



AGENDA – Board of Commissioners

Thursday, June 18, 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 May 21, 2026 Regular Meeting of the DuPage Water Commission and the Executive Session Meeting Minutes of May 21, 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 May 2026 Treasurer's Report (Voice Vote).

- VI. Committee Reports

A. Finance Committee

1. Report of 06/18/26 Finance Committee

B. Administration Committee

1. Report of 06/18/26 Administration Committee
2. Ordinance No O-21-26: An Ordinance Authorizing the acquisition of a pipeline construction and amended license agreement with Commonwealth Edison over certain property for the purpose of providing water to the Village of Montgomery, the Village of Oswego and the United City of Yorkville.

(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-53-26: A Resolution Reviewing/Releasing certain Executive Session Minutes.

(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. Request for Board Action: To authorize Business-Related Travel Expenses for one (1) Commission employee for Factory Electrical Panel QA/QC in Rancho Cucamonga California at an estimated expense on \$1,250, one (1) Commission employee for Factory Valve QA/QC Testing for High Lift Pump Cone Valve Rebuild in York Pennsylvania, at an estimated expense of \$1,700, registration, travel and related expenses for one (1) Commission employee to attend IFMA Conference in Anaheim California at an estimated expense of \$2,995 as included in the FY-26/27 Management Budget and as listed above.

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

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

C. Engineering & Construction Committee

1. Report of 06/18/26 Engineering & Construction Committee
2. Resolution No. R-51-26: A Resolution Approving and Ratifying Certain Task Orders Under a Master Contract with HDR Engineering, Inc., Building Information Modeling, Task Order No. 01, at a Not-To-Exceed Cost of \$35,669.

(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-52-26: A Resolution Authorizing High-Lift Pump Control Valve Repair Services from a Sole Source Provider, A/C Service and Repair, at an Estimated Expense of \$150,000.

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

4. Resolution No. R-54-26: A Resolution Awarding a Contract for Geotechnical Investigative Services at Select Remote Sites, Geocon Professional Services, LLC, at a Not-To-Exceed Cost of \$96,000.

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

5. Resolution No. R-55-26: A Resolution Awarding a Contract for the Construction of the West Transmission Main Contract TW-6/25 Section 3C, D. Construction, Inc. & Benchmark Construction Co., Inc. Joint Venture - \$52,594,496.

(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-56-26: A Resolution Approving and Ratifying Certain Change Orders for the Construction of the West Transmission Main Along Book Road From 75th Street to the ComEd R.O.W., Contract TW-6/25 Section 1 – Change Order No. 02 (Book Road) Price Increase of \$158,847.

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

RECOMMENDED MOTION: To adopt item numbers 2 and 6 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. May 2026

1. Approval of Accounts Payable invoices received.

RECOMMENDED MOTION: To approve the Accounts Payable in the amount of \$11,946,720.56 DWC \$3,604 WaterLink (May 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 \$3,173,025 DWC \$6,890,000 WaterLink (May 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-19-26: 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-20-26: 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)

XIII. Adjournment

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

**Minutes of a Meeting
of the**

BOARD OF COMMISSIONERS

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

May 21, 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, D. Novotny, D. Russo, F. Saverino, P. Suess, D. Van Vooren, J. Zay

Commissioners absent: S. Greaney, T. Noonan, J. Pruyn, 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 April 16, 2026 Regular Meeting of the DuPage Water Commission and the Executive Session Meeting Minutes of April 16, 2026. Seconded by Commissioner Russo.

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

Nay: None

Absent: S. Greaney, T. Noonan, J. Pruyn, K. Romano

V. Treasurer's Report

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

Commissioner Russo moved to accept the April 2026 Treasurer's Report, seconded by Commissioner Van Vooren, unanimously approved by a voice vote. All aye, motion carried.

VI. Committee Reports

A. Finance Committee.

Item 1: Commissioner Suess gave a brief committee update.

B. Administration Committee

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

Item 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.

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

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

Nay: None

Absent: S. Greaney, T. Noonan, J. Pruyn, K. Romano

C. Engineering & Construction Committee

Item 1: Commissioner Fennell gave a brief update.

Item 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.

Item 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.

Item 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.

Item 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.

- Item 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.
- Item 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.
- Item 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.
- Item 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.
- Item 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.
- Item 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.
- Item 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.
- Item 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.
- Item 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.
- Item 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.

Item 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.

Item 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.

Item 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.

Commissioner Fennell moved adopt numbers 2 through 18 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, D. Novotny, D. Russo, F. Saverino, P. Suess, D. Van Vooren, J. Zay

Nay: None

Absent: S. Greaney, T. Noonan, J. Pruy, K. Romano

VII. Accounts Payable

A. March 2026

Item 1: 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)

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

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

Nay: None

Absent: S. Greaney, T. Noonan, J. Pruy, K. Romano

Item 2: 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).

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

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

Nay: None

Absent: S. Greaney, T. Noonan, J. Pruyn, K. Romano

VIII. Chairman's Report

Chairman Zay gave a brief update on Springfield and the status of the sponsored bill, it is currently in a holding pattern.

WaterLink Groundbreaking invitations are out, looking forward to a wonderful event to celebrate this project. Commissioner Van Vooren asked what percent of total pipe has been laid to date. Engineering Manager Jeff Loster replied with the total project is just shy of 30 miles of pipe and 3 miles of pipe has been laid.

General Manager May briefed the Board on the site visit with representatives of the WaterLink Communities. All are pleased with the progress to date. Manager of Water Operations Chris Bostick visited with Senior Citizens at a community event in Lombard and hosted Seniors of Benet Academy to introduce the Water Conservation efforts available to them.

IX. Old Business

No Old Business was offered.

X. New Business

No New Business was offered.

XI. Executive Session

Chairman Zay asked for a motion to enter into Executive Session to discuss acquisition of real estate pursuant to 5 ILCS 120/2(c)(5), 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 Fennell made the motion, seconded by Commissioner Russo and unanimously approved by a roll call vote.

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

Nay: None

Absent: S. Greaney, T. Noonan, J. Pruyn, K. Romano

The Commission went into Executive Session at 6:44 PM.

Commissioner Honig moved to come out of Executive Session at 7:09 PM, seconded by Commissioner Cuzzone and unanimously approved by a roll call vote .

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

Nay: None

Absent: S. Greaney, T. Noonan, J. Pruyn, K. Romano

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.

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

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

Nay: None

Absent: S. Greaney, T. Noonan, J. Pruyn, K. Romano

- 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

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

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

Nay: None

Absent: S. Greaney, T. Noonan, J. Pruyn, K. Romano,

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

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

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

Nay: None

Absent: S. Greaney, T. Noonan, J. Pruyn, K. Romano,

XII. Adjournment

Commissioner Russo made a motion to adjourn, seconded by Commissioner Saverino, 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: 6/9/2026
Subject: TREASURER'S REPORT – May 31, 2026

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

Summary of Cash & Investments (Page 4)

1. DWC cash and investments totaled \$153.8 million on May 31st, a decrease of \$1.4 million compared to the previous month. Waterlink escrow balances decreased by \$3.4 million.
2. The month end balances in the JP Morgan Chase, BMO Harris checking, and money market accounts were \$13.8 million and \$2,000, respectively. Approximately \$9.0 million was transferred from the money market account to the JP Morgan Chase hybrid account in May 2026.
3. During the month of May, U.S. Treasury decreased by \$2.5 million. Corporate notes and ABS/Collateralized Mortgage Obligations increased by \$1.2 million and \$2.2 million, respectively.
4. The current holdings of cash and investments are in compliance with the approved investment policy.
5. For the month-ended May 31, 2026, the Commission's cash and investments decreased a total of \$1.4 million. The Waterlink Escrow Account decreased by \$3.4 million.
 - The Operating & Maintenance Account decreased by \$1.7 million for an ending balance of \$13.8 million.
 - The General Account increased by approximately \$10,000 for an ending balance of \$3.2 million.
 - The Operating Reserve Account increased by approximately \$103,200 for a balance of \$55.0 million.
 - The Long-Term Capital Reserve Account increased by approximately \$83,800 for a balance of \$29.8 million.
 - The Capital Reserve Fund increased by approximately \$174,200 for a balance of \$52.0 million.

ACCOUNT	Balance 4/30/2026	5/31/2026	Increase (Decrease)
Operations & Maintenance	\$ 15,507,108	\$ 13,761,767	\$ (1,745,341)
General Account	3,182,715	3,192,962	10,247
Operating Reserve	54,896,226	54,999,429	103,203
Long-Term Capital Reserve	29,694,437	29,778,190	83,753
Capital Reserve	51,846,460	52,020,633	174,173
Total Cash & Investments	\$ 155,126,946	\$ 153,752,981	\$ (1,373,965)
Waterlink Escrow	84,898,202	81,521,432	(3,376,770)

Schedule of Investments (Pages 5-12)

1. The average yield to maturity on the Commission's investments was 3.84%, up slightly from the prior month average yield to maturity of 3.80%. The amortized cost of our investments was \$140.0 million on May 31st. The average yield to maturity on Waterlink's investments was 3.84%.
2. The portfolio ended the month of May 2026 with \$855,000 of unrealized losses, compared to \$625,000 of unrealized losses on April 30, 2026.
3. The maturity distribution, excluding money market accounts but including Waterlink investments, was as follows: 0-1 year 40%, >1<3 years 34%, >3<5 years 17%, and >5 years 9%.

Statement of Cash Flows (Page 13)

1. The statement of cash flow shows a breakdown of the \$1.4 million decrease in cash and investments for the fiscal year. Waterlink escrow funds decreased \$3.4 million.
2. Operating activities decreased cash by approximately \$1.8 million as of the end of May 2026.
3. The decrease in Loans Receivable increased cash by approximately \$36,000.
4. Capital Assets purchased were immaterial.
5. Cash flow from investment activity generated approximately \$398,000 of income.

Reserve Analysis (Page 14)

1. The Operating Reserve account was \$55.0 million, which is approximately 127 days, this amount meets the minimum balance per the current reserve policy. The Operating and Maintenance Account was \$11.6 million, which is a balance currently sufficient to cover an estimated 27 days of normal operation and maintenance costs.
2. The reserve analysis report shows the Commission has met recommended reserve balances for the Operating Reserve and Capital Account less Waterlink and Alternative Water Source projects on May 31st. Long-Term Water Capital is currently under target by \$1.1 million, but is expected to be fully funded by year-end.

Respectfully submitted,



Bill Fates, CPA
Treasurer

DuPAGE WATER COMMISSION
 TREASURER'S REPORT
 SUMMARY OF CASH AND INVESTMENTS
 5/31/2026

FUNDS CONSIST OF:	5/31/2026	4/30/2026	Increase/(Decrease)
PETTY CASH	\$ 2,984.49	\$ 2,984.49	\$ -
OPERATING & MAINTENANCE	13,756,812.82	6,504,497.01	7,252,315.81
TOTAL CASH	\$ 13,759,797.31	\$ 6,507,481.50	\$ 7,252,315.81
BMO HARRIS MONEY MARKET FUNDS	\$ 1,969.81	\$ 8,999,626.81	\$ (8,997,657.00)
IIIT MONEY MARKET FUNDS	224,721.20	684,044.89	(459,323.69)
U. S. TREASURY INVESTMENTS	63,261,855.04	65,756,721.19	(2,494,866.15)
U. S. AGENCY INVESTMENTS	3,878,278.59	3,872,019.67	6,258.92
MUNICIPAL BONDS	1,755,000.00	1,845,016.20	(90,016.20)
COMMERCIAL PAPER	3,180,845.87	3,161,352.24	19,493.63
ASSET BACKED SEC/COLLATERALIZED MORTGAGE OBLIG	28,837,547.32	26,645,732.21	2,191,815.11
CERTIFICATES OF DEPOSIT	0.00	0.00	-
CORPORATE NOTES	38,852,965.73	37,654,952.05	1,198,013.68
TOTAL INVESTMENTS	\$ 139,993,183.56	\$ 148,619,465.26	\$ (8,626,281.70)
DWC TOTAL CASH AND INVESTMENTS	\$ 153,752,980.87	\$ 155,126,946.76	\$ (1,373,965.89)
WATERLINK CASH	\$ 11,719,695.67	\$ 9,326,692.90	\$ 2,393,002.77
WATERLINK INVESTMENTS	69,801,735.91	75,571,508.73	(5,769,772.82)
WATERLINK ESCROW	\$ 81,521,431.58	\$ 84,898,201.63	\$ (3,376,770.05)

	5/31/2026	4/30/2026	% CHANGE
BMO HARRIS MONEY MARKET FUNDS	0.0%	6.2%	-67.1%
IIIT MONEY MARKET FUNDS	0.2%	0.5%	-100.0%
U. S. TREASURY INVESTMENTS	45.2%	44.2%	-3.8%
U. S. AGENCY INVESTMENTS	2.8%	2.6%	0.2%
MUNICIPAL BONDS	1.3%	1.2%	-4.9%
COMMERCIAL PAPER	2.3%	2.1%	0.6%
ASSET BACKED SEC/COLLATERALIZED MORTGAGE OBLIG	20.6%	17.9%	8.2%
CERTIFICATES OF DEPOSIT	0.0%	0.0%	N/A
CORPORATE NOTES	27.6%	25.3%	3.2%
TOTAL INVESTMENTS	100.0%	100.0%	-5.8%

Note 1 - Investments are carried at amortized cost.

DuPAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
May 31, 2026

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE	YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 05/31/26	
Water Fund Oper. & Maint. Acct. (01-121103)										
BMO Harris - Money Market	2.663%	05/31/26	06/01/26	1 2.663%	\$ 1,969.81	\$ 1,969.81	0.00	\$ 1,969.81	-	
Water Fund General Account (01-121700)										
IIIT - Money Market	3.630%	05/31/26	06/01/26	1 3.630%	12,116.49	12,116.49	0.00	12,116.49	-	
Sheffield Receivables	0.000%	03/06/26	06/11/26	11 3.780%	1,135,000.00	1,123,440.03	10,368.22	1,133,808.25	-	
MUFG Bank	0.000%	04/17/26	07/17/26	47 3.790%	1,000,000.00	990,419.72	4,737.50	995,157.22	-	
Sumitomo Mitsui Trust	0.000%	05/11/26	08/12/26	73 3.830%	1,060,000.00	1,049,512.18	2,368.22	1,051,880.40	-	
	Weighted Avg Maturity			43	3.799%	\$ 3,207,116.49	\$ 3,175,488.42	\$ 17,473.94	\$ 3,192,962.36	-
Water Fund Operating Reserve (01-121800)										
IIIT - Money Market	3.630%	05/31/26	06/01/26	1 3.630%	21,202.43	21,202.43	0.00	21,202.43	-	
US Treasury Notes	1.250%	02/14/22	12/30/26	213 1.930%	125,000.00	121,083.98	3,447.68	124,531.66	656.08	
US Treasury Notes	4.125%	05/06/25	02/28/27	273 3.880%	535,000.00	537,236.13	(1,298.89)	535,937.24	5,577.16	
US Treasury Notes	4.500%	03/13/25	05/15/27	349 3.960%	530,000.00	535,879.69	(3,237.98)	532,641.71	1,101.77	
US Treasury Notes	2.375%	07/06/22	05/15/27	349 2.910%	650,000.00	634,333.99	12,592.86	646,926.85	713.15	
US Treasury Notes	3.875%	10/06/25	05/31/27	365 3.600%	200,000.00	200,859.38	(333.70)	200,525.68	21.17	
US Treasury Notes	3.875%	07/22/25	05/31/27	365 3.870%	590,000.00	590,023.05	(9.90)	590,013.15	62.47	
US Treasury Notes	2.625%	06/03/22	05/31/27	365 2.920%	750,000.00	739,716.80	8,229.94	747,946.74	53.79	
US Treasury Notes	2.625%	10/11/24	05/31/27	365 3.910%	775,000.00	750,236.33	15,095.62	765,331.95	55.58	
US Treasury Notes	3.250%	08/05/22	06/30/27	395 2.780%	850,000.00	868,062.50	(14,086.73)	853,975.77	11,599.45	
US Treasury Notes	3.375%	10/03/24	09/15/27	472 3.520%	600,000.00	597,492.19	1,382.07	598,874.26	4,292.12	
US Treasury Notes	3.500%	10/29/25	09/30/27	487 3.500%	200,000.00	199,984.38	4.80	199,989.18	1,185.79	
US Treasury Notes	3.500%	10/29/25	09/30/27	487 3.500%	250,000.00	249,990.23	3.01	249,993.24	1,482.24	
US Treasury Notes	3.875%	01/21/26	11/30/27	548 3.590%	380,000.00	381,929.69	(362.96)	381,566.73	40.23	
US Treasury Notes	3.500%	02/02/23	01/31/28	610 3.640%	650,000.00	645,962.89	2,689.19	648,652.08	7,604.28	
US Treasury Notes	2.750%	09/03/24	02/15/28	625 3.750%	2,625,000.00	2,540,712.89	41,235.19	2,581,948.08	21,137.78	
US Treasury Notes	3.625%	01/26/26	03/31/28	670 3.610%	175,000.00	175,034.18	(5.00)	175,029.18	1,074.62	
US Treasury Notes	3.500%	05/02/23	04/30/28	700 3.600%	1,500,000.00	1,493,320.31	4,121.28	1,497,441.59	4,565.22	
US Treasury Notes	1.250%	01/14/26	05/31/28	731 3.550%	200,000.00	189,609.38	1,597.27	191,206.65	6.83	
US Treasury Notes	1.250%	01/23/26	05/31/28	731 3.640%	210,000.00	198,778.13	1,627.51	200,405.64	7.17	
US Treasury Notes	3.625%	06/05/23	05/31/28	731 3.700%	750,000.00	747,539.06	1,474.94	749,014.00	74.28	
US Treasury Notes	4.375%	11/05/24	08/31/28	823 4.190%	575,000.00	578,661.13	(1,436.44)	577,224.69	6,357.42	
US Treasury Notes	1.500%	01/04/24	11/30/28	914 3.970%	650,000.00	578,982.43	34,835.07	613,817.50	26.64	
US Treasury Notes	3.500%	01/20/26	12/15/28	929 3.650%	115,000.00	114,523.83	56.92	114,580.75	1,857.69	
US Treasury Notes	1.375%	02/05/24	12/31/28	945 4.020%	500,000.00	441,660.15	27,590.09	469,250.24	2,886.74	
US Treasury Notes	3.500%	03/05/26	02/15/29	991 3.440%	125,000.00	125,209.96	(16.45)	125,193.51	1,281.08	
US Treasury Notes	3.500%	05/19/26	02/15/29	991 4.120%	225,000.00	221,414.06	44.89	221,458.95	2,305.94	
US Treasury Notes	3.500%	03/16/26	03/15/29	1,019 3.750%	950,000.00	943,208.98	454.76	943,663.74	7,047.55	
US Treasury Notes	2.375%	04/08/26	03/31/29	1,035 3.880%	536,550.00	536,550.00	1,107.66	537,657.66	2,253.01	
US Treasury Notes	4.125%	03/31/26	03/31/29	1,035 4.010%	650,000.00	652,158.20	(115.30)	652,042.90	5,452.01	
US Treasury Notes	3.875%	06/05/25	09/30/29	1,218 3.960%	825,000.00	822,131.84	616.72	822,748.56	5,415.47	
US Treasury Notes	4.125%	01/21/26	10/31/29	1,249 3.750%	325,000.00	329,214.84	(376.18)	328,838.66	1,165.76	
US Treasury Notes	4.000%	12/05/24	10/31/29	1,249 4.150%	1,200,000.00	1,192,078.13	2,241.85	1,194,319.98	4,173.91	
US Treasury Notes	3.875%	09/04/25	11/30/29	1,279 3.720%	685,000.00	689,174.22	(682.18)	688,492.04	72.52	
US Treasury Notes	3.875%	02/07/25	11/30/29	1,279 4.340%	1,000,000.00	980,156.25	5,016.60	985,172.85	105.87	
US Treasury Notes	3.875%	01/07/25	12/31/29	1,310 4.360%	775,000.00	758,289.06	4,345.22	762,634.28	12,609.81	
US Treasury Notes	3.500%	03/04/25	01/31/30	1,341 4.070%	700,000.00	682,308.59	4,164.24	686,472.83	8,189.23	
US Treasury Notes	3.875%	12/26/25	04/30/30	1,430 3.690%	360,000.00	362,657.81	(245.55)	362,412.26	1,213.04	
US Treasury Notes	4.000%	01/15/26	05/31/30	1,461 3.670%	195,000.00	197,559.38	(203.73)	197,355.65	21.31	
US Treasury Notes	3.750%	08/05/25	06/30/30	1,491 3.990%	850,000.00	841,068.36	1,381.17	842,449.53	13,383.98	
US Treasury Notes	3.875%	09/04/25	07/31/30	1,522 3.760%	150,000.00	150,761.72	(105.89)	150,655.83	1,942.85	
US Treasury Notes	4.125%	10/06/25	08/31/30	1,553 3.680%	960,000.00	978,937.50	(2,334.43)	976,603.07	10,007.61	
US Treasury Notes	4.625%	11/06/25	09/30/30	1,583 3.720%	400,000.00	416,031.25	(1,713.52)	414,317.73	3,133.88	
US Treasury Notes	4.000%	02/10/26	01/31/31	1,706 3.770%	300,000.00	303,093.75	(175.05)	302,918.70	4,011.05	
US Treasury Notes	4.250%	03/26/26	02/28/31	1,734 3.990%	110,000.00	111,241.80	(41.42)	111,200.38	1,181.45	
US Treasury Notes	4.125%	04/23/26	03/31/31	1,765 3.930%	160,000.00	161,400.00	(27.03)	161,372.97	1,118.03	
New York St Dorm Auth Municipal Bonds	2.888%	03/25/22	03/15/27	288 2.890%	185,000.00	185,000.00	0.00	185,000.00	1,127.92	
NYC Transitional	4.619%	05/29/25	05/01/29	1,066 4.620%	145,000.00	145,000.00	0.00	145,000.00	558.13	
Hawaii St	4.212%	04/30/26	04/01/31	1,766 4.210%	145,000.00	145,000.00	0.00	145,000.00	525.92	
FN AL2092	3.000%	03/06/18	07/01/27	396 2.980%	11,240.82	11,254.87	(12.32)	11,242.55	28.10	
FN AP4718	2.500%	07/20/18	08/01/27	427 2.750%	18,843.40	18,469.48	323.15	18,792.63	39.26	
Fannie Mae Pool	3.500%	04/05/18	02/01/28	611 3.230%	28,817.73	29,475.13	(542.17)	28,932.96	84.05	
Fannie Mae Pool	3.500%	04/05/18	03/01/28	640 3.230%	5,213.48	5,332.41	(97.26)	5,235.15	15.21	
FR ZT1267	2.500%	08/21/19	05/01/28	701 2.320%	21,391.05	21,688.52	(230.09)	21,458.43	44.56	
FN CA1940	4.000%	07/11/18	06/01/28	732 3.640%	23,580.55	24,280.60	(554.68)	23,725.92	78.60	
FNMA Pool #AU1266	3.000%	10/31/17	07/01/28	762 2.720%	40,319.96	41,346.86	(821.20)	40,525.66	100.80	
FG J32374	2.500%	02/17/22	11/01/28	885 2.220%	65,663.61	66,812.73	(730.74)	66,081.99	136.80	
Fannie Mae Pool	4.000%	03/18/19	03/01/29	1,005 3.630%	20,972.54	21,618.10	(464.08)	21,154.02	69.91	
FNMA Pool #AS4197	3.500%	07/16/15	01/01/30	1,311 3.000%	23,146.02	24,505.85	(1,018.12)	23,487.73	67.51	
FHLMC Pool #U49048	3.000%	03/17/16	08/01/30	1,523 2.630%	50,913.13	53,148.53	(1,583.05)	51,565.48	127.28	
FNMA Pool #AL7738	3.500%	02/17/16	11/01/30	1,615 2.960%	46,533.78	49,551.21	(2,101.65)	47,449.56	135.72	

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE	YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 05/31/26	
FR Z57331	3.000%	02/13/20	12/01/30	1,645	2,600%	93,913.98	97,465.10	(2,056.87)	95,408.23	234.78
FN FM1082	3.000%	08/19/19	09/01/31	1,919	2,720%	54,388.67	55,960.84	(881.05)	55,079.79	135.97
FG G166720	3.500%	01/25/19	11/01/31	1,980	3,340%	50,305.95	51,115.55	(464.39)	50,651.16	146.73
FG G16635	3.000%	04/18/19	02/01/32	2,072	2,930%	93,059.75	93,797.70	(409.30)	93,388.40	232.65
FN FS2986	4.000%	10/21/22	10/01/32	2,315	4,370%	175,824.10	170,604.32	1,882.83	172,487.15	586.08
Fannie Mae Pool	3.500%	02/13/18	01/01/33	2,407	3,300%	55,743.69	57,032.77	(715.46)	56,317.31	162.59
Freddie Mac Pool	4.000%	06/07/18	02/01/33	2,438	3,730%	22,335.12	23,008.67	(365.66)	22,643.01	74.45
FN CA1455	4.000%	12/20/18	03/01/33	2,466	3,760%	89,273.07	91,595.57	(1,212.37)	90,383.20	297.58
FN BM5830	3.500%	06/05/19	04/01/34	2,862	3,180%	106,868.68	110,876.26	(1,876.00)	109,000.26	311.70
FN FM0047	3.000%	06/17/21	12/01/34	3,106	2,450%	129,467.99	137,660.88	(3,002.49)	134,658.39	323.67
FN FM2694	3.000%	06/05/19	03/01/35	3,196	2,570%	130,469.95	137,482.72	(2,890.82)	134,591.90	326.17
FR SB0759	4.500%	10/18/22	03/01/35	3,196	4,630%	152,967.40	151,055.30	556.51	151,611.81	573.63
FR SB0364	3.500%	06/21/21	06/01/35	3,288	2,830%	115,094.43	124,014.24	(3,143.17)	120,871.07	335.69
FR SB0666	4.000%	05/13/22	06/01/35	3,288	3,750%	224,204.36	230,089.73	(1,813.76)	228,275.97	747.35
FN FM3701	2.500%	07/27/20	07/01/35	3,318	2,040%	127,113.80	134,561.86	(2,901.37)	131,660.49	264.82
FR SB0361	3.000%	03/20/23	07/01/35	3,318	3,530%	216,790.63	205,442.99	2,938.39	208,381.38	541.98
FN FM5714	4.000%	03/19/21	11/01/35	3,441	3,230%	76,567.07	83,410.26	(2,418.45)	80,991.81	255.22
FNA 2018-M2 A2	3.003%	04/08/25	01/01/28	580	4,070%	457,257.02	444,289.50	5,108.88	449,398.38	1,115.76
FHMS K140 A1	3.400%	07/14/22	06/01/28	732	3,400%	186,336.44	186,334.19	1.47	186,335.66	527.95
FNA 2023-M6 A2	4.190%	07/31/23	07/01/28	762	4,580%	664,359.84	653,096.86	6,403.70	659,500.56	2,309.74
FHMS K507 A2	4.800%	04/07/26	09/01/28	824	4,240%	555,000.00	562,262.70	(416.55)	561,846.15	2,220.00
FHMS K512 A2	5.000%	12/21/23	11/01/28	885	4,780%	336,208.23	339,347.74	(1,459.30)	337,888.44	1,400.87
FHMS K145 A1	4.455%	05/25/23	11/01/28	885	4,460%	556,513.45	556,512.33	0.61	556,512.94	2,066.06
FHMS K143 A1	4.377%	12/15/22	12/01/28	915	4,380%	351,576.21	351,570.23	3.43	351,573.66	1,282.37
FHMS K512 A2	4.572%	04/07/26	12/01/28	915	4,220%	540,000.00	544,872.66	(252.03)	544,620.63	2,057.40
FHMS K144 A1	4.558%	02/23/23	01/25/29	970	4,560%	148,234.77	148,230.19	2.53	148,232.72	563.05
FHMS K749 A2	2.120%	04/15/25	03/01/29	1,005	4,200%	375,000.00	346,567.38	7,620.51	354,187.89	662.50
FHMS K142 A1	3.902%	09/15/22	07/01/29	1,127	3,900%	235,466.29	235,457.33	4.85	235,462.18	765.66
FHMS K526 A2	4.543%	08/15/24	07/01/29	1,127	4,330%	450,000.00	454,209.30	(1,419.06)	452,790.24	1,703.63
FHMS K097 A2	2.508%	07/17/24	07/01/29	1,127	4,520%	515,000.00	468,368.36	16,102.55	484,470.91	1,076.35
FHMS K529 A2	4.791%	10/16/24	09/01/29	1,189	4,340%	300,000.00	305,996.10	(1,824.79)	304,171.31	1,197.75
FHMS K149 A1	5.007%	02/19/24	09/01/30	1,554	5,010%	519,978.07	519,963.00	4.96	519,967.96	2,169.61
FHMS K551 A2	4.165%	12/05/25	11/01/30	1,615	3,970%	345,000.00	348,044.62	(272.16)	347,772.46	1,197.44
FHR 4096 PA	1.375%	02/26/20	08/01/27	427	1,490%	28,869.22	28,634.66	196.71	28,831.37	33.08
FHS 287 150	1.500%	12/27/17	10/01/27	488	1,840%	15,094.16	14,641.33	389.42	15,030.75	18.87
FNR 2012-145 EA	1.250%	02/12/20	01/01/28	580	1,440%	17,856.72	17,603.52	200.67	17,804.19	18.60
FNR 2013-39 MP	1.750%	12/12/19	05/01/28	701	1,860%	52,837.30	52,391.48	341.21	52,732.69	77.05
FNR 2013-19 GE	2.500%	10/30/19	03/01/33	2,466	2,400%	85,785.76	86,724.04	(461.07)	86,262.97	178.72
FHR 5050 XL	1.000%	05/08/19	07/01/36	3,684	1,180%	145,152.03	145,866.45	(337.88)	145,528.57	362.88
FHR 5050 XL	1.000%	02/11/22	07/01/36	3,684	1,820%	99,731.66	97,363.03	706.85	98,069.88	83.11
FHR 4877 CA	3.000%	07/19/24	04/01/34	2,862	2,960%	212,391.51	193,641.33	2,547.43	196,188.76	176.99
FHR 5050 XA	1.000%	07/24/24	07/01/39	4,779	1,690%	252,903.00	229,904.63	2,431.83	232,336.46	210.75
FHR 5042 DA	1.000%	07/24/24	05/01/41	5,449	1,550%	253,148.33	232,659.14	1,920.56	234,579.70	210.96
FNR 2021-45 DC	1.250%	05/29/26	07/01/41	5,510	1,790%	584,373.39	543,010.71	(180.86)	542,829.85	608.72
FNR 2013-75 PC	2.500%	04/20/20	04/01/43	6,149	2,200%	129,422.37	136,419.27	(1,858.81)	134,560.46	269.63
FHR 4384 BA	3.000%	05/29/26	08/01/43	6,271	3,270%	598,496.39	577,549.02	(65.34)	577,483.68	1,496.24
FNR 2015-33 P	2.500%	02/20/20	06/01/45	6,941	2,400%	49,022.57	49,957.06	(231.55)	49,725.51	102.13
FNR 2016-19 AH	3.000%	07/13/20	04/01/46	7,245	2,580%	55,986.25	60,454.22	(1,019.52)	59,434.70	139.97
FHR 5000 LB	1.250%	08/07/20	07/01/46	7,336	1,160%	150,174.05	153,130.60	(661.06)	152,469.54	156.43
FNR 2016-79 HA	2.000%	06/05/20	11/01/46	7,459	1,830%	93,600.46	97,022.74	(772.85)	96,249.89	156.00
FNR 2019-13A	3.500%	01/23/24	04/01/49	8,341	3,840%	566,882.15	536,168.66	1,778.14	537,946.80	1,653.41
Federal Home Loan Bank Notes	1.020%	08/16/22	02/24/27	269	3,240%	780,000.00	707,608.20	60,697.06	768,305.26	2,143.70
American Honda Finance	4.900%	03/14/24	03/12/27	285	4,890%	100,000.00	100,041.00	(29.74)	100,011.26	1,075.28
American Honda Finance	4.900%	03/13/24	03/12/27	285	4,920%	115,000.00	114,936.75	45.97	114,982.72	1,236.57
American Honda Finance	4.900%	07/10/24	07/09/27	404	4,950%	345,000.00	344,554.95	273.55	344,828.50	6,668.08
BMW US Capital	4.600%	08/13/24	08/13/27	439	4,600%	185,000.00	184,985.20	8.83	184,994.03	2,553.00
UBS AG Stamford Ct	4.864%	01/10/25	01/10/28	589	4,860%	250,000.00	250,000.00	0.00	250,000.00	4,762.67
National Rural Util Corp	4.750%	02/07/25	02/07/28	617	4,770%	100,000.00	99,956.00	18.59	99,974.59	1,504.17
National Rural Util Corp	4.750%	02/07/25	02/07/28	617	4,650%	130,000.00	130,344.50	(149.90)	130,194.60	1,955.42
Mars Inc	4.600%	03/12/25	03/01/28	640	4,600%	95,000.00	94,999.05	0.48	94,999.53	1,092.50
Mars Inc	4.600%	03/12/25	03/01/28	640	4,530%	150,000.00	150,295.50	(120.24)	150,175.26	1,725.00
Kenvue Inc	5.050%	06/30/25	03/22/28	661	4,120%	280,000.00	286,610.80	(2,218.75)	284,392.05	2,710.17
Citigroup Inc	4.643%	05/07/25	05/07/28	707	4,640%	390,000.00	390,000.00	0.00	390,000.00	1,207.18
National Secs Clearing	5.000%	04/23/25	05/30/28	730	4,310%	250,000.00	254,195.00	(1,471.19)	252,723.81	34.72

DuPAGE WATER COMMISSION
 INVESTMENTS
 (Unaudited)
 May 31, 2026

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE	YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 05/31/26	
National Secs Clearing	5.000%	11/24/25	05/30/28	730	3,700%	360,000.00	368,992.80	(1,847.75)	367,145.05	50.00
HSBC USA	4.650%	06/03/25	06/03/28	734	4.650%	400,000.00	400,032.00	(10.03)	400,021.97	9,196.67
PNC Financial	4.075%	01/26/26	01/26/29	971	4.080%	215,000.00	215,000.00	0.00	215,000.00	3,042.10
Astrazeneca Finance LLC	4.850%	04/16/25	02/26/29	1,002	4.510%	200,000.00	202,340.00	(656.01)	201,683.99	2,559.72
Cisco Systems Inc	4.850%	11/07/25	02/26/29	1,002	4.020%	390,000.00	399,909.90	(1,654.02)	398,255.88	4,991.46
Mercedes Benz	4.250%	03/10/26	03/10/29	1,014	4.270%	255,000.00	254,892.90	8.03	254,900.93	2,438.44
Toyota Motor Credit	4.050%	03/13/26	03/13/29	1,017	4.060%	400,000.00	399,856.00	10.59	399,866.59	3,510.00
KLA Corp	4.100%	11/14/25	03/15/29	1,019	4.080%	405,000.00	405,271.35	(41.97)	405,229.38	3,505.50
Home Depot	4.900%	12/04/25	04/15/29	1,050	3.970%	185,000.00	190,337.25	(756.52)	189,580.73	1,158.31
American Express Co	4.731%	04/25/25	04/25/29	1,060	4.730%	220,000.00	220,000.00	0.00	220,000.00	1,040.82
Bank of America Corp	4.623%	05/09/25	05/09/29	1,074	4.620%	390,000.00	390,000.00	0.00	390,000.00	1,101.82
American Express Co	4.351%	02/04/26	07/20/29	1,146	4.190%	270,000.00	271,409.40	(178.26)	271,231.14	4,274.86
Bank of NY Mellon	6.317%	03/05/26	10/25/29	1,243	4.620%	285,000.00	300,991.35	(1,378.13)	299,613.22	1,800.35
Wells Fargo	4.182%	01/23/26	01/23/30	1,333	4.180%	95,000.00	95,000.00	0.00	95,000.00	1,412.59
Adobe Inc	2.300%	02/25/26	02/01/30	1,342	4.090%	90,000.00	84,208.50	365.11	84,573.61	690.00
Adobe Inc	2.300%	02/10/26	02/01/30	1,342	4.130%	230,000.00	214,705.00	1,103.28	215,808.28	1,763.33
Adobe Inc	2.300%	02/06/26	02/01/30	1,342	4.130%	400,000.00	373,388.00	1,983.98	375,371.98	3,066.67
National Secs Clearing	4.700%	05/20/25	05/20/30	1,450	4.710%	415,000.00	414,742.70	49.20	414,791.90	595.99
Analog Devices Inc	4.500%	06/16/25	06/15/30	1,476	4.520%	400,000.00	399,648.00	62.61	399,710.61	8,300.00
Novartis Capital	4.100%	11/05/25	11/05/30	1,619	4.170%	275,000.00	274,175.00	87.09	274,262.09	814.31
Shell Finance US	4.125%	11/06/25	11/06/30	1,620	4.190%	270,000.00	269,203.50	82.82	269,286.32	773.44
Totalenerg Cap USA LLC	4.248%	01/13/26	01/13/31	1,688	4.250%	250,000.00	250,000.00	0.00	250,000.00	4,071.00
Totalenerg Cap USA LLC	4.248%	01/13/26	01/13/31	1,688	4.180%	340,000.00	341,054.00	(74.76)	340,979.24	5,536.56
Alphabet Inc	4.100%	02/13/26	02/15/31	1,721	4.170%	230,000.00	229,247.90	41.63	229,289.53	2,829.00
Alphabet Inc	4.100%	02/17/26	02/15/31	1,721	4.110%	280,000.00	279,868.40	7.00	279,875.40	3,444.00
Alphabet Inc	4.100%	02/17/26	02/15/31	1,721	4.120%	310,000.00	309,705.50	16.05	309,721.55	3,813.00
Amazon Com Inc	4.250%	03/13/26	03/13/31	1,747	4.280%	240,000.00	239,635.20	15.32	239,650.52	2,210.00
Amazon Com Inc	4.250%	03/13/26	03/13/31	1,747	4.290%	310,000.00	309,504.00	20.71	309,524.71	2,854.58
Abbvie Inc	4.125%	03/04/26	03/15/31	1,749	4.130%	245,000.00	244,931.40	3.23	244,934.63	2,442.34
Abbott Laboratories	4.000%	03/09/26	03/15/31	1,749	4.030%	400,000.00	399,420.00	24.30	399,444.30	3,644.44
BMW US Capital	4.650%	03/19/26	03/19/31	1,753	4.670%	270,000.00	269,762.40	8.99	269,771.39	2,511.00
Caterpillar Finl	4.500%	05/15/26	05/15/31	1,810	4.530%	220,000.00	219,698.60	2.69	219,701.29	440.00
Meta Platforms Inc	4.550%	05/06/26	05/15/31	1,810	4.590%	410,000.00	409,208.70	10.77	409,219.47	1,399.13
Eli Lilly & Co	4.375%	05/20/26	05/20/31	1,815	4.400%	245,000.00	244,737.85	2.24	244,740.09	327.52
Westpac Banking	4.450%	05/14/26	06/12/31	1,838	4.460%	540,000.00	539,676.00	3.56	539,679.56	1,134.75
Servicenow Inc	4.700%	05/15/26	08/15/31	1,902	4.820%	195,000.00	193,869.00	9.22	193,878.22	407.33
Salesforce Inc	4.900%	03/13/26	09/15/31	1,933	4.940%	545,000.00	543,959.05	37.35	543,996.40	5,786.08
Goldman Sachs Group	4.516%	01/21/26	01/21/32	2,061	4.520%	270,000.00	270,000.00	0.00	270,000.00	4,403.10
UBS AG Stamford Ct	4.632%	03/16/26	01/21/32	2,061	4.630%	400,000.00	400,000.00	0.00	400,000.00	3,860.00
Morgan Stanley Bank	4.809%	04/17/26	04/16/32	2,147	4.810%	400,000.00	400,000.00	0.00	400,000.00	2,351.07
Truist Bank	4.136%	01/23/26	10/23/29	1,241	4.230%	540,000.00	538,137.00	164.25	538,301.25	2,357.52
Morgan Stanley Bank	4.213%	02/02/26	02/08/30	1,349	4.220%	260,000.00	259,940.20	5.32	259,945.52	3,620.84
Morgan Stanley Bank	4.213%	02/02/26	02/08/30	1,349	4.210%	290,000.00	290,000.00	0.00	290,000.00	4,038.63
Citibank NA	4.914%	05/29/25	05/29/30	1,459	4.910%	250,000.00	250,000.00	0.00	250,000.00	68.25
Weighted Avg Maturity			1.396		3.804%	\$ 55,344,884.78	\$ 54,788,370.08	\$ 211,058.61	\$ 54,999,428.69	\$ 342,880.52
Water Fund L-T Water Capital Reserve (01-121900)										
III - Money Market (PFM Asset Management)	3.630%	05/31/26	06/01/26	1	3.630%	181,119.88	181,119.88	0.00	181,119.88	-
US Treasury Notes	4.500%	03/13/25	05/15/27	349	3.960%	225,000.00	227,496.09	(1,374.61)	226,121.48	467.73
US Treasury Notes	3.875%	10/06/25	05/31/27	365	3.600%	100,000.00	100,429.69	(166.85)	100,262.84	10.59
US Treasury Notes	3.500%	10/29/25	09/30/27	487	3.500%	100,000.00	99,992.19	2.40	99,994.59	592.90
US Treasury Notes	3.500%	10/29/25	09/30/27	487	3.500%	130,000.00	129,994.92	1.56	129,996.48	770.77
US Treasury Notes	3.875%	01/21/26	11/30/27	548	3.590%	200,000.00	201,015.63	(191.04)	200,824.59	21.17
US Treasury Notes	3.625%	01/26/26	03/31/28	670	3.610%	85,000.00	85,016.60	(2.43)	85,014.17	521.96
US Treasury Notes	1.250%	01/14/26	05/31/28	731	3.550%	100,000.00	94,804.69	798.64	95,603.33	3.42
US Treasury Notes	1.250%	01/23/26	05/31/28	731	3.640%	110,000.00	104,121.88	852.50	104,974.38	3.76
US Treasury Notes	1.250%	06/04/21	05/31/28	731	1.230%	275,000.00	275,365.23	(260.67)	275,104.56	9.39
US Treasury Notes	1.250%	10/03/24	05/31/28	731	3.550%	300,000.00	276,562.50	10,266.99	286,829.49	10.25
US Treasury Notes	1.000%	08/02/21	07/31/28	792	0.990%	400,000.00	400,203.13	(140.19)	400,062.94	1,337.02
US Treasury Notes	1.125%	09/02/21	08/31/28	823	1.070%	200,000.00	200,679.69	(460.93)	200,218.76	568.61
US Treasury Notes	3.500%	12/03/25	10/15/28	868	3.540%	220,000.00	219,776.56	37.40	219,813.96	988.80
US Treasury Notes	3.125%	05/01/19	11/15/28	899	2.470%	150,000.00	158,320.31	(6,176.37)	152,143.94	216.54
US Treasury Notes	3.500%	01/20/26	12/15/28	929	3.650%	60,000.00	59,751.56	29.70	59,781.26	969.23
US Treasury Notes	2.750%	06/03/22	05/31/29	1,096	2.950%	250,000.00	246,933.59	1,751.72	248,685.31	18.78
US Treasury Notes	3.250%	07/06/22	06/30/29	1,126	2.870%	500,000.00	511,992.19	(6,703.59)	505,288.60	6,823.20
US Treasury Notes	4.125%	01/21/26	10/31/29	1,249	3.750%	175,000.00	177,269.53	(202.56)	177,066.97	627.72
US Treasury Notes	4.000%	08/23/24	10/31/29	1,249	4.290%	400,000.00	394,265.63	2,270.43	396,536.06	1,391.30
US Treasury Notes	4.000%	03/05/24	10/31/29	1,249	3.750%	550,000.00	556,359.38	(2,037.28)	554,322.10	1,913.04
US Treasury Notes	1.750%	02/03/20	11/15/29	1,264	1.560%	250,000.00	254,355.47	(2,815.02)	251,540.45	202.11
US Treasury Notes	3.500%	02/02/23	01/31/30	1,341	3.590%	285,000.00	283,408.01	757.05	284,165.06	3,334.19
US Treasury Notes	1.500%	03/04/22	02/15/30	1,356	1.820%	125,000.00	122,041.02	1,578.80	123,619.82	549.03
US Treasury Notes	3.625%	08/02/24	03/31/30	1,400	3.940%	600,000.00	590,460.94	2,858.33	593,319.27	3,684.43
US Treasury Notes	3.875%	12/26/25	04/30/30	1,430	3.690%	195,000.00	196,439.65	(133.01)	196,306.64	657.07
US Treasury Notes	0.625%	06/29/20	05/15/30	1,445	0.650%	100,000.00	99,765.62	140.53	99,906.15	28.87
US Treasury Notes	4.000%	01/15/26	05/31/30	1,461	3.670%	95,000.00	96,246.88	(99.25)	96,147.63	10.38
US Treasury Notes	0.625%	11/03/21	08/15/30	1,537	1.500%	250,000.00	232,148.44	9,298.85	241,447.29	457.53

DuPAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
May 31, 2026

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE	YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 05/31/26	
US Treasury Notes	4.125%	11/05/24	08/31/30	1.553	4,220%	425,000.00	422,808.59	540.50	423,349.09	4,430.45
US Treasury Notes	4.625%	09/03/24	09/30/30	1.583	3.750%	675,000.00	706,851.56	(8,419.47)	698,432.09	5,288.42
US Treasury Notes	0.875%	12/11/20	11/15/30	1.629	0.880%	200,000.00	199,867.19	73.13	199,940.32	80.84
US Treasury Notes	3.625%	01/21/26	12/31/30	1.675	3.850%	100,000.00	98,984.38	68.42	99,052.80	1,522.10
US Treasury Notes	3.750%	01/04/24	12/31/30	1.675	3.960%	600,000.00	592,242.19	2,438.53	594,680.72	9,447.51
US Treasury Notes	4.250%	03/25/26	02/28/31	1.734	4.050%	100,000.00	100,894.53	(30.21)	100,864.32	1,074.05
US Treasury Notes	4.125%	04/23/26	03/31/31	1.765	3.930%	85,000.00	85,743.75	(14.36)	85,729.39	593.95
US Treasury Notes	4.125%	04/15/26	03/31/31	1.765	3.930%	145,000.00	146,285.74	(30.05)	146,255.69	1,013.22
US Treasury Notes	3.875%	03/31/26	03/31/31	1.765	4.100%	519,606.45	519,606.45	167.98	519,774.43	3,446.21
US Treasury Notes	4.125%	06/11/25	07/31/31	1.887	4.240%	125,000.00	124,199.22	113.94	124,313.16	1,723.50
US Treasury Notes	3.750%	12/30/24	08/31/31	1.918	4.510%	190,000.00	181,746.88	1,557.62	183,304.50	1,800.61
US Treasury Notes	3.750%	03/03/26	08/31/31	1.918	3.690%	300,000.00	300,914.06	(37.04)	300,877.02	2,843.07
US Treasury Notes	4.125%	07/03/25	10/31/31	1.979	3.920%	375,000.00	379,189.45	(542.33)	378,647.12	1,345.11
US Treasury Notes	1.375%	02/22/22	11/15/31	1.994	1.940%	450,000.00	427,517.58	9,871.26	437,888.84	285.84
US Treasury Notes	4.125%	09/30/25	11/30/31	2.009	3.820%	400,000.00	406,546.88	(636.20)	405,910.68	45.08
US Treasury Notes	4.500%	10/06/25	12/31/31	2.040	3.810%	775,000.00	804,274.41	(2,753.26)	801,521.15	14,643.65
US Treasury Notes	4.125%	08/05/25	02/29/32	2.100	4.140%	300,000.00	299,765.63	26.09	299,791.72	3,127.38
US Treasury Notes	2.875%	09/04/25	05/15/32	2.176	3.990%	195,000.00	182,378.32	1,239.27	183,617.59	258.98
US Treasury Notes	4.000%	10/29/25	07/31/32	2.253	3.770%	100,000.00	101,359.38	(105.23)	101,254.15	1,337.02
US Treasury Notes	3.750%	12/26/25	11/30/32	2.375	3.930%	75,000.00	74,188.48	44.44	74,232.92	7.68
US Treasury Notes	3.500%	01/07/26	02/15/33	2.452	3.940%	125,000.00	122,856.45	98.55	122,955.00	12.81
US Treasury Notes	3.750%	05/06/26	02/28/33	2.465	4.230%	220,000.00	213,786.72	56.60	213,843.32	2,084.92
US Treasury Notes	3.750%	04/09/26	02/28/33	2.465	4.080%	260,000.00	254,810.15	94.66	254,904.81	2,463.99
US Treasury Notes	4.125%	05/06/26	04/30/33	2.526	4.240%	150,000.00	148,968.75	9.69	148,978.44	538.04
US Treasury Notes	4.125%	04/30/26	04/30/33	2.526	4.220%	290,000.00	288,334.77	18.01	288,352.78	1,040.22
US Treasury Notes	4.500%	03/04/25	11/15/33	2.725	4.220%	90,000.00	91,785.94	(216.93)	91,569.01	187.09
US Treasury Notes	4.500%	09/04/25	11/15/33	2.725	4.120%	95,000.00	97,504.88	(193.54)	97,311.34	197.49
US Treasury Notes	4.250%	04/03/25	11/15/34	3.090	4.150%	190,000.00	191,439.85	(143.98)	191,295.87	373.03
New York St Dorm Auth Municipal Bonds	2.888%	03/25/22	03/15/27	288	2.890%	55,000.00	55,000.00	0.00	55,000.00	335.33
NYC Transitional	4.930%	05/29/25	05/01/31	1.796	4.930%	150,000.00	150,000.00	0.00	150,000.00	616.25
New York H	5.171%	04/29/25	02/01/32	2.072	5.170%	300,000.00	300,000.00	0.00	300,000.00	5,171.00
Oregon St B	4.891%	04/29/25	05/01/32	2.162	4.890%	75,000.00	75,000.00	0.00	75,000.00	305.69
NYC Transitional	5.030%	05/29/25	05/01/32	2.162	5.030%	150,000.00	150,000.00	0.00	150,000.00	628.75
Hawaii St	4.569%	04/30/26	10/01/33	2.680	4.570%	155,000.00	155,000.00	0.00	155,000.00	609.83
FR ZT1267	2.500%	08/21/19	05/01/28	701	2.320%	5,571.62	5,649.10	(59.93)	5,589.17	11.61
FNMA Pool #AU1266	3.000%	10/31/17	07/01/28	762	2.720%	9,304.59	9,541.57	(189.51)	9,352.06	23.26
FG J32374	2.500%	02/17/22	11/01/28	885	2.220%	20,133.76	20,486.10	(224.06)	20,262.04	41.95
Fannie Mae Pool	4.000%	03/18/19	03/01/29	1,005	3.630%	4,448.73	4,585.66	(98.44)	4,487.22	14.83
FNMA Pool #AS4197	3.500%	07/16/15	01/01/30	1,311	3.000%	5,718.46	6,054.42	(251.54)	5,802.88	16.68
FHLMC Pool #U49048	3.000%	03/17/16	08/01/30	1,523	2.630%	7,637.00	7,972.31	(237.46)	7,734.85	19.09
FNMA Pool #AL7738	3.500%	02/17/16	11/01/30	1,615	2.960%	7,680.39	8,178.41	(346.88)	7,831.53	22.40
FR Z57331	3.000%	02/13/20	12/01/30	1,645	2.600%	23,978.06	24,884.73	(525.16)	24,359.57	59.95
FN FM1082	3.000%	08/19/19	09/01/31	1,919	2.720%	13,863.82	14,264.57	(224.58)	14,039.99	34.66
FG G16635	3.000%	04/18/19	02/01/32	2,072	2.930%	19,941.40	20,099.51	(87.70)	20,011.81	49.85
FN FS2986	4.000%	10/21/22	10/01/32	2,315	4.370%	57,963.97	56,243.16	620.71	56,863.87	193.21
FN BM5462	3.000%	06/21/19	11/01/32	2,346	2.800%	21,651.34	22,141.87	(253.49)	21,888.38	54.13
Freddie Mac Pool	4.000%	06/07/18	02/01/33	2,438	3.730%	6,872.24	7,079.46	(112.50)	6,966.96	22.91
FN CA1455	4.000%	12/20/18	03/01/33	2,466	3.760%	20,009.45	20,530.01	(271.74)	20,258.27	66.70
FN BM5830	3.500%	06/05/19	04/01/34	2,862	3.180%	26,717.18	27,719.07	(469.00)	27,250.07	77.93
FN FM0047	3.000%	06/17/21	12/01/34	3,106	2.450%	39,633.02	42,141.04	(919.12)	41,221.92	99.08
FR SB0759	4.500%	10/18/22	03/01/35	3,196	4.630%	54,631.21	53,948.32	198.75	54,147.07	204.87
FR SB0364	3.500%	06/21/21	06/01/35	3,288	2.830%	34,409.71	37,076.47	(939.72)	36,136.75	100.36
FR SB0666	4.000%	05/17/22	06/01/35	3,288	3.750%	69,799.47	71,631.71	(564.66)	71,067.05	232.66
FN FM3701	2.500%	07/27/20	07/01/35	3,318	2.040%	34,502.33	36,523.96	(787.52)	35,736.44	71.88
FR SB0361	3.000%	03/20/23	07/01/35	3,318	3.530%	70,490.20	66,800.48	955.42	67,755.90	176.23
FN FM5714	4.000%	03/19/21	11/01/35	3,441	3.230%	20,977.23	22,852.07	(662.58)	22,189.49	69.92
FR SB1478	5.000%	04/10/25	02/01/40	4,994	4.960%	229,984.11	231,026.23	(55.33)	230,970.90	958.27
FN FM8086	3.500%	10/15/21	07/01/51	9,162	3.090%	119,497.95	128,927.09	(1,457.95)	127,469.14	348.54
FHMS K070 A2	3.303%	07/05/24	11/01/27	519	4.890%	275,000.00	261,325.20	7,370.80	268,696.00	756.94
FHMS KJ40 A1	3.400%	07/14/22	06/01/28	732	3.400%	62,112.11	62,111.34	0.50	62,111.84	175.98
FNA 2023-M6 A2	4.190%	07/31/23	07/01/28	762	4.580%	233,671.41	229,709.94	2,252.34	231,962.28	812.39
FHMS K508 A2	4.740%	10/19/23	08/01/28	793	5.260%	250,000.00	244,516.00	2,774.82	247,290.82	987.50
FHMS K506 A2	4.650%	09/14/23	08/01/28	793	4.990%	255,000.00	251,227.79	1,946.79	253,174.58	988.13
FHMS K509 A2	4.850%	10/31/23	09/01/28	824	5.600%	190,000.00	183,942.23	2,929.14	186,871.37	767.92
FHMS K507 A2	4.800%	09/28/23	09/01/28	824	5.070%	250,000.00	247,011.75	1,479.52	248,491.27	1,000.00
FHMS K510 A2	5.069%	11/21/23	10/01/28	854	5.140%	90,000.00	89,739.81	124.85	89,864.66	380.18
FHMS K511 A2	4.860%	12/07/23	10/25/28	878	4.930%	140,000.00	139,597.78	191.79	139,789.57	567.00
FHMS K512 A2	5.000%	12/21/23	11/01/28	885	4.780%	76,376.67	71,300.91	2,996.14	74,297.05	190.94
FHMS K750 A1	3.000%	11/03/22	11/01/28	885	4.260%	119,745.39	120,863.58	(519.76)	120,343.82	498.94
FHMS KJ45 A1	4.455%	05/25/23	11/01/28	885	4.460%	184,198.13	184,197.76	0.20	184,197.96	683.84
FHMS KJ43 A1	4.377%	12/15/22	12/01/28	915	4.380%	115,481.26	115,479.29	1.13	115,480.42	421.22
FHMS K514 A2	4.572%	06/06/24	12/01/28	915	4.960%	265,000.00	260,859.38	1,685.57	262,544.95	1,009.65
FHMS KJ44 A1	4.558%	02/23/23	01/25/29	970	4.560%	47,263.25	47,261.77	0.82	47,262.59	179.52
FHMS K752 A1	4.284%	08/24/23	01/01/29	946	4.910%	91,580.47	88,875.28	1,382.40	90,257.68	326.94
FHMS K749 A2	2.120%	04/15/25	03/01/29	1,005	4.200%	200,000.00	184,835.94	4,064.27	188,900.21	353.33
FHMS KJ42 A1	3.902%	09/15/22	07/01/29	1,127	3.900%	76,663.44	76,660.52	1.58	76,662.10	249.28
FHMS K526 A2	4.543%	08/15/24	07/01/29	1,127	4.330%	240,000.00	242,244.96	(756.83)	241,488.13	908.60
FHMS K097 A2	2.508%	07/17/24	07/01/29	1,127	4.520%	270,000.00	245,552.34	8,442.12	253,994.46	564.30
FHMS K529 A2	4.791%	10/16/24	09/01/29	1,189	4.340%	160,000.00	163,197.92	(973.22)	162,224.70	638.80
FHMS K120 A1	0.892%	04/01/24	07/01/30	1,492	3.310%	217,169.56	187,189.99	9,558.12	196,748.11	161.43

DuPAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
May 31, 2026

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 05/31/26	
FHMS KJ49 A1	5.007%	02/19/24	09/01/30	1,554	5.010%	180,861.93	180,856.69	1.73	180,858.42	754.65	
FHR 4096 PA	1.375%	02/21/20	08/01/27	427	1.490%	7,486.69	7,425.86	51.01	7,476.87	8.58	
FNR 2012-145 EA	1.250%	02/07/20	01/01/28	580	1.440%	4,606.14	4,540.82	51.77	4,592.59	4.80	
FNR 2013-39 MP	1.750%	12/09/19	05/01/28	701	1.860%	13,494.79	13,380.93	87.14	13,468.07	19.68	
Fannie Mae	2.500%	10/25/19	03/01/33	2,466	2.400%	21,856.28	22,095.33	(117.47)	21,977.86	45.53	
Freddie Mac	3.000%	05/03/19	04/01/34	2,862	2.960%	26,797.31	26,929.20	(62.37)	26,866.83	66.99	
FHR 5050 XL	1.000%	02/11/22	07/01/36	3,684	1.80%	30,473.57	29,749.81	215.99	29,965.80	25.39	
FHR 5050 XL	1.000%	07/19/24	07/01/36	3,684	1.820%	129,281.79	117,868.63	1,550.61	119,419.24	107.73	
FHR 5050 XA	1.000%	07/24/24	07/01/39	4,779	1.690%	132,473.00	120,426.23	1,273.82	121,700.05	110.39	
FHR 5042 DA	1.000%	07/24/24	05/01/41	5,449	1.550%	133,555.48	122,745.83	1,013.25	123,759.08	111.30	
FHR 4384 BA	3.000%	05/29/26	08/01/43	6,271	3.270%	326,452.58	315,026.74	(35.64)	314,991.10	816.13	
FNR 2015-33 P	2.500%	02/14/20	06/01/45	6,941	2.400%	12,560.92	12,800.36	(59.33)	12,741.03	26.17	
FNR 2016-79 HA	2.000%	06/05/20	11/01/46	7,459	1.830%	23,596.70	24,459.45	(194.83)	24,264.62	39.33	
FNR 2019-13A	3.500%	01/23/24	04/01/49	8,341	3.840%	197,639.50	186,931.46	619.93	187,551.39	576.45	
Federal Home Loan Bank Notes	0.830%	08/19/22	02/10/27	255	3.370%	245,000.00	219,338.70	21,695.03	241,033.73	627.00	
Fannie Mae Notes	0.750%	10/07/20	10/08/27	495	0.770%	210,000.00	209,699.70	242.24	209,941.94	231.88	
Fannie Mae Notes	0.875%	08/05/20	08/05/30	1,527	0.930%	100,000.00	99,485.00	299.78	99,784.78	281.94	
Federal Home Loan Bank Notes	3.500%	08/05/22	06/11/32	2,203	3.120%	230,000.00	237,378.40	(2,863.14)	234,515.26	3,801.39	
American Honda Finance	4.900%	07/10/24	07/09/27	404	4.950%	185,000.00	184,761.35	146.69	184,908.04	3,575.64	
National Rural Util Corp	4.750%	02/07/25	02/07/28	617	4.650%	55,000.00	54,975.80	10.22	54,986.02	827.29	
Mars Inc	4.600%	03/12/25	03/01/28	640	4.600%	50,000.00	49,999.50	0.25	49,999.75	575.00	
Mars Inc	4.600%	03/12/25	03/01/28	640	4.530%	80,000.00	80,157.60	(64.13)	80,093.47	920.00	
Kenvue Inc	5.050%	06/30/25	03/22/28	661	4.120%	150,000.00	153,541.50	(1,188.61)	152,352.89	1,451.88	
Citigroup Inc	4.643%	05/07/25	05/07/28	707	4.640%	200,000.00	200,000.00	0.00	200,000.00	619.07	
National Secs Clearing	5.000%	11/24/25	05/30/28	730	3.700%	300,000.00	307,494.00	(1,539.79)	305,954.21	41.67	
HSBC USA	4.650%	06/03/25	06/03/28	734	4.650%	200,000.00	200,016.00	(5.02)	200,010.98	4,598.33	
PNC Financial	4.075%	01/26/26	01/26/29	971	4.080%	115,000.00	115,000.00	0.00	115,000.00	1,627.17	
Astrazeneca Finance LLC	4.850%	04/16/25	02/26/29	1,002	4.510%	110,000.00	111,287.00	(360.81)	110,926.19	1,407.85	
Cisco Systems Inc	4.850%	11/07/25	02/26/29	1,002	4.020%	210,000.00	215,336.10	(890.63)	214,445.47	2,687.71	
Mercedes Benz	4.250%	03/10/26	03/10/29	1,014	4.270%	150,000.00	149,937.00	4.73	149,941.73	1,434.38	
KLA Corp	4.100%	11/14/25	03/15/29	1,019	4.080%	215,000.00	215,144.05	(22.28)	215,121.77	1,860.94	
Home Depot	4.900%	12/04/25	04/15/29	1,050	3.970%	100,000.00	102,885.00	(408.93)	102,476.07	626.11	
American Express Co	4.731%	04/25/25	04/25/29	1,060	4.730%	115,000.00	115,000.00	0.00	115,000.00	544.07	
Bank of America Corp	4.623%	05/09/25	05/09/29	1,074	4.620%	200,000.00	200,000.00	0.00	200,000.00	565.03	
Roche Holdings	4.203%	10/15/25	09/09/29	1,197	4.060%	200,000.00	200,980.00	(151.13)	200,828.87	1,914.70	
Bank of NY Mellon	6.317%	03/05/26	10/25/29	1,243	4.620%	155,000.00	163,697.05	(749.51)	162,947.54	979.14	
Wells Fargo	4.182%	01/23/26	01/23/30	1,333	4.180%	50,000.00	50,000.00	0.00	50,000.00	743.47	
Adobe Inc	2.300%	02/25/26	02/01/30	1,342	4.090%	45,000.00	42,104.25	182.55	42,286.80	345.00	
Adobe Inc	2.300%	02/10/26	02/01/30	1,342	4.130%	125,000.00	116,687.50	599.61	117,287.11	958.33	
Adobe Inc	2.300%	02/06/26	02/01/30	1,342	4.130%	220,000.00	205,363.40	1,091.19	206,454.59	1,686.67	
John Deere Capital	4.550%	06/05/25	06/05/30	1,466	4.560%	100,000.00	99,947.00	9.83	99,956.83	2,224.44	
Analog Devices Inc	4.500%	06/16/25	06/15/30	1,476	4.520%	200,000.00	199,824.00	31.31	199,855.31	4,150.00	
Novartis Capital	4.100%	11/05/25	11/05/30	1,619	4.170%	260,000.00	259,220.00	82.34	259,302.34	769.89	
Shell Finance US	4.125%	11/06/25	11/06/30	1,620	4.190%	145,000.00	144,572.25	44.48	144,616.73	415.36	
Totalenergi Cap USA LLC	4.248%	01/13/26	01/13/31	1,688	4.250%	135,000.00	135,000.00	0.00	135,000.00	2,198.34	
Alphabet Inc	4.100%	02/17/26	02/15/31	1,721	4.120%	90,000.00	89,914.50	4.66	89,919.16	1,107.00	
Alphabet Inc	4.100%	02/13/26	02/15/31	1,721	4.170%	125,000.00	124,591.25	22.63	124,613.88	1,537.50	
Cummins Inc	4.700%	05/09/25	02/15/31	1,721	4.700%	200,000.00	199,926.00	12.20	199,938.20	2,767.78	
Caterpillar Finl	4.500%	05/15/26	05/15/31	1,810	4.530%	115,000.00	114,842.45	1.41	114,843.86	230.00	
Eli Lilly & Co	4.375%	05/20/26	05/20/31	1,815	4.400%	130,000.00	129,860.90	1.19	129,862.09	173.78	
Westpac Banking Corp	4.450%	05/14/26	06/12/31	1,838	4.460%	290,000.00	289,826.00	1.91	289,827.91	609.40	
Goldman Sachs Group	4.516%	01/21/26	01/21/32	2,061	4.520%	150,000.00	150,000.00	0.00	150,000.00	2,446.17	
UBS AG Stamford Ct	4.632%	03/16/26	01/21/32	2,061	4.630%	250,000.00	250,000.00	0.00	250,000.00	2,412.50	
Morgan Stanley Bank	4.809%	04/17/26	04/16/32	2,147	4.810%	220,000.00	220,000.00	0.00	220,000.00	1,293.09	
Totalenergi Cap USA LLC	4.569%	01/13/26	01/13/33	2,419	4.570%	290,000.00	290,000.00	0.00	290,000.00	5,079.21	
Alphabet Inc	4.400%	02/13/26	02/15/33	2,452	4.500%	290,000.00	288,341.20	62.71	288,403.91	3,828.00	
Salesforce Inc	5.200%	03/13/26	03/15/33	2,480	5.240%	295,000.00	294,348.05	18.53	294,366.58	3,323.67	
Servicenow Inc	5.050%	05/15/26	05/15/33	2,541	5.190%	155,000.00	153,721.25	7.51	153,728.76	347.89	
Amazon Co Inc	4.875%	06/01/26	03/13/36	3,574	5.020%	290,000.00	286,804.20	0.00	286,804.20	3,063.13	
Salesforce Inc	5.000%	05/08/26	05/07/36	3,629	4.980%	290,000.00	290,452.40	(2.20)	290,450.20	966.67	
Truist Bank	4.136%	01/23/26	10/23/29	1,241	4.230%	290,000.00	288,999.50	88.21	289,087.71	1,266.08	
Morgan Stanley Bank	4.213%	02/02/26	02/08/30	1,349	4.220%	50,000.00	49,988.50	1.02	49,989.52	696.32	
Morgan Stanley Bank	4.213%	02/02/26	02/08/30	1,349	4.210%	250,000.00	250,000.00	0.00	250,000.00	3,481.58	
Citibank NA	4.914%	05/29/25	05/29/30	1,459	4.910%	250,000.00	250,000.00	0.00	250,000.00	68.25	
Weighted Avg Maturity			1,713			3,871%	\$ 29,906,935.49	\$ 29,705,933.57	\$ 71,977.95	\$ 29,777,911.52	\$ 192,763.53

DuPAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
May 31, 2026

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 05/31/26
Capital Reserve (01-122000)										
IIT - Money Market (PFM Asset Management)	3.630%	05/31/26	06/01/26	1	3.630%	10,282.40	10,282.40	0.00	10,282.40	-
US Treasury Notes	2.250%	11/05/24	02/15/27	260	4.180%	250,000.00	251,289.06	(731.73)	250,557.33	519.70
US Treasury Notes	4.500%	03/13/25	05/15/27	349	3.960%	500,000.00	505,546.88	(3,054.70)	502,492.18	1,039.40
US Treasury Notes	4.500%	11/17/25	05/15/27	349	3.590%	600,000.00	607,875.00	(2,802.54)	605,072.46	1,247.28
US Treasury Notes	3.875%	10/06/25	05/31/27	365	3.600%	140,000.00	140,601.56	(233.58)	140,367.98	14.82
US Treasury Notes	3.875%	07/22/25	05/31/27	365	3.870%	280,000.00	280,010.94	(4.70)	280,006.24	29.64
US Treasury Notes	3.125%	09/04/25	08/31/27	457	3.680%	1,725,000.00	1,706,874.02	6,616.39	1,713,490.41	13,623.05
US Treasury Notes	2.250%	01/05/26	11/15/27	533	3.480%	235,000.00	229,831.84	1,097.99	230,929.83	244.26
US Treasury Notes	3.875%	01/21/26	11/30/27	548	3.590%	670,000.00	673,402.34	(639.95)	672,762.39	70.94
US Treasury Notes	3.500%	01/21/26	01/31/28	610	3.600%	325,000.00	324,377.93	108.21	324,486.14	3,802.14
US Treasury Notes	3.500%	01/07/26	01/31/28	610	3.470%	2,150,000.00	2,151,259.77	(235.45)	2,151,024.32	25,152.62
US Treasury Notes	1.125%	04/03/25	02/29/28	639	3.840%	400,000.00	370,421.88	11,421.01	381,842.89	1,137.23
US Treasury Notes	3.375%	03/13/26	02/29/28	639	3.740%	1,500,000.00	1,489,570.31	1,122.73	1,490,693.04	12,793.82
US Treasury Notes	1.125%	03/05/26	02/29/28	639	3.430%	3,000,000.00	2,868,046.88	15,480.64	2,883,527.52	8,529.21
US Treasury Notes	3.750%	03/31/26	04/15/28	685	4.020%	1,500,000.00	1,492,207.03	628.53	1,492,835.56	7,223.36
US Treasury Notes	3.750%	05/21/25	05/15/28	715	3.940%	200,000.00	198,953.13	348.03	199,301.16	346.47
US Treasury Notes	3.750%	07/03/25	05/15/28	715	3.690%	1,950,000.00	1,952,970.70	(908.95)	1,952,061.75	3,378.06
US Treasury Notes	3.750%	06/05/25	05/31/28	731	3.890%	775,000.00	769,248.05	1,833.03	771,081.08	76.76
US Treasury Notes	3.625%	05/06/26	05/31/28	731	3.890%	1,525,000.00	1,517,136.72	261.84	1,517,398.56	151.04
US Treasury Notes	4.000%	08/05/25	06/30/28	761	3.890%	1,725,000.00	1,730,053.71	(1,373.46)	1,728,680.25	28,972.38
US Treasury Notes	4.125%	09/04/25	07/31/28	792	3.650%	1,400,000.00	1,418,210.94	(4,454.50)	1,413,756.44	19,303.18
US Treasury Notes	3.500%	12/03/25	10/15/28	868	3.540%	385,000.00	384,608.98	65.46	384,674.44	1,730.40
US Treasury Notes	3.500%	03/04/26	10/15/28	868	3.550%	1,000,000.00	998,710.94	116.70	998,827.64	4,494.54
US Treasury Notes	4.875%	12/04/25	10/31/28	884	3.500%	300,000.00	311,285.16	(1,834.93)	309,450.23	1,271.74
US Treasury Notes	3.500%	04/13/26	03/15/29	1,019	3.800%	675,000.00	669,383.79	243.81	669,627.60	5,007.47
US Treasury Notes	2.375%	04/08/26	03/31/29	1,035	3.880%	530,000.00	507,806.25	1,048.32	508,854.57	2,132.31
New York H	4.669%	04/29/25	02/01/28	611	4.670%	125,000.00	125,000.00	0.00	125,000.00	1,945.42
NYC Transitional	4.487%	05/29/25	05/01/28	701	4.490%	125,000.00	125,000.00	0.00	125,000.00	467.40
Oregon St B	4.368%	04/29/25	05/01/28	701	4.370%	145,000.00	145,000.00	0.00	145,000.00	527.80
FN AL2092	3.000%	03/06/18	07/01/27	396	2.980%	8,566.22	8,576.92	(9.39)	8,567.53	21.42
Fannie Mae Pool	3.500%	04/05/18	02/01/28	611	3.230%	24,014.85	24,562.68	(451.81)	24,110.87	70.04
Fannie Mae Pool	3.500%	04/05/18	03/01/28	640	3.230%	12,164.80	12,442.31	(226.95)	12,215.36	35.48
Fannie Mae Pool	3.500%	04/05/18	04/01/28	671	3.240%	15,321.88	15,657.04	(271.83)	15,385.21	44.69
FR ZT1267	2.500%	08/21/19	05/01/28	701	3.230%	14,625.47	14,828.86	(157.32)	14,671.54	30.47
FN CA1940	4.000%	07/11/18	06/01/28	732	3.640%	17,067.87	17,574.57	(401.48)	17,173.09	56.89
FG J32374	2.500%	02/17/22	11/01/28	885	2.220%	59,714.96	60,759.97	(664.53)	60,095.44	124.41
Fannie Mae Pool	4.000%	03/18/19	03/01/29	1,005	3.630%	12,392.88	12,774.35	(274.23)	12,500.12	41.31
FR FS2986	4.000%	10/21/22	10/01/32	2,315	4.370%	162,299.17	157,480.91	1,738.00	159,218.91	541.00
FR SB0364	3.500%	06/21/21	06/01/35	3,288	2.830%	103,229.09	111,229.34	(2,819.13)	108,410.21	301.08
FNA 2016-M12 A2	2.527%	11/27/23	09/01/26	93	5.050%	258,614.85	241,299.78	15,094.61	256,394.39	419.71
FNA 2017-M8 A2	3.061%	06/28/24	05/01/27	335	4.920%	255,055.98	242,512.40	7,928.77	250,441.17	650.61
FHMS K066 A2	3.117%	08/15/24	06/01/27	366	4.170%	493,154.78	479,072.90	8,581.90	487,654.80	1,280.97
FNA 2024-M6 A2	2.905%	12/17/24	07/01/27	396	4.320%	458,688.63	442,634.53	8,686.80	451,321.33	1,108.61
FHMS KJ28 A2	2.308%	01/11/24	10/01/27	488	3.910%	325,027.66	306,592.50	11,250.26	317,842.76	625.14
FHMS K070 A2	3.303%	07/05/24	11/01/27	519	4.890%	500,000.00	475,136.72	13,401.46	488,538.18	1,376.25
FHMS K071 A2	3.286%	03/31/25	11/01/27	519	4.360%	500,000.00	486,914.06	5,309.55	492,223.61	1,369.17
FHMS K072 A2	3.444%	04/11/25	12/01/27	549	4.200%	465,000.00	455,936.13	3,666.75	459,602.88	1,334.55
FNA 2018-M2 A2	3.003%	04/08/25	01/01/28	580	4.070%	438,204.64	425,777.43	4,896.01	430,673.44	1,069.27
FHMS KS06 A1	4.650%	09/14/23	05/01/28	701	5.010%	629,456.19	620,042.69	5,147.73	625,190.42	2,439.14
FHMS KJ46 A1	4.777%	04/05/24	06/01/28	732	4.990%	465,988.48	462,165.91	1,951.52	464,117.43	1,855.02
FNA 2023-M6 A2	4.190%	07/31/23	07/01/28	762	4.580%	591,051.19	581,031.02	5,697.09	586,728.11	2,054.87
FHMS KS06 A2	4.650%	04/07/26	08/01/28	793	4.230%	500,000.00	504,746.09	(282.05)	504,464.04	1,937.50
FHMS KS07 A2	4.800%	04/07/26	09/01/28	824	4.240%	525,000.00	531,870.12	(394.03)	531,476.09	2,100.00
FHMS KS14 A2	4.572%	03/06/26	12/01/28	915	3.950%	510,000.00	518,466.80	(673.22)	517,793.58	1,943.10
FHMS K109 A1	1.036%	04/24/24	10/01/29	1,219	3.380%	556,716.19	491,128.05	0.00	491,128.05	480.63
FHMS K106 A1	1.783%	04/11/24	10/01/29	1,219	3.680%	591,484.00	535,177.49	20,330.21	555,507.70	878.85
FHMS K124 A1	0.964%	12/24/25	08/01/30	1,523	2.470%	486,814.99	454,373.33	2,864.99	457,238.32	391.07
FHR 4096 PA	1.375%	02/21/20	08/01/27	427	1.490%	19,454.14	19,296.08	132.55	19,428.63	22.29

DuPAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
May 31, 2026

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE	YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 05/31/26		
FNR 2013-39 MP	1.750%	12/09/19	05/01/28	701	1.860%	36,228.27	35,922.60	233.95	36,156.55	52.83	
FHR 5050 XL	1.000%	02/11/22	07/01/36	3,684	1.180%	90,497.24	88,347.94	641.39	88,989.33	75.41	
FHR 5050 XL	1.000%	07/16/24	07/01/36	3,684	1.820%	203,157.10	185,222.13	2,436.68	187,658.81	169.30	
FHR 5050 XA	1.000%	07/24/24	07/01/39	4,779	1.690%	240,860.00	218,956.79	2,316.02	221,272.81	200.72	
FHR 5277 CA	2.500%	04/08/24	12/01/39	4,932	3.140%	265,457.42	244,241.56	2,899.04	247,140.60	553.04	
FHR 5042 DA	1.000%	07/24/24	05/01/41	5,449	1.550%	240,399.87	220,942.50	1,823.84	222,766.34	200.33	
FNR 2021-45 DC	1.250%	05/29/26	07/01/41	5,510	1.790%	552,785.64	513,658.78	(171.08)	513,487.70	575.82	
FHR 4384 BA	3.000%	05/29/26	08/01/43	6,271	3.270%	565,851.13	546,046.34	(61.78)	545,984.56	1,414.63	
FNR 2015-33 P	2.500%	02/14/20	06/01/45	6,941	2.400%	32,972.49	33,601.03	(155.74)	33,445.29	68.69	
Federal Home Loan Bank Notes	1.145%	08/14/23	12/30/26	213	4.060%	975,000.00	895,118.25	66,152.07	961,270.32	4,543.23	
Federal Home Loan Bank Notes	0.830%	08/19/22	02/10/27	255	3.370%	675,000.00	604,300.50	59,772.02	664,072.52	1,727.44	
Federal Home Loan Bank Notes	1.020%	08/16/22	02/24/27	269	3.240%	710,000.00	644,104.90	55,249.88	699,354.78	1,951.32	
American Honda Finance	4.900%	03/14/24	03/12/27	285	4.890%	85,000.00	84,953.25	33.98	84,987.23	913.99	
American Honda Finance	4.900%	03/13/24	03/12/27	285	4.920%	90,000.00	90,036.90	(26.77)	90,010.13	967.75	
American Honda Finance	4.900%	07/10/24	07/09/27	404	4.950%	325,000.00	324,580.75	257.69	324,838.44	6,281.53	
National Rural Util Corp	4.750%	02/07/25	02/07/28	617	4.650%	95,000.00	94,958.20	17.66	94,975.86	1,428.96	
Mars Inc	4.600%	03/12/25	03/01/28	640	4.600%	90,000.00	89,999.10	0.45	89,999.55	1,035.00	
Mars Inc	4.600%	03/12/25	03/01/28	640	4.530%	150,000.00	150,295.50	(120.24)	150,175.26	1,725.00	
Abbvie Inc	3.775%	03/04/26	03/03/28	642	3.790%	150,000.00	149,949.00	6.09	149,955.09	1,368.44	
Kenvue Inc	5.050%	06/30/25	03/22/28	661	4.120%	265,000.00	271,256.65	(2,099.88)	269,156.77	2,564.98	
JP Morgan Chase	4.323%	10/06/25	04/26/28	696	4.160%	375,000.00	376,425.00	(587.44)	375,837.56	1,576.09	
Citigroup Inc	4.643%	05/07/25	05/07/28	707	4.640%	370,000.00	370,000.00	0.00	370,000.00	1,145.27	
Servicenow Inc.	4.250%	05/15/26	05/15/28	715	4.440%	65,000.00	64,764.70	5.13	64,769.83	122.78	
Servicenow Inc.	4.250%	05/15/26	05/15/28	715	4.360%	250,000.00	249,465.00	11.96	249,476.96	472.22	
National Secs Clearing	5.000%	04/23/25	05/30/28	730	4.310%	250,000.00	254,195.00	(1,471.19)	252,723.81	34.72	
National Secs Clearing	5.000%	11/24/25	05/30/28	730	3.700%	250,000.00	256,245.00	(1,283.16)	254,961.84	34.72	
National Secs Clearing	5.000%	05/23/25	05/30/28	730	4.330%	480,000.00	487,545.60	(2,516.08)	485,029.52	66.67	
HSBC USA	4.650%	06/03/25	06/03/28	734	4.650%	375,000.00	375,030.00	(9.40)	375,020.60	8,621.88	
Analog Devices Inc	4.500%	06/16/25	06/15/28	746	4.290%	275,000.00	274,703.00	91.37	274,794.37	5,389.24	
PNC Bank	4.429%	10/08/25	07/21/28	782	4.190%	375,000.00	377,276.25	(806.00)	376,470.25	5,997.60	
Shell Finance	3.875%	12/22/25	11/13/28	897	3.880%	530,000.00	529,904.60	14.41	529,919.01	1,026.88	
Goldman Sachs	4.148%	01/21/26	01/21/29	966	4.150%	180,000.00	180,000.00	0.00	180,000.00	2,696.20	
Goldman Sachs	4.148%	03/03/26	01/21/29	966	4.190%	210,000.00	209,754.30	19.81	209,774.11	3,145.57	
National Rural Util Corp	4.850%	03/31/26	02/07/29	983	4.430%	380,000.00	384,240.80	(240.61)	384,000.19	5,836.17	
Alphabet Inc	3.700%	02/13/26	02/15/29	991	3.830%	75,000.00	74,727.75	25.92	74,753.67	832.50	
Realty Income Corp	4.750%	03/18/26	02/15/29	991	4.320%	210,000.00	212,448.60	(166.49)	212,282.11	2,937.08	
Alphabet Inc	3.700%	02/17/26	02/15/29	991	3.740%	440,000.00	439,542.40	42.52	439,584.92	4,884.00	
Cisco Systems Inc	4.850%	11/07/25	02/26/29	1,002	4.020%	370,000.00	379,401.70	(1,569.20)	377,832.50	4,735.49	
John Deere Capital	3.900%	03/10/26	03/09/29	1,013	3.950%	140,000.00	139,812.40	13.57	139,825.97	1,228.50	
Abbott Laboratories	3.700%	03/09/26	03/09/29	1,013	3.750%	415,000.00	414,472.95	38.73	414,511.68	3,497.53	
Mercedes Benz	4.250%	03/10/26	03/10/29	1,014	4.270%	250,000.00	249,895.00	7.88	249,902.88	2,390.63	
Toyota Motor Credit	4.050%	03/13/26	03/13/29	1,017	4.060%	375,000.00	374,865.00	9.93	374,874.93	3,290.63	
Amazon Com Inc	4.000%	03/13/26	03/13/29	1,017	4.010%	400,000.00	399,864.00	9.78	399,873.78	3,466.67	
KLA Corp	4.100%	11/14/25	03/15/29	1,019	4.080%	510,000.00	510,341.70	(52.85)	510,288.85	4,414.33	
Salesforce Inc	4.650%	03/13/26	03/15/29	1,019	4.660%	775,000.00	774,829.50	12.17	774,841.67	7,808.13	
Novartis Capital	4.100%	03/18/26	03/16/29	1,020	4.140%	120,000.00	119,859.60	9.18	119,868.78	997.67	
UBS AG Stamford Ct	4.302%	03/16/26	03/16/29	1,020	4.300%	250,000.00	250,000.00	0.00	250,000.00	2,240.63	
BMW US Capital	4.400%	03/19/26	03/19/29	1,023	4.440%	750,000.00	749,250.00	48.63	749,298.63	6,600.00	
Home Depot	4.900%	12/04/25	04/15/29	1,050	3.970%	375,000.00	385,818.75	(1,533.48)	384,285.27	2,347.92	
American Express Co	4.731%	04/25/25	04/25/29	1,060	4.730%	210,000.00	210,000.00	0.00	210,000.00	993.51	
Bank of America Corp	4.623%	05/09/25	05/09/29	1,074	4.620%	370,000.00	370,000.00	0.00	370,000.00	1,045.31	
Caterpillar Finl	4.300%	05/15/26	05/15/29	1,080	4.340%	325,000.00	324,610.00	6.32	324,616.32	621.11	
Gilead Sciences	4.400%	05/20/26	05/20/29	1,085	4.410%	385,000.00	384,926.85	1.03	384,927.88	517.61	
National Australia Bk	4.434%	06/04/26	06/04/29	1,100	4.430%	500,000.00	500,000.00	0.00	500,000.00	-	
American Express Co	4.351%	02/04/26	07/20/29	1,146	4.190%	250,000.00	251,305.00	(165.06)	251,139.94	3,958.20	
Bank of NY Mellon	6.317%	03/05/26	10/25/29	1,243	4.620%	270,000.00	285,149.70	(1,305.60)	283,844.10	1,705.59	
Wells Fargo	4.182%	01/23/26	01/23/30	1,333	4.180%	85,000.00	85,000.00	0.00	85,000.00	1,263.89	
Morgan Stanley Bank	4.431%	01/26/26	01/23/30	1,333	4.300%	280,000.00	281,290.80	(103.45)	281,187.35	4,411.31	
Truist Bank	4.136%	01/23/26	10/23/29	1,241	4.230%	130,000.00	129,551.50	39.54	129,591.04	567.55	
Truist Bank	4.136%	11/10/25	10/23/29	1,241	4.230%	375,000.00	373,706.25	170.30	373,876.55	1,637.17	
Morgan Stanley Bank	4.213%	02/02/26	02/08/30	1,349	4.220%	225,000.00	224,948.25	4.60	224,952.85	3,133.42	
Morgan Stanley Bank	4.213%	02/02/26	02/08/30	1,349	4.210%	275,000.00	275,000.00	0.00	275,000.00	3,829.73	
Weighted Avg Maturity			946			3.850%	\$ 52,482,600.47	\$ 51,711,686.81	\$ 312,148.47	\$ 52,023,835.28	\$ 309,176.51
TOTAL ALL FUNDS						3.835%	\$ 140,943,507.04	\$ 139,383,448.69	\$ 612,658.97	\$ 139,996,107.66	\$ 844,820.56
Less: Net Unsettled Trades									2,924.10		
90 DAY US TREASURY YIELD						3.69%			\$ 139,999,031.76		
3 month US Treasury Bill Index						3.65%					
0-3 Year US Treasury Index						3.84%					
1-3 Year US Treasury Index						3.98%					
1-5 Year US Treasury Index						4.02%					
1-10 Year US Treasury Index						4.08%					

May 31, 2026

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

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 05/31/26
Waterlink (01-122500)										
IIIT - Money Market	3.630%	05/31/26	06/01/26	1	3.630%	9,679,118.25	9,679,118.25	0.00	9,679,118.25	-
Liberty Street	0.000%	03/05/26	06/04/26	4	3.760%	9,500,000.00	9,409,707.78	87,315.55	9,497,023.33	-
Gotham Funding	0.000%	03/18/26	06/16/26	16	3.950%	5,000,000.00	4,950,625.00	41,145.83	4,991,770.83	-
Mont Blanc	0.000%	03/18/26	06/16/26	16	3.950%	5,000,000.00	4,950,625.00	41,145.83	4,991,770.83	-
Versailles	0.000%	03/12/26	06/26/26	26	3.900%	4,450,000.00	4,398,899.17	39,048.75	4,437,947.92	-
LMA Americas	0.000%	03/20/26	06/29/26	29	3.980%	2,850,000.00	2,818,176.58	23,001.09	2,841,177.67	-
Barclays US	0.000%	04/06/26	07/01/26	31	3.920%	5,500,000.00	5,448,495.56	33,537.77	5,482,033.33	-
Atlantic Asset	0.000%	04/06/26	07/16/26	46	3.920%	2,525,000.00	2,497,230.61	15,396.89	2,512,627.50	-
Sumitomo Mitsui	0.000%	04/14/26	07/16/26	46	3.870%	8,100,000.00	8,019,020.25	41,796.00	8,060,816.25	-
Ionic III	0.000%	05/14/26	08/14/26	75	3.840%	8,900,000.00	8,812,661.33	17,088.00	8,829,749.33	-
Albion	0.000%	05/11/26	08/17/26	78	3.840%	4,150,000.00	4,106,618.67	9,296.00	4,115,914.67	-
Ionic III	0.000%	05/22/26	08/21/26	82	3.860%	4,400,000.00	4,357,068.22	4,717.78	4,361,786.00	-
				35	3.839%	\$ 70,054,118.25	\$ 69,448,246.42	\$ 353,489.49	\$ 69,801,735.91	\$ -
									-	
									\$ 69,801,735.91	

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

	<u>Operating</u>	<u>Waterlink</u>
<u>CASH FLOWS FROM OPERATING ACTIVITIES</u>		
Cash received from customers	\$ 9,693,164	\$ -
Cash payments to suppliers	(11,147,548)	-
Cash payments to employees	(373,508)	-
Net cash from operating activities	<u>(1,827,892)</u>	<u>-</u>
<u>CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES</u>		
Cash received from sales taxes	15,399	-
Cash received/paid from long term loans	36,196	-
Cash payments for net pension activity	0	-
Net cash from noncapital financing activities	<u>51,595</u>	<u>-</u>
<u>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES</u>		
Interest paid	0	-
Principal paid	0	-
Escrow activity	0	(3,556,199)
Construction and purchase of capital assets	4,122	-
Net cash from capital and related financing activities	<u>4,122</u>	<u>(3,556,199)</u>
<u>CASH FLOWS FROM INVESTING ACTIVITIES</u>		
Investment income	398,208	179,429
Net cash from investing activities	<u>398,208</u>	<u>179,429</u>
Net Increase (Decrease) in cash and investments	(1,373,967)	(3,376,770)
CASH AND INVESTMENTS, MAY 1, 2026	<u>155,126,946</u>	<u>84,898,202</u>
CASH AND INVESTMENTS, MAY 31, 2026	<u>\$ 153,752,980</u>	<u>\$ 81,521,432</u>

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

	5/31/2026		
	YEAR END TARGETED Reserve or Monthly Cash Amount-Needed	Amount On Hand	Amount Over - (Under) Target
	A	B	C
TABLE 1			
RESERVE ANALYSIS - DWC FUNDS			
A. Operating Reserve	\$ 52,124,230	\$ 54,999,429	\$ 2,875,199
<i># of days per current fiscal year management budget</i>	120	127	
B. Capital Reserve (3)	\$ 26,300,000	\$ 50,886,169	\$ 24,586,169
C. Long Term Water Capital Reserve	\$ 30,925,000	\$ 29,778,190	\$ (1,146,810)
D. O+M Account (1)	\$ 14,539,246	\$ 11,593,617	\$ (2,945,628)
E. Current Construction Obligation	\$ 1,134,464	\$ 1,134,464	\$ -
F. General Fund	\$ -	\$ 3,192,962	\$ 3,192,962
DWC FUNDS AND ADJUSTED TARGETS	\$ 125,022,940	\$ 151,584,831	\$ 26,561,891
G. Waterlink - DWC Improvements Per 5 Year Capital Plan	\$ 31,000,000	\$ -	\$ (31,000,000)
H. Alternative Water Source Per 5 Year Capital Plan	\$ 50,050,000	\$ -	\$ (50,050,000)
DWC FUNDS AND FULL TARGETS	\$ 206,072,940	\$ 151,584,831	\$ (54,488,109)
I. Customer Construction Escrows (2)	\$ 2,168,150	\$ 2,168,150	\$ -
J. Customer Construction Escrows Waterlink	\$ 81,521,432	\$ 81,521,432	\$ -
TOTAL SUMMARY CASH + RESERVE ANALYSIS	\$ 289,762,521	\$ 235,274,412	\$ (54,488,109)

- 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.

