



AGENDA – Board of Commissioners

Thursday, July 16, 2026 6:00 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 June 18, 2026 Regular Meeting of the DuPage Water Commission and the Executive Session Meeting Minutes of June 18, 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 June 2026 Treasurer's Report (Voice Vote).

- VI. Committee Reports

A. Finance Committee

1. Report of 07/16/26 Finance Committee
2. Resolution R-58-26: Authorization of Task Order #3 with Raftelis, Inc to serve as a Financial Advisor/Consultant for the Regional Source Water Initiative, at an estimated cost of \$199,785, 30% Reimbursable from NSMJAWA.

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

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

B. Administration Committee

1. Report of 07/16/26 Administration Committee
2. Request for Board Action: Business-Related Travel Expenses for one (1) Commission employee for Factory Valve Witness Testing for WaterLink Pipeline Valve Testing, in either Minnesota or Texas, over the next two (2) years.

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

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

C. Engineering & Construction Committee

1. Report of 07/16/26 Engineering & Construction Committee
2. Resolution No. R-57-26: A Resolution Awarding a Contract for the construction of the WaterLink Meter Stations and Chemical Feed Building, MS 22/25 Contract, with IHC Construction Companies, LLC, at a cost of \$13,396,000.00.

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

RECOMMENDED MOTION: To adopt item number 2 under the Engineering & Construction Committee Report section of the agenda (Roll Call)

VII. Accounts Payable

A. June 2026

1. Approval of Accounts Payable invoices received.

RECOMMENDED MOTION: To approve the Accounts Payable in the amount of \$12,281,659.35 DWC \$890,052.60 WaterLink (June 2026) subject to submission of all contractually required documentation, for invoices that have been received (Roll Call).

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

2. Approval of Accounts Payable estimated invoices

RECOMMENDED MOTION: To approve the Accounts Payable in the amount of \$1,614,475.00 DWC \$8,055,000.00 WaterLink (June 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).

XII. Matters referred from Executive Session

- A. Ordinance O-22-26: 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)

- B. Ordinance O-23-26: 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 III.

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

- C. Ordinance O-24-26: 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

June 18, 2026

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

II. Roll Call

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

Commissioners absent: N. Cuzzone, J. Fennell, S. Greaney, T. Noonan, D. Russo, D. Van Vooren

Also in attendance: P. May, C. Peterson, C. Bostick, M. Weed, J. Loster, D. Panaszek, D. Cuvalo, D. Mundall, Bruce Garner 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 May 21, 2026 Regular Meeting of the DuPage Water Commission and the Executive Session Meeting Minutes of May 21, 2026. Seconded by Commissioner Saverino.

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

Nay: None

Absent: N. Cuzzone, J. Fennell, S. Greaney, T. Noonan, D. Russo, D. Van Vooren

V. Treasurer's Report

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

Commissioner Romano moved to accept the May 2026 Treasurer's Report, seconded by Commissioner Saverino, 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, no items for action.

B. Administration Committee

Item 1: Commissioner Romano informed the Commissioners the Administration Committee did not meet due to lack of quorum, however, the Committee does have (3) three items to bring forward.

Item 2: Ordinance 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.

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

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

Nay: None

Absent: N. Cuzzone, J. Fennell, S. Greaney, T. Noonan, D. Russo, D. Van Vooren

Item 3: Resolution No. R-53-26: A Resolution Reviewing/Releasing certain Executive Session Minutes.

Item 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.

Commissioner Romano moved to adopt items 3 and 4 under the Administration Committee Report section of the agenda seconded by Commissioner Honig, unanimously approved by a Roll Call Vote.

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

Nay: None

Absent: N. Cuzzone, J. Fennell, S. Greaney, T. Noonan, D. Russo, D. Van Vooren

C. Engineering & Construction Committee

- Item 1: Commissioner Saverino informed the Commissioners the Engineering & Construction Committee did not meet due to lack of quorum, the Committee does have items to bring forward.
- Item 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.
- Item 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.
- Item 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.
- Item 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.
- Item 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.

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

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

Nay: None

Absent: N. Cuzzone, J. Fennell, S. Greaney, T. Noonan, D. Russo, D. Van Vooren

VII. Accounts Payable

A. May 2026

- Item 1: 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)

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

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

Nay: None

Absent: N. Cuzzzone, J. Fennell, S. Greaney, T. Noonan, D. Russo, D. Van Vooren

Item 2: 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).

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

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

Nay: None

Absent: N. Cuzzzone, J. Fennell, S. Greaney, T. Noonan, D. Russo, D. Van Vooren

VIII. Chairman's Report

Chairman Zay began by thanking Staff, notably Engineering Manager Jeff Loster for their hard work on an incredibly successful WaterLink Groundbreaking. Commissioner Saverino added that he specifically enjoyed watching the crowd express their excitement and pride in the project. Commissioner Suess added that he too was impressed with the event and noted the enthusiasm for the project and could be used as a blueprint for the Source Water Project Groundbreaking.

General Manager Paul May informed the Commissioners of a power outage at the Lexington Pumping Station, in which the facility had to rely on generators for an extended period. The Commission has requested a post action report. Commissioner Suess inquired as to why the outage lasted so long. Manager of Water Operations, Chris Bostick explained that the reasons were numerous, and that additional information had been requested.

There may be a need for a July meeting, as there are several important items to consider.

IX.

X. Old Business

No Old Business was offered.

XI. New Business

No New Business was offered.

XII. Executive Session

Chairman Zay asked for a motion to enter into Executive Session to discuss acquisition of real estate pursuant to 5 ILCS 120/2(c)(5) and to discuss pending, probable, or imminent litigation pursuant to 5 ILCS 120/2(c)(11). Commissioner Romano made the motion, seconded by Commissioner Saverino and unanimously approved by a roll call vote.

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

Nay: None

Absent: N. Cuzzone, J. Fennell, S. Greaney, T. Noonan, D. Russo, D. Van Vooren

The Commission went into Executive Session at 6:55 PM.

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

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

Nay: None

Absent: N. Cuzzone, J. Fennell, S. Greaney, T. Noonan, D. Russo, D. Van Vooren

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.

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

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

Nay: None

Absent: N. Cuzzone, J. Fennell, S. Greaney, T. Noonan, D. Russo, D. Van Vooren

- 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

Chairman Zay asked for a motion to approve an Ordinance Authorizing the Acquisition of Easements by the DuPage Water Commission Over Certain Property for the Purpose of Providing Water to the Village of Montgomery, the Village of Oswego and the United City of Yorkville, Phase III. Commissioner Pruyn moved, seconded by Commissioner Romano, unanimously approved by a Roll Call vote.

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

Nay: None

Absent: N. Cuzzone, J. Fennell, S. Greaney, T. Noonan, D. Russo, D. Van Vooren

XIII. Adjournment

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

Meeting adjourned at 7:02 PM.



MEMORANDUM

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

I am pleased to report that I have reviewed and approved all journal entries and bank reconciliations for the month of June. 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 \$156.1 million on June 30th, an increase of \$2.3 million compared to the previous month. Waterlink escrow balances decreased by \$8.9 million.
2. The month end balances in the JP Morgan Chase, BMO Harris checking, and Wintrust operating accounts were \$15.5 million.
3. During the month of June ABS/Collateralized Mortgage Obligations and U.S. Treasury decreased by \$0.4 million and \$0.2 million. Corporate notes increased by \$0.8 million.
4. The current holdings of cash and investments are in compliance with the approved investment policy.
5. For the two months-ended June 30, 2026, the Commission's cash and investments increased a total of \$1.0 million. The Waterlink Escrow Account decreased by \$12.3 million.
 - The Operating & Maintenance Account increased by \$40,000 for an ending balance of \$15.5 million.
 - The General Account increased by approximately \$20,000 for an ending balance of \$3.2 million.
 - The Operating Reserve Account increased by approximately \$329,000 for a balance of \$55.2 million.
 - The Long-Term Capital Reserve Account increased by approximately \$204,000 for a balance of \$29.9 million.
 - The Capital Reserve Fund increased by approximately \$363,00 for a balance of \$52.2 million.

ACCOUNT	Balance 4/30/2026	6/30/2026	Increase (Decrease)
Operations & Maintenance	\$ 15,507,108	\$ 15,547,189	\$ 40,081
General Account	3,182,715	3,202,968	20,253
Operating Reserve	54,896,226	55,225,130	328,904
Long-Term Capital Reserve	29,694,437	29,898,363	203,926
Capital Reserve	51,846,460	52,209,077	362,617
Total Cash & Investments	\$ 155,126,946	\$ 156,082,727	\$ 955,781
Waterlink Escrow	84,898,202	72,639,298	(12,258,904)

Schedule of Investments (Pages 5-12)

1. The average yield to maturity on the Commission's investments was 3.86%, up slightly from the prior month average yield to maturity of 3.80%. The amortized cost of our investments was \$140.5 million on June 30th. The average yield to maturity on Waterlink's investments was 3.82%.
2. The portfolio ended the month of June 2026 with \$1.2 million 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 37%, >1<3 years 35%, >3<5 years 19%, and >5 years 9%.

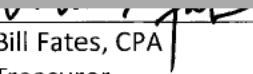
Statement of Cash Flows (Page 13)

1. The statement of cash flow shows a breakdown of the \$1.0 million increase in cash and investments for the fiscal year. Waterlink escrow funds decreased \$12.3 million.
2. Operating activities decreased cash by approximately \$92,000 as of the end of June 2026.
3. The decrease in Loans Receivable increased cash by approximately \$72,000.
4. Capital Assets purchased were immaterial.
5. Cash flow from investment activity generated approximately \$971,000 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 \$13.3 million, which is a balance currently sufficient to cover an estimated 31 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 June 30th. Long-Term Water Capital is currently under target by \$1.0 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
6/30/2026

FUNDS CONSIST OF:

	Interest Rate	6/30/2026	5/31/2026	Increase/(Decrease)
PETTY CASH		\$ 2,984.49	\$ 2,984.49	\$ -
OPERATING & MAINTENANCE - BMO	0.00%	5,376,413.14	5,040,205.84	336,207.30
OPERATING & MAINTENANCE - JP Morgan	2.07%	7,177,194.95	8,716,606.98	(1,539,412.03)
PAYROLL - Wintrust	*	2,990,596.26	0.00	2,990,596.26
TOTAL CASH		\$ 15,547,188.84	\$ 13,759,797.31	\$ 1,787,391.53
BMO HARRIS MONEY MARKET FUNDS		\$ -	\$ 1,969.81	\$ (1,969.81)
IIIT MONEY MARKET FUNDS		622,656.12	224,721.20	397,934.92
U. S. TREASURY INVESTMENTS		63,050,023.28	63,261,855.04	(211,831.76)
U. S. AGENCY INVESTMENTS		3,884,537.53	3,878,278.59	6,258.94
MUNICIPAL BONDS		1,755,000.00	1,755,000.00	-
COMMERCIAL PAPER		3,145,131.13	3,180,845.87	(35,714.74)
ASSET BACKED SEC/COLLATERALIZED MORTGAGE OBLIG		28,430,772.56	28,837,547.32	(406,774.76)
CERTIFICATES OF DEPOSIT		0.00	0.00	-
CORPORATE NOTES		39,647,417.83	38,852,965.73	794,452.10
TOTAL INVESTMENTS		\$ 140,535,538.45	\$ 139,993,183.56	\$ 542,354.89
DWC TOTAL CASH AND INVESTMENTS		\$ 156,082,727.29	\$ 153,752,980.87	\$ 2,329,746.42
WATERLINK CASH - Fifth Third	*	\$ 9,623,481.89	\$ 11,719,695.67	\$ (2,096,213.78)
WATERLINK INVESTMENTS		63,015,815.85	69,801,735.91	(6,785,920.06)
WATERLINK ESCROW		\$ 72,639,297.74	\$ 81,521,431.58	\$ (8,882,133.84)
		6/30/2026	5/31/2026	% CHANGE
BMO HARRIS MONEY MARKET FUNDS		0.0%	0.0%	N/A
IIIT MONEY MARKET FUNDS		0.4%	0.2%	177.1%
U. S. TREASURY INVESTMENTS		44.9%	45.2%	-0.3%
U. S. AGENCY INVESTMENTS		2.8%	2.8%	0.2%
MUNICIPAL BONDS		1.2%	1.3%	0.0%
COMMERCIAL PAPER		2.2%	2.3%	-1.1%
ASSET BACKED SEC/COLLATERALIZED MORTGAGE OBLIG		20.2%	20.6%	-1.4%
CERTIFICATES OF DEPOSIT		0.0%	0.0%	N/A
CORPORATE NOTES		28.3%	27.6%	2.0%
TOTAL INVESTMENTS		100.0%	100.0%	0.4%

* Information Pending

Note 1 - Investments are carried at amortized cost.

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 06/30/26
Water Fund General Account (01-121700)										
IIIT - Money Market	3.630%	06/30/26	07/01/26	1	3.630%	57,836.65	57,836.65	0.00	57,836.65	-
MUFG Bank	0.000%	04/17/26	07/17/26	17	3.790%	1,000,000.00	990,419.72	7,895.84	998,315.56	-
Sumitomo Mitsui Trust	0.000%	05/11/26	08/12/26	43	3.830%	1,060,000.00	1,049,512.18	5,751.39	1,055,263.57	-
Cabot Trail Funding	0.000%	06/12/26	09/11/26	73	3.840%	1,100,000.00	1,089,322.67	2,229.33	1,091,552.00	-
Weighted Avg Maturity		44			3.817%	\$ 3,217,836.65	\$ 3,187,091.22	\$ 15,876.56	\$ 3,202,967.78	\$ -
Water Fund Operating Reserve (01-121800)										
IIIT - Money Market	3.630%	06/30/26	07/01/26	1	3.630%	133,312.09	133,312.09	0.00	133,312.09	-
US Treasury Notes	2.375%	07/06/22	05/15/27	319	2.910%	150,000.00	146,384.77	2,967.18	149,351.95	454.99
US Treasury Notes	3.875%	10/06/25	05/31/27	335	3.600%	200,000.00	200,859.38	(376.52)	200,482.86	656.42
US Treasury Notes	3.875%	07/22/25	05/31/27	335	3.870%	590,000.00	590,023.05	(10.97)	590,012.08	1,936.44
US Treasury Notes	2.625%	06/03/22	05/31/27	335	2.920%	750,000.00	739,716.80	8,399.17	748,115.97	1,667.52
US Treasury Notes	2.625%	10/11/24	05/31/27	335	3.910%	775,000.00	750,236.33	15,882.54	766,118.87	1,723.10
US Treasury Notes	3.250%	08/05/22	06/30/27	365	2.780%	850,000.00	868,062.50	(14,389.46)	853,673.04	75.07
US Treasury Notes	3.375%	10/03/24	09/15/27	442	3.520%	600,000.00	597,492.19	1,451.87	598,944.06	5,942.93
US Treasury Notes	3.500%	10/29/25	09/30/27	457	3.500%	200,000.00	199,984.38	5.45	199,989.83	1,759.56
US Treasury Notes	3.500%	10/29/25	09/30/27	457	3.500%	250,000.00	249,990.23	3.42	249,993.65	2,199.45
US Treasury Notes	3.875%	01/21/26	11/30/27	518	3.590%	380,000.00	381,929.69	(447.21)	381,482.48	1,247.20
US Treasury Notes	3.500%	02/02/23	01/31/28	580	3.640%	650,000.00	645,962.89	2,755.59	648,718.48	9,489.64
US Treasury Notes	2.750%	09/03/24	02/15/28	595	3.750%	2,625,000.00	2,540,712.89	43,257.59	2,583,970.48	27,120.17
US Treasury Notes	3.625%	01/26/26	03/31/28	640	3.610%	175,000.00	175,034.18	(6.27)	175,027.91	1,594.60
US Treasury Notes	3.500%	05/02/23	04/30/28	670	3.600%	1,500,000.00	1,493,320.31	4,231.08	1,497,551.39	8,845.11
US Treasury Notes	1.250%	01/14/26	05/31/28	701	3.550%	200,000.00	189,609.38	1,948.67	191,558.05	211.75
US Treasury Notes	1.250%	01/23/26	05/31/28	701	3.640%	210,000.00	198,778.13	2,010.65	200,788.78	222.34
US Treasury Notes	3.625%	06/05/23	05/31/28	701	3.700%	750,000.00	747,539.06	1,515.46	749,054.52	2,302.77
US Treasury Notes	3.875%	06/17/26	06/15/28	716	4.080%	400,000.00	398,453.13	29.19	398,482.32	677.60
US Treasury Notes	4.375%	11/05/24	08/31/28	793	4.190%	575,000.00	578,661.13	(1,513.48)	577,147.65	8,408.20
US Treasury Notes	1.500%	01/04/24	11/30/28	884	3.970%	650,000.00	578,982.43	36,023.98	615,006.41	825.82
US Treasury Notes	3.500%	01/20/26	12/15/28	899	3.650%	115,000.00	114,523.83	69.91	114,593.74	175.96
US Treasury Notes	1.375%	02/05/24	12/31/28	915	4.020%	500,000.00	441,660.15	28,567.31	470,227.46	18.68
US Treasury Notes	3.500%	03/05/26	02/15/29	961	3.440%	125,000.00	125,209.96	(22.10)	125,187.86	1,643.65
US Treasury Notes	3.500%	05/19/26	02/15/29	961	4.120%	225,000.00	221,414.06	147.28	221,561.34	2,958.56
US Treasury Notes	3.500%	03/16/26	03/15/29	989	3.750%	950,000.00	943,208.98	630.91	943,839.89	9,758.15
US Treasury Notes	2.375%	04/08/26	03/31/29	1,005	3.880%	560,000.00	536,550.00	1,722.24	538,272.24	3,343.17
US Treasury Notes	4.125%	03/31/26	03/31/29	1,005	4.010%	650,000.00	652,158.20	(171.40)	651,986.80	6,739.75
US Treasury Notes	4.250%	06/05/26	06/30/29	1,096	4.100%	1,600,000.00	1,606,875.00	(147.98)	1,606,727.02	184.78
US Treasury Notes	3.875%	06/05/25	09/30/29	1,188	3.960%	825,000.00	822,131.84	668.77	822,800.61	8,035.86
US Treasury Notes	4.125%	01/21/26	10/31/29	1,219	3.750%	325,000.00	329,214.84	(462.72)	328,752.12	2,258.66
US Treasury Notes	4.000%	12/05/24	10/31/29	1,219	4.150%	1,200,000.00	1,192,078.13	2,369.11	1,194,447.24	8,086.96
US Treasury Notes	3.875%	09/04/25	11/30/29	1,249	3.720%	685,000.00	689,174.22	(759.57)	688,414.65	2,248.24
US Treasury Notes	3.875%	02/07/25	11/30/29	1,249	4.340%	1,000,000.00	980,156.25	5,342.13	985,498.38	3,282.10
US Treasury Notes	3.875%	01/07/25	12/31/29	1,280	4.360%	775,000.00	758,289.06	4,608.09	762,897.15	81.61
US Treasury Notes	3.500%	03/04/25	01/31/30	1,311	4.070%	700,000.00	682,308.59	4,447.13	686,755.72	10,219.61
US Treasury Notes	3.875%	12/26/25	04/30/30	1,400	3.690%	360,000.00	362,657.81	(292.59)	362,365.22	2,350.27
US Treasury Notes	4.000%	01/15/26	05/31/30	1,431	3.670%	195,000.00	197,559.38	(249.01)	197,310.37	660.66
US Treasury Notes	3.750%	08/05/25	06/30/30	1,461	3.990%	850,000.00	841,068.36	1,521.60	842,589.96	86.62
US Treasury Notes	3.875%	09/04/25	07/31/30	1,492	3.760%	150,000.00	150,761.72	(117.91)	150,643.81	2,424.55
US Treasury Notes	4.125%	10/06/25	08/31/30	1,523	3.680%	960,000.00	978,937.50	(2,629.11)	976,308.39	13,235.87
US Treasury Notes	4.625%	11/06/25	09/30/30	1,553	3.720%	400,000.00	416,031.25	(1,964.26)	414,066.99	4,650.27
US Treasury Notes	4.000%	02/10/26	01/31/31	1,676	3.770%	200,000.00	202,062.50	(148.25)	201,914.25	3,337.02
New York St Dorm Auth Municipal Bonds	2.888%	03/25/22	03/15/27	258	2.890%	185,000.00	185,000.00	0.00	185,000.00	1,573.16
NYC Transitional	4.619%	05/29/25	05/01/29	1,036	4.620%	145,000.00	145,000.00	0.00	145,000.00	1,116.26
Hawaii St	4.212%	04/30/26	04/01/31	1,736	4.210%	145,000.00	145,000.00	0.00	145,000.00	1,034.87
FN AL2092	3.000%	03/06/18	07/01/27	366	2.980%	9,975.80	9,988.27	(11.05)	9,977.22	24.94
FN AP4718	2.500%	07/20/18	08/01/27	397	2.750%	17,297.00	16,953.76	299.79	17,253.55	36.04
Fannie Mae Pool	3.500%	04/05/18	02/01/28	581	3.230%	26,766.92	27,377.54	(508.74)	26,868.80	78.07
Fannie Mae Pool	3.500%	04/05/18	03/01/28	610	3.230%	4,877.58	4,988.85	(91.93)	4,896.92	14.23
FR ZT1267	2.500%	08/21/19	05/01/28	671	2.320%	19,909.56	20,186.42	(216.78)	19,969.64	41.48
FN CA1940	4.000%	07/11/18	06/01/28	702	3.640%	21,463.02	22,100.21	(510.21)	21,590.00	71.54
FNMA Pool #AU1266	3.000%	10/31/17	07/01/28	732	2.720%	38,115.19	39,085.94	(783.83)	38,302.11	95.29
FG J32374	2.500%	02/17/22	11/01/28	855	2.220%	61,664.18	62,743.31	(699.57)	62,043.74	128.47
Fannie Mae Pool	4.000%	03/18/19	03/01/29	975	3.630%	18,986.96	19,571.40	(425.00)	19,146.40	63.29
FNMA Pool #AS4197	3.500%	07/16/15	01/01/30	1,281	3.000%	22,495.26	23,816.86	(997.08)	22,819.78	65.61
FHLMC Pool #U49048	3.000%	03/17/16	08/01/30	1,493	2.630%	48,897.05	51,043.93	(1,532.78)	49,511.15	122.24
FNMA Pool #AL7738	3.500%	02/17/16	11/01/30	1,585	2.960%	45,156.97	48,085.12	(2,055.98)	46,029.14	131.71

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE	YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 06/30/26	
FR Z57331	3.000%	02/13/20	12/01/30	1,615	2.600%	91,066.39	94,509.84	(2,020.95)	92,488.89	227.67
FN FM1082	3.000%	08/19/19	09/01/31	1,889	2.720%	52,275.45	53,786.53	(857.23)	52,929.30	130.69
FG G16720	3.500%	01/25/19	11/01/31	1,950	3.340%	48,642.40	49,425.23	(454.13)	48,971.10	141.87
FG G16635	3.000%	04/18/19	02/01/32	2,042	2.930%	90,661.83	91,380.76	(403.42)	90,977.34	226.65
FN FS2986	4.000%	10/21/22	10/01/32	2,285	4.370%	171,264.75	166,180.33	1,876.32	168,056.65	570.88
Fannie Mae Pool	3.500%	02/13/18	01/01/33	2,377	3.300%	54,606.37	55,869.15	(707.91)	55,161.24	159.27
Freddie Mac Pool	4.000%	06/07/18	02/01/33	2,408	3.730%	22,053.89	22,718.96	(364.84)	22,354.12	73.51
FN CA1455	4.000%	12/20/18	03/01/33	2,436	3.760%	88,088.84	90,380.53	(1,209.68)	89,170.85	293.63
FN BM5830	3.500%	06/05/19	04/01/34	2,832	3.180%	105,555.35	109,513.68	(1,875.16)	107,638.52	307.87
FN FM0047	3.000%	06/17/21	12/01/34	3,076	2.450%	127,531.18	135,601.51	(3,007.31)	132,594.20	318.83
FN FM2694	3.000%	06/05/19	03/01/35	3,166	2.570%	126,618.91	133,424.68	(2,843.30)	130,581.38	316.55
FR SB0759	4.500%	10/18/22	03/01/35	3,166	4.630%	150,023.50	148,148.20	558.36	148,706.56	562.59
FR SB0364	3.500%	06/21/21	06/01/35	3,258	2.830%	113,290.62	122,070.64	(3,146.18)	118,924.46	330.43
FR SB0666	4.000%	05/13/22	06/01/35	3,258	3.750%	215,864.71	221,531.16	(1,782.32)	219,748.84	719.55
FN FM3701	2.500%	07/27/20	07/01/35	3,288	2.040%	124,962.55	132,284.56	(2,892.98)	129,391.58	260.34
FR SB0361	3.000%	03/20/23	07/01/35	3,288	3.530%	212,791.64	201,653.33	2,959.35	204,612.68	531.98
FN FM5714	4.000%	03/19/21	11/01/35	3,411	3.230%	75,275.70	82,003.47	(2,415.88)	79,587.59	250.92
FNA 2018-M2 A2	3.003%	04/08/25	01/01/28	550	4.070%	456,659.62	443,709.04	5,482.12	449,191.16	1,151.45
FHMS K140 A1	3.400%	07/14/22	06/01/28	702	3.400%	184,854.00	184,851.77	1.48	184,853.25	523.75
FNA 2023-M6 A2	4.190%	07/31/23	07/01/28	732	4.580%	664,310.08	653,047.95	6,591.54	659,639.49	2,319.55
FHMS K507 A2	4.800%	04/07/26	09/01/28	794	4.240%	555,000.00	562,262.70	(649.59)	561,613.11	2,220.00
FHMS K512 A2	5.000%	12/21/23	11/01/28	855	4.780%	336,167.90	339,307.04	(1,511.97)	337,795.07	1,400.70
FHMS K145 A1	4.455%	05/25/23	11/01/28	855	4.460%	536,522.53	536,521.45	0.60	536,522.05	1,991.84
FHMS K143 A1	4.377%	12/15/22	12/01/28	885	4.380%	350,752.26	350,746.29	3.51	350,749.80	1,279.37
FHMS K512 A2	4.572%	04/07/26	12/01/28	885	4.220%	540,000.00	544,872.66	(393.37)	544,479.29	2,057.40
FHMS K144 A1	4.558%	02/23/23	01/25/29	940	4.560%	147,594.78	147,590.21	2.59	147,592.80	560.61
FHMS K749 A2	2.120%	04/15/25	03/01/29	975	4.200%	375,000.00	346,567.38	8,197.99	354,765.37	662.50
FHMS K142 A1	3.902%	09/15/22	07/01/29	1,097	3.900%	234,603.71	234,594.79	4.93	234,599.72	762.85
FHMS K526 A2	4.543%	08/15/24	07/01/29	1,097	4.330%	450,000.00	454,209.30	(1,487.70)	452,721.60	1,703.63
FHMS K097 A2	2.508%	07/17/24	07/01/29	1,097	4.520%	515,000.00	468,368.36	16,851.32	485,219.68	1,076.35
FHMS K529 A2	4.791%	10/16/24	09/01/29	1,159	4.340%	300,000.00	305,996.10	(1,921.90)	304,074.20	1,197.75
FHMS K149 A1	5.007%	02/19/24	09/01/30	1,524	5.010%	519,482.55	519,467.49	5.13	519,472.62	2,167.54
FHMS K551 A2	4.165%	12/05/25	11/01/30	1,585	3.970%	345,000.00	348,044.62	(319.14)	347,725.48	1,197.44
FNA 2026-M112A2	4.250%	06/29/26	05/01/31	1,766	4.530%	390,000.00	385,246.88	(67.25)	385,179.63	1,381.25
FHR 4096 PA	1.375%	02/26/20	08/01/27	397	1.490%	26,204.02	25,991.12	180.92	26,172.04	30.03
FHS 287 150	1.500%	12/27/17	10/01/27	458	1.840%	13,663.55	13,253.64	355.99	13,609.63	17.08
FNR 2012-145 EA	1.250%	02/12/20	01/01/28	550	1.440%	16,342.03	16,110.31	186.07	16,296.38	17.02
FNR 2013-39 MP	1.750%	12/12/19	05/01/28	671	1.860%	49,645.44	49,226.55	324.73	49,551.28	72.40
FNR 2013-19 GE	2.500%	10/30/19	03/01/33	2,436	2.400%	83,602.20	84,516.60	(455.02)	84,061.58	174.17
FHR 5050 XL	1.000%	05/08/19	07/01/36	3,654	1.180%	142,987.15	143,690.92	(336.77)	143,354.15	357.47
FHR 5050 XL	1.000%	02/11/22	07/01/36	3,654	1.820%	96,776.92	94,478.47	699.18	95,177.65	80.65
FHR 4877 CA	3.000%	07/19/24	04/01/34	2,832	2.960%	206,099.01	187,904.33	2,589.37	190,493.70	171.75
FHR 5050 XA	1.000%	07/24/24	07/01/39	4,749	1.690%	244,554.11	222,314.97	2,464.02	224,778.99	203.80
FHR 5042 DA	1.000%	07/24/24	05/01/41	5,419	1.550%	245,230.10	225,381.79	1,949.32	227,331.11	204.36
FNR 2021-45 DC	1.250%	05/29/26	07/01/41	5,480	1.790%	563,178.12	523,315.67	17.40	523,333.07	586.64
FNR 2013-75 PC	2.500%	04/20/20	04/01/43	6,119	2.200%	127,945.04	134,862.07	(1,862.63)	132,999.44	266.55
FHR 4384 BA	3.000%	05/29/26	08/01/43	6,241	3.270%	585,186.47	564,704.95	10.14	564,715.09	1,462.97
FNR 2015-33 P	2.500%	02/20/20	06/01/45	6,911	2.400%	47,461.07	48,365.79	(227.14)	48,138.65	98.88
FNR 2016-19 AH	3.000%	07/13/20	04/01/46	7,215	2.580%	55,059.22	59,453.20	(1,016.83)	58,436.37	137.65
FHR 5000 LB	1.250%	08/07/20	07/01/46	7,306	1.160%	148,410.82	151,332.66	(662.68)	150,669.98	154.59
FNR 2016-79 HA	2.000%	06/05/20	11/01/46	7,429	1.830%	92,587.62	95,972.86	(775.14)	95,197.72	154.31
FNR 2019-13A	3.500%	01/23/24	04/01/49	8,311	3.840%	556,431.04	526,283.79	1,809.97	528,093.76	1,622.92
Federal Home Loan Bank Notes	1.020%	08/16/22	02/24/27	239	3.240%	780,000.00	707,608.20	62,031.06	769,639.26	2,806.70
American Honda Finance	4.900%	03/14/24	03/12/27	255	4.890%	100,000.00	100,041.00	(30.93)	100,010.07	1,483.61
American Honda Finance	4.900%	03/13/24	03/12/27	255	4.920%	115,000.00	114,936.75	47.78	114,984.53	1,706.15
American Honda Finance	4.900%	07/10/24	07/09/27	374	4.950%	345,000.00	344,554.95	286.05	344,841.00	8,076.83
BMW US Capital	4.600%	08/13/24	08/13/27	409	4.600%	185,000.00	184,985.20	9.23	184,994.43	3,262.17
UBS AG Stamford Ct	4.864%	01/10/25	01/10/28	559	4.860%	250,000.00	250,000.00	0.00	250,000.00	5,776.00
National Rural Util Corp	4.750%	02/07/25	02/07/28	587	4.770%	100,000.00	99,956.00	19.80	99,975.80	1,900.00
National Rural Util Corp	4.750%	02/07/25	02/07/28	587	4.650%	130,000.00	130,344.50	(159.64)	130,184.86	2,470.00
Mars Inc	4.600%	03/12/25	03/01/28	610	4.600%	95,000.00	94,999.05	0.50	94,999.55	1,456.67
Mars Inc	4.600%	03/12/25	03/01/28	610	4.530%	150,000.00	150,295.50	(128.68)	150,166.82	2,300.00
Kenvue Inc	5.050%	06/30/25	03/22/28	631	4.120%	280,000.00	286,610.80	(2,424.12)	284,186.68	3,888.50
Citigroup Inc	4.643%	05/07/25	05/07/28	677	4.640%	390,000.00	390,000.00	0.00	390,000.00	2,716.16
National Secs Clearing	5.000%	04/23/25	05/30/28	700	4.310%	250,000.00	254,195.00	(1,586.10)	252,608.90	1,076.39

