00	Tai Ginsberg - Source Water Project
10,000.00	Marquardt
36,000.00	Accenture - Annual Support Fee
270,000.00	John Neri - WAO 13.005 Ardmore Ave in Villa Park
200.00	DeLasCasas - TO #9
15,000.00	V3 - Traffic Control Engineering
15,000.00	Delve - Pipeline Conflict Review
<u>1,976,125.00</u>	

**WaterLink**

3,500.00	Chicago Tribune - Legal Notice
300.00	Daily Herald - Legal Notice
400.00	Shaw - Legal Notice
20,000.00	Schirott, Luetkehans & Garner, LLC - MOY
500,000.00	LAN - Waterlink Phase II
150,000.00	LAN - Waterlink Owner's Advisor
5,000,000.00	Benchmark/D.Construction - TW-6/25 Section 1, 3 & 4
1,250,000.00	Benchmark/D.Construction - TW-6/25 Section 3A
600,000.00	Benchmark/D.Construction - TW-6/25 Section 3B
1,300,000.00	Benchmark/D.Construction - FW-1/25 Section 2
10,000.00	Airy's - WaterLink Construction – Section 2A Construction, #3
50,000.00	Airy's - WaterLink Construction – Section 2B Construction, #3
1,500,000.00	Airy's - WaterLink Construction – Section 2C Construction, #2
500,000.00	Boulder Contractors - WaterLink – FW Section 1 Construction
200,000.00	Burns & McDonnell - WaterLink – Book Road CE
50,000.00	Burns & McDonnell - WaterLink – TW-6/25 Section 3 CE
250,000.00	Burns & McDonnell - WaterLink – Program Management
150,000.00	Bowman - WaterLink CE – TW - Section 2
50,000.00	CBBEL - WaterLink CE – FW - Sections 1-2
75,000.00	Robinson Eng - WaterLink – Construction Staking
500.00	Arcadis - WaterLink ECOC
25,000.00	Kendall County Planning, Building & Zoning - Waterlink Permits
<u>11,684,700.00</u>	

13,660,825.00



**Resolution #:** O-16-26

**Account:** 01-80-852010

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

**JL JML CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 5/14/2026

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

**Agenda Section:** Engineering & Construction

**Originating Department:** Engineering

Ordinance No. O-16-26 would authorize the General Manager, his staff and the Commission's attorneys and consultants to initiate negotiations for the acquisition of easements determined to be necessary to construct the WaterLink Pipeline Project.

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

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

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

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**Recommended Motion:**

To adopt Ordinance No. O-16-26

DUPAGE WATER COMMISSION

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**ORDINANCE NO. O-16-26**

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

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

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

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

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

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

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

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

WHEREAS, in accordance with the property ownership disclosure requirement imposed on units of local government as set forth in 50 ILCS 105/3.1, the Commission has obtained title commitments identifying the record title holders of the real estate described in the attached Exhibits 1 through 5; and

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

WHEREAS, the Board of Commissioners of the Commission, find that the easements shall be in the form substantially similar to the ones attached to each Exhibit hereto; and

WHEREAS, the Commission has determined a valuation for said easement over each parcel, which it believes to represent a fair amount to be offered to the owners of said property.

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

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

SECTION TWO: That it is necessary and desirable that the easements over the real estate described in Exhibits 1 through 5 attached hereto, be acquired by the Commission for one or more of the purposes set forth.

SECTION THREE: That the General Manager, his staff and the Commission's attorneys and consultants be, and hereby are, authorized and directed to negotiate for the acquisition of the easements described in Exhibits 1 through 5, based on the appraisal information obtained on the

subject real estate, and in accordance with the directives received from the Board of Commissioners of the DuPage Water Commission.

SECTION FOUR: The Clerk for the Commission may provide certified copies of said Ordinance upon proper request from the general public.

SECTION FIVE: That all ordinances and resolutions or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

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

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

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026

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

ATTEST:

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

Board/Resolutions/2026/O-16-26.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 3)  
Section: 7-37-8  
County: Kendall  
Job No.: 23-R0494  
Parcel: 0227 Permanent Easement