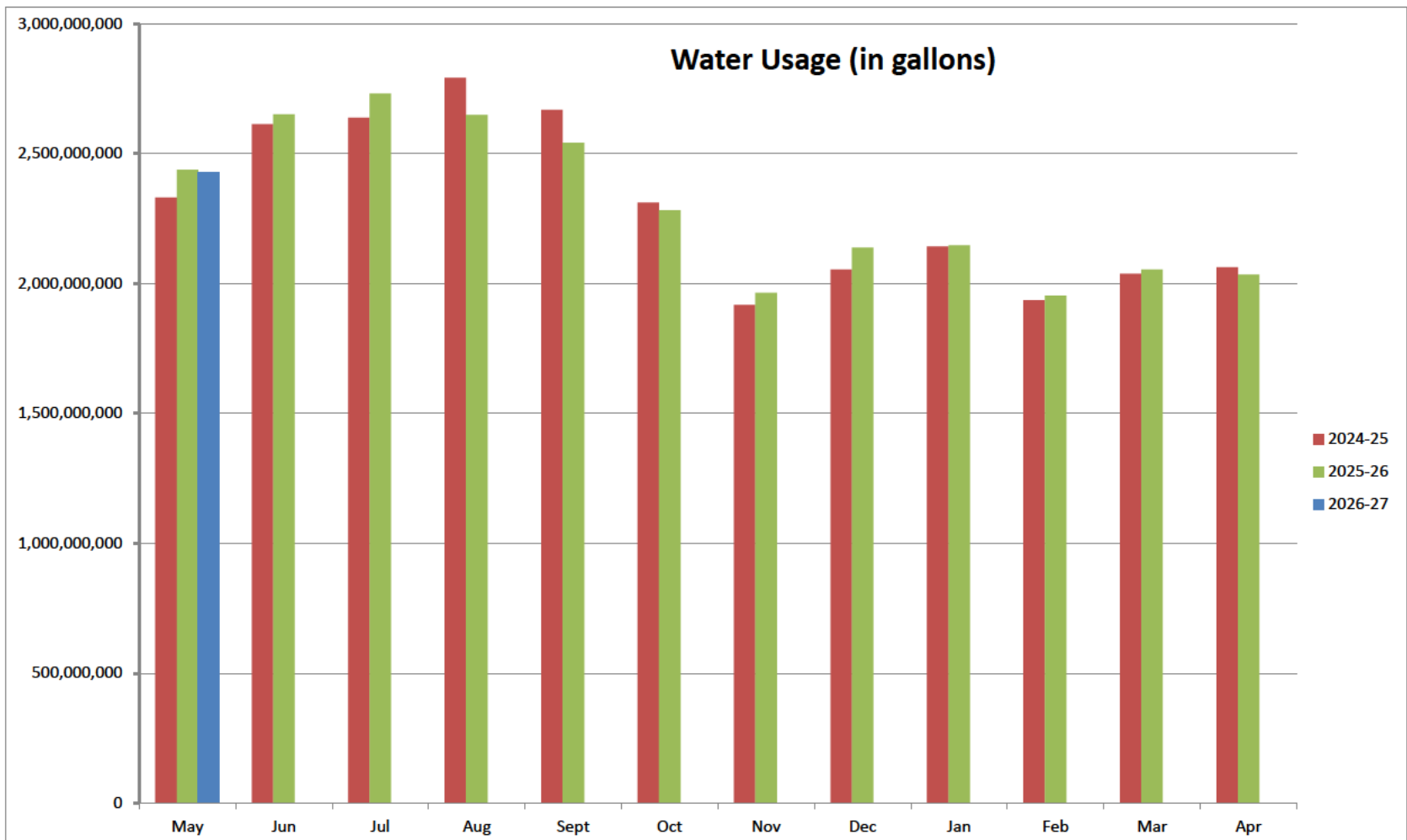


MEMORANDUM

To: Paul May, General Manager
From: Cheryl Peterson, Financial Administrator
Date: 6/9/2026
Subject: Financial Report – May 31, 2026

- Water sales to Commission customers for May 2026 were 4.1 million gallons (0.2%) below May 2025 but increased by 390.7 million gallons compared to April 2026.
- Water sales to Commission customers for May were 198.8 million gallons (9.2%) higher than the budgeted anticipated/forecasted sales for the month.
- For the month of May, water billings to customers for O&M costs were \$14.0 million and water purchases from the City of Chicago were \$11.9 million. Water billing receivables at the May month end (\$19.4 million) were higher compared to the prior month (\$15.1 million). The increase was primarily due higher water sales, increased water rates, and timing of monthly collections.
- For the one month ended May 31, 2026, \$14.2 million of the \$152.4 million revenue budget has been realized. Therefore, 9% of the revenue budget has been accounted for year to date. For the same period, \$13.9 million of the \$162.2 million expenditure budget has been realized, and this accounts for 9% of the expenditure budget.
- Adjusted for seasonality based on a monthly trend, year to date revenues are 108% percent of the current budget and expenses are 100% of the current budget.
- The Operating Reserve has reached its respective 2026/2027 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. Long-Term Water Capital is expected to reach its target by year-end.
- The O&M and General Account have balances of \$13.8 million and \$3.2 million, respectively.

cc: Chairman and Commissioners



DuPage Water Commission
 Summary of Specific Account Target and Summary of Net Assets
 May 31, 2026

Revenue Bond Ordinance Accounts and Commission Policy Reserves	Account / Reserve		Year-End Specific	Status
	Assets Balance	Offsetting Liabilities	Account Target	
Operations and Maintenance Account (1)	\$ 13,761,767.12	\$ 16,707,395.46		Negative Net Assets
General Account	\$ 3,192,962.36	\$ -		Positive Net Assets
Operating Reserve	\$ 54,999,428.69		\$ 52,124,230.00	Target Met
Capital Reserve (2)	\$ 52,020,632.78		\$ 27,434,464.12	Target Met
Capital Reserve/Alt Water & Waterlink Upsize (3)	\$ -		\$ 81,050,000.00	Not Fully Funded
L-T Water Capital Reserve	\$ 29,778,189.92		\$ 30,925,000.00	Not Fully Funded
Waterlink Escrow	\$ 81,521,431.58	\$ 81,521,431.58		Positive Net Assets
	\$ 235,274,412.45	\$ 98,228,827.04	\$ 191,533,694.12	\$ (54,488,108.71)

Total Net Assets - All Commission Accounts	
Restricted	\$ -
Unrestricted	\$ 165,917,154.87
Invested in Capital Assets, net	\$ 394,864,782.63
Total	\$ 560,781,937.50

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



	Current Year Balance	Prior Year Balance	Variance Favorable / (Unfavorable)
Fund: 01 - WATER FUND			
Assets			
Level1: 10 - CURRENT ASSETS			
110 - CASH	25,479,492.98	12,292,350.11	13,187,142.87
120 - INVESTMENTS	209,794,919.47	170,202,274.70	39,592,644.77
131 - WATER SALES	19,422,968.37	19,228,496.04	194,472.33
132 - INTEREST RECEIVABLE	844,820.56	739,548.24	105,272.32
134 - OTHER RECEIVABLE	-624,571.59	69,348.86	-693,920.45
135 - LOAN RECEIVABLE - CURRENT	226,676.18	269,928.05	-43,251.87
150 - INVENTORY	333,713.00	325,496.00	8,217.00
155 - PREPAIDS	669,431.50	618,980.80	50,450.70
Total Level1 10 - CURRENT ASSETS:	256,147,450.47	203,746,422.80	52,401,027.67
Level1: 17 - NONCURRENT ASSETS			
170 - FIXED ASSETS	628,501,925.97	625,742,300.54	2,759,625.43
175 - LESS: ACCUMULATED DEPRECIATION	-249,964,496.50	-240,263,217.57	-9,701,278.93
180 - CONSTRUCTION IN PROGRESS	16,327,353.16	13,579,252.39	2,748,100.77
190 - LONG-TERM ASSETS	11,234,301.56	10,016,373.00	1,217,928.56
Total Level1 17 - NONCURRENT ASSETS:	406,099,084.19	409,074,708.36	-2,975,624.17
Total Assets:	662,246,534.66	612,821,131.16	49,425,403.50
Liability			
Level1: 21 - CURRENT LIABILITIES			
210 - ACCOUNTS PAYABLE	16,021,708.48	11,937,367.64	-4,084,340.84
211 - OTHER CURRENT LIABILITIES	1,284,205.54	1,355,217.91	71,012.37
225 - ACCRUED PAYROLL LIABILITIES	199,692.69	181,634.90	-18,057.79
226 - ACCRUED VACATION	582,984.15	525,692.13	-57,292.02
250 - CONTRACT RETENTION	1,776,690.49	934,574.86	-842,115.63
251 - CUSTOMER DEPOSITS	79,498,009.81	36,502,054.45	-42,995,955.36
Total Level1 21 - CURRENT LIABILITIES:	99,363,291.16	51,436,541.89	-47,926,749.27
Level1: 25 - NONCURRENT LIABILITIES			
297 - POST EMPLOYMENT BENEFITS LIABILITIES	2,101,306.00	771,750.00	-1,329,556.00
Total Level1 25 - NONCURRENT LIABILITIES:	2,101,306.00	771,750.00	-1,329,556.00
Total Liability:	101,464,597.16	52,208,291.89	-49,256,305.27
Equity			
Level1: 30 - EQUITY			
300 - EQUITY	560,501,146.84	559,861,501.96	639,644.88
Total Level1 30 - EQUITY:	560,501,146.84	559,861,501.96	639,644.88
Total Beginning Equity:	560,501,146.84	559,861,501.96	639,644.88
Total Revenue	14,188,509.32	14,219,925.97	-31,416.65
Total Expense	13,907,718.66	13,468,588.66	-439,130.00
Revenues Over/(Under) Expenses	280,790.66	751,337.31	-470,546.65
Total Equity and Current Surplus (Deficit):	560,781,937.50	560,612,839.27	169,098.23
Total Liabilities, Equity and Current Surplus (Deficit):	662,246,534.66	612,821,131.16	49,425,403.50



Monthly & YTD Budget Report

...		May 2026-2027 Budget	May 2026-2027 Activitv	2026-2027 Seasonal YT...	2026-2027 YTD Activitv	Seasonal Percent Used	2026-2027 Total Budget	Total Percent Used
01 - WATER FUND								
Revenue								
510 - WATER SERVICE								
								% of Year Completed: 8%
01-511100	O&M PAYMENTS- GOVERNMENTAL	-12,516,268.70	-13,653,891.72	-12,516,268.70	-13,653,891.72	109%	-145,200,333.01	9%
01-511200	O&M PAYMENTS- PRIVATE	-281,551.97	-315,026.65	-281,551.97	-315,026.65	112%	-3,266,264.16	10%
01-514100	EMERGENCY WATER SERVICE- GOV	-1,242.25	0.00	-1,242.25	0.00	0%	-24,845.00	0%
510 - WATER SERVICE Totals:		-12,799,062.92	-13,968,918.37	-12,799,062.92	-13,968,918.37	109%	-148,491,442.17	9%
520 - TAXES								
								% of Year Completed: 8%
01-530010	SALES TAXES - WATER REVENUE	0.00	-15,398.60	0.00	-15,398.60	0%	0.00	0%
520 - TAXES Totals:		0.00	-15,398.60	0.00	-15,398.60	0%	0.00	0%
540 - OTHER INCOME								
								% of Year Completed: 8%
01-581000	INVESTMENT INCOME	-312,375.00	-198,493.35	-312,375.00	-198,493.35	64%	-3,750,000.00	5%
01-582000	INTEREST INCOME	-14,284.45	0.00	-14,284.45	0.00	0%	-171,482.02	0%
01-590000	OTHER INCOME	0.00	-5,699.00	0.00	-5,699.00	0%	0.00	0%
540 - OTHER INCOME Totals:		-326,659.45	-204,192.35	-326,659.45	-204,192.35	63%	-3,921,482.02	5%
Revenue Totals:		-13,125,722.37	-14,188,509.32	-13,125,722.37	-14,188,509.32	108%	-152,412,924.19	9%

Monthly & YTD Budget Report

For Fiscal: 2026-2027 Period Ending: 5/31/2026

...	...	May 2026-2027 Budget	May 2026-2027 Activity	2026-2027 Seasonal YT...	2026-2027 YTD Activity	Seasonal Percent Used	2026-2027 Total Budget	Total Percent Used
Expense								
610 - PERSONNEL SERVICES								
							% of Year Completed: 8%	
01-60-611100	ADMIN SALARIES	211,021.76	165,509.36	211,021.76	165,509.36	78%	2,235,400.00	7%
01-60-611200	OPERATIONS SALARIES	233,396.40	206,266.72	233,396.40	206,266.72	88%	2,692,000.00	8%
01-60-611300	SUMMER INTERNS	7,680.00	0.00	7,680.00	0.00	0%	24,000.00	0%
01-60-611600	ADMIN OVERTIME	616.63	84.41	616.63	84.41	14%	7,400.00	1%
01-60-611700	OPERATIONS OVERTIME	37,084.99	30,781.01	37,084.99	30,781.01	83%	430,720.00	7%
01-60-612100	PENSION	25,525.08	18,528.90	25,525.08	18,528.90	73%	306,423.60	6%
01-60-612200	MEDICAL/LIFE BENEFITS	91,056.56	74,100.18	91,056.56	74,100.18	81%	1,300,808.00	6%
01-60-612300	FEDERAL PAYROLL TAXES	35,333.96	28,246.79	35,333.96	28,246.79	80%	412,298.28	7%
01-60-612800	STATE UNEMPLOYMENT	1,166.66	0.00	1,166.66	0.00	0%	14,000.00	0%
01-60-613100	TRAVEL	950.00	1,498.24	950.00	1,498.24	158%	11,400.00	13%
01-60-613200	TRAINING	6,314.14	0.00	6,314.14	0.00	0%	75,800.00	0%
01-60-613301	CONFERENCES	5,108.33	473.68	5,108.33	473.68	9%	61,300.00	1%
01-60-613302	TUITION REIMBURSEMENT	833.00	0.00	833.00	0.00	0%	10,000.00	0%
01-60-619100	OTHER PERSONNEL COSTS	1,933.33	325.00	1,933.33	325.00	17%	23,200.00	1%
610 - PERSONNEL SERVICES Totals:		658,020.84	525,814.29	658,020.84	525,814.29	80%	7,604,749.88	7%
620 - CONTRACT SERVICES								
							% of Year Completed: 8%	
01-60-621000	WATER CONSERVATION/PROMOTIO	1,083.33	0.00	1,083.33	0.00	0%	13,000.00	0%
01-60-623300	TRUST SERVICES & BANK CHARGE	19,658.80	11,225.58	19,658.80	11,225.58	57%	236,000.00	5%
01-60-625100	LEGAL SERVICES- GENERAL	6,666.66	4,397.25	6,666.66	4,397.25	66%	80,000.00	5%
01-60-625300	LEGAL SERVICES- SPECIAL	6,666.66	195.00	6,666.66	195.00	3%	80,000.00	0%
01-60-625800	LEGAL NOTICES	1,416.66	888.00	1,416.66	888.00	63%	17,000.00	5%
01-60-626000	AUDIT SERVICES	11,100.00	18,000.00	11,100.00	18,000.00	162%	37,000.00	49%
01-60-628000	CONSULTING SERVICES	46,239.83	48,712.96	46,239.83	48,712.96	105%	555,100.00	9%
01-60-629000	CONTRACTUAL SERVICES	80,074.62	86,638.24	80,074.62	86,638.24	108%	961,280.00	9%
620 - CONTRACT SERVICES Totals:		172,906.56	170,057.03	172,906.56	170,057.03	98%	1,979,380.00	9%
640 - INSURANCE								
							% of Year Completed: 8%	
01-60-641100	GENERAL LIABILITY INSURANCE	13,328.00	9,060.75	13,328.00	9,060.75	68%	160,000.00	6%
01-60-641200	PUBLIC OFFICIAL LIABILITY	2,025.00	1,588.17	2,025.00	1,588.17	78%	24,300.00	7%
01-60-641500	WORKER'S COMPENSATION	13,750.00	12,259.00	13,750.00	12,259.00	89%	165,000.00	7%
01-60-641600	EXCESS LIABILITY COVERAGE	9,163.00	7,020.67	9,163.00	7,020.67	77%	110,000.00	6%
01-60-642100	PROPERTY INSURANCE	47,500.00	39,984.83	47,500.00	39,984.83	84%	570,000.00	7%
01-60-642200	AUTOMOBILE INSURANCE	4,165.00	3,279.25	4,165.00	3,279.25	79%	50,000.00	7%
01-60-649100	SELF INSURANCE PROPERTY	8,333.33	2,852.28	8,333.33	2,852.28	34%	100,000.00	3%
640 - INSURANCE Totals:		98,264.33	76,044.95	98,264.33	76,044.95	77%	1,179,300.00	6%

Monthly & YTD Budget Report

For Fiscal: 2026-2027 Period Ending: 5/31/2026

...	...	May 2026-2027 Budget	May 2026-2027 Activity	2026-2027 Seasonal YTD...	2026-2027 YTD Activity	Seasonal Percent Used	2026-2027 Total Budget	Total Percent Used
650 - OPERATIONAL SUPPORT SRVS								
								% of Year Completed: 8%
01-60-651200	GENERATOR DIESEL FUEL	9,375.00	0.00	9,375.00	0.00	0%	112,500.00	0%
01-60-651300	NATURAL GAS	2,748.90	744.82	2,748.90	744.82	27%	33,000.00	2%
01-60-651401	TELEPHONE	6,389.94	4,288.53	6,389.94	4,288.53	67%	76,710.00	6%
01-60-651403	RADIOS	2,415.70	0.00	2,415.70	0.00	0%	29,000.00	0%
01-60-651404	REPAIRS & EQUIPMENT	449.82	0.00	449.82	0.00	0%	5,400.00	0%
01-60-652100	OFFICE SUPPLIES	2,541.66	563.60	2,541.66	563.60	22%	30,500.00	2%
01-60-652200	BOOKS & PUBLICATIONS	837.50	53.96	837.50	53.96	6%	10,050.00	1%
01-60-653100	PRINTING- GENERAL	774.69	0.00	774.69	0.00	0%	9,300.00	0%
01-60-653200	POSTAGE & DELIVERY	533.33	233.66	533.33	233.66	44%	6,400.00	4%
01-60-654000	PROFESSIONAL DUES	1,913.81	150.00	1,913.81	150.00	8%	22,975.00	1%
01-60-655000	REPAIRS & MAINT- OFFICE EQUI	751.36	610.28	751.36	610.28	81%	9,020.00	7%
01-60-656000	REPAIRS & MAINT- BLDGS & GRN	25,906.30	19,653.36	25,906.30	19,653.36	76%	311,000.00	6%
01-60-659000	COMPUTER SOFTWARE/LICENSING	18,838.29	11,714.86	18,838.29	11,714.86	62%	226,150.00	5%
01-60-659100	OTHER ADMINISTRATIVE EXPENSE	1,666.00	67.99	1,666.00	67.99	4%	20,000.00	0%
650 - OPERATIONAL SUPPORT SRVS Totals:		75,142.30	38,081.06	75,142.30	38,081.06	51%	902,005.00	4%
660 - WATER OPERATION								
								% of Year Completed: 8%
01-60-661101	WATER BILLING	11,135,064.90	11,858,119.41	11,135,064.90	11,858,119.41	106%	129,177,087.03	9%
01-60-661102	ELECTRICITY	189,640.00	175,000.00	189,640.00	175,000.00	92%	2,200,000.00	8%
01-60-661103	OPERATIONS & MAINTENANCE	78,968.40	58,252.26	78,968.40	58,252.26	74%	948,000.00	6%
01-60-661104	MAJOR MAINTENANCE	37,500.00	7,000.00	37,500.00	7,000.00	19%	450,000.00	2%
01-60-661201	PUMP STATION	237,050.00	175,000.00	237,050.00	175,000.00	74%	2,750,000.00	6%
01-60-661202	METER STATION, ROV, TANK SITE	21,032.80	15,321.33	21,032.80	15,321.33	73%	244,000.00	6%
01-60-661300	WATER CHEMICALS	4,825.00	0.00	4,825.00	0.00	0%	57,900.00	0%
01-60-661400	WATER QUALITY TESTING	9,312.94	777.75	9,312.94	777.75	8%	111,800.00	1%
01-60-662100	PUMPING SERVICES	79,909.69	-2,140.25	79,909.69	-2,140.25	-3%	959,300.00	0%
01-60-662200	INSTRUMENTATION	5,810.17	677.16	5,810.17	677.16	12%	69,750.00	1%
01-60-662300	METER TESTING & REPAIRS	4,583.33	39.76	4,583.33	39.76	1%	55,000.00	0%
01-60-662400	SCADA	1,541.05	207.31	1,541.05	207.31	13%	18,500.00	1%
01-60-662500	EQUIPMENT RENTAL	1,332.80	0.00	1,332.80	0.00	0%	16,000.00	0%
01-60-662600	UNIFORMS	2,165.80	1,715.16	2,165.80	1,715.16	79%	26,000.00	7%
01-60-662700	SAFETY	35,910.63	3,903.49	35,910.63	3,903.49	11%	431,100.00	1%
01-60-663100	PIPELINE REPAIRS	112,500.00	0.00	112,500.00	0.00	0%	1,350,000.00	0%
01-60-663200	CORROSION TESTING & MITIGATION	25,000.00	0.00	25,000.00	0.00	0%	300,000.00	0%
01-60-663300	REMOTE FACILITIES MAINTENANCE	23,573.90	820.30	23,573.90	820.30	3%	283,000.00	0%
01-60-663400	PLAN REVIEW- PIPELINE CONFLI	7,746.90	364.60	7,746.90	364.60	5%	93,000.00	0%
01-60-663700	PIPELINE SUPPLIES	12,495.00	4,788.99	12,495.00	4,788.99	38%	150,000.00	3%
01-60-664000	MACHINERY & EQUIP- NON CAP	3,448.62	0.00	3,448.62	0.00	0%	41,400.00	0%

Monthly & YTD Budget Report

For Fiscal: 2026-2027 Period Ending: 5/31/2026

...	...	May 2026-2027 Budget	May 2026-2027 Activity	2026-2027 Seasonal YT...	2026-2027 YTD Activity	Seasonal Percent Used	2026-2027 Total Budget	Total Percent Used
01-60-664100	REPAIRS & MAINT- VEHICLES	3,745.16	1,015.75	3,745.16	1,015.75	27%	44,960.00	2%
01-60-664200	FUEL- VEHICLES	3,750.00	2,942.79	3,750.00	2,942.79	78%	45,000.00	7%
01-60-664300	LICENSES- VEHICLES	275.00	0.00	275.00	0.00	0%	3,300.00	0%
660 - WATER OPERATION Totals:		12,037,182.09	12,303,805.81	12,037,182.09	12,303,805.81	102%	139,825,097.03	9%

680 - LAND & LAND RIGHTS

% of Year Completed: 8%

01-60-681000	LEASES	83.33	0.00	83.33	0.00	0%	1,000.00	0%
01-60-682000	PERMITS & FEES	749.70	0.00	749.70	0.00	0%	9,000.00	0%
680 - LAND & LAND RIGHTS Totals:		833.03	0.00	833.03	0.00	0%	10,000.00	0%

685 - CAPITAL EQUIP / DEPREC

% of Year Completed: 8%

01-60-685100	COMPUTERS	6,164.20	18.38	6,164.20	18.38	0%	74,000.00	0%
01-60-685200	OFFICE FURNITURE & EQUIPMT	29,000.00	0.00	29,000.00	0.00	0%	29,000.00	0%
01-60-685600	MACHINERY & EQUIPMENT	40,000.00	0.00	40,000.00	0.00	0%	40,000.00	0%
01-60-685800	CAPITALIZED EQUIP	-69,000.00	0.00	-69,000.00	0.00	0%	-69,000.00	0%
01-60-686000	VEHICLES	230,000.00	0.00	230,000.00	0.00	0%	230,000.00	0%
01-60-686800	CAPITALIZED VEHICLE PURCHASES	-230,000.00	0.00	-230,000.00	0.00	0%	-230,000.00	0%
01-60-692000	DEPRECIATION- TRANS MAINS	425,000.00	405,363.84	425,000.00	405,363.84	95%	5,100,000.00	8%
01-60-693000	DEPRECIATION- BUILDINGS	283,220.00	263,883.73	283,220.00	263,883.73	93%	3,400,000.00	8%
01-60-694000	DEPRECIATION-PUMPING EQUIPME	141,610.00	100,874.32	141,610.00	100,874.32	71%	1,700,000.00	6%
01-60-695200	DEPRECIATION- OFFICE FURN &	16,660.00	11,323.84	16,660.00	11,323.84	68%	200,000.00	6%
01-60-696000	DEPRECIATION- VEHICLES	19,575.50	12,451.41	19,575.50	12,451.41	64%	235,000.00	5%
685 - CAPITAL EQUIP / DEPREC Totals:		892,229.70	793,915.52	892,229.70	793,915.52	89%	10,709,000.00	7%

710 - CONSTRUCTION IN PROGRESS

% of Year Completed: 8%

01-60-722200	DPPS BUILDINGS REHAB & MAINT	200,000.00	0.00	200,000.00	0.00	0%	200,000.00	0%
01-60-722202	DPPS VALVE REPLACEMENT	1,800,000.00	0.00	1,800,000.00	0.00	0%	1,800,000.00	0%
01-60-751000	TRANSMISSION MAINS	10,000,000.00	0.00	10,000,000.00	0.00	0%	10,000,000.00	0%
01-60-751200	CATHODIC PROTECTION	500,000.00	0.00	500,000.00	0.00	0%	500,000.00	0%
01-60-771000	VALVE REHAB & REPLACEMENT	1,000,000.00	0.00	1,000,000.00	0.00	0%	1,000,000.00	0%
01-60-771200	CONDITION ASSESSMENT	220,000.00	0.00	220,000.00	0.00	0%	220,000.00	0%
01-60-771700	REPLACEMENT OF SCADA SYSTEM	3,250,000.00	0.00	3,250,000.00	0.00	0%	3,250,000.00	0%
01-60-772500	ALTERNATIVE WATER SOURCE	20,050,000.00	-4,121.49	20,050,000.00	-4,121.49	0%	20,050,000.00	0%
01-60-798000	CAPITALIZED FIXED ASSETS	-37,020,000.00	4,121.49	-37,020,000.00	4,121.49	0%	-37,020,000.00	0%
710 - CONSTRUCTION IN PROGRESS Totals:		0.00	0.00	0.00	0.00	0%	0.00	0%

Monthly & YTD Budget Report

For Fiscal: 2026-2027 Period Ending: 5/31/2026

...	...	May 2026-2027 Budget	May 2026-2027 Activity	2026-2027 Seasonal YT...	2026-2027 YTD Activity	Seasonal Percent Used	2026-2027 Total Budget	Total Percent Used
850 - ESCROW FUNDED CONSTRUCTION								
								% of Year Completed: 8%
01-80-850001	METERING STATION	60,000.00	0.00	60,000.00	0.00	0%	60,000.00	0%
01-80-852001	AQUA ILLINOIS	50,000.00	0.00	50,000.00	0.00	0%	50,000.00	0%
01-80-852010	MONTGOMERY/OSWEGO/YORKVILL	268,750,000.00	2,219,742.69	268,750,000.00	2,219,742.69	1%	268,750,000.00	1%
01-80-899000	CONTRIBUTED/CAPITALIZED FIXED A	-268,860,000.00	-2,219,742.69	-268,860,000.00	-2,219,742.69	1%	-268,860,000.00	1%
850 - ESCROW FUNDED CONSTRUCTION Totals:		0.00	0.00	0.00	0.00	0%	0.00	0%
Expense Totals:		13,934,578.85	13,907,718.66	13,934,578.85	13,907,718.66	100%	162,209,531.91	9%
01 - WATER FUND Totals:		808,856.48	-280,790.66	808,856.48	-280,790.66	-35%	9,796,607.72	-3%



Resolution #: O-21-26

Account: 01-80-852010

Approvals: *Author / Manager / Finance / Admin*

JL JML - PDM

REQUEST FOR BOARD ACTION

Date: 6/11/2026

Description: **Authorization of Amended License Agreement with Commonwealth Edison – WaterLink Pipeline Corridor**

Agenda Section: Administration Committee

Originating Department: Administration

As a function of the WaterLink pipeline project, an existing Commonwealth Edison (ComEd) corridor was identified as the preferred route following evaluation of alternatives in 2023. DWC engaged ComEd officials at that time, and staff and the WaterLink consulting team have been working with ComEd officials and technical representatives since that time to advance the design and to determine and document the limits of the temporary and permanent license needed for construction.

Due to site constraints and constructability concerns on the TW-6/25 “Section 3C” segment of the WaterLink Project, DWC staff worked with the design team to assess potential alternative routes, identifying an optimal one earlier this year. The new alignment is located *outside* the ComEd corridor, significantly reducing the project footprint within ComEd property by nearly three miles and, as a result, long-term agreement costs. Due to the modification of the work located within the ComEd corridor, the existing License Agreement between DWC and ComEd requires amendment.

The attached (amended) License Agreement has been reviewed and approved by both parties, with technical review of the revised pipe alignment also having been recently completed by ComEd staff. As such, Staff recommends approval of Ordinance O-21-26 in substantially the form attached hereto.

The cooperation and collaboration between ComEd and DWC continue to yield a more efficient and cost-effective project than would otherwise have been realized.

Recommended Motion:

To approve Ordinance O-21-26.

DUPAGE WATER COMMISSION

ORDINANCE NO. O-21-26

AN ORDINANCE AUTHORIZING THE ACQUISITION OF A PIPELINE CONSTRUCTION AND AMENDED LICENSE AGREEMENT WITH COMMONWEALTH EDISON OVER CERTAIN PROPERTY FOR THE PURPOSE OF PROVIDING WATER TO THE VILLAGE OF MONTGOMERY, THE VILLAGE OF OSWEGO AND THE UNITED CITY OF YORKVILLE

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

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

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

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

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

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

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

WHEREAS, the Board of Commissioners of the Commission find that the First Amendment to the Pipeline Construction and License Agreement (the "License") attached hereto and incorporated herein as Exhibit 1 should be entered into as the License is necessary and desirable for the purposes as hereinabove set forth; and

WHEREAS, the Commission has determined that the terms of the First Amendment to the License Agreement are reasonable.

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

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

SECTION TWO: That it is necessary and desirable that the First Amendment to the Pipeline Construction and License Agreement, attached hereto as Exhibit 1, be acquired by the Commission for one or more of the purposes set forth herein.

SECTION THREE: That the General Manager, his staff and the Commission's attorneys and consultants be, and hereby are, authorized, directed and empowered to take the necessary steps to enter into the First Amendment to the Pipeline Construction and License Agreement as set forth in Exhibit 1.

SECTION FOUR: The Clerk for the Commission be and is hereby authorized and directed to transmit a copy of this Ordinance to the attorney for the Commission and may provide certified copies of said Ordinance upon proper request from the general public.

SECTION FIVE: That all ordinances and resolutions or parts thereof in conflict with the provisions

of this Ordinance are, to the extent of such conflict, hereby repealed.

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

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

ADOPTED THIS _____ DAY OF _____, 2026.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk
Board/Resolutions/2026/O-21-26.docx

EXHIBIT 1

CONTRACT NUMBER: _____
C.E.CO. R/W: _____
PARCEL # _____
[LEGAL]
[LEGAL]
[COUNTY NAME] COUNTY, [TOWNSHIP NAME] TOWNSHIP, ILLINOIS
C.E.CO. REGION: _____
PIN # _____

FIRST AMENDMENT TO PIPELINE CONSTRUCTION AND LICENSE AGREEMENT

This FIRST AMENDMENT TO PIPELINE CONSTRUCTION AND LICENSE AGREEMENT (“**First Amendment**”) is made as of [MONTH] [DATE], 2026 between Commonwealth Edison Company (“**ComEd**”), and Illinois corporation, and DuPage Water Commission, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, et seq. and 70 ILCS 3720/1, et seq. (“**Licensee**”) whose address is 600 E. Butterfield Road, Elmhurst, Illinois 60126 .

RECITALS:

A. ComEd and Licensee are parties to that certain Pipeline Construction and License Agreement dated as of November 20, 2025 (the “License Agreement”), wherein ComEd had agreed to grant Licensee a perpetual, non-exclusion license over a portion of property owned by ComEd to construct, maintain, operate, inspect, repair, replace or remove a water pipeline and related facilities.

B. ComEd and Licensee have agreed to modify the License Agreement as set forth herein to, *inter alia*, modify the real property being licensed to Licensee and modify the License Fee being paid by ComEd.

NOW, THEREFORE, in consideration of Ten and No/100ths Dollars, the mutual covenants to be performed and observed by the parties hereunder and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ComEd and Licensee hereby covenant and agree as follows:

1. Incorporation of Defined Terms. The recitals set forth above are hereby incorporated as if fully set forth herein. Any capitalized term used but not specifically defined herein shall have the meaning ascribed thereto in the License Agreement.
2. Licensed Property. The real property being licensed to Licensee is hereby modified to be the property legally described and depicted on Exhibit A attached hereto (the “Licensed Property”).
3. License Fees. Section 4(a) of the License Agreement is hereby deleted to replaces with the following provision:
 - (a) In consideration of the use of the Licensed Property, and upon execution of this License, Licensee shall pay to ComEd the sum of \$_____ annually as its license fee (“License Fee”) in all instances, without notice or demand, and without any setoff, counterclaim, abatement or deduction whatsoever. Payment shall be due on the Commencement Date and on the anniversary of the Commencement Date during the Term. The License Fee shall increase three percent (3%)

annually during the Term, on the anniversary of the Commencement Date as demonstrated on Exhibit C, attached hereto.

4. Prohibition on Recording. To the maximum extent prohibited under Legal Requirements, Licensee agrees not to record this First Amendment. This section shall survive the termination of the License Agreement and the First Amendment.

5. Counterparts: This License may be executed by the parties in counterparts. Each such counterpart shall be deemed an original and all such counterparts, taken together, shall constitute one and the same agreement.

6. Entire Agreement. This First Amendment, together with the License Agreement, contain the entire integrated agreement between the parties respecting the subject matter of this First Amendment and the License Agreement and supersede all prior and contemporaneous understandings and agreements, other than the License Agreement, between the parties respecting the subject matter of this First Amendment and the License Agreement. There are no representations, agreements, arrangements or understandings, oral or in writing, between the parties to this First Amendment relating to the subject matter of this First Amendment or the License Agreement that are not fully expressed in this First Amendment or the License Agreement, and no party hereto has relied upon any other such representations, agreements, arrangements or understandings. The terms of this First Amendment and the License Agreement are intended by the parties as the final expression of their agreement with respect to those terms and may not be contradicted by evidence of any prior agreement or of any contemporaneous agreement. The parties further intend that no extrinsic evidence whatsoever may be introduced in any judicial proceedings involving this First Amendment.

7. Successors and Assigns. Each provision of the License Agreement and this First Amendment shall extend to and shall bind and inure to the benefit of ComEd and Licensee, their respective legal representatives, successors and permitted assigns.

8. Authority. ComEd and Licensee each represents and warrants that it has full authority to execute and deliver this First Amendment.

9. Ratification. Except as amended hereby, the License Agreement shall remain unchanged and in full force and effect in accordance with its terms, and the License Agreement, as amended hereby, is hereby ratified, adopted and confirmed.

10. Governing Law. This First Amendment shall, in all respects, be governed, construed, applied, and enforced in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, ComEd and Licensee have executed this First Amendment to Pipeline Construction and License Agreement as of the date first above written.

LICENSOR:

LICENSEE:

COMMONWEALTH EDISON COMPANY

By: _____
[NAME]
[TITLE]

By: _____
Printed Name
Address:
_____, IL
Phone:

EXHIBIT A

LICENSED PROPERTY

EXHIBIT C

COMED/DUPAGE WATER COMMISSION LICENSE FEE SCHEDULE



Resolution #: R-53-26

Account: N/A

Approvals: *Author / Manager / Finance / Admin*

DM - CAP PDM

REQUEST FOR BOARD ACTION

Date: 6/3/2026
Description: A Resolution Reviewing/Releasing certain Executive Session Minutes
Agenda Section: Administration Committee
Originating Department: Administration

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

Schedule A:

Staff recommends that the minutes of a closed meeting of the October 16, 2025 Regular Meeting, November 20, 2025 Regular Meeting, January 15, 2026 Regular Meeting, February 19, 2026 Regular Meeting, March 19, 2026 Regular Meeting and April 16, 2026 Regular Meeting not be released to the public at this time. In staff's view, these minutes contain information requiring continued confidential treatment. (See copies attached to Schedule A in Executive Session packet).

Recommended Motion:

To adopt Resolution R-53-26, a Resolution Reviewing/Releasing certain Executive Session Minutes.

DUPAGE WATER COMMISSION

RESOLUTION NO. R-53-26

A RESOLUTION REVIEWING/RELEASING
CERTAIN EXECUTIVE SESSION MINUTES

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

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

WHEREAS, on June 18, 2026 the Board of Commissioners of the DuPage Water Commission met to review the minutes of all such closed sessions that have not heretofore been made available for public inspection as required by Section 2.06(d) of the Act; and

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

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

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

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

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

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

ADOPTED THIS _____ DAY OF _____, 2026.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk

Board/Resolutions/2026/R-53-26.docx

SCHEDULE A

October 16, 2025

November 20, 2025

January 15, 2026

February 19, 2026

March 19, 2026

April 16, 2026



Resolution #: RFBA

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

Approvals: *Author / Manager / Finance / Admin*

RCB RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 6/11/2026

Description: **Business-Related Travel Expenses for one (1) Commission employee for Factory Electrical Panel QA/QC in Rancho Cucamonga California, one (1) Commission employee for Factory Valve QA/QC Testing for High Lift Pump Cone Valve Rebuild in York Pennsylvania, and for one (1) Commission employee to attend IFMA Conference in Anaheim California**

Agenda Section: Administration Committee

Originating Department: Administration

- Factory Acceptance Testing –
 - Pump Control Valves: Each of the high-lift pumps is equipped with a hydraulically-operated Cone Valve to develop and regulate necessary pumping discharge head pressure when initiating operator start-up command to an HLP. Resolution R-2-24 approved the program of removal and reconditioning of each individual Cone Valve. Upon completion of each valve reconditioning, it is imperative that each valve be inspected and tested at the repair facility in York PA prior to shipment back to Elmhurst for reinstallation and commissioning. This request is for DWC staff to travel to the repair facility, inspect and witness test the valves scheduled for reconditioning. The program is budgeted for the FY-26/27 budget, and the intention is to carry the program through the next several fiscal years.
 - Electrical Control Panels: Factory Acceptance Testing of a critical power supply and relay panels being assembled at the panel fabricator's plant. These panels and their contents are being fabricated to provide a dual-redundant power supply for the 4160 V power mains that supply the entire DuPage Pumping Station electrical distribution network.
- IFMA Conference – Attendance at the International Facility Maintenance Association (IFMA) Annual Conference. This event for facility management professionals, offers three days of learning and networking. Key topics during the conference are Leadership & Strategy, Sustainability & Workplace Evolution, Risk & Project Management, Finance & Business, Operations & Maintenance and AI Strategies for Facility Leaders.

Dates	Location/Event Description	Attendees	Budgeted/Estimated Expenditure
August 2026 – Dates TBD	Factory Testing for Electrical Control Panels – Rancho Cucamonga, CA	[Redacted] Instrumentation Technician	Estimated at \$1,250 (includes Lodging, Transportation and per diems)
September 2026 – Dates TBD	Factory Valve Testing for High Lift Pump Cone Valve Rebuilds – York Pennsylvania	[Redacted] Operations Supervisor	Estimated at \$1,700 (includes Lodging, Transportation and per diems)
November 17-20, 2026	International Facility Maintenance Association Conference – Anaheim, CA	[Redacted], Operations Supervisor	Estimated at \$2,995.00 (includes Registration, Air Fare, Lodging, Miscellaneous Transportation and Per Diems)

Recommended Motion:

To authorize Business-Related Travel Expenses for one (1) Commission employee for Factory Electrical Panel QA/QC in Rancho Cucamonga California at an estimated expense on \$1,250, one (1) Commission employee for Factory Valve QA/QC Testing for High Lift Pump Cone Valve Rebuild in York Pennsylvania, at an estimated expense of \$1,700, registration, travel and related expenses for one (1) Commission employee to attend IFMA Conference in Anaheim California at an estimated expense of \$2,995 as included in the FY-26/27 Management Budget and as listed above.

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

Request Date	June 11, 2026
Name of Attendee	
Job Title	Senior Instrumentation Technician
Department	Operations & Instrumentation

Purpose of Travel>	Factory Acceptance Testing of a critical power supply and relay panels being assembled at the panel fabricator's plant. These panels and their contents are being fabricated to provide a dual-redundant power supply for the 4160 V power mains that supply the entire DuPage Pumping Station electrical distribution network.
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Destination	Rancho Cucamonga, CA
Date of Departure	TBD
Date of Return	TBD

Please indicate the estimated amount for each applicable expense:

Air Fare:	\$750.00
Rental Car:	\$100.00
Other Transportation (Mileage/Parking/Shuttles/Taxi/Rideshare):	\$0.00
Lodging:	\$250.00
Registration (including reference materials):	\$0.00
Meals and Tips:	\$150.00
*Miscellaneous (describe below):	\$0.00
Total Estimated Expense:	\$1,250.00

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

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Recommendations for Approval:

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

Request Date	June 18, 2026
Name of Attendee	
Job Title	Operations and Instrumentation Supervisor
Department	Operations

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

Please indicate the estimated amount for each applicable expense:	
Air Fare:	\$850.00
Rental Car:	\$350.00
Other Transportation (Mileage/Parking/Shuttles/Taxi/Rideshare):	\$0.00
Lodging:	\$350.00
Registration (including reference materials):	\$0.00
Meals and Tips:	\$150.00
*Miscellaneous (describe below):	
Total Estimated Expense:	\$1,700.00

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

Recommendations for Approval:

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

Request Date	April 22, 2026
Name of Attendee	[REDACTED]
Job Title	Operations and Instrumentation Supervisor
Department	Operations

Purpose of Travel	Attendance at the International Facility Maintenance Association (IFMA) Annual Conference. This event for facility management professionals, offers three days of learning and networking. Key topics during the conference are: Leadership & Strategy, Sustainability & Workplace Evolution, Risk & Project Management, Finance & Business, Operations & Maintenance and AI Strategies for Facility Leaders.
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Destination	Anaheim, CA
Date of Departure	11/17/2026
Date of Return	11/20/2026

Please indicate the estimated amount for each applicable expense:

Registration:	\$975.00
Transportation:	\$600.00
Lodging:	\$975.00
Miscellaneous:	\$160.00
Rental Car:	\$0.00
Reference Materials:	\$0.00
Meals: (per diems)	\$245.00
Total Estimated Expense:	\$2,955.00

Reccomendations for Approval:

Department Head:		Date:	
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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: 6/11/2026

Subject: Status of Operations, Engineering and Construction

Operations Overview

The Commission's discharge pumping for May 2026 totaled 2.39 billion gallons. This represents an average daily pumpage of 77.3 million gallons per day (MGD), which is slightly higher than the May 2025 average day pumpage of 77.2 MGD. The maximum day discharge was 93.2 MGD, which is higher than the May 2025 maximum day discharge of 88.6 MGD. The minimum discharge was 64.0 MGD.

The recorded total precipitation for May 2026 was 1.35 inches which by coincidence is the same as 1.35 inches for May 2025.

DuPage Operations & Instrumentation Maintenance and Construction Overview

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 complete at A/C Service and Repair in York, PA., and factory acceptance testing of the valve is scheduled for June 15th. The Board had previously approved the 4th of 9 refurbishments which are scheduled for removal and shipment upon the 3rd valve being received and installed, tentative for June 24th. R-52-26 appears on the agenda to seek authorization of the 5th valve refurbishment in summer 2026.

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 the panels are being fabricated. Factory testing of the panels is tentatively scheduled for August 2026.

Staff have met with Arcadis USA, Inc., to kick off the thorough review of the Risk and Resiliency Assessment and Emergency Response Plan. As reported to the Board in May, an update is being 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 updating the Emergency Response Plan.

Lexington Operations and Maintenance Overview

On June 6th and into June 7th, the Lexington Pump Station reported a total loss of utility power and pumping where the emergency generators did not start automatically. To further complicate matters, the 125kV 480-volt standby generator automatic transfer switch did not operate, and the station lost emergency equipment and normal building power to the facility including telephone communications. As the Chicago's SCADA reporting to DWC remains down, Staff can't independently corroborate the full incident with complete certainty. Staff are waiting for a detailed report from Chicago on the chain of events and will report the City's finding to the Board on June 18th.

No Change: The Commission's property insurer, AIG, conducted 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

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. The DWC response to the NSMJAWA governance memorandum has been reviewed by the NSMJAWA Executive Committee with all parties concurring (with one minor change to boundary planning activities). Legal counsel from both organizations will now commence preparation of the Intergovernmental Agreement which will formalize the governance structure, and under which the project will be constructed and operated, with DWC as the Managing Partner. It is intended that the IGA be presented to the DWC Board in August for consideration, after which time a solicitation for the Program Manager can be released.

Staff has worked to advance consideration of consulting firms for the Project Communications role and the Project Financial Advisor role and these items are on the Administration and Finance Committee agendas for discussion; which will come back to the Board of Commissioner for action, possibly in July.

Staff have met with Delve Underground to kick-off Lake Michigan geotechnical planning services including Project Management & Coordination, Preliminary Geotechnical Investigation Planning and Permitting for Lake Michigan.

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 is currently working on returning the Commission's existing 48-inch water main to service after completion of the WaterLink branch connection. Staff are anticipating a return to normal service on or about June 15th.

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.

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 Electric to cutover systems to the new fiber pathways, and this work is anticipated to finish by the end of this month.

Resolution R-51-26 appears on the agenda to approve and ratify Task Order No. 1 with HDR Engineering, Inc. for services to assist with the development of an engineering RFP for a Building Information Modeling (BIM) system at a cost not to exceed \$35,669.

The annual Customer Meter Testing Program is underway and is currently 20% complete.

Engineering & Capital Improvement Program Overview

Staff continues to coordinate with V3 Companies, with regards to traffic control engineering at specific Commission remote sites, with V3 currently working to complete exhibits for the second round of staff-selected sites.

A solicitation was recently issued for geotechnical work needed to confirm the feasibility of the upcoming cathodic protection improvement. Proposals were due at the end of May, with only one submittal received. Resolution R-54-26 would award a contract to Geocon Professional Services to complete the associated work.

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. Additional opportunities to improve the project or realize additional cost savings are also constantly under review for implementation.

Efforts related to easement acquisition also continue, with multiple ordinances appearing on the agenda tonight in O-19-26 and O-20-26. These items include necessary property acquisition (easements) required in order to complete the construction of the WaterLink Pipeline.

Resolution R-55-26 appears on the agenda, which would award an additional contract to the Joint Venture of Benchmark Construction and D Construction for the “3C” segment of the WaterLink Project. This complicated section of the transmission main construction will include challenging soil conditions as well as the crossing of the Fox River. Due to initial complications and concerns about construction feasibility of the initial alignment, the design was modified and ultimately relocated out of the ComEd corridor. As a result, an update to the previously approved License Agreement with ComEd is required, as is represented in Ordinance O-21-26.

Construction on the Book Road section remains underway, with 54” transmission main installed from 75th Street to 83rd Street. Recent efforts have also included extensive work associated with the connection to the Commission’s existing distribution network, scheduled to be completed and back in service next week. Additionally, Resolution R-56-26 appears on the agenda which would authorize a second change order on the Book Road segment of the project largely for ancillary work associated with overall scope reductions up to this point.

Construction on the “2A/2B/2C” sections of the WaterLink Project have also recently begun, located near the intersection of 95th Street and Wolf’s Crossing Road. This 54” pipeline is being constructed with Steel pipe, and the work is being completed by Airy’s Construction. This work will be completed west-to-east and will meet the Book Road pipeline near Frontier Park in Naperville.

The Meter Station construction package was recently bid out, with favorable bids received last week. A recommended contract award for that work will likely be brought forward in July or August for Board review and approval. Remaining bid packages include two of the smaller diameter “feeder” mains, scheduled to be advertised for bid in June and July.