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 06/30/26
National Secs Clearing	5.000%	11/24/25	05/30/28	700	3.700%	360,000.00	368,992.80	(2,150.25)	366,842.55	1,550.00
PNC Financial	4.075%	01/26/26	01/26/29	941	4.080%	215,000.00	215,000.00	0.00	215,000.00	3,772.20
Astrazeneca Finance LLC	4.850%	04/16/25	02/26/29	972	4.510%	200,000.00	202,340.00	(705.83)	201,634.17	3,368.06
Cisco Systems Inc	4.850%	11/07/25	02/26/29	972	4.020%	390,000.00	399,909.90	(1,899.89)	398,010.01	6,567.71
Mercedes Benz	4.250%	03/10/26	03/10/29	984	4.270%	255,000.00	254,892.90	10.84	254,903.74	3,341.56
KLA Corp	4.100%	11/14/25	03/15/29	989	4.080%	405,000.00	405,271.35	(88.46)	405,222.89	4,889.25
Home Depot	4.900%	12/04/25	04/15/29	1,020	3.970%	185,000.00	190,337.25	(886.69)	189,450.56	1,913.72
American Express Co	4.731%	04/25/25	04/25/29	1,030	4.730%	220,000.00	220,000.00	0.00	220,000.00	1,908.17
Bank of America Corp	4.623%	05/09/25	05/09/29	1,044	4.620%	390,000.00	390,000.00	0.00	390,000.00	2,604.29
American Express Co	4.351%	02/04/26	07/20/29	1,116	4.190%	270,000.00	271,409.40	(224.04)	271,185.36	5,253.83
BMW US Capital	4.650%	06/03/26	08/13/29	1,140	4.690%	400,000.00	399,468.00	12.44	399,480.44	7,130.00
Bank of NY Mellon	6.317%	03/05/26	10/25/29	1,213	4.620%	285,000.00	300,991.35	(1,864.58)	299,126.77	3,300.63
Wells Fargo	4.182%	01/23/26	01/23/30	1,303	4.180%	95,000.00	95,000.00	0.00	95,000.00	1,743.66
Adobe Inc	2.300%	02/10/26	02/01/30	1,312	4.130%	45,000.00	42,007.50	274.17	42,281.67	431.25
Adobe Inc	2.300%	02/25/26	02/01/30	1,312	4.090%	90,000.00	84,208.50	479.16	84,687.66	862.50
National Secs Clearing	4.700%	05/20/25	05/20/30	1,420	4.710%	415,000.00	414,742.70	53.22	414,795.92	2,221.40
Analog Devices Inc	4.500%	06/16/25	06/15/30	1,446	4.520%	400,000.00	399,648.00	68.08	399,716.08	800.00
Novartis Capital	4.100%	11/05/25	11/05/30	1,589	4.170%	275,000.00	274,175.00	99.85	274,274.85	1,753.89
Shell Finance US	4.125%	11/06/25	11/06/30	1,590	4.190%	270,000.00	269,203.50	95.14	269,298.64	1,701.56
Totalenerg Cap USA LLC	4.248%	01/13/26	01/13/31	1,658	4.250%	250,000.00	250,000.00	0.00	250,000.00	4,956.00
Totalenerg Cap USA LLC	4.248%	01/13/26	01/13/31	1,658	4.180%	340,000.00	341,054.00	(91.04)	340,962.96	6,740.16
Alphabet Inc	4.100%	02/13/26	02/15/31	1,691	4.170%	10,000.00	9,967.30	2.30	9,969.60	157.17
Alphabet Inc	4.100%	02/17/26	02/15/31	1,691	4.110%	280,000.00	279,868.40	9.00	279,877.40	4,400.67
Alphabet Inc	4.100%	02/17/26	02/15/31	1,691	4.120%	310,000.00	309,705.50	20.51	309,726.01	4,872.17
Amazon Com Inc	4.250%	03/13/26	03/13/31	1,717	4.290%	90,000.00	89,856.00	8.19	89,864.19	1,147.50
Amazon Com Inc	4.250%	03/13/26	03/13/31	1,717	4.280%	240,000.00	239,635.20	20.82	239,656.02	3,060.00
Abbvie Inc	4.125%	03/04/26	03/15/31	1,719	4.130%	245,000.00	244,931.40	4.26	244,935.66	3,284.53
Abbott Laboratories	4.000%	03/09/26	03/15/31	1,719	4.030%	290,000.00	289,579.50	23.99	289,603.49	3,608.89
BMW US Capital	4.650%	03/19/26	03/19/31	1,723	4.670%	270,000.00	269,762.40	12.54	269,774.94	3,557.25
Caterpillar Finl	4.500%	05/15/26	05/15/31	1,780	4.530%	220,000.00	219,698.60	7.22	219,705.82	1,265.00
Meta Platforms Inc	4.550%	05/06/26	05/15/31	1,780	4.590%	410,000.00	409,208.70	22.58	409,231.28	2,953.71
Eli Lilly & Co	4.375%	05/20/26	05/20/31	1,785	4.400%	245,000.00	244,737.85	6.18	244,744.03	1,220.75
Mastercard	4.600%	06/08/26	06/08/31	1,804	4.580%	215,000.00	215,199.95	(1.75)	215,198.20	631.86
Mastercard	4.600%	06/08/26	06/08/31	1,804	4.620%	330,000.00	329,736.00	3.06	329,739.06	969.83
Westpac Banking	4.450%	05/14/26	06/12/31	1,808	4.460%	540,000.00	539,676.00	8.35	539,684.35	1,268.25
Intuit Inc	4.950%	06/11/26	06/15/31	1,811	4.980%	260,000.00	259,677.60	3.93	259,681.53	715.00
Intuit Inc	4.950%	06/11/26	06/15/31	1,811	4.960%	280,000.00	279,924.40	1.37	279,925.77	770.00
Nvidia	4.500%	06/18/26	06/15/31	1,811	4.540%	370,000.00	369,297.00	5.73	369,302.73	601.25
Servicenow Inc	4.700%	05/15/26	08/15/31	1,872	4.820%	195,000.00	193,869.00	25.21	193,894.21	1,171.08
Salesforce Inc	4.900%	03/13/26	09/15/31	1,903	4.940%	545,000.00	543,959.05	51.24	544,010.29	8,011.50
Goldman Sachs Group	4.516%	01/21/26	01/21/32	2,031	4.520%	270,000.00	270,000.00	0.00	270,000.00	5,419.20
UBS AG Stamford Ct	4.632%	03/16/26	01/21/32	2,031	4.630%	400,000.00	400,000.00	0.00	400,000.00	5,404.00
Morgan Stanley Bank	4.809%	04/17/26	04/16/32	2,117	4.810%	400,000.00	400,000.00	0.00	400,000.00	3,954.07
Truist Bank	4.136%	01/23/26	10/23/29	1,211	4.230%	540,000.00	538,137.00	203.30	538,340.30	4,218.72
Morgan Stanley Bank	4.213%	02/02/26	02/08/30	1,319	4.220%	260,000.00	259,940.20	6.45	259,946.65	4,533.66
Morgan Stanley Bank	4.213%	02/02/26	02/08/30	1,319	4.210%	290,000.00	290,000.00	0.00	290,000.00	5,056.77
Citibank NA	4.914%	05/29/25	05/29/30	1,429	4.910%	250,000.00	250,000.00	0.00	250,000.00	1,092.00
	Weighted Avg Maturity		1,392		3.847%	\$ 55,526,803.02	\$ 55,016,610.61	\$ 208,519.83	\$ 55,225,130.44	\$ 381,703.18
Water Fund L-T Water Capital Reserve (01-121900)										
IIIT - Money Market (PFM Asset Management)	3.630%	06/30/26	07/01/26	1	3.630%	70,896.10	70,896.10	0.00	70,896.10	-
US Treasury Notes	4.500%	03/13/25	05/15/27	319	3.960%	125,000.00	126,386.72	(816.38)	125,570.34	718.41
US Treasury Notes	3.875%	10/06/25	05/31/27	335	3.600%	100,000.00	100,429.69	(188.26)	100,241.43	328.21
US Treasury Notes	3.500%	10/29/25	09/30/27	457	3.500%	100,000.00	99,992.19	2.73	99,994.92	879.78
US Treasury Notes	3.500%	10/29/25	09/30/27	457	3.500%	130,000.00	129,994.92	1.78	129,996.70	1,143.72
US Treasury Notes	3.875%	01/21/26	11/30/27	518	3.590%	200,000.00	201,015.63	(235.38)	200,780.25	656.42
US Treasury Notes	3.625%	01/26/26	03/31/28	640	3.610%	85,000.00	85,016.60	(3.04)	85,013.56	774.52
US Treasury Notes	1.250%	01/14/26	05/31/28	701	3.550%	100,000.00	94,804.69	974.33	95,779.02	105.87
US Treasury Notes	1.250%	01/23/26	05/31/28	701	3.640%	110,000.00	104,121.88	1,053.20	105,175.08	116.46
US Treasury Notes	1.250%	06/04/21	05/31/28	701	1.230%	275,000.00	275,365.23	(264.97)	275,100.26	291.15
US Treasury Notes	1.250%	10/03/24	05/31/28	701	3.550%	300,000.00	276,562.50	10,793.32	287,355.82	317.62
US Treasury Notes	1.000%	08/02/21	07/31/28	762	0.990%	400,000.00	400,203.13	(142.58)	400,060.55	1,668.51
US Treasury Notes	1.125%	09/02/21	08/31/28	793	1.070%	200,000.00	200,679.69	(468.92)	200,210.77	752.04
US Treasury Notes	3.500%	12/03/25	10/15/28	838	3.540%	220,000.00	219,776.56	43.60	219,820.16	1,619.95
US Treasury Notes	3.125%	05/01/19	11/15/28	869	2.470%	150,000.00	158,320.31	(6,247.99)	152,072.32	598.68
US Treasury Notes	3.500%	01/20/26	12/15/28	899	3.650%	60,000.00	59,751.56	36.48	59,788.04	91.80
US Treasury Notes	2.750%	06/03/22	05/31/29	1,066	2.950%	250,000.00	246,933.59	1,787.74	248,721.33	582.31
US Treasury Notes	3.250%	07/06/22	06/30/29	1,096	2.870%	500,000.00	511,992.19	(6,844.62)	505,147.57	44.16
US Treasury Notes	4.125%	01/21/26	10/31/29	1,219	3.750%	175,000.00	177,269.53	(249.16)	177,020.37	1,216.20
US Treasury Notes	4.000%	08/23/24	10/31/29	1,219	4.290%	400,000.00	394,265.63	2,353.70	396,619.33	2,695.65
US Treasury Notes	4.000%	03/05/24	10/31/29	1,219	3.750%	550,000.00	556,359.38	(2,134.71)	554,224.67	3,706.52
US Treasury Notes	1.750%	02/03/20	11/15/29	1,234	1.560%	250,000.00	254,355.47	(2,851.61)	251,503.86	558.76
US Treasury Notes	3.500%	02/02/23	01/31/30	1,311	3.590%	285,000.00	283,408.01	775.74	284,183.75	4,160.84
US Treasury Notes	1.500%	03/04/22	02/15/30	1,326	1.820%	125,000.00	122,041.02	1,609.36	123,650.38	704.42
US Treasury Notes	3.625%	08/02/24	03/31/30	1,370	3.940%	600,000.00	590,460.94	2,991.32	593,452.26	5,467.21
US Treasury Notes	3.875%	12/26/25	04/30/30	1,400	3.690%	195,000.00	196,439.65	(158.49)	196,281.16	1,273.06
US Treasury Notes	0.625%	06/29/20	05/15/30	1,415	0.650%	100,000.00	99,765.62	142.48	99,908.10	79.82
US Treasury Notes	4.000%	01/15/26	05/31/30	1,431	3.670%	95,000.00	96,246.88	(121.32)	96,125.56	321.86
US Treasury Notes	0.625%	11/03/21	08/15/30	1,507	1.500%	250,000.00	232,148.44	9,465.89	241,614.33	587.02

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE	YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 06/30/26	
US Treasury Notes	4.125%	11/05/24	08/31/30	1,523	4.220%	425,000.00	422,808.59	569.46	423,378.05	5,859.63
US Treasury Notes	4.625%	09/03/24	09/30/30	1,553	3.750%	675,000.00	706,851.56	(8,829.59)	698,021.97	7,847.34
US Treasury Notes	0.875%	12/11/20	11/15/30	1,599	0.880%	200,000.00	199,867.19	74.23	199,941.42	223.51
US Treasury Notes	3.625%	01/21/26	12/31/30	1,645	3.850%	100,000.00	98,984.38	84.00	99,068.38	9.85
US Treasury Notes	3.625%	06/02/26	12/31/30	1,645	4.180%	200,000.00	195,414.06	72.99	195,487.05	19.70
US Treasury Notes	3.750%	01/04/24	12/31/30	1,645	3.960%	600,000.00	592,242.19	2,525.82	594,768.01	61.14
US Treasury Notes	4.125%	04/23/26	03/31/31	1,735	3.930%	85,000.00	85,743.75	(25.65)	85,718.10	881.35
US Treasury Notes	4.125%	04/15/26	03/31/31	1,735	3.930%	145,000.00	146,285.74	(49.49)	146,236.25	1,503.48
US Treasury Notes	3.875%	03/31/26	03/31/31	1,735	4.100%	525,000.00	519,606.45	248.52	519,854.97	5,113.73
US Treasury Notes	4.125%	06/11/25	07/31/31	1,857	4.240%	125,000.00	124,199.22	123.77	124,322.99	2,150.81
US Treasury Notes	3.750%	12/30/24	08/31/31	1,888	4.510%	190,000.00	181,746.88	1,649.95	183,396.83	2,381.45
US Treasury Notes	3.750%	03/03/26	08/31/31	1,888	3.690%	300,000.00	300,914.06	(49.41)	300,864.65	3,760.19
US Treasury Notes	4.125%	07/03/25	10/31/31	1,949	3.920%	375,000.00	379,189.45	(592.00)	378,597.45	2,606.15
US Treasury Notes	1.375%	02/22/22	11/15/31	1,964	1.940%	450,000.00	427,517.58	10,061.09	437,578.67	790.25
US Treasury Notes	4.125%	09/30/25	11/30/31	1,979	3.820%	400,000.00	406,546.88	(716.22)	405,830.66	1,397.54
US Treasury Notes	4.500%	10/06/25	12/31/31	2,010	3.810%	775,000.00	804,274.41	(3,104.89)	801,169.52	94.77
US Treasury Notes	4.125%	08/05/25	02/29/32	2,070	4.140%	300,000.00	299,765.63	28.71	299,794.34	4,136.21
US Treasury Notes	2.875%	09/04/25	05/15/32	2,146	3.990%	195,000.00	182,378.32	1,378.65	183,756.97	716.02
US Treasury Notes	4.000%	10/29/25	07/31/32	2,223	3.770%	100,000.00	101,359.38	(120.17)	101,239.21	1,668.51
US Treasury Notes	3.750%	12/26/25	11/30/32	2,345	3.930%	75,000.00	74,188.48	53.03	74,241.51	238.22
US Treasury Notes	3.500%	01/07/26	02/15/33	2,422	3.940%	125,000.00	122,856.45	121.36	122,977.81	397.03
US Treasury Notes	3.750%	05/06/26	02/28/33	2,435	4.230%	220,000.00	213,786.72	120.98	213,907.70	2,757.47
US Treasury Notes	3.750%	04/09/26	02/28/33	2,435	4.080%	260,000.00	254,810.15	148.21	254,958.36	3,258.83
US Treasury Notes	4.125%	05/06/26	04/30/33	2,496	4.240%	150,000.00	148,968.75	20.15	148,988.90	1,042.46
US Treasury Notes	4.125%	04/30/26	04/30/33	2,496	4.220%	290,000.00	288,334.77	34.88	288,369.65	2,015.42
US Treasury Notes	4.500%	03/04/25	11/15/33	2,695	4.220%	90,000.00	91,785.94	(231.68)	91,554.26	517.26
US Treasury Notes	4.500%	09/04/25	11/15/33	2,695	4.120%	95,000.00	97,504.88	(215.35)	97,289.53	545.99
US Treasury Notes	4.250%	04/03/25	11/15/34	3,060	4.150%	190,000.00	191,439.85	(154.52)	191,285.33	1,031.32
New York St Dorm Auth Municipal Bonds	2.888%	03/25/22	03/15/27	258	2.890%	55,000.00	55,000.00	0.00	55,000.00	467.70
NYC Transitional	4.930%	05/29/25	05/01/31	1,766	4.930%	150,000.00	150,000.00	0.00	150,000.00	1,232.50
New York H	5.171%	04/29/25	02/01/32	2,042	5.170%	300,000.00	300,000.00	0.00	300,000.00	6,463.75
Oregon St B	4.891%	04/29/25	05/01/32	2,132	4.890%	75,000.00	75,000.00	0.00	75,000.00	611.38
NYC Transitional	5.030%	05/29/25	05/01/32	2,132	5.030%	150,000.00	150,000.00	0.00	150,000.00	1,257.50
Hawaii St	4.569%	04/30/26	10/01/33	2,650	4.570%	155,000.00	155,000.00	0.00	155,000.00	1,200.00
FR ZT1267	2.500%	08/21/19	05/01/28	671	2.320%	5,185.74	5,257.86	(56.47)	5,201.39	10.80
FNMA Pool #AU1266	3.000%	10/31/17	07/01/28	732	2.720%	8,795.80	9,019.82	(180.88)	8,838.94	21.99
FG J32374	2.500%	02/17/22	11/01/28	855	2.220%	18,907.45	19,238.33	(214.50)	19,023.83	39.39
Fannie Mae Pool	4.000%	03/18/19	03/01/29	975	3.630%	4,027.55	4,151.52	(90.15)	4,061.37	13.43
FNMA Pool #AS4197	3.500%	07/16/15	01/01/30	1,281	3.000%	5,557.68	5,884.19	(246.33)	5,637.86	16.21
FHLMC Pool #U49048	3.000%	03/17/16	08/01/30	1,493	2.630%	7,334.59	7,656.62	(229.92)	7,426.70	18.34
FNMA Pool #AL7738	3.500%	02/17/16	11/01/30	1,585	2.960%	7,453.15	7,936.43	(339.33)	7,597.10	21.74
FR Z57331	3.000%	02/13/20	12/01/30	1,615	2.600%	23,251.02	24,130.20	(515.99)	23,614.21	58.13
FN FM1082	3.000%	08/19/19	09/01/31	1,889	2.720%	13,325.16	13,710.34	(218.51)	13,491.83	33.31
FG G16635	3.000%	04/18/19	02/01/32	2,042	2.930%	19,427.56	19,581.60	(86.44)	19,495.16	48.57
FN FS2986	4.000%	10/21/22	10/01/32	2,285	4.370%	56,460.89	54,784.70	618.57	55,403.27	188.20
FN BM5462	3.000%	06/21/19	11/01/32	2,316	2.800%	20,845.53	21,317.81	(247.00)	21,070.81	52.11
Freddie Mac Pool	4.000%	06/07/18	02/01/33	2,408	3.730%	6,785.71	6,990.32	(112.24)	6,878.08	22.62
FN CA1455	4.000%	12/20/18	03/01/33	2,436	3.760%	19,744.02	20,257.67	(271.13)	19,986.54	65.81
FN BM5830	3.500%	06/05/19	04/01/34	2,832	3.180%	26,388.85	27,378.43	(468.79)	26,909.64	76.97
FN FM0047	3.000%	06/17/21	12/01/34	3,076	2.450%	39,040.12	41,510.63	(920.61)	40,590.02	97.60
FR SB0759	4.500%	10/18/22	03/01/35	3,166	4.630%	53,579.82	52,910.07	199.41	53,109.48	200.92
FR SB0364	3.500%	06/21/21	06/01/35	3,258	2.830%	33,870.43	36,495.39	(940.61)	35,554.78	98.79
FR SB0666	4.000%	05/17/22	06/01/35	3,258	3.750%	67,203.17	68,967.26	(554.88)	68,412.38	224.01
FN FM3701	2.500%	07/27/20	07/01/35	3,288	2.040%	33,918.42	35,905.83	(785.24)	35,120.59	70.66
FR SB0361	3.000%	03/20/23	07/01/35	3,288	3.530%	69,189.91	65,568.25	962.24	66,530.49	172.97
FN FM5714	4.000%	03/19/21	11/01/35	3,411	3.230%	20,623.43	22,466.65	(661.88)	21,804.77	68.74
FR SB1478	5.000%	04/10/25	02/01/40	4,964	4.960%	223,903.94	224,918.51	(57.94)	224,860.57	932.93
FN FM8086	3.500%	10/15/21	07/01/51	9,132	3.090%	119,232.61	128,640.81	(1,481.07)	127,159.74	347.76
FHMS K070 A2	3.303%	07/05/24	11/01/27	489	4.890%	275,000.00	261,325.20	7,709.04	269,034.24	756.94
FHMS KJ40 A1	3.400%	07/14/22	06/01/28	702	3.400%	61,617.96	61,617.20	0.50	61,617.70	174.58
FNA 2023-M6 A2	4.190%	07/31/23	07/01/28	732	4.580%	233,653.91	229,692.74	2,318.41	232,011.15	815.84
FHMS K508 A2	4.740%	10/19/23	08/01/28	763	5.260%	250,000.00	244,516.00	2,869.57	247,385.57	987.50
FHMS K506 A2	4.650%	09/14/23	08/01/28	763	4.990%	255,000.00	251,227.79	2,010.81	253,238.60	988.13
FHMS K509 A2	4.850%	10/31/23	09/01/28	794	5.600%	190,000.00	183,942.23	3,033.98	186,976.21	767.92
FHMS K507 A2	4.800%	09/28/23	09/01/28	794	5.070%	250,000.00	247,011.75	1,530.39	248,542.14	1,000.00
FHMS K510 A2	5.069%	11/21/23	10/01/28	824	5.140%	90,000.00	89,739.81	129.24	89,869.05	380.18
FHMS K511 A2	4.860%	12/07/23	10/25/28	848	4.930%	140,000.00	139,597.78	198.63	139,796.41	567.00
FHMS K512 A2	5.000%	12/21/23	11/01/28	855	4.780%	72,577.52	67,754.24	2,913.42	70,667.66	181.44
FHMS K750 A1	3.000%	11/03/22	11/01/28	855	4.260%	119,731.03	120,849.08	(538.51)	120,310.57	498.88
FHMS KJ45 A1	4.455%	05/25/23	11/01/28	855	4.460%	177,581.42	177,581.06	0.20	177,581.26	659.27
FHMS KJ43 A1	4.377%	12/15/22	12/01/28	885	4.380%	115,210.62	115,208.65	1.16	115,209.81	420.23
FHMS K514 A2	4.572%	06/06/24	12/01/28	885	4.960%	265,000.00	260,859.38	1,759.96	262,619.34	1,009.65
FHMS KJ44 A1	4.558%	02/23/23	01/25/29	940	4.560%	47,059.19	47,057.72	0.83	47,058.55	178.75
FHMS K752 A1	4.284%	08/24/23	01/01/29	916	4.910%	89,693.46	87,044.01	1,394.66	88,438.67	320.21
FHMS K749 A2	2.120%	04/15/25	03/01/29	975	4.200%	200,000.00	184,835.94	4,372.26	189,208.20	353.33
FHMS KJ42 A1	3.902%	09/15/22	07/01/29	1,097	3.900%	76,382.60	76,379.69	1.61	76,381.30	248.37
FHMS K526 A2	4.543%	08/15/24	07/01/29	1,097	4.330%	240,000.00	242,244.96	(793.44)	241,451.52	908.60
FHMS K097 A2	2.508%	07/17/24	07/01/29	1,097	4.520%	270,000.00	245,552.34	8,834.68	254,387.02	564.30
FHMS K529 A2	4.791%	10/16/24	09/01/29	1,159	4.340%	160,000.00	163,197.92	(1,025.01)	162,172.91	638.80
FHMS K120 A1	0.892%	04/01/24	07/01/30	1,462	3.310%	214,559.70	184,940.41	9,820.14	194,760.55	159.49
FHMS KJ49 A1	5.007%	02/19/24	09/01/30	1,524	5.010%	180,689.57	180,684.33	1.79	180,686.12	753.93