Index No.: 03-07-202-010

That part of the Northeast Quarter of Section 7, in Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Beginning at the northeast corner of Unit One Commerce Industrial Park, a subdivision of part of said Northeast Quarter of Section 7, according to the plat thereof recorded as Document Number 165394; thence North 42 degrees 50 minutes 04 seconds East along the northerly prolongation of the easterly line of Commerce Road per said Document Number 165394 a distance of 440.00 feet; thence North 46 degrees 49 minutes 55 seconds West a distance of 33.00 feet along a line the prolongation of which intersects the easterly right of way line of the Burlington Northern Railroad at a point an arc distance of 440.00 feet northerly of the most northerly corner of Lot 3 in said Unit One Commerce Industrial Park, as measured along said easterly right of way line having a radius of 11,509.29 feet; thence South 42 degrees 50 minutes 04 seconds West along a line 33.00 feet northerly of and parallel with said northerly prolongation of the easterly line of Commerce Road a distance of 439.99 feet, to the northerly line of said Unit One Commerce Industrial Park; thence South 46 degrees 49 minutes 14 seconds East along said northerly line a distance of 33.00 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 0.333 acres, more or less or 14,520 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: TW-6/25 (Section 3)  
Section: 8-37-8  
County: Kendall  
Job No.: 23-R0494  
Parcel: 0232 Permanent Easement

Index No.: 03-08-126-006

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

Beginning at a point on the southerly line of land conveyed per deed Document Number 2014-00007068 and re-recorded as Document Number 2015-00003903 as monumented and occupied which point is also the northeast corner of property conveyed per deed Document Number 2002-00011130 as monumented and occupied and the Point of Beginning; thence South 83 degrees 58 minutes 06 seconds East along said southerly line of land conveyed per deed Document Number 2014-00007068 and re-recorded as Document Number 2015-00003903 as monumented and occupied a distance of 25.99 feet; thence North 84 degrees 02 minutes 57 seconds East a distance of 33.40 feet, to the easterly line of property conveyed per deed Document Number 2014-00007068 and re-recorded as Document Number 2015-00003903 being the westerly right of way line of the Chicago, Burlington, and Quincy Railroad Company and a non-tangential curve to the left; thence northerly along said non-tangential curve to the left having a radius of 2814.92 feet, an arc length of 20.00 feet, a chord bearing of North 06 degrees 07 minutes 26 seconds West, and a chord length of 20.00 feet; thence South 84 degrees 02 minutes 57 seconds West a distance of 31.24 feet, to a line 20.00 feet northerly of and parallel with said southerly line of land conveyed per deed Document Number 2014-00007068 and re-recorded as Document Number 2015-00003903 as monumented and occupied; thence North 83 degrees 58 minutes 06 seconds West along said parallel line a distance of 23.93 feet; thence South 05 degrees 55 minutes 05 seconds West a distance of 20.00 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.026 acres, more or less or 1,145 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](mailto:may@dpwc.org)

with a copy to:

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

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

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

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

**GRANTOR:**

\_\_\_\_\_

\_\_\_\_\_

**GRANTEE:**

**DUPAGE WATER COMMISSION**

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

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

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

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

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

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

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

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

\_\_\_\_\_  
Notary Public

**EXHIBIT A**

Legal Description/Depiction of Temporary Easement Area

Route: TW-6/25 (Section 3)  
Section: 8-37-8  
County: Kendall  
Job No.: 23-R0494  
Parcel: 0232 Temporary Easement

Index No.: 03-08-126-006

That part the North Half of Section 8, Township 37 North, Range 8 East of the Third Principal Meridian, in the Township of Oswego, 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 a point on the southerly line of land conveyed per deed Document Number 2014-00007068 and re-recorded as Document Number 2015-00003903 as monumented and occupied which point is also the northeast corner of property conveyed per deed Document Number 2002-00011130 as monumented and occupied; thence South 83 degrees 58 minutes 06 seconds East along said southerly line of land conveyed per deed Document Number 2014-00007068 and re-recorded as Document Number 2015-00003903 as monumented and occupied a distance of 25.99 feet, to the Point of Beginning; thence North 84 degrees 02 minutes 57 seconds East a distance of 33.40 feet, to the easterly line of property conveyed per deed Document Number 2014-00007068 and re-recorded as Document Number 2015-00003903 being the westerly right of way line of the Chicago, Burlington, and Quincy Railroad Company and a non-tangential curve to the right; thence southerly along said non-tangential curve to the right having a radius of 2814.92 feet, an arc length of 7.09 feet, a chord bearing of South 05 degrees 50 minutes 53 seconds East, and a chord length of 7.09 feet, to said southerly line of land conveyed per deed Document Number 2014-00007068 and re-recorded as Document Number 2015-00003903 as monumented and occupied; thence North 83 degrees 58 minutes 06 seconds West along said southerly line a distance of 34.13 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.003 acres, more or less or 118 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: TW-6/25 (Section 3)  
Section: 8-37-8  
County: Kendall  
Job No.: 23-R0494  
Parcel: 0237 Permanent Easement