Board Action Items

Resolution R-51-26: A Resolution Approving and Ratifying Certain Task Orders Under a Master Contract with HDR Engineering, Inc. **(Task Order No. 01 – Not-To-Exceed \$35,669)**

Resolution R-52-26: A Resolution Authorizing High-Lift Pump Control Valve Repair Services from a Sole Source Provider **(A/C Service and Repair – Estimated Expense of \$150,000)**

Resolution R-54-26: A Resolution Awarding a Contract for Geotechnical Investigative Services at Select Remote Sites **(Geocon Professional Services, LLC – Not-To-Exceed \$96,000)**

Resolution R-55-26: A Resolution Awarding a Contract for the Construction of the West Transmission Main Contract TW-6/25 Section 3C **(D. Construction, Inc. & Benchmark Construction Co., Inc. Joint Venture - \$52,594,496)**

Resolution R-56-26: A Resolution Approving and Ratifying Certain Change Orders for the Construction of the West Transmission Main Along Book Road From 75th Street to the ComEd R.O.W. **(Contract TW-6/25 Section 1 – Change Order No. 02 (Book Road) Price Increase of \$158,847)**

Attachments

1. DuPage Laboratory Bench Sheets for May 2026
2. Water Sales Analysis 01-May-2022 to 31-May-2026
3. WaterLink Status Report
4. Alternate Water Source Report

DU PAGE WATER COMMISSION
WATER SALES ANALYSIS

01-May-92 TO 31-May-26

PER DAY AVERAGE 77,647,471

MONTH	SALES TO CUSTOMERS (GALLONS)	PURCHASES FROM CHICAGO (GALLONS)	GALLONS BILLED %	BILLINGS TO CUSTOMERS	BILLINGS FROM CHICAGO	DOCUMENTED COMMISSION WATER USE (2)	DOCUMENTED COMMISSION WATER USE %	TOTAL ACCOUNTED FOR %	DWC OPER. & MAINT. RATE (3)	CHGO RATE
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%	\$12,964,212.00	\$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
May-26	2,371,633,000	2,429,444,665	97.62%	\$13,968,918.37	\$11,858,119.41	1,075,739	0.04%	97.66%	\$5.89	\$4.881
TOTALS (1)	966,633,367,798	994,267,461,116	97.22%	\$2,607,092,518.37	\$2,294,858,052.77	904,320,060	0.09%	97.31%	\$2.70	\$2.308

- (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										
May-25	2,375,691,000	2,438,182,271	97.44%	13,779,008	11,442,389				\$5.80	\$4.693
May-26	2,371,633,000	2,429,444,665	97.62%	13,968,918	11,858,119				\$5.89	\$4.881
	(4,058,000)	(8,737,606)		\$189,911	\$415,730					
	-0.2%	-0.4%		1.4%	3.6%					
Month										
May-25	2,375,691,000	2,438,182,271	97.44%	13,779,008	11,442,389				\$5.80	\$4.693
May-26	2,371,633,000	2,429,444,665	97.62%	13,968,918	11,858,119				\$5.89	\$4.881
	(4,058,000)	(8,737,606)		\$189,911	\$415,730					
	-0.2%	-0.4%		1.4%	3.6%					
May>Apr	390,689,000	395,379,139		2,479,443	1,929,846					



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

DUPAGE WATER COMMISSION LABORATORY BENCH SHEET RESULTS

DATE	CHICAGO SUPPLY				DUPAGE DISCHARGE						
	FREE Cl ₂ (mg/L)	TURBIDITY (ntu)	O-PO ₄ (mg/L)	POWDER ACTIVATED CARBON ADDED (LBS/MG)	FREE Cl ₂ (mg/L)	TURBIDITY (ntu)	TEMP (°F)	pH	Fluoride (mg/L)	O-PO ₄ (mg/L)	ANALYST INT.
1	1.37	0.05	1.58	0.00	1.3	0.07	58	7.4	0.7	1.42	J.S.
2	1.43	0.06	1.65	0.00	1.07	0.08	58	7.4	0.7	1.45	K.D.
3	1.35	0.07	1.62	0.00	1.14	0.08	59	7.4	0.7	1.57	K.D.
4	1.37	0.06	1.42	0.00	1.13	0.07	59	7.4	0.7	1.56	J.S.
5	1.41	0.05	1.57	0.00	1.14	0.07	59	7.5	0.7	1.40	J.S.
6	1.36	0.06	1.71	0.00	1.14	0.08	59	7.4	0.7	1.48	K.D.
7	1.27	0.05	1.50	0.00	1.13	0.08	59	7.4	0.7	1.61	K.D.
8	1.3	0.07	1.68	0.00	1.08	0.07	59	7.4	0.7	1.38	K.D.
9	1.26	0.06	1.52	0.00	1.32	0.08	59	7.4	0.8	1.61	R.C.
10	1.43	0.05	1.48	0.00	1.31	0.08	59	7.4	0.8	1.55	R.C.
11	1.35	0.07	1.68	0.00	1.11	0.07	62	7.3	0.7	1.44	K.D.
12	1.44	0.05	1.71	0.00	1.06	0.06	61	7.4	0.7	1.44	K.D.
13	1.47	0.04	1.74	0.00	1.39	0.05	63	7.4	0.7	1.72	R.C.
14	1.39	0.05	1.74	0.00	1.37	0.06	63	7.4	0.8	1.71	R.C.
15	1.34	0.05	1.54	0.00	1.3	0.06	63	7.4	0.7	1.62	R.C.
16	1.28	0.05	1.57	0.00	1.29	0.05	63	7.4	0.8	1.76	R.C.
17	1.34	0.04	1.58	0.00	1.18	0.06	64	7.4	0.7	1.46	K.D.
18	1.27	0.05	1.57	0.00	1.33	0.05	60	7.4	0.7	1.74	R.C.
19	1.38	0.05	1.60	0.00	1.37	0.06	63	7.4	0.7	1.71	R.C.
20	1.45	0.04	1.61	0.00	1.26	0.07	61	7.4	0.7	1.48	K.D.
21	1.48	0.04	1.68	0.00	1.3	0.05	60	7.4	0.7	1.48	K.D.
22	1.29	0.04	1.54	0.00	1.3	0.05	60	7.4	0.8	1.44	K.D.
23	1.41	0.05	1.81	0.00	1.32	0.06	61	7.4	0.8	1.72	R.C.
24	1.29	0.04	1.59	0.00	1.28	0.05	61	7.4	0.8	1.68	R.C.
25	1.27	0.06	1.71	0.00	1.14	0.05	62	7.4	0.7	1.48	K.D.
26	1.31	0.05	1.68	0.00	1.24	0.05	62	7.4	0.7	1.58	K.D.
27	1.45	0.05	1.63	0.00	1.36	0.09	62	7.4	0.7	1.76	R.C.
28	1.35	0.05	1.56	0.00	1.32	0.06	61	7.4	0.7	1.68	R.C.
29	1.4	0.06	1.59	0.00	1.34	0.07	62	7.4	0.7	1.61	R.C.
30	1.35	0.06	1.69	0.00	1.4	0.06	63	7.4	0.7	1.66	R.C.
31	1.31	0.12	1.54	0.00	1.25	0.10	62	7.5	0.7	1.51	A.M.
AVG.	1.36	0.05	1.62	0.00	1.25	0.07	61	7.4	0.7	1.57	
MAX.	1.48	0.12	1.81	0.00	1.4	0.10	64	7.5	0.8	1.76	
MIN.	1.26	0.04	1.42	0.00	1.06	0.05	58	7.3	0.7	1.38	

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

Date



MONTHLY STATUS REPORT

LAN PROJECT #: 128-10031-001

PROJECT: DuPage Water Commission WaterLink Extension Phase II

REPORT DATE: June 9, 2026

MEETING DATE: June 18, 2026

I. Progress through June 9, 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
 - a) Construction ongoing.
- 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 on one area. Contractor will need to submit bonds in accordance with IDOT response letter. Pending approval on Kendall Point road crossing.
 - 2) IDOT D3 – review in progress.
 - e) Construction Permit received from IEPA.
 - f) US Fish and Wildlife (tree clearing restriction 4/1 – 9/30)





MONTHLY STATUS REPORT

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.
2. Ongoing coordination with IDOT District 3 on IL Route 71 project overlap.
3. IDOT District 3 comments received in June 2025.





MONTHLY STATUS REPORT

- 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. Bids received 06/09/26.
2. 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
 - e) Wetland Delineations
 - f) Environmental
 - g) Permitting & Permit Fees





MONTHLY STATUS REPORT

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 May 31, 2026:
 - a) Total: \$20,720,063 (96.5%)

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

- A. Schedule Update Meetings with Burns & McDonnell – Various
- B. MS 22 Pre-Bid Meeting – May 19, 2026
- C. WaterLink Coordination Workshop – May 27, 2026
- D. WaterLink Partnering Session – June 04, 2026
- E. MS 22 Bid Opening – June 09, 2026
- F. WaterLink Groundbreaking – June 10, 2026
- G. 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. Fox Metro Water Reclamation District Coordination Meeting – June 12, 2026
- F. FW-1/25 Section 3 Advertisement
- G. FW-1/25 Section 4 Advertisement



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

Description	Activity through	Activity through	Activity through	Activity through	Activity through	Activity through	Activity through	Activity through	Activity through	Activity through	Activity through	Activity through	Activity through	Activity through	Activity through	Activity through	Activity through	Activity through	Activity through	Activity through	Activity through	Activity through	Activity through	Activity through	Planned	Planned																							
	April 26, 2024	May 31, 2024	June 30, 2024	July 31, 2024	August 31, 2024	September 30, 2024	October 31, 2024	November 30, 2024	December 31, 2024	January 2025	February 2025	March 2025	April 2025	May 2025	June 2025	July 2025	August 2025	September 2025	October 2025	November 2025	December 2025	January 2026	February 2026	March 2026	April 2026	May 2026	June 2026	July 2026	August 2026																				
Basic Services	\$ 625,960	\$ 876,344	\$ 980,607	\$ 1,011,525	\$ 994,029	\$ 993,016	\$ 999,176	\$ 1,117,315	\$ 1,116,854	\$ 745,163	\$ 499,762	\$ 498,028	\$ 378,063	\$ 258,692	\$ 254,130	\$ 248,300	\$ 248,197	\$ 248,033	\$ 186,383	\$ 63,579	\$ 64,220	\$ 62,559	\$ 255,569	\$ 465,856	\$ 210,835	\$ 350,000	\$ 235,414	\$ 100,000																					
Additional Services	\$ 545,788	\$ 1,126,706	\$ 586,700	\$ 561,317	\$ 594,996	\$ 64,786	\$ 149,871	\$ 438,311	\$ 350,417	\$ 283,233	\$ 83,116	\$ 205,871	\$ 183,722	\$ 253,965	\$ 236,036	\$ 198,526	\$ 203,231	\$ 204,163	\$ 234,542	\$ 187,774	\$ 140,498	\$ 222,161	\$ 83,534	\$ 72,593	\$ 13,404	\$ 95,992	\$ 63,068	\$ -																					
MONTHLY SUBTOTAL	\$ 1,171,748	\$ 2,003,050	\$ 1,567,307	\$ 1,572,842	\$ 1,589,025	\$ 1,057,802	\$ 1,149,047	\$ 1,555,626	\$ 1,467,271	\$ 1,028,396	\$ 582,878	\$ 703,899	\$ 561,785	\$ 512,657	\$ 490,166	\$ 446,826	\$ 451,428	\$ 452,196	\$ 420,925	\$ 251,353	\$ 204,717	\$ 284,720	\$ 339,103	\$ 538,448	\$ 224,239	\$ 445,992	\$ 298,482	\$ 100,000																					
SUBTOTAL	\$6,314,947				\$5,351,501				\$8,961,007																																								
IGA ESCROW DEPOSITS	\$7,764,000				\$5,532,000				\$6,660,942																																								
																							ORIGINAL PHASE II CONTRACT		\$																								19,956,942
																							PHASE I ROLLOVER FUNDS		\$																								492,687
																							CONTRACT AMENDMENT NO. 1		\$																								1,022,300
																							TOTAL PHASE II CONTRACT		\$																								21,471,929

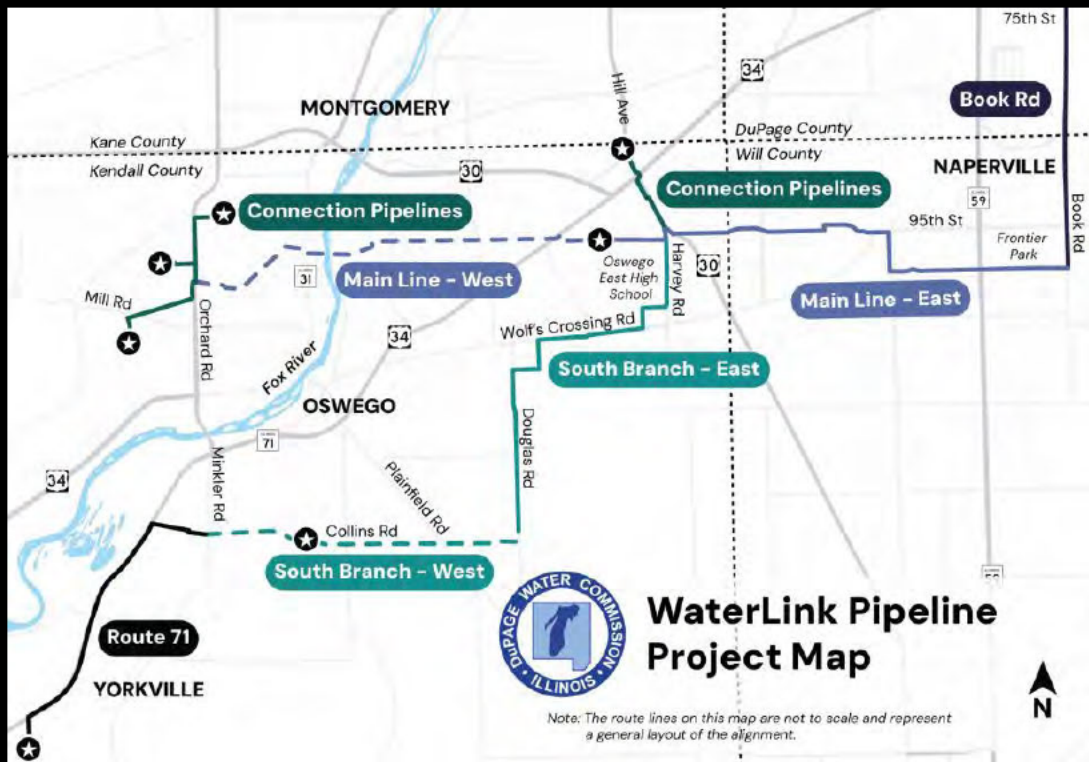


WaterLink Monthly Progress Report



June 2026

Data through May 31, 2026



Program Overview

Project Section	Monthly Progress Update
Book Road (TW-6/25 Section 1)	Under construction
Main Line – East (TW-6/25 Section 2B)	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 received May 6, 2026; Will be awarded in June.
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)	Advertised May 7, 2026. Prebid meeting held May 19, 2026.

Project Stats & Milestones

Project Section	Monthly Construction Update	Percent Complete
Book Road	Crews installed 80 ft of 72" steel casing pipe and approximately 1500 ft of 54" water main.	32.5%
Main Line – East		2%
Main Line – West	Tree clearing activity has been completed.	1%
South Branch – East		0%
South Branch – West	Construction has not yet begun.	0%
Route 71		0%
Connection Pipelines	Construction has not yet begun.	0%
Meter Stations		0%



Excavation along Book Road.; Trucks lined up along Book Road.

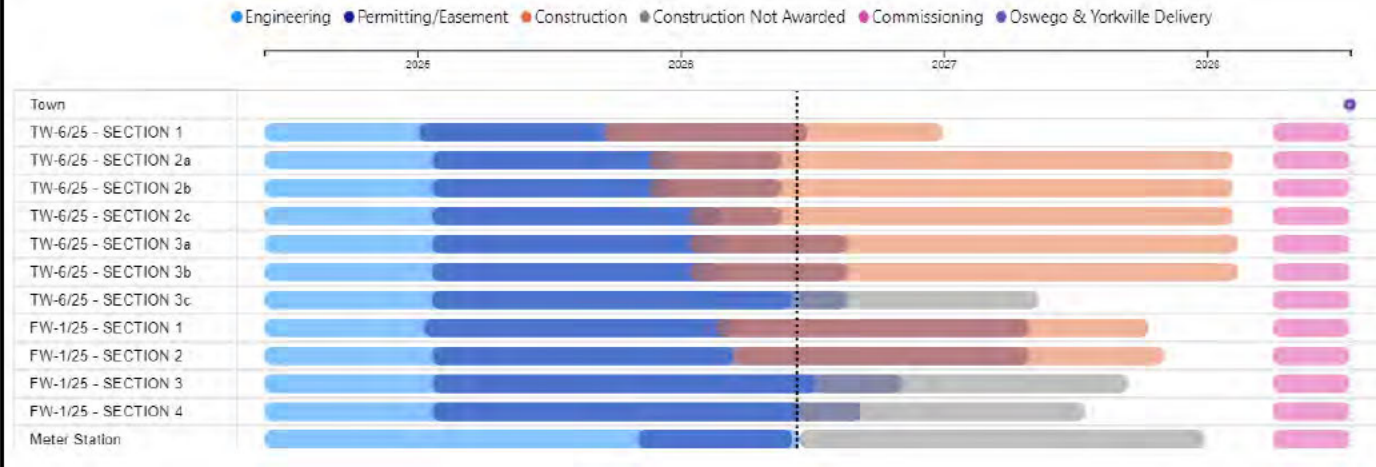
Schedule & Cost Tracking

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	Complete	In Progress	In Progress	To be determined*

\$36.95 Million Spent

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

Program Delivery Timeline: Sectional Phases and Milestones



****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-51-26

Account: 01-60-722200

Approvals: *Author / Manager / Finance / Admin*

DC RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 6/10/2026

Description: **A Resolution Approving and Ratifying Certain Task Orders Under a Master Contract with HDR Engineering, Inc. – Building Information Modeling (BIM)**

Agenda Section: Engineering & Construction

Originating Department: Systems & Information Technology

Commission staff have researched and are interested in the utilization of a Building Information Modeling (BIM) system and the benefits it could have for the Commission. The BIM Model project was included in the FY-26/27 approved Five-Year Capital Improvement Program/Management Budget. The intention would be to capture the legacy knowledge of DWC staff and use BIM for the operation and maintenance of the Commission campus and pump station, looking to develop a model of the infrastructure and critical systems for future improvements. The goal would be to capture the existing infrastructure both exposed and below ground, render an interactive model, integrate archived data on the existing systems, potentially tie in existing asset data, and incorporate institutional knowledge of our system into the program.

There are many benefits to the use of a BIM system, and it can be used to create a condition model that can provide location information, integrate asset and archival data; utilized for site analyses, and engineering and design of facility improvements or future changes. With the many benefits and the numerous ways to leverage a BIM system, Commission staff sent out an RFP to prequalified engineering firms through our Master Service Agreement list and requested a proposal for assistance in developing a formal RFP for a Building Information Model (BIM) of the Commission campus and pump station. The RFP submitted to the selected firms requesting support from a qualified team to perform the following tasks:

- Coordinate and conduct meetings and workshops with Commission staff to define and document the key objectives of the BIM and determine baseline information and data for the development of the RFP.
- Conduct site visits of the campus and pump station, as well as the collection and review of archived plans and data.

- Develop an evaluation report with the summarized goals and intended use of the BIM, define scope boundaries, define core requirements, and form baseline points required for the RFP.
- Generate a Draft RFP, coordinate with Commission staff to review, provide feedback, and convert into a Final RFP for the Commissions use.

Under the terms of the BIM assistance RFP, the approved firm would be excluded from developing the RFP for BIM Modelling services which narrowed the field of interested firms from six to two. Of the six firms solicited two responded with the following proposals:

Firm	Proposal Cost
HDR Engineering	\$35,669
Arcadis, USA	\$48,200

Staff reviewed both proposals and based on the strength of their submittal (project understanding, project approach, schedule, team, and estimated cost), Staff recommends acceptance of the proposal submitted by HDR Engineering, Inc. as the most favorable to the Commission, in the amount estimated at \$35,669.

Resolution R-51-26 would approve Task Order No. 01 to the Master Contract with HDR Engineering, Inc.

Recommended Motion:

To adopt Resolution R-51-26

DUPAGE WATER COMMISSION

RESOLUTION NO. R-51-26

A RESOLUTION APPROVING AND RATIFYING CERTAIN TASK ORDERS
UNDER A MASTER CONTRACT WITH HDR ENGINEERING, INC.

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

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

WHEREAS, the Consultant has approved the Task Orders substantially in the form as attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1 (the “Task Orders”);

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

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

SECTION TWO: The Task Orders attached hereto as Exhibit 1 shall be and hereby are approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined, based upon the representations of staff and the Consultant, that the circumstances said to necessitate the Task Orders were not reasonably foreseeable at the time the Master Contract was signed, the Task Orders are germane to the Master Contract as signed, and/or the Task Orders are in the best interest of the DuPage Water Commission and authorized by law.

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

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

ADOPTED THIS _____ DAY OF _____, 2026.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk

Board/Resolutions/2026/R-51-26.docx

EXHIBIT 1

HDR Engineering, Inc. Task Order No. 01

TASK ORDER NO. 01

In accordance with Section 1.1 of the Master Contract for Professional Engineering Services dated July 8, 2013, DuPage Water Commission (Owner) and HDR Engineering, Inc. (Consultant) agree as follows:

1. **Project:**

Provide assistance with the development of the Request for Proposal (RFP) for the Design, Bidding-related, and Construction-related services for the development of the Commission's Building Information Model (BIM) of the Pump Station and Campus, located in Elmhurst, IL.

2. **Services of Consultant**

Consultant will:

Task 1 – Coordinate and host several meetings with Commission staff to identify key stakeholders, key objectives of for BIM, and determine baseline information and data for the development of an RFP.

Task 2 – Conduct site visits of the Commission campus and pump station. Collect and review archived plans and data.

Task 3 – Provide Commission staff with an evaluation report following information gathered from prior tasks, summarizing the intended use of the BIM, scope boundaries, and forming the baseline points required for the RFP.

Task 4 – Prepare a Draft RFP.

Task 5 – Provide a Final RFP following review and comment integration of the Draft RFP.

Additional Services:

Digital Development Roadmap – A phase approach to BIM implementation.

BIM / Information Management Standards and Procedures – Defining and creating DWC specific standards for information structure, management, validation, and maintenance.

Detailed Level of Information Need Specification – Develop specifications to align DWC's assets, use cases, and systems.

3. **Approval and Authorizations**

No approvals or authorizations are required for this project.

4. **Commencement Date**

Upon notice to proceed of this Task Order, which is expected the week of June 22, 2026.

5. **Completion Date**

Services will be completed by August 28, 2026.

6. **Submittal Schedule**

None.

7. **Key Project Personnel**

Stephanie Schramm, P.E. – Project Manager
Jessica Adams-Weber, P.E. – Project Principal
Anjali Jackson – Senior Technical Advisor
Flo Ferreira – Digital Delivery Specialist, QA/QC
Troy Schmeling – Digital Delivery Specialist
Rich Liggett – Digital Delivery Specialist

8. **Contract Price**

For providing and performing Services, an amount equal to Consultant's direct labor costs for all Services rendered by principals and employees engaged directly in the Project, plus an amount equal to the actual costs of all reimbursable expenses.

Notwithstanding the foregoing, the total Consultant Price shall not exceed \$35,669.00. The contract price may be adjusted by Change Order issued pursuant to Section 2.1 of the Contract.

9. **Payments**

Direct Labor Costs shall mean the billing rate of all Consultant's 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 June 22, 2026.

DUPAGE WATER COMMISSION

By: _____

Paul D. May, P.E.
General Manager

DESIGNATED REPRESENTATIVES FOR TASK ORDER:

Name: Denis Cuvalo
Title: Systems Engineer and IT Supervisor
DuPage Water Commission
Address: 600 East Butterfield Road, Elmhurst, IL 60126-4642
Email: cuvalo@dpwc.org
Phone : (630) 834-0100

HDR ENGINEERING, INC.

By: _____

Jessica Adams-Weber, P.E.
Project Principal

DESIGNATED REPRESENTATIVES FOR TASK ORDER:

Name: Stephanie Schramm, P.E.
Title: Project Manager
HDR Engineering, Inc.
Address: 9450 West Bryn Mawr Avenue, Suite 400, Rosemont, IL 60018-5273
Email: Stephanie.Schramm@hdrinc.com
Phone: (773) 380-7900

PROPOSAL FOR

DuPage Water Commission

RFP to Assist the DuPage Water Commission with the Creation of a Request for Proposals to Develop a Building Information Model of Commission Facilities

May 27, 2026





May 27, 2026

Attn: Denis Cuvalo
DuPage Water Commission
600 East Butterfield Rd.
Elmhurst, IL 60126-4642

Project Principal:
Jess Adams-Weber



E-Mail Address:.....jessica.adams-weber@hdrinc.com

Phone Number:.....816.360.2710

RE: RFP to Assist the DuPage Water Commission with the Creation of a Request for Proposals to Develop a Building Information Model of Commission Facilities

Dear Mr. Cuvalo, Mr. Bostick, Mr. May, and members of the selection committee:

The DuPage Water Commission (DWC) is seeking a partner in developing a procurement-ready RFP for delivery of a Building Information Model (BIM) of its facilities. This RFP is a critical step for DWC in **capturing institutional knowledge from long-time staff**, setting clear expectations for the market, and establishing a **strong foundation for how information will be delivered, used, and maintained going forward**. The success of this initiative depends on defining what is required, why it is needed, and how success will be measured — before engaging the market.

The HDR team is excited for the opportunity to support you and offers a blend of practical delivery experience, information management expertise, and direct BIM implementation knowledge. Our key staff have both defined BIM/information requirements and delivered against them. They are ready to implement a structured approach built around discovery, targeted definition of information requirements, and careful translation into procurement language. This combination will result in an RFP that **strikes a balance between what is realistic and achievable**, not theoretical; outlines clear, outcome-focused requirements with appropriate guardrails; and avoids over-prescribing how the appointed BIM provider delivers them.

What follows is an executive summary of the components of our proposal, which are detailed further in the following pages:

Project Approach Overview

At HDR, we recognize that every organization is unique, and a one-size-fits-all approach is rarely effective. BIM and information management principles can be applied across different sectors, project sizes, and stages to drive efficiency. Our value lies in our ability to delve deep into the real pain points and operational needs, defining bespoke requirements that align DWC’s objectives with industry standards and best practice. Our methodology has been developed with risk in mind — identifying and addressing key risks early through clear allocation of responsibility, and assigning risks to the party best placed to manage and control that risk.

HDR’s approach starts with a structured discover phase focusing on translating DWC’s operational needs into structured, outcome-based requirements that enable consistent bidder responses and support long-term use of the model. Particular focus is placed on defining scope boundaries, validation criteria, and Level of Information Need so that bidders respond consistently and outputs are usable beyond handover.

We understand the challenges associated with existing PDF-based records, integration of utility information, and long-term ownership of the model. These are addressed in our approach to see that responsibilities are clear and that risks are managed through the RFP itself.

Our approach is structured around five tasks, aligned to the anticipated scope:

- **Task 1 – Coordination & Workshops** will focus on structured engagement with DWC stakeholders to define objectives, understand current systems and data, and align expectations.
- **Task 2 – Review of Existing Information** entails representative review of available drawings, surveys, and asset data to understand constraints and inform procurement requirements.
- **Task 3 – Evaluation and Requirements Definition** will result in development of a concise, procurement-ready set of requirements, including scope boundaries (campus, assets, utilities); required outputs and formats; Level of Information Need; validation and acceptance criteria; roles, responsibilities, and governance; and alignment with industry standards (e.g. ISO 19650).
- **Tasks 4 & 5 – Draft and Final RFP** will entail preparation of the draft and final RFP documents, incorporating DWC feedback and structured review cycles.

Why HDR


HDR brings a delivery team that combines procurement experience, ISO 19650-aligned information management expertise, and hands-on BIM delivery knowledge. This translates to requirements that are clearly defined and grounded in how facilities are delivered, verified, and operated in practice.

The team has experience defining information requirements, translating operational needs into structured outputs, and supporting implementation on live projects. This helps verify that graphical data requirements, validation criteria, and governance are proportionate, practical, and aligned to DWC's objectives — without adding unnecessary complexity. The approach remains technology-agnostic and avoids prescribing delivery methods. Instead, it focuses on setting clear owner requirements and boundaries so bidders can respond consistently, while still allowing flexibility in how they deliver.

Overall, this gives DWC clarity at procurement stage and reduces the risk of inconsistent bids, unclear scope, and outputs that are difficult to use or maintain. HDR looks forward to working with DWC to develop an RFP that enables a clear, competitive procurement and sets up the long-term success of your digital asset strategy. If you have any questions, do not hesitate to contact us.

Sincerely,

HDR Engineering, Inc.



Jess Adams-Weber, PE
VP, Signature Authority | Project Principal

jessica.adams-weber@hdrinc.com



Stephanie Schramm, PE
Project Manager

stephanie.schramm@hdrinc.com



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Project Approach

The DuPage Water Commission (DWC) seeks support to develop a procurement-ready scope for a Building Information Model (BIM) of the DuPage Pumping Station and Campus. HDR's approach is structured to:

- ✓ Elicit and document DWC's objectives and constraints
- ✓ Define outcome-based BIM and information requirements that are appropriate for a facilities/asset context
- ✓ Translate requirements into an RFP with clear deliverables and acceptance criteria

HDR understands the risks, having seen first-hand what happens when requirements are unclear, the scope is overly prescriptive or when BIM is misunderstood as "just modeling." HDR will define what "good" looks like for DWC and in a way that the market can respond clearly, competitively, and without ambiguity – while preserving flexibility for the appointed BIM provider to deliver the most appropriate solution.

This approach describes HDR's interpretation and methodology for Tasks 1-5, including required DWC inputs, key challenges, proposed roles/responsibilities, estimated level of effort, applicable standards, and a milestone schedule. Some tasks may reflect a lighter or heavier scope in comparison to the anticipated scope of work. This is due to our experience delivering similar assignments and understanding typical pain points. The intent is not only to respond to the questions posed but also to help frame the right questions at the outset.

The anticipated scope is aligned with HDR's proven and adaptable five-phase approach. This empowers DWC to make informed decisions at every stage:



Define: We help identify and articulate your key drivers and desired outcomes.



Discover: We engage key stakeholders in your business to understand the real issues and carry out a gap analysis between where you are now and where you want to be.



Develop: We design a bespoke roadmap with key objectives prioritized and defined deliverables.



Deliver: We deliver tangible outcomes and track progress and performance on key metrics.



Drive: We review and audit our deliverables, pushing to maintain outcomes and drive business improvement.



Task 1 – Coordination and Meetings

In alignment with the anticipated scope of services, HDR will facilitate a structured discovery process that includes a kick-off meeting, workshops and progress meetings. The objectives of these meetings will include:

- **Define DWC’s digital vision and objectives** through engagement with key stakeholders to understand the goal of the facility BIM and aspirations for its downstream use.
- **Understand the current landscape** regarding data structure and integrity, system architecture, availability and quality of graphical data (drawings, surveys), asset data approach including asset naming, data flow between systems, and automations.

HDR’s approach starts with the end in mind. Through focused workshops, we will work with DWC to clearly articulate its vision and goals by defining the “why” – what information is needed, by whom, and for what purpose. This tailors requirements that are specific and targeted, avoiding a “catch-all” approach that can overwhelm users with low-value data. Drawing on our experience supporting similar initiatives, we translate complex operational needs into clear, structured requirements that enable informed, practical decision-making.

HDR proposes to utilize meeting recording and transcription to accurately capture actions and decisions from these workshops.

Input Required from DWC

- Identification of key stakeholders for facilities/ operations, engineering, IT, document controls, capital program delivery
- Initial view of objectives for BIM (e.g. planning, predictive maintenance, renewal)

- Any known constraints or preferences, including systems, data governance, security considerations

Issues/Challenges to Consider

- Stakeholder expectations may vary, particularly where BIM is new, and will need to be aligned through the discovery process
- Care will be needed to distinguish between what outcomes are required and how these are delivered, to avoid unintentionally constraining the market

Resources for Task 1

Sub-Task	Name (Hours)	Total Hours
Kick-Off Meeting	<ul style="list-style-type: none"> • Jess Adams-Weber (1) • Stephanie Schramm (1) • Anjuli Jackson (2) • Troy Schmeling (1) 	5
Discovery Workshop 1	<ul style="list-style-type: none"> • Stephanie Schramm (1) • Anjuli Jackson (2) • Troy Schmeling (1) 	4
Discovery Workshop 2	<ul style="list-style-type: none"> • Stephanie Schramm (1) • Anjuli Jackson (2) • Troy Schmeling (1) 	4
Progress Meetings	<ul style="list-style-type: none"> • Stephanie Schramm (3) • Anjuli Jackson (6) • Troy Schmeling (3) 	12
Project Management + QA/QC	<ul style="list-style-type: none"> • Stephanie Schramm (4) • Flo Ferreira (1) • Project Coordinator (3) • Project Accountant (3) 	11
		36



Task 2 – Existing Facility and Site Information

The RFP anticipates a site visit and review of archived plans, noting that CAD drawings are not available and record drawings are PDF only, and that a campus utility survey is available.

HDR recommends a two-tier approach that protects DWC and improves bidder accountability:

- **HDR will perform a representative, high-level review of available facility/site information** to understand the scale, complexity, and likely data acquisition needs.
- The subsequent **BIM provider should be responsible for the detailed data capture/verification** (e.g. surveys/scans and full drawing review) as part of their delivery method.

The representative review will focus on confirming campus extent, major systems, typical record quality, and constraints or drivers that must be reflected in procurement requirements.

This two-tier approach **places accountability for the accuracy of as-is information on the BIM provider** and avoids a scenario where one party is collecting the data and another is asked to model from it without verification. BIM authoring typically requires the modeler to verify the accuracy of what is being modeled.

Input Required from DWC

- Representative site plans/overview drawings sufficient to confirm campus extent and building/asset types
- Inventory of available record drawings, survey deliverables and any existing asset registers

Issues/Challenges to Consider

- Reliance on PDF-based records introduces a level of uncertainty; expectations for verification and accuracy will need to be clearly defined within the RFP
- The integration of utility information (above and below ground) will require clear direction on how this should be represented and validated
- The allocation of responsibility for detailed data capture and verification will need to be clearly set out to avoid gaps or duplication between parties

Resources for Task 2

Sub-Task	Name (Hours)	Total Hours
Site Visit	<ul style="list-style-type: none"> • Stephanie Schramm (3) • Troy Schmeling (3) 	6
Review Existing Material	<ul style="list-style-type: none"> • Stephanie Schramm (1) • Anjuli Jackson (4) • Troy Schmeling (4) 	9
Findings Summary	<ul style="list-style-type: none"> • Anjuli Jackson (2) • Troy Schmeling (1) 	3
		18





Task 3 – Evaluation

Following the discovery phase, HDR will combine findings from workshops and site understanding into a structured evaluation report that will inform the RFP development.

The evaluation report will define a clear set of procurement-ready requirements to support development of the RFP, including:

- Intended uses of the BIM and the decisions it is expected to support
- Scope boundaries, including asset coverage, campus extent, and inclusion criteria
- Required outputs and formats for deliverables and data exchange (i.e. how deliverables are packaged and shared to DWC so they are accessible and machine readable)
- Core information requirements, aligned to industry guidance
- High-level validation and acceptance criteria
- Roles and responsibilities for delivery and ownership

This forms the baseline required by the RFP, providing DWC with a clear, standards-aligned foundation that can be translated into procurement language and issued to the market.

Additional Recommended Services: Bespoke BIM / Information Requirements Package

Beyond the scope set out for this task in the RFP, HDR recommends some specific additional services for development of a more robust and tailored set of requirements that move beyond industry standard definitions and are specifically aligned to DWC’s operational needs and long-term objectives. Our base scope is fully responsive to your RFP, but these additional services would include:

- **Digital Development Roadmap:** A phased approach to BIM implementation, setting out priorities, dependencies, and progression beyond initial delivery. This could include the evolution of DWC’s project portfolio into a single source of truth, with a key goal of DWC being a “knowledgeable owner” with project and organizational data at their fingertips.

- **BIM / Information Management Standards and Procedures:** Practical, DWC-specific standards defining how information is structured, managed, validated, and maintained. These standards could be organization-level to bring standardization and consistency in delivery across DWC’s portfolio.
- **Detailed Level of Information Need Specification:** A fully developed specification aligned to DWC’s assets, use cases, and systems, rather than generic industry templates.

Baseline vs. Detailed Level of Information Need

The Level of Information Need is a structured requirements document, typically in spreadsheet format, that sets out what information is required for each asset, at key stages of delivery, based on how that information will be used. It defines the required geometry and data in a consistent way, so all bidders understand what needs to be delivered and outputs can be compared on a like-for-like basis.

The Level of Information Need can be developed as a baseline or enhanced level:

Baseline (in RFP’s current scope):

A standard Level of Information Need provides consistent definition of required information. It will define asset categories and the core information required at each milestone, aligned to industry standards. The appointed BIM provider will then determine how they will author and verify that information as part of their delivery approach. This is sufficient to support procurement and enable comparable bidder responses.

Detailed (additional service):

A DWC-specific Level of Information Need would be tailored to DWC assets, systems, and operational use cases. **This goes beyond generic standards to define exactly what information is needed, in a format that can be directly used and maintained by DWC.**

Issues/Challenges to Consider

While the base evaluation report, as described in the RFP, provides a compliant and procurement-ready output, the additional services HDR recommends offer benefits of a more complete and durable outcome:

- Stronger Alignment with DWC Operations:** Requirements are tailored to how assets are actually managed and used, improving long-term value
- Improved Quality and Consistency of Bidder Responses:** More detailed and specific requirements reduce interpretation variability and enable more comparable submissions
- Reduced Risk During Delivery:** Clearer definitions of scope, data requirements, and validation criteria reduce rework, gaps, and disputes
- More Usable and Maintainable Outputs:** Information structures are designed for integration with DWC systems and ongoing asset management, not just model creation
- Foundation for Future Digital Initiatives:** Establishes the building blocks for expansion into digital twins, asset data integration, and performance analytics

The base scope provides a clear, standards-aligned foundation for procurement, while the additional services enable DWC to move beyond compliance and establish a more comprehensive and future-ready information management framework.

Resources for Task 3

Sub-Task	Name (Hours)	Total Hours
Evaluation Report	<ul style="list-style-type: none"> Stephanie Schramm (2) Anjuli Jackson (24) Troy Schmeling (8) Flo Ferreira (1) 	35
<i>Baseline Total</i>		35
Digital Roadmap	<ul style="list-style-type: none"> Anjuli Jackson (4) Rich Liggett (2) 	6
Level of Information Need	<ul style="list-style-type: none"> Anjuli Jackson (16) Rich Liggett (4) 	20
BIM & IM Standards and Procedures	<ul style="list-style-type: none"> Anjuli Jackson (16) Rich Liggett (4) 	20
<i>Additional Recommended Services Total</i>		46



Task 4 – Draft RFP

HDR will prepare a draft RFP in the required structure, incorporating DWC’s feedback on the recommendation report from Task 3. The draft will be written to:

- Reduce bidder interpretation variability
- Provide clear response instructions and deliverable expectations
- Explicitly distinguish owner requirements vs BIM provider methods

Input Required from DWC

- Consolidated review comments on the draft RFP (based on an agreed review cycle)
- Any mandatory contractual or procurement requirements that must be incorporated

Issues/Challenges to Consider

- Producing an RFP that is detailed enough to prevent variability, without prescribing the BIM provider’s internal production methods and approach

Resources for Task 4

Sub-Task	Name (Hours)	Total Hours
Draft RFP	• Stephanie Schramm (1)	11
	• Anjuli Jackson (8)	
	• Troy Schmeling (1)	
	• Flo Ferreira (1)	
		11



Task 5 – Final RFP

Following DWC’s review/approval of the draft, HDR will incorporate comments and issue the final RFP in PDF and Word formats as requested.

Resources for Task 5

Sub-Task	Name (Hours)	Total Hours
Final RFP	• Stephanie Schramm (1)	5
	• Anjuli Jackson (3)	
	• Troy Schmeling (1)	
		5

Schedule, Assumptions, and Mitigating Risks

Milestone Schedule

Task / Milestone	Output	Start Day*	End Day*	Week					
				1	2	3	4	5	6
Kickoff and Document Request	Confirmed plan, Stakeholder Map	NTP	+5						
Discovery Workshop 1	Workshop Minutes, Decision Log	NTP	+5						
Representative Records Review	Findings Summary	NTP	+5						
Site Visit	Site Notes	5	+5						
Discovery Workshop 2	Workshop Minutes, Decision Log	5	+5						
Evaluation and Alignment	Evaluation Report	5	+15						
Draft RFP Development	Draft RFP	20	+5						
Final RFP Development	Final RFP (PDF & Word)	25	+5						

*dates in working days

Assumptions and Considerations

- **Implementation Neutrality:** the selected firm will not be allowed to perform BIM development services, so HDR will therefore produce procurement-ready requirements and guardrails without creating bidders “means and methods.”
- **Data Availability:** record drawings are PDF only and CAD is not available. HDR will use a representative sample to size the challenge and draft realistic scope language – detailed verification and data capture should be the BIM provider’s responsibility.
- **Discovery-Led Definition:** DWC’s requirements will be refined through discovery workshops – access and availability of the right stakeholders to attend these workshops will be necessary.
- **Efficient Governance of Decisions:** HDR proposes to record and transcribe meetings to capture actions and decisions, supporting transparency and accuracy.
- **Review Cycle:** where DWC review is required, a one-week review cycle has been accounted

Key Risks

The key risks identified that will be mitigated through HDR’s approach include:

- Bidder interpretation variability resulting in very different solutions and prices (Tasks 3 and 4)
- Misinterpretation of BIM scope as “just modeling” and asset outcomes aren’t achieved (Tasks 1 and 3)
- Over-prescription of scope, leading to the wrong vendor being selected (Tasks 1, 3, and 4)
- Poor/uncertain existing records (PDF-only) increase uncertainty (Task 2, and supported by Task 3)
- Scope creep if boundaries, utilities, asset inclusion rules are unclear (Task 3, and supported by Task 1)
- Inconsistent or unusable asset data that isn’t in the right format (primarily Task 3)
- Tool/system integration mismatch where the model can’t be consumed by downstream systems (Tasks 1 and 3)
- BIM ownership and governance gap – if no one owns the model, it doesn’t get updated and becomes obsolete (Tasks 1 and 3)
- Loss or omission of institutional knowledge not captured in existing records, leading to incomplete or unusable information models (Tasks 1 and 3)



Our Drive

HDR's final step of our typical five-phase approach is "Drive," as shown in the graphic on page 6. This typically involves supporting the implementation and adoption of new processes and tools. We recognize this is not part of the scope as outlined in the RFP, but HDR can offer additional services, as desired, that directly benefit development of this RFP.

Model Health Dashboard

Our model validation process combines custom-built tools with industry-standard applications to maintain consistent quality, compliance, and performance. We utilize a configurable model health toolkit comprising over 40 customizable checks, allowing rules to be tailored to specific project requirements and standards. These automated checks provide designers with clear, real-time insights into model health, highlighting issues such as naming compliance, warnings, content standards, and model organization. In addition, periodic reviews are carried out by dedicated model managers using platforms such as Solibri, Navisworks, and Autodesk Validation Tools to perform deeper coordination and quality assurance checks. The results of these assessments are aggregated and presented through Power BI dashboards, offering a clear, visual overview of model health, key issues, and improvement trends to support informed decision-making.

Additional Services & Capabilities

(if desired, not included in base scope)



Ongoing **advisory services** to assist with vendor process and provide oversight to validate outputs



Support in **implementation and rollout**, including communications, training, development and upskilling



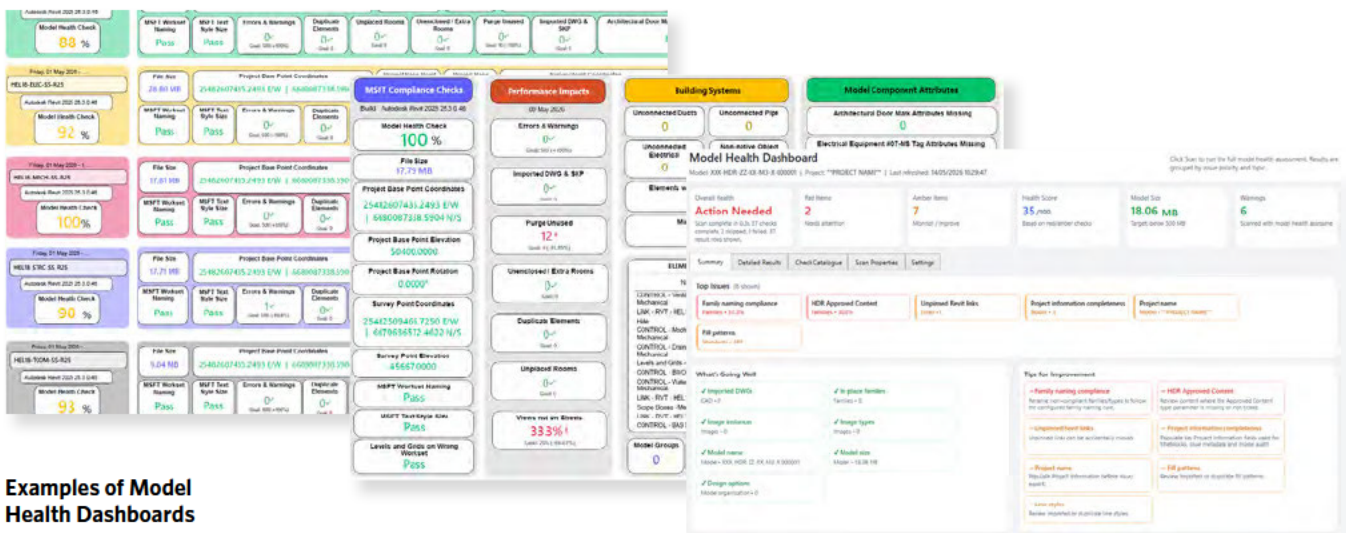
Assessment of DWC systems and tools, and procurement of a **digital twin solution** that can integrate with the system architecture



Progressive **model health** and compliance checks, tracked via **data analytics dashboards**



Development of **DWC BIM Policy, Standards and Procedures** aligned to ISO 19650



Examples of Model Health Dashboards

Key Personnel

We have assembled an experienced, multidisciplinary team for DWC that will be led by **Stephanie Schramm**. Stephanie is a Chicago-based water/wastewater engineer and is excited to engage as your Project Manager.

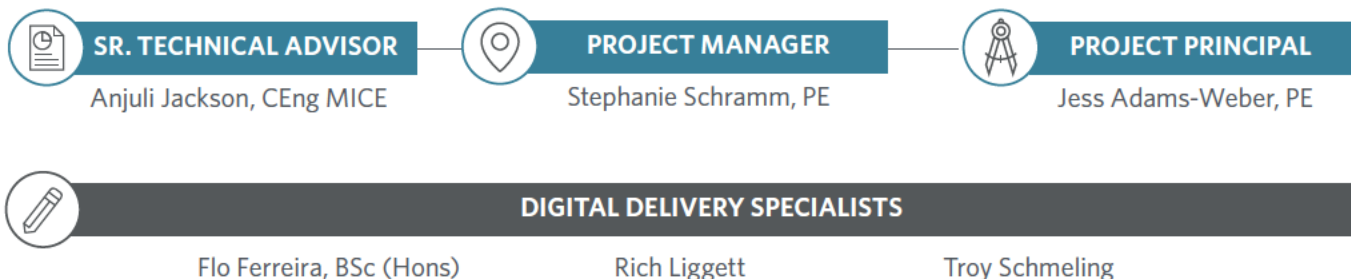
Stephanie will be supported by **Anjuli Jackson** as Senior Technical Advisor and **Jess Adams-Weber** as Project Principal. Anjuli brings deep expertise in information management and digital transformation, with direct experience developing BIM and digital delivery frameworks aligned with ISO 19650. She will play a key role in translating DWC’s operational goals into clear, structured, and procurement-ready requirements. Jess is an experienced project manager and trusted owner’s advisor who brings a strong track record of aligning stakeholders, managing risk, and delivering complex programs.