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 06/30/26
FNA 2026-M112A2	4.250%	06/29/26	05/01/31	1,766	4.530%	210,000.00	207,440.63	(36.21)	207,404.42	743.75
FHR 4096 PA	1.375%	02/21/20	08/01/27	397	1.490%	6,795.52	6,740.31	46.91	6,787.22	7.79
FNR 2012-145 EA	1.250%	02/07/20	01/01/28	550	1.440%	4,215.43	4,155.65	48.00	4,203.65	4.39
FNR 2013-39 MP	1.750%	12/09/19	05/01/28	671	1.860%	12,679.58	12,572.59	82.94	12,655.53	18.49
Fannie Mae	2.500%	10/25/19	03/01/33	2,436	2.400%	21,299.96	21,532.93	(115.93)	21,417.00	44.37
Freddie Mac	3.000%	05/03/19	04/01/34	2,832	2.960%	26,397.64	26,527.57	(62.18)	26,465.39	65.99
FHR 5050 XL	1.000%	02/11/22	07/01/36	3,654	1.180%	29,570.73	28,868.41	213.65	29,082.06	24.64
FHR 5050 XL	1.000%	07/19/24	07/01/36	3,654	1.820%	125,451.57	114,376.55	1,576.13	115,952.68	104.54
FHR 5050 XA	1.000%	07/24/24	07/01/39	4,749	1.690%	128,099.77	116,450.69	1,290.68	117,741.37	106.75
FHR 5042 DA	1.000%	07/24/24	05/01/41	5,419	1.550%	129,378.00	118,906.47	1,028.42	119,934.89	107.82
FHR 4384 BA	3.000%	05/29/26	08/01/43	6,241	3.270%	319,192.62	308,020.88	5.53	308,026.41	797.98
FNR 2015-33 P	2.500%	02/14/20	06/01/45	6,911	2.400%	12,160.82	12,392.64	(58.21)	12,334.43	25.34
FNR 2016-79 HA	2.000%	06/05/20	11/01/46	7,429	1.830%	23,341.36	24,194.78	(195.42)	23,999.36	38.90
FNR 2019-13A	3.500%	01/23/24	04/01/49	8,311	3.840%	193,995.79	183,485.17	631.03	184,116.20	565.82
Federal Home Loan Bank Notes	0.830%	08/19/22	02/10/27	225	3.370%	245,000.00	219,338.70	22,172.89	241,511.59	796.45
Fannie Mae Notes	0.750%	10/07/20	10/08/27	465	0.770%	210,000.00	209,699.70	245.82	209,945.52	363.13
Fannie Mae Notes	0.875%	08/05/20	08/05/30	1,497	0.930%	100,000.00	99,485.00	304.08	99,789.08	354.86
Federal Home Loan Bank Notes	3.500%	08/05/22	06/11/32	2,173	3.120%	230,000.00	237,378.40	(2,925.56)	234,452.84	447.22
American Honda Finance	4.900%	07/10/24	07/09/27	374	4.950%	185,000.00	184,761.35	153.39	184,914.74	4,331.06
National Rural Util Corp	4.750%	02/07/25	02/07/28	587	4.650%	55,000.00	54,975.80	10.89	54,986.69	1,045.00
Mars Inc	4.600%	03/12/25	03/01/28	610	4.600%	50,000.00	49,999.50	0.26	49,999.76	766.67
Mars Inc	4.600%	03/12/25	03/01/28	610	4.530%	80,000.00	80,157.60	(68.63)	80,088.97	1,226.67
Kenvue Inc	5.050%	06/30/25	03/22/28	631	4.120%	150,000.00	153,541.50	(1,298.64)	152,242.86	2,083.13
Citigroup Inc	4.643%	05/07/25	05/07/28	677	4.640%	200,000.00	200,000.00	0.00	200,000.00	1,392.90
National Secs Clearing	5.000%	11/24/25	05/30/28	700	3.700%	300,000.00	307,494.00	(1,791.87)	305,702.13	1,291.67
HSBC USA	4.650%	06/03/25	06/03/28	704	4.650%	200,000.00	200,016.00	(5.46)	200,010.54	723.33
PNC Financial	4.075%	01/26/26	01/26/29	941	4.080%	115,000.00	115,000.00	0.00	115,000.00	2,017.69
Astrazeneca Finance LLC	4.850%	04/16/25	02/26/29	972	4.510%	110,000.00	111,287.00	(388.20)	110,898.80	1,852.43
Cisco Systems Inc	4.850%	11/07/25	02/26/29	972	4.020%	210,000.00	215,336.10	(1,023.02)	214,313.08	3,536.46
Mercedes Benz	4.250%	03/10/26	03/10/29	984	4.270%	150,000.00	149,937.00	6.38	149,943.38	1,965.63
KLA Corp	4.100%	11/14/25	03/15/29	989	4.080%	215,000.00	215,144.05	(25.73)	215,118.32	2,595.53
Home Depot	4.900%	12/04/25	04/15/29	1,020	3.970%	100,000.00	102,885.00	(479.29)	102,405.71	1,034.44
American Express Co	4.731%	04/25/25	04/25/29	1,030	4.730%	115,000.00	115,000.00	0.00	115,000.00	997.45
Bank of America Corp	4.623%	05/09/25	05/09/29	1,044	4.620%	200,000.00	200,000.00	0.00	200,000.00	1,335.53
Roche Holdings	4.203%	10/15/25	09/09/29	1,167	4.060%	200,000.00	200,980.00	(171.45)	200,808.55	2,615.20
Bank of NY Mellon	6.317%	03/05/26	10/25/29	1,213	4.620%	155,000.00	163,697.05	(1,014.07)	162,682.98	1,795.08
Wells Fargo	4.182%	01/23/26	01/23/30	1,303	4.180%	50,000.00	50,000.00	0.00	50,000.00	917.72
Adobe Inc	2.300%	02/25/26	02/01/30	1,312	4.090%	45,000.00	42,104.25	239.58	42,343.83	431.25
Adobe Inc	2.300%	02/10/26	02/01/30	1,312	4.130%	125,000.00	116,687.50	761.58	117,449.08	1,197.92
Adobe Inc	2.300%	02/06/26	02/01/30	1,312	4.130%	220,000.00	205,363.40	1,375.67	206,739.07	2,108.33
John Deere Capital	4.550%	06/05/25	06/05/30	1,436	4.560%	100,000.00	99,947.00	10.65	99,957.65	328.61
Analog Devices Inc	4.500%	06/16/25	06/15/30	1,446	4.520%	200,000.00	199,824.00	34.04	199,858.04	400.00
Novartis Capital	4.100%	11/05/25	11/05/30	1,589	4.170%	260,000.00	259,220.00	94.40	259,314.40	1,658.22
Shell Finance US	4.125%	11/06/25	11/06/30	1,590	4.190%	145,000.00	144,572.25	51.09	144,623.34	913.80
Totalenergi Cap USA LLC	4.248%	01/13/26	01/13/31	1,658	4.250%	135,000.00	135,000.00	0.00	135,000.00	2,676.24
Alphabet Inc	4.100%	02/17/26	02/15/31	1,691	4.120%	90,000.00	89,914.50	5.96	89,920.46	1,414.50
Alphabet Inc	4.100%	02/13/26	02/15/31	1,691	4.170%	125,000.00	124,591.25	28.81	124,620.06	1,964.58
Caterpillar Finl	4.500%	05/15/26	05/15/31	1,780	4.530%	115,000.00	114,842.45	3.78	114,846.23	661.25
Eli Lilly & Co	4.375%	05/20/26	05/20/31	1,785	4.400%	130,000.00	129,860.90	3.28	129,864.18	647.74
National Secs Clearing	4.700%	06/09/26	06/09/31	1,805	4.710%	250,000.00	249,922.50	1.18	249,923.68	718.06
Westpac Banking Corp	4.450%	05/14/26	06/12/31	1,808	4.460%	290,000.00	289,826.00	4.48	289,830.48	681.10
Intuit Inc	4.950%	06/11/26	06/15/31	1,811	4.980%	140,000.00	139,826.40	2.12	139,828.52	385.00
Intuit Inc	4.950%	06/11/26	06/15/31	1,811	4.960%	150,000.00	149,959.50	0.73	149,960.23	412.50
Goldman Sachs Group	4.516%	01/21/26	01/21/32	2,031	4.520%	150,000.00	150,000.00	0.00	150,000.00	3,010.67
UBS AG Stamford Ct	4.632%	03/16/26	01/21/32	2,031	4.630%	250,000.00	250,000.00	0.00	250,000.00	3,377.50
Morgan Stanley Bank	4.809%	04/17/26	04/16/32	2,117	4.810%	220,000.00	220,000.00	0.00	220,000.00	2,174.74
Totalenergi Cap USA LLC	4.569%	01/13/26	01/13/33	2,389	4.570%	145,000.00	145,000.00	0.00	145,000.00	3,091.69
Alphabet Inc	4.400%	02/13/26	02/15/33	2,422	4.500%	145,000.00	144,170.60	39.85	144,210.45	2,445.67
Salesforce Inc	5.200%	03/13/26	03/15/33	2,450	5.240%	295,000.00	294,348.05	25.03	294,373.08	4,602.00
Servicenow Inc	5.050%	05/15/26	05/15/33	2,511	5.190%	155,000.00	153,721.25	20.32	153,741.57	1,000.18
Nvidia	4.750%	06/18/26	06/15/33	2,542	4.780%	290,000.00	289,556.30	3.61	289,559.91	497.43
Amazon Com Inc	4.875%	06/01/26	03/13/36	3,544	5.020%	290,000.00	286,804.20	22.21	286,826.41	4,241.25
Salesforce Inc	5.000%	05/08/26	05/07/36	3,599	4.980%	290,000.00	290,452.40	(5.25)	290,447.15	2,175.00
Truist Bank	4.136%	01/23/26	10/23/29	1,211	4.230%	290,000.00	288,999.50	109.18	289,108.68	2,265.61
Morgan Stanley Bank	4.213%	02/02/26	02/08/30	1,319	4.220%	50,000.00	49,988.50	1.24	49,989.74	871.86
Morgan Stanley Bank	4.213%	02/02/26	02/08/30	1,319	4.210%	250,000.00	250,000.00	0.00	250,000.00	4,359.28
Weighted Avg Maturity			1,696		3.885%	\$ 30,031,284.42	\$ 29,823,196.65	\$ 75,166.37	\$ 29,898,363.02	\$ 200,808.57

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 06/30/26
Capital Reserve (01-122000)										
IIIT - Money Market (PFM Asset Management)	3.630%	06/30/26	07/01/26	1	3.630%	360,611.28	360,611.28	0.00	360,611.28	-
US Treasury Notes	4.500%	11/17/25	05/15/27	319	3.590%	475,000.00	481,234.38	(2,558.71)	478,675.67	2,729.96
US Treasury Notes	3.875%	10/06/25	05/31/27	335	3.600%	140,000.00	140,601.56	(263.56)	140,338.00	459.49
US Treasury Notes	3.875%	07/22/25	05/31/27	335	3.870%	280,000.00	280,010.94	(5.21)	280,005.73	918.99
US Treasury Notes	3.125%	09/04/25	08/31/27	427	3.680%	1,725,000.00	1,706,874.02	7,352.27	1,714,226.29	18,017.58
US Treasury Notes	2.250%	01/05/26	11/15/27	503	3.480%	235,000.00	229,831.84	1,322.17	231,154.01	675.31
US Treasury Notes	3.875%	01/21/26	11/30/27	518	3.590%	670,000.00	673,402.34	(788.49)	672,613.85	2,199.01
US Treasury Notes	3.500%	01/21/26	01/31/28	580	3.600%	325,000.00	324,377.93	132.96	324,510.89	4,744.82
US Treasury Notes	3.500%	01/07/26	01/31/28	580	3.470%	2,150,000.00	2,151,259.77	(284.85)	2,150,974.92	31,388.81
US Treasury Notes	1.125%	04/03/25	02/29/28	609	3.840%	400,000.00	370,421.88	12,240.79	382,662.67	1,504.08
US Treasury Notes	3.375%	03/13/26	02/29/28	609	3.740%	1,500,000.00	1,489,570.31	1,543.26	1,491,113.57	16,920.86
US Treasury Notes	1.125%	03/05/26	02/29/28	609	3.430%	3,000,000.00	2,868,046.88	20,757.44	2,888,804.32	11,280.57
US Treasury Notes	3.750%	03/31/26	04/15/28	655	4.020%	1,500,000.00	1,492,207.03	932.39	1,493,139.42	11,834.02
US Treasury Notes	3.750%	05/21/25	05/15/28	685	3.940%	200,000.00	198,953.13	376.32	199,329.45	957.88
US Treasury Notes	3.750%	07/03/25	05/15/28	685	3.690%	1,950,000.00	1,952,970.70	(992.58)	1,951,978.12	9,339.33
US Treasury Notes	3.750%	06/05/25	05/31/28	701	3.890%	775,000.00	769,248.05	1,989.24	771,237.29	2,379.53
US Treasury Notes	3.625%	05/06/26	05/31/28	701	3.890%	1,525,000.00	1,517,136.72	564.85	1,517,701.57	4,682.29
US Treasury Notes	4.000%	08/05/25	06/30/28	731	3.890%	1,725,000.00	1,730,053.71	(1,513.42)	1,728,540.29	187.50
US Treasury Notes	4.125%	09/04/25	07/31/28	762	3.650%	1,400,000.00	1,418,210.94	(4,959.24)	1,413,251.70	24,089.09
US Treasury Notes	3.500%	12/03/25	10/15/28	838	3.540%	385,000.00	384,608.98	76.30	384,685.28	2,834.90
US Treasury Notes	3.500%	03/04/26	10/15/28	838	3.550%	1,000,000.00	998,710.94	155.73	998,866.67	7,363.39
US Treasury Notes	4.875%	12/04/25	10/31/28	854	3.500%	300,000.00	311,285.16	(2,142.83)	309,142.33	2,463.99
US Treasury Notes	3.500%	04/13/26	03/15/29	989	3.800%	675,000.00	669,383.79	393.07	669,776.86	6,933.42
US Treasury Notes	2.375%	06/03/26	03/31/29	1,005	4.090%	120,000.00	114,553.13	139.97	114,693.10	716.39
US Treasury Notes	2.375%	04/08/26	03/31/29	1,005	3.880%	530,000.00	507,806.25	1,629.98	509,436.23	3,164.07
US Treasury Notes	4.250%	06/05/26	06/30/29	1,096	4.100%	600,000.00	602,578.13	(55.50)	602,522.63	69.29
New York H	4.669%	04/29/25	02/01/28	581	4.670%	125,000.00	125,000.00	0.00	125,000.00	2,431.77
NYC Transitional	4.487%	05/29/25	05/01/28	671	4.490%	125,000.00	125,000.00	0.00	125,000.00	934.79
Oregon St B	4.368%	04/29/25	05/01/28	671	4.370%	145,000.00	145,000.00	0.00	145,000.00	1,055.60
FN AL2092	3.000%	03/06/18	07/01/27	366	2.980%	7,602.18	7,611.68	(8.42)	7,603.26	19.01
Fannie Mae Pool	3.500%	04/05/18	02/01/28	581	3.230%	22,305.84	22,814.69	(423.95)	22,390.74	65.06
Fannie Mae Pool	3.500%	04/05/18	03/01/28	610	3.230%	11,381.02	11,640.65	(214.50)	11,426.15	33.19
Fannie Mae Pool	3.500%	04/05/18	04/01/28	641	3.240%	14,125.56	14,434.55	(253.17)	14,181.38	41.20
FR ZT1267	2.500%	08/21/19	05/01/28	671	3.230%	13,612.54	13,801.84	(148.22)	13,653.62	28.36
FN CA1940	4.000%	07/11/18	06/01/28	702	3.640%	15,535.18	15,996.38	(369.29)	15,627.09	51.78
FG J32374	2.500%	02/17/22	11/01/28	855	2.220%	56,077.85	57,059.21	(636.18)	56,423.03	116.83
Fannie Mae Pool	4.000%	03/18/19	03/01/29	975	3.630%	11,219.58	11,564.93	(251.14)	11,313.79	37.40
FN FS2986	4.000%	10/21/22	10/01/32	2,285	4.370%	158,090.54	153,397.23	1,731.99	155,129.22	526.97
FR SB0364	3.500%	06/21/21	06/01/35	3,258	2.830%	101,611.24	109,486.11	(2,821.83)	106,664.28	296.37
FNA 2016-M12 A2	2.527%	11/27/23	09/01/26	63	5.050%	191,474.91	178,655.07	11,584.26	190,239.33	321.50
FNA 2017-M8 A2	3.061%	06/28/24	05/01/27	305	4.920%	254,593.83	242,072.98	8,289.69	250,362.67	649.43
FNA 2024-M6 A2	2.905%	12/17/24	07/01/27	366	4.320%	392,865.38	379,115.09	7,880.49	386,995.58	977.96
FHMS KJ28 A2	2.308%	01/11/24	10/01/27	458	3.910%	299,865.30	282,857.32	10,759.15	293,616.47	576.74
FHMS K070 A2	3.303%	07/05/24	11/01/27	489	4.890%	500,000.00	475,136.72	14,016.45	489,153.17	1,376.25
FHMS K071 A2	3.286%	03/31/25	11/01/27	489	4.360%	500,000.00	486,914.06	5,728.39	492,642.45	1,369.17
FHMS K072 A2	3.444%	04/11/25	12/01/27	519	4.200%	465,000.00	455,936.13	3,941.96	459,878.09	1,334.55
FNA 2018-M2 A2	3.003%	04/08/25	01/01/28	550	4.070%	437,632.14	425,221.17	5,253.70	430,474.87	1,103.47
FHMS K506 A1	4.650%	09/14/23	05/01/28	671	5.010%	627,801.97	618,413.21	5,303.12	623,716.33	2,432.73
FHMS KJ46 A1	4.777%	04/05/24	06/01/28	702	4.990%	455,039.61	451,306.86	1,979.33	453,286.19	1,811.44
FNA 2023-M6 A2	4.190%	07/31/23	07/01/28	732	4.580%	591,006.92	580,987.50	5,864.21	586,851.71	2,063.60
FHMS K506 A2	4.650%	04/07/26	08/01/28	763	4.230%	500,000.00	504,746.09	(439.93)	504,306.16	1,937.50
FHMS K507 A2	4.800%	04/07/26	09/01/28	794	4.240%	525,000.00	531,870.12	(614.47)	531,255.65	2,100.00
FHMS K514 A2	4.572%	03/06/26	12/01/28	885	3.950%	510,000.00	518,466.80	(912.44)	517,554.36	1,943.10
FHMS K109 A1	1.036%	04/24/24	10/01/29	1,189	3.380%	544,755.37	480,576.37	0.00	480,576.37	470.31
FHMS K106 A1	1.783%	04/11/24	10/01/29	1,189	3.680%	579,375.28	524,221.46	20,721.93	544,943.39	860.86
FHMS K124 A1	0.964%	12/24/25	08/01/30	1,493	2.470%	478,067.58	446,208.86	3,354.22	449,563.08	384.05
FHR 4096 PA	1.375%	02/21/20	08/01/27	397	1.490%	17,658.14	17,514.67	121.92	17,636.59	20.23

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 06/30/26
FNR 2013-39 MP	1.750%	12/09/19	05/01/28	671	1.860%	34,039.74	33,752.53	222.65	33,975.18	49.64
FHR 5050 XL	1.000%	02/11/22	07/01/36	3,654	1.180%	87,816.09	85,730.46	634.44	86,364.90	73.18
FHR 5050 XL	1.000%	07/16/24	07/01/36	3,654	1.820%	197,138.18	179,734.58	2,476.78	182,211.36	164.28
FHR 5050 XA	1.000%	07/24/24	07/01/39	4,749	1.690%	232,908.68	211,728.54	2,346.69	214,075.23	194.09
FHR 5277 CA	2.500%	04/08/24	12/01/39	4,902	3.140%	261,159.03	240,286.71	2,962.78	243,249.49	544.08
FHR 5042 DA	1.000%	07/24/24	05/01/41	5,419	1.550%	232,880.40	214,031.64	1,851.15	215,882.79	194.07
FNR 2021-45 DC	1.250%	05/29/26	07/01/41	5,480	1.790%	532,736.06	495,028.33	16.47	495,044.80	554.93
FHR 4384 BA	3.000%	05/29/26	08/01/43	6,241	3.270%	553,267.21	533,902.86	9.59	533,912.45	1,383.17
FNR 2015-33 P	2.500%	02/14/20	06/01/45	6,911	2.400%	31,922.23	32,530.75	(152.78)	32,377.97	66.50
Federal Home Loan Bank Notes	1.145%	08/14/23	12/30/26	183	4.060%	975,000.00	895,118.25	68,122.84	963,241.09	77.86
Federal Home Loan Bank Notes	0.830%	08/19/22	02/10/27	225	3.370%	675,000.00	604,300.50	61,088.58	665,389.08	2,194.31
Federal Home Loan Bank Notes	1.020%	08/16/22	02/24/27	239	3.240%	710,000.00	644,104.90	56,464.17	700,569.07	2,554.82
American Honda Finance	4.900%	03/14/24	03/12/27	255	4.890%	85,000.00	84,953.25	35.32	84,988.57	1,261.07
American Honda Finance	4.900%	03/13/24	03/12/27	255	4.920%	90,000.00	90,036.90	(27.83)	90,009.07	1,335.25
American Honda Finance	4.900%	07/10/24	07/09/27	374	4.950%	325,000.00	324,580.75	269.47	324,850.22	7,608.61
National Rural Util Corp	4.750%	02/07/25	02/07/28	587	4.650%	95,000.00	94,958.20	18.81	94,977.01	1,805.00
Mars Inc	4.600%	03/12/25	03/01/28	610	4.600%	90,000.00	89,999.10	0.47	89,999.57	1,380.00
Mars Inc	4.600%	03/12/25	03/01/28	610	4.530%	150,000.00	150,295.50	(128.68)	150,166.82	2,300.00
Abbvie Inc	3.775%	03/04/26	03/03/28	612	3.790%	150,000.00	149,949.00	8.16	149,957.16	1,840.31
Kenvue Inc	5.050%	06/30/25	03/22/28	631	4.120%	265,000.00	271,256.65	(2,294.26)	268,962.39	3,680.19
JP Morgan Chase	4.323%	10/06/25	04/26/28	666	4.160%	375,000.00	376,425.00	(663.89)	375,761.11	2,927.03
Citigroup Inc	4.643%	05/07/25	05/07/28	677	4.640%	370,000.00	370,000.00	0.00	370,000.00	2,576.87
ServiceNow Inc.	4.250%	05/15/26	05/15/28	685	4.440%	65,000.00	64,764.70	14.61	64,779.31	352.99
ServiceNow Inc.	4.250%	05/15/26	05/15/28	685	4.360%	250,000.00	249,465.00	33.52	249,498.52	1,357.64
National Secs Clearing	5.000%	04/23/25	05/30/28	700	4.310%	250,000.00	254,195.00	(1,586.10)	252,608.90	1,076.39
National Secs Clearing	5.000%	11/24/25	05/30/28	700	3.700%	250,000.00	256,245.00	(1,493.23)	254,751.77	1,076.39
National Secs Clearing	5.000%	05/23/25	05/30/28	700	4.330%	480,000.00	487,545.60	(2,728.23)	484,817.37	2,066.67
HSBC USA	4.650%	06/03/25	06/03/28	704	4.650%	375,000.00	375,030.00	(10.23)	375,019.77	1,356.25
Analog Devices Inc	4.500%	06/16/25	06/15/28	716	4.290%	275,000.00	274,703.00	99.43	274,802.43	519.44
PNC Bank	4.429%	10/08/25	07/21/28	752	4.190%	375,000.00	377,276.25	(910.75)	376,365.50	7,381.67
Goldman Sachs	4.148%	01/21/26	01/21/29	936	4.150%	180,000.00	180,000.00	0.00	180,000.00	3,318.40
Goldman Sachs	4.148%	03/03/26	01/21/29	936	4.190%	210,000.00	209,754.30	26.53	209,780.83	3,871.47
National Rural Util Corp	4.850%	03/31/26	02/07/29	953	4.430%	380,000.00	384,240.80	(361.35)	383,879.45	7,372.00
Alphabet Inc	3.700%	02/13/26	02/15/29	961	3.830%	75,000.00	74,727.75	33.12	74,760.87	1,063.75
Realty Income Corp	4.750%	03/18/26	02/15/29	961	4.320%	210,000.00	212,448.60	(234.93)	212,213.67	3,768.33
Alphabet Inc	3.700%	02/17/26	02/15/29	961	3.740%	440,000.00	439,542.40	54.65	439,597.05	6,240.67
Cisco Systems Inc	4.850%	11/07/25	02/26/29	972	4.020%	370,000.00	379,401.70	(1,802.46)	377,599.24	6,230.90
Abbott Laboratories	3.700%	03/09/26	03/09/29	983	3.750%	415,000.00	414,472.95	52.69	414,525.64	4,777.11
Mercedes Benz	4.250%	03/10/26	03/10/29	984	4.270%	250,000.00	249,895.00	10.63	249,905.63	3,276.04
Amazon Com Inc	4.000%	03/13/26	03/13/29	987	4.010%	400,000.00	399,864.00	13.36	399,877.36	4,800.00
KLA Corp	4.100%	11/14/25	03/15/29	989	4.080%	510,000.00	510,341.70	(61.02)	510,280.68	6,156.83
Salesforce Inc	4.650%	03/13/26	03/15/29	989	4.660%	775,000.00	774,829.50	16.62	774,846.12	10,811.25
Novartis Capital	4.100%	03/18/26	03/16/29	990	4.140%	120,000.00	119,859.60	12.88	119,872.48	1,407.67
UBS AG Stamford Ct	4.302%	03/16/26	03/16/29	990	4.300%	250,000.00	250,000.00	0.00	250,000.00	3,136.88
Home Depot	4.900%	12/04/25	04/15/29	1,020	3.970%	375,000.00	385,818.75	(1,797.34)	384,021.41	3,879.17
American Express Co	4.731%	04/25/25	04/25/29	1,030	4.730%	210,000.00	210,000.00	0.00	210,000.00	1,821.44
Bank of America Corp	4.623%	05/09/25	05/09/29	1,044	4.620%	370,000.00	370,000.00	0.00	370,000.00	2,470.74
Caterpillar Finl	4.300%	05/15/26	05/15/29	1,050	4.340%	325,000.00	324,610.00	16.55	324,626.55	1,785.69
Gilead Sciences	4.400%	05/20/26	05/20/29	1,055	4.410%	385,000.00	384,926.85	2.94	384,929.79	1,929.28
National Australia Bk	4.434%	06/04/26	06/04/29	1,070	4.430%	500,000.00	500,000.00	0.00	500,000.00	1,662.75
Mastercard	4.425%	06/08/26	06/08/29	1,074	4.430%	515,000.00	514,902.15	2.44	514,904.59	1,455.95
Nvidia	4.350%	06/18/26	06/15/29	1,081	4.370%	1,030,000.00	1,029,515.90	6.35	1,029,522.25	1,617.96
American Express Co	4.351%	02/04/26	07/20/29	1,116	4.190%	250,000.00	251,305.00	(207.44)	251,097.56	4,864.66
BMW US Capital	4.650%	06/03/26	08/13/29	1,140	4.690%	250,000.00	249,667.50	7.78	249,675.28	4,456.25
BMW US Capital	4.650%	06/03/26	08/13/29	1,140	4.690%	750,000.00	749,070.00	22.44	749,092.44	13,368.75
Bank of NY Mellon	6.317%	03/05/26	10/25/29	1,213	4.620%	270,000.00	285,149.70	(1,766.44)	283,383.26	3,126.92
Wells Fargo	4.182%	01/23/26	01/23/30	1,303	4.180%	85,000.00	85,000.00	0.00	85,000.00	1,560.12
Morgan Stanley Bank	4.431%	01/26/26	01/23/30	1,303	4.300%	280,000.00	281,290.80	(128.45)	281,162.35	5,445.21
Truist Bank	4.136%	01/23/26	10/23/29	1,211	4.230%	130,000.00	129,551.50	48.94	129,600.44	1,015.62
Truist Bank	4.136%	11/10/25	10/23/29	1,211	4.230%	373,706.25	373,706.25	196.13	373,902.38	2,929.67
Morgan Stanley Bank	4.213%	02/02/26	02/08/30	1,319	4.220%	225,000.00	224,948.25	5.58	224,953.83	3,923.36
Morgan Stanley Bank	4.213%	02/02/26	02/08/30	1,319	4.210%	275,000.00	275,000.00	0.00	275,000.00	4,795.21
Weighted Avg Maturity			932		3.868%	\$ 52,646,176.86	\$ 51,892,747.44	\$ 316,329.77	\$ 52,209,077.21	\$ 373,518.54
TOTAL ALL FUNDS					3.862%	\$ 141,422,100.95	\$ 139,919,645.92	\$ 615,892.53	\$ 140,535,538.45	\$ 956,030.29
Less: Net Unsettled Trades									-	
90 DAY US TREASURY YIELD					3.87%				\$ 140,535,538.45	
3 month US Treasury Bill Index					3.74%					
0-3 Year US Treasury Index					4.00%					
1-3 Year US Treasury Index					4.15%					
1-5 Year US Treasury Index					4.16%					
1-10 Year US Treasury Index					4.20%					

DuPAGE WATER COMMISSION
WATERLINK INVESTMENTS
(Unaudited)
June 30, 2026

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE	YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 06/30/26
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Waterlink (01-122500)