Index No.: 03-08-101-003

That part of Lot 1 of Unit Two Marina Terrace Subdivision in the Northeast Quarter of Section 7 and the Northwest Quarter of Section 8, Township 37 North, Range 8 East of the Third Principal Meridian, both in the Township of Oswego, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Beginning at the southeast corner of said Lot 1; thence South 88 degrees 13 minutes 09 seconds West along the south line of said Lot 1 a distance of 20.00 feet, to a line 20.00 feet west of and parallel with the east line of said Lot 1; thence North 01 degrees 46 minutes 51 seconds West along said parallel line a distance of 93.75 feet, to a tangential curve to the right being 20.00 feet west of and concentric with the east line of said Lot 1; thence northerly along said tangential and concentric curve to the right, having a radius of 7709.49 feet, an arc length of 153.37 feet, a chord bearing of North 01 degrees 12 minutes 39 seconds West, and a chord length of 153.37 feet, to the north line of said Lot 1; thence South 83 degrees 51 minutes 30 seconds East along said north line a distance of 20.14 feet, to the east line of said Lot 1; thence southerly along said east line being a non-tangential curve to the left, having a radius of 7689.49 feet, an arc length of 150.59 feet, a chord bearing of South 01 degrees 13 minutes 11 seconds East, and a chord distance of 150.59 feet, to a tangential line; thence continuing South 01 degrees 46 minutes 51 seconds East along said tangential line being the east line of said Lot 1 a distance of 93.75 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 0.113 acres, more or less or 4,915 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](mailto:may@dpwc.org)

with a copy to:

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

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

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

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

**GRANTOR:**

\_\_\_\_\_  
\_\_\_\_\_

**GRANTEE:**

**DUPAGE WATER COMMISSION**

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

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

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

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

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

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

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

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

\_\_\_\_\_  
Notary Public

**EXHIBIT A**

Legal Description/Depiction of Temporary Easement Area

Route: TW-6/25 (Section 3)  
Section: 8-37-8  
County: Kendall  
Job No.: 23-R0494  
Parcel: 0237 Temporary Easement

Index No.: 03-08-101-003

Lot 1 of Unit Two Marina Terrace Subdivision in the Northeast Quarter of Section 7 and the Northwest Quarter of Section 8, Township 37 North, Range 8 East of the Third Principal Meridian, both in the Township of Oswego, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, except that part described as follows:

Beginning at the southeast corner of said Lot 1; thence South 88 degrees 13 minutes 09 seconds West along the south line of said Lot 1 a distance of 20.00 feet, to a line 20.00 feet west of and parallel with the east line of said Lot 1; thence North 01 degrees 46 minutes 51 seconds West along said parallel line a distance of 93.75 feet, to a tangential curve to the right being 20.00 feet west of and concentric with the east line of said Lot 1; thence northerly along said tangential and concentric curve to the right, having a radius of 7709.49 feet, an arc length of 153.37 feet, a chord bearing of North 01 degrees 12 minutes 39 seconds West, and a chord length of 153.37 feet, to the north line of said Lot 1; thence South 83 degrees 51 minutes 30 seconds East along said north line a distance of 20.14 feet, to the east line of said Lot 1; thence southerly along said east line being a non-tangential curve to the left, having a radius of 7689.49 feet, an arc length of 150.59 feet, a chord bearing of South 01 degrees 13 minutes 11 seconds East, and a chord distance of 150.59 feet, to a tangential line; thence continuing South 01 degrees 46 minutes 51 seconds East along said tangential line being the east line of said Lot 1 a distance of 93.75 feet, to the Point of Beginning, also (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 2.406 acres, more or less or 104,823 square feet more or less.



**Resolution #:** O-17-26

**Account:** 01-80-852010

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

**JL JML CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 5/14/2026

**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

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Ordinance No. O-17-26 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-17-26 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.

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**Recommended Motion:**

To adopt Ordinance No. O-17-26

DUPAGE WATER COMMISSION

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**ORDINANCE NO. O-17-26**

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

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

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

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

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

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

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

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

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

WHEREAS, for this purpose, the Board of Commissioners of the Commission adopted Ordinance Nos. O-8-25 and O-4-26 empowering the General Manager, his staff and the Commission's attorneys to take the necessary steps, either by negotiation or condemnation, to acquire the easements over the Subject Properties as set forth in Exhibits 1 through 5 (the "Easements"); and

WHEREAS, the owners of the Subject Properties have agreed to sell the Easements in accordance with the terms set forth in Exhibits 1 through 5; and

WHEREAS, the Commission has determined that the total cost for the purchase of the Easements in the amount of \$63,700.00 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 5 attached hereto, be acquired by the Commission for one or more of the purposes set forth herein.