Her established relationships within HDR and familiarity with DWC leadership position her well to support Stephanie for this project.

Supporting this project further are HDR’s deep bench of digital delivery specialists — including **Flo Ferreira**, **Rich Liggett**, and **Troy Schmeling**. They will provide targeted technical insight, QA/QC, and advisory support throughout the project.

Together, this team combines strategic advisory capability with hands-on BIM delivery experience to see that the resulting RFP is both technically robust and implementable.

The following pages provide resumes of our key staff, highlighting their relevant experience and qualifications. Our team organization is shown below.





Stephanie Schramm, PE

PROJECT MANAGER



Stephanie is a Chicago-based water/wastewater engineer and is excited to engage as your Project Manager. She has experience providing design and process modeling for a variety of projects. She is skilled at analyzing collection systems using sewer process models, conducting feasibility analyses of recommendations for water/wastewater treatment plant upgrades, and assisting with permitting. Stephanie is also involved with the Water Environment Associations on a national and state level, including serving as a past Waterpalooza chair at WEFTEC.

EDUCATION

Bachelors, Biological Engineering
Masters, Environmental Engineering

CERTIFICATIONS

Professional Engineer:
IL 062077589

PROFESSIONAL MEMBERSHIPS

Water Environment Federation,
Membership Community Chair

Central States Water Environment
Association Biosolids Committee,
Member

YEARS OF EXPERIENCE

6 years

“I’m excited to help DWC define a clear, procurement-ready BIM scope that aligns technical, operational, and stakeholder priorities.”

WORK EXPERIENCE

Charlotte Water, ICP Updates, NC | Deputy Project Manager

Stephanie updated HDR developed Integrated Contingency Plans to address site changes and follow through updates to figures and plan narrative for five wastewater treatment plants. The ICPs are a combination of NPDES Storm Water Pollution Prevention Plans and Spill Prevention, Control and Countermeasures plans.

Burlington Northern and Santa Fe Railway (BNSF) Industrial Wastewater Assessments, IL | Wastewater Engineer

Stephanie conducted field assessments of environmental management equipment, focusing on oil-water separator performance and compliance with BNSF Railway Industrial Design Guidelines.

Cub Creek WWTP Expansion Design, NC | Solids Design Lead

Stephanie designed a digested sludge pump station and dewatering

building from 30% design through 60% and 100% design phases. Provided engineering support during construction, including review and coordination of contractor submittals and responses to RFIs (Requests for Information), verifying compliance with project specifications and regulatory standards. Collaborated with design teams and contractors to resolve field issues efficiently, maintaining project timelines and quality.

Charlotte Water, Sugar Creek and Irwin Creek UV Disinfection System Improvement, NC | Wastewater Engineer

Stephanie designed temporary containment system for sodium hypochlorite dosing during construction of UV disinfection system improvements at the Sugar Creek Water Resource Recovery Facility and Irwin Creek Water Resource Recovery Facility. Provided submittal review and construction administration services.



Jess Adams-Weber, PE

PROJECT PRINCIPAL

Jess serves as a member of the leadership team for HDR’s North Central Region and is a Vice President at HDR. Her background includes regulatory compliance support, treatment process planning, operations and maintenance development, and coordination with state and local agencies. She leverages this technical and delivery experience to help clients and CMAR partners align scope, budget, strengthen risk management, and maintain transparent communication. She currently serves on the Board of Directors for the Water Collaborative Delivery Association previously the Water Design Build Council. In her role with the Association, she is also supporting the development of CMAR contract templates for utilities for use nationwide.

EDUCATION

Bachelors, Civil Engineering

CERTIFICATIONS

Professional Engineer:

MO 2015003986

CA C82611

KS PE24239

YEARS OF EXPERIENCE

17 years

“I’m looking forward to supporting a solution that is grounded in real operational needs and regulatory context. My role is to make sure the process stays collaborative, transparent, and focused on delivering a practical, risk-informed outcome for DWC.”

WORK EXPERIENCE

Great Lakes Water Authority (GLWA), Linear System Integrity Program (LSIP) | Funding Advisor

As a funding advisor, Jess has supported GLWA’s LSIP, a six-year, system-wide initiative that includes development and implementation of a water management plan and evaluating, monitoring, performing targeted renewal for one of the largest municipal water transmission and sewer networks in the US. The plan includes a comprehensive risk model, implementation guidelines, business processes, KPIs, and dashboards to guide capital planning. HDR leads condition assessment planning and execution, renewal activities and emergency response support, failed piped dissections, and forensic investigations.

City of Maryville Water Treatment Plant Improvements, MO | Project Principal

Jess provided leadership for a water treatment plant alternatives analysis to address worsening taste and odor (T&O) events at a

surface water facility. HDR provided a comprehensive evaluation of source water conditions and existing treatment processes, including a rapid condition assessment of the plant and raw water intake. Improvements included optimization of powdered activated carbon and implementation of granular activated carbon, supported by bench-scale testing, plus an innovative approach to convert an abandoned steel tank to a GAC adsorber to expedite delivery using CMAR. HDR also supported planning for a new greenfield water treatment plant.

De Soto Water Treatment Plant Upgrades, KS | Project Lead

Jess directed planning and design for expansion, managed stakeholder workshops to prioritize cost/constructability, evaluated lifecycle alternatives, and phased construction to limit outages and implemented I&C upgrades to improve process monitoring, supporting compliance and reliable performance under variable flows.



Anjali Jackson, CEng MICE



SENIOR TECHNICAL ADVISOR

Anjali is a chartered Civil Engineer and Senior Digital Consultant with extensive experience in Information Management and Digital Transformation across the built environment. As an ISO 19650-certified Information Management Practitioner, Anjali supports organizations in defining and delivering their digital strategies, aligning them with industry standards and best practices. Her background in site engineering and DfMA gives her a practical edge in simplifying complexity, coordinating multidisciplinary teams, and driving cultural change. With a strong consultancy mindset, she thrives on solving problems collaboratively, mentoring others, and delivering impactful, value-driven outcomes that help clients realize their digital ambitions.

EDUCATION

Masters, Civil Engineering

YEARS OF EXPERIENCE

18 years

CERTIFICATIONS

Chartered Member of the Institution of Civil Engineers (UK)

ISO 19650 Information Management Practitioner

“This project is an opportunity to translate complex digital and information management concepts into clear, actionable requirements that truly support long-term asset value for DWC. I’m passionate about helping your team in a way that matters.”

WORK EXPERIENCE

Hydropower Pumped Storage Project | Information & Technology Manager

This is a 10-year, multi-entity hydropower infrastructure program. Now in its second year, the project is governed by ISO 19650-compliant processes and a configured Common Data Environment (CDE). Anjali plays a key role in advising on advanced information management strategies, including the planned implementation of 4D BIM, digital twins, and integrated data workflows. She is actively helping the state utility client, who is early in their digital maturity journey, to define and structure their asset information requirements, laying the foundation for a future-ready digital twin. Her work focuses on aligning digital delivery with strategic outcomes, embedding best practices across design and construction teams, and enabling long-term value through structured, interoperable data.

HDR BES Digital Strategy | Digital Delivery Lead

Anjali supported the implementation of the Digital Strategy for EMEA in line with the 2022 HDR Strategic Plan. This involved consolidating resources and skills from across the group, implementing new processes aligned with ISO 19650 and the Building Safety Act (Golden Thread requirements) and driving consistency in delivery.

Equinix Information Management | Digital Consultant

Anjali engaged several key stakeholders across the EMEA region as part of the discovery phase. She developed a digital strategy roadmap that would enable Equinix to achieve their digital goals including: development of an EIR, OIR, AIR, BEP, e-learning portal, CDE roll out, workflow development, training and communications. This roadmap has assisted Equinix in moving from a position of very low digital maturity to having 70+ projects across EMEA collaborating digitally in a CDE.



Flo Ferreira, BSc (Hons)



DIGITAL DELIVERY SPECIALIST

Having gained experience over 15 years working in the Research & Development, Pharmaceutical, Food & Beverage, Manufacturing as well as the Infrastructure sectors, Floriano (Flo) is focused on supporting clients to drive, accelerate and leverage digital strategies across the life cycle of projects into operations and maintenance. He has extensive experience in implementing BIM standards and processes, leading teams to drive successful digital strategies which result in exceptional project outcomes and improved long-term asset performance. Floriano builds strong, lasting relationships with client teams that are based on collaboration, openness and trust.

EDUCATION

Bachelors, Architectural Technology

YEARS OF EXPERIENCE

21 years

WORK EXPERIENCE

Digital Director for HDR

As a Director, Flo is focused on process improvement, leveraging appropriate technologies for project delivery and driving standardization and consistency in approach. Floriano is leading the Digital Strategy for HDR's 2027 Strategic Plan to support the business position as trusted advisor and market leader. He has particular focus on implementing a technology strategy framework and driving the capture and analysis of Project Intelligence Data, leveraging skills and expertise from the global business in order to strengthen the business offering.

Tottenham Court Road Crossrail Station | Lead BIM Consultant

Flo was part of the BIM team delivering training and support to the whole project team, with key emphasis on quantification and scheduling, Health and Safety, 3D scanning and design change.

Ontario Line | Lead BIM Consultant

Flo acted as the Lead BIM consultant providing Technical Advice to our client. He led the Digital Team that was brought in to support the development of the CADD/BIM Standards. This started with the redevelopment of a BIM White Paper to define Metrolinx's digital vision for the Subway Program, as well as setting the ground rules that enable digital delivery. On the back of the White Paper, HDR collaborated with the MX Asset Lifecycle Management team to develop the following documentation aligned to ISO 19650 requirements: Organizational Information Requirements (OIR). Asset Information Requirements (AIR) Exchange Information Requirements (EIR). Nine Asset Class specific Data Dictionaries. BIM Execution Plan template (BEP). Master Information Delivery Plan Template (MIDP). Update existing MX CADD/BIM Standards. Update existing MX Asset Data and Information Standards.

“I'm excited to bring my experience in BIM standards

and digital strategy to help shape a framework that drives consistency, quality, and long-term usability for DWC. This is about setting the foundation for a digital asset that delivers value well beyond initial implementation.”



Rich Liggett



DIGITAL DELIVERY SPECIALIST

Rich serves as the Central Region Digital Delivery Lead, supporting the overarching vision and initiatives of the HDR's digital delivery team, specifically relating to digital design and production. He assists internal clients with implementing, planning, developing and maintaining BIM content; deploying design information management tool chains, such as Piping & Instrumentation Diagram, among others; and leading technology/workflow awareness outreach activities. He also continues to serve as BIM Section Manager for the Dakotas/Wyoming area and leads a team of BIM designers responsible for coordinating with project teams on BIM support needs. He is a specialist in Civil 3D, Infracore, Revit, BIM, Lumion and Virtual Reality.

EDUCATION

Associates, CADD

YEARS OF EXPERIENCE

25 years

REGISTRATIONS

OSHA 10-Hour Construction Safety, SD

WORK EXPERIENCE

Lewis & Clark Regional Water System, Mulberry Point Well Field High Capacity Horizontal Collector Wells at Sites A & D Planning and Design | BIM Modeler

Rich leveraged BIM to support multidisciplinary coordination and visualization for the design of high-capacity horizontal collector wells, pump house, and supporting infrastructure at Sites A and D. He developed and analyzed 3D design scenarios to optimize the orientation and layout of pumps, piping, surge tank, and structural components, enabling more informed decision-making for the owner and improved integration with structural design teams. He also integrated geohydrologic investigations into model-informed design solutions while contributing to process, mechanical, and electrical systems.

Brookings Municipal Utilities, Water Treatment Plant Design and Construction Administration | BIM Modeler

Rich assisted in the design and construction administration of a new Brookings Municipal Utilities (BMU) water treatment plant to replace the existing North Water Plant, while maintaining operations at the East Water Plant and incorporating source water from the North and East Well Fields. The project included design and oversight of new raw and treated water transmission mains, sanitary sewer improvements, and six municipal wells. Rich leveraged BIM and 3D modeling to adapt plant layouts and optimize spatial coordination across process, civil, and structural systems. He also utilized Virtual Reality (VR) walkthroughs with operations staff to identify and resolve design challenges related to equipment access, washdown operations, and maintenance workflows.

“Being able to help define realistic, deliverable BIM requirements that reflect real-world design and construction workflows is the core of what I find valuable in supporting this project for DWC.”



Troy Schmeling



DIGITAL DELIVERY SPECIALIST

Troy serves as the Water BIM Manager for water and wastewater projects. As BIM manager, he has experience in multi discipline design and development of construction documents. He has extensive knowledge in using multiple design software packages, and a proven ability to manage teams, oversee complex projects, and implement innovative technologies to enhance design and construction processes. Troy has driven substantial improvements in project turnaround and team skill levels by directing comprehensive Autodesk software training initiatives.

EDUCATION

Associates, Drafting

YEARS OF EXPERIENCE

23 years

WORK EXPERIENCE

Lewis and Clark Regional Water System, Mulberry Point Well Field High Capacity Horizontal Collector Wells at Sites A & D Planning and Design | BIM Modeler

Troy assisted in the development of the process design, and electrical and mechanical design for the new Site D large capacity collector well, pump house and related equipment and connecting lines. In addition, responsible for planning and investigating the geohydrology for the Site A and Site D horizontal collector well. This project included developing construction drawings and technical specifications for agency review prior to finalizing the contract documents for bidding.

Banner Associates Inc., High Service Pump Addition at Lewis and Clark WTP | BIM Modeler

Troy assisted in the design engineering services for the addition of two high service pumps at the existing Lewis and Clark Plant. The pumps will include two additional

1,250 Hp pumps, VFD's and associated piping and equipment will be installed in the existing building to upsize the CO2 System. In addition, this project will also include upsizing the existing CO2 system and SCADA equipment/software for this installation.

Lansing Board of Water and Light, Dye High Lift, High Service (DHL HS) Pump 4 Addition | BIM Modeler

HDR is providing detailed design services for the installation of a new 10 MGD high service pump, motor, and variable frequency drive (VFD) at the existing DHL Pump Station to improve operating redundancy and prepare for the future decommissioning of the Cedar Pumping Station (CPS). The project involves extended period simulation hydraulic modeling to analyze a variety of operating conditions, including pre- and post-decommissioning of the CPS.

“ I look forward to the opportunity to help define DWC’s vision, assess its existing data, and help develop an RFP that supports the creation of a connected system model aligned with DWC’s long-term operational goals – resulting in an end product that is both practical and accessible”

Qualifications & Experience of Firm

HDR Engineering, Inc. (HDR) was founded in 1917, and was initially a small firm providing engineering services to cities and towns throughout the Midwest. The company prospered largely because of its reputation for “work well done” and personal service to its clients. Our operating philosophy is to be an expertise-driven national firm that delivers tailored solutions through a strong local presence.


HDR leverages our local and regional presence and relationships with an exceptional depth of national resources and experts to address our clients’ most technical challenges. We draw specialized experts and project experiences from our U.S. and international footprint and staff of over 14,000 employee owners. We have had a presence in Illinois since 1975 and have grown our presence to 200+ professionals throughout the state including offices in Rosemont, downtown Chicago, and Springfield.

We have extensive experience performing services relevant to this RFP.

HDR’s experience spans the full spectrum of defining BIM and information management requirements and delivering against them in complex, real-world environments. **As demonstrated in the following projects, our team has developed standards, governance frameworks, and data structures, and then applied them within large-scale capital programs and utility systems where information must support ongoing operations, maintenance, and investment decisions.** This includes integrating condition assessment data, capturing institutional knowledge from operations staff, and aligning information requirements with how assets are actually managed in practice.


This combination of strategic definition and hands-on program delivery gives HDR a practical understanding of what works, and what does not, when implementing BIM and information management frameworks. As a result, we are able to develop procurement-ready requirements that are clear, proportionate, and grounded in operational reality. This reduces the risk of inconsistent bidder responses, gaps in scope, and deliverables that are difficult to validate or use. **For DWC, this means an RFP that not only meets industry standards, but establishes a durable foundation for capturing knowledge, supporting decision-making, and enabling long-term management of system assets.**

Founded in 1917, HDR has



14,000+
Employees Worldwide

220+
Offices Globally




200+ Area Professionals

3 Offices in Illinois

1975 Year Rosemont Office was founded

No. 4 ENR Midwest Top Design Firms, 2025



HDR Water Practice
2025 Year in Review

HDR Water Professionals



2,149
WATER STAFF



46
PRACTICE GROUPS

WORKED ON



4,184
PROJECTS

SUPPORTED BY



286
PROJECT MANAGERS





Client Reference:
Confidential Client

Dates: April 2025 - June 2025
(relevant scope only)

Change Order Percentage: for the overall project, due to client preference, the same Purchase Order has been used over several years, so HDR's additional scope of work is greater than the original scope of work due to progression of the project

Digital Integration for a Landmark Pumped Storage Project

Confidential Client, Large Power Provider | Southeast U.S.

HDR is supporting one of the largest power providers in the Southeast U.S. on development of a major pumped storage facility that would strengthen grid resilience through flexible, on-demand energy. Following feasibility studies and site selection, HDR is leading design for key elements of the scheme including the upper reservoir, roadways, bridges, and parts of the powerhouse. On this highly complex project with multiple designers, contractors and equipment providers, HDR's additional role as Project Integrator addresses significant interface risk. We are responsible for aligning project controls, digital delivery, and information management across all parties, enabling the client to operate as a coordinated and informed owner.

HDR established a data-centric delivery approach that brings together processes, tools, and governance to improve consistency across the program. This included implementation of a Common Data Environment, a unified Work Breakdown Structure, and standardized naming conventions and information exchange requirements. By defining what information is required, when it is needed, and how it is shared, the team reduced fragmentation and provided a consistent structure for all project deliverables.

HDR is the information gatekeeper – QA checking all incoming deliverables, performing clash detection and model federation, and model compliance checks – before routing this information to the right people for use. A key

focus is strengthening the link between digital delivery and project controls by aligning scope, schedule, cost, and risk within a single structure, supported by real-time reporting and visualization tools. This improved visibility of project performance and enabled more timely decision-making, while early definition of information and asset requirements made sure that outputs remain usable for construction, handover, and long-term operations.

This approach reduced silos between teams, improved consistency in outputs, and strengthened accountability for information production and validation. It also mitigated interface risks by establishing clear roles, responsibilities, and governance from the outset.

Relevance to DuPage Water Commission:

HDR's role as Project Integrator demonstrates our ability to define and implement clear information structures, governance frameworks, and delivery standards across complex, multi-stakeholder environments. By establishing what information is required, how it is structured, and how it is validated and shared, HDR enabled consistent, reliable outputs aligned with long-term operational needs. This experience directly aligns with DWC's need to define procurement-ready BIM requirements that reduce ambiguity, establish clear expectations for the market, and verify that resulting deliverables are practical, usable, and maintainable.

**Client Reference:**

Damien Forbes, P. Eng
 Senior Project Manager, Metrolinx
 130 Adelaide St. W., Ste 1500
 Toronto, Canada
 416.202.7047
 damien.forbes@metrolinx.com

Dates: February 2022 - July 2022
 (relevant scope only)

Change Order Percentage:
 confidential by client request*

Digital Delivery for the Ontario Line Subway Program

Metrolinx | Canada

HDR initially supported Metrolinx on the Ontario Line as the Technical Advisor and, later, in the more significant role of Engineer of Record. As part of the project, our role was to help Metrolinx set clear expectations for BIM and information delivery across a large, multi-package program.

Recognizing that Metrolinx needed support in articulating their digital goals, and to avoid BIM being treated as “just modeling,” HDR worked through a series of focused workshops to translate operational objectives into practical requirements and standards. We delivered:

- A refreshed BIM “white paper” to set the digital vision and the ground rules for delivery.
- ISO 19650-aligned information requirements, including OIR, AIR and EIR.
- Nine asset-class data dictionaries to define asset-specific information needs.
- Templates to support consistent delivery, including a BEP template and MIDP template.
- Updates to existing CADD/BIM standards and asset data/information standards.

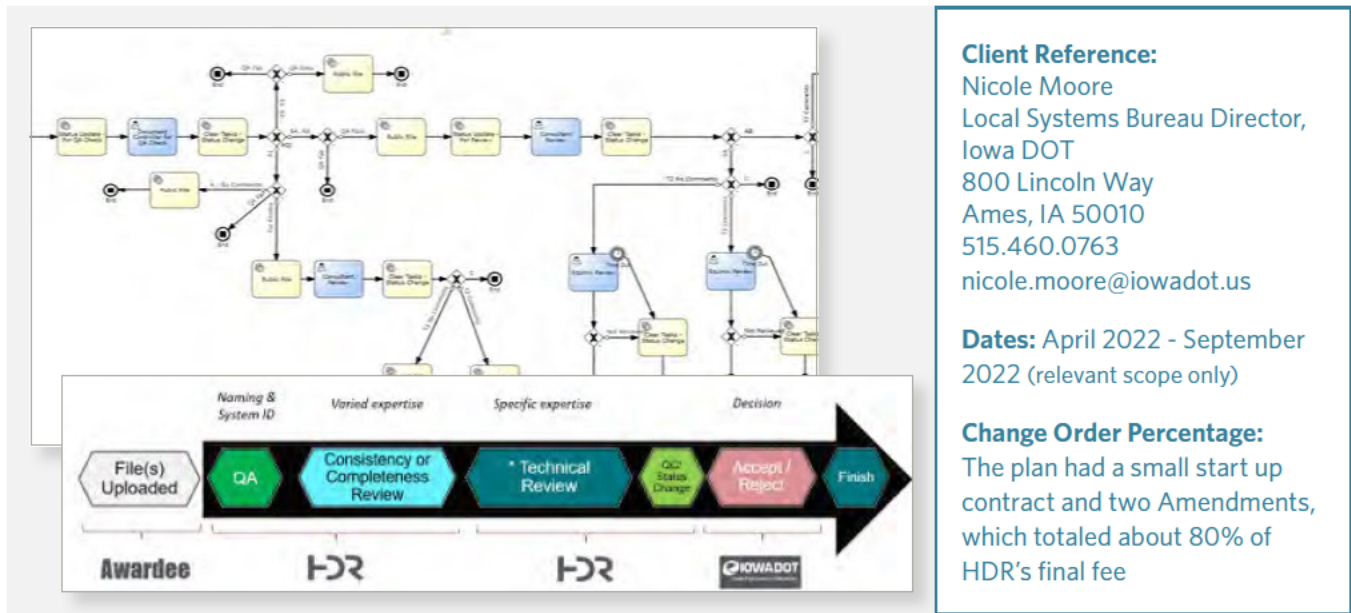
HDR also helped make the standards usable in day-to-day delivery. This included CDE-led workflows and model federation to improve access and review. For example, our team supported digital twin foundations through model federation and review, to make models more accessible and useful for project teams.

HDR also incorporated data acquisition / reality context into the wider digital approach through GIS and reality mesh / point cloud datasets to improve geospatial understanding and support model review in real-world context.

Relevance to DuPage Water Commission:

HDR’s work with Metrolinx demonstrates our ability to translate high-level digital ambitions into clear, structured, and implementable information requirements for large, multi-package programs. This work reduced confusion and inconsistency across packages and gave the supply chain clear requirements to follow and helped Metrolinx set strong expectations for asset information handover. It also created a solid foundation for longer-term digital twin capability through structured, consistent information.

* HDR was selected as Technical Advisor for the Ontario Line in 2019, initially planned as a single Design Build Finance Operate and Maintain public-private partnership. Due to limited market interest in a \$10B contract, HDR helped Metrolinx split the work into two civil contracts and one Rolling Stock and Systems Operate and Maintain contract, later adding Design Bid Build, Progressive Design Build, and early works contracts to maintain the 2031 service date. These changes significantly expanded HDR’s role, ultimately making HDR the Engineer of Record. While the contract value roughly doubled, the scope and deliverables increased far more, with HDR maintaining strong compliance and change management throughout.



Client Reference:
 Nicole Moore
 Local Systems Bureau Director,
 Iowa DOT
 800 Lincoln Way
 Ames, IA 50010
 515.460.0763
 nicole.moore@iowadot.us

Dates: April 2022 - September 2022 (relevant scope only)

Change Order Percentage:
 The plan had a small start up contract and two Amendments, which totaled about 80% of HDR's final fee

Data Management Strategy for Statewide Electric Vehicle Infrastructure Deployment Plan

Iowa Department of Transportation | Iowa

HDR has been providing continuous service to the Iowa Department of Transportation for more than 30 years in a multitude of service areas including strategic communications, planning, design (roadway, traffic, bridge, among others), Intelligent Transportation Systems (ITS), fiber communications, and most recently for the development of Iowa's Statewide Electric Vehicle (EV) Infrastructure Deployment Plan. With rising demand for zero-emission cars, buses, and trucks, Iowa DOT and HDR worked together to help develop and implement the plan as a requirement to receive funding from the National Electric Vehicle Infrastructure program, part of the IIJA.

Development was conducted in accordance with the requirements of the NEVI Formula Program Guidance, a partnership with the Department of Energy's Clean Fuels Program and the Department of Transportation/FHWA. HDR's support included gap assessment in NEVI-compliant charging stations, stakeholder and public engagement, plan development, and development of a robust data management strategy.

With the growth of Iowa's rapidly expanding EV charging network, it was imperative to develop a data management strategy that not only structured project data in a way that it is traceable but also such that data flows and is accessible to the right people to expedite approval processes.

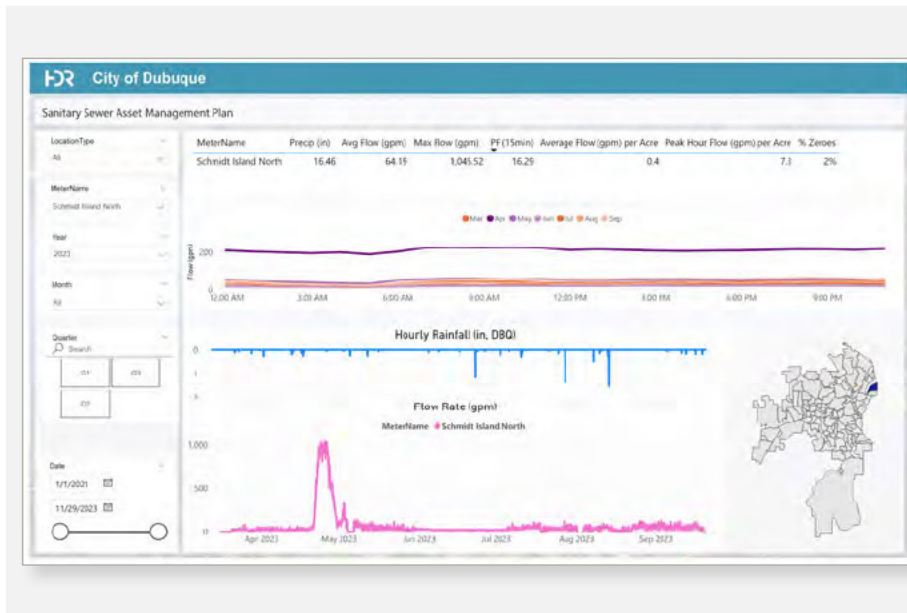
The complexity of the workflows between the various stakeholders meant that HDR had to develop a set of bespoke workflows with automation triggers within the chosen EDMS. This enabled data to be uploaded into the system and navigate efficiently. Challenges included:

- Naming standard for all files
- Flexible approval user groups
- Specific workflows triggered by different stakeholders
- QA checking files uploaded into the system
- Training of users to verify consistency

Following the engagement of the HDR team, a system was developed to suits the program's need, with the ability to be scaled up to accommodate future growth.

Relevance to DuPage Water Commission:

This project demonstrates HDR's ability to define and implement structured data management frameworks that support complex, multi-stakeholder programs. By establishing standardized naming conventions, workflows, QA processes, and user training, HDR verified information was consistently captured, validated, and accessible across the program lifecycle. Our thorough understanding of best practices and successful development outcomes will inform clearly defined RFP requirements that meet DWC's needs.

**Client Reference:**

Maxwell O'Brien
 City of Dubuque
 50 West 13th St.
 Dubuque, IA 52001
 563.690.6034
 mobrien@cityofdubuque.org

Dates: December 2025 -
 Ongoing (relevant scope only)

Change Order Percentage: 0%

Condition Assessment, including Staff Knowledge Capture, for Sanitary Sewer Asset Management Plan

City of Dubuque | Dubuque, Iowa

In 2023, HDR was selected to support the City of Dubuque with development of a phased, multi-year Sanitary Sewer Asset Management Plan. The vision for the SSAMP included a comprehensive evaluation of all components of the sanitary sewer system, including the gravity collection system, lift stations, force mains, and the Water Resource and Recovery Center.

Task Order 8 focused on assessing and documenting the condition of 21 sanitary sewer lift station assets. HDR performed these assessments using a "system-level" approach, in which groups of assets that collectively perform a specific function within each lift station were evaluated as integrated systems. This methodology considered physical condition, system performance, and consequence of failure, providing a comprehensive understanding of how lift station components function together to meet operational expectations. The condition assessment developed a planning-level forecast of anticipated asset renewals, system modifications, and capital improvement projects.

HDR's assessment of lift station condition, performance, and reliability was grounded in a combination of field observations and coordination with City staff.

Performance and reliability were evaluated through interviews with staff to understand how each lift station functioned under typical and peak conditions,

historical performance, maintenance history, and known operational challenges. Capturing institutional knowledge was critical to the assessment process.

The findings from background data review, stakeholder workshops, field inspections, and condition assessments were analyzed to identify repair, renewal, and capital improvement projects for inclusion in the City's Capital Improvements Plan (CIP). Key deliverables included lift station condition summaries, system-level evaluations, and supporting documentation for future CIP development. This system-based framework aligned the City's performance goals with actual system performance and provided actionable data to support maintenance planning, capital prioritization, and asset renewal strategies.

Relevance to DuPage Water Commission:

HDR's work on Task Order 8 demonstrates the importance of capturing institutional knowledge not documented in drawings, asset records, or standard utility data systems. By integrating structured interviews with operations staff, HDR incorporated real-world insights on system performance, failure history, and operational constraints. This aligns directly with DWC's need to define BIM requirements that go beyond static data to incorporate operational context, supporting development of an RFP that clearly defines how knowledge is captured, structured, and ultimately used to support long-term system management.



Client Reference:

Jody Caldwell, Chief
Planning Officer, Great Lakes
Water Authority
735 Randolph, Suite 1900
Detroit, MI 48226
jody.caldwell@glwater.org
313.410.2486

Dates: November 2021 - ongoing

Change Order Percentage: 0%

Linear Asset Program Management and Condition Assessment for Linear System Integrity Program

Great Lakes Water Authority (GLWA) | Detroit, MI

GLWA operates one of the largest municipal utility systems in the United States, serving nearly 40 percent of Michigan’s population across multiple counties. GLWA partnered with HDR beginning in 2021 to initiate and manage the Linear System Integrity Program (LSIP), a comprehensive asset management program focused on 800+ miles of large-diameter water transmission mains.

HDR serves as program manager for this six-year initiative, leading development and implementation of a structured, risk-informed framework that integrates condition assessment, hydraulic modeling, and renewal planning. HDR developed a dynamic risk model for GLWA’s transmission system, incorporating hydraulic criticality, enterprise GIS integration, and contractual service requirements to quantify customer impacts from potential failures. As the program evolved, HDR expanded the model from a consequence-of-failure framework to include likelihood-of-failure considerations to provide a defensible, data-driven basis for prioritizing capital investments and improving system reliability.

The LSIP **integrates extensive stakeholder engagement and governance processes, including coordination with GLWA operations staff, regional downstream partners, and executive leadership.** HDR supports planning and

execution of field condition assessments using a range of methodologies, including corrosion evaluations, high-speed transient pressure monitoring, in-line acoustic inspection, and advanced electromagnetic and ultrasonic testing. These efforts are supported by performance dashboards to support a comprehensive, data-driven approach to system integrity management. As part of LSIP implementation, HDR has also delivered detailed condition assessments for critical transmission assets. These assessments generate high-resolution condition datasets and inform targeted renewal strategies, enabling GLWA to proactively manage risk and extend asset life.

Relevance to DuPage Water Commission:

HDR’s experience with the LSIP demonstrate our ability to translate complex infrastructure systems, operational priorities, and diverse data inputs into a structured, programmatic framework that supports consistent, defensible decision-making across a large regional utility. This experience directly aligns with DWC’s need to define clear, outcome-based requirements for BIM development, including how information is structured, validated, and used to support operations and long-term asset management.

Digital Advisory Services

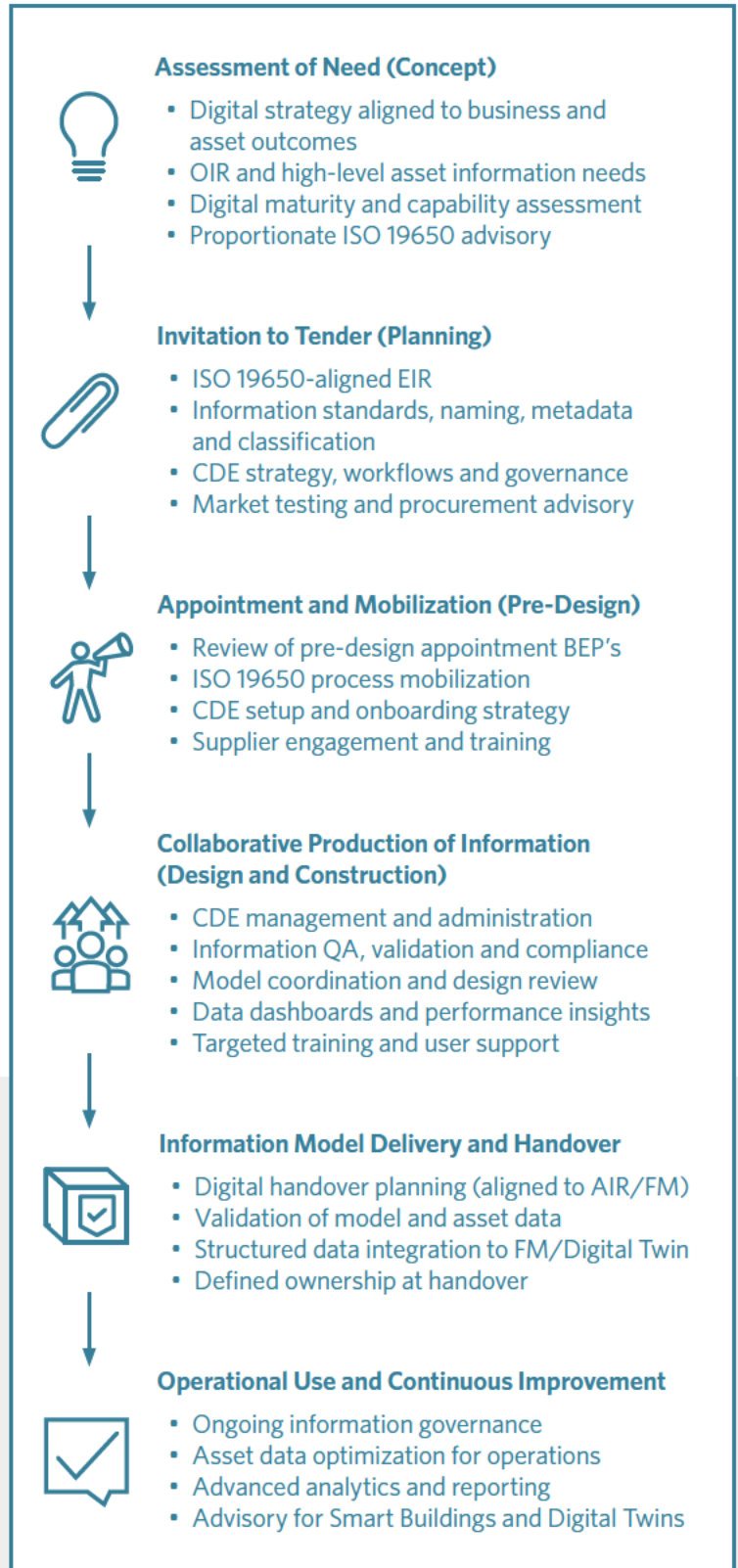
HDR provides end-to-end digital advisory and information management aligned with ISO 19650, supporting clients from early strategy through delivery, handover, and operations. We do not simply define information requirements – we see that they are purposeful, proportionate, and anchored in how assets will actually be used.

As a trusted advisor, HDR leads clients to define what information is genuinely required, why it is needed, and who will use it across the asset lifecycle. We challenge “catch-all” data approaches that create noise without value, instead establishing targeted, outcome-driven requirements that support real operational decisions.

By translating complex operational and technical needs into clear, structured and actionable requirements, we empower our clients with the insight and confidence to make informed decisions, manage their assets more effectively, and realize long-term value from their information.

HDR Key Differentiators:

- ISO 19650 specialists with proven experience at project, program and enterprise scale
- Technology agnostic advisory approach — focused on outcomes, not software
- Strong emphasis on proportionality, adoption and value, not compliance for compliance’s sake
- Integrated access to HDR’s global digital, data analytics and smart buildings expertise
- Demonstrated success in improving information quality, consistency and supply chain performance



Fees

COST STATEMENT IDENTIFYING HOURLY RATES & EXPENSES					
STAFF MEMBER	PROJECT ROLE	HOURLY BILLING RATE	EST. ANTICIPATED SCOPE HOURS	EST. ADDTNL. OPTIONAL SERVICES	SALARY COST MULTIPLIER
Jess Adams-Weber	Project Principal	\$403.31	1	-	3.24
Stephanie Schramm	Project Manager	\$177.44	18	-	3.24
Anjuli Jackson	Senior Technical Advisor	\$263.40	53	36	3.24
Flo Ferreira	Digital Delivery Specialist, QA/QC	\$356.09	3	-	3.24
Troy Schmeling	Digital Delivery Specialist	\$202.41	24	-	3.24
Rich Liggett	Digital Delivery Specialist	\$211.09	-	10	3.24
-	Project Coordinator	\$113.35	3	-	3.24
-	Project Accountant	\$102.57	3	-	3.24

FEE STRUCTURE	
TASK NAME	NOT-TO-EXCEED COST
Task 1 - Coordination and Meetings	\$8,270.00
Task 2 - Existing Facility and Site Information	\$3,935.00
Task 3 - Evaluation	\$8,296.00
Task 4 - Draft RFP	\$2,488.00
Task 5 - Final RFP	\$1,171.00
Total Estimated Fee:	\$24,160.00

ADDITIONAL OPTIONAL SERVICES	
TASK NAME	NOT-TO-EXCEED COST
Digital Roadmap	\$1,459.00
Level of Information Need	\$5,025.00
BIM & IM Standards and Procedures	\$5,025.00
Total Estimated Fee:	\$11,509.00



hdrinc.com

We practice increased use of sustainable materials and reduction of material use.



Resolution #: R-52-26

Account: 01-60-771000

Approvals: *Author / Manager / Finance / Admin*

MW RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 6/1/2026

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

Agenda Section: Engineering & Construction

Originating Department: Operations & Instrumentation

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

Each of the nine identical cone valves has been operating since 1990 and are due for refurbishment. Previously, under R-2-24, R-68-25, R-90-25, and R-23-26 the Board authorized four of nine programmed cone valve refurbishments. Staff are now seeking authorization, under R-52-27, the fifth of nine such cone valve refurbishments at an estimated expense of \$150,000. This expense is included in the approved FY-27/28 Management Budget

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

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

Recommended Motion: To approve Resolution No. R-52-26

DuPAGE WATER COMMISSION

RESOLUTION NO. R-52-26

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

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

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

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

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

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

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

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

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

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

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

ADOPTED THIS _____ DAY OF _____, 2026.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk
Board/Resolutions/2026/R-52-26docx



Date: March 5, 2026

To: DuPage Water Commission

Reference: Sole Source Letter

To whom it may concern,

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

Contact Information:

American Cone Valve, Inc.

Justin Ross


5166 Commerce Drive

York, PA 17408

(717)792-3492 Ext.101

(717)515-2984 (cell)

Sincerely


Justin Ross

President

American Cone Valve, Inc.

A/C Service and Repair, Inc.

QUOTATION

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

Company: DuPage Water Commission

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

Attention: Mike Weed

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

Delivery Date: TBD

Ship Via: _____

For A/C Shop Order: _____

	other
	shipping included
Total	\$139,550.00

Prepared by: Justin Ross justinross@acservicerepair.com



Resolution #: R-54-26

Account: 01-60-663200

Approvals: *Author / Manager / Finance / Admin*

AS JML CAP PDM

REQUEST FOR BOARD ACTION

Date: 6/11/2026

Description: **Award of a Contract for Geotechnical Investigative Services at Select Remote Sites to Geocon Professional Services, LLC**

Agenda Section: Engineering & Construction

Originating Department: Engineering

The Commission employs a cathodic protection system across several pipelines within the distribution network. Currently, two projects are designed to replace expired anodes at 12 locations along the TOB E-87 and TS-3/88 transmission mains. The proposed design calls for the installation of one 100-foot-long horizontal linear anode at a depth of 65 feet at each location. The linear anode will not function as intended if installed within bedrock or other granular material.

As such, proposals were solicited from 11 geotechnical firms to perform one soil boring at each location to a depth of 70 feet to determine the constructability of the designed projects. One proposal was received from Geocon Professional Services, LLC (Geocon) in the amount of \$96,000 which includes 12 soil borings and one geotechnical report as shown in the table below:

Item No.	Description	Unit	Quantity	Unit Cost	Subtotal Cost
1	SOIL BORING, 70 FEET	EA	12	\$7,500.00	\$90,000.00
2	GEOTECHNICAL REPORT	L SUM	1	\$6,000.00	\$6,000.00

Other prospective vendors indicated that they did not submit due to the depth of the boring and full current workloads. Geocon performed the soiling borings on the WaterLink Project and Commission Staff compared this proposal to the costs associated with the WaterLink Project and found them to be comparable. Staff are analyzing each of the 12 locations to see where locations can be removed to reduce costs. As such, Resolution R-54-26 seeks to approve a contract with Geocon in the not to exceed amount of \$96,000, with the intention of scaling back the number of sites investigated, to perform geotechnical investigative services at only as many of the 12 remote sites as are necessary to determine the feasibility of construction.

Recommended Motion:

To adopt Resolution R-54-26.

DUPAGE WATER COMMISSION

RESOLUTION NO. R-54-26

A RESOLUTION AWARDING A CONTRACT FOR
GEOTECHNICAL INVESTIGATION AT SELECT REMOTE SITES TO
GEOCON PROFESSIONAL SERVICES, LLC

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, pursuant to Article VIII, Section 5 of the Commission's By-Laws, the DuPage Water Commission (the "Commission") invited proposals for Geotechnical Investigation at Select Remote Sites; and

WHEREAS, proposals for Geotechnical Investigation at Select Remote Sites were received on May 29, 2026; and

WHEREAS, the Commission has reviewed the proposal received and determined that the proposal of Geocon Professional Services, LLC was the most favorable to the interests of the Commission; and

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

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

SECTION TWO: The Board of Commissioners of the DuPage Water Commission hereby approves the Contract for Geotechnical Investigation at Select Remote Sites in the amount of \$96,000.00, attached hereto as Exhibit A, conditioned upon the receipt of all contractually required documentation, and authorizes the Chairman to execute the agreement on behalf of the DuPage Water Commission and to take whatever steps necessary to effectuate the terms of said agreement.

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

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

ADOPTED THIS _____ DAY OF _____, 2026.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk

Board/Resolutions/2026/R-54-26.docx

EXHIBIT A

DuPAGE WATER COMMISSION

CONTRACT/PROPOSAL FOR

GEOTECHNICAL INVESTIGATION AT SELECT REMOTE SITES

Full Name of Proposer Geocon Professional Services, LLC ("Proposer")
Principal Office Address 22774 Citation Road, Unit A, Frankfort, IL 60423
Local Office Address 22774 Citation Road, Unit A, Frankfort, IL 60423
Contact Person Brandon Filafusi Telephone Number 815-523-7931
E-Mail Address brandon.filafusi@geoconcompanies.com

TO: DuPage Water Commission ("The Commission")
600 East Butterfield Road
Elmhurst, Illinois 60126-4642
Attention: Ashley Spain, Project Engineer

Proposer warrants and represents that Proposer has carefully examined the Work Site described in this RFP and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. NONE [if none, write "NONE"], which are securely stapled to the end of this Contract/Proposal.

1. **Work Proposal**

- A. **Contract and Work.** If this Contract/Proposal is accepted, Proposer proposes, and agrees, that Proposer shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract/Proposal and the Commission's written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the "Work":
1. **Labor, Equipment, Materials and Supplies.** Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the provision of geotechnical investigative services at the 12 separate and distinct sites that collectively comprise the "Work Site" described in the specifications attached hereto and by this reference made a part of this Contract/Proposal;
 2. **Prevailing Wage.** In accordance with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq., Contractor shall pay not less than the prevailing rate of wages for similar work in

the locality in which the Work is to be performed as determined by the Illinois Department of Labor and as amended by any subsequent determinations issued by the Illinois Department of Labor.

3. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
 4. Insurance. Procure and maintain all insurance and furnish all insurance certificates specified in this Contract/Proposal;
 5. Taxes. Pay all applicable federal, state, and local taxes;
 6. Miscellaneous. Do all other things required of Proposer by this Contract/Proposal; and
 7. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, in full compliance with, and as required by or pursuant, to this Contract/Proposal, and with the greatest economy, efficiency, and expedition consistent therewith.
- A. Performance Standards. If this Contract/Proposal is accepted, Proposer proposes, and agrees, that all Work shall be fully provided, performed, and completed in accordance with the specifications attached hereto and by this reference made a part of this Contract/Proposal.
 - B. Responsibility for Damage or Loss. If this Contract/Proposal is accepted, Proposer proposes, and agrees, that Proposer shall be responsible and liable for, and shall promptly and without charge to the Commission repair or replace, damage done to, and any loss or injury suffered by, the Commission, the Work, the Work Site, or other property or persons as a result of the Work.
 - C. Inspection/Testing/Rejection. Contractor shall provide the Commission every reasonable opportunity to ascertain that the Work is being performed in accordance with the requirements and intentions of this Contract. All Work done and materials furnished, if any, shall be subject to inspection and approval by the Commission. The inspection of such Work shall not relieve Proposer of any of its obligations pursuant to this Contract.
2. **Contract Price Proposal**

If this Contract/Proposal is accepted, Proposer proposes, and agrees, that Proposer shall take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below.

A. Schedule Of Prices

1. UNIT PRICE TABLE For providing, performing, and completing all Work, the sum of the products resulting from multiplying the actual number of acceptable units of Unit Price Items listed in the Schedule of Prices attached hereto and by this reference incorporated herein and made a part hereof as the Bid Form to this Contract/Proposal that are incorporated into the Work by the Unit Price set forth for such Unit Price Item in the Schedule of Prices attached hereto as the Bid Form to this Contract/Proposal.