IIIT - Money Market	3.630%	06/30/26	07/01/26	1	3.630%	9,739,705.95	9,739,705.95	0.00	9,739,705.95	-
Barclays US	0.000%	04/06/26	07/01/26	1	3.920%	5,500,000.00	5,448,495.56	51,504.44	5,500,000.00	-
Atlantic Asset	0.000%	04/06/26	07/16/26	16	3.920%	2,525,000.00	2,497,230.61	23,645.22	2,520,875.83	-
Sumitomo Mitsui	0.000%	04/14/26	07/16/26	16	3.870%	8,100,000.00	8,019,020.25	67,918.50	8,086,938.75	-
Ionic III	0.000%	05/14/26	08/14/26	45	3.840%	8,900,000.00	8,812,661.33	45,568.00	8,858,229.33	-
Albion	0.000%	05/11/26	08/17/26	48	3.840%	4,150,000.00	4,106,618.67	22,576.00	4,129,194.67	-
Ionic III	0.000%	05/22/26	08/21/26	52	3.860%	4,400,000.00	4,357,068.22	18,871.11	4,375,939.33	-
Starbird Funding	0.000%	06/05/26	09/03/26	65	3.830%	2,000,000.00	1,980,850.00	5,532.22	1,986,382.22	-
LMA Americas	0.000%	06/05/26	09/03/26	65	3.830%	5,100,000.00	5,051,167.50	14,107.17	5,065,274.67	-
Mont Blanc	0.000%	06/05/26	09/08/26	70	3.850%	3,356,000.00	3,321,903.97	9,331.55	3,331,235.52	-
BNP Paribas	0.000%	06/08/26	09/08/26	70	3.800%	5,000,000.00	4,951,444.44	12,138.89	4,963,583.33	-
St Lawrence Funding	0.000%	06/26/26	09/24/26	86	3.910%	4,500,000.00	4,456,012.50	2,443.75	4,458,456.25	-
Weighted Avg Maturity				39	3.824%	\$ 63,270,705.95	\$ 62,742,179.00	\$ 273,636.85	\$ 63,015,815.85	\$ -
Less: Net Unsettled Trades									-	
									\$ 63,015,815.85	

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

	<u>Operating</u>	<u>Waterlink</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Cash received from customers	\$ 24,618,278	\$ -
Cash payments to suppliers	(23,939,893)	-
Cash payments to employees	(770,129)	-
Net cash from operating activities	(91,744)	-
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES		
Cash received from sales taxes	33,470	-
Cash received/paid from long term loans	72,392	-
Cash payments for net pension activity	0	-
Net cash from noncapital financing activities	105,862	-
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES		
Interest paid	0	-
Principal paid	0	-
Escrow activity	1	(12,758,579)
Construction and purchase of capital assets	(28,934)	-
Net cash from capital and related financing activities	(28,933)	(12,758,579)
CASH FLOWS FROM INVESTING ACTIVITIES		
Investment income	970,596	499,675
Net cash from investing activities	970,596	499,675
Net Increase (Decrease) in cash and investments	955,781	(12,258,904)
CASH AND INVESTMENTS, MAY 1, 2026	155,126,946	84,898,202
CASH AND INVESTMENTS, JUNE 30, 2026	\$ <u>156,082,727</u>	\$ <u>72,639,298</u>

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

	6/30/2026		
	YEAR END TARGETED Reserve or Monthly Cash Amount-Needed	Amount On Hand	Amount Over - (Under) Target
	A	B	C
TABLE 1			
RESERVE ANALYSIS - DWC FUNDS			
A. Operating Reserve <i># of days per current fiscal year management budget</i>	\$ 52,124,230 120	\$ 55,225,130 127	\$ 3,100,900
B. Capital Reserve (3)	\$ 26,300,000	\$ 51,074,613	\$ 24,774,613
C. Long Term Water Capital Reserve	\$ 30,925,000	\$ 29,898,363	\$ (1,026,637)
D. O+M Account (1)	\$ 14,577,317	\$ 13,379,039	\$ (1,198,278)
E. Current Construction Obligation	\$ 1,134,464	\$ 1,134,464	\$ -
F. General Fund	\$ -	\$ 3,202,968	\$ 3,202,968
DWC FUNDS AND ADJUSTED TARGETS	\$ 125,061,011	\$ 153,914,577	\$ 28,853,567
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	\$ 206,111,011	\$ 153,914,577	\$ (52,196,433)
I. Customer Construction Escrows (2)	\$ 2,168,150	\$ 2,168,150	\$ (0)
J. Customer Construction Escrows Waterlink	\$ 72,639,298	\$ 72,639,298	\$ 0
TOTAL SUMMARY CASH + RESERVE ANALYSIS	\$ 280,918,459	\$ 228,722,025	\$ (52,196,433)

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.

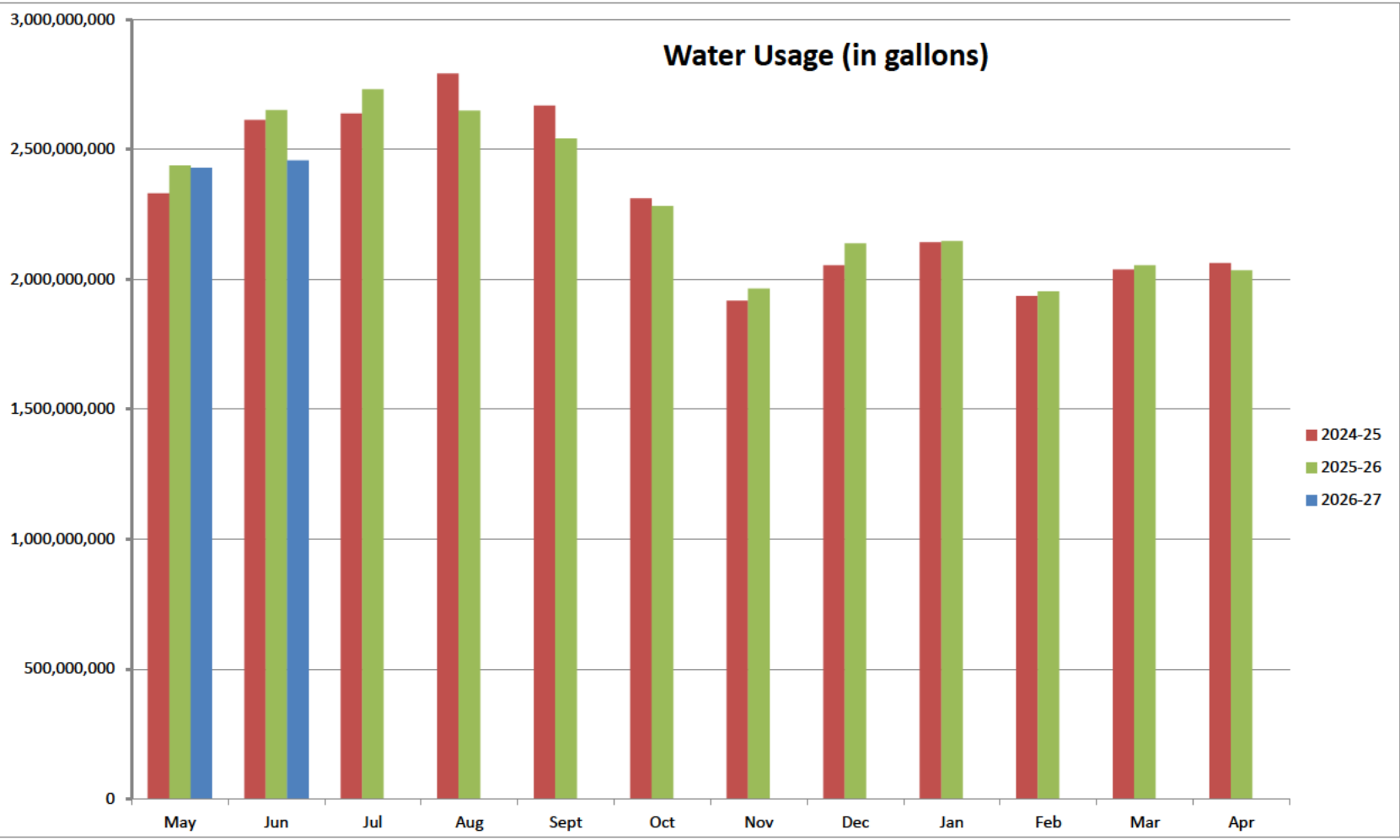


MEMORANDUM

To: Paul May, General Manager
From: Cheryl Peterson, Financial Administrator
Date: 7/7/2026
Subject: Financial Report – June 30, 2026

- Water sales to Commission customers for June 2026 were 194.8 million gallons (7.5%) below June 2025 but increased by 15.3 million gallons compared to May 2026.
- Water sales to Commission customers for June were 27.9 million gallons (1.2%) lower than the budgeted anticipated/forecasted sales for the month. Year-to-date water sales were 170.9 million gallons (3.7%) above the budgeted anticipated/forecasted sales.
- For the month of June, water billings to customers for O&M costs were \$14.1 million and water purchases from the City of Chicago were \$12.2 million. Water billing receivables at the June month end (\$18.6 million) were lower compared to the prior month (\$19.4 million). The decrease was primarily due to timing of monthly collections.
- For the two months ended June 30, 2026, \$29.0 million of the \$152.4 million revenue budget has been realized. Therefore, 19% of the revenue budget has been accounted for year to date. For the same period, \$28.0 million of the \$162.2 million expenditure budget has been realized, and this accounts for 17% of the expenditure budget.
- Adjusted for seasonality based on a monthly trend, year to date revenues are 105% percent of the current budget and expenses are 96% 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 \$15.5 million and \$3.2 million, respectively.

cc: Chairman and Commissioners



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

Revenue Bond Ordinance Accounts and Commission Policy Reserves	Account / Reserve Assets Balance	Offsetting Liabilities	Year-End Specific Account Target	Status
Operations and Maintenance Account (1)	\$ 15,547,188.84	\$ 16,745,466.71		Negative Net Assets
General Account	\$ 3,202,967.78	\$ -		Positive Net Assets
Operating Reserve	\$ 55,225,130.44		\$ 52,124,230.00	Target Met
Capital Reserve (2)	\$ 52,209,077.21		\$ 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	\$ 29,898,363.02		\$ 30,925,000.00	Not Fully Funded
Waterlink Escrow	\$ 72,639,297.74	\$ 72,639,297.74		Positive Net Assets
	\$ 228,722,025.03	\$ 89,384,764.45	\$ 191,533,694.12	\$ (52,196,433.54)

Total Net Assets - All Commission Accounts	
Restricted	\$ -
Unrestricted	\$ 167,610,537.16
Invested in Capital Assets, net	\$ 394,103,941.68
Total	\$ 561,714,478.84

- (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



DuPage Water Commission

Board Balance Sheet

Account Summary

As Of 06/30/2026

	Current Year Balance	Prior Year Balance	Variance Favorable / (Unfavorable)
Fund: 01 - WATER FUND			
Assets			
Level1: 10 - CURRENT ASSETS			
110 - CASH	25,170,670.73	14,819,512.96	10,351,157.77
120 - INVESTMENTS	203,551,354.30	170,726,198.47	32,825,155.83
131 - WATER SALES	18,608,245.18	18,888,567.12	-280,321.94
132 - INTEREST RECEIVABLE	956,030.29	866,844.90	89,185.39
134 - OTHER RECEIVABLE	-624,571.59	69,348.86	-693,920.45
135 - LOAN RECEIVABLE - CURRENT	190,479.98	233,731.85	-43,251.87
150 - INVENTORY	333,713.00	310,110.00	23,603.00
155 - PREPAIDS	590,698.28	541,251.18	49,447.10
Total Level1 10 - CURRENT ASSETS:	248,776,620.17	206,455,565.34	42,321,054.83
Level1: 17 - NONCURRENT ASSETS			
170 - FIXED ASSETS	628,501,925.97	625,742,300.54	2,759,625.43
175 - LESS: ACCUMULATED DEPRECIATION	-250,758,393.50	-241,074,816.16	-9,683,577.34
180 - CONSTRUCTION IN PROGRESS	16,360,409.21	13,717,870.22	2,642,538.99
190 - LONG-TERM ASSETS	11,478,406.56	10,016,373.00	1,462,033.56
Total Level1 17 - NONCURRENT ASSETS:	405,582,348.24	408,401,727.60	-2,819,379.36
Total Assets:	654,358,968.41	614,857,292.94	39,501,675.47
Liability			
Level1: 21 - CURRENT LIABILITIES			
210 - ACCOUNTS PAYABLE	13,751,651.24	13,300,048.19	-451,603.05
211 - OTHER CURRENT LIABILITIES	897,273.20	1,434,216.57	536,943.37
225 - ACCRUED PAYROLL LIABILITIES	238,674.61	201,210.36	-37,464.25
226 - ACCRUED VACATION	579,770.31	514,975.23	-64,795.08
250 - CONTRACT RETENTION	2,029,195.26	934,574.86	-1,094,620.40
251 - CUSTOMER DEPOSITS	73,022,663.95	36,481,432.41	-36,541,231.54
Total Level1 21 - CURRENT LIABILITIES:	90,519,228.57	52,866,457.62	-37,652,770.95
Level1: 25 - NONCURRENT LIABILITIES			
297 - POST EMPLOYMENT BENEFITS LIABILITIES	2,125,261.00	771,750.00	-1,353,511.00
Total Level1 25 - NONCURRENT LIABILITIES:	2,125,261.00	771,750.00	-1,353,511.00
Total Liability:	92,644,489.57	53,638,207.62	-39,006,281.95
Equity			
Level1: 30 - EQUITY			
300 - EQUITY	560,721,296.84	559,861,501.96	859,794.88
Total Level1 30 - EQUITY:	560,721,296.84	559,861,501.96	859,794.88
Total Beginning Equity:	560,721,296.84	559,861,501.96	859,794.88
Total Revenue	29,000,568.75	29,793,387.04	-792,818.29
Total Expense	28,007,386.75	28,435,803.68	428,416.93
Revenues Over/(Under) Expenses	993,182.00	1,357,583.36	-364,401.36
Total Equity and Current Surplus (Deficit):	561,714,478.84	561,219,085.32	495,393.52
Total Liabilities, Equity and Current Surplus (Deficit):	654,358,968.41	614,857,292.94	39,501,675.47



Monthly & YTD Budget Report

...		June 2026-2027 Budget	June 2026-2027 Activity	2026-2027 Seasonal YTD...	2026-2027 YTD Activity	Seasonal Percent Used	2026-2027 Total Budget	Total Percent Used
01 - WATER FUND								
Revenue								
510 - WATER SERVICE								
							% of Year Completed: 17%	
01-511100	O&M PAYMENTS- GOVERNMENTAL	-13,910,191.90	-13,759,062.78	-26,426,460.60	-27,412,954.50	104%	-145,200,333.01	19%
01-511200	O&M PAYMENTS- PRIVATE	-312,908.10	-299,783.33	-594,460.07	-614,809.98	103%	-3,266,264.16	19%
01-514100	EMERGENCY WATER SERVICE- GOV	-1,242.25	0.00	-2,484.50	0.00	0%	-24,845.00	0%
510 - WATER SERVICE Totals:		-14,224,342.25	-14,058,846.11	-27,023,405.17	-28,027,764.48	104%	-148,491,442.17	19%
520 - TAXES								
							% of Year Completed: 17%	
01-530010	SALES TAXES - WATER REVENUE	0.00	-18,071.32	0.00	-33,469.92	0%	0.00	0%
520 - TAXES Totals:		0.00	-18,071.32	0.00	-33,469.92	0%	0.00	0%
540 - OTHER INCOME								
							% of Year Completed: 17%	
01-581000	INVESTMENT INCOME	-312,375.00	-683,597.37	-624,750.00	-882,090.72	141%	-3,750,000.00	24%
01-582000	INTEREST INCOME	-14,284.45	0.00	-28,568.90	0.00	0%	-171,482.02	0%
01-590000	OTHER INCOME	0.00	-51,544.63	0.00	-57,243.63	0%	0.00	0%
540 - OTHER INCOME Totals:		-326,659.45	-735,142.00	-653,318.90	-939,334.35	144%	-3,921,482.02	24%
Revenue Totals:		-14,551,001.70	-14,812,059.43	-27,676,724.07	-29,000,568.75	105%	-152,412,924.19	19%

Monthly & YTD Budget Report

For Fiscal: 2026-2027 Period Ending: 6/30/2026

...	...	June 2026-2027 Budget	June 2026-2027 Activity	2026-2027 Seasonal YTD...	2026-2027 YTD Activity	Seasonal Percent Used	2026-2027 Total Budget	Total Percent Used
Expense								
610 - PERSONNEL SERVICES								
								% of Year Completed: 17%
01-60-611100	ADMIN SALARIES	167,207.92	176,292.74	378,229.68	341,802.10	90%	2,235,400.00	15%
01-60-611200	OPERATIONS SALARIES	208,630.00	223,197.31	442,026.40	429,464.03	97%	2,692,000.00	16%
01-60-611300	SUMMER INTERNS	7,680.00	0.00	15,360.00	0.00	0%	24,000.00	0%
01-60-611600	ADMIN OVERTIME	616.67	0.00	1,233.30	84.41	7%	7,400.00	1%
01-60-611700	OPERATIONS OVERTIME	32,907.00	35,898.88	69,991.99	66,679.89	95%	430,720.00	15%
01-60-612100	PENSION	25,525.08	20,568.93	51,050.16	39,097.83	77%	306,423.60	13%
01-60-612200	MEDICAL/LIFE BENEFITS	88,454.94	83,356.32	179,511.50	157,456.50	88%	1,300,808.00	12%
01-60-612300	FEDERAL PAYROLL TAXES	31,953.11	31,705.97	67,287.07	59,952.76	89%	412,298.28	15%
01-60-612800	STATE UNEMPLOYMENT	1,166.66	0.00	2,333.32	0.00	0%	14,000.00	0%
01-60-613100	TRAVEL	950.00	1,961.35	1,900.00	3,459.59	182%	11,400.00	30%
01-60-613200	TRAINING	6,314.14	180.00	12,628.28	180.00	1%	75,800.00	0%
01-60-613301	CONFERENCES	5,108.33	6,406.13	10,216.66	6,879.81	67%	61,300.00	11%
01-60-613302	TUITION REIMBURSEMENT	833.00	0.00	1,666.00	0.00	0%	10,000.00	0%
01-60-619100	OTHER PERSONNEL COSTS	1,933.33	207.20	3,866.66	532.20	14%	23,200.00	2%
610 - PERSONNEL SERVICES Totals:		579,280.18	579,774.83	1,237,301.02	1,105,589.12	89%	7,604,749.88	15%
620 - CONTRACT SERVICES								
								% of Year Completed: 17%
01-60-621000	WATER CONSERVATION/PROMOTIO	1,083.33	0.00	2,166.66	0.00	0%	13,000.00	0%
01-60-623300	TRUST SERVICES & BANK CHARGE	19,658.80	9,908.93	39,317.60	21,134.51	54%	236,000.00	9%
01-60-625100	LEGAL SERVICES- GENERAL	6,666.66	5,000.00	13,333.32	9,397.25	70%	80,000.00	12%
01-60-625300	LEGAL SERVICES- SPECIAL	6,666.66	0.00	13,333.32	195.00	1%	80,000.00	0%
01-60-625800	LEGAL NOTICES	1,416.66	0.00	2,833.32	888.00	31%	17,000.00	5%
01-60-626000	AUDIT SERVICES	11,100.00	10,000.00	22,200.00	28,000.00	126%	37,000.00	76%
01-60-628000	CONSULTING SERVICES	46,239.83	16,311.45	92,479.66	65,024.41	70%	555,100.00	12%
01-60-629000	CONTRACTUAL SERVICES	80,074.62	66,701.04	160,149.24	153,339.28	96%	961,280.00	16%
620 - CONTRACT SERVICES Totals:		172,906.56	107,921.42	345,813.12	277,978.45	80%	1,979,380.00	14%
640 - INSURANCE								
								% of Year Completed: 17%
01-60-641100	GENERAL LIABILITY INSURANCE	13,328.00	9,060.75	26,656.00	18,121.50	68%	160,000.00	11%
01-60-641200	PUBLIC OFFICIAL LIABILITY	2,025.00	1,588.17	4,050.00	3,176.34	78%	24,300.00	13%
01-60-641500	WORKER'S COMPENSATION	13,750.00	12,259.00	27,500.00	24,518.00	89%	165,000.00	15%
01-60-641600	EXCESS LIABILITY COVERAGE	9,163.00	7,020.67	18,326.00	14,041.34	77%	110,000.00	13%
01-60-642100	PROPERTY INSURANCE	47,500.00	39,984.87	95,000.00	79,969.70	84%	570,000.00	14%
01-60-642200	AUTOMOBILE INSURANCE	4,165.00	3,279.25	8,330.00	6,558.50	79%	50,000.00	13%
01-60-649100	SELF INSURANCE PROPERTY	8,333.33	-1,852.28	16,666.66	1,000.00	6%	100,000.00	1%
640 - INSURANCE Totals:		98,264.33	71,340.43	196,528.66	147,385.38	75%	1,179,300.00	12%

Monthly & YTD Budget Report

For Fiscal: 2026-2027 Period Ending: 6/30/2026

...		June 2026-2027 Budget	June 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: 17%
01-60-651200	GENERATOR DIESEL FUEL	9,375.00	0.00	18,750.00	0.00	0%	112,500.00	0%
01-60-651300	NATURAL GAS	2,748.90	257.66	5,497.80	1,002.48	18%	33,000.00	3%
01-60-651401	TELEPHONE	6,389.94	6,892.37	12,779.88	11,180.90	87%	76,710.00	15%
01-60-651403	RADIOS	2,415.70	0.00	4,831.40	0.00	0%	29,000.00	0%
01-60-651404	REPAIRS & EQUIPMENT	449.82	1,715.00	899.64	1,715.00	191%	5,400.00	32%
01-60-652100	OFFICE SUPPLIES	2,541.66	1,108.87	5,083.32	1,672.47	33%	30,500.00	5%
01-60-652200	BOOKS & PUBLICATIONS	837.50	5,390.96	1,675.00	5,444.92	325%	10,050.00	54%
01-60-653100	PRINTING- GENERAL	774.69	75.00	1,549.38	75.00	5%	9,300.00	1%
01-60-653200	POSTAGE & DELIVERY	533.33	14.75	1,066.66	248.41	23%	6,400.00	4%
01-60-654000	PROFESSIONAL DUES	1,913.81	515.00	3,827.62	665.00	17%	22,975.00	3%
01-60-655000	REPAIRS & MAINT- OFFICE EQUI	751.36	528.12	1,502.72	1,138.40	76%	9,020.00	13%
01-60-656000	REPAIRS & MAINT- BLDGS & GRN	25,906.30	15,600.03	51,812.60	35,253.39	68%	311,000.00	11%
01-60-659000	COMPUTER SOFTWARE/LICENSING	18,838.29	8,429.50	37,676.58	20,144.36	53%	226,150.00	9%
01-60-659100	OTHER ADMINISTRATIVE EXPENSE	1,666.00	600.00	3,332.00	667.99	20%	20,000.00	3%
650 - OPERATIONAL SUPPORT SRVS Totals:		75,142.30	41,127.26	150,284.60	79,208.32	53%	902,005.00	9%
660 - WATER OPERATION								
								% of Year Completed: 17%
01-60-661101	WATER BILLING	12,375,164.93	12,215,377.46	23,510,229.83	24,073,496.87	102%	129,177,087.03	19%
01-60-661102	ELECTRICITY	210,760.00	-63,873.30	400,400.00	111,126.70	28%	2,200,000.00	5%
01-60-661103	OPERATIONS & MAINTENANCE	78,968.40	51,098.47	157,936.80	109,350.73	69%	948,000.00	12%
01-60-661104	MAJOR MAINTENANCE	37,500.00	0.00	75,000.00	7,000.00	9%	450,000.00	2%
01-60-661201	PUMP STATION	263,450.00	193,809.67	500,500.00	368,809.67	74%	2,750,000.00	13%
01-60-661202	METER STATION, ROV, TANK SITE	23,375.20	8,422.93	44,408.00	23,744.26	53%	244,000.00	10%
01-60-661300	WATER CHEMICALS	4,825.00	0.00	9,650.00	0.00	0%	57,900.00	0%
01-60-661400	WATER QUALITY TESTING	9,312.94	52.50	18,625.88	830.25	4%	111,800.00	1%
01-60-662100	PUMPING SERVICES	79,909.69	47,193.18	159,819.38	45,052.93	28%	959,300.00	5%
01-60-662200	INSTRUMENTATION	5,810.17	4,857.11	11,620.34	5,534.27	48%	69,750.00	8%
01-60-662300	METER TESTING & REPAIRS	4,583.33	0.00	9,166.66	39.76	0%	55,000.00	0%
01-60-662400	SCADA	1,541.05	549.52	3,082.10	756.83	25%	18,500.00	4%
01-60-662500	EQUIPMENT RENTAL	1,332.80	534.25	2,665.60	534.25	20%	16,000.00	3%
01-60-662600	UNIFORMS	2,165.80	990.21	4,331.60	2,705.37	62%	26,000.00	10%
01-60-662700	SAFETY	35,910.63	17,980.62	71,821.26	21,884.11	30%	431,100.00	5%
01-60-663100	PIPELINE REPAIRS	112,500.00	5,549.82	225,000.00	5,549.82	2%	1,350,000.00	0%
01-60-663200	CORROSION TESTING & MITIGATION	25,000.00	0.00	50,000.00	0.00	0%	300,000.00	0%
01-60-663300	REMOTE FACILITIES MAINTENANCE	23,573.90	3,680.00	47,147.80	4,500.30	10%	283,000.00	2%
01-60-663400	PLAN REVIEW- PIPELINE CONFLI	7,746.90	0.00	15,493.80	364.60	2%	93,000.00	0%
01-60-663700	PIPELINE SUPPLIES	12,495.00	13,753.87	24,990.00	18,542.86	74%	150,000.00	12%
01-60-664000	MACHINERY & EQUIP- NON CAP	3,448.62	0.00	6,897.24	0.00	0%	41,400.00	0%

Monthly & YTD Budget Report

For Fiscal: 2026-2027 Period Ending: 6/30/2026

...	...	June 2026-2027 Budget	June 2026-2027 Activity	2026-2027 Seasonal YTD...	2026-2027 YTD Activity	Seasonal Percent Used	2026-2027 Total Budget	Total Percent Used
01-60-664100	REPAIRS & MAINT- VEHICLES	3,745.16	84.45	7,490.32	1,100.20	15%	44,960.00	2%
01-60-664200	FUEL- VEHICLES	3,750.00	4,895.39	7,500.00	7,838.18	105%	45,000.00	17%
01-60-664300	LICENSES- VEHICLES	275.00	0.00	550.00	0.00	0%	3,300.00	0%
660 - WATER OPERATION Totals:		13,327,144.52	12,504,956.15	25,364,326.61	24,808,761.96	98%	139,825,097.03	18%

680 - LAND & LAND RIGHTS

% of Year Completed: 17%

01-60-681000	LEASES	83.33	0.00	166.66	0.00	0%	1,000.00	0%
01-60-682000	PERMITS & FEES	749.70	0.00	1,499.40	0.00	0%	9,000.00	0%
680 - LAND & LAND RIGHTS Totals:		833.03	0.00	1,666.06	0.00	0%	10,000.00	0%

685 - CAPITAL EQUIP / DEPREC

% of Year Completed: 17%

01-60-685100	COMPUTERS	6,164.20	651.00	12,328.40	669.38	5%	74,000.00	1%
01-60-685200	OFFICE FURNITURE & EQUIPMT	0.00	0.00	29,000.00	0.00	0%	29,000.00	0%
01-60-685600	MACHINERY & EQUIPMENT	0.00	0.00	40,000.00	0.00	0%	40,000.00	0%
01-60-685800	CAPITALIZED EQUIP	0.00	0.00	-69,000.00	0.00	0%	-69,000.00	0%
01-60-686000	VEHICLES	0.00	0.00	230,000.00	0.00	0%	230,000.00	0%
01-60-686800	CAPITALIZED VEHICLE PURCHASES	0.00	0.00	-230,000.00	0.00	0%	-230,000.00	0%
01-60-692000	DEPRECIATION- TRANS MAINS	425,000.00	405,363.84	850,000.00	810,727.68	95%	5,100,000.00	16%
01-60-693000	DEPRECIATION- BUILDINGS	283,220.00	263,883.70	566,440.00	527,767.43	93%	3,400,000.00	16%
01-60-694000	DEPRECIATION-PUMPING EQUIPMEI	141,610.00	100,874.28	283,220.00	201,748.60	71%	1,700,000.00	12%
01-60-695200	DEPRECIATION- OFFICE FURN &	16,660.00	11,323.81	33,320.00	22,647.65	68%	200,000.00	11%
01-60-696000	DEPRECIATION- VEHICLES	19,575.50	12,451.37	39,151.00	24,902.78	64%	235,000.00	11%
685 - CAPITAL EQUIP / DEPREC Totals:		892,229.70	794,548.00	1,784,459.40	1,588,463.52	89%	10,709,000.00	15%