SECTION THREE: That the General Manager, his staff and the Commission's attorneys and

consultants be, and hereby are, authorized, directed and empowered to take the necessary steps to purchase the Easements over the Subject Properties as described in Exhibits 1 through 5.

SECTION FOUR: The Clerk for the Commission be and is hereby authorized and directed to transmit a copy of this Ordinance to the attorney for the Commission and may provide certified copies of said Ordinance upon proper request from the general public.

SECTION FIVE: That all ordinances and resolutions or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

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

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

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.

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

ATTEST:

\_\_\_\_\_  
Danna Mundall, Clerk  
Board/Resolutions/2026/O-17-26.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 \_\_\_\_\_ )

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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 1)  
Section: 12-37-8  
County: Kendall  
Job No.: 23-R0494  
Parcel: 0305 Permanent Easement

Index No.: 03-12-300-012

That part of the Southwest Quarter of the Northwest Quarter of Section 12, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northeast corner of said Southwest Quarter of the Northwest Quarter of Section 12; thence South 89 degrees 01 minutes 54 seconds West along the north line of said Southwest Quarter of the Northwest Quarter of Section 12 a distance of 40.00 feet, to a line 40.00 feet west of and parallel with the east line of said Southwest Quarter of the Northwest Quarter of Section 12; thence South 01 degrees 03 minutes 09 seconds East along said parallel line a distance of 1322.20 feet, to the south line of said Southwest Quarter of the Northwest Quarter of Section 12; thence South 88 degrees 58 minutes 55 seconds West along said south line a distance of 15.00 feet, to a line 55.00 feet west of and parallel with said east line of the Southwest Quarter of the Northwest Quarter of Section 12; thence North 01 degrees 03 minutes 09 seconds West along said parallel line a distance of 1322.21 feet, to said north line of the Southwest Quarter of the Northwest Quarter of Section 12; thence North 89 degrees 01 minutes 54 seconds East along said north line a distance of 15.00 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.455 acres, more or less or 19,833 square feet, more or less.

**TEMPORARY CONSTRUCTION  
EASEMENT AGREEMENT**

THIS AGREEMENT is made as of this \_\_\_\_  
day of \_\_\_\_\_, 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](mailto:may@dpwc.org)

with a copy to:

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

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

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

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

**GRANTOR:**

\_\_\_\_\_

\_\_\_\_\_

**GRANTEE:**

**DUPAGE WATER COMMISSION**

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

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

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

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

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

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

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

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

\_\_\_\_\_  
Notary Public

**EXHIBIT A**

Legal Description/Depiction of Temporary Easement Area

Route: FW-1/25 (Section 1)  
Section: 12-37-8  
County: Kendall  
Job No.: 23-R0494  
Parcel: 0305 Temporary  
Easement 1  
Index No.: 03-12-300-012

That part of the Southwest Quarter of the Northwest Quarter of Section 12, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northeast corner of said Southwest Quarter of the Northwest Quarter of Section 12; thence South 89 degrees 01 minutes 54 seconds West along the north line of said Southwest Quarter of the Northwest Quarter of Section 12 a distance of 5.00 feet, to the Point of Beginning; thence continuing South 89 degrees 01 minutes 54 seconds West along said north line a distance of 35.00 feet, to a line 40.00 feet west of and parallel with the east line of said Southwest Quarter of the Northwest Quarter of Section 12; thence South 01 degrees 03 minutes 09 seconds East along said parallel line a distance of 1322.20 feet, to the south line of said Southwest Quarter of the Northwest Quarter of Section 12; thence North 88 degrees 58 minutes 55 seconds East along said south line a distance of 17.50 feet, to a line 22.50 feet west of and parallel with said east line of the Southwest Quarter of the Northwest Quarter of Section 12; thence North 01 degrees 03 minutes 09 seconds West along said parallel line a distance of 41.60 feet; thence North 08 degrees 30 minutes 01 seconds East a distance of 105.45 feet, to a line 5.00 feet west of and parallel with said east line of the Southwest Quarter of the Northwest Quarter of Section 12; thence North 01 degrees 03 minutes 09 seconds West along said parallel line a distance of 1176.57 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 1.025 acres, more or less or 44,638 square feet, more or less.