B. Time Of Payment

It is expressly understood and agreed that all payments shall be made in accordance with the following schedule:

1. Payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place in full compliance with this Contract/Proposal.
2. Payments shall be made no more frequently than monthly and shall be made within forty-five (45) days following receipt of an invoice therefor, provided the invoice is received on or before the first of the month and is accompanied by all required supporting paperwork.
3. All payments may be subject to deduction or setoff by reason of any failure of Proposer to perform under this Contract/Proposal. Each payment shall include Proposer's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and Proposer's certification that all prior payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

3. Financial Assurance

- A. Insurance. If this Contract/Proposal is accepted, Proposer proposes, and agrees, that Proposer shall provide certificates of insurance evidencing the minimum insurance coverages and limits set forth below within 10 days following the Commission's acceptance of this Contract/Proposal. Such insurance shall be in form, and from companies, acceptable to the Commission and shall name the Commission, including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives, as an Additional Insured. The insurance coverages and limits set forth below shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on Proposer's duty to carry adequate insurance or on Proposer's liability for losses or damages under this Contract/Proposal. The minimum insurance coverages and limits that shall be maintained at all times while providing, performing, or completing the Work are as follows:

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory
Employer's Liability: \$500,000 ea. accident-injury
\$500,000 ea. employee-disease
\$500,000 disease-policy

Such insurance shall evidence that coverage applies to the State of Illinois and provide a waiver of subrogation in favor of the Commission.

2. Commercial Motor Vehicle Liability

Limits for vehicles owned, non-owned or rented shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit

3. Commercial General Liability

Limits shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit.

Coverage is to be written on an "occurrence" basis. Coverage to include:

- Premises Operations
- Products/Completed Operations
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- "X," "C," and "U"
- Contractual Liability

Contractual Liability coverage shall specifically include the indemnification set forth below.

4. Umbrella Liability

Limits shall not be less than:

\$2,000,000 Bodily Injury and Property Damage Combined Single Limit.

This Coverage shall apply in excess of the limits stated in 1, 2, and 3 above.

- B. Indemnification. If this Contract/Proposal is accepted, Proposer proposes, and agrees, that Proposer shall indemnify, save harmless, and defend the Commission against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with Proposer's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 5 of this Contract/Proposal.
- C. Penalties. If this Contract/Proposal is accepted, Proposer proposes, and agrees, that Proposer shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Proposer's performance of, or failure to perform, the Work or any part thereof.

4. Firm Proposal

All prices and other terms stated in this Contract/Proposal are firm and shall not be subject to withdrawal, escalation, or change provided the Commission accepts this Contract/Proposal within 90 days after the submittal deadline.

5. Proposer's Representations and Warranties

In order to induce the Commission to accept this Contract/Proposal, Proposer hereby represents and warrants as follows:

- A. Work. The Work, and all of its components, shall be of merchantable quality; shall be free from any latent or patent defects and flaws in workmanship, materials, and design; shall strictly conform to the requirements of this Contract/Proposal, including, without limitation, the performance standards set forth in Section 1B of this Contract/Proposal; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract/Proposal and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto the Commission. Proposer shall, promptly and without charge, correct any failure to fulfill the above warranty at any time within one year after final payment or such longer period as may be prescribed by law. The above warranty shall be extended automatically to cover all replacement plantings provided under such warranty and Proposer's obligation to correct Work shall be extended for a period of one year from the date of such replacement.
- B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Proposer agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation any prevailing wage laws; any statutes requiring preference to laborers of specified classes; the Illinois Steel

Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work.

- C. Not Barred. Proposer is not barred by law from contracting with the Commission or with any other unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001. Proposer is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and Proposer is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.
- D. Qualified. Proposer has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Proposer to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price Proposal set forth above.

6. Acknowledgements

In submitting this Contract/Proposal, Proposer acknowledges and agrees that:

- A. Reliance. The Commission is relying on all warranties, representations, and statements made by Proposer in this Contract/Proposal.
- B. Reservation of Rights. The Commission reserves the right to reject any and all Proposals, reserves the right to reject the low price Proposal, and reserves such other rights as are set forth in the Instructions to Proposers.
- C. Acceptance. If this Contract/Proposal is accepted, Proposer shall be bound by each and every term, condition, or provision contained in this Contract/Proposal and in the Commission's written notification of acceptance in the form included in this bound set of documents.
- D. Termination. If this Contract/Proposal is accepted, Proposer proposes, and agrees, that the Commission may, at any time, suspend or terminate this Contract/Proposal, in whole or in part, by written notice. Upon suspension or termination for convenience of the

Commission, the Commission shall reimburse Proposer for expenses (which shall not include lost profits) resulting directly from any such termination or suspension, which amount shall in no event exceed the applicable pro rata portion of the Contract Price. Proposer shall not be paid for any work done after receiving notice of such suspension or termination for convenience nor for any expenses incurred that could have been reasonably avoided. Any and all services, property, publications, or materials provided during or resulting from this Contract/Proposal shall become the property of the Commission. The foregoing states the Commission's entire liability and Proposer's exclusive remedy for any termination or suspension of all or any part of this Contract/Proposal for convenience of the Commission. If, however, termination is occasioned by Proposer's breach of any condition hereof, including breach of warranty, or by the Proposer's delay, except due to circumstances beyond Proposer's control and without Proposer's fault or negligence, Proposer shall not be entitled to any claim or costs or to any profit and the Commission shall have against Proposer all remedies provided by this Contract/Proposal and by law and in equity. Any termination for an alleged breach by Proposer that is ultimately held unjustified shall be deemed a termination or suspension for the convenience of the Commission.

- E. Remedies. Each of the rights and remedies reserved to the Commission in this Contract/Proposal shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract/Proposal.
- F. Time. Time is of the essence of this Contract/Proposal and, except where stated otherwise, references in this Contract/Proposal to days shall be construed to refer to calendar days.
- G. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by the Commission, whether before or after the Commission's acceptance of this Contract/Proposal; nor any information or data supplied by the Commission, whether before or after the Commission's acceptance of this Contract/Proposal; nor any order by the Commission for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by the Commission; nor any extension of time granted by the Commission; nor any delay by the Commission in exercising any right under this Contract/Proposal; nor any other act or omission of the Commission shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Proposer; or of any requirement or provision of this Contract/Proposal; or of any remedy, power, or right of the Commission.
- H. Severability. The provisions of this Contract/ Proposal shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract/Proposal shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such

provision, nor the validity of any other provisions of this Contract/Proposal shall be in any way affected thereby.

- I. Amendments. No modification, addition, deletion, revision, alteration, or other change to this Contract/Proposal shall be effective unless and until such change is reduced to writing and executed and delivered by the Commission and Proposer; provided, however, that the Commission shall have the right, by written order executed by the Commission, to make changes in the Work ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Work, an equitable adjustment in the Contract Price may be made. No decrease in the amount of the Work caused by any Change Order shall entitle Proposer to make any claim for damages, anticipated profits, or other compensation.
- J. Assignment. Neither this Contract/Proposal, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Proposer except upon the prior written consent of the Commission.
- K. Governing Law. This Contract/Proposal, and the rights of the parties under this Contract/Proposal shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois. Every provision of law required by law to be inserted into this Contract/Proposal shall be deemed to be inserted herein.

DATED this 28th day of May, 2026.

Proposer's Status: Corporation _____ Partnership LLC Individual Proprietor
(state) (state)

Proposer's Name: Geocon Professional Services, LLC

Doing Business As (if different): _____

Signature of Proposer or Authorized Agent: 
(corporate seal)

Printed Name: Brandon Filausi

Title/Position: Project Engineer

Proposer's Business Address: 22774 Citation Rd, Unit A, Frankfort, IL 60423

Proposer's Business Telephone: 815-523-7931

If a Corporation or Partnership, list all Officers or Partners:

NAME	TITLE	ADDRESS
<u>Jonathan Zabrocki</u>	<u>President</u>	<u>22774 Citation Rd, unit A Frankfort, IL 60423</u>
<u>Nick Lococo</u>	<u>Vice President, Director of Operations</u>	<u>(same)</u>
<u>Brian Place</u>	<u>Engineer, PE</u>	<u>(same)</u>
<u>Joe Abu-Bakr</u>	<u>Engineer, PE</u>	<u>(same)</u>

SPECIFICATIONS

ANTICIPATED SCOPE OF SERVICES

(The Commission and selected Contractor may negotiate the final scope of services).

The Commission will provide the following information to qualified Proposers for this Work:

- A. Preliminary project plans for TOB-08/25 and TS-09/25
- B. As-Built pipeline plans for each site, upon request

Task 1 – Review

- A. Contractor to review as-built pipeline plans and current preliminary project plans to determine the optimal location of one soil boring at each location within the proposed project limits
- B. Contractor shall obtain all required permits and permission from the Authority's Having Jurisdiction (AHJ). Any costs associated with this effort shall be considered incidental.

Task 2 – Soil Boring

- A. Prior to the start of any subsurface work, the Contractor shall contact the Commission and all utility companies, via the One-Call System, for information regarding buried utilities and structures and shall take all reasonable precautions to prevent damage to property both visible and concealed
- B. Contractor shall provide traffic control, as necessary, for all traffic, vehicular and pedestrian, in accordance with the appropriate AHJ
- C. Contractor shall mobilize to each site with the necessary drilling equipment to achieve a boring depth of 70 feet
- D. Contractor shall perform one bore at each location, within the project limits, in a method suitable to determine the soil profile to a depth of 70 feet. Additional coordination with the Commission may be required if site conditions do not allow for the soil boring to take place within the project limits.
- E. Contractor shall restore each borehole and any disturbed area caused by the Work to pre-construction conditions

Task 3 – Evaluation

The information the Contractor shall determine includes, but is not limited to:

- A. Soil composition of the bore to a depth of 70 feet
- B. Water table elevation

Task 4 – Contractor Deliverables

The Contractor shall provide a report, in PDF format, including, but not limited to:

- A. The approximate location of each boring shown on the preliminary project plans
- B. A chart illustrating the soil classification criteria and the terminology and symbols used on the boring logs

- C. Bore logs showing date of start and finish, description of soil, thickness of each layer, and groundwater elevation. Note the location of strata containing rock, gravel or other inconsistencies and the elevation of bedrock, if encountered.

SCHEDULE

The Commission anticipates approval of a Contract within 45 days. Following Contract approval by the Board of Commissioners, a Notice to Proceed will be sent and the Work shall be completed within 60 days of the Notice to Proceed, unless otherwise approved by the Commission.

ATTACHMENTS:

Preliminary project plans for TOB-08/25 and TS-09/25

BID FORM

Item No.	Description	Unit	Quantity	Unit Cost	Subtotal Cost
1	SOIL BORING, 70 FEET	EA	12	\$ 7,500.00	\$ 90,000.00
2	GEOTECHNICAL REPORT	L SUM	1	\$ 6,000.00	\$ 6,000.00

Total Cost for all Items Above: \$ 96,000.00

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. All prices stated in this Schedule of Prices are firm and shall not be subject to escalation or change;
2. The Commission is not subject to state or local sales, use, and excise taxes, that no such taxes are included in this Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released;
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in this Schedule of Prices;
4. The approximate quantities set forth in this Schedule of Prices for each Unit Price Item are the Commission's estimate only, that the Commission reserves the right to increase or decrease such quantities, that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place in full compliance with the Contract/Proposal, and that all claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, is hereby waived and released; and
5. Any items of Work not specifically listed or referred to in this Schedule of Prices, or not specifically included for payment under any Unit Price Item, shall be deemed incidental to the Contract Price, shall not be measured for payment, and shall not be paid for separately except as incidental to the Contract Price.

Signature of Proposer or Authorized Agent: _____

Printed Name: Brandon Filafusi

Title/Position: Project Engineer

ACCEPTANCE

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the DuPage Water Commission ("The Commission") this ____ day of _____, 2026.

This Acceptance, together with the Contract/Proposal attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefor and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract/Proposal. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by the Commission without further notice of objection and shall be of no effect nor in any circumstances binding upon the Commission unless accepted by the Commission in a written document plainly labeled "Amendment to Contract/Proposal." Acceptance or rejection by the Commission of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

DUPAGE WATER COMMISSION



Resolution #: R-55-26

Account: 01-80-852010

Approvals: *Author / Manager / Finance / Admin*

AS JML CAP PDM

REQUEST FOR BOARD ACTION

Date: 6/11/2026

Description: **Award of a Contract for the Construction of the West Transmission Main Along ComEd R.O.W. From Orchard Road to Codorus Road (Contract TW-6/25 Section 3C)**

Agenda Section: Engineering & Construction

Originating Department: Engineering

WaterLink design efforts continue to progress with the goal of having all bids for each of the eleven pipeline construction packages, along with another for the construction of the meter stations, advertised by the end of Q1 2026.

The first eight construction packages, TW-6/25 Sections 1, 2A, 2B, 2C, 3A and 3B and FW-1/25 Sections 1 and 2, were bid with contracts awarded by the Board in late 2025 and early 2026. The final segment of 54" pipeline through the ComEd corridor was advertised in early 2026 with a bid opening in early May.

TW-6/25 Section 3C consists of approximately 2.7 miles of 54" pipeline in Oswego, Montgomery, Kendall County, Oswego Township, and Bristol Township, from the end of Section 3B to a point just west of Orchard Road. The bid opening was held on May 6th, with one bid received due to the complexity of this section and crossing of the Fox River. While this bid did come in over the Engineers Estimate, Staff reviewed bid prices of previous contracts and found that the unit prices are generally comparable to previous bids with some cost escalations likely due to the complexity associated with the Fox River crossing and area soil conditions. The bidder and their bid can be seen in the table below:

BID ALTERNATES	Alternate A (54-inch Steel) Total Bid Price	Alternate B (54-inch PCCP) Total Bid Price
D. Construction, Inc. & Benchmark Construction Co., Inc.	\$52,488,000.00	\$52,594,496.00

Based on the results of the bid opening, installation of 54-inch PCCP has been identified as the desirable alternative, with the Joint Venture of Benchmark Construction Co., and D. Construction, Inc. (Joint Venture) identified as the responsible bidder for TW-6/25 Section 3C with a submitted bid of

\$52,594,496.00. Staff has confirmed that the Joint Venture has sufficient capacity to take on this additional segment and has discussed with the WaterLink Village Managers that awarding this contract is in the best interest of the overall project.

Resolution R-55-26 would approve a contract with the Joint Venture for the construction of the TW-6/25 Section 3C Project in the amount of \$52,594,496.00.

This Joint Venture has previously been awarded the WaterLink contracts for TW-6/25 Sections 1 (currently under construction), 3A, 3B and FW-1/25 Section 2.

Recommended Motion:

To adopt Resolution R-55-26.

DUPAGE WATER COMMISSION

RESOLUTION NO. R-55-26

A RESOLUTION AWARDING A CONTRACT FOR THE CONSTRUCTION OF
THE TW-6/25 SECTION 3C CONTRACT

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

WHEREAS, the Village of Montgomery (“Montgomery”), the Village of Oswego (“Oswego”) and the United City of Yorkville (“Yorkville”) (Oswego, Montgomery and Yorkville are collectively referred to herein as the “Municipalities”) desire to supply Lake Michigan water to their residents by connecting to the Commission’s waterworks system;

WHEREAS, the Commission and the Municipalities previously entered into intergovernmental agreements related to the funding of the required connection facilities; and

WHEREAS, pursuant to Article VIII, Section 5 of the Commission’s By-Laws, the DuPage Water Commission (the “Commission”) invited proposals for the Construction of the TW-6/25 Section 3C Contract; and

WHEREAS, bids for Contract TW-6/25 Section 3C were received on May 6, 2026; and

WHEREAS, the Commission has reviewed the proposals received and determined that the proposal of the Joint Venture of Benchmark Construction Co., Inc. and D. Construction, Inc. (Joint Venture) was the most favorable to the interests of the Commission; and

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

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

SECTION TWO: The Board of Commissioners of the DuPage Water Commission hereby approves the Contract for the Construction of the TW-6/25 Section 3C Project in the amount of \$52,594,496.00, attached hereto as Exhibit A, conditioned upon the receipt of all contractually required documentation, and authorizes the Chairman to execute the agreement on behalf of the DuPage Water Commission and to take whatever steps necessary to effectuate the terms of said agreement.

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

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

ADOPTED THIS _____ DAY OF _____, 2026.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk

Board/Resolutions/2026/R-55-26.docx

EXHIBIT A

DuPage Water Commission

Contract for the Construction of
West Feeder Main Along ComEd R.O.W.

From Orchard Road to Codorus Road

Contract TW-6/25 Section 3C



VOLUME I

CONTRACT DOCUMENTS

DuPAGE WATER COMMISSION
CONTRACT FOR THE CONSTRUCTION OF
CONTRACT TW-6/25 SECTION 3C

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9. Form of Labor and Material Payment Bond
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CONTRACT AGREEMENT BETWEEN
DuPAGE WATER COMMISSION
AND
D. CONSTRUCTION, INC. AND BENCHMARK
CONSTRUCTION CO., INC., A JOINT VENTURE
FOR THE CONSTRUCTION OF
CONTRACT TW-6/25 SECTION 3C

CONTRACT AGREEMENT BETWEEN
DUPAGE WATER COMMISSION
AND
D. CONSTRUCTION, INC. AND BENCHMARK
CONSTRUCTION CO., INC., A JOINT VENTURE
FOR THE CONSTRUCTION OF
CONTRACT TW-6/25 SECTION 3C

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CONTRACT AGREEMENT BETWEEN
DUPAGE WATER COMMISSION
AND
D. CONSTRUCTION, INC. AND BENCHMARK
CONSTRUCTION CO., INC., A JOINT VENTURE
FOR THE CONSTRUCTION OF
CONTRACT TW-6/25 SECTION 3C

THIS CONTRACT AGREEMENT, made as of this **21st** day of **May, 2026**, by and between the DuPage Water Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, a public corporation, and **D. Construction, Inc. and Benchmark Construction Co., Inc., a Joint Venture**,

WITNESSETH:

In consideration of the mutual promises contained in this Contract Agreement, it is agreed by and between Owner and Contractor as follows:

ARTICLE I
THE WORK

1.1 Performance of the Work

Contractor shall, at its sole cost and expense:

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete at the Work Site and in the manner described and specified in this Contract all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary for the design, if any, construction, and installation of the *Contract TW-6/25 Section 3C* improvements together with related attachments, equipment, and appurtenances thereto.

2. Permits. Unless otherwise stated in the Special Conditions of Contract, procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.

3. Bonds and Insurance. Procure and furnish all Bonds and all certificates and policies of insurance specified in this Contract.

4. Taxes. Pay all applicable federal, state, and local taxes.

5. Miscellaneous. Do all other things required of Contractor by this Contract.

CONTRACT AGREEMENT

6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent therewith.

1.2 Contract Documents

The Contract Documents consist of the following component parts, all of which are attached to this Contract Agreement and are, by this reference, made a part of this Contract Agreement as though fully set forth herein:

1. Contractor's Certification;
2. Schedule of Prices;
3. General Conditions of Contract;
4. Special Conditions of Contract;
5. Contract Drawings;
6. Specifications;
7. Form of Performance Bond;
8. Form of Labor and Material Payment Bond; and
9. Addenda Nos. **1 and 2**.

Engineer may, during construction, furnish to Contractor such additional Contract Drawings and Specifications or such other explanations as Engineer may consider necessary to illustrate or explain the Work in further detail. Contractor shall comply with the requirements of all such additional Contract Drawings and Specifications or other explanations, all of which shall be considered part of the Contract Documents and shall not be considered as indicating additional Work.

1.3 Interpretation of Contract Documents

A. Definitions. Whenever used in this Contract Agreement or in the Contract Documents:

1. General Definitions. Except for the terms specially defined in Paragraph 1.3A2 below, all capitalized terms shall have the meanings given to them in Article VII of the General Conditions of Contract.

2. Special Definitions. The following capitalized terms shall have the following meanings:

a. Contractor. The Person first identified above with whom Owner has executed this Contract Agreement and its duly authorized officers, employees, agents, and representatives.

b. Engineer. Burns & McDonnell Engineering Company Inc., Lockwood, Andrews and Newnam, Inc. (LAN), Robinson Engineering, Ltd. (REL), or

CONTRACT AGREEMENT

such additional or different Person as Owner may from time to time designate in writing to perform any or all of the functions of the Engineer under this Contract as well as the duly authorized officers, employees, agents, and representatives of any such Person.

c. Owner. The DuPage Water Commission and its duly authorized officers, employees, agents, and representatives.

d. Work. All matters described, exhibited, contemplated, implied, or embraced in this Article I of this Contract Agreement and in Article I of the General Conditions of Contract, including all risks and changes in the Work that Contractor is responsible for dealing with under this Contract without any equitable adjustment in the Contract Price or Contract Time, and all matters described, exhibited, contemplated, implied, or embraced in any Change Order issued pursuant to Section 2.1 of the General Conditions of Contract.

e. Work Site. From Orchard Road near ComEd right-of-way in the Village of Oswego, to private easements and ComEd right-of-way, along Commerce Road to IL Route 31, along East Anchor Drive, across the Fox River and IL Route 25, through Oswegoland Park District properties, along Circle Drive West, Guilford Road, and Codorus Road terminating at the ComEd right-of-way in Oswego Township as described in the Contract Documents.

f. Owner's Representative. Individual or firm appointed to or assigned by Owner to be its on-site representative under this Contract, to exercise certain power on behalf of the Owner and Engineer and to undertake certain contract administration activities as specifically outlined in the Contract Agreement.

B. Rules of Interpretation. This Contract shall be interpreted so that:

1. Requirements Cumulative. Each requirement imposed on Contractor shall be cumulative of every other requirement imposed on Contractor, and any Work required to be performed by any one component part of this Contract shall be performed to the same extent as if required by all component parts of this Contract.

2. Details to be Assumed. The Work shall be provided, performed, and completed in every detail whether or not every item of detail is particularly set forth in the Contract Documents, including work reasonably inferable from the Contract Documents.

3. Priority of Contract Provisions. In the event of a discrepancy, error, omission, ambiguity, or conflict in the application or interpretation of any of the provisions of this Contract, the terms of this Contract Agreement and of the General Conditions of Contract shall govern over the terms and provisions of all other Contract Documents.

CONTRACT AGREEMENT

4. Engineer's Interpretation. Subject to Paragraphs 1.3B1, B2, and B3 above, Engineer shall determine which provision or provisions of this Contract Agreement and the Contract Documents best promotes or promote the overall objectives, and best fulfill the intents and purposes, of this Contract, and such provision or provisions shall govern. Such determination of Engineer shall be final.

C. Contractor's Duty to Report Discrepancies. Contractor shall carefully review this Contract Agreement and each of the Contract Documents before performing the Work, and each part thereof, and shall promptly call to the attention of Engineer any discrepancy, error, omission, ambiguity, or conflict that may exist among any of the component parts of this Contract or among any of the provisions of any one of such component parts before proceeding with any part of the Work affected by such discrepancy, error, omission, ambiguity, or conflict. Contractor shall be responsible for all corrective Work required resulting from Contractor's failure to give such notice and shall bear all damages and costs associated therewith, arising therefrom, or resulting from such matters first discovered during the progress of the Work, including, but not limited to, damages or costs resulting from, arising out of, or in any way related to, increases in time-related costs; increases in costs of labor, equipment, materials, or supplies; costs of additional personnel; costs of additional equipment; costs of additional premium time for personnel or equipment; lower labor productivity; lost profits or alternative income; effects on other contracts; and costs of demobilization and remobilization. Information pertaining to subsurface, underground or other concealed conditions or obstructions, soils analysis, borings, test pits, buried structures, utility locations or conditions, conditions of existing structures, and similar site information or data and other investigations shown or indicated on the Contract Drawings, provided by Owner or Engineer, or otherwise made available to Contractor is not part of this Contract and, therefore, any discrepancy, error, omission, ambiguity, or conflict in such site information or data does not constitute a discrepancy, error, omission, ambiguity, or conflict in this Contract.

ARTICLE II **CONTRACT TIME**

2.1 Commencement Date

Contractor shall commence the Work immediately upon execution of this Contract Agreement by Owner.

2.2 Completion Date

Contractor shall diligently and continuously prosecute the Work from the Commencement Date at such a rate as will allow the Work to be fully provided, performed, and completed in full compliance with, and as required by or pursuant to, this Contract. The Work shall be completed in full compliance with this Contract, not later than 600 days following the Commencement Date.

2.3 Time of the Essence

The time of commencement, rate of progress, and time of completion are of the essence of this Contract.

ARTICLE III
CONTRACTOR'S WARRANTIES AND REPRESENTATIONS

3.1 Warranties and Representations

In order to induce Owner to enter into this Contract, Contractor hereby warrants and represents to Owner as follows:

A. Review of Contract. Contractor has carefully examined, reviewed, and accepted this Contract Agreement and all of the Contract Documents prior to submission of its Bidder's Proposal and execution of this Contract and there are no discrepancies, errors, omissions, ambiguities, or conflicts in this Contract that are material to Contractor's provision, performance, or completion of the Work, the Contract Price or the Contract Time that have not already been clarified in writing by Owner to the satisfaction of Contractor. For claims based upon discrepancies, errors, omissions, ambiguities, or conflicts in this Contract, Contractor shall hereafter have no claim for payment or compensation in excess of the Contract Price based upon discrepancies, errors, omissions, ambiguities, or conflicts in this Contract. Contractor shall be entitled only to a possible extension of the Contract Time, if applicable, as provided in this Contract and then only in those cases where Contractor can show that such discrepancies, errors, omissions, ambiguities, or conflicts (1) could not have been discovered by Contractor prior to execution of this Contract or prior to the performance of any of the Work affected by such discrepancy, error, omission, ambiguity, or conflict and (2) has caused an unavoidable delay. Information pertaining to subsurface, underground or other concealed conditions or obstructions, soils analysis, borings, test pits, buried structures, utility locations or conditions, conditions of existing structures, and similar site information or data and other investigations shown or indicated on the Contract Drawings, provided by Owner or Engineer, or otherwise made available to Contractor is not part of this Contract and, therefore, shall not constitute the basis for claims based upon discrepancies, errors, omissions, ambiguities, or conflicts in this Contract.

B. Investigation of Work Site. Contractor has had a sufficient opportunity to conduct a thorough inspection and investigation of the Work Site and the surrounding area and has completed such inspection and investigation to its satisfaction. Contractor has included in the Contract Price allowances and contingency amounts for difficulties or obstructions that may arise or be encountered in the performance of the Work, including without limitation adverse weather conditions, equipment breakdowns, subsurface, underground or other concealed conditions or obstructions, buried structures, utility locations or conditions, adverse soil conditions, and changed site conditions due to work by other contractors, and Contractor hereby waives all claims for, and hereafter shall have no claim for, payment or compensation in excess of the Contract Price based upon

CONTRACT AGREEMENT

such difficulties or obstructions, or conditions at the Work Site or in the surrounding area except as expressly provided, and only to the limited extent set forth, in Sections 2.1 through 2.3 of the General Conditions of Contract. Contractor is responsible for dealing with conditions found at, and in the vicinity of, the Work Site, including subsurface, underground or other concealed conditions or obstructions, buried structures, utility locations or conditions, adverse soil conditions, changed conditions due to work by other contractors, and similar site conditions without any equitable adjustment in the Contract Price except as expressly provided, and only to the limited extent set forth, in Sections 2.1 through 2.3 of the General Conditions of Contract.

C. Authorization; Enforceable Obligations. This Contract constitutes the legal, valid, and binding obligation of Contractor, is fully enforceable against Contractor in accordance with its terms, will not violate any judgment, Law, or organizational or operating document and will not cause or constitute a default under any contractual obligation of Contractor or any lien, charge, encumbrance, or security interest upon any assets of Contractor.

D. Contractor's Certification. All the facts and information submitted by Contractor in connection with this Contract and its procurement are true and correct in all respects and, in particular, the statements contained in Contractor's Certification are true and correct.

E. Technical Ability to Perform. Contractor is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff, to provide, perform, and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

F. Financial Ability to Perform. Contractor is financially solvent, and Contractor has the financial resources necessary to provide, perform, and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

G. Time. Contractor is ready, willing, able, and prepared to begin the Work on the Commencement Date and the Contract Time is sufficient time to permit completion of the Work in full compliance with, and as required by or pursuant to, this Contract for the Contract Price, all with due regard to all natural and man-made conditions that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incident to the Work.

H. Acceptance of Allocation of Risks and Changes. Contractor acknowledges and agrees that risks are inherent in the Work of this Contract and changes are to be expected. Contractor acknowledges that this Contract contains specific allocations of responsibility for such risks and changes. Contractor acknowledges, agrees to, and accepts such risks and changes that are allocated to it and that Contractor is responsible for dealing with under this Contract without any equitable adjustment in the Contract Price or Contract Time.

CONTRACT AGREEMENT

I. No Collusion. The only Persons interested in this Contract as principals are those disclosed as such in the Bidder's Sworn Acknowledgment submitted to Owner by Contractor, and this Contract is made without collusion with any other Person.

J. No Default. Contractor is not in arrears to Owner upon any debt or contract and is not a defaulter as surety, contractor, or otherwise to any Person.

K. Not Barred. Contractor is not barred by law from contracting with Owner or with any unit of state or local government, and neither Contractor nor any Person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is acting, directly or indirectly, for or on behalf of any Person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any Person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism, and neither Contractor nor any Person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is, directly or indirectly, engaged in, or facilitating, the Work on behalf of any such Person, group, entity or nation.

L. Taxes and Benefits. Contractor has excluded from the Contract Price all state and local sales, use, and excise taxes. Contractor has included in the Contract Price, and has or will pay or cause to be paid out of the Contract Price, all other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits for Contractor's and its Subcontractors' employees.

M. Patent Costs. Contractor has included in the Contract Price, and has or will pay or cause to be paid out of the Contract Price, all costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions.

3.2 Affirmation of Other Warranties and Representations

In addition to the foregoing warranties and representations, Contractor hereby acknowledges that Contractor has carefully read, reviewed, and understood, and hereby agrees to honor, the Warranty of the Work contained in Article III of the General Conditions of Contract as well as all other warranties and representations set forth in the Contract Documents.

ARTICLE IV
FINANCIAL ASSURANCES

4.1 Bonds

A. Bonds Required. Contemporaneous with Contractor's execution of this Contract Agreement, Contractor shall provide a Performance Bond, a Labor and Material Payment Bond, and a Maintenance/Warranty Bond in the forms included in the Contract Documents, from a surety company licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide, each in the penal sum of the Contract Price, and such other bonds as and when required by Owner. Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while repairing, correcting, or replacing all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or that fails to meet warranty subject to correction by Contractor pursuant to Section 3.1 or Section 3.2 of the General Conditions of Contract, maintain and keep in force, at Contractor's expense, the Bonds required hereunder. All bonds provided by the Contractor and its subcontractors shall include a provision guarantying performance of the prevailing wage clause contained in the Contract. The Contractor shall insert into each subcontract a requirement that not less than the prevailing rate of wages shall be paid to all laborers, workers and mechanics performing work on the project and a requirement that each subcontractor insert a comparable requirement into each lower tiered subcontract.

B. No Release of Bond Obligations. No changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of either Owner or Contractor to the other in or to the terms of this Contract, in or to the Contract Drawings or Specifications, in or to the schedules, methods, or manner of performance of the Work, in or to Owner-furnished facilities, equipment, materials, services, or sites, or in or to the mode or manner of payment therefor, shall operate in any way to release Contractor or any surety or affect the obligation of either of them under any Bond required to be provided by Contractor. All notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances, and all notice of any and all defaults by Contractor, and all notice of Owner's termination of Contractor shall be waived by every surety under every Bond provided pursuant to this Contract.

4.2 Insurance

A. Insurance Required. Contemporaneous with Contractor's execution of this Contract Agreement, Contractor shall provide certificates and policies of insurance evidencing the insurance coverages set forth in Article IV of the General Conditions of Contract and Section 4 of the Special Conditions of Contract. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion.

CONTRACT AGREEMENT

B. Additional Insureds. The insurance coverages required pursuant to this Contract shall name Owner, including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives, and the Persons identified in Section 4 of the Special Conditions of Contract as additional insured parties (the "Additional Insureds"). The coverage afforded the Additional Insureds shall be primary and non-contributory insurance for the Additional Insureds with respect to claims arising out of operations performed by or on behalf of Contractor. If the Additional Insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the insurance companies' liability under the insurance policies Contractor maintains shall not be reduced by the existence of such other insurance. All policies shall list the Owner as an additional insured and said coverage must specifically state it is primary and non-contributory.

4.3 Indemnification

To the fullest extent permitted by law, Contractor shall indemnify, save harmless, and defend Owner, Engineer, and the Additional Insureds against any and all lawsuits, claims, demands, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its Subcontractors' or Suppliers', performance of, or failure to perform, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Contractor, except to the extent caused by the sole negligence of Owner, Engineer, or the Additional Insureds, as the case may be, including, without limitation lawsuits, claims, demands, liabilities, losses, and expenses for or on account of:

1. Any delays or interference or damage to other contractors; and
2. Labor, equipment, materials, or supplies furnished under this Contract, including all liens or notices of liens on account thereof or Contractor's failure to remove or discharge same; and
3. Contractor's failure to obtain any required permits, licenses, approvals, or authorizations; and
4. Bodily injury, sickness, disease, or death sustained by any Person or Persons or injury or damage to, or loss or destruction of, any property; and
5. Any act or omission of Contractor or any of its Subcontractors or Suppliers, including but not limited to any failure to fulfill the terms of, or comply with, any

CONTRACT AGREEMENT

Laws or to pay any taxes, contributions, or premiums;
and

6. Infringement, alleged infringement, or use of patent rights in connection with the Work and the use by Owner of any equipment, materials, supplies, processes, or inventions furnished under this Contract.

The indemnification obligations of Contractor under this Section 4.3 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any such Subcontractor or Supplier under workers' compensation acts, disability benefit acts or other employee benefit acts. Contractor's obligations under this Section 4.3 shall survive termination or completion of this Contract.

4.4 Penalties

Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its Subcontractors' or Suppliers', performance of, or failure to perform, the Work or any part thereof. Contractor may contest any such fines or penalties in administrative or court proceedings; provided, however, that Contractor shall pay such fines or civil penalties prior to such protest if payment is required prior to making such protest. Contractor shall be solely responsible for all costs, including attorneys' fees and administrative expenses, of protesting any such fines or civil penalties.

ARTICLE V CONTRACT PRICE AND PAYMENT

5.1 Contract Price

Owner shall pay to Contractor, in full satisfaction for providing, performing, and completing the Work, including such risks and changes in the Work that Contractor is responsible for dealing with under this Contract without any equitable adjustment in the Contract Price, subject to any additions or deductions provided for in this Contract, in current funds, the lump sum amount or amounts, if any, stated in the Schedule of Prices and, for each acceptable unit of each Unit Price Item, if any, installed and complete in place, measured on the basis provided in the Contract Drawings and Specifications, the Unit Price for such Unit Price Item stated in the Schedule of Prices.

5.2 Acceptance as Full Payment and Satisfaction

Contractor shall accept the Contract Price in full satisfaction and payment for well and faithfully providing, performing, and completing within the Contract Time all the Work in compliance with, and as required by or pursuant to, this Contract, including such risks and changes in the Work that Contractor is responsible for dealing with under this Contract without any equitable adjustment in the Contract Price or Contract Time.

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The acceptance by Contractor of Final Payment shall operate as a full and complete release of Owner and Engineer of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Contractor for anything done, furnished for, arising out of, relating to, or in connection with the Work or for or on account of any act or neglect of Owner or Engineer arising out of, relating to, or in connection with the Work, except the claim against Owner for the unpaid balance, if any, of any amounts retained by Owner pursuant to the Special Conditions of Contract.

5.3 Method of Payment

Progress and Final Payments shall be made to Contractor in accordance with, and subject to the terms and conditions set forth in, Article V of the General Conditions of Contract.

ARTICLE VI LEGAL RELATIONSHIPS AND REQUIREMENTS

6.1 Binding Effect

This Contract shall be binding upon Owner and Contractor and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns.

Contractor agrees that if Contractor is a joint venture, then each Person participating in such joint venture shall be individually, personally, severally, and jointly responsible and liable, financially, legally, and in all other respects, for the full and proper performance of each and every provision and requirement of this Contract, notwithstanding any arrangement, understanding, or agreement to the contrary, if any, whether disclosed to Owner or not, entered into by, between or among the Persons participating in such joint venture.

6.2 Relationship of the Parties

Contractor, and its Subcontractors and Suppliers, shall act as independent contractors in providing, performing, and completing the Work. No right of supervision, requirement of approval, or other provision of this Contract and no subsequent conduct of Owner or Contractor shall be construed (1) to create the relationship of principal and agent, partners, or joint venturers between Owner and Contractor, or (2) except as provided in Paragraph 6.6B6 of the General Conditions of Contract, to create any relationship between Owner and any Subcontractor or Supplier of Contractor. The rights of Owner under this Contract, either directly or through Engineer, in the control of the quality and completeness of the Work shall not make Contractor, or any Subcontractor or Supplier of Contractor, an agent of Owner, and the liability of Contractor, and of all Subcontractors and Suppliers of Contractor, for all damages to persons or to public or private property arising from the provision, performance, or completion of the Work by Contractor, or any Subcontractor or Supplier of Contractor, shall not be lessened because of the existence, exercise, or the non-exercise of such rights.

6.3 Assignment

A. Assignment by Contractor. Contractor shall not (1) assign this Contract in whole or in part, (2) assign any of Contractor's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract, without the prior express written consent of Owner, which consent may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written consent shall not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Any attempted or purported assignment made by Contractor without the written consent of Owner shall be void and of no force or effect and shall constitute a default under this Contract for which Owner shall have the right to invoke any of its remedies under Section 6.6 of the General Conditions of Contract. In no event shall Owner's consent to any assignment of this Contract or of any of Contractor's rights under this Contract, whether in whole or in part, operate as a release or satisfaction of Contractor's responsibility and liability for the provision, performance, and completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or for the proper performance of all other obligations of Contractor under this Contract, or for Contractor's liability on all representations and warranties made in or pursuant to this Contract. Contractor shall remain as fully responsible and liable for the acts, omissions, and performance of Contractor's assignee as Contractor is for its own acts, omissions, and performance.

B. Assignment by Owner. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Contractor. In the event of an assignment by Owner of any or all of its rights or obligations under this Contract, Owner shall be released from all liability with respect to the rights or obligations so assigned.

6.4 Confidential Information

All information supplied by Owner or Engineer to Contractor for or in connection with this Contract or the Work shall be held confidential by Contractor and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Work. Neither Contractor nor any Subcontractor or Supplier shall own or be entitled to claim a copyright in the Contract or other documents prepared by Owner or Engineer.

Contractor shall identify any information supplied by it in providing, performing and completing the Work that is considered by it to be confidential or proprietary. Owner and Engineer shall not disclose any such designated confidential or proprietary information, unless such disclosure will not cause competitive harm, or such information was actually known to Owner or Engineer prior to its submission by Contractor, or such information was properly obtained or developed independently by Owner or Engineer, or Contractor consents to such disclosure. Notwithstanding the foregoing, Contractor acknowledges that Owner is subject to the Illinois Freedom of

CONTRACT AGREEMENT

Information Act, 5 ILCS 140/1 et seq., and that no disclosure made in good faith by Owner pursuant to such Act shall be deemed to violate this Section.

6.5 Publicity

Owner's name or insignia, photographs of the Work or the Work Site, or any other publicity pertaining to the Work shall not be used in any magazine, trade paper, newspaper, or other medium without the express written consent of Owner.

By entering the Work Site, Contractor personnel, including Subcontractor and Supplier personnel, irrevocably authorize and grant to Owner, and to its successors, agents, representatives, and assigns, the irrevocable and unrestricted right, permission, and authority to:

1. Use the likeness and/or voice of such personnel in photographs, time-lapse photography, film, video, digital recordings, and other media in any magazine, trade paper, newspaper, or other medium, whether now known or hereafter existing, including newsletters, brochures, viewbooks, movies, tapes, diskettes, promotional items, and websites, without prior approval or inspection, without payment, compensation, or any other consideration, including royalties, and without liability; and
2. Use, edit, alter, copy, exhibit, publish, broadcast, distribute, and otherwise reproduce, modify, and display such likenesses and/or voices, in whole or in part, for purposes of publicizing Owner's activities and for any other lawful purpose in any manner, media, and medium.

Contractor shall, upon request of Owner, execute, acknowledge, and deliver such further instruments and take such action as may be necessary, desirable, or proper to carry out more effectively the purposes of this Section 6.5.

6.6 No Waivers

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate or approval by Owner or Engineer, nor any order by Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Work by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Contract, nor any other act or omission of Owner or Engineer shall constitute or be deemed to be

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an acceptance of any defective, damaged, flawed, unsuitable, nonconforming or incomplete Work, equipment, materials, or supplies, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

No notices required to be given to Owner under this Contract are intended to be waived by Owner, and no action or inaction by Owner or Engineer shall be construed as waiving any such notice.

6.7 No Third Party Beneficiaries

No claim as a third party beneficiary under this Contract by any Person other than Contractor shall be made or be valid against Owner and Owner shall not be liable for or be held to pay any money to any such Person.

6.8 Notices

All notices required or permitted to be given under this Contract shall be in writing and shall be deemed received by the addressee thereof when delivered in person or sent by electronic mail on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to Owner shall be addressed to, and delivered at, the following address:

DuPage Water Commission
600 East Butterfield Road
Elmhurst, Illinois 60126-4642
Attention: General Manager
may@dpwc.org

Notices and communications to Contractor shall be addressed to, and delivered at, the following address:

**D. Construction, Inc. and
Benchmark Construction Co., Inc., A Joint Venture**
Attention: **Mark Atkins, Jr.**

The foregoing shall not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means.

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By notice complying with the requirements of this Section, Owner and Contractor each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address shall be effective until actually received.

6.9 Governing Laws; Venue; Attorney's Fees

This Contract and the rights of Owner and Contractor under this Contract shall be interpreted according to the internal laws of the State of Illinois. This Contract and the rights of Owner and Contractor under this Contract shall be interpreted according to the internal laws of the State of Illinois. The parties agree that all disputes between them, whether arising out of or related to the Contract or arising out of any statute, regulation or common law, will be litigated exclusively in the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois. The parties expressly consent to the exclusive jurisdiction and venue of such court, and covenant not to sue in any other court or tribunal, state, federal or otherwise. The parties waive their right to argue that this court is an inconvenient forum. In the event either party initiates litigation under or regarding this Contract or the Project, the substantially prevailing party shall be entitled to its reasonable attorney's fees and costs including, without limitation, expert witness costs. The determination of who is the substantially prevailing party and the amount that will be paid will be decided by the court that presides over the dispute. This section is intended to be severable and shall survive the termination of this agreement.

6.10 Changes in Laws

Unless otherwise explicitly provided in this Contract, any reference to Laws shall include such Laws as they may be amended or modified from time to time.

6.11 Compliance with Laws and Grants

A. Compliance with Laws. Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with the requirements of all governmental permits, licenses, or other approvals or authorizations that may be required in connection with providing, performing, and completing the Work and with all applicable Laws, including, without limitation, the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to this Contract); any other prevailing wages Laws; the Fair Labor Standards Act; any Laws regarding qualification to do business; any Laws requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any Laws prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. and the Public Works Employment Discrimination Act, 775 ILCS 10/1 et seq.; any Laws respecting the assumption of liability for taxes, contributions, and premiums for

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unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits for Contractor's and Subcontractors' employees; and any Laws regarding safety or the performance of the Work, including the Illinois Structural Work Act, the Illinois Underground Utility Facilities Damage Prevention Act, and the Occupational Safety and Health Act. Contractor shall keep itself fully informed of all Laws affecting this Contract; affecting those engaged or employed on the Work; affecting the equipment, materials, and supplies used in the Work; affecting the conduct of the Work; and affecting the rights, duties, powers, or obligations of Owner or of Contractor; and shall also keep itself fully informed of all orders, decrees, and other requirements of bodies or tribunals having any jurisdiction or authority over any of the foregoing. Contractor shall display all permits, licenses, and other approvals and authorizations as required by Law.

This Project is subject to the provisions of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*), providing for the payment of the prevailing rate of wage to all laborers, workmen and mechanics engaged in the Work. Contractor shall pay prevailing rates of wages in accordance with the Illinois Department of Labor's wage determination, and any subsequent determinations issued by the Illinois Department of Labor. These revisions may be accessed by computer at <https://labor.illinois.gov/laws-rules/conmed/prevailing-wage-rates.html>. Contractor is responsible for determining the applicable prevailing wage rates at the time of bid submission and at the time of performance of the Work. Failure of Contractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents. Contractor shall also comply with all other requirements of the Act including without limitation those pertaining to inclusion of required language in subcontracts, job site posting, maintenance and submission of certified payroll records and inspection of records. All certified payroll documents for this project shall be submitted directly to the Illinois Department of Labor ("IDOL") through the IDOL Certified Transcript of Payroll Portal, which can be accessed at: <https://labor.illinois.gov/laws-rules/conmed/certifiedtranscriptofpayroll.html>.

B. Compliance by Subcontractors and Suppliers. Contractor shall, at all times, cause all of its Subcontractors and Suppliers to observe and comply with all such Laws.

C. Noncompliance of Contract Documents. Contractor shall promptly examine the Contract Drawings and Specifications and other Contract Documents and report to Owner any respects in which it appears that any of them may fail to conform to any applicable Laws.

D. Verification of Compliance. At or before the time of Owner's Final Acceptance of the Work, Contractor shall deliver to Owner all certificates, receipts, or other evidences of approval, acceptance, or payment of fees that may be required to establish the compliance of the Work with all applicable Laws, permits, licenses, approvals, authorizations, or other requirements.

E. Provisions Deemed Inserted. Each and every provision required by Law to be inserted in this Contract shall be deemed to be inserted herein, and this

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Contract shall be read and enforced as though all such provisions were set out in full in this Contract. If through mistake or otherwise any such provision is not set out in this Contract, or is not correctly set out in this Contract, then upon the application of either Owner or Contractor, this Contract shall forthwith be physically amended to correctly set out such provision.

F. Compliance With Grant Conditions. Contractor shall comply with all conditions of, and all Laws applicable to, and all policies, practices, and procedures of Owner applicable to, any federal, state, or local grant received by Owner or by Contractor at any time with respect to this Contract or with respect to the provision, performance, or completion of the Work.

G. Regulatory Authority. Nothing in this Contract shall be construed to waive or limit any aspect of Owner's lawful authority to regulate the activities of Contractor, its Subcontractors, or any other Person or to regulate the Work, the Work Site, or any other matter falling within its lawful regulatory jurisdiction and powers. No review, inspection, test, audit, measurement, order, determination, decision, disapproval, approval, payment for, or use or acceptance of, the Work, or any other act or omission of Owner shall imply, create any interest in, be deemed to be the issuance of, or require Owner to issue any license or permit to Contractor or any Subcontractor.

6.12 Compliance with Patents

A. Patent Rights. Contractor shall do all things necessary to obtain such rights and licenses as may be necessary in connection with all costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions.