710 - CONSTRUCTION IN PROGRESS

% of Year Completed: 17%

01-60-722200	DPPS BUILDINGS REHAB & MAINT	0.00	0.00	200,000.00	0.00	0%	200,000.00	0%
01-60-722202	DPPS VALVE REPLACEMENT	0.00	8,474.40	1,800,000.00	8,474.40	0%	1,800,000.00	0%
01-60-722300	GENERATION BUILDING REHAB & M	0.00	-51,095.15	0.00	-51,095.15	0%	0.00	0%
01-60-751000	TRANSMISSION MAINS	0.00	0.00	10,000,000.00	0.00	0%	10,000,000.00	0%
01-60-751200	CATHODIC PROTECTION	0.00	0.00	500,000.00	0.00	0%	500,000.00	0%
01-60-771000	VALVE REHAB & REPLACEMENT	0.00	0.00	1,000,000.00	0.00	0%	1,000,000.00	0%
01-60-771200	CONDITION ASSESSMENT	0.00	0.00	220,000.00	0.00	0%	220,000.00	0%
01-60-771700	REPLACEMENT OF SCADA SYSTEM	0.00	14,187.24	3,250,000.00	14,187.24	0%	3,250,000.00	0%
01-60-772500	ALTERNATIVE WATER SOURCE	0.00	61,489.56	20,050,000.00	57,368.07	0%	20,050,000.00	0%
01-60-798000	CAPITALIZED FIXED ASSETS	0.00	-33,056.05	-37,020,000.00	-28,934.56	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: 6/30/2026

...	...	June 2026-2027 Budget	June 2026-2027 Activity	2026-2027 Seasonal YTD...	2026-2027 YTD Activity	Seasonal Percent Used	2026-2027 Total Budget	Total Percent Used
850 - ESCROW FUNDED CONSTRUCTION								
						% of Year Completed: 17%		
01-80-850001	METERING STATION	0.00	0.00	60,000.00	0.00	0%	60,000.00	0%
01-80-852001	AQUA ILLINOIS	0.00	0.00	50,000.00	0.00	0%	50,000.00	0%
01-80-852010	MONTGOMERY/OSWEGO/YORKVILL	0.00	6,715,738.57	268,750,000.00	8,935,481.26	3%	268,750,000.00	3%
01-80-899000	CONTRIBUTED/CAPITALIZED FIXED A	0.00	-6,715,738.57	-268,860,000.00	-8,935,481.26	3%	-268,860,000.00	3%
850 - ESCROW FUNDED CONSTRUCTION Totals:		0.00	0.00	0.00	0.00	0%	0.00	0%
Expense Totals:		15,145,800.62	14,099,668.09	29,080,379.47	28,007,386.75	96%	162,209,531.91	17%
01 - WATER FUND Totals:		594,798.92	-712,391.34	1,403,655.40	-993,182.00	-71%	9,796,607.72	-10%



Resolution #: R-58-26

Account: 01-60-772500 (Source Water)

Approvals: *Author / Manager / Finance / Admin*

PDM - CAP PDM

REQUEST FOR BOARD ACTION

Date: 7/8/2026

Description: A Resolution approving Task Order #3 under a Master Services Agreement with Raftelis, Inc. for Source Water Financial Advisor/Consultant

Agenda Section: Finance Committee

Originating Department: Administration

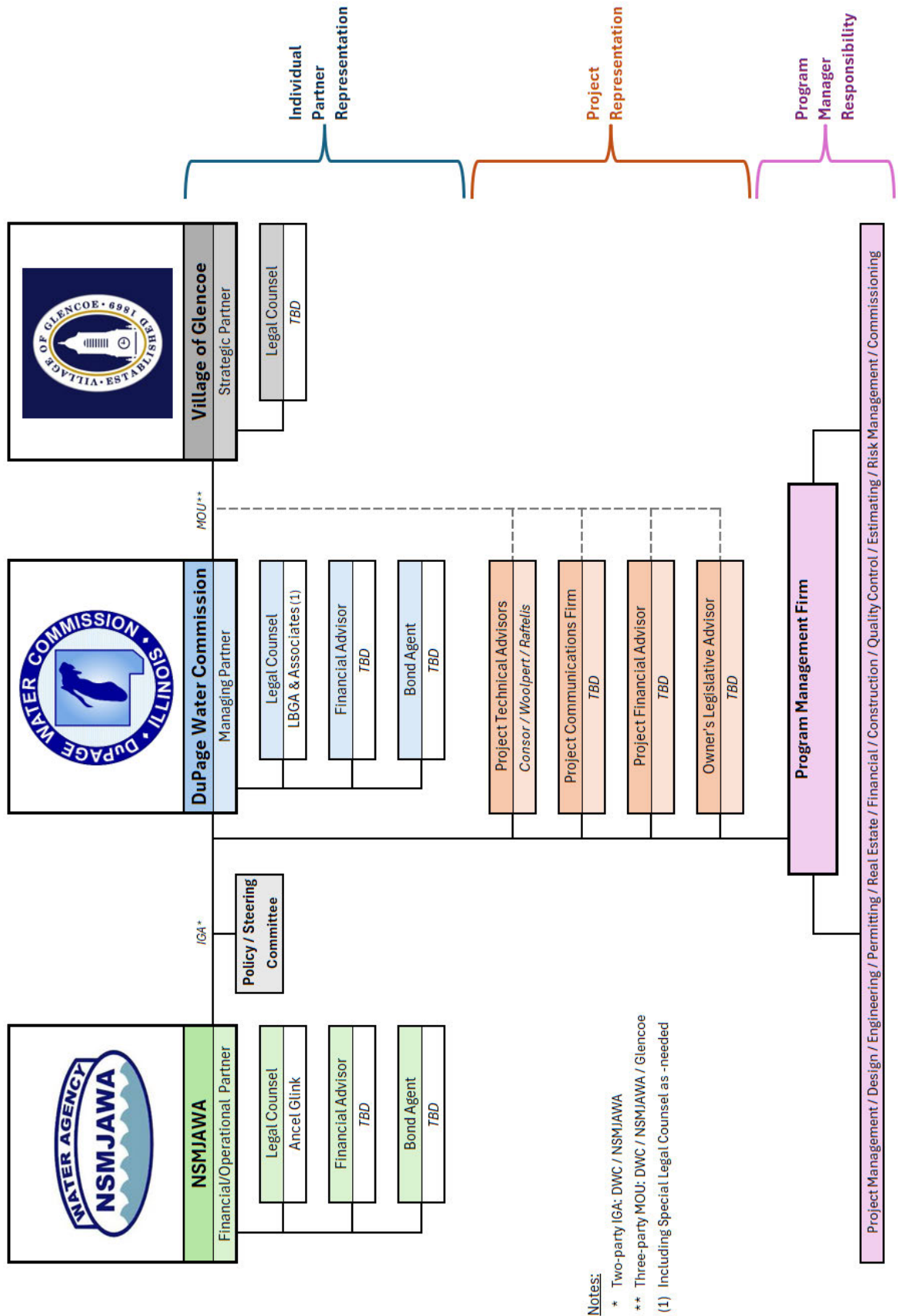
I am pleased to report that significant progress continues to be made regarding advancement of a governance structure for the Source Water Initiative between DWC, NSMJAWA, and strategic partner Glencoe. DWC and NSMJAWA legal counsel are currently preparing an IGA which will become the governance instrument for the Regional Source Water Initiative, and which will acknowledge DWC as the Managing Partner, along with providing mechanisms for NSMJAWA financial and governance participation.

The project is therefore positioned to move forward earnestly, and staff will be presenting action items to the Board of Commissioners in the coming months to ensure successful progression and sequencing. In particular, the following activities are anticipated:

- July 2026: Financial Advisor/Consultant contract
- August 2026: Communications Consultant contract
- August 2026: MOU between DWC, NSMJAWA, and Glencoe
- August 2026: IGA between DWC and NSMJAWA presented for consideration
- August 2026: Program Management Firm solicitation published
- September 2026: WIFIA LOI submitted to EPA
- November 2026: Program Management Firm selected; contract development commences.
- Q1 2027: Program Manager contract executed; work commences.

General Update / Schematic:

Following is an exhibit which illustrates the general concept of the governance structure; there will be some activities directly contracted and unique to each party (i.e. each party will have their own legal counsel, bond counsel, and financial advisor); and there will be other activities which are common to the project and will be under contract to DWC as the Managing Partner, but will be reimbursed 30% from NSMJAWA in accordance with the IGA (Tech Advisors, Communications Consultant, Financial Advisor, Legislative)



While these contracts will be under contract with DWC, it is nonetheless valuable to have concurrence from NSMJAWA as to the vendor selection as these consultants will be working on behalf of both parties. Consensus has been provided for selection of the Financial Advisor/Consultant, and recommendations are pending for the Communications Consultant.

Project Financial Advisor:

The subject of this RFBA and corresponding Resolution R-58-26 is the Project Financial Advisor/Consultant. DWC wishes to establish a distinct and separate silo for a Project Financial Advisor; which would report directly to DWC, and be 30% reimbursed by NSMJAWA.

The Project Financial Advisor would generate a distinct separation and third-party management of the project finances, under direction of and report to the DWC General Manager and Finance Committee. There will be many important and complex tasks to structure, refine, and orchestrate an effective financial strategy for the project, which will require access to variable staff, vendors, and expertise not available within DWC. Additionally, it is envisioned that the project costs will be paid for from an escrow fund (similar to the WaterLink escrow), into which both DWC and NSMJAWA will deposit funds, and out of which payments will be rendered; it is desired to have an independent third-party financial agent manage this process to provide enhanced control, consistent documentation and reporting, and confidence to the lending market, DWC, and NSMJAWA alike. It will be essential that the consultant possess a deep understanding of the project; primary and preliminary activities will include maintaining and updating the financial model to inform financing decisions throughout the duration of the project. For this reason, DWC and NSMJAWA staff believe John Masteracchi and Raftelis is uniquely qualified for this role and have asked them to develop a scope of work for the same (see attached). This approach will ensure continuity as to approach, data management, and project understanding.

In particular, this concept is intended to accomplish the following:

- Embed a professional financial firm with the ability to activate staff experts as necessary to support the project through various stages
- Separate financial management of the project from DWC (and NSMJAWA) staff, but under the direction of DWC GM and Finance Committee
- Provide continual update and management of the financial model, including revisions based upon project cost, interest rates, flow forecasts, etc.
- Provide forward-looking cash flow analysis to inform DWC Finance Committee regarding bond issuance timing
- Manage all deposits and withdrawals into the project escrow account under the direction the Finance Committee
- Assist in application for and processing of WIFIA loans
- Assist in ensuring favorable position regarding issuance of conventional revenue bonds including:
 - Support to bond counsel regarding indentures, debt service reserve, payment terms, bond sizing and timing, etc.
 - Continuity and support of documentation among credit rating agencies, bond counsel, bond FA, etc.
 - Compliance reporting relative to conditions and indentures.

- Issuance of monthly reports to Finance Committee
- Presentation to Finance Committees upon request (could be present at each meeting virtually to issue report)
- Documentation compliance for WIFIA term and other bond issues.

Recommended Motion:

To Approve Resolution R-58-26 authorizing Task Order #3 with Raftelis, Inc for Regional Source Water Initiative Financial Advisor/Consultant, to execute activities described in the Task Order, for a cost not-to-exceed \$199,785, 30% reimbursable from NSMJAWA.

RESOLUTION NO. R-58-26

A RESOLUTION APPROVING AND RATIFYING TASK ORDER #3
UNDER A MASTER CONTRACT WITH RAFTELIS CONSULTING, INC. FOR REGIONAL SOURCE
WATER INITIATIVE FINANCIAL ADVISOR/CONSULTANT

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

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

WHEREAS, the Consultant and DWC staff have developed a scope of services in substantially the form described in the Task Orders as attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1 (the “Task Orders”);

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

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

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

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

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

ADOPTED THIS _____ DAY OF _____, 2026.

James F. Zay, Chairman

ATTEST: _____

Danna Mundall, Clerk

Board/Resolutions/2026/R-58-26.docx

EXHIBIT 1

TASK ORDER NO. 3

Raftelis Financial Services Scope of Work for the Water Supply Initiative Prepared for the DuPage Water Commission and Northwest Suburban Municipal Joint Action Water Agency

Part I: Raftelis as Financial Consultant to the DuPage Water Commission for the Water Supply Initiative Project

Role Overview

Raftelis will serve as the financial consultant to the DuPage Water Commission (“DWC”) specifically for the Water Supply Initiative project. In this capacity, Raftelis provides independent financial advisory and analytical services for the project from the early planning and financing stages through construction and into ongoing project financial management. Raftelis does not serve as bond counsel or bond financial advisor; rather, Raftelis provides the financial analysis, maintains and updates the financial model, provides cash flow modeling, informs client as to market conditions and asset draw-down schedule, and provides strategic financial planning and guidance to inform and support the work of professional DWC staff and the decisions of the DWC Finance Committee and Board of Directors.

When funds are acquired through WIFIA or conventional bonds, Raftelis will manage deposits and withdrawals into and out of the escrow account established for the purpose of managing the source water funds in a distinct and separate financial silo; funds will be deposited as directed by the Finance Committee and withdrawn when necessary to reconcile invoicing from the Program Manager following review and assurance of compliance with WIFA Federal funding requirements and any applicable bond covenants and indentures.

Raftelis will report to the General Manager with input from the DWC Financial Administrator and will provide monthly reports to the Finance Committee and Board of Directors; meetings will be scheduled with the Finance Committee and Board whenever requested.

Financial Strategy and Planning

Raftelis will provide analysis and guidance to develop, maintain, and refine a comprehensive financial strategy and model for the Water Supply Initiative. This strategy and model will be a living document, updated and revised throughout the course of the project as cost estimates are refined, financing structures evolve, prospective customers are added, future flow conditions are updated, interest rates change and/or are determined, and external conditions change. The financial strategy will address the full range of financing tools available to DWC for the project, including federal loan programs, conventional

municipal debt, capitalized interest options, and reserve and rate funding alternatives; and will provide the framework within which financing decisions related to the project are made.

Water Supply Unit Cost and Rate Projections

As the project cost and financing plan evolve, Raftelis will provide updated projections of the impact of the Water Supply Initiative on DWC's water supply unit costs and, where applicable, on the rates DWC charges its project partners and member agencies. This analysis will help DWC, its project partners, and its member agencies understand the long-term cost implications of the project and support transparent financial planning and communication with stakeholders.

WIFIA Financing Support

Raftelis will assist DWC in pursuing financing through the Water Infrastructure Finance and Innovation Act ("WIFIA") program administered by the U.S. Environmental Protection Agency. This support includes:

- Preparing and filing the WIFIA Notice of Intent ("NOI"), including the financial narratives, project cost summaries, and preliminary financing plan required by EPA.
- Supporting DWC through the WIFIA application process, including responding to EPA requests for additional financial information and coordinating financial inputs with DWC's legal and technical team.
- Managing the financial components of the WIFIA loan closing process, including reviewing loan agreement financial terms, modeling debt service schedules, and confirming that financial covenants are consistent with DWC's overall financing structure.
- Managing the deposits of WIFIA assets into the project escrow account and issuance of payment from the project escrow account under the direction of the General Manager and Finance Committee, assurance of documentation and reporting federal funding compliance; issuance of monthly reports to the Finance Committee and Board of Directors.

Raftelis' role in the WIFIA process is financial in nature. Legal review and negotiation of the WIFIA loan agreement is the responsibility of DWC legal counsel.

Cash Flow Projections and Financial Plan Management

Raftelis will develop and maintain the project financial plan and cash flow model throughout the planning, design, and construction phases of the Water Supply Initiative. This model will:

- Track projected project costs against available funding sources, including WIFIA proceeds, bond proceeds, and any DWC reserve or rate revenues dedicated to the project.
- Identify the timing of capital needs and financing draws to support project cash flow.
- Provide DWC leadership and its board with a current, updated, and reliable understanding of project financial status.
- Serve as the analytical foundation for decisions about the timing and sizing of debt issuances.

As project costs and schedules are revised by the program manager and other advisors, Raftelis will update the financial model and advise DWC on implications for the financing plan.

Support to Bond Counsel

DWC's bond counsel is the legal professional responsible for providing legal opinions on the validity and tax-exempt status of DWC's bonds and for drafting the legal documents that govern DWC's debt. Raftelis does not perform legal services and does not serve in the role of bond counsel.

Raftelis will work closely with DWC's bond counsel to support preparation of a Master Agreement of Trust or Bond Ordinance and to provide additional support as directed to foster a competitive and advantageous environment for favorable bond issues. Specifically, Raftelis will:

- Provide financial analysis to help inform the bond covenant structure, including rate covenant, additional bonds test, debt service coverage requirements, and reserve fund requirements.
- Help DWC evaluate which covenant structures are financially achievable and consistent with DWC's projected revenues and financial plan.
- Serve as a financial resource to bond counsel during the drafting process, answering questions about financial projections, coverage ratios, and fund flow structures.

Bond counsel will draft the Master Agreement of Trust or Bond Ordinance, provide the legal opinion on the bonds, and lead legal negotiations with WIFIA and any other lenders. Raftelis will support this process by ensuring that the financial terms and covenants embedded in

the legal documents are grounded in sound financial analysis and are consistent with DWC's financial plan.

Support to the Bond Financial Advisor

The bond financial advisor (“FA”) is an independent registered Municipal Advisor (“IRMA” or “MA”) whose primary role is to represent DWC's interests in structuring and marketing its debt. The FA's responsibilities include assisting DWC in selecting bond counsel and other financing team members in collaboration with Raftelis; structuring the debt (e.g., maturity schedule, call features, and credit enhancement considerations); and providing go-to-market strategies and advice on timing, market conditions, and investor targeting.

Raftelis will support the FA's work by:

1. Providing the cash flow model and financial plan that inform the sizing and timing of each debt issuance.
2. Supplying the revenue, cost, and coverage data that the FA incorporates into the preliminary official statement and investor materials.
3. Coordinating financial assumptions between the financial plan and the debt structure proposed by the FA so that the two are internally consistent.
4. Assisting in preparation of financial disclosures and the financial portions of bond offering documents, in coordination with bond counsel and the FA.

The FA, in turn, informs Raftelis' financial plan by providing market feedback on achievable interest rates, structuring constraints and alternatives, and investor expectations, which Raftelis will incorporate into its cash flow projections and rate impact analyses.

Post-Financing Project Financial Management

Once the initial financing is in place, Raftelis will continue to serve DWC in an ongoing project financial management capacity. This includes:

- Providing advisory services and regular report to the DWC Finance Committee and Board of Directors project financial status.
- Manage deposits and withdrawals into and out of the escrow account established for the purpose of managing the source water funds in a distinct and separate financial silo; funds will be deposited as directed by the Finance Committee and withdrawn when necessary to reconcile invoicing from the Program Manager following review and assurance of compliance with WIFA Federal funding requirements and any applicable bond covenants and indentures.

- Tracking actual cash flows associated with the project against the financial plan and flagging material variances.
 - Preparing and issuing monthly reports on project finances for DWC leadership, the DWC Finance Committee, and the Board of Directors.
 - Facilitating compliance with bond and WIFIA loan financial requirements, including covenant compliance tracking, required reserve fund monitoring, and preparation of financial certifications or reports required under the financing documents.
 - Supporting DWC's leadership and financial team with other finance-related activities that arise during the construction and early operations period.
-

Part II: Raftelis as Financial Consultant to the Northwest Suburban Municipal Joint Action Water Agency for the Water Supply Initiative Project

Role Overview

Separate from and in addition to its engagement with DWC as the Water Supply Initiative financial consultant, Raftelis will provide financial consulting services directly to Northwest Suburban Municipal Joint Action Water Agency (“NSMJAWA”). This is a distinct engagement with a distinct client and a distinct scope of services.

Under an intergovernmental agreement between DWC and NSMJAWA, DWC will allocate a proportionate share of the Water Supply Initiative project costs to NSMJAWA. NSMJAWA will be responsible for financing its allocated share of project costs. NSMJAWA's bonds and loans are secured by the seven member communities that the agency serves, and those member communities bear the responsibility for paying debt service on NSMJAWA's obligations.

NSMJAWA Financing Structure

NSMJAWA finances capital projects through the issuance of bonds and loans, with the security for that debt provided by its member municipalities. Each member community has a contractual obligation to pay its proportionate share of debt service on NSMJAWA's obligations. This structure means that the creditworthiness of NSMJAWA's debt is directly tied to the financial capacity of its members, and Raftelis' financial analysis for NSMJAWA will account for this structure.

Like DWC, NSMJAWA anticipates financing a portion of its project costs through the WIFIA program. Raftelis will assist NSMJAWA, in developing the financial analysis and cash flow projections to support NSMJAWA's WIFIA application and loan closing process.

Scope of Raftelis Services to NSMJAWA

NSMJAWA will retain its own bond counsel and its own bond financial advisor for its financing. Raftelis will not serve in either of those roles for NSMJAWA. Raftelis' engagement with NSMJAWA is focused on financial analysis and advisory support, including:

- Developing cash flow projections and a financial plan for NSMJAWA's share of the Water Supply Initiative costs, reflecting the cost allocation from DWC under the intergovernmental agreement.

- Providing financial analysis to support NSMJAWA's WIFIA NOI and application, including project cost summaries, financial projections, and preliminary financing plan narratives.
- Assisting NSMJAWA with analysis of the financial impact of the project on its members, including projected debt service allocations and member rates or assessment implications.
- Supporting NSMJAWA's bond counsel and FA with financial data, cash flow models, and coverage analysis, in the same manner that Raftelis supports these professionals and DWC as a financial consultant for the Water Supply Initiative Project.
- Assisting NSMJAWA with ongoing financial management of its share of the project once financing is in place, including cash flow tracking and reporting to the NSMJAWA board.

Coordination Between the DWC and NSMJAWA Engagements

Raftelis' dual role as financial consultant to both DWC and NSMJAWA creates an opportunity for efficient coordination of the two financial plans. Because the cost allocation between DWC and NSMJAWA flows from a single intergovernmental agreement and a single underlying project, the financial models for the two entities must be consistent with one another. Raftelis will maintain that consistency, ensuring that changes to project cost estimates or financing assumptions are reflected appropriately in both the DWC financial plan and the NSMJAWA financial plan.

This dual engagement is of benefit to both DWC and NSMJAWA because the parties are cooperating parties to the same project, not adverse parties. Each entity will retain its own independent legal counsel and bond FA, and each will make its own financing decisions. Raftelis' role is to provide sound financial analysis to each client within the scope of its respective engagement. While Raftelis is an IRMA and is qualified to provide advice related to the sizing, timing, and structure of municipal debt, we are not serving as an IRMA on this assignment, but rather as a support role to the IRMAs selected by DWC and NSMJAWA.

Raftelis Task Order 03 – SCOPE OF WORK

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

Under Task Order 03 of the Master Contract, Raftelis will serve as financial consultant to the DWC for the Lake Michigan Water Supply Initiative (the “Initiative”). In this capacity, Raftelis will provide independent financial advisory and analytical services for the Initiative from the current planning and financing stages through construction and into ongoing project financial management. Raftelis will also serve as financial consultant to the Northwest Suburban Municipal Joint Action Water Agency (“NSMJAWA”) for NSMJAWA’s allocated share of the Initiative, currently anticipated at 30% per the intergovernmental agreement (“IGA”) between DWC and NSMJAWA. Because DWC and NSMJAWA anticipate retaining separate bond and/or entity-specific financial advisors (“FA”) to advise the Agencies on bond financing matters specific to the Initiative, Raftelis’ scope with respect to the Initiative is limited to the items identified below so as to avoid duplication of effort and to ensure that Raftelis and the FA each have clearly defined roles and responsibilities.

The Task Order 03 Scope of Work will include the following specific subtasks, applicable to DWC and NSMJAWA and applicable to DWC alone:

1. **Financial Strategy and Planning.** Develop, maintain, and refine a comprehensive financial strategy and model for the Initiative. This strategy and model will be a living document, updated and revised throughout the course of the project as cost estimates are refined, financing structures evolve, prospective customers are added, future flow conditions are updated, and interest rates and other external conditions change. The financial strategy will address the full range of financing tools available to DWC and NSMJAWA, including federal loan programs, conventional municipal debt, capitalized interest options, and reserve and rate funding alternatives, and will provide the framework within which financing decisions related to the Initiative are made.
2. **Preliminary Annual Cost Projections.** Within approximately two weeks of contract execution and receipt of information requested from DWC and NSMJAWA, prepare high-level annual cost projections for both DWC and NSMJAWA throughout the anticipated project duration, building on the analysis previously developed as part of the Business Case Analysis. The projections will incorporate WIFIA financing assumptions, including loan draw schedules, interest accrual, repayment deferment, and debt service, and will provide, for the first time, an estimated annual cost attributable to each of DWC’s and NSMJAWA’s member agencies to support development of member-specific funding allocations and payment models. For NSMJAWA, the FA (separate from Raftelis) will provide advice on financing to each of the seven member communities.

These projections will support discussions with the Boards of DWC and NSMJAWA and will serve as a key input to the proposed Governance IGA, the three-party MOU, and other major policy decisions.

3. **Refine the Benefit-Cost Analysis (BCA).** Continue to update and refine the BCA as new project information, costs, and assumptions become available.
4. **WIFIA Financing Support and Letter of Interest (LOI) Management.** Assist DWC and NSMJAWA in pursuing financing through the Water Infrastructure Finance and Innovation Act ("WIFIA") program, including: (i) preparing, submitting, and managing the WIFIA LOI on behalf of both DWC and NSMJAWA, including coordination with required stakeholders; (ii) preparing and filing the WIFIA application, including the financial narratives, project cost summaries, and preliminary financing plan required by EPA; (iii) supporting DWC and NSMJAWA through the WIFIA application process, including responding to EPA requests for additional financial information; and (iv) assisting in managing the financial components of the WIFIA loan closing process, including reviewing loan agreement financial terms, modeling debt service schedules, and confirming that financial covenants are consistent with each agency's overall financing structure. Raftelis' role in the WIFIA process is financial in nature; legal review and negotiation of the WIFIA loan agreement remain the responsibility of DWC's and NSMJAWA's respective legal counsel.
5. **Cash Flow Projections and Financial Plan Management.** Develop and maintain the project financial plan and cash flow model throughout the planning, design, and construction phases of the Initiative, tracking projected project costs against available funding sources (including WIFIA proceeds, bond proceeds, and any reserve or rate revenues dedicated to the project), identifying the timing of capital needs and financing draws, and updating the model as project costs and schedules are revised.

In the anticipated duration of this task order, from August 1, 2026 to June 30, 2027, we anticipate that the completion of Task 2 and Task 3 will satisfy the intent of completion of Task 5. Therefore, no hours were included in this Task Order.

6. **Lead Financial Coordination.** Serve as the lead financial consultant for the Initiative, coordinating with the Program Manager, Technical Advisor, each agency's financial staff, DWC's and NSMJAWA's FAs, bond counsel, and other financing team members to help ensure consistency in project financing, budgeting, and funding strategies. Because the cost allocation between DWC and NSMJAWA flows from a single IGA and a single underlying project, Raftelis will maintain consistency between the DWC and NSMJAWA financial models, ensuring that changes to project cost estimates or financing assumptions are reflected appropriately in both.

Provide financial analysis to help inform bond covenant structure (including rate covenant, additional bonds test, debt service coverage requirements, and reserve

fund requirements) and support the FA's structuring and marketing of DWC's and NSMJAWA's debt. Raftelis does not serve as bond counsel, bond financial advisor on this assignment for either agency, and instead supports the bond advisors separately selected by DWC and NSMJAWA.

We have assumed up to six virtual meetings with the financing team as part of this task order.

7. **Financial Administration.** Assist with establishing and managing the Initiative's joint escrow account, including reviewing payment requests and assisting DWC, in consultation with NSMJAWA, to process payments for the Program Manager, Technical Advisor, and other authorized Initiative expenses, and managing deposits and withdrawals in accordance with Finance Committee direction and applicable WIFIA and bond covenant requirements.

Once financing is in place, continue project financial management, including tracking actual cash flows against the financial plan and flagging material variances, facilitating compliance with bond and WIFIA loan financial requirements (including covenant compliance tracking and reserve fund monitoring), and preparing financial certifications or reports required under the financing documents.