**TEMPORARY CONSTRUCTION  
EASEMENT AGREEMENT**

THIS AGREEMENT is made as of this \_\_\_\_  
day of \_\_\_\_\_, 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](mailto:may@dpwc.org)

with a copy to:

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

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

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

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

**GRANTOR:**

\_\_\_\_\_

\_\_\_\_\_

**GRANTEE:**

**DUPAGE WATER COMMISSION**

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

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

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

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

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

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

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

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

\_\_\_\_\_  
Notary Public

**EXHIBIT A**

Legal Description/Depiction of Temporary Easement Area

Route: FW-1/25 (Section 1)  
Section: 12-37-8  
County: Kendall  
Job No.: 23-R0494  
Parcel: 0305 Temporary  
Easement 2  
Index No.: 03-12-300-012

That part of the Southwest Quarter of the Northwest Quarter of Section 12, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northeast corner of said Southwest Quarter of the Northwest Quarter of Section 12; thence South 89 degrees 01 minutes 54 seconds West along the north line of said Southwest Quarter of the Northwest Quarter of Section 12 a distance of 40.00 feet, to a line 40.00 feet west of and parallel with the east line of said Southwest Quarter of the Northwest Quarter of Section 12; thence South 01 degrees 03 minutes 09 seconds East along said parallel line a distance of 1322.20 feet, to the south line of said Southwest Quarter of the Northwest Quarter of Section 12; thence South 88 degrees 58 minutes 55 seconds West along said south line a distance of 15.00 feet, to a line 55.00 feet west of and parallel with said east line of the Southwest Quarter of the Northwest Quarter of Section 12 and the Point of Beginning; thence North 01 degrees 03 minutes 09 seconds West along said parallel line a distance of 78.00 feet, to a line 78.00 feet north of and parallel with said south line of the Southwest Quarter of the Northwest Quarter of Section 12; thence South 88 degrees 58 minutes 55 seconds West along said parallel line a distance of 20.00 feet, to a line 75.00 feet west of and parallel with said east line of the Southwest Quarter of the Northwest Quarter of Section 12; thence South 01 degrees 03 minutes 09 seconds East along said parallel line a distance of 78.00 feet, to said south line of the Southwest Quarter of the Northwest Quarter of Section 12; thence North 88 degrees 58 minutes 55 seconds East along said south line a distance of 20.00 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.036 acres, more or less or 1,560 square feet, more or less.

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

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

SEE EXHIBIT “A” ATTACHED HERETO.

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 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 3  
Section: 3-36-7  
County: Kendall  
Job No.: 23-R0494  
Parcel: 0510 Permanent Easement

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

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

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

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

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

**TEMPORARY CONSTRUCTION  
EASEMENT AGREEMENT**

THIS AGREEMENT is made as of this \_\_\_\_  
day of \_\_\_\_\_, 2026 by and between

\_\_\_\_\_  
\_\_\_\_\_

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

*FOR RECORDER'S USE ONLY*

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

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

**WITNESSETH**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to GRANTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email:

with a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email:

If to GRANTEE:

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

with a copy to:

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

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

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

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

**GRANTOR:**

\_\_\_\_\_

\_\_\_\_\_

**GRANTEE:**

**DUPAGE WATER COMMISSION**

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

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

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

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

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

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

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

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

\_\_\_\_\_  
Notary Public

**EXHIBIT A**

Legal Description/Depiction of Temporary Easement Area

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

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

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

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

29 degrees 08 minutes 07 seconds West a distance of 8.42 feet, to said southeasterly line of Illinois Route 71 per Document Number 2018-00002893; thence North 56 degrees 13 minutes 49 seconds East along said southeasterly line a distance of 27.56 feet, to a bend; thence North 58 degrees 33 minutes 28 seconds East along said southeasterly line a distance of 20.05 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 1.932 acres, more or less or 84,167 square feet, more or less.



**Resolution #:** O-18-26

**Account:** 01-80-852010

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

**JL JML CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 5/14/2026

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

**Agenda Section:** Engineering & Construction

**Originating Department:** Engineering

Ordinance No. O-18-26 would authorize the General Manager, his staff and the Commission's attorneys and consultants to acquire previously negotiated easements determined to be necessary to construct the WaterLink Pipeline Project via condemnation, if necessary.

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

Each easement will be brought to the Board for approval on two occasions. The first approval will grant the General Manager and staff the authority to initiate negotiations and make an offer to the property owner up to a designated amount. In most cases, the second approval will formalize the final settlement amount. However, in some cases where negotiations do not yield an agreement, the second Board action will seek approval to proceed with condemnation proceedings.

The items brought forward under Ordinance O-18-26 are those wherein the owner is either unable to be identified, refuses to respond to attempted negotiations, or where negotiations have been initiated with an agreement unable to be reached.