B. Effect of Contractor Being Enjoined. Should Contractor be enjoined from furnishing or using any equipment, materials, supplies, tools, appliances, devices, processes, or inventions supplied or required to be supplied or used under this Contract, Contractor shall promptly offer substitute equipment, materials, supplies, tools, appliances, devices, processes, or inventions in lieu thereof, of equal efficiency, quality, suitability, and market value, for review by Owner. If Owner should disapprove the offered substitutes and should elect, in lieu of a substitution, to have supplied, and to retain and use, any such equipment, materials, supplies, tools, appliances, devices, processes, or inventions as may by this Contract be required to be supplied, Contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary for Owner to use such equipment, materials, supplies, tools, appliances, devices, processes, or inventions without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should Contractor neglect or refuse to make any approved substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then Owner shall have the right to make such substitution, or Owner may pay such royalties and secure such licenses and charge the cost thereof against any money due Contractor from Owner or recover the amount thereof from Contractor and its surety or sureties notwithstanding that Final Payment may have been made.

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6.13 Severability

The provisions of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract, shall be in any way affected thereby. The unenforceability of any provision of this Contract in a specific situation shall not affect the enforceability of that provision in any other situation.

6.14 Entire Agreement

This Contract sets forth the entire agreement of Owner and Contractor with respect to the accomplishment of the Work and the payment of the Contract Price therefor, and there are no other understandings or agreements, oral or written, between Owner and Contractor with respect to the Work and the compensation therefor, nor was the making and execution of this Contract induced by any representation, statement, warranty, agreement, or action other than those expressed or explicitly referenced herein.

6.15 Amendments

No modification, addition, deletion, revision, alteration or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Contractor.

6.16 Counterparts

This Contract is being executed in five original counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, Owner and Contractor have caused this Contract Agreement to be executed as of the day and year first written above.

Attest/Witness:

DuPAGE WATER COMMISSION

By: _____

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

Title: _____

Title: General Manager

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Attest/Witness:

**D. Construction Inc. and Benchmark
Construction Co., Inc., A Joint Venture**

By: _____

By: _____
Kenneth Sandeno

Title: _____

Title: **President**

Attest/Witness:

By: _____

By: _____
Mark Atkins, Jr.

Title: _____

Title: **President**

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 8,
FOR SIGNATURE REQUIREMENTS**

STATE OF ILLINOIS)
)
COUNTY OF _____) SS

CONTRACTOR'S CERTIFICATION

Kenneth Sandeno and Mark Atkins, Jr., being first duly sworn on oath, deposes and states that all statements made herein are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001.

DATED this _____ day of _____, _____.

Attest/Witness: *D. Construction, Inc. and Benchmark Construction Co., Inc., A Joint Venture*

By: _____
Signature, Title

By: _____
Kenneth Sandeno, President

Subscribed and Sworn to before me this _____ day of _____, 20____.

My Commission Expires: _____

Notary Public

[SEAL]

By: _____
Signature, Title

By: _____
Mark Atkins, Jr., President

Subscribed and Sworn to before me this _____ day of _____, 20____.

My Commission Expires: _____

Notary Public

[SEAL]

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 8,
FOR SIGNATURE REQUIREMENTS**



Resolution #: R-56-26

Account: 01-80-852010

Approvals: *Author / Manager / Finance / Admin*

JL JML CAP PDM

REQUEST FOR BOARD ACTION

Date: 6/11/2026

Description: **A Resolution Approving and Ratifying Certain Change Orders for the Construction of the West Transmission Main Along Book Road From 75th Street to the ComEd R.O.W. (Contract TW-6/25 Section 1 (Book Road))**

Agenda Section: Engineering & Construction

Originating Department: Engineering

Change Order No. 2 for the Construction of the West Transmission Main along Book Road from 75th Street to the ComEd R.O.W. (Contract TW-6/25 Section 1 (Book Road))

Change Order No. 2 would authorize a net increase of in the Contract Price of \$158,847.00 from the previous price of \$48,301,059.73 to \$48,459,906.73 with a time extension of 0 calendar days. The modifications necessitating the change order are largely summarized as follows:

1. With the reduction in trenchless work (due to significant costs) as part of change order #1, additional storm sewer conflicts were realized, which will require additional efforts associated with the modified open-cut installation of the water main.
2. With the removal of the additional cut-in valves on each side of the connection to the existing DWC distribution network, a new Butterfly Valve was installed immediately adjacent to the tee. This work was completed as part of change order #1. However, with the addition of a new Butterfly Valve, an additional air release is needed to purge any accumulated air in the system at the new valve.
3. After the project was bid, the City of Naperville required electrical modifications that incurred additional cost.

Approval of this Change Order will have no bearing on the final completion date of the Contract, which currently remains as December 31, 2026.

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

authorize or necessitate an increase in the price of any subcontract under the Contract that is 50% or more of the original subcontract price.

Recommended Motion:

To adopt Resolution R-56-26.

DUPAGE WATER COMMISSION

RESOLUTION NO. R-56-26

A RESOLUTION APPROVING AND RATIFYING CERTAIN CHANGE ORDERS FOR A CONTRACT FOR THE CONSTRUCTION OF THE WEST TRANSMISSION MAIN ALONG BOOK ROAD FROM 75TH STREET TO THE COMED R.O.W. (CONTRACT TW-6/25 SECTION 1 (BOOK ROAD))

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

WHEREAS, the Village of Montgomery (“Montgomery”), the Village of Oswego (“Oswego”) and the United City of Yorkville (“Yorkville”) (Oswego, Montgomery and Yorkville are collectively referred to herein as the “Municipalities”) desire to supply Lake Michigan water to their residents by connecting to the Commission’s waterworks system;

WHEREAS, the Commission and the Municipalities previously entered into intergovernmental agreements related to the funding of the required connection facilities; and

WHEREAS, pursuant to Article VIII, Section 5 of the Commission’s By-Laws, the DuPage Water Commission (the “Commission”) invited proposals for the Construction of the TW-6/25 Section 1 (Book Road) Contract; and

WHEREAS, bids for Contract TW-6/25 Section 1 (Book Road) were received on July 1, 2025; and

WHEREAS, the Commission has reviewed the proposals received and determined that the proposal of the Joint Venture of Benchmark Construction Co., Inc. and D. Construction, Inc. (Joint Venture) was the most favorable to the interests of the Commission; and

WHEREAS, the Commission and the Joint Venture have negotiated the scope and cost of the project, with all changes memorialized in Change Order No. 02;

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

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

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

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

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

ADOPTED THIS _____ DAY OF _____, 2026.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk

Board/Resolutions/2026/R-56-26.docx

EXHIBIT A

DUPAGE WATER COMMISSION
CHANGE ORDER

PROJECT NAME: West Transmission Main Along Book Rd From 75th St to the ComEd R.O.W.

CHANGE ORDER #: 02

LOCATION: DuPage County, Illinois

CONTRACT NO. TW-6/25 Section1 (Book Road)

CONTRACTOR: D. Construction, Inc. & Benchmark Construction Co., Inc.

DATE: 6/11/26

I. A. DESCRIPTION OF CHANGES INVOLVED:

1. See attached for Description of Changes

B. REASON FOR CHANGE:

1. With the reduction in trenchless work (due to significant costs) as part of change order #1, additional storm sewer conflicts were realized, which will require additional efforts associated with the newly-planned open-cut installation of the water main.
2. With the removal of the additional cut-in valves on either side of the connection to the existing DWC distribution network, a new Butterfly Valve was installed immediately adjacent to the tee. This work was completed as part of change order #1. However, with the addition of a new Butterfly Valve, an additional air release is now needed in order to purge any accumulated air in the system at the new valve.
3. After the project was bid, the City of Naperville required electrical modifications that incurred additional cost.

C. REVISION IN CONTRACT PRICE:

See attached for Contract price revisions.

II. CHANGE ORDER CONDITIONS:

1. The Contract Period established in the Contract, as signed or as modified by previous Change Orders, is hereby extended for 0 calendar days, maintaining the final Contract Completion Date of December 31, 2026.
2. Any Work to be performed under this Change Order shall be provided, performed, and completed in full compliance with, and as required by or pursuant to, the Contract, including any Specifications and Contract Drawings for the Work to be performed under

this Change Order and for Work of the same type as the Work to be performed under this Change Order, and as specified in the preceding "Description of Changes Involved."

3. Unless otherwise provided herein, all Work included in this Change Order shall be guaranteed and warranted as set forth in, and Contractor shall not be relieved from strict compliance with, the guaranty and warranty provisions of the Contract.
4. All Work included in this Change Order shall be covered under the Bonds and the insurance coverages specified in the Contract. If the Contract Price, including this Change Order, exceeds the Contract Price set forth in the Contract, as signed, by twenty percent (20%), Contractor shall submit to Owner satisfactory evidence of such increased coverage under the Bonds if requested by Owner.

III. ADJUSTMENTS IN CONTRACT PRICE:

1.	Original Contract Price	\$67,148,000.00
2.	Net <u>Increase/Decrease</u> due to all previous Change Orders	-\$18,846,940.27
3.	Contract Price, not including this Change Order	\$48,301,059.73
4.	<u>Increase/Decrease</u> to Contract Price due to this Change Order	\$158,847.00
5.	Contract Price including this Change Order	\$48,459,906.73

RECOMMENDED FOR ACCEPTANCE:

CONSULTING ENGINEERS: Lockwood, Andrews and Newnam, Inc.

By: _____ (_____)
Signature of Authorized Representative Date

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

CONTRACTOR: D. Construction Inc.

By: _____ (_____)
Signature of Authorized Representative Date

CONTRACTOR: Benchmark Construction Co., Inc.

By: _____ (_____)
Signature of Authorized Representative Date

DUPAGE WATER COMMISSION:

By: _____ (_____)
Signature of Authorized Representative Date

Description of Changes – CO 2

Drawing C-101

City of Naperville required the location of the electrical service-drop to be moved post-bid.

- 1 – Free Standing Meter Pedestal by Contractor in lieu of meter socket on ROV panel
 - Along Book Rd north of Conan Doyle Road. Coordinate final location w/ City of Naperville DPU-Electric.
 - City of Naperville DPU-E to provide service to meter pedestal.
- 100A, 120/240V, 1P Electrical Service line (~275 LF) installed by Contractor (3#2, 1#6 GND in 1-1/2" C directionally drilled under Conan Doyle Road).
 - Eliminate 100A, 120/240V, 1P Electrical Service Line installed by City of Naperville (~85 LF)
- Eliminate 25kVA Transformer (120/240V, 1P) installed by City of Naperville.

City of Naperville's scope has been reduced significantly. Most of the work is now on Benchmark/D. Can be paid from the Naperville Electrical allowance on T&M basis or new bid items can be established. BMcD to evaluate and determine preferred approach.

Drawing C-102

City of Naperville provided additional comments post-bid.

- 30 LF – 8" C900 PVC DR 25 Sanitary Sewer remove and replace
- 8" sewer not previously shown on plans per City of Naperville review comments.

Drawing C-103

Changes below are a result of shortening the 95th Street trenchless crossing under Change Order No. 1. Additionally, IEPA provided feedback that lining of elliptical storm sewer would not qualify as 'water main quality', so a number of storm sewer modifications were required.

- 47 LF – Remove 38"x24" RCP Storm Sewer
- 53 LF – 30" C900 PVC DR 25 Storm Sewer
- 20 LF – Remove 12" RCP Storm Sewer (within shaft limits) (Plug end of abandoned portion)
- 45 LF – 12" C900 PVC DR 25 Storm Sewer (Connect to exist. catch basin)
- 11 LF – Remove 18" RCP Storm Sewer
- 11 LF – 18" C900 PVC DR 25 Storm Sewer
- 1 – Remove and Replace Catch Basin (w/ connection)
- 2 – New Storm Manholes (w/connections)
- 1 – Plug abandoned 12" RCP at Catch Basin

Description of Changes – CO 2

Drawing C-121

Additional blow-off valve per DWC request after blow-off and new ROVs along 75th Street were removed from project scope.

- 1 – Blow-off Valve and Manhole along Book Rd
- 48-inch water main profile modifications near blow-off

Quantities from Revised Scope 4 (Change Order No. 1) show 9 total blow-offs. This included blow-off valve along 75th Street that was subsequently removed. Total appears to still be 9 with this addition.

DWC Book Rd					
Revised Scope 4: Per August 11 Request					
DATE: August 13, 2025					
Location:					
ITEM #	PAY ITEM DESCRIPTION	QUANTITY	UN OF MSRE	BID	
				UNIT PRICE	TOTAL
B1	54-inch PCCP Water Main by Open Cut	14,002.00	LF	1,281.75	17,947,063.50
B1.5	54-inch PCCP Water Main by Open Cut -Trans Area	1,051.00	lf	4,142.00	4,353,242.00
B1.6	Trench Backfill for Open Cut in Trans Areas	11,259.00	TON	54.00	607,986.00
B1.7	Harness Clamp Premium (For Open Cut Trans Area if needed)	320.00	LF	126.00	40,320.00
B2	54-inch PCCP Water Main by Trenchless Construction	553.00	LF	11,700.00	6,470,100.00
1	Mobilization	1.00	LS	2,838,000.00	2,838,000.00
2	Temporary Field Office	18.00	MONTH	8,000.00	144,000.00
10	48" Btrfly Vlv w/Actuator MH (75th St. 25+00 (Owner Spld)	0.00	LS	1,000,000.00	0.00
10.5	48" BFV w/Acttr MH (75th St. 26+12 (Owner Spld) RVSD Loc	1.00	LS	500,000.00	500,000.00
11	48" Btrfly Vlv w/Actuator MH (75th St. 29+25 (Owner Spld)	0.00	LS	900,000.00	0.00
12	48" Btrfly Vlv wActr MH & Dsnfctn Bypass Assmby (Book Rd) (Owner-Frn	1.00	LS	500,000.00	500,000.00
13	54" Btrfly Vlv w/Actuator MH (Owner Furnished)	2.00	EA	400,000.00	800,000.00
14	54" Rmt Btrfly Vlv w/Vault (Owner Furnished)	1.00	EA	450,000.00	450,000.00
18	Air Release and Access Manhole (Type 1)	5.00	EA	60,000.00	300,000.00
19	Air Release and Access Manhole (Type 2)	9.00	EA	75,000.00	675,000.00
21	Blow-Off Valve w/ Manhole (36" and Larger Pipe)	9.00	EA	85,000.00	765,000.00
39	48" PCCP WM Open Cut (Book Rd 752+60-756+64)	430.00	LF	1,000.00	430,000.00

Description of Changes – CO 2

Drawing C-124, C-520, C-521, C-524, C-525

- Various updates to add 12-inch flanged outlet on 48-inch pipe and 2-inch air release piping from 48-inch pipe to butterfly valve actuator vault, as requested by DWC.

Drawing E-501

- Conduit schedule revised per DWC comments and moved to E-502.
- 6-Pole stainless steel disconnect changed to 8-pole stainless steel disconnect.
- Pressure transducer mounting height and conduit clarified per new table.
- Power conduits clarified per new table.
- Added note requiring the free standing ROV cabinet to have sloped top.
- Added note to coordinate antenna installation with Owner.

Drawing E-502

- Sheet was previously unused.
- Moved updated conduit schedule to this sheet. Schedule was updated per DWC Comments to clarify routing of 120V power conduits and control conduits.

Drawing E-503

- Pressure transducer detail updated to clarify mounting at pipe center line within the valve vault.
- Motorized valve operator control schematic revised to 8-pole along with overload relay and numbered terminals.

Drawing MOT-004 & MOT-005

- Added sign per IDOT request.

ITEM #	PAY ITEM DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE	CHANGE ORDER 2 ADJUSTED QUANTITY	ADJUSTED TOTAL PRICE
B1	54-inch PCCP Water Main by Open Cut	14,002.00	LF	\$1,281.75	\$17,947,063.50		\$17,947,063.50
B1.5	54-inch PCCP Water Main by Open Cut -Trans Area	1,051.00	LF	\$4,142.00	\$4,353,242.00		\$4,353,242.00
B1.6	Trench Backfill for Open Cut in Trans Areas	11,259.00	TON	\$54.00	\$607,986.00		\$607,986.00
B1.7	Harness Clamp Premium (For Open Cut Trans Area if needed)	320	LF	\$126.00	\$40,320.00		\$40,320.00
B2	54-inch PCCP Water Main by Trenchless Construction	553	LF	\$11,700.00	\$6,470,100.00		\$6,470,100.00
1	Mobilization	1	LS	\$2,838,000.00	\$2,838,000.00		\$2,838,000.00
2	Temporary Field Office	18	MONTH	\$8,000.00	\$144,000.00		\$144,000.00
10	48" Btrfly Vlv w/Actuator MH (75th St. 25+00 (Owner Spld)	0	LS	\$1,000,000.00	\$0.00		\$0.00
10.5	48" BFV w/Actr MH (75th St. 26+12 (Owner Spld) RVSD Loc	1	LS	\$500,000.00	\$500,000.00		\$500,000.00
11	48" Btrfly Vlv w/Actuator MH (75th St. 29+25 (Owner Spld)	0	LS	\$900,000.00	\$0.00		\$0.00
12	Btrfly Vlv wActr MH & Dsnfctn Bypass Assmby (Book Rd) (Owner-	1	LS	\$500,000.00	\$500,000.00		\$500,000.00
13	54" Btrfly Vlv w/Actuator MH (Owner Furnished)	2	EA	\$400,000.00	\$800,000.00		\$800,000.00
14	54" Rmt Btrfly Vlv w/Vault (Owner Furnished)	1	EA	\$450,000.00	\$450,000.00		\$450,000.00
18	Air Release and Access Manhole (Type 1)	5	EA	\$60,000.00	\$300,000.00		\$300,000.00
19	Air Release and Access Manhole (Type 2)	9	EA	\$75,000.00	\$675,000.00		\$675,000.00
21	Blow-Off Valve w/ Manhole (36" and Larger Pipe)	9	EA	\$85,000.00	\$765,000.00		\$765,000.00
39	48" PCCP WM Open Cut (Book Rd 752+60-756+64)	430	LF	\$1,000.00	\$430,000.00		\$430,000.00
40	48" PCCP WM Trnchlss (Book Rd 756+64-758+52)	188	LF	\$15,000.00	\$2,820,000.00		\$2,820,000.00
47	75th Street Cnnctn to Ex DWC 48"PCCP (25+00)	0	LS	\$1,000,000.00	\$0.00		\$0.00
48	75th Street Cnnctn to Ex DWC 48"PCCP (26+22)	1	LS	\$1,500,000.00	\$1,500,000.00		\$1,500,000.00
49	75th Street Cnnctn to Ex DWC 48"PCCP (29+25)	0	LS	\$1,000,000.00	\$0.00		\$0.00
50	30" Stub for Future Connection	1	LS	\$100,000.00	\$100,000.00		\$100,000.00
52	Rmv 54"Tst Plg Cnct to Ex 54"WM (Adj Contract)	1	EA	\$50,000.00	\$50,000.00		\$50,000.00
53	Trench Backfill (Select Material)	39,240.00	CY	\$1.00	\$39,240.00		\$39,240.00
55	Cathodic Protection System	1	LS	\$300,000.00	\$300,000.00		\$300,000.00
56	Earth Excavation	4,561.00	CY	\$30.00	\$136,830.00		\$136,830.00
57	Aggregate Base Course Type B 2"	760	SY	\$8.00	\$6,080.00		\$6,080.00
58	Aggregate Base Course Type B 4"	70	SY	\$10.00	\$700.00		\$700.00
59	Aggregate Base Course Type B 6"	26,994.00	SY	\$10.00	\$269,940.00		\$269,940.00
61	Bituminous Materials (Prime Coat)	57,142.00	LB	\$0.01	\$571.42		\$571.42
62	Bituminous Materials (Tack Coat)	27,166.00	LB	\$0.01	\$271.66		\$271.66
63	HMA Binder Course IL19 N50	14,651.00	TON	\$76.00	\$1,113,476.00		\$1,113,476.00
65	HMA Surface Course IL-9.5 Mix D N50	6,995.00	TON	\$80.00	\$559,600.00		\$559,600.00
72	PCC Driveway Pavement 8"	70	SY	\$100.00	\$7,000.00		\$7,000.00
74	PCC Sidewalk 6"	6,720.00	SF	\$14.00	\$94,080.00		\$94,080.00
75	Detectable Warnings	400	SF	\$40.00	\$16,000.00		\$16,000.00
76	Pavement Removal	26,184.00	SY	\$16.00	\$418,944.00		\$418,944.00
78	HMA Surface Removal 1 3/4"	34,959.00	SY	\$2.15	\$75,161.85		\$75,161.85
79	Driveway Pavement Removal	430	SY	\$16.00	\$6,880.00		\$6,880.00
80	Combination Curb and Gutter Removal	3,630.00	LF	\$10.00	\$36,300.00		\$36,300.00
81	Sidewalk Removal	6,590.00	SF	\$3.00	\$19,770.00		\$19,770.00
83	Comb Curb & Gutter Type B-6.12	3,630.00	LF	\$28.00	\$101,640.00		\$101,640.00
88	Steel Plate Beam Guardrail Type A 6' Posts	50	LF	\$48.00	\$2,400.00		\$2,400.00
89	Long-Span Guardrail over Culvert 12'6" Span	30	LF	\$65.00	\$1,950.00		\$1,950.00
90	Traffic Barrier Terminal Type 1B	2	EA	\$2,300.00	\$4,600.00		\$4,600.00
91	Traffic Barrier Terminal Type 2	2	EA	\$1,700.00	\$3,400.00		\$3,400.00
92	Guardrail Removal	160	LF	\$7.00	\$1,120.00		\$1,120.00
93	Pavement Marking Blackout Tape 6"	1,220.00	LF	\$4.00	\$4,880.00		\$4,880.00
94	Changeable Message Sign	2,920.00	CAL DAY	\$25.00	\$73,000.00		\$73,000.00
95	Short Term Pavement Marking	9,190.00	LF	\$2.00	\$18,380.00		\$18,380.00
96	Short Term Pavement Marking Removal	3,610.00	SF	\$3.00	\$10,830.00		\$10,830.00
97	Temp Pvmnt Marking Letters & Symbols - Paint	190	SF	\$3.00	\$570.00		\$570.00
98	Tmp Pvmnt Mrkng - Line 4" - Paint	23,150.00	LF	\$0.50	\$11,575.00		\$11,575.00
100	Tmp Pvmnt Mrkng - Line 24" - Paint	100	LF	\$3.00	\$300.00		\$300.00
101	Tmp Pvmnt Mrkng - Line 4" - Type IV Tape	6,230.00	LF	\$3.00	\$18,690.00		\$18,690.00
103	Temporary Concrete Barrier	2,170.00	LF	\$30.00	\$65,100.00		\$65,100.00
104	Impct Attnrs Tmp (Fily Rdctv Nrrw) Test Level 2	4	EA	\$6,500.00	\$26,000.00		\$26,000.00
105	Relocate Sign Panel Assembly - Type A	21	EA	\$255.00	\$5,355.00		\$5,355.00
106	Thrm Pvmnt Mrkng - Letters & Symbols	1,040.00	SF	\$6.00	\$6,240.00		\$6,240.00
107	Thermo Pvmnt Mrkng - Line 4"	64,350.00	LF	\$1.00	\$64,350.00		\$64,350.00
108	Thermo Pvmnt Mrkng - Line 6"	4,910.00	LF	\$1.50	\$7,365.00		\$7,365.00
109	Thermo Pvmnt Mrkng - Line 12"	2,460.00	LF	\$3.50	\$8,610.00		\$8,610.00
110	Thermo Pvmnt Mrkng - Line 24"	300	LF	\$7.00	\$2,100.00		\$2,100.00
111	Pavement Marking Removal - Grinding	16,010.00	SF	\$1.00	\$16,010.00		\$16,010.00
112	Undrgrnd Cndt Givnzd Steel 2" Dia	1,380.00	LF	\$28.00	\$38,640.00		\$38,640.00
113	Handhole	3	EA	\$2,600.00	\$7,800.00		\$7,800.00
114	Maintenance of Existing Traffic Signal Installation	6	EA	\$2,900.00	\$17,400.00		\$17,400.00
115	Elctric Cable in Cnduit Lead-In No. 14 One Pair	820	LF	\$2.00	\$1,640.00		\$1,640.00
116	Drill Existing Handhole	2	EA	\$482.00	\$964.00		\$964.00
117	Deetctor Loop Type 1	320	LF	\$74.00	\$23,680.00		\$23,680.00
118	Detector Loop Replacement	1,770.00	LF	\$55.00	\$97,350.00		\$97,350.00
119	Temporary Traffic Signal Installation	5	EA	\$20,000.00	\$100,000.00		\$100,000.00
120	Modify Existing Controller	6	EA	\$2,500.00	\$15,000.00		\$15,000.00
122	Remove Existing Handhole	3	EA	\$660.00	\$1,980.00		\$1,980.00
123	Class D Patches 12-inch	1,858.00	SY	\$130.00	\$241,540.00		\$241,540.00
125	Mailbox Remove and Replace	2	EA	\$500.00	\$1,000.00		\$1,000.00
127	Temporary Access (Private Entrance)	12	EA	\$500.00	\$6,000.00		\$6,000.00
128	Temporary Access (Commercial Entrance)	2	EA	\$1,000.00	\$2,000.00		\$2,000.00
129	Temporary Access (Road)	10	EA	\$1,000.00	\$10,000.00		\$10,000.00
130	Traffic Control and Protection (Special)	1	LS	\$189,135.30	\$189,135.30		\$189,135.30
131	HMA Driveway Pavement 4"	330	SY	\$36.00	\$11,880.00		\$11,880.00
133	Drainage & Utility Structures to be Adjusted	10	EA	\$1,000.00	\$10,000.00		\$10,000.00
134	Drainage & Utility Structures to be Reconstructed	1	EA	\$5,000.00	\$5,000.00		\$5,000.00
135	Temporary Information Signing	160	SF	\$25.00	\$4,000.00		\$4,000.00
136	Temporary Pavement	740	SY	\$43.00	\$31,820.00		\$31,820.00
137	Temporary Traffic Signal Timing	27	EA	\$650.00	\$17,550.00		\$17,550.00
138	HMA Surface Removal - Butt Joint	796	SY	\$1.00	\$796.00		\$796.00
139	Telescoping Steel Sign Support	25	LF	\$25.00	\$625.00		\$625.00
140	Metal Post - Type A	25	LF	\$25.00	\$625.00		\$625.00
141	Erosion Control Seeding Lawn Mix (Class 1)	830	LB	\$30.00	\$24,900.00		\$24,900.00
142	Erosion Control Seeding Roadside Mix (Class 2)	660	LB	\$28.00	\$18,480.00		\$18,480.00
145	High Visibility Safety Fence	30,100.00	LF	\$6.00	\$180,600.00		\$180,600.00
146	Tree and Shrubbery Protection	130	EA	\$500.00	\$65,000.00		\$65,000.00
150	Dual Fence Barrier (Hi Vis GeoTex Outer Fence)	3,830.00	LF	\$10.00	\$38,300.00		\$38,300.00
151	Silt Fence	11,000.00	LF	\$6.00	\$66,000.00		\$66,000.00
152	Inlet Protection Curb	15	EA	\$300.00	\$4,500.00		\$4,500.00
153	Inlet Protection Area	40	EA	\$300.00	\$12,000.00		\$12,000.00
163	Rmv & Rplc 8" San SWR (w/C900 DR25 PVC)	130	LF	\$359.00	\$46,670.00	30	\$57,440.00
171	Rmv & Rplc 18" FES	1	EA	\$25,800.00	\$25,800.00		\$25,800.00
176	Replace 10" Storm (w/C900 DR25 PVC)	240	LF	\$225.00	\$54,000.00		\$54,000.00
177	Replace 12" Storm (w/C900 DR25 PVC)	630	LF	\$255.00	\$160,650.00	45	\$172,125.00
178	Replace 15" Storm (w/C900 DR25 PVC)	191	LF	\$281.00	\$53,671.00		\$53,671.00
180	Replace 18" Storm (w/C900 DR25 PVC)	260	LF	\$296.00	\$76,960.00	11	\$80,216.00
182	Replace 24" Storm (w/C900 DR25 PVC)	270	LF	\$385.00	\$103,950.00		\$103,950.00
190	Rmv & Rplc 30" Storm Clvrt w/ 30" CMP Clvrt	60	LF	\$385.00	\$23,100.00		\$23,100.00
193	Remove and Replace Catch Basin	21	EA	\$7,000.00	\$147,000.00	1	\$154,000.00
195	Remove and Replace Inlet	1	EA	\$7,000.00	\$7,000.00		\$7,000.00

196	Connection to Existing Sewer Structure	42	EA	\$1,200.00	\$50,400.00		\$50,400.00
197	Rmv & Rplc Dual Storm Clvrts 36" & Hdwlis	1	LS	\$104,000.00	\$104,000.00		\$104,000.00
198	Xing Ex 58" x 91" Elliptical Conc Pipe (Book Rd)	1	LS	\$182,000.00	\$182,000.00		\$182,000.00
210	Vertical Drop Structures (Sta 619-71-623+24)	0	LS	\$460,000.00	\$0.00		\$0.00
211	Vertical Drop Structures (Sta 677+21-679+55)	0	LS	\$460,000.00	\$0.00		\$0.00
212	Vertical Drop Structures (Sta 700+39-708+30)	0	LS	\$460,000.00	\$0.00		\$0.00
213	Vertical Drop Structures (Sta 724+89-726+79)	0	LS	\$460,000.00	\$0.00		\$0.00
IND1	Exploratory Excavation	1,000.00	CF	\$50.00	\$50,000.00		\$50,000.00
IND2	Exploratory Excavation, Vacuum	12	EA	\$1,886.00	\$22,632.00		\$22,632.00
IND3	Adjust Water Service Line	100	LF	\$254.00	\$25,400.00		\$25,400.00
IND4	Adjust Sewer Service Line	100	LF	\$506.00	\$50,600.00		\$50,600.00
ALL1	Allwnc City of Naperville DPU-E Electric Services	1	LS	\$25,000.00	\$25,000.00		\$25,000.00
CO2	Remove 38" x 24" RCP Storm Sewer		LF	\$ 300.00		47	\$14,100.00
CO2	Install 30" Storm (w/C900 PVC DR 25)		LF	\$ 600.00		53	\$31,800.00
CO2	Rmv Storm 12" RCP within shaft limits/plug end of abandon port.		LF	\$ 50.00		20	\$1,000.00
CO2	Install New Storm Manholes (w/connections)		EA	\$ 8,000.00		2	\$16,000.00
CO2	Plug Abandoned 12" RCP at Catch Basin		EA	\$ 815.00		1	\$815.00
CO2	8" PCCP (Add 12" Flange Outlet w/2" AR, 2" piping in BV Act. Vault)		EA	\$ 40,000.00		1	\$40,000.00
CO2	Electrical Modifications		LS	\$ 22,631.00		1	\$22,631.00
				Bid Total:	\$47,301,059.73	Adjusted Total Cost:	\$47,459,906.73

Cost Increase/Decrease: \$158,847.00



MEMORANDUM

To: Paul May, General Manager
From: Cheryl Peterson, Financial Administrator
Date: 6/9/2026
Subject: Accounts Payable Listings

Following is a summary of the Accounts Payable to be considered at the June 18, 2026, Commission meeting:

May 13, 2026, to June 9, 2026, A/P Report:

DuPage Water Commission	\$11,946,720.56
Waterlink	3,604.00

Accrued and estimated payments required before July
2026 Commission meeting:

DuPage Water Commission	3,173,025.00
Waterlink	6,890,000.00

Total	<u>\$22,013,349.56</u>
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cc: Chairman and Commissioners



Payable Number	Description	Post Date	Payable Amount	Payable Count:	Net Amount
Payable Account: 01-211000 - ACCOUNTS PAYABLE					
Vendor: 1663 2001141840	AECOM Tollway Review	05/20/2026	1,935.91	Payable Count: (1)	1,935.91 1,935.91
Vendor: 2299 W1849733	AL Warren Oil Company Inc. Fuel Delivery: 6/3/26	06/04/2026	2,406.53	Payable Count: (1)	2,406.53 2,406.53
Vendor: 2455 S1228388	AllTerra Central, Inc. GPS Receiver Complete Care	05/26/2026	299.00	Payable Count: (1)	299.00 299.00
Vendor: 1052 6140619	ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC. Agency Contract Fee: 7/9/26-7/9/27	05/20/2026	30,385.00	Payable Count: (1)	30,385.00 30,385.00
Vendor: 2283 INV0009021	BMO HARRIS CREDIT CARD Combined Statements: May 2026	05/31/2026	460.42	Payable Count: (1)	460.42 460.42
Vendor: 2603 11426	CARSTAR WEST-HILL AUTO BODY Ford Explorer Body Repairs	05/31/2026	2,852.28	Payable Count: (1)	2,852.28 2,852.28
Vendor: 1179 CTA29007	CHICAGO TRIBUNE Legal Notice: Budget	05/31/2026	888.00	Payable Count: (1)	888.00 888.00
Vendor: 1135 INV0009022	CITY OF CHICAGO SUPERINTENDENT OF WATER COLLECTION WATER BILLING: May 2026	05/31/2026	11,858,119.41	Payable Count: (1)	11,858,119.41 11,858,119.41
Vendor: 2009 50236	CLEARPATH ENVIRONMENTAL SERVICES LLC Sweeping Services	05/31/2026	335.00	Payable Count: (1)	335.00 335.00
Vendor: 1240 969423	DOOR SYSTEMS, INC. Service Call Gate #2	06/09/2026	916.00	Payable Count: (1)	916.00 916.00
Vendor: 2041 001-348126420	F.E. MORAN, INC. Service Call - Fire Alarm Panel Battery	05/31/2026	890.00	Payable Count: (1)	890.00 890.00
Vendor: 1055 9936900001 9939223542	GRAINGER Maintenance Supplies Safety Supplies	06/09/2026 06/09/2026	1,259.94 942.24	Payable Count: (2)	2,202.18 1,259.94 942.24
Vendor: 1607 1-26-2728	HOUSE OF GLASS Glass Door Repair at Gen Building	06/04/2026	500.00	Payable Count: (1)	500.00 500.00
Vendor: 2602 INV0009023	JPMORGAN CHASE BANK NA Combined Statements: May 2026	05/31/2026	2,984.96	Payable Count: (1)	2,984.96 2,984.96
Vendor: 2130 118516	Lauterbach & Amen, LLP Professional Services: GASB 74/75	05/20/2026	960.00	Payable Count: (1)	960.00 960.00
Vendor: 1054 65051085 65056807 65368514 65777132 65841231	MCMMASTER-CARR SUPPLY COMPANY Remote Facilities Supplies Instrumentation Supplies Pipeline Supplies Pipeline Supplies Pipeline Supplies	05/20/2026 05/20/2026 05/28/2026 05/31/2026 05/31/2026	188.50 39.76 646.42 25.46 178.10	Payable Count: (5)	1,078.24 188.50 39.76 646.42 25.46 178.10
Vendor: 1775 87862	MCWILLIAMS ELECTRIC COMPANY, INC QRE-10.006 - LXPS Vibration Project	05/31/2026	7,000.00	Payable Count: (1)	7,000.00 7,000.00
Vendor: 1223 GA6002710	METIRI ANALYTICAL GROUP INC UCMR Testing	05/31/2026	725.25	Payable Count: (1)	725.25 725.25

Board Open Payable Report

As Of 06/12/2026

Payable Number	Description	Post Date	Payable Amount		Net Amount
Vendor: 2189	NCPERS Group Life Ins.			Payable Count: (3)	132.84
INV0008948	NCPERS - IMRF 6641	05/08/2026	44.28		44.28
INV0008973	NCPERS - IMRF 6641	05/22/2026	44.28		44.28
INV0008995	NCPERS - IMRF 6641	06/05/2026	44.28		44.28
Vendor: 1110	NEWARK ELEMENT14			Payable Count: (1)	15.80
38729585	Maintenance Supplies	05/28/2026	15.80		15.80
Vendor: 2585	North American Rescue, LLC			Payable Count: (1)	2,151.40
IN985915	Bleeding Control Cases and Kits	06/09/2026	2,151.40		2,151.40
Vendor: 1898	OPERATING ENGINEERS LOCAL NO. 399			Payable Count: (1)	895.15
INV0009010	LOCAL 399 - UNION DUES	05/31/2026	895.15		895.15
Vendor: 2439	Painters Inc.			Payable Count: (1)	8,240.00
2701	Painting of Pump #8 Base and Supports	05/28/2026	8,240.00		8,240.00
Vendor: 2396	RAFTELIS			Payable Count: (1)	13,531.25
46128	Professional Services: April 2026	05/20/2026	13,531.25		13,531.25
Vendor: 2473	Reliable High Performance Products, Inc.			Payable Count: (1)	1,472.92
DUPAGEWCMA26	Uniforms	05/31/2026	1,472.92		1,472.92
Vendor: 1263	SKARSHAUG TESTING LABORATORY, INC.			Payable Count: (1)	475.85
295648	Electrical Boot & Glove Testing	05/31/2026	475.85		475.85
Vendor: 1773	STAPLES ADVANTAGE			Payable Count: (1)	173.19
6064912043	Office Supplies	05/31/2026	173.19		173.19
Vendor: 2269	SUNBELT RENTALS, INC.			Payable Count: (1)	534.25
184760461-0001	Mower Rental for Northbrook	06/09/2026	534.25		534.25
Vendor: 1726	SUPERIOR INDUSTRIAL EQUIPMENT CO			Payable Count: (1)	1,689.88
26-2245	HLP #6 Service	06/09/2026	1,689.88		1,689.88
Vendor: 2359	U.S. UPFITTERS			Payable Count: (1)	500.00
PS-INV134697	Running Board Removal/Strobe Light Reinstall	05/20/2026	500.00		500.00
Vendor: 1300	VOSS EQUIPMENT, INC.			Payable Count: (1)	303.18
101283771	Annual Forklift Inspection	05/28/2026	303.18		303.18
Vendor: 2096	William A. Fates			Payable Count: (1)	1,666.67
INV0009009	Service as Treasurer: June 2026	06/04/2026	1,666.67		1,666.67
			Payable Account 01-211000	Payable Count: (39) Total:	11,946,720.56
Payable Account: 01-211030 - ACCTS PAYABLE - CONSTRUCTION					
Vendor: 1179	CHICAGO TRIBUNE			Payable Count: (1)	3,604.00
CTA64137	Legal Notice - MS 22/25	05/31/2026	3,604.00		3,604.00
			Payable Account 01-211030	Payable Count: (1) Total:	3,604.00

Payable Account Summary

Account	Count	Amount
01-211000 - ACCOUNTS PAYABLE	39	11,946,720.56
01-211030 - ACCTS PAYABLE - CONSTRUCTION	1	3,604.00
Report Total:	40	11,950,324.56

Payable Fund Summary

Fund		Amount
01 - WATER FUND	40	11,950,324.56
Report Total:	40	11,950,324.56

DUPAGE WATER COMMISSION
ITEMS TO BE PAID BY 7-16-26
Board Meeting Date: June 18, 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	Dynegy - 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			
500.00	Procurement Card Charges - \$325 Travel, \$50 Books & Publications \$75 Pipeline Supplies, \$50 Computers			
3,000.00	Procurement Card Charges - \$50 Admin, \$475 Conferences, \$250 Personnel \$875 Repairs & Maint, \$150 Dues; \$1200 Travel			
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			
5,000.00	AL Warren - Fuel			
600.00	Tosh ba - 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	Scoper 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			
150,000.00	A/C Service & Repair - Rebuild Cone Valve for HLP (4 of 9)			
50,000.00	A/C Service & Repair - Rebuild Cone Valve for HLP (3 of 9)			
4,000.00	Barricade Lites - Traffic Control for ROVs			
300.00	Batteries Plus - Batteries			
1,500.00	Beary - Remote Site Weed Removal			
4,200.00	Beary - Irrigation Repairs			
2,000.00	Beary - Tanksite Landscaping			
4,000.00	Beary - Landscaping			
2,000.00	Bedrock - Landscaping			
50,000.00	Burns & McDonnell - HLP Performance Evaluations			
200,000.00	CDM Smith - Engineering Services for MVSWGR			
4,800.00	Concentric - Cisco Smartnet Renewals			
8,000.00	Concentric - Switchgear Improvement Project			
100,000.00	Currie Motors - Ford Explorer via SPC Contract #204			
100.00	Denis Cuvalo - Expense Reimb			
9,000.00	Door Systems - Repairs to Sliding Gate #2			
7,000.00	Dwyer Instruments - Digital Hydronic Manometer Kits			
500.00	Ebel's Ace Hardware - Project Supplies			

**DUPAGE WATER COMMISSION
ITEMS TO BE PAID BY 7-16-26
Board Meeting Date: June 18, 2026**

600.00	E H Wachs - Repairs to Unit 35's Valve Operator
1,800.00	General Communications - Plaza Towers Antenna & Radio Assessment
2,000.00	Home Depot - Project Supplies
3,000.00	IFMA/Mike Weed - WW Conference Registration & Estimated Expenses
3,000.00	Krueger Tower - Antenna System Inspection & Maintenance
2,500.00	Lesman - Differential Pressure Single Flange Manifolds
1,500.00	McMaster Carr - Tarps/Straps for Pipes
100.00	McMaster Carr - Door Hardware for Restroom Stall
300.00	McMaster Carr - Ratchet Straps for Display Pipe on Trailer
100.00	McMaster Carr - Sight Glass for HLPs and Motors
20,000.00	Mecon - Rigging Service for Cone Valve Replacement
25,000.00	MES - Gas Monitors for Confined Space Entries
1,000.00	Mike Weed/Bill Wegner - Expense Reimb for Cone Valve Witness Testing
300.00	Mike Weed/Bill Wegner - Expense Reimb for Cone Valve Witness Testing
1,700.00	Neuco - Spare Parts for Parco Cabinets
500.00	Neuco - Condensate Neutralizers for DWC Drains
8,000.00	Northbrook - Pond Filling Expenses
900.00	Office Depot - Office Supplies
600.00	Outdoor Wireless Networks - Annual Service for Frequency Protection
1,100.00	Program One - Window Cleaning
300.00	Redwing - Safety Shoes: Chapman
300.00	Redwing - Safety Shoes: Castaneda
6,800.00	Rossi - Assistance to Unload 54 in Pipe for WaterLink
100.00	Roesch Ford - Vehicle Maint
17,000.00	Schneider - Annual BAS Service Agreement
4,500.00	Schneider - Temp & Humidity and CO2 Sensor Replacement
1,500.00	Specialty Mat - Mat Service
200.00	Staples - Office Supplies
20,000.00	Superior - HLP & Mechanical Seal Service
60,000.00	Superior - HLP
95,000.00	Sutton Ford - 2026 F250 Utility Vehicle (Contract #221)
11,000.00	SwansonFlo - Foxboro Differential Pressure Transmitters
2,000.00	Weld All - Valve Stems for Yard Piping
2,500.00	Xerox - EAM Email Routing on Relay Server
20,000.00	Julie - Quarterly Service
3,000.00	Commissioner Checks
25,000.00	Mercer
75,000.00	Concor - Source Water Project
10,000.00	Tai Ginsberg - Source Water Project
10,000.00	Marquardt
1,110,000.00	Baxter & Woodman/Boller Construction - SCADA
20,000.00	Carollo - SCADA
40,000.00	Strand - SCADA
3,000.00	General Communications - Plaza 35 Assessment
10,000.00	Benchmark - R-24-26 Final Invoice
18,500.00	Neri - R-41-26
10,000.00	V3 - Traffic Control Engineering
<hr/>	
3,173,025.00	
	WaterLink
300.00	Barricade Lites - Sandbags
20,000.00	Schirott, Luetkehans & Gamer, LLC - MOY
600,000.00	LAN - Waterlink Phase II
150,000.00	LAN - Waterlink Owner's Advisor
5,250,000.00	Benchmark/D.Construction - TW-6/25 Section 1, 3 & 4
5,000.00	Airy's - WaterLink Construction – Section 2A Construction, #3
10,000.00	Airy's - WaterLink Construction – Section 2B Construction, #3
5,000.00	Airy's - WaterLink Construction – Section 2C Construction, #2
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
100,000.00	Robinson Eng - WaterLink – Construction Staking
10,000.00	Arcadis - WaterLink ECOC
40,000.00	IEPA - Permit Fees - 401 Water Quality Certification
<hr/>	
6,890,000.00	
<hr/>	
10,063,025.00	



Resolution #: O-19-26

Account: 01-80-852010

Approvals: *Author / Manager / Finance / Admin*

JL JML CAP PDM

REQUEST FOR BOARD ACTION

Date: 6/11/2026

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-19-26 would authorize the General Manager, his staff and the Commission's attorneys and consultants to initiate negotiations for the acquisition of easements determined to be necessary to construct the WaterLink Pipeline Project.

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

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

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

Recommended Motion:

To adopt Ordinance No. O-19-26

DUPAGE WATER COMMISSION

ORDINANCE NO. O-19-26

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

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

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

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

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

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

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

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

WHEREAS, in accordance with the property ownership disclosure requirement imposed on units of local government as set forth in 50 ILCS 105/3.1, the Commission has obtained title commitments identifying the record title holders of the real estate described in the attached Exhibits 1 through 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-19-26.docx

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

_____, a _____,
their successors, assigns, heirs, administrators and executors (hereinafter collectively referred to as "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, in hand paid by DUPAGE WATER COMMISSION, a County Water Commission organized and operating under the Water Commission Act of 1985 (70 ILCS 3720) (hereinafter "Grantee"), the sufficiency and receipt of which is hereby acknowledged, do hereby give and grant unto said Grantee, its successors and assigns, a perpetual, exclusive easement and right-of-way for the purpose of laying, installing, maintaining, operating, renewing, repairing, replacing and removing water mains, manholes and manhole structures, control cabinets and other facilities and equipment related thereto (hereinafter "Grantee's Facilities"), in, upon, under, along and across the following described property (hereinafter "Easement Premises"), whether below grade or above grade:

SEE EXHIBIT "A" ATTACHED HERETO.

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

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

To the fullest extent permitted by law, the Grantee agrees to indemnify, defend and hold Grantor, its officers, directors, employees and tenants harmless from and against all liability, claims, damages, losses and reasonable expenses arising out of or resulting from the Easement Agreement, excepting, however, any such matters which arise out of the acts or omissions of Grantor or their agents, employees, successors, assigns,

heirs, administrators, executors or affiliates.