8. **Board and Executive Committee Support.** Prepare and present financial analyses, recommendations, and updates to the Boards and Executive Committees of both DWC and NSMJAWA, as requested throughout the planning and implementation of the Initiative, and provide monthly reports to the Finance Committee and Board of Directors of each agency. We have assumed one written monthly status report each for DWC and NSMJAWA between September 1, 2026 and June 30, 2027. A total of four (4) in person meetings over this timeframe have been assumed, including preparation time and travel.
9. **DWC Specific Financial Advisor Service.** Provide updated projections of the impact of the Initiative on DWC's water supply unit costs and, where applicable, on the rates DWC charges its project partners and member agencies, to support transparent financial planning and stakeholder communication.

To support this scope of work, we would ask that DWC and NSMJAWA provide, if available:

- The draft or executed intergovernmental agreement establishing the DWC / NSMJAWA cost allocation.
- Copies of any engagement terms for the FA, the Program Manager, and the Technical Advisor, to support coordination and avoid duplication of effort.

TASK 03 FEE ESTIMATE

Raftelis proposes to complete the Task 03 scope of work on a time-and-expense basis in accordance with our standard 2026 billing rates for a not-to-exceed of \$199,800. This

fee estimate includes the estimate of work anticipated to be completed during the remaining months of 2026 and through June 30, 2027. The estimated hours and cost by subtask is provided below:

Tasks	Total Hours	Labor Cost
1. Financial Strategy and Planning	62	\$22,300
2. Preliminary Annual Cost Projections	46	\$15,230
3. Refine the Benefit-Cost Analysis	33	\$10,908
4. WIFIA Financing Support	158	\$55,940
5. Cash Flow Projections and Financial Plan Management	0	
6. Lead Financial Coordination	60	\$20,680
7. Financial Administration	90	\$29,150
8. Board and Executive Committee Support	80	\$30,150
9. DWC Specific Financial Consulting Services	33	\$10,908
Total Hours	562	—
Total Professional Fees		\$195,265
Reimbursables		\$4,520
Total Fees & Expenses		\$199,785

Should Raftelis encounter conditions during the course of this engagement that require a level of effort beyond what is contemplated in this scope, including but not limited to additional onsite time or additional meetings with DWC or NSMJAWA staff to resolve issues identified during the WIFIA application process or the Initiative's financial planning process, Raftelis reserves the right to request a change order to address the additional effort required. Any such change order will be documented, including the basis for the additional work and its associated cost, and submitted to DWC and NSMJAWA for review and approval before the additional work begins.

Approved: _____



Resolution #: RFBA

Account: 01-80-852010 (WaterLink)

Approvals: Author / Manager / Finance / Admin

RCB RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 7/9/2026

Description: Business-Related Travel Expenses for one (1) Commission employee for Factory Valve Witness Testing for WaterLink Pipeline Valve Testing, in either Minnesota or Texas, over the next two (2) years

Agenda Section: Administration Committee

Originating Department: Administration

• Factory Acceptance Testing –

- WaterLink Water Main Valves: The WaterLink Pipeline consists of butterfly valves ranging from 54" in diameter to 20" in diameter. Upon completion of manufacturing, it is imperative that the valves be inspected and witness tested at the manufacturer's facility, in Minnesota or Texas, prior to shipment to a WaterLink contractor's jobsite and eventual installation into a pipeline. This request is for DWC staff to travel to the manufacturer facility, inspect and witness test valves prior to shipping; it is possible to test several valves per visit, however multiple trips are expected over the course of the construction period into fall/winter of 2027, based upon the manufacturer(s) production rates.

Dates	Location/Event Description	Attendees	Budgeted/Estimated Expenditure
July 2026 – December 2027 – Actual Dates TBD	Factory Valve Testing for WaterLink Pipeline Valves: Minnesota or Texas (depending on valve size)	DWC staff TBD; based upon staff availability	Estimated at \$1,500 per occurrence (including Lodging, Transportation and per diems)

Recommended Motion:

To authorize Business-Related Travel Expenses for one (1) Commission employee for Factory Valve QA/QC Testing for WaterLink Valve Testing in either Minnesota or Texas, at an estimated expense of \$1,500 per occurrence, including travel and related which said expenses will be remunerated through the WaterLink escrow funding.

DUPAGE WATER COMMISSION - PROFESSIONAL DEVELOPMENT OVERNIGHT/OUT OF STATE TRAVEL REQUEST			
Request Date	July 9, 2026		
Name of Attendee	Staff TBD		
Job Title	TBD		
Department	Operations/Pipeline		
Purpose of Travel	The WaterLink Pipeline consists of butterfly valves ranging from 54" in diameter to 20" in diameter. Upon completion of each valve manufactured, it is imperative that each valve be inspected and witness tested at the manufacturer's facility, in Minnesota or Texas, prior to shipment to a WaterLink contractor's jobsite and eventual installation into a pipeline.		
Destination	Minnesota or Texas		
Date of Departure	Several Dates TBD between July 2026 and December 2027		
Date of Return	Several Dates TBD between July 2026 and December 2027		
Please indicate the estimated amount for each applicable expense:			
Air Fare:		\$750.00	
Rental Car:		\$250.00	
Other Transportation (Mileage/Parking/Shuttles/Taxi/Rideshare):			
Lodging:		\$350.00	
Registration (including reference materials):			
Meals and Tips:		\$150.00	
*Miscellaneous (describe below):			
Total Estimated Expense:		\$1,500.00	
<i>*Explanation of Miscellaneous if included in estimates above:</i>			
Recommendations for Approval:			
Department Head:		Date:	



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: 7/9/2026

Subject: Status of Operations, Engineering and Construction

Operations Overview

The Commission's discharge pumping for June 2026 totaled 2.42 billion gallons. This represents an average daily pumpage of 80.6 million gallons per day (MGD), which is lower than the June 2025 average day pumpage of 86.4 MGD. The maximum day discharge was 98.5 MGD, which is higher than the June 2025 maximum day discharge of 98.1 MGD. The minimum discharge was 67.2 MGD.

The recorded total precipitation for June 2026 was 5.0 inches, which is higher than the 3.63 inches for June 2025.

The peak discharge flow rate for June 2026 was 122.81 MGD at 08:42PM on June 4, 2026.

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 for August.

The 3rd of nine refurbished High Lift Pump cone valves was received and installed on June 24th. The 4th of nine cones valve scheduled for refurbishment was shipped to A/C Service and Repair in York, PA. on June 24th. Rebuilding and re-installation of the 4th valve is tentative for September/October 2026. Refurbishment of the 5th of nine cone valves is tentative for September/October 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

As reported to the Committee in June, 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 at this time. On June 19th, Staff had requested and are still awaiting a detailed report from Chicago on the chain of events.

The Commission's property insurer, AIG, conducted their annual inspection at the Lexington Pump Station and tendered the report which was sent to DWM for their review and action. The report indicated that while some improvements were made since the last evaluation, other recommendations are holdovers from the 2025 report.

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 August.

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. A meeting with DWC/NSMJAWA/Glencoe is scheduled for late July to discuss next steps, including project communications and preliminary activities.

An IGA is currently under development and is expected to be presented to the DWC Board in August. The IGA will be the governance instrument which memorializes DWC in the Managing Partner role, and establishes procedures for financial contribution and engagement from NSMJAWA. Following approval of the IGA, solicitation for the Program Manager can be released.

Staff has worked internally and with NSMJAWA to advance consideration of consulting firms for the Project Communications role and the Project Financial Advisor role; a Task Order with Raftelis, Inc for the project Financial Advisor/Consultant role is on the Finance Committee and Board Agenda for

approval in July. The Communications contract is presented as a discussion item on the Administration Committee agenda and will be presented for action at the August Board meeting, with staff seeking consent for preliminary work to commence prior to that time under the General Manager's purchasing authority/limit.

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; these tasks are currently underway.

Pipeline & Remote Facilities Maintenance Overview

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

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

SCADA & Information Technology Overview

The SCADA Replacement Project (Contract PSD-9/21) is ongoing, remote site work continues, with first line of meter stations, ROVs, and Tank Sites being transitioned to the new SCADA system. This work will continue throughout the year. Campus fiber replacement is nearly complete with the last leg pull to be coordinated with Homestead Electric.

The annual Customer Meter Testing Program is underway and is currently 24% 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 having recently completed the second round of exhibits and submitted them for staff review.

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. This includes recent submittals to the WaterLink communities themselves, for right-of-way and building permits. 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-22-26, O-23-26 and O-24-26. These items include necessary property acquisition required in order to complete the construction of the WaterLink Pipeline.

Resolution R-57-26 appears on the agenda, which would award an additional construction contract to IHC Construction Companies for the Metering Station portion of the WaterLink Project. This includes the construction of all seven metering stations at the seven delivery locations in addition to a chemical feed building for chlorination purposes.

July 9, 2026

Construction is now underway at three different sections throughout the project area, including the Book Road and “2B” portions of the 54” transmission main as well as section 1 on the smaller 36” diameter feeder main. Nearly two of the 30 miles of pipe have been installed to date.

Remaining bid packages include two of the smaller diameter “feeder” mains, scheduled to be advertised for bid during the month of July, with contract awards targeted for August and September Board meetings. Once completed, all construction packages will have been bid/awarded and remaining efforts will be focused solely on construction.

Board Action Items

Resolution R-57-26: Award of a Contract for the Construction of the WaterLink Meter Stations & Chemical Feed Building (Contract MS-22/25) to IHC Construction Companies, LLC (**\$13,396,000**)

Attachments

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

DU PAGE WATER COMMISSION
WATER SALES ANALYSIS

01-May-92 TO 30-Jun-26

PER DAY AVERAGE 77,652,077

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%	\$12,964,212.20	\$11,138,689.86	760,583	0.03%	97.98%	\$5.80	\$4.881
Nov-25	1,921,845,000	1,964,172,176	97.85%	\$11,146,701.00	\$9,587,124.39	499,812	0.03%	97.87%	\$5.80	\$4.881
Dec-25	2,083,561,000	2,137,963,067	97.46%	\$12,084,653.80	\$10,435,397.73	416,706	0.02%	97.47%	\$5.80	\$4.881
Jan-26	2,091,449,000	2,147,664,659	97.38%	\$12,130,404.20	\$10,482,751.20	585,634	0.03%	97.41%	\$5.80	\$4.881
Feb-26	1,906,592,000	1,953,475,741	97.60%	\$11,058,233.60	\$9,534,915.09	385,924	0.02%	97.62%	\$5.80	\$4.881
Mar-26	2,003,482,000	2,053,767,910	97.55%	\$11,620,195.60	\$10,024,441.17	366,128	0.02%	97.57%	\$5.80	\$4.881
Apr-26	1,980,944,000	2,034,065,526	97.39%	\$11,489,475.20	\$9,928,273.83	550,092	0.03%	97.42%	\$5.80	\$4.881
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
Jun-26	2,386,900,867	2,457,327,994	97.13%	\$14,058,846.11	\$12,215,377.46	4,688,094	0.19%	97.32%	\$5.89	\$4.971
TOTALS (1)	969,020,268,665	996,724,789,110	97.22%	\$2,621,151,364.48	\$2,307,073,430.23	909,008,154	0.09%	97.31%	\$2.70	\$2.315

(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

Jun-25	4,957,441,000	5,089,013,224	97.41%	28,753,158	24,381,095				\$5.80	\$4.791
Jun-26	4,758,533,867	4,886,772,659	97.38%	28,027,764	24,073,497				\$5.89	\$4.926
	(198,907,133)	(202,240,565)		(\$725,393)	(\$307,598)					
	-4.0%	-4.0%		-2.5%	-1.3%					

Month

Jun-25	2,581,750,000	2,650,830,953	97.39%	14,974,150	12,938,706				\$5.80	\$4.881
Jun-26	2,386,900,867	2,457,327,994	97.13%	14,058,846	12,215,377				\$5.89	\$4.971
	(194,849,133)	(193,502,959)		(\$915,304)	(\$723,328)					
	-7.5%	-7.3%		-6.1%	-5.6%					

June>May

	15,267,867	27,883,329		89,928	357,258					
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DUPAGE WATER COMMISSION
PWS FACILITY ID# - IL435400
MONTHLY OPERATIONS REPORT
JUNE 2026

DUPAGE WATER COMMISSION LABORATORY BENCH SHEET RESULTS

CHICAGO SUPPLY					DUPAGE DISCHARGE						
DATE	FREE Cl ₂ (mg/L)	TURBIDITY (ntu)	O-PO ₄ (mg/L)	POWDER ACTIVATED CARBON ADDED (LBS/MG)	FREE Cl ₂ (mg/L)	TURBIDITY (ntu)	TEMP (°F)	pH	Fluoride (mg/L)	O-PO ₄ (mg/L)	ANALYST INT.
1	1.41	0.1	1.72	0.00	1.38	0.07	63	7.4	0.7	1.61	R.C.
2	1.43	0.06	1.58	0.00	1.38	0.06	63	7.4	0.7	1.61	R.C.
3	1.26	0.06	1.38	0.00	1.19	0.14	62	7.5	0.7	1.58	A.M.
4	1.33	0.05	1.42	0.00	1.15	0.13	62	7.5	0.7	1.44	A.M.
5	1.13	0.08	1.41	0.00	1.19	0.08	62	7.5	0.7	1.59	A.M.
6	1.18	0.04	1.60	0.00	1.26	0.06	63	7.5	0.7	1.46	J.S.
7	1.27	0.05	1.46	0.00	1.24	0.07	64	7.5	0.7	1.51	J.S.
8	1.43	0.05	1.51	0.00	1.27	0.07	63	7.5	0.7	1.52	A.M.
9	1.23	0.05	1.37	0.00	1.2	0.05	63	7.5	0.7	1.22	A.M.
10	1.38	0.04	1.53	0.00	1.23	0.05	65	7.5	0.7	1.61	J.S.
11	1.27	0.04	1.59	0.00	1.22	0.07	64	7.5	0.7	1.51	J.S.
12	1.31	0.07	1.57	0.00	1.27	0.07	64	7.5	0.7	1.45	J.S.
13	1.33	0.06	1.51	0.00	1.29	0.06	63	7.5	0.7	1.42	J.S.
14	1.28	0.06	1.55	0.00	1.28	0.06	64	7.4	0.7	1.63	R.C.
15	1.31	0.05	1.53	0.00	1.36	0.06	63	7.5	0.7	1.53	J.S.
16	1.32	0.04	1.62	0.00	1.29	0.06	63	7.5	0.7	1.43	J.S.
17	1.31	0.06	1.71	0.00	1.42	0.06	64	7.5	0.7	1.55	J.S.
18	1.25	0.05	1.53	0.00	1.28	0.06	64	7.4	0.7	1.45	R.C.
19	1.29	0.05	1.72	0.00	1.31	0.06	65	7.5	0.7	1.55	R.C.
20	1.11	0.05	1.71	0.00	1.24	0.07	65	7.5	0.7	1.53	J.S.
21	1.41	0.05	1.71	0.00	1.37	0.08	65	7.5	0.7	1.43	J.S.
22	1.38	0.05	0.98	0.00	1.28	0.06	63	7.5	0.7	1.60	A.M.
23	1.26	0.04	1.55	0.00	1.16	0.06	63	7.5	0.7	1.49	A.M.
24	1.28	0.05	1.62	0.00	1.26	0.06	64	7.5	0.7	1.47	J.S.
25	1.19	0.04	1.45	0.00	1.21	0.05	64	7.5	0.7	1.64	J.S.
26	1.39	0.05	1.55	0.00	1.38	0.06	65	7.5	0.7	1.38	J.S.
27	1.25	0.05	1.65	0.00	1.19	0.06	64	7.4	0.7	1.43	K.D.
28	1.12	0.05	1.61	0.00	1.2	0.05	65	7.4	0.7	1.42	K.D.
29	1.21	0.05	1.65	0.00	1.26	0.07	66	7.5	0.7	1.48	J.S.
30	1.34	0.06	1.50	0.00	1.21	0.06	67	7.5	0.7	1.45	J.S.
31											
AVG.	1.29	0.05	1.54	0.00	1.27	0.07	64	7.5	0.70	1.50	
MAX.	1.43	0.10	1.72	0.00	1.42	0.14	67	7.5	0.74	1.64	
MIN.	1.11	0.04	0.98	0.00	1.15	0.05	62	7.4	0.65	1.22	

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

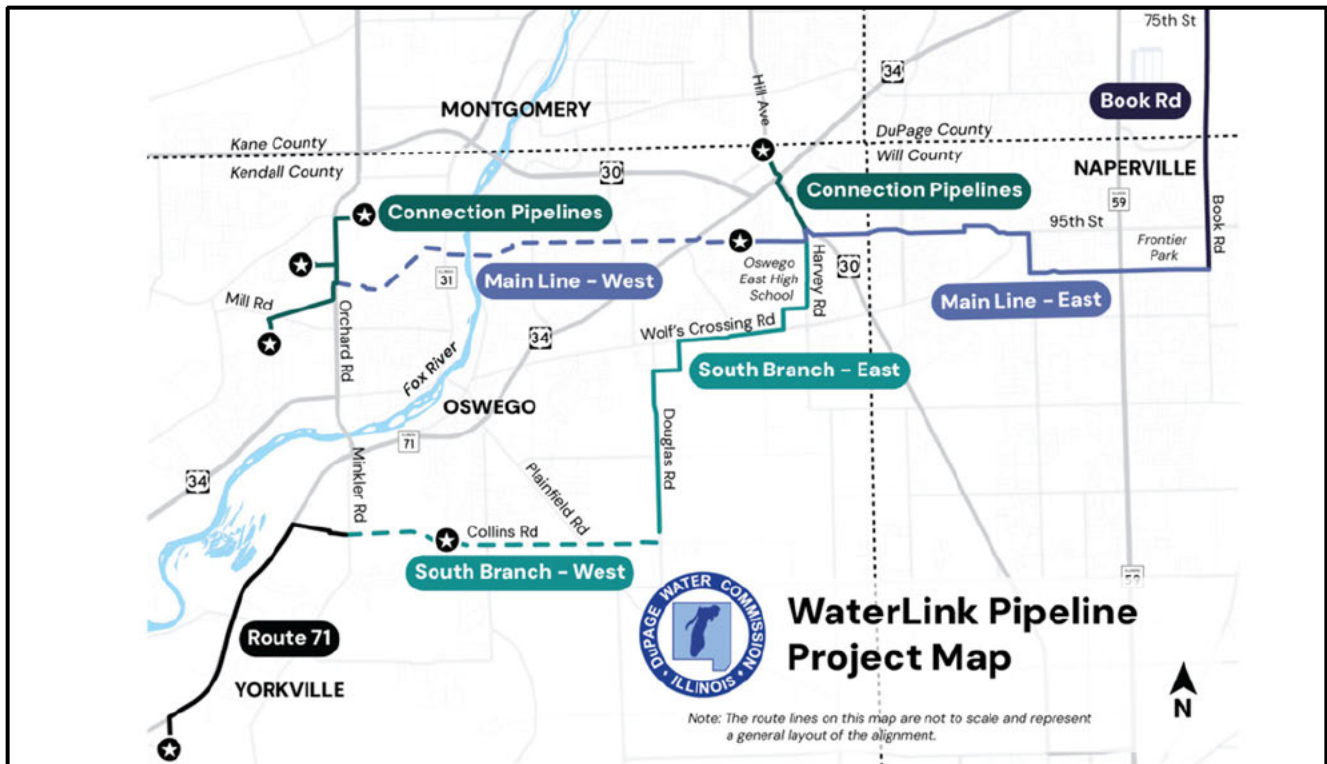
Date

WaterLink Monthly Progress Report



July 2026

Data through June 30, 2026



Program Overview

Project Section	Monthly Progress Update
Book Road (TW-6/25 Section 1)	Under construction
Main Line – East (TW-6/25 Section 2A) (TW-6/25 Section 2B) (TW-6/25 Section 2C)	Under construction Under construction Under construction
Main Line – West (TW-6/25 Section 3A) (TW-6/25 Section 3B) (TW-6/25 Section 3C)	Contract awarded Contract awarded Contract awarded
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)	Bids received June 9, 2026; Target award – July 2026

Project Stats & Milestones

Through June, crews have placed more than 5,200 feet of 54" water main along Book Road (TW-6/25 Section 1). In total, approximately 16,300 feet of pipe will be installed beneath Book Road. Crews have placed more than 1,100 ft of 54" water main along Main Line – East (TW-6/25 Section 2A, 2B, 2C). At the end of June, crews mobilized and began placing 36" water main along South Branch – East (FW-1/25 Section 1).

Project Section	Monthly Construction Update	Percent Complete
Book Road	Crews installed approximately 5,200 ft of 54" water main.	36%
Main Line – East	Crews installed 1,114 ft of 54" water main.	15%
Main Line – West	Tree clearing activity has been completed.	1%
South Branch – East	Tree clearing continues. Crews are mobilized and have begun installing 36" water main.	1%
South Branch – West	Construction has not yet begun.	0%
Route 71	Construction has not yet begun.	0%
Connection Pipelines	Construction has not yet begun.	0%
Meter Stations	Construction has not yet begun.	0%



Excavation along Book Road; Excavation near Wolf's Crossing & 95th Street

Schedule & Cost Tracking

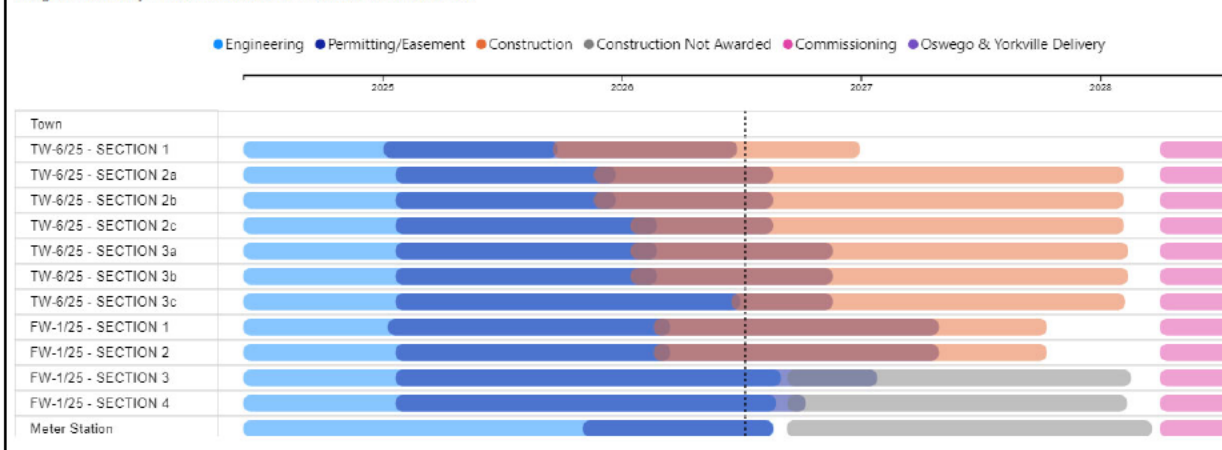
Through June, nine of the twelve contracts have been awarded for construction. Design and bidding activities are ongoing for the remaining three sections, with construction contract awards targeted for Q3 2026. Easement acquisition has been completed on the below two noted sections and Pipeline construction has commenced on FW-1/25 Section 1. Overall, the program schedule remains on track to achieve the targeted community water delivery dates.

Contract Section	Design	Permit Acquisition	Easement Acquisition	Construction Completion (per contract)
TW-6/25 – Section 1	Complete	Complete	NA	12-31-2026
TW-6/25 – Section 2a	Complete	In Progress	In Progress	02-06-2028
TW-6/25 – Section 2b	Complete	In Progress	In Progress	02-06-2028
TW-6/25 – Section 2c	Complete	In Progress	In Progress	02-06-2028
TW-6/25 – Section 3a	Complete	In Progress	Complete	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	02-28-2028
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	Complete	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*

**\$42.01
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.*



MONTHLY STATUS REPORT

LAN PROJECT #: 128-10031-001

PROJECT: DuPage Water Commission WaterLink Extension Phase II

REPORT DATE: July 7, 2026

MEETING DATE: July 16, 2026

I. Progress through July 16, 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. Final pipeline alignment has received ComEd approval.
 - a) Final drawing submittal made to close out ComEd technical review.





MONTHLY STATUS REPORT

- b) Conditional approval received.
- 2. License agreement complete.
- 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. Construction ongoing for Section 1.
2. Pre-construction work (i.e. shop drawing submittals) ongoing for Section 2.
3. 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.





MONTHLY STATUS REPORT

3. IDOT District 3 comments received in June 2025.
 - a) Meeting occurred Monday 8/11/25 with IDOT District 3 to discuss comments.
 - b) The most pressing comment is the direction that work cannot proceed until the Route 71 widening project is complete in Spring 2027. Further discussion with IDOT needed.
 - c) Design 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. Advertisement for Bids 07/08/26.
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





MONTHLY STATUS REPORT

- g) Permitting & Permit Fees
- h) Additional geotechnical and SUE/potholing.

III. Financials

- A. Total Phase II Contract: \$21,471,929
 - 1. Original Phase II Contract: \$19,956,942
 - 2. Phase 1 Rollover Funds: \$492,687
 - 3. Contract Amendment No. 1: \$1,022,300
- B. Fee Expended through June 30, 2026:
 - a) Total: \$20,935,131 (97.5%)

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

- A. Schedule Update Meetings with Burns & McDonnell – Various
- B. WaterLink Partnering Session – June 04, 2026
- C. MS 22/25 Bid Opening – June 09, 2026
- D. WaterLink Groundbreaking Event – June 10, 2026
- E. Fox Metro Water Reclamation District Coordination Meeting – June 12, 2026
- F. 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. Oswegoland Park District Coordination Meeting – July 9, 2026
- F. FW-1/25 Section 4 Pre-Bid Meeting – July 17, 2026
- G. FW-1/25 Section 3 Advertisement



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

	Activity through April 26, 2024	Activity through May 31, 2024	Activity through June 30, 2024	Activity through July 31, 2024	Activity through August 31, 2024	Activity through September 30, 2024	Activity through October 31, 2024	Activity through November 30, 2024	Activity through December 31, 2024	Activity through January 31, 2025	Activity through February 28, 2025	Activity through March 31, 2025	Activity through April 30, 2025	Activity through May 31, 2025	Activity through June 30, 2025	Activity through July 31, 2025	Activity through August 31, 2025	Activity through September 30, 2025	Activity through October 31, 2025	Activity through November 30, 2025	Activity through December 31, 2025	Activity through January 31, 2026	Activity through February 28, 2026	Activity through March 30, 2026	Activity through April 30, 2026	Activity through May 31, 2026	Activity through June 30, 2026	Planned	Planned					
Description	May 2024	June 2024	July 2024	August 2024	September 2024	October 2024	November 2024	December 2024	January 2025	February 2025	March 2025	April 2025	May 2025	June 2025	July 2025	August 2025	September 2025	October 2025	November 2025	December 2025	January 2026	February 2026	March 2026	April 2026	May 2026	June 2026	July 2026	August 2026	September 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	\$ 255,624	\$ 235,414	\$ 100,000	\$ 40,218					
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	\$ 10,150	\$ 63,068	\$ 90,000	\$ 50,000					
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	\$ 265,775	\$ 298,482	\$ 190,000	\$ 90,218					
SUBTOTAL	\$6,314,947				\$5,351,501				\$9,805,482																									
IGA ESCROW DEPOSITS	\$7,764,000				\$5,532,000				\$6,660,942																									
ORIGINAL PHASE II CONTRACT																							\$		19,956,942									
PHASE I ROLLOVER FUNDS																							\$		492,687									
CONTRACT AMENDMENT NO. 1																							\$		1,022,300									
TOTAL PHASE II CONTRACT																							\$		21,471,929									

DuPage Water Commission
WaterLink Extension
Phase II Design Schedule

ID	Task Name	Duration	Start	Finish	2025												2026												2027																
					2, 2025			Qtr 3, 2025			Qtr 4, 2025			Qtr 1, 2026			Qtr 2, 2026			Qtr 3, 2026			Qtr 4, 2026			Qtr 1, 2027			Qtr 2, 2027			Qtr 3, 2027			Qtr 4, 2027										
					May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec									
1	DWC WATERLINK PHASE II DESIGN	700 days	Mon 6/3/24	Mon 5/4/26																																									
29	BIDDING PHASE	462 days	Fri 5/23/25	Fri 8/28/26																																									
30	TW-6/25 Section 1 (Book Rd) Advertise-Bid Open	39 days	Fri 5/23/25	Tue 7/1/25	23																																								
31	TW-6/25 Section 2A & 2B Advertise-Bid Open	35 days	Fri 9/26/25	Fri 10/31/25																																									
32	TW-6/25 Section 2C, 3A, 3B Advertise-Bid Open	42 days	Fri 11/7/25	Fri 12/19/25																																									
33	FW-1/25 Section 1 & 2 Advertise-Bid Open	38 days	Mon 12/29/25	Thu 2/5/26																																									
34	TW-6/25 Section 3C Advertise-Bid Open	38 days	Mon 3/30/26	Wed 5/6/26																																									
35	MS 22/25 Advertise-Bid Open	33 days	Thu 5/7/26	Tue 6/9/26																																									
36	FW-1/25 Section 4 Advertise-Bid Open	28 days	Wed 7/8/26	Wed 8/5/26																																									
37	FW-1/25 Section 3 Advertise-Bid Open	35 days	Fri 7/24/26	Fri 8/28/26																																									
38	CONSTRUCTION PHASE	909 days	Thu 8/21/25	Wed 2/16/28																																									
39	TW-6/25 Section 1 (Book Rd) Construction	470 days	Thu 9/18/25	Thu 12/31/26																																									
40	TW-6/25 Section 2A & 2B Construction	730 days	Thu 11/20/25	Sat 11/20/27																																									
41	TW-6/25 Section 2C, 3A, 3B Construction	730 days	Thu 1/15/26	Sat 1/15/28																																									
42	FW-1/25 Section 1 & 2 Construction	600 days	Thu 2/19/26	Tue 10/12/27																																									
43	TW-6/25 Section 3C Construction	600 days	Thu 6/18/26	Tue 2/8/28																																									
44	MS 22/25 Construction	600 days	Thu 7/16/26	Tue 3/7/28																																									
45	FW-1/25 Section 4 Construction	420 days	Tue 8/25/26	Tue 10/19/27																																									
46	FW-1/25 Section 3 Construction	420 days	Thu 9/17/26	Thu 11/11/27																																									
47	COMMISSIONING	90 days	Mon 4/3/28	Sun 7/2/28																																									
48	Commissioning WaterLink System	90 days	Mon 4/3/28	Sun 7/2/28																																									



Resolution #: R-57-26

Account: 01-80-852010 (WaterLink)

Approvals: *Author / Manager / Finance / Admin*

JL JML CAP PDM

REQUEST FOR BOARD ACTION

Date: 7/9/2026

Description: **Award of a Contract for the Construction of the WaterLink Meter Stations & Chemical Feed Building (Contract MS 22/25)**

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, awarded by the end of Q3 2026.