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

**Recommended Motion:**

To adopt Ordinance No. O-18-26

DUPAGE WATER COMMISSION

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**ORDINANCE NO. O-18-26**

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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

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

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

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

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

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

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

thereto; and

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

WHEREAS, in accordance with the property ownership disclosure requirement imposed on units of local government as set forth in 50 ILCS 105/3.1, the Commission has obtained title commitments identifying the record title holders of the real estate described in the attached Exhibits 1 through 4 (the "Subject Property"); and

WHEREAS, the Commission has previously enacted Ordinance Nos. 0-8-25 and O-4-26 providing authority to the General Manager, his staff and the Commission's attorneys and consultants to negotiate for the acquisition of easements over the Subject Property; and

WHEREAS, the Commission has attempted to negotiate an easement over the Subject Property but has been unable to agree with the owners of the Subject Property regarding just compensation; and

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

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

SECTION TWO: That it is necessary and desirable that the easements over the Subject Property, as described in Exhibits 1 through 4 attached hereto, be acquired by the Commission for one or more of the purposes set forth.

SECTION THREE: That the General Manager, his staff and the Commission's attorneys and consultants be, and hereby are, authorized and directed to take the necessary steps, either by negotiation or condemnation to acquire the easements over the Subject Property in the forms attached hereto in Exhibits 1 through 4.

SECTION FOUR: The Clerk for the Commission may provide certified copies of said Ordinance upon proper request from the general public.

SECTION FIVE: That all ordinances and resolutions or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

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

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

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.

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

ATTEST:

\_\_\_\_\_  
Danna Mundall, Clerk  
Board/Resolutions/2026/O-18-26.doc

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

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

SEE EXHIBIT “A” ATTACHED HERETO.

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

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

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

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

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

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

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

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

**[OWNER NAME]**

**GRANTEE: DUPAGE WATER COMMISSION**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
By: Paul May, General Manager

ATTEST:

\_\_\_\_\_  
By: Danna Mundall, Clerk

This document prepared by  
and returned to:

Property Address:

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

\_\_\_\_\_  
\_\_\_\_\_  
PIN: \_\_\_\_\_

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

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

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

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

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

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

\_\_\_\_\_  
Notary Public

**EXHIBIT A**

Legal Description/Depiction of Permanent Easement Area

CP

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

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

Commencing at the southeast corner of said Southwest Quarter of Section 15; thence South 88 degrees 46 minutes 59 seconds West along the south line of said Southwest Quarter a distance of 42.26 feet; thence North 17 degrees 40 minutes 34 seconds West a distance of 120.97 feet; thence North 10 degrees 23 minutes 19 seconds West a distance of 186.86 feet; thence North 03 degrees 32 minutes 50 seconds West a distance of 145.97 feet, to a line 53.00 feet east of and parallel with the west line of said 165.0 feet of the Southwest Quarter; thence North 01 degrees 14 minutes 58 seconds West along said parallel line a distance of 643.54 feet, to the north line of property conveyed per deed Document Number 2006-00032746 and the Point of Beginning; thence continuing North 01 degrees 14 minutes 58 seconds West along said parallel line a distance of 1455.62 feet; thence North 88 degrees 45 minutes 02 seconds East a distance of 5.00 feet, to a line 58.00 feet east of and parallel with the west line of said 165.0 feet of the Southwest Quarter; thence North 01 degrees 14 minutes 58 seconds West along said parallel line a distance of 77.15 feet, to a line 20.00 feet south of and parallel with the north line of the South Half of Section 15; thence North 88 degrees 47 minutes 13 seconds East along said parallel line a distance of 1445.26 feet, to a line 20.00 feet east of and parallel with the southerly prolongation of the west line of the East Half of the Northeast Quarter of said Section 15 as monumented and occupied; thence North 01 degrees 16 minutes 33 seconds West along said parallel line a distance of 20.00 feet, to said north line of the South Half of Section 15; thence South 88 degrees 47 minutes 13 seconds West along said north line a distance of 1465.25 feet, to a line 38.00 feet east of and parallel with the west line of said 165.00 feet of the Southwest Quarter; thence South 01 degrees 14 minutes 58 seconds East along said parallel line a distance of 1552.78 feet, to said north line of property conveyed per deed Document Number 2006-00032746; thence North 88 degrees 47 minutes 13 seconds East along said north line a distance of 15.00 feet, to the Point of Beginning, (except that part thereof lying within

the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 1.209 acres, more or less or 52,682 square feet, more or less.