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

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

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

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

[OWNER NAME]

GRANTEE: DUPAGE WATER COMMISSION,
a County Water Commission organized and
operating under the Water Commission Act of 1985
(70 ILCS 3720)

By: Paul May, General Manager

ATTEST:

By: Danna Mundall, Clerk

This document prepared by
and returned to:

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

Property Address:

County: _____

Parcel No: _____

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 _____, as _____ of Grantor, 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 he/she signed, sealed and delivered the said instrument as his/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 DuPAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY Paul May, as General Manager, and Danna Mundall, as Clerk of the DuPage Water Commission, a County Water Commission organized and operating under the Water Commission Act of 1985 (70 ILCS 3720), personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their 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
8-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0226 Permanent
Easement 1

Index No.: 03-08-101-004
03-07-228-009

That part of the Northeast Quarter of Section 7, and the Northwest Quarter of Section 8, all 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:

Commencing at the northwest corner of Outlot A in Marina Terrace, a subdivision of part of said Northeast Quarter of Section 7 and part of said Northwest Quarter of Section 8, in said Township 37 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded as Document Number 150329; thence South 83 degrees 51 minutes 30 seconds East along the northerly line of said Outlot A, a distance of 24.79 feet, to the easterly line of a tract described in a deed to the Commonwealth Edison Company recorded as Document Number R73-5156 on October 16, 1973 also being a line 163.00 feet northwesterly of and parallel with the northeasterly prolongation of the northwesterly line of said Marina Terrace; thence continuing South 83 degrees 51 minutes 30 seconds East along said northerly line of Outlot A, a distance 45.88 feet, to the Point of Beginning; thence continuing South 83 degrees 51 minutes 30 seconds East along said northerly line and the northerly line of said Marina Terrace and along the northerly line of Unit Two Marina Terrace, being a subdivision of part of said Northeast Quarter of Section 7 and part of said Northwest Quarter of Section 8, in said Township 37 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded as Document Number 153361, a distance of 1120.82 feet, to the westerly line of a 20 foot wide easement to Illinois-American Water Company per Document Number 2012-00024687; thence northerly along said westerly line being a non-tangential curve to the right, having a radius of 7692.50 feet, an arc length of 20.14 feet, a chord bearing of North 00 degrees 34 minutes 39 seconds West, and a chord distance of 20.14 feet, to a line 20.00 feet northerly of and parallel with said northerly lines of Marina Terrace and Unit Two Marina Terrace; thence North 83 degrees 51 minutes 30 seconds West along said parallel lines a distance of 1111.83 feet; thence North 47 degrees 10 minutes 28 seconds West a distance of 30.16 feet, to a point on said easterly line of a tract described in a

deed to the Commonwealth Edison Company recorded as Document Number R73-5156 which point is 44.71 feet northerly of said northerly line of Marina Terrace, as measured along said easterly line; thence South 42 degrees 50 minutes 04 seconds West along said easterly line a distance of 20.00 feet; thence South 47 degrees 10 minutes 28 seconds East a distance of 36.79 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 0.528 acres, more or less or 22,998 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 organized and operating under the Water Commission Act of 1985 (70 ILCS 3720) (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 Ten and No/100 Dollars (\$10.00), and other good and valuable consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the

Temporary Construction Easement Exhibit (the “Temporary Easement Area”), attached hereto as Exhibit A, to complete the construction and installation of the Facilities. Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor’s access, as currently existing, to the Grantor’s property in exercising its rights granted herein.

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

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

5. Restoration. Grantee shall restore that portion of Grantor’s property damaged and/or disturbed by Grantee during the original installation of Grantee’s facilities on the Temporary Easement Area to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor’s property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor’s sign(s) and/or mailbox(es) in or near the Temporary Easement Area may be temporarily

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

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

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

8. **Release of Claims; Indemnity.** Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, Grantor's beneficiary(ies) and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "Grantor Indemnitees") from any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for

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

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

9. Exceptions. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

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

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

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

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

If to GRANTOR:

Email:

with a copy to:

Email:

If to GRANTEE:

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

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

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

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

[Signatures on following pages]

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

GRANTOR:

PO NAME

By: _____
Signature

Print Name and Title

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

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
pal@lbgalaw.com
630-773-8500

GRANTEE:

DUPAGE WATER COMMISSION,
a County Water Commission organized and
operating under the Water Commission Act of
1985 (70 ILCS 3720)

By: _____

Its: _____

Property Address:

County: _____

Parcel No: _____

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 _____, as _____ of Grantor, 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 he/she signed, sealed and delivered the said instrument as his/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 _____, as _____ of the DuPage Water Commission, a County Water Commission organized and operating under the Water Commission Act of 1985 (70 ILCS 3720), 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 he/she signed, sealed and delivered the said instrument as his/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 of Temporary Easement Area

Route: TW-6/25 (Section 3)
Section: 7-37-8
8-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0226 Temporary
Easement1

Index No.: 03-08-101-004
03-07-228-009

That part of the Northeast Quarter of Section 7, and the Northwest Quarter of Section 8, all 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:

Commencing at the northwest corner of Outlot A in Marina Terrace, a subdivision of part of said Northeast Quarter of Section 7 and part of said Northwest Quarter of Section 8, in said Township 37 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded as Document Number 150329; thence South 83 degrees 51 minutes 30 seconds East along the northerly line of said Outlot A, a distance of 24.79 feet, to the easterly line of a tract described in a deed to the Commonwealth Edison Company recorded as Document Number R73-5156 on October 16, 1973 also being a line 163.00 feet northwesterly of and parallel with the northeasterly prolongation of the northwesterly line of said Marina Terrace; thence continuing South 83 degrees 51 minutes 30 seconds East along said northerly line of Outlot A and the northerly line of said Marina Terrace and along the northerly line of Unit Two Marina Terrace, being a subdivision of part of said Northeast Quarter of Section 7 and part of said Northwest Quarter of Section 8, in said Township 37 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded as Document Number 153361, a distance of 1166.70 feet, to the westerly line of a 20 foot wide easement to Illinois-American Water Company per Document Number 2012-00024687; thence northerly along said westerly line being a non-tangential curve to the right, having a radius of 7692.50 feet, an arc length of 20.14 feet, a chord bearing of North 00 degrees 34 minutes 39 seconds West, and a chord distance of 20.14 feet, to a line 20.00 feet northerly of and parallel with said northerly lines of Marina Terrace and Unit Two Marina Terrace and the Point of Beginning; thence North 83 degrees 51 minutes 30 seconds West along said parallel lines a distance of 1111.83 feet; thence North 47 degrees 10 minutes 28 seconds West a distance of 30.16 feet, to a point on said easterly line of a tract described in a deed to the Commonwealth Edison Company recorded as Document Number R73-5156

which point is 44.71 feet northerly of said northerly line of Marina Terrace, as measured along said easterly line; thence North 42 degrees 50 minutes 04 seconds East along said easterly line a distance of 60.00 feet; thence South 47 degrees 10 minutes 28 seconds East a distance of 10.26 feet, to a line 80.00 feet northerly of and parallel with said northerly lines of Marina Terrace and Unit Two Marina Terrace; thence South 83 degrees 51 minutes 30 seconds East along said parallel line a distance of 1085.19 feet, to said westerly line of a 20 foot wide easement to Illinois-American Water Company per Document Number 2012-00024687; thence southerly along said westerly line being a non-tangential curve to the left, having a radius of 7692.50 feet, an arc length of 60.38 feet, a chord bearing of South 00 degrees 16 minutes 40 seconds East, and a chord distance of 60.38 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 1.541 acres, more or less or 67,122 square feet more or less.

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

_____, a _____,
their successors, assigns, heirs, administrators and
executors (hereinafter collectively referred to as
“Grantor”), for and in consideration of the sum of
Ten and No/100 Dollars (\$10.00), and other good
and valuable consideration, in hand paid by
DUPAGE WATER COMMISSION, a County
Water Commission organized and operating under
the Water Commission Act of 1985 (70 ILCS
3720) (hereinafter “Grantee”), the sufficiency and
receipt of which is hereby acknowledged, do
hereby give and grant unto said Grantee, its
successors and assigns, a perpetual, exclusive
easement and right-of-way for the purpose of laying, installing, maintaining, operating, renewing, repairing,
replacing and removing water mains, manholes and manhole structures, control cabinets and other facilities
and equipment related thereto (hereinafter “Grantee’s Facilities”), in, upon, under, along and across the
following described property (hereinafter “Easement Premises”), whether below grade or above grade:

SEE EXHIBIT “A” ATTACHED HERETO.

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

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

To the fullest extent permitted by law, the Grantee agrees to indemnify, defend and hold Grantor, its officers,
directors, employees and tenants harmless from and against all liability, claims, damages, losses and
reasonable expenses arising out of or resulting from the Easement Agreement, excepting, however, any such
matters which arise out of the acts or omissions of Grantor or their agents, employees, successors, assigns,

heirs, administrators, executors or affiliates.

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

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

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

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

[OWNER NAME]

GRANTEE: DUPAGE WATER COMMISSION,
a County Water Commission organized and
operating under the Water Commission Act of 1985
(70 ILCS 3720)

By: Paul May, General Manager

ATTEST:

By: Danna Mundall, Clerk

This document prepared by
and returned to:

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

Property Address:

County: _____

Parcel No: _____

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 _____, as _____ of Grantor, 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 he/she signed, sealed and delivered the said instrument as his/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 DuPAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY Paul May, as General Manager, and Danna Mundall, as Clerk of the DuPage Water Commission, a County Water Commission organized and operating under the Water Commission Act of 1985 (70 ILCS 3720), personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their 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: 0226 Permanent
Easement 2

Index No.: 03-07-202-009

That part of the Northeast Quarter of Section 7, all 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:

Commencing at the northwest corner of Outlot A in Marina Terrace, a subdivision of part of said Northeast Quarter of Section 7 and part of the Northwest Quarter of Section 8, in said Township 37 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded as Document Number 150329; thence North 83 degrees 51 minutes 30 seconds West along the northwesterly prolongation of the northerly line of said Marina Terrace also being the southerly line of Burnell Property per deed recorded February 1, 1957, as Document Number 117622 a distance of 161.00 feet, to the northerly prolongation of the easterly line of Commerce Road per Document Number 165394 and the Point of Beginning; thence South 42 degrees 50 minutes 04 seconds West along said northerly prolongation a distance of 551.18 feet, to a point that is 440.00 feet north of the most easterly 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, as measured along said northerly prolongation; 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 North 42 degrees 50 minutes 04 seconds East along a line 33.00 feet northerly of and parallel with said northerly prolongation of the easterly line of Commerce Road a distance of 526.39 feet, to said northwesterly prolongation of the northerly line of Marina Terrace also being the southerly line of said Burnell Property; thence South 83 degrees 51 minutes 30 seconds East along said line a distance of 41.15 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 0.408 acres, more or less or 17,780 square feet more or less.

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

_____, a _____,
their successors, assigns, heirs, administrators and executors (hereinafter collectively referred to as "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, in hand paid by DUPAGE WATER COMMISSION, a County Water Commission organized and operating under the Water Commission Act of 1985 (70 ILCS 3720) (hereinafter "Grantee"), the sufficiency and receipt of which is hereby acknowledged, do hereby give and grant unto said Grantee, its successors and assigns, a perpetual, exclusive easement and right-of-way for the purpose of laying, installing, maintaining, operating, renewing, repairing, replacing and removing water mains, manholes and manhole structures, control cabinets and other facilities and equipment related thereto (hereinafter "Grantee's Facilities"), in, upon, under, along and across the following described property (hereinafter "Easement Premises"), whether below grade or above grade:

SEE EXHIBIT "A" ATTACHED HERETO.

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

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

To the fullest extent permitted by law, the Grantee agrees to indemnify, defend and hold Grantor, its officers, directors, employees and tenants harmless from and against all liability, claims, damages, losses and reasonable expenses arising out of or resulting from the Easement Agreement, excepting, however, any such matters which arise out of the acts or omissions of Grantor or their agents, employees, successors, assigns,

heirs, administrators, executors or affiliates.

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

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

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

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

[OWNER NAME]

GRANTEE: DUPAGE WATER COMMISSION,
a County Water Commission organized and
operating under the Water Commission Act of 1985
(70 ILCS 3720)

By: Paul May, General Manager

ATTEST:

By: Danna Mundall, Clerk

This document prepared by
and returned to:

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

Property Address:

County: _____

Parcel No: _____

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 _____, as _____ of Grantor, 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 he/she signed, sealed and delivered the said instrument as his/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 DuPAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY Paul May, as General Manager, and Danna Mundall, as Clerk of the DuPage Water Commission, a County Water Commission organized and operating under the Water Commission Act of 1985 (70 ILCS 3720), personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

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

Notary Public

EXHIBIT A

Legal Description/Depiction of Permanent Easement Area

Route: FW-1/25-Section 2
Section: 25-37-7
County: Kendall
Job No.: 23-R0494
Parcel: 0412 Permanent Easement

Index No.: 02-25-200-006
03-30-200-009

That part of the Northwest Quarter and the Northeast Quarter of Section 25, Township 37 North, Range 7 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Beginning at the northwest corner of property conveyed per Warranty Deed recorded January 29, 2015 as Document Number 2015-00001487; thence North 88 degrees 08 minutes 30 seconds East along the north line of said property conveyed per Warranty Deed a distance of 849.79 feet, to the west line of property conveyed to the County of Kendall per Warranty Deed recorded July 27, 2022 as Document Number 2022-00012679; thence South 01 degrees 52 minutes 57 seconds East along said east line a distance of 25.33 feet; thence South 88 degrees 53 minutes 08 seconds West a distance of 849.98 feet, to the west line of said property conveyed per Warranty Deed Document Number 2015-00001487; thence North 01 degrees 25 minutes 49 seconds West along said west line a distance of 14.30 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.387 acres, more or less or 16,838 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 organized and operating under the Water Commission Act of 1985 (70 ILCS 3720) (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 Ten and No/100 Dollars (\$10.00), and other good and valuable consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the

Temporary Construction Easement Exhibit (the “Temporary Easement Area”), attached hereto as Exhibit A, to complete the construction and installation of the Facilities. Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor’s access, as currently existing, to the Grantor’s property in exercising its rights granted herein.

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

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

5. **Restoration.** Grantee shall restore that portion of Grantor’s property damaged and/or disturbed by Grantee during the original installation of Grantee’s facilities on the Temporary Easement Area to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor’s property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor’s sign(s) and/or mailbox(es) in or near the Temporary Easement Area may be temporarily

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

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

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

8. **Release of Claims; Indemnity.** Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, Grantor's beneficiary(ies) and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "Grantor Indemnites") from any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for

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

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

9. Exceptions. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

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

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

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

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

If to GRANTOR:

Email:

with a copy to:

Email:

If to GRANTEE:

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

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

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

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

[Signatures on following pages]

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

GRANTOR:

PO NAME

By: _____
Signature

Print Name and Title

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

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
pal@lbgalaw.com
630-773-8500

GRANTEE:

DUPAGE WATER COMMISSION,
a County Water Commission organized and
operating under the Water Commission Act of
1985 (70 ILCS 3720)

By: _____

Its: _____

Property Address:

County: _____

Parcel No: _____

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 _____, as _____ of Grantor, 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 he/she signed, sealed and delivered the said instrument as his/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 _____, as _____ of the DuPage Water Commission, a County Water Commission organized and operating under the Water Commission Act of 1985 (70 ILCS 3720), 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 he/she signed, sealed and delivered the said instrument as his/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 of Temporary Easement Area

Route: FW-1/25-Section 2
Section: 25-37-7
County: Kendall
Job No.: 23-R0494
Parcel: 0412 Temporary Easement

Index No.: 02-25-200-006
03-30-200-009

That part of the Northwest Quarter and the Northeast Quarter of Section 25, Township 37 North, Range 7 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northwest corner of property conveyed per Warranty Deed recorded January 29, 2015 as Document Number 2015-00001487; thence North 88 degrees 08 minutes 30 seconds East along the north line of said property conveyed per Warranty Deed a distance of 849.79 feet, to the west line of property conveyed to the County of Kendall per Warranty Deed recorded July 27, 2022 as Document Number 2022-00012679; thence South 01 degrees 52 minutes 57 seconds East along said east line a distance of 25.33 feet, to the Point of Beginning; thence South 88 degrees 53 minutes 08 seconds West a distance of 849.98 feet, to a point on the west line of said property conveyed per Warranty Deed Document Number 2015-00001487, which point is 14.30 feet south of said northwest corner of property conveyed per Warranty Deed recorded July 27, 2022 as Document Number 2022-00012679; thence South 01 degrees 25 minutes 49 seconds East along said west line a distance of 47.50 feet; thence North 88 degrees 53 minutes 08 seconds East along a distance of 1005.30 feet; thence North 01 degrees 06 minutes 52 seconds West a distance of 20.80 feet, to the west most south line of said property conveyed to the County of Kendall per Warranty Deed recorded July 27, 2022 as Document Number 2022-00012679; thence South 88 degrees 07 minutes 03 seconds West along said west most south line a distance of 155.21 feet, to said west line of property conveyed to the County of Kendall per Warranty Deed recorded July 27, 2022 as Document Number 2022-00012679; thence North 01 degrees 52 minutes 57 seconds West along said west line a distance of 28.78 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 0.997 acres, more or less or 43,447 square feet, more or less.



Resolution #: O-20-26

Account: 01-80-852010

Approvals: *Author / Manager / Finance / Admin*

JL JML CAP PDM

REQUEST FOR BOARD ACTION

Date: 6/11/2026

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

Agenda Section: Engineering & Construction

Originating Department: Engineering

Ordinance No. O-20-26 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-20-26 are those that have already been negotiated, with an amount of compensation having been agreed upon by both parties, pending Board approval.

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

Recommended Motion:

To adopt Ordinance No. O-20-26

DUPAGE WATER COMMISSION

ORDINANCE NO. O-20-26

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

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

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

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

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

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

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

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

WHEREAS, the Board of Commissioners of the Commission find that the easements over the parcels of real estate as described in the attached Exhibits 1 through 6 (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-10-25 and O-1-26 empowering the General Manager, his staff and the Commission's attorneys to take the necessary steps, either by negotiation or condemnation, to acquire the easements over the Subject Properties as set forth in Exhibits 1 through 6 (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 6; and

WHEREAS, the Commission has determined that the total cost for the purchase of the Easements in the amount of \$370,000.00 is reasonable; and

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

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

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

SECTION TWO: That it is necessary and desirable that the Easements described in Exhibits 1 through 6 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 6.

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-20-26.docx

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

_____, a _____,
their successors, assigns, heirs, administrators and executors (hereinafter collectively referred to as "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, in hand paid by DUPAGE WATER COMMISSION, a County Water Commission organized and operating under the Water Commission Act of 1985 (70 ILCS 3720) (hereinafter "Grantee"), the sufficiency and receipt of which is hereby acknowledged, do hereby give and grant unto said Grantee, its successors and assigns, a perpetual, exclusive easement and right-of-way for the purpose of laying, installing, maintaining, operating, renewing, repairing, replacing and removing water mains, manholes and manhole structures, control cabinets and other facilities and equipment related thereto (hereinafter "Grantee's Facilities"), in, upon, under, along and across the following described property (hereinafter "Easement Premises"), whether below grade or above grade:

SEE EXHIBIT "A" ATTACHED HERETO.

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

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

To the fullest extent permitted by law, the Grantee agrees to indemnify, defend and hold Grantor, its officers, directors, employees and tenants harmless from and against all liability, claims, damages, losses and reasonable expenses arising out of or resulting from the Easement Agreement, excepting, however, any such matters which arise out of the acts or omissions of Grantor or their agents, employees, successors, assigns,

heirs, administrators, executors or affiliates.

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

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

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

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

[OWNER NAME]

GRANTEE: DUPAGE WATER COMMISSION,
a County Water Commission organized and
operating under the Water Commission Act of 1985
(70 ILCS 3720)

By: Paul May, General Manager

ATTEST:

By: Danna Mundall, Clerk

This document prepared by
and returned to:

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

Property Address:

County: _____

Parcel No: _____

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 _____, as _____ of Grantor, 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 he/she signed, sealed and delivered the said instrument as his/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 DuPAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY Paul May, as General Manager, and Danna Mundall, as Clerk of the DuPage Water Commission, a County Water Commission organized and operating under the Water Commission Act of 1985 (70 ILCS 3720), personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their 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: 2-37-8
10-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0204 Permanent Easement

Index No.: 03-03-400-004
03-03-400-005
03-10-200-005

That part of the East Half of the Southeast Quarter of Section 3, and Northeast Quarter of the Northeast Quarter of Section 10, all 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:

Commencing at the southeast corner of said Section 3; thence North 00 degrees 54 minutes 38 seconds West along the east line of said Southeast Quarter of Section 3 a distance of 80.37 feet, to a point 2573.95 feet south of the northeast corner of said Southeast Quarter of Section 3, and the Point of Beginning; thence continuing North 00 degrees 54 minutes 38 seconds West along said east line a distance of 24.31 feet; thence South 54 degrees 26 minutes 49 seconds West along a line 20.00 feet northerly of and parallel with a line drawn from said Point of Beginning through a point 83.67 feet northwesterly of the center line of U.S. Route 34, as measured along the northerly line of a Commonwealth Edison right of way, a distance of 272.26 feet, to a line 25.00 feet northerly of and parallel with said northerly line of a Commonwealth Edison right of way; thence North 80 degrees 10 minutes 30 seconds West along said parallel line a distance of 392.31 feet, to line 25.00 north of and parallel with said south line of the Southeast Quarter of Section 3; thence South 88 degrees 54 minutes 01 seconds West along said parallel line a distance of 13.06 feet, to a line 622.50 feet west of and parallel with said east line of the Southeast Quarter of Section 3, as measured along said south line of the Southeast Quarter of Section 3; thence South 00 degrees 54 minutes 38 seconds East along said parallel line a distance of 25.00 feet, to said south line of the Southeast Quarter of Section 3; thence North 88 degrees 54 minutes 01 seconds East along said south line a distance of 10.75 feet, to said northerly line of a Commonwealth Edison right of way; thence South 80 degrees 10 minutes 30 seconds East along said northerly line a distance of 393.35 feet, to said point 83.67 feet northwesterly of the center line of U.S. Route 34 as measured along the northerly line of a Commonwealth Edison right of way; thence North 54 degrees 26 minutes 49 seconds East a distance of 273.83 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 0.358 acres, more or less or 15,579 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 organized and operating under the Water Commission Act of 1985 (70 ILCS 3720) (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 Ten and No/100 Dollars (\$10.00), and other good and valuable consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the

Temporary Construction Easement Exhibit (the “Temporary Easement Area”), attached hereto as Exhibit A, to complete the construction and installation of the Facilities. Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor’s access, as currently existing, to the Grantor’s property in exercising its rights granted herein.

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

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

5. **Restoration.** Grantee shall restore that portion of Grantor’s property damaged and/or disturbed by Grantee during the original installation of Grantee’s facilities on the Temporary Easement Area to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor’s property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor’s sign(s) and/or mailbox(es) in or near the Temporary Easement Area may be temporarily

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

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

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

8. **Release of Claims; Indemnity.** Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, Grantor's beneficiary(ies) and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "Grantor Indemnitees") from any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for

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

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

9. Exceptions. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

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

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

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

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

If to GRANTOR:

Email:

with a copy to:

Email:

If to GRANTEE:

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

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

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

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

[Signatures on following pages]

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

GRANTOR:

PO NAME

By: _____
Signature

Print Name and Title

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

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
pal@lbgalaw.com
630-773-8500

GRANTEE:

DUPAGE WATER COMMISSION,
a County Water Commission organized and
operating under the Water Commission Act of
1985 (70 ILCS 3720)

By: _____

Its: _____

Property Address:

County: _____

Parcel No: _____

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 _____, as _____ of Grantor, 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 he/she signed, sealed and delivered the said instrument as his/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 _____, as _____ of the DuPage Water Commission, a County Water Commission organized and operating under the Water Commission Act of 1985 (70 ILCS 3720), 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 he/she signed, sealed and delivered the said instrument as his/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 of Temporary Easement Area

Route: TW-6/25 (Section 3)
Section: 2-37-8
10-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0204 Temporary
Easement
Index No.: 03-03-400-004
03-03-400-005
03-10-200-005

That part of the East Half of the Southeast Quarter of Section 3, and Northeast Quarter of the Northeast Quarter of Section 10, all 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:

Commencing at the southeast corner of said Section 3; thence North 00 degrees 54 minutes 38 seconds West along the east line of said Southeast Quarter of Section 3 a distance of 80.37 feet, to a point 2573.95 feet south of the northeast corner of said Southeast Quarter of Section 3; thence continuing North 00 degrees 54 minutes 38 seconds West along said east line a distance of 24.31 feet, to the Point of Beginning; thence South 54 degrees 26 minutes 49 seconds West along a line 20.00 feet northerly of and parallel with a line drawn from said Point of Beginning through a point 83.67 feet northwesterly of the center line of U.S. Route 34, as measured along the northerly line of a Commonwealth Edison right of way, a distance of 272.26 feet, to a line 25.00 feet northerly of and parallel with said northerly line of a Commonwealth Edison right of way; thence North 80 degrees 10 minutes 30 seconds West along said parallel line a distance of 392.31 feet, to line 25.00 north of and parallel with said south line of the Southeast Quarter of Section 3; thence South 88 degrees 54 minutes 01 seconds West along said parallel line a distance of 13.06 feet, to a line 622.50 feet west of and parallel with said east line of the Southeast Quarter of Section 3, as measured along said south line of the Southeast Quarter of Section 3; thence North 00 degrees 54 minutes 38 seconds West along said parallel line a distance of 60.00 feet, to a line 85.00 feet north of and parallel with said south line of the Southeast Quarter of Section 3; thence North 88 degrees 54 minutes 01 seconds East along said parallel line a distance of 235.34 feet; thence South 46 degrees 06 minutes 07 seconds East a distance of 93.34 feet, to a line 19.00 feet north of and parallel with said south line of the Southeast Quarter of Section 3; thence North 88 degrees 54 minutes 01 seconds East along said parallel line a distance of 125.63 feet; thence North 54 degrees 26 minutes 49 seconds East a distance of 237.38 feet, to said east line of the Southeast Quarter of Section 3; thence South 00 degrees 54 minutes 38 seconds East along said

east line a distance of 48.62 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.937 acres, more or less or 40,830 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, control cabinets and other facilities and equipment related thereto (hereinafter “Grantee’s Facilities”), in, upon, under, along and across the following described property (hereinafter “Easement Premises”), whether below grade or above grade:

SEE EXHIBIT “A” ATTACHED HERETO.

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

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

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

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

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

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

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

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

[OWNER NAME]

GRANTEE: DUPAGE WATER COMMISSION,
a County Water Commission organized and
operating under the Water Commission Act of 1985
(70 ILCS 3720)

By: Paul May, General Manager

ATTEST:

By: Danna Mundall, Clerk

This document prepared by
and returned to:

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

Property Address:

County: _____
Parcel No: _____
PIN: _____

EXHIBIT A

Legal Description/Depiction of Permanent Easement Area

Route: FW-1/25-Section 4
TW-6/25 Section 3
Section: 12-37-7
7-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0613 Permanent Easement

Index No.: 02-12-200-005
03-07-176-001

That part of the East Half of Section 12, Township 37 North, Range 7 east of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northwest corner of the Northeast Quarter of said Section 12; thence North 87 degrees 59 minutes 37 seconds East along the north line of said Northeast Quarter a distance of 10.00 feet, to the Point of Beginning; thence continuing North 87 degrees 59 minutes 37 seconds East along said north line a distance of 15.00 feet, to a line 25.00 feet east of and parallel with the west line of said Northeast Quarter; thence South 01 degrees 10 minutes 06 seconds East along said parallel line a distance of 1292.44 feet; thence North 88 degrees 49 minutes 54 seconds East a distance of 10.00 feet, to a line 35.00 feet east of and parallel with said west line of the Northeast Quarter; thence South 01 degrees 10 minutes 06 seconds East along said parallel line a distance of 70.00 feet; thence South 88 degrees 49 minutes 54 seconds West a distance of 10.00 feet, to a line 25.00 feet east of and parallel with said west line of the Northeast Quarter; thence South 01 degrees 10 minutes 06 seconds East along said parallel line a distance of 995.04 feet; thence South 06 degrees 21 minutes 03 seconds East a distance of 40.12 feet; thence South 28 degrees 51 minutes 03 seconds East a distance of 46.53 feet; thence South 40 degrees 06 minutes 03 seconds East a distance of 16.02 feet; thence South 86 degrees 48 minutes 52 seconds East a distance of 19.87 feet; thence South 41 degrees 48 minutes 52 seconds East a distance of 40.36 feet; thence South 03 degrees 01 minutes 16 seconds West a distance of 45.63 feet, to a line 40.00 feet northerly of and parallel with the northerly line of property conveyed per deed Document Number 95-02377; thence the following 4 courses along lines 40.00 northerly of and parallel with said northerly lines of property conveyed per deed Document Number 95-02377; (1) South 86 degrees 58 minutes 44 seconds East a distance of 383.46 feet; (2) thence South 83 degrees 03 minutes 25 seconds East a distance of 503.26 feet; (3) South 77 degrees 38 minutes 10 seconds East a distance of 142.74 feet; (4) South 65 degrees 29 minutes 53 seconds East a distance of 175.85 feet, to a line 40.00 feet northerly of and parallel with the northerly line of Wormley Property recorded October 12, 1921 in Deed Book 72, Page 350; thence South 83 degrees 22 minutes 37 seconds East along said parallel line a

distance of 383.20 feet, to a non-tangential curve 40.00 feet northwesterly of and concentric with the northwesterly line of the right of way of the Chicago, Burlington and Quincy Railroad Company; thence northeasterly along said non-tangential curve to the left, having a radius of 11,369.20, an arc length of 117.52 feet, a chord bearing of North 59 degrees 11 minutes 21 seconds East, and a chord distance of 117.52 feet; thence South 30 degrees 59 minutes 04 seconds East a distance of 40.00 feet, to a non-tangential curve being the northwesterly line of said right of way of the Chicago, Burlington and Quincy Railroad Company; thence southwesterly along said non-tangential curve to the right, having a radius of 11,409.20, an arc length of 131.30 feet, a chord bearing of South 59 degrees 13 minutes 23 seconds West, and a chord distance of 131.30 feet, to said northerly line of Wormley Property recorded October 12, 1921 in Deed Book 72, Page 350; thence North 83 degrees 22 minutes 37 seconds West along said northerly line a distance of 402.92 feet, to said northerly line of property conveyed per deed Document Number 95-02377; thence the following 4 courses along northerly lines of said property conveyed per deed Document Number 95-02377; (1) North 65 degrees 29 minutes 53 seconds West a distance of 177.89 feet; (2) North 77 degrees 38 minutes 10 seconds West a distance of 136.59 feet; (3) North 83 degrees 03 minutes 25 seconds West a distance of 500.00 feet; (4) North 86 degrees 58 minutes 44 seconds West a distance of 452.94 feet, to the northwest corner of said property conveyed per deed Document Number 95-02377; thence North 07 degrees 21 minutes 03 seconds West along the northerly prolongation of the westerly line of said property conveyed per deed Document Number 95-02377 a distance of 180.95 feet, to a line 10.00 feet east of and parallel with the west line of said Northeast Quarter of Section 12; thence North 01 degrees 10 minutes 06 seconds West along said parallel line a distance of 2383.34 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 2.659 acres, more or less or 115,812 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 organized and operating under the Water Commission Act of 1985 (70 ILCS 3720) (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 Ten and No/100 Dollars (\$10.00), and other good and valuable consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the

Temporary Construction Easement Exhibit (the “Temporary Easement Area”), attached hereto as Exhibit A, to complete the construction and installation of the Facilities. Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor’s access, as currently existing, to the Grantor’s property in exercising its rights granted herein.

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

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

5. Restoration. Grantee shall restore that portion of Grantor’s property damaged and/or disturbed by Grantee during the original installation of Grantee’s facilities on the Temporary Easement Area to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor’s property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor’s sign(s) and/or mailbox(es) in or near the Temporary Easement Area may be temporarily

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

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

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

8. **Release of Claims; Indemnity.** Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, Grantor's beneficiary(ies) and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "Grantor Indemnitees") from any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for

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

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

9. Exceptions. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

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

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

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

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

If to GRANTOR:

Email:

with a copy to:

Email:

If to GRANTEE:

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

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

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

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

[Signatures on following pages]

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

GRANTOR:

PO NAME

By: _____
Signature

Print Name and Title

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

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
pal@lbgalaw.com
630-773-8500

GRANTEE:

DUPAGE WATER COMMISSION,
a County Water Commission organized and
operating under the Water Commission Act of
1985 (70 ILCS 3720)

By: _____

Its: _____

Property Address:

County: _____

Parcel No: _____

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 _____, as _____ of Grantor, 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 he/she signed, sealed and delivered the said instrument as his/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 _____, as _____ of the DuPage Water Commission, a County Water Commission organized and operating under the Water Commission Act of 1985 (70 ILCS 3720), 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 he/she signed, sealed and delivered the said instrument as his/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 of Temporary Easement Area

Route: FW-1/25-Section 4
TW-6/25 Section 3
Section: 12-37-7
7-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0613 Temporary Easement

Index No.: 02-12-200-005
03-07-176-001

That part of the East Half of Section 12, Township 37 North, Range 7 east of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northwest corner of the Northeast Quarter of said Section 12; thence North 87 degrees 59 minutes 37 seconds East along the north line of said Northeast Quarter a distance of 25.00 feet, to a line 25.00 feet east of and parallel with the west line of said Northeast Quarter and the Point of Beginning; thence South 01 degrees 10 minutes 06 seconds East along said parallel line a distance of 1292.44 feet; thence North 88 degrees 49 minutes 54 seconds East a distance of 10.00 feet, to a line 35.00 feet east of and parallel with said west line of the Northeast Quarter; thence South 01 degrees 10 minutes 06 seconds East along said parallel line a distance of 70.00 feet; thence South 88 degrees 49 minutes 54 seconds West a distance of 10.00 feet, to a line 25.00 feet east of and parallel with said west line of the Northeast Quarter; thence South 01 degrees 10 minutes 06 seconds East along said parallel line a distance of 995.04 feet; thence South 06 degrees 21 minutes 03 seconds East a distance of 40.12 feet; thence South 28 degrees 51 minutes 03 seconds East a distance of 46.53 feet; thence South 40 degrees 06 minutes 03 seconds East a distance of 16.02 feet; thence South 86 degrees 48 minutes 52 seconds East a distance of 19.87 feet; thence South 41 degrees 48 minutes 52 seconds East a distance of 40.36 feet; thence South 03 degrees 01 minutes 16 seconds West a distance of 45.63 feet, to a line 40.00 feet northerly of and parallel with the northerly line of property conveyed per deed Document Number 95-02377; thence the following 4 courses along lines 40.00 northerly of and parallel with said northerly lines of property conveyed per deed Document Number 95-02377; (1) South 86 degrees 58 minutes 44 seconds East a distance of 383.46 feet; (2) thence South 83 degrees 03 minutes 25 seconds East a distance of 503.26 feet; (3) South 77 degrees 38 minutes 10 seconds East a distance of 142.74 feet; (4) South 65 degrees 29 minutes 53 seconds East a distance of 175.85 feet, to a line 40.00 feet northerly of and parallel with the northerly line of Wormley Property recorded October 12, 1921 in Deed Book 72, Page 350; thence South 83 degrees 22 minutes 37 seconds East along said parallel line a distance of 383.20 feet, to a non-tangential curve 40.00 feet northwesterly of and concentric with the northwesterly line of the right of

way of the Chicago, Burlington and Quincy Railroad Company; thence northeasterly along said non-tangential curve to the left, having a radius of 11,369.20, an arc length of 117.52 feet, a chord bearing of North 59 degrees 11 minutes 21 seconds East, and a chord distance of 117.52 feet; thence South 30 degrees 59 minutes 04 seconds East a distance of 40.00 feet, to a point on a non-tangential curve being the northwesterly line of said right of way of the Chicago, Burlington and Quincy Railroad Company which point is an arc distance of 131.30 feet northeasterly of said northerly line of Wormley Property recorded October 12, 1921 in Deed Book 72, Page 350, as measured along said right of way line; thence northeasterly along said non-tangential curve to the left, having a radius of 11,409.20, an arc length of 60.00 feet, a chord bearing of North 58 degrees 44 minutes 34 seconds East, and a chord distance of 60.00 feet; thence North 30 degrees 59 minutes 04 seconds West a distance of 100.00 feet, to a non-tangential curve 100.00 feet northwesterly of and concentric with said northwesterly line of the right of way of the Chicago, Burlington and Quincy Railroad Company; thence southwesterly along said non-tangential curve to the right, having a radius of 11,309.20, an arc length of 156.90 feet, a chord bearing of South 58 degrees 59 minutes 09 seconds West, and a chord distance of 156.90 feet, to a line 100.00 feet northerly of and parallel with said northerly line of Wormley Property recorded October 12, 1921 in Deed Book 72, Page 350; thence North 83 degrees 22 minutes 37 seconds West along said parallel line a distance of 353.58 feet, to a line 100.00 feet northerly of and parallel with said northerly line of property conveyed per deed Document Number 95-02377; thence the following 4 courses along lines 100.00 northerly of and parallel with said northerly lines of property conveyed per deed Document Number 95-02377; (1) North 65 degrees 29 minutes 53 seconds West a distance of 172.79 feet; (2) North 77 degrees 38 minutes 10 seconds West a distance of 151.96 feet; (3) North 83 degrees 03 minutes 25 seconds West a distance of 508.16 feet; (4) North 86 degrees 58 minutes 44 seconds West a distance of 363.86 feet; thence North 28 degrees 51 minutes 03 seconds West a distance of 100.40 feet; thence North 06 degrees 21 minutes 03 seconds West a distance of 26.69 feet, to a line 80.00 feet east of and parallel with said west line of the Northeast Quarter; thence North 01 degrees 10 minutes 06 seconds West along said parallel line a distance of 937.55 feet; thence North 88 degrees 49 minutes 54 seconds East a distance of 10.00 feet, to a line 90.00 feet east of and parallel with said west line of the Northeast Quarter; thence North 01 degrees 10 minutes 06 seconds West along said parallel line a distance of 180.00 feet; thence South 88 degrees 49 minutes 54 seconds West a distance of 10.00 feet, to a line 80.00 feet east of and parallel with said west line of the Northeast Quarter; thence North 01 degrees 10 minutes 06 seconds West along said parallel line a distance of 1238.24 feet, to said north line of the Northeast Quarter; thence South 87 degrees 59 minutes 37 seconds West along said north line a distance of 55.00 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 5.611 acres, more or less or 244,405 square feet, more or less.

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

_____, a _____,
their successors, assigns, heirs, administrators and
executors (hereinafter collectively referred to as
“Grantor”), for and in consideration of the sum of
Ten and No/100 Dollars (\$10.00), and other good
and valuable consideration, in hand paid by
DUPAGE WATER COMMISSION, a County
Water Commission organized and operating under
the Water Commission Act of 1985 (70 ILCS
3720) (hereinafter “Grantee”), the sufficiency and
receipt of which is hereby acknowledged, do
hereby give and grant unto said Grantee, its
successors and assigns, a perpetual, exclusive
easement and right-of-way for the purpose of laying, installing, maintaining, operating, renewing, repairing,
replacing and removing water mains, manholes and manhole structures, control cabinets and other facilities
and equipment related thereto (hereinafter “Grantee’s Facilities”), in, upon, under, along and across the
following described property (hereinafter “Easement Premises”), whether below grade or above grade:

SEE EXHIBIT “A” ATTACHED HERETO.

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

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

To the fullest extent permitted by law, the Grantee agrees to indemnify, defend and hold Grantor, its officers,
directors, employees and tenants harmless from and against all liability, claims, damages, losses and
reasonable expenses arising out of or resulting from the Easement Agreement, excepting, however, any such
matters which arise out of the acts or omissions of Grantor or their agents, employees, successors, assigns,

heirs, administrators, executors or affiliates.

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

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

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

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

[OWNER NAME]

GRANTEE: DUPAGE WATER COMMISSION,
a County Water Commission organized and
operating under the Water Commission Act of 1985
(70 ILCS 3720)

By: Paul May, General Manager

ATTEST:

By: Danna Mundall, Clerk

This document prepared by
and returned to:

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

Property Address:

County: _____

Parcel No: _____

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 _____, as _____ of Grantor, 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 he/she signed, sealed and delivered the said instrument as his/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 DuPAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY Paul May, as General Manager, and Danna Mundall, as Clerk of the DuPage Water Commission, a County Water Commission organized and operating under the Water Commission Act of 1985 (70 ILCS 3720), personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their 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 4
Section: 12-37-7
County: Kendall
Job No.: 23-R0494
Parcel: 0619 Permanent Easement

Index No.: 02-12-179-001
02-12-304-001

That part Parcel 7 in Tuscan Station Subdivision, of part of the West Half of Section 12, Township 37 North, Range 7 East of the Third Principal Meridian, according to the plat thereof recorded March 28, 2025, as Document Number 2025-00003714, 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 Parcel 7; thence South 05 degrees 00 minutes 50 seconds West along the easterly line of said Parcel 7 a distance of 76.49 feet, to the Point of Beginning; thence North 84 degrees 59 minutes 10 seconds West a distance of 30.00 feet, to a line 30.00 feet westerly of and parallel with said easterly line of Parcel 7; thence South 05 degrees 00 minutes 50 seconds West along said parallel line a distance of 23.50 feet; thence South 84 degrees 59 minutes 10 seconds East a distance of 10.00 feet, to a line 20.00 feet westerly of and parallel with said easterly line of Parcel 7; thence South 05 degrees 00 minutes 50 seconds West along said parallel line a distance of 381.64 feet, to a line 20.00 feet west of and parallel with the east line of said Parcel 7; thence South 01 degrees 10 minutes 06 seconds East along said parallel line a distance of 14.78 feet, to the southerly line of said Parcel 7; thence North 73 degrees 35 minutes 22 seconds East along said southerly line a distance of 20.73 feet, to the southeast corner of said Parcel 7; thence North 01 degrees 10 minutes 06 seconds West along the east line of said Parcel 7 a distance of 8.25 feet, to the easterly line of said Parcel 7; thence North 05 degrees 00 minutes 50 seconds East along said easterly line a distance of 404.06 feet, to the Point of Beginning (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.196 acres, more or less or 8,557 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 organized and operating under the Water Commission Act of 1985 (70 ILCS 3720) (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 Ten and No/100 Dollars (\$10.00), and other good and valuable consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the

Temporary Construction Easement Exhibit (the “Temporary Easement Area”), attached hereto as Exhibit A, to complete the construction and installation of the Facilities. Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor’s access, as currently existing, to the Grantor’s property in exercising its rights granted herein.

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

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

5. **Restoration.** Grantee shall restore that portion of Grantor’s property damaged and/or disturbed by Grantee during the original installation of Grantee’s facilities on the Temporary Easement Area to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor’s property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor’s sign(s) and/or mailbox(es) in or near the Temporary Easement Area may be temporarily

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

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

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

8. **Release of Claims; Indemnity.** Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, Grantor's beneficiary(ies) and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "Grantor Indemnitees") from any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for

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

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

9. Exceptions. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

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

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

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

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

If to GRANTOR:

Email:

with a copy to:

Email:

If to GRANTEE:

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

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

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

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

[Signatures on following pages]

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

GRANTOR:

PO NAME

By: _____
Signature

Print Name and Title

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

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
pal@lbgalaw.com
630-773-8500

GRANTEE:

DUPAGE WATER COMMISSION,
a County Water Commission organized and
operating under the Water Commission Act of
1985 (70 ILCS 3720)

By: _____

Its: _____

Property Address:

County: _____

Parcel No: _____

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 _____, as _____ of Grantor, 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 he/she signed, sealed and delivered the said instrument as his/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 _____, as _____ of the DuPage Water Commission, a County Water Commission organized and operating under the Water Commission Act of 1985 (70 ILCS 3720), 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 he/she signed, sealed and delivered the said instrument as his/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 of Temporary Easement Area

Route: FW-1/25-Section 4
Section: 12-37-7
County: Kendall
Job No.: 23-R0494
Parcel: 0619 Temporary Easement

Index No.: 02-12-179-001
02-12-304-001

That part Parcel 7 in Tuscan Station Subdivision, of part of the West Half of Section 12, Township 37 North, Range 7 East of the Third Principal Meridian, according to the plat thereof recorded March 28, 2025, as Document Number 2025-00003714, 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 Parcel 7; thence South 05 degrees 00 minutes 50 seconds West along the easterly line of said Parcel 7 a distance of 36.49 feet, to the Point of Beginning; thence continuing South 05 degrees 00 minutes 50 seconds West along said easterly line a distance of 40.00 feet; thence North 84 degrees 59 minutes 10 seconds West a distance of 30.00 feet, to a line 30.00 feet westerly of and parallel with said easterly line of Parcel 7; thence South 05 degrees 00 minutes 50 seconds West along said parallel line a distance of 23.50 feet; thence South 84 degrees 59 minutes 10 seconds East a distance of 10.00 feet, to a line 20.00 feet westerly of and parallel with said easterly line of Parcel 7; thence South 05 degrees 00 minutes 50 seconds West along said parallel line a distance of 381.64 feet, to a line 20.00 feet west of and parallel with the east line of said Parcel 7; thence South 01 degrees 10 minutes 06 seconds East along said parallel line a distance of 14.78 feet, to a point on the southerly line of said Parcel 7, which point is 20.73 feet westerly of the southeast corner of said Parcel 7, as measured along said southerly line; thence South 73 degrees 35 minutes 22 seconds West along said southerly line a distance of 62.19 feet, to a line 80.00 feet west of and parallel with said east line of Parcel 7; thence North 01 degrees 10 minutes 06 seconds West along said parallel line a distance of 34.37 feet, to a line 80.00 feet westerly of and parallel with the easterly line of said Parcel 7; thence North 05 degrees 00 minutes 50 seconds East along said parallel line a distance of 448.38 feet; thence South 84 degrees 59 minutes 10 seconds East a distance of 80.00 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 0.662 acres, more or less or 28,846 square feet, more or less.



MEMORANDUM

To: Commissioners

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

Date: June 11, 2026

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

I reviewed the Luetkehans, Brady, Garner & Armstrong invoices for services rendered during the period of May 1, 2026 through May 31, 2026 and recommend it for approval. The invoices should be placed on the June 18, 2026 Commission meeting accounts payable.

May 2026

Luetkehans Brady Garner & Armstrong

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
General	\$4,317.50	15.70	\$275.00	Luetkehans (11.40 @ \$275/hr.) Armstrong (2.80 @275/hr.) Garner (1.20 @275/hr.) Gonzales (0.30 @275/hr)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Misc:	\$0.00 \$79.75				
Total:	\$4,397.25	15.70	\$275.00		
CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
Source Water	\$1,787.50	6.50	\$275.00	Luetkehans (5.10@275/hr.) Gonzales (1.40 @275/hr)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Misc:	\$0.00 \$ -				
Total:	\$1,787.50	6.50	\$275.00		
CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
MOY Land Acquisition	\$12,292.50	44.70	\$275.00	Luetkehans (21.70 @ \$275/hr.) Garner (16.20 @275/hr.) Gonzales (6.80 @275/hr)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Misc:	\$0.00				
Total:	\$12,292.50	44.70	\$275.00		
CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
MOY	\$467.50	1.70	\$275.00	Luetkehans (1.50 @ \$275/hr.) Armstrong (0.20 @275/hr)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Misc:	\$0.00	0.00			
Total:	\$467.50	1.70	\$275.00		
CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
Chicago Contract	\$82.50	0.30	\$275.00	Luetkehans (0.30 @ \$275/hr)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Misc:	\$0.00				
Misc:	\$0.00				
Misc:	\$0.00				
Total:	\$82.50	0.30	\$275.00		
Total of all invoices:	\$19,027.25	68.90	\$275.00		