All but two of the pipeline construction packages have been bid, with contracts awarded by the Board in late 2025 and early 2026. Remaining pipeline construction packages are anticipated to be bid in July/August with awards tentatively scheduled for August/September of this year.

The MS 22/25 construction package includes the construction of a single chlorination facility, along with the seven metering stations required at the seven connection points to the WaterLink communities. Two will serve Montgomery, three will serve Oswego, and the final two will serve Yorkville. Design and construction of the corresponding receiving stations at each of these locations are being managed by the WaterLink communities.

The bid opening for this work was held on June 9th with four bids received. The apparent low bid received was lower than the engineer's estimate. The bidders and their bids are listed in the table below:

Bidder	Bid Total
IHC Construction Companies, LLC	\$13,396,000.00
John Burns Construction Company, LLC	\$13,701,500.00
Reynolds Construction	\$22,441,000.00
Vissering Construction Company	\$14,125,000.00

Based on the results of the bid opening, IHC Construction Companies, LLC has been identified as the responsible lowest bidder for the MS 22/25 Project with a submitted bid of \$13,396,000. Staff has discussed this recommended contract award as being in the best interest of the overall project with the WaterLink Village Managers with no objections made. IHC Construction Companies, LLC is also currently under contract with the Village of Oswego for the construction of their three receiving stations, greatly reducing the degree to which site coordination is required.

Resolution R-57-26 would approve a contract with the IHC Construction Companies, LLC for the construction of the MS 22/25 Project in the amount of \$13,396,000.

Recommended Motion:

To adopt Resolution R-57-26.

DUPAGE WATER COMMISSION

RESOLUTION NO. R-57-26

A RESOLUTION AWARDDING A CONTRACT FOR THE CONSTRUCTION OF
THE MS 22/25 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 MS 22/25 Contract; and

WHEREAS, bids for Contract MS 22/25 were received on June 9, 2026; and

WHEREAS, the Commission has reviewed the proposals received and determined that the proposal of IHC Construction Companies, 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 the Construction of the MS 22/25 Project in the amount of \$13,396,000, 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-57-26.docx

EXHIBIT A

DuPage Water Commission

Contract for the Construction of WaterLink Meter Stations & Chemical Feed Building

Contract MS-22/25 Meter Stations



VOLUME I CONTRACT DOCUMENTS

DuPAGE WATER COMMISSION
CONTRACT FOR THE CONSTRUCTION OF
CONTRACT MS 22/25

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

**CONTRACT AGREEMENT BETWEEN
DuPAGE WATER COMMISSION AND
IHC CONSTRUCTION COMPANIES, LLC
FOR THE CONSTRUCTION OF
CONTRACT MS 22/25**

**CONTRACT AGREEMENT BETWEEN
DuPAGE WATER COMMISSION AND
IHC CONSTRUCTION COMPANIES, LLC
FOR THE CONSTRUCTION OF
CONTRACT MS 22/25**

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**CONTRACT AGREEMENT BETWEEN
DuPAGE WATER COMMISSION AND
IHC CONSTRUCTION COMPANIES, LLC
FOR THE CONSTRUCTION OF
CONTRACT MS 22/25**

THIS CONTRACT AGREEMENT, made as of this **16th** day of **July, 2026**, by and between the DuPage Water Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, a public corporation, and **IHC Construction Companies, LLC**,

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 MS 22/25* 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., Stanley Consultants, Inc., Lockwood, Andrews and Newnam, Inc. (LAN), Robinson

CONTRACT AGREEMENT

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

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

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

e. Work Site. Northeast of Hill Avenue and Goodwin Drive intersection; northeast of Galena Road and Nemetz Way intersection; north of ComEd right-of-way and southeast of Odgen Falls Boulevard and Waterbury Circle intersection; northeast side of Collins Road and Morgan Creek intersection; north of Tuscany Trail between South Concord Drive and Orchard Road; south of Monroe Court and between Illinois Railway, LLC tracks and 95th Street; north of Illinois Route 126 and between Wing Road and Prairie Crossing Drive; north end of Lehman Crossing; east of 95th Street and Wolf's Crossing Road intersection.

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

CONTRACT AGREEMENT

Conditions of Contract shall govern over the terms and provisions of all other Contract Documents.

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.

CONTRACT AGREEMENT

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,

CONTRACT AGREEMENT

utility locations or conditions, adverse soil conditions, and changed site conditions due to work by other contractors, and Contractor hereby waives all claims for, and hereafter shall have no claim for, payment or compensation in excess of the Contract Price based upon such difficulties or obstructions, or conditions at the Work Site or in the surrounding area except as expressly provided, and only to the limited extent set forth, in Sections 2.1 through 2.3 of the General Conditions of Contract. Contractor is responsible for dealing with conditions found at, and in the vicinity of, the Work Site, including subsurface, underground or other concealed conditions or obstructions, buried structures, utility locations or conditions, adverse soil conditions, changed conditions due to work by other contractors, and similar site conditions without any equitable adjustment in the Contract Price except as expressly provided, and only to the limited extent set forth, in Sections 2.1 through 2.3 of the General Conditions of Contract.

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

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

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

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

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

H. Acceptance of Allocation of Risks and Changes. Contractor acknowledges and agrees that risks are inherent in the Work of this Contract and changes are to be expected. Contractor acknowledges that this Contract contains specific allocations of responsibility for such risks and changes. Contractor acknowledges, agrees to, and accepts such risks and changes that are allocated to it and that Contractor

CONTRACT AGREEMENT

is responsible for dealing with under this Contract without any equitable adjustment in the Contract Price or Contract Time.

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

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

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

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

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

3.2 Affirmation of Other Warranties and Representations

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

CONTRACT AGREEMENT

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.

CONTRACT AGREEMENT

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

CONTRACT AGREEMENT

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:

IHC Construction Companies, LLC
385 Airport Road, Suite 100
Elgin, IL 60123
Attention: **Russell D. Ginn**

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.

CONTRACT AGREEMENT

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

CONTRACT AGREEMENT

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.

CONTRACT AGREEMENT

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:

IHC Construction Companies, LLC

By: _____

By: _____
Russell D. Ginn

Title: _____

Title: ***Vice President***

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

STATE OF ILLINOIS)
)
COUNTY OF _____) SS

CONTRACTOR'S CERTIFICATION

Russell D. Ginn, 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 _____, 20__.

Attest/Witness:

IHC Construction Companies, LLC

By: _____

By: _____
Russell D. Ginn

Title: _____

Title: **Vice 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**



**DuPage Water
Commission**

30 YEARS OF SERVICE
Pure. Essential. Stewardship.

MEMORANDUM

To: Paul May, General Manager
From: Cheryl Peterson, Financial Administrator
Date: 7/9/2026
Subject: Accounts Payable Listings

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

June 10, 2026, to July 9, 2026, A/P Report:

DuPage Water Commission	\$12,281,659.35
Waterlink	890,052.60

Accrued and estimated payments required before August
2026 Commission meeting:

DuPage Water Commission	1,614,475.00
Waterlink	8,055,000.00

Total	<u>\$22,841,186.95</u>
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cc: Chairman and Commissioners



DuPage Water Commission

Board Open Payable Report

As Of 07/09/2026

Summarized by Payable Account

Payable Number	Description	Post Date	Payable Amount		Net Amount
Payable Account: 01-211000 - ACCOUNTS PAYABLE					
Vendor: 2251 80240727	Badger Meter Cellular Fees for Beacon Endpoints	06/30/2026	2,395.68	Payable Count: (1)	2,395.68 2,395.68
Vendor: 2283 INV0009072	BMO HARRIS CREDIT CARD Combined Statements: June 2026	06/30/2026	974.78	Payable Count: (1)	974.78 974.78
Vendor: 1023 ZR01363101	CDW Government Zoom Pro License Renewal	06/30/2026	799.50	Payable Count: (1)	799.50 799.50
Vendor: 1135 INV0009085	CITY OF CHICAGO SUPERINTENDENT OF WATER COLLECTION WATER BILLING: June 2026	06/30/2026	12,215,377.46	Payable Count: (1)	12,215,377.46 12,215,377.46
Vendor: 2321 0286641	Concentric Integration, LLC Meter Shop PC Upgrade	06/30/2026	4,200.00	Payable Count: (1)	4,200.00 4,200.00
Vendor: 1952 13178552	CONVERGINT TECHNOLOGIES LLC DPS Fire Alarm System Upgrade	06/30/2026	3,059.09	Payable Count: (1)	3,059.09 3,059.09
Vendor: 2260 INV0009073	DENIS CUVALO Expense Reimbursement - AWWA ACE	06/30/2026	1,565.09	Payable Count: (1)	1,565.09 1,565.09
Vendor: 2041 001-348326056	F.E. MORAN, INC. Pre-Action Sprinkler Panel Replacement	06/30/2026	7,970.00	Payable Count: (1)	7,970.00 7,970.00
Vendor: 2171 145538	Friendly Ford Vehicle Maint: M228277	07/07/2026	323.23	Payable Count: (1)	323.23 323.23
Vendor: 2560 LQ03536281	GFL Environmental Services USA, LLC Hazardous Waste Disposal	06/30/2026	8,484.48	Payable Count: (1)	8,484.48 8,484.48
Vendor: 1068 15051617	HACH COMPANY Chlorine Testing Product Restock	06/25/2026	2,353.65	Payable Count: (1)	2,353.65 2,353.65
Vendor: 1057 125121-2	HSQ TECH, INC. SCADA Replacement Backup Hard Drive	06/29/2026	651.00	Payable Count: (1)	651.00 651.00
Vendor: 1834 D-00876163	IFMA Dues: Member #693859	06/23/2026	515.00	Payable Count: (1)	515.00 515.00
Vendor: 1391 9111340346	J. J. KELLER & ASSOCIATES, INC. OSHA Subscription Renewal	06/30/2026	666.00	Payable Count: (1)	666.00 666.00
Vendor: 2487 INV0009074	JEFF LOSTER Expense Reimbursement - DC Tunnel Site Visits	06/30/2026	1,082.10	Payable Count: (1)	1,082.10 1,082.10
Vendor: 2602 INV0009086	JPMORGAN CHASE BANK NA Combined Statements: June 2026	06/30/2026	8,869.02	Payable Count: (1)	8,869.02 8,869.02
Vendor: 2531 20390	Jude R. Vickery Temp Sensor Replacement	06/30/2026	2,250.00	Payable Count: (1)	2,250.00 2,250.00
Vendor: 2378 CI_1862648	Kaseya US, LLC Datto RMM Patch Management Annual License Renewal	06/23/2026	2,880.00	Payable Count: (1)	2,880.00 2,880.00
Vendor: 1054 66976977	MCMMASTER-CARR SUPPLY COMPANY Pipeline Supplies	06/25/2026	980.56	Payable Count: (1)	980.56 980.56
Vendor: 2189 INV0008995	NCPERS Group Life Ins. NCPERS - IMRF 6641	06/05/2026	44.28	Payable Count: (3)	132.84 44.28

Board Open Payable Report

As Of 07/09/2026

Payable Number	Description	Post Date	Payable Amount		Net Amount
INV0009031	NCPERS - IMRF 6641	06/19/2026	44.28		44.28
INV0009054	NCPERS - IMRF 6641	07/03/2026	44.28		44.28
Vendor: 1930	PARK PLACE TECHNOLOGIES LLC			Payable Count: (1)	2,688.44
PUSA10090226162	Monthly Managed Service: July 2026	07/07/2026	2,688.44		2,688.44
Vendor: 1321	PERSPECTIVES, LTD.			Payable Count: (1)	273.00
PER-IN-109517	EMPLOYEE ASSISTANCE SVC: QUARTER 3 2026	07/07/2026	273.00		273.00
Vendor: 2396	RAFTELIS			Payable Count: (1)	1,487.50
46437	Professional Services: May 2026	06/18/2026	1,487.50		1,487.50
Vendor: 2456	Randall-Reilly, LLC			Payable Count: (1)	5,337.00
EQWREN26	2026 Construction Blue Book Renewal (680176)	06/30/2026	5,337.00		5,337.00
Vendor: 1137	ROSSI CONTRACTORS, INC.			Payable Count: (1)	3,150.00
554006	30" Pipe Offloading	07/07/2026	3,150.00		3,150.00
Vendor: 1302	Sir Speedy Print, Signs, Marketing			Payable Count: (1)	75.00
92795	Business Cards: Chapman	06/17/2026	75.00		75.00
Vendor: 2605	ThermFlo Inc			Payable Count: (1)	1,452.26
T37117INV	Service for Liebert Units at DPS in 2025	06/30/2026	1,452.26		1,452.26
Vendor: 2096	William A. Fates			Payable Count: (1)	1,666.67
INV0009084	Service as Treasurer: July 2026	07/01/2026	1,666.67		1,666.67
			Payable Account 01-211000	Payable Count: (30) Total:	12,281,659.35
Payable Account: 01-211030 - ACCTS PAYABLE - CONSTRUCTION					
Vendor: 2578	Arcadis U.S., Inc.			Payable Count: (1)	2,241.50
36140225	ECOC	06/30/2026	2,241.50		2,241.50
Vendor: 2421	Burns & McDonnell Engineering Co., Inc.			Payable Count: (3)	729,227.07
186599-10	WaterLink Program Mgmt & Construction Admin	06/30/2026	489,891.91		489,891.91
186862-7	WaterLink Construction Engineering for Book Road	06/30/2026	117,525.13		117,525.13
186862-8	WaterLink Construction Engineering for Book Road	06/30/2026	121,810.03		121,810.03
Vendor: 2327	CHLORINATING LTD INC			Payable Count: (1)	51,750.00
826141	WaterLink Cut-In Disinfection Work	06/30/2026	51,750.00		51,750.00
Vendor: 1964	CHRISTOPHER B. BURKE ENGINEERING, LTD.			Payable Count: (1)	15,858.50
210920	WaterLink Construction Engineering (Sections 1-2)	06/30/2026	15,858.50		15,858.50
Vendor: 2357	LOCKWOOD, ANDREWS & NEWNAM, INC.			Payable Count: (1)	71,088.50
128-10031-002-4	WaterLink Extension Phase III	06/30/2026	71,088.50		71,088.50
Vendor: 1223	METIRI ANALYTICAL GROUP INC			Payable Count: (1)	326.64
GA6003137	WaterLink Bacteriological Testing	06/30/2026	326.64		326.64
Vendor: 2289	STANLEY CONSULTANTS			Payable Count: (2)	19,560.39
0268041	WaterLink Section 401 Water Permitting	06/30/2026	18,060.39		18,060.39
0268085	WaterLink CE (Meter Stations)	06/30/2026	1,500.00		1,500.00
			Payable Account 01-211030	Payable Count: (10) Total:	890,052.60

Payable Account Summary

Account	Count	Amount
01-211000 - ACCOUNTS PAYABLE	30	12,281,659.35
01-211030 - ACCTS PAYABLE - CONSTRUCTION	10	890,052.60
Report Total:	40	13,171,711.95

Payable Fund Summary

Fund	Count	Amount
01 - WATER FUND	40	13,171,711.95
Report Total:	40	13,171,711.95

DUPAGE WATER COMMISSION
ITEMS TO BE PAID BY 8-20-26
Board Meeting Date: July 16, 2026

Estimate Amount	Description	Check Number	Payment Date	Payment Amount
90,000.00	Blue Cross Blue Shield - Health Insurance			
9,000.00	Euclid Managers - Dental Insurance			
13,000.00	Illinois Public Risk Fund - Workers Comp.			
200.00	Envision Health Care - Administration Fees			
400.00	Healthiest You			
150.00	NCPERS - IMRF			
35,000.00	ComEd - Utility Charges			
400,000.00	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			
1,000.00	Procurement Card Charges - \$950 Pipeline Supplies, \$50 Books & Publications			
9,000.00	Procurement Card Charges - \$1000 Contracted Services, \$200 Training \$350 Travel, \$4850 Conferences, \$450 Safety, \$1550 WaterLink, \$400 Pipeline \$50 Office Supplies, \$100 Phone \$50 Maintenance			
300.00	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	Schrott, 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	Scooper Lube - Vehicle Maintenance			
200.00	Friendly Ford - Vehicle Maintenance			
200.00	Sterling - Background Checks			
5,000.00	Storino Ramello & Durkin			
500.00	Local 399 Training courses			
11,000.00	Altorfer - Jacket Water Heater Hose Replacement			
2,000.00	American Innovations - CP Data Manager			
2,500.00	Automatic - Repairs to HVAC System			
10,000.00	Beary - Invasive Tree Trimming Service at Northbrook			
2,000.00	Beary - Tanksite Landscaping			
4,000.00	Beary - Landscaping			
2,000.00	Bedrock - Landscaping			
14,000.00	CDW - Rugged Laptops			
2,400.00	CDW - Rugged Laptop Warranty			
13,000.00	Civic Plus - DocAccess Subscription/Implementation Fee			
7,000.00	Construction Safety Council - Electrical Safety Training			
700.00	Construction Safety Council - Flagger Recertification			
1,100.00	Core & Main - Brass Parts for Flushing			
13,000.00	DocAccess - PDF to html for Website			
500.00	Ebel's Ace Hardware - Project Supplies			
8,000.00	FE Moran - Pre-Action Sprinkler Panel Replacement			
300.00	Friendly Ford - Vehicle Maint June 2026			
4,600.00	GE Supply (Rexel) - Breaker Test Box			
4,300.00	Graybar - ROV Proximity Switches			
2,000.00	Home Depot - Project Supplies			

**DUPAGE WATER COMMISSION
ITEMS TO BE PAID BY 8-20-26
Board Meeting Date: July 16, 2026**

1,000.00	IFMA - Conference Registration/Estimated Travel Expenses (Weed)
1,500.00	ILSAWWA - Water 360 Conference Registration
12,000.00	Maul - Sealcoating, crack fill and concrete grinding
2,000.00	Mike Weed - IFMA Conference Registration/Estimated Travel Expenses
400.00	Office Depot - Office Supplies
3,500.00	Park Place - Server Assistance for Infor Upgrade
1,200.00	Park Place - Additional Remote Engineering Labor Cost for Firewall Project
200.00	Petty Cash
1,100.00	Program One - Window Cleaning
1,500.00	Specialty Mat - Mat Service
600.00	Staples - Office Supplies
10,000.00	Stonkus - Parco Oil Pump Assemblies for N Accumulator System
1,700.00	Thermo/Cense - HLP and Motor RTD Probes
8,800.00	V3 - Traffic Control Plans
7,700.00	V3 - Traffic Control Plans
3,500.00	Villa Park Office Equipment - File Cabinets
27,000.00	Tyler - Annual Fees
10,000.00	Delve - Pipeline Conflict Review
200,000.00	Baxter & Woodman/Boiler Construction - SCADA
20,000.00	Carollo - SCADA
40,000.00	Strand - SCADA
3,000.00	Kaseya - IT Services
25,000.00	Mercer
75,000.00	Conсор - Source Water Project
10,000.00	Tai Ginsberg - Source Water Project
40,000.00	Raffelis - Source Water Project
10,000.00	Marquardt
18,500.00	Neri - R-41-26
11,000.00	Creative Carpet & Flooring - Carpet Replacement
3,000.00	Versare Solutions - Partition Walls
8,400.00	Villa Park Office Equipment - File Cabinets and Reception Desk
20,000.00	Sikich - FY 2026 Audit
1,614,475.00	

WaterLink

20,000.00	Schirott, Luetkehans & Garner, LLC - MOY
400,000.00	LAN - Waterlink Phase II
100,000.00	LAN - Waterlink Owner's Advisor
500,000.00	Wheatland Title - WaterLink Easements
4,000,000.00	Benchmark/D. Construction - Section 1 Pay App #7
75,000.00	Airy's - WaterLink Construction – Section 2A Construction, #5
1,500,000.00	Airy's - WaterLink Construction – Section 2B Construction, #5
300,000.00	Airy's - WaterLink Construction – Section 2C Construction, #4
500,000.00	Bolder Contractors - FW Section 1 #2
200,000.00	Burns & McDonnell - WaterLink – Book Road CE
50,000.00	Burns & McDonnell - WaterLink – TW-6/25 Section 3 CE
100,000.00	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
8,055,000.00	
9,669,475.00	



Resolution #: O-22-26

Account: 01-80-852010

Approvals: *Author / Manager / Finance / Admin*

JL JML CAP PDM

REQUEST FOR BOARD ACTION

Date: 7/9/2026

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

Agenda Section: Engineering & Construction

Originating Department: Engineering

Ordinance No. O-22-26 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-22-26 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-22-26

DUPAGE WATER COMMISSION

ORDINANCE NO. O-22-26

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 4 (the "Subject Properties") and owned by the Naperville Park District should be acquired and are necessary and desirable for the purposes as hereinabove set forth; and

WHEREAS, for this purpose, the Board of Commissioners of the Commission adopted Ordinance Nos. O-5-25 and O-8-25 empowering the General Manager, his staff and the Commission's attorneys to take the necessary steps, either by negotiation or condemnation, to acquire the easements over the Subject Properties as set forth in Exhibits 1 through 4 (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 4; and

WHEREAS, the Commission has determined that the total cost for the purchase of the Easements, including approximate restoration costs to be reimbursed to the Naperville Park District, in the amount of \$1,161,060.00 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 4 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 4.

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-22-26.docx

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

The Naperville Park District, an Illinois Park District (hereinafter 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, and other facilities and equipment related thereto (hereinafter "Grantee's Facilities"), in, upon, under, along and across the following described property (hereinafter "Easement Premises"):

SEE EXHIBIT "A" ATTACHED HERETO

together with reasonable right of access thereto for said purposes. This Permanent Easement does not include the right for Grantee to install any structures or systems that, when completed and in use, are above the surface grade of the Easement Premises. This Permanent Easement is exclusive to Grantee. Grantor, an Illinois Park District formed and operating under the Illinois Park Code, hereby reserves the right to use the Easement Premises at and above the surface grade for recreational purposes in such a manner that does not prevent or interfere with the exercise by Grantee of the rights granted under this Permanent Easement. The parties acknowledge that the Grantor shall be able to install turf (both natural and/or artificial) and irrigation systems and/or drainage systems in service of the turf. Grantor shall not otherwise use or place, or cause or permit to be used or placed, within the Easement Premises any structure, equipment or item whose weight or load will cause damage to Grantee's Facilities or which will in any manner interfere with, disturb, damage, destroy, injure, obstruct or permit to be obstructed Grantee's Facilities or the Easement Premises, shall not interfere with Grantee's access to the Easement Premises or Grantee's Facilities, and shall not connect or permit the connection of Grantee's Facilities to any of Grantor's facilities at any time whatsoever without the prior written consent of Grantee.

Following approval of this instrument by both parties, Grantee shall pay to Grantor the amount set forth in Exhibit B attached hereto and incorporated herein.

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. Grantee's obligations for restoration following the original installation are set forth in the Temporary Construction Easement Agreement of even date herewith. Regarding all 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.

Grantee shall comply with all applicable federal, state and local laws, regulations, orders and rules related to the exercise of Grantee's rights hereunder and each pipeline shall be installed at a depth conforming with industry standards and the requirements of applicable laws.

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, costs, losses, fees and reasonable expenses of whatever character arising out of, resulting from, or related to 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 and then only to pro-rata extent of Grantor's responsibility.

Grantee's agents performing work on the Easement Premises, at their sole cost and expense, shall maintain and keep in effect comprehensive commercial general liability insurance in the minimum amount of \$2,000,000, covering, without limitation, any liability for personal injury, bodily injury (including, without limitation, death) and property damage arising out of Grantee's agents' acts, omissions and use of the Easement Premises. All general liability policies of insurance required herein shall name Grantor as an additional insured.

Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Easement Premises 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 Easement Premises 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.

GRANTOR:

NAPERVILLE PARK DISTRICT

By: _____

Signature

Leslie Ruffing, Board President
Print Name and Title

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)

COUNTY OF DuPage) SS
)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that LESLIE RUFFING, as BOARD President 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 25th day of June, 2026.

[Redacted Signature]

Notary Public

Lois Marilyn Szalinski



EXHIBIT A

Legal Description/Depiction of Permanent Easement Area

PIN: 07-01-10-101-016-0000

Address: 3380 Cedar Glade Drive, Naperville, Illinois, 60564 (part)

THAT PART OF LOT 2 IN FRONTIER PARK, A SUBDIVISION OF THE NORTH HALF OF SECTION 10, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED JUNE 15, 2004, AS DOCUMENT NUMBER R2004-107183, IN WILL COUNTY, ILLINOIS, BEARINGS AND DISTANCES BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD83 (2011 ADJUSTMENT), GRID, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH 01 DEGREES 38 MINUTES 52 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 2 A DISTANCE OF 172.14 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 80 DEGREES 52 MINUTES 58 SECONDS WEST A DISTANCE OF 16.31 FEET; THENCE SOUTH 88 DEGREES 57 MINUTES 24 SECONDS WEST A DISTANCE OF 220.58 FEET; THENCE SOUTH 01 DEGREES 02 MINUTES 36 SECONDS EAST A DISTANCE OF 10.66 FEET; THENCE SOUTH 88 DEGREES 57 MINUTES 24 SECONDS WEST A DISTANCE OF 20.00 FEET; THENCE NORTH 01 DEGREES 02 MINUTES 36 SECONDS WEST A DISTANCE OF 10.66 FEET; THENCE SOUTH 88 DEGREES 57 MINUTES 24 SECONDS WEST A DISTANCE OF 2290.00 FEET; THENCE SOUTH 01 DEGREES 02 MINUTES 36 SECONDS EAST A DISTANCE OF 10.66 FEET; THENCE SOUTH 88 DEGREES 57 MINUTES 24 SECONDS WEST A DISTANCE OF 20.00 FEET; THENCE NORTH 01 DEGREES 02 MINUTES 36 SECONDS WEST A DISTANCE OF 10.66 FEET; THENCE SOUTH 88 DEGREES 57 MINUTES 24 SECONDS WEST A DISTANCE OF 21.91 FEET, TO A POINT ON THE SOUTH MOST WEST LINE OF SAID LOT 2, WHICH POINT IS 175.24 FEET NORTH OF THE EAST MOST SOUTH LINE OF SAID LOT 2, AS MEASURE ALONG SAID SOUTH MOST WEST LINE; THENCE NORTH 01 DEGREES 41 MINUTES 51 SECONDS WEST ALONG SAID SOUTH MOST WEST LINE A DISTANCE OF 20.00 FEET; THENCE NORTH 88 DEGREES 57 MINUTES 24 SECONDS EAST A DISTANCE OF 2574.49 FEET; THENCE SOUTH 80 DEGREES 52 MINUTES 58 SECONDS EAST A DISTANCE OF 14.29 FEET, TO SAID EAST LINE OF LOT 2; THENCE SOUTH 01 DEGREES 38 MINUTES 52 SECONDS EAST ALONG SAID EAST LINE A DISTANCE OF 20.36 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 1.198 ACRES, MORE OR LESS OR 52,202 SQUARE FEET, MORE OR LESS.