**TEMPORARY CONSTRUCTION  
EASEMENT AGREEMENT**

THIS AGREEMENT is made as of this \_\_\_\_  
day of \_\_\_\_\_, 2026 by and between

\_\_\_\_\_  
\_\_\_\_\_

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

*FOR RECORDER'S USE ONLY*

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

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

**WITNESSETH**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to GRANTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email:

with a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email:

If to GRANTEE:

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

with a copy to:

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

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

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

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

**GRANTOR:**

\_\_\_\_\_

\_\_\_\_\_

**GRANTEE:**

**DUPAGE WATER COMMISSION**

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

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

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

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

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

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

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

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

\_\_\_\_\_  
Notary Public

**EXHIBIT A**

Legal Description/Depiction of Temporary Easement Area

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

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

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

degrees 14 minutes 58 seconds East along said parallel line a distance of 1502.78 feet, to said north line of property conveyed per deed Document Number 2006-00032746; thence South 88 degrees 47 minutes 13 seconds West along said north line a distance of 25.00 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 1.898 acres, more or less or 82,692 square feet, more or less.

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

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

SEE EXHIBIT “A” ATTACHED HERETO.

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

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

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

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

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

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

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

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

**[OWNER NAME]**

**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 1)  
Section: 22-37-8  
County: Kendall  
Job No.: 23-R0494  
Parcel: 0332 Permanent  
Easement  
Index No.: 03-22-200-002

That part of the Northeast Quarter of Section 22, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the southwest corner of said Northeast Quarter of Section 22; thence North 88 degrees 39 minutes 56 seconds East along the south line of said Northeast Quarter of Section 22 a distance of 15.00 feet, to the Point of Beginning; thence continuing North 88 degrees 39 minutes 56 seconds East along said south line a distance of 15.00 feet, to a line 30.00 feet east of and parallel with the west line of said Northeast Quarter of Section 22; thence North 01 degrees 22 minutes 38 seconds West along said parallel line a distance of 2069.85 feet, to the north line of property conveyed per deed document number 2021-00010713; thence South 88 degrees 41 minutes 10 seconds West along said north line a distance of 15.00 feet, to a line 15.00 feet east of and parallel with said west line of the Northeast Quarter of Section 22; thence South 01 degrees 22 minutes 38 seconds East along said parallel line a distance of 2069.86 feet, to the Point of Beginning,, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.713 acres, more or less or 31,048 square feet, more or less.

**TEMPORARY CONSTRUCTION  
EASEMENT AGREEMENT**

THIS AGREEMENT is made as of this \_\_\_\_  
day of \_\_\_\_\_, 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](mailto:may@dpwc.org)

with a copy to:

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

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

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

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

**GRANTOR:**

\_\_\_\_\_  
  
\_\_\_\_\_

**GRANTEE:**

**DUPAGE WATER COMMISSION**

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

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

STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

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

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

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

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

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

\_\_\_\_\_  
Notary Public

**EXHIBIT A**

Legal Description/Depiction of Temporary Easement Area

Route: FW-1/25 (Section 1)  
Section: 22-37-8  
County: Kendall  
Job No.: 23-R0494  
Parcel: 0332 Temporary  
Easement  
Index No.: 03-22-200-002

That part of the Northeast Quarter of Section 22, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the southwest corner of said Northeast Quarter of Section 22; thence North 88 degrees 39 minutes 56 seconds East along the south line of said Northeast Quarter of Section 22 a distance of 30.00 feet, to a line 30.00 feet east of and parallel with the west line of said Northeast Quarter of Section 22 and the Point of Beginning; thence North 01 degrees 22 minutes 38 seconds West along said parallel line a distance of 2069.85 feet, to the north line of property conveyed per deed document number 2021-00010713; thence North 88 degrees 41 minutes 10 seconds East along said north line a distance of 25.00 feet, to a line 55.00 feet east of and parallel with said west line of the Northeast Quarter of Section 22; thence South 01 degrees 22 minutes 38 seconds East along said parallel line a distance of 2069.84 feet, to said south line of the Northeast Quarter of Section 22; thence South 88 degrees 39 minutes 56 seconds West along said south line a distance of 25.00 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 1.188 acres, more or less or 51,746 square feet, more or less.



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## MEMORANDUM

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**To:** Commissioners

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

**Date:** May 14, 2026

**Subject:** Luetkehans, Brady, Garner & Armstrong March 2026 Invoices

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I reviewed the Luetkehans, Brady, Garner & Armstrong invoices for services rendered during the period of April 1, 2026 through April 30, 2026 and recommend it for approval. The invoices should be placed on the May 21, 2026 Commission meeting accounts payable.

April 2026

Luetkehans Brady Garner & Armstrong

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
General	\$3,162.50	11.50	\$275.00	Luetkehans (10.70 @ \$275/hr.) Armstrong (0.80 @275/hr.)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Misc:	\$0.00				
<b>Total:</b>	<b>\$3,162.50</b>	<b>11.50</b>	<b>\$275.00</b>		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
Source Water	\$1,457.50	5.30	\$275.00	Luetkehans (5.30 @275/hr.)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Misc:	\$0.00				
<b>Total:</b>	<b>\$1,457.95</b>	<b>5.30</b>	<b>\$275.00</b>		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
MOY Land Acquisition	\$12,595.00	45.80	\$275.00	Luetkehans (23.90 @ \$275/hr.) Garner (15.00 @275/hr.) Armstrong (0.40 @375/hr) Gonzales (6.50 @275/hr)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Misc:	\$0.00				
<b>Total:</b>	<b>\$12,595.00</b>	<b>45.80</b>	<b>\$275.00</b>		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
MOY Construction	\$12,595.00	45.80	\$275.00	Luetkehans (23.90 @ \$275/hr.)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Misc:	\$0.00	0.00			
<b>Total:</b>	<b>\$12,595.00</b>	<b>45.80</b>	<b>\$275.00</b>		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
Chicago Contract	\$3,905.00	14.20	\$275.00	Luetkehans (6.50 @ \$275/hr) Garner (7.70 @ \$275/hr)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Misc: Georges & Synowiecki Statement #44	\$1,050.00				
Misc:	\$0.00				
<b>Total:</b>	<b>\$4,955.00</b>	<b>14.20</b>	<b>\$275.00</b>		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
MOY	\$0.00	0.00	\$275.00	Luetkehans ( 0.50 @ \$275/hr)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Previous Balance Due	\$0.00				
Misc:	\$0.00				
<b>Total:</b>	<b>\$0.00</b>	<b>0.00</b>	<b>\$275.00</b>		

Total of all invoices: \$34,765.45 122.60 \$275.00



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## MEMORANDUM

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**To:** Commissioners

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

**Date:** May 14, 2026

**Subject:** Luetkehans, Brady, Garner & Armstrong March 2026 Invoices

---

I reviewed the Luetkehans, Brady, Garner & Armstrong invoices for services rendered during the period of March 1, 2026 through March 31, 2026 and recommend it for approval. The invoices should be placed on the May 21, 2026 Commission meeting accounts payable.

**March 2026**

Luetkehans Brady Garner & Armstrong

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
General	\$3,795.00	13.80	\$275.00	Luetkehans (6.70 @ \$275/hr.) Armstrong (6.90 @275/hr.) Garner (0.20 @275/hr)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Misc:	\$0.00				
Misc:	\$51.83				
<b>Total:</b>	<b>\$3,846.83</b>	<b>13.80</b>	<b>\$275.00</b>		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
Source Water	\$5,362.50	19.50	\$275.00	Luetkehans (11.00 @275/hr.) Armstrong (6.90 @275/hr) Garner (0.70 @275/hr) Gonzales (0.90 @275/hr)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Barnes & Thornburg LLP - February 2026	\$875.00				
Misc:	\$ 0.45				
<b>Total:</b>	<b>\$6,237.95</b>	<b>19.50</b>	<b>\$275.00</b>		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
MOY Land Acquisition	\$10,532.50	38.30	\$275.00	Luetkehans (21.50 @ \$275/hr.) Garner (4.70 @275/hr.) Armstrong (0.70 @375/hr) Gonzales (11.40 @275/hr)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Misc:	\$0.00				
<b>Total:</b>	<b>\$10,532.50</b>	<b>38.30</b>	<b>\$275.00</b>		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
MOY Construction	\$385.00	1.40	\$275.00	Luetkehans (1.40 @ \$275/hr.)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Misc:	\$0.00	0.00			
<b>Total:</b>	<b>\$385.00</b>	<b>1.40</b>	<b>\$275.00</b>		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
Chicago Contract	\$797.50	2.90	\$275.00	Luetkehans (2.30 @275/hr) Garner (0.60 @ \$275/hr)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Misc: Georges & Synowiecki Statement #43	\$385.00				
Misc: Georges & Synowiecki Statement #5	\$840.00				
Misc:	\$0.00				
<b>Total:</b>	<b>\$2,022.50</b>	<b>2.90</b>	<b>\$275.00</b>		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
MOY	\$137.50	0.50	\$275.00	Luetkehans ( 0.50 @\$275/hr)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Previous Balance Due	\$0.00				
Misc:	\$0.00				
<b>Total:</b>	<b>\$137.50</b>	<b>0.50</b>	<b>\$275.00</b>		

Total of all invoices: \$23,162.28 76.40 \$275.00