EXHIBIT B
Cost of Permanent Easement

DuPage Water Commission

**Basis for Computing
Total Approved Compensation
and Offer to Purchase**

Project: WaterLink Improvement Project
County: Will
Parcel No.: 0001PE & TE

Owner(s) of Real Property: Naperville Park District

Location of Property: 3380 Cedar Glade Drive, Naperville, Illinois

The following has been prepared in order to fully inform you of the details of the acquisition of one or more easements over a portion of your property for the proposed improvement of DuPage Water Commission WaterLink Project. The legal descriptions of the parcels to be acquired are enclosed herewith along with sample easement documents.

The amounts shown below are the full amounts of the approved values and are based on fair market value of the property. The fair market value of the easement or easements to be acquired is estimated without regard for any decrease or increase in the fair market value caused by the project for which the property is being acquired; however, the damage to the remaining property, if any, is estimated with full consideration of the effect of the proposed improvement.

1. Existing Property:

Total area 110.25 Acres, more or less

Highest and best use: Park

2. Compensation for Easements Including Any Damages:

Permanent Easements-	<u>1.198</u>	for <u>Water Pipeline</u>	<u>\$37,500.00</u>
	acres	(state purpose)	

Three Year			
Temporary Easements-	<u>3.556</u>	for <u>Construction</u>	<u>\$60,000.00</u>
	acres	(state purpose)	

Total compensation for easements (when applicable)	<u>\$97,500.00</u>
--	--------------------

3. Improvements and/or Fixtures to be Acquired:

PE: Wild growth, lawn (will be replaced), and asphalt paving (will be replaced); TE: Lawn and asphalt paving (both will be replaced)

4. Total Compensation for Entire Acquisition, which includes all interests in the land required for the proposed improvement and damages to the remainder property, if any.	<u>\$97,500.00</u>
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On behalf of the DuPage Water Commission, and as outlined in the above summary, I hereby offer you the sum of \$97,500.00 for the property described on the attached instrument free and clear of all claims of other parties, liens, taxes and encumbrances, subject to the approval of the Board of Commissioners of the DuPage Water Commission.

DuPage Water Commission

By:


Mark D. Mathewson, its Property Agent

September 10, 2025
Date

**TEMPORARY CONSTRUCTION
EASEMENT AGREEMENT**

THIS AGREEMENT is made as of this ____ day of _____, 2026 by and between the Naperville Park District, an Illinois Park District, (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.

Unless otherwise mutually agreed to by the Parties, Grantee shall complete its work, including the "Grantee's Restoration," in the Temporary Easement Area between November 1, 2026 and March 15, 2027. If Grantee will be unable to complete the entirety of work, including the "Grantee's Restoration" during that time, the work will not be permitted to begin sooner than November 1, 2027 and shall be completed no later than March 15, 2028. Grantor shall be notified of the timeline to be followed, 2026/2027 or 2027/2028, no later than September 1, 2026.

3. **Expiration.** This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire on the date set forth above.

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 cause its forces to 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 (collectively "Grantee's Restoration"), with the exception that Grantee's contractor shall not accomplish the final grading and other work set forth in Grantor's contractor's proposal and restoration estimate and exhibits, all of which are collectively attached hereto as Exhibit B and incorporated herein ("Final Restoration") which shall be completed by Grantor and its contractor and the cost thereof reimbursed to Grantor by Grantee. Grantee shall pay to reimburse Grantor within thirty (30) days following Grantee's receipt of the invoicing from Grantor's contractor to Grantor for the Final Restoration work. Regarding Grantee's Restoration, Grantor acknowledges that the performance of the contemplated Grantee's Restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner. Grantee acknowledges that any delays by Grantee in performing the Grantee's Restoration may increase the costs of the Final Restoration for which Grantee is responsible.

Grantor agrees that Grantor's irrigation system, sign(s) and/or mailbox(es) in or near the Temporary Easement Area may be temporarily removed by Grantee during original installation of Grantee's Facilities on the Temporary Easement Area. The repair and restoration of the irrigation

system, signs and or mailboxes in or near the Temporary Easement Area shall be accomplished by the Grantor's contractor as set forth in Exhibit B following the completion of Grantee's Restoration work as part of the Final Restoration. Grantee agrees, at its sole cost, to pay Grantor for the costs incurred by Grantor for the Final Restoration work.

Grantee agrees that any settlement greater than 0.1 feet in elevation that occurs within three years of completion of construction under this temporary easement may require additional restoration to be performed by Grantor. If required, Grantor shall provide Grantee written notice of the need for additional restoration and a joint inspection between both parties shall be performed. Grantee shall pay to reimburse Grantor within thirty (30) days following Grantee's receipt of the invoicing from Grantor's contractor to Grantor for any additional restoration work and program relocation costs.

6. **Reservation and Relocation.** 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. Grantee acknowledges, however, that Grantor will not be able to use the Temporary Easement Area nor its adjacent property for its recreational programming. Accordingly, Grantee shall also reimburse Grantor for program relocation impacts incurred by project construction, as set forth in Exhibit C ("Program Impacts"). Grantee shall pay to reimburse Grantor at the close of the Summer 2027 season. Grantee acknowledges that any delays by Grantee in construction and performing the Grantee's Restoration may increase the costs of the Program Impacts for which Grantee is responsible.

7. **Insurance.** Prior to entry upon the Temporary Easement Area, and at all times during use of the Temporary Easement Area, Grantee and each of 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, endorsed with waiver of subrogation, and with limits not less than Two Million Dollars (\$2,000,000) 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 omission and then only to the pro-rata extent of Grantor's responsibility.

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 and then only to the pro-rata extent of Grantor's responsibility. 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 party which would be revealed by a physical inspection of the Temporary Easement Area.

10. **Damages.** To the extent Grantee is unable to fulfill the requirements and obligations of the Grantee's Restoration set forth in Exhibit B, Grantee shall reimburse Grantor for any costs incurred by Grantor to restore the Temporary Easement Area to its intended recreational condition.

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 Will 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:

Brad Wilson
Executive Director
Naperville Park District
320 W. Jackson Avenue
Naperville, IL 60540
Email: bwilson@napervilleparks.org

with a copy to:

Derke J. Price
Ancel Glink
1979 N. Mill Street, Suite 207
Naperville, IL 60563
Email: dprice@ancelglink.com

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.

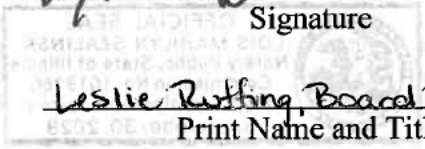
14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

[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:

NAPERVILLE PARK DISTRICT

By: 
Signature

Leslie Rutting, Board President
Print Name and Title

GRANTEE:

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

By: _____

Its: _____

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

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

Property Address:

County: _____

Parcel No: _____

PIN: _____

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 that LESLIE RUFFING, as Board President 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 25th day of JUNE, 2026.



Notary Public Lois Marilyn Szalinski



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

PIN: 07-01-10-101-016-0000 (part)

Address: 3380 Cedar Glade Drive, Naperville, Illinois, 60564

THAT PART OF LOT 2 IN FRONTIER PARK, A SUBDIVISION OF THE NORTH HALF OF SECTION 10, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED JUNE 15, 2004, AS DOCUMENT NUMBER R2004-107183, IN WILL COUNTY, ILLINOIS, BEARINGS AND DISTANCES BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD83 (2011 ADJUSTMENT), GRID, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH 01 DEGREES 38 MINUTES 52 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 2 A DISTANCE OF 111.06 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 01 DEGREES 38 MINUTES 52 SECONDS WEST ALONG SAID EAST LINE A DISTANCE OF 61.08 FEET; THENCE NORTH 80 DEGREES 52 MINUTES 58 SECONDS WEST A DISTANCE OF 16.31 FEET; THENCE SOUTH 88 DEGREES 57 MINUTES 24 SECONDS WEST A DISTANCE OF 220.58 FEET; THENCE SOUTH 01 DEGREES 02 MINUTES 36 SECONDS EAST A DISTANCE OF 10.66 FEET; THENCE SOUTH 88 DEGREES 57 MINUTES 24 SECONDS WEST A DISTANCE OF 20.00 FEET; THENCE NORTH 01 DEGREES 02 MINUTES 36 SECONDS WEST A DISTANCE OF 10.66 FEET; THENCE SOUTH 88 DEGREES 57 MINUTES 24 SECONDS WEST A DISTANCE OF 2290.00 FEET; THENCE SOUTH 01 DEGREES 02 MINUTES 36 SECONDS EAST A DISTANCE OF 10.66 FEET; THENCE SOUTH 88 DEGREES 57 MINUTES 24 SECONDS WEST A DISTANCE OF 20.00 FEET; THENCE NORTH 01 DEGREES 02 MINUTES 36 SECONDS WEST A DISTANCE OF 10.66 FEET; THENCE SOUTH 88 DEGREES 57 MINUTES 24 SECONDS WEST A DISTANCE OF 21.91 FEET, TO A POINT ON THE SOUTH MOST WEST LINE OF SAID LOT 2, WHICH POINT IS 175.24 FEET NORTH OF THE EAST MOST SOUTH LINE OF SAID LOT 2, AS MEASURE ALONG SAID SOUTH MOST WEST LINE; THENCE SOUTH 01 DEGREES 41 MINUTES 51 SECONDS EAST ALONG SAID SOUTH MOST WEST LINE A DISTANCE OF 60.00 FEET; THENCE NORTH 88 DEGREES 57 MINUTES 24 SECONDS EAST A DISTANCE OF 2566.47 FEET; THENCE SOUTH 80 DEGREES 52 MINUTES 58 SECONDS EAST A DISTANCE OF 22.39 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 3.556 ACRES, MORE OR LESS OR 154,903 SQUARE FEET, MORE OR LESS.



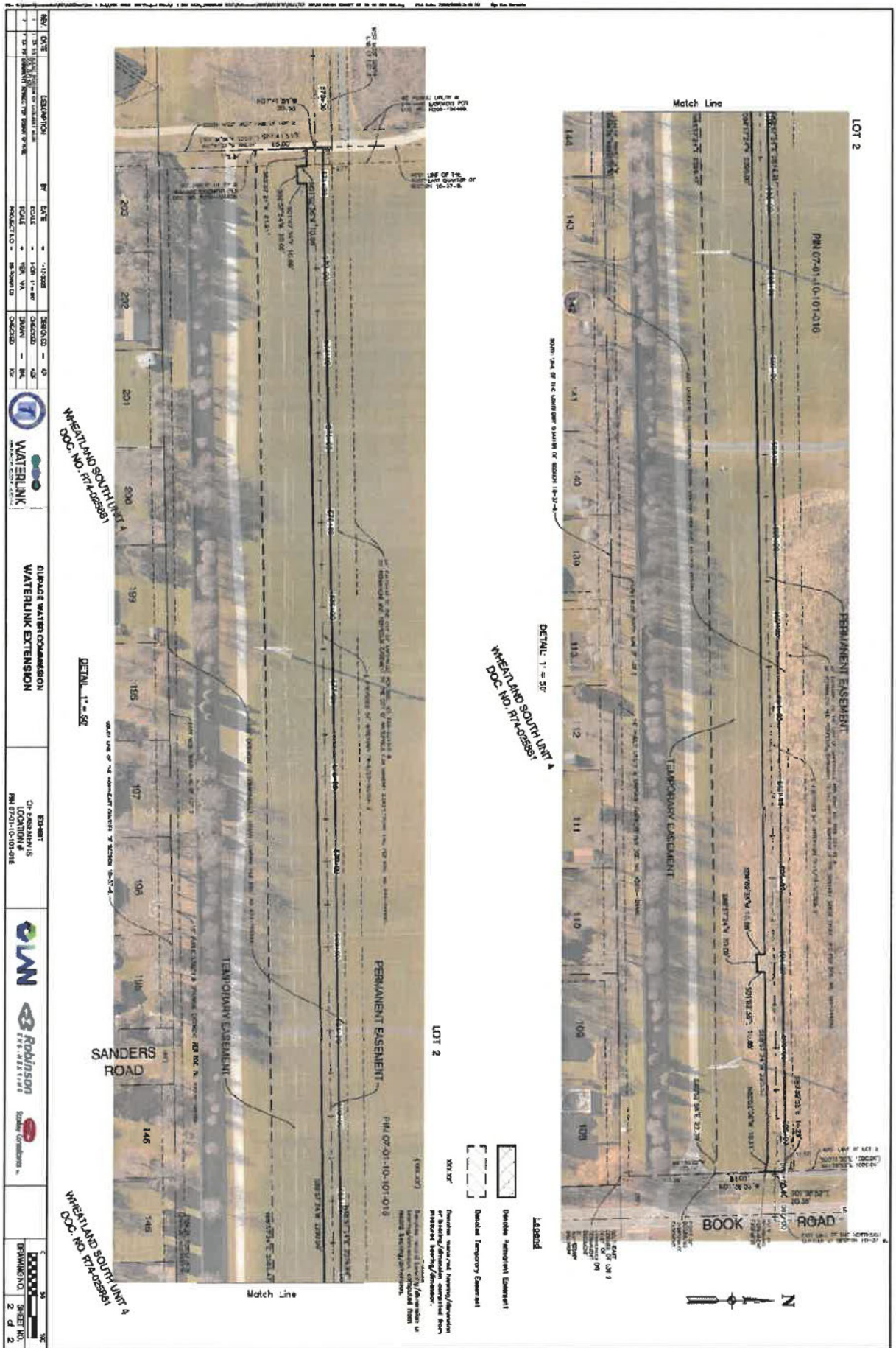


EXHIBIT B

Final Site Restoration & Work Items with Cost Estimates



To:	Naperville Park District	Contact:	Peggy Motta, PLA CPRP
Address:	320. W. Jackson Avenue Naperville, IL 60540	Phone:	630-848-5013
		Email:	pmotta@napervilleparks.org
Project Name:	DWC Waterlink Extension Restoration	Ref #:	B25-203
Location:	Naperville, Illinois	Date:	1/9/2026
		Addenda:	N/A

V3 Construction Group, Ltd. proposes to execute the following work:

DWS WATERLINK EXTENSION RESTORATION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1.00 FRONTIER SPORTS COMPLEX RESTORATION	1.000	LSUM	\$ 789,238.50	\$ 789,238.50
2.00 TALLGRASS DRIVE RESTORATION	1.000	LSUM	\$ 268,761.50	\$ 268,761.50
PROJECT TOTAL:				\$ 1,058,000.00

Project Description:

This estimate includes two distinct work areas. Section One is located at the Frontier Sports Complex in Naperville, Illinois, and extends approximately 5,200 linear feet from Book Road to Route 59. Section Two is located along Tallgrass Drive and extends approximately 2,200 linear feet between Tallgrass Drive and 248th Avenue in Naperville, Illinois.

The survey scope for both sections includes preparation of a pre-construction topographic survey to document existing conditions prior to watermain installation. A post-construction topographic survey will then be performed following completion of the watermain work to verify that the DWC contractor has restored the site to the original lines and grades, with no excess soil material remaining. Finally, V3 will perform a final as-built survey to document the restored surface conditions and the location of the new irrigation system.

The restoration scope for each section is generally the same and includes removal of six (6) inches of surface soil along the proposed watermain centerline, extending 10 feet on each side. This will ensure the removal of mixed soils and deleterious materials. V3 will then furnish and place topsoil to a compacted depth of six (6) inches within this area. Soil conditioning and final bed preparation will be performed throughout the entire construction corridor prior to seed or sod installation.

This proposal also includes replacement of the irrigation system at the Frontier Sports Complex site, as well as various path replacements as directed by the Owner. Finally, we have included a three (3) month establishment period for all traditionally seeded and sodded areas and a one (1) year establishment period for the native areas.

Project Notes:

- 1.0 This estimate assumes that restoration work will be performed in the fall of 2027.
- 2.0 Please see attached Accord insurance certificate for our standard insurance policy. Any policy limits in excess of the ones presented will require additional fees.
- 3.0 This is a lump sum estimate for the scope of work presented. Any work outside the presented scope will be provided via change order.
- 4.0 This estimate assumes that the soil excavated is suitable for disposal at a local CCDD facility. This estimate does not include pricing for the disposal of material at a landfill or hazardous waste disposal site.
- 5.0 The only SWPPP provided in this estimate is erosion control blanket in the seeded areas.
- 6.0 This estimate presumes that the areas restored in sod will have an operational permanent irrigation system. Temporary irrigation is not provided for in this estimate.
- 7.0 Establishment in seeded areas does not include any watering.

Go
beyond
limits

7325 Janes Ave, Woodridge, IL 60517 • 630.724.9200



To:	Naperville Park District	Contact: Peggy Motta, PLA CPRP
Address:	320. W. Jackson Avenue Naperville, IL 60540	Phone: 630-848-5013 Email: pmotta@napervilleparks.org
Project Name:	DWC Waterlink Extension Restoration	Ref #: B25-203
Location:	Naperville, Illinois	Date: 1/9/2026 Addenda: N/A

DETAILED PRICING BREAKDOWN

1.00 FRONTIER SPORTS COMPLEX RESTORATION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1.10 SITE PREPARATION				
1.11 Pre-Construction Topographic Mapping	1.000	LSUM	\$ 5,400.00	\$ 5,400.00
1.12 CCDD Testing & Documentation	1.000	LSUM	\$ 7,900.00	\$ 7,900.00
1.13 Post-Watermain Installation Topo Check	1.000	LSUM	\$ 4,800.00	\$ 4,800.00
1.14 Final As-Built Survey	1.000	LSUM	\$ 9,400.00	\$ 9,400.00
1.15 Bonds & Insurance	1.000	LSUM	\$ 19,700.00	\$ 19,700.00
1.16 Field Supervision of Subcontractors	1.000	LSUM	\$ 17,799.25	\$ 17,799.25
1.20 SITE GRADING				
1.21 Mobilization	1.000	LSUM	\$ 6,596.00	\$ 6,596.00
1.22 Excavate for Topsoil Installation	1,925.000	CY	\$ 53.00	\$ 102,025.00
1.23 Topsoil Furnish & Place, 6"	1,925.000	CY	\$ 63.00	\$ 121,275.00
1.24 Re-Grade Construction Corridor	46,225.000	SY	\$ 1.30	\$ 60,092.50
1.30 SITE RESTORATION				
1.31 Pre-Seeding Herbicide Application	9.550	ACRE	\$ 910.00	\$ 8,690.50
1.32 Seed Bed Preparation	9.550	ACRE	\$ 3,500.00	\$ 33,425.00
1.33 Install Big Roll Sod	15,300.000	SY	\$ 6.25	\$ 95,625.00
1.34 Class 1A Seeding	2,370	ACRE	\$ 1,800.00	\$ 4,266.00
1.35 Native Prairie Seeding	3.860	ACRE	\$ 7,100.00	\$ 27,406.00
1.36 Erosion Control Blanket Installation, S75BN	30,155.000	SY	\$ 2.75	\$ 82,926.25
1.37 Class 1A Establishment, 3MTH	1.000	LSUM	\$ 8,000.00	\$ 8,000.00
1.38 Native Areas Establishment, 1 Year	1.000	LSUM	\$ 11,600.00	\$ 11,600.00
1.40 IRRIGATION / HARD SCAP				
1.41 Path Install, 10" Agg. Base, 3" Bit. Surface	2,560.000	SF	\$ 11.45	\$ 29,312.00
1.42 Replace Irrigation Impacted by Construction	1.000	LSUM	\$ 133,000.00	\$ 133,000.00
SUBTOTAL:				\$ 789,238.50

2.00 TALLGRASS DRIVE RESTORATION	QUANTITY	UNIT	UNIT PRICE	TOTAL
2.10 SITE PREPARATION				
2.11 Pre-Construction Topographic Mapping	1.000	LSUM	\$ 3,000.00	\$ 3,000.00
2.12 CCDD Testing & Documentation	1.000	LSUM	\$ 3,600.00	\$ 3,600.00
2.13 Post-Watermain Installation Topo Check	1.000	LSUM	\$ 3,000.00	\$ 3,000.00
2.14 Final As-Built Survey	1.000	LSUM	\$ 4,800.00	\$ 4,800.00
2.15 Bonds & Insurance	1.000	LSUM	\$ 24,200.00	\$ 24,200.00
2.16 Field Supervision of Subcontractors	1.000	LSUM	\$ 5,700.00	\$ 5,700.00



To:	Naperville Park District	Contact:	Peggy Motta, PLA CPRP
Address:	320. W. Jackson Avenue Naperville, IL 60540	Phone:	630-848-5013
		Email:	pmotta@napervilleparks.org
Project Name:	DWC Waterlink Extension Restoration	Ref #:	B25-203
Location:	Naperville, Illinois	Date:	1/9/2026
		Addenda:	N/A

2.00	TALLGRASS DRIVE RESTORATION (CONTINUED)	QUANTITY	UNIT	UNIT PRICE	TOTAL
2.20	SITE GRADING				
2.21	Mobilization	1.000	LSUM	\$ 6,300.00	\$ 6,300.00
2.22	Excavate for Topsoil Installation	800.000	CY	\$ 52.00	\$ 41,600.00
2.23	Topsoil Furnish & Place, 6"	800.000	CY	\$ 82.00	\$ 65,600.00
2.24	Re-Grade Construction Corridor	18,950.000	SY	\$ 1.40	\$ 26,530.00
2.30	SITE RESTORATION				
2.31	Pre-Seeding Herbicide Application	3.900	ACRE	\$ 910.00	\$ 3,549.00
2.32	Seed Bed Preparation	3.900	ACRE	\$ 3,500.00	\$ 13,650.00
2.33	Class 1A Seeding	3.900	ACRE	\$ 1,800.00	\$ 7,020.00
2.34	Erosion Control Blanket Installation, S75BN	18,950.000	SY	\$ 2.75	\$ 52,112.50
2.35	Class 1A Establishment, 3MTH	1.000	LSUM	\$ 5,700.00	\$ 5,700.00
2.40	HARD SCAPE				
2.41	Path Install, 10" Agg. Base, 3" Bit. Surface	160.000	SF	\$ 15.00	\$ 2,400.00
SUBTOTAL:					\$ 268,761.50



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER DSP Insurance Services, Inc. 1900 E. Golf Road Suite 225 Schaumburg IL 60173	CONTACT NAME: Maria Vera PHONE (A/C, No, Ext): (847) 934-6100 E-MAIL ADDRESS: mvera@dspins.com FAX (A/C, No): (847) 934-6186
INSURED V3 Construction Group, Ltd., V3 Construction Trades, Ltd. 7325 Janes Avenue Suite 100 Woodridge IL 60517	INSURER(S) AFFORDING COVERAGE INSURER A: Arch Insurance Company INSURER B: Continental Casualty Company INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC# 11150 20508

COVERAGES MV CERTIFICATE NUMBER: Cert ID 42792 (1) REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab ☒ XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☒ OTHER: Also Per Location		41FKG1990102	01/01/2025	01/01/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000 BI/PD Ded. \$5,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		41FKG1990102	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTIONS \$ 10,000		41UFP1990102	01/01/2025	01/01/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 Prod Compl Ops Agg \$ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Temp Leased/Rented Equip		7037021231	01/01/2025	01/01/2026	Limit per Item Deductible \$5,000 \$ 500,000
A	Empl Liab OH Stop Gap		41WCI1990102	01/01/2025	01/01/2026	Each Accident \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

EXAMPLE

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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EXHIBIT C
Program Impacts
Field Relocation Cost Estimates for Spring/Summer 2027

Frontier Sports Complex – East Side Watermain Installation Impacts

Fields needing relocation in spring/summer 2027:

- 4 Micro Fields
- 2 Large Fields
- 1 Medium Field
- 2 Small Fields

Plan of Action

- Move 4 Micro Fields, one to each Field A-D at Frontier Sports Complex
- Place 1 Small Field at Field E
- Relocate 1 Large Field and 1 Small Field to Fairlane Farms Park fields (Note: this will result in needing temporary construction fencing along the edge for the fields and backstop netting at the ends of both fields, 4 – 20' wide x 60' tall nets estimated at \$60,000.)
- Place 1 Medium Field at South Pointe Park (Note: will need a port-o-let 16 weeks total x weekly cost (\$30) = \$480.)
- There are no other available sites nearby to relocate the other 1 Large Field. Cost 16 total weeks x 14 games per week (1.5 hours per game) at \$60 per hour (estimated 2027 rental rate) = \$20,160 in losses.

Total estimated loss: \$90,000

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

The Naperville Park District, an Illinois Park District(hereinafter 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, and other facilities and equipment related thereto (hereinafter "Grantee's Facilities"), in, upon, under, along and across the following described property (hereinafter "Easement Premises"):

SEE EXHIBIT "A" ATTACHED HERETO

together with reasonable right of access thereto for said purposes. This Permanent Easement is exclusive to Grantee. This Permanent Easement does not include the right for Grantee to install any structures or systems that, when completed and in use, are above the surface grade of the Easement Premises. Grantor, an Illinois Park District formed and operating under the Illinois Park Code, hereby reserves the right to use the Easement Premises at and above the surface grade for recreational purposes in such a manner that does not prevent or interfere with the exercise by Grantee of the rights granted under this Permanent Easement. The parties acknowledge that the Grantor shall be able to install turf (both natural and/or artificial) and irrigation systems and/or drainage systems in service of the turf. Grantor shall not otherwise use or place, or cause or permit to be used or placed, within the Easement Premises any structure, equipment or item whose weight or load will cause damage to Grantee's Facilities or which will in any manner interfere with, disturb, damage, destroy, injure, obstruct or permit to be obstructed Grantee's Facilities or the Easement Premises, shall not interfere with Grantee's access to the Easement Premises or Grantee's Facilities, and shall not connect or permit the connection of Grantee's Facilities to any of Grantor's facilities at any time whatsoever without the prior written consent of Grantee.

Following approval of this instrument by both parties, Grantee shall pay to Grantor the amount set forth in Exhibit B attached hereto and incorporated herein.

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. Grantee's obligations for restoration following the original installation are set forth in the Temporary Construction Easement Agreement of even date herewith. Regarding all 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.

Grantee shall comply with all applicable federal, state and local laws, regulations, orders and rules related to the exercise of Grantee's rights hereunder and each pipeline shall be installed at a depth conforming with industry standards and the requirements of applicable laws.

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, costs, losses, fees and reasonable expenses of whatever character arising out of, resulting from, or related to 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 and then only to pro-rata extent of Grantor's responsibility.

Grantee's agents performing work on the Easement Premises, at their sole cost and expense, shall maintain and keep in effect comprehensive commercial general liability insurance in the minimum amount of \$2,000,000, covering, without limitation, any liability for personal injury, bodily injury (including, without limitation, death) and property damage arising out of Grantee's agents' acts, omissions and use of the Easement Premises. All general liability policies of insurance required herein shall name Grantor as an additional insured.

Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Easement Premises 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 Easement Premises 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.

GRANTOR:

NAPERVILLE PARK DISTRICT

By: _____

Signature

Leslie Rutting, Board President

Print Name and Title

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)

COUNTY OF DuPage) SS
)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Leslie Ruffing, as Board President 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 25th day of June, 2026.



Notary Public

Lois Marilyn Szalinski



EXHIBIT A
Legal Description/Depiction of Permanent Easement Area

PIN: 07-01-09-106-007-0000

Address: 3387 Tall Grass Drive, Naperville, Illinois, 60564 (part)

THAT PART OF OUTLOT D IN TALLGRASS OF NAPERVILLE UNIT 1, BEING A PART OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 9, 1998, AS DOCUMENT NUMBER R98-148435, IN WILL COUNTY, ILLINOIS, BEARINGS AND DISTANCES BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD83 (2011 ADJUSTMENT), GRID, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID OUTLOT D; THENCE NORTH 01 DEGREES 40 MINUTES 59 SECONDS WEST ALONG THE EAST LINE OF SAID OUTLOT D A DISTANCE OF 175.47 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 35 MINUTES 09 SECONDS WEST A DISTANCE OF 125.00 FEET, TO A POINT ON THE WEST LINE OF SAID OUTLOT D, WHICH POINT IS 175.47 FEET NORTH OF THE SOUTH LINE OF SAID OUTLOT D; THENCE NORTH 01 DEGREES 40 MINUTES 59 SECONDS WEST ALONG SAID WEST LINE A DISTANCE OF 20.00 FEET; THENCE NORTH 88 DEGREES 35 MINUTES 09 SECONDS EAST A DISTANCE OF 125.00 FEET, TO SAID EAST LINE OF OUTLOT D; THENCE SOUTH 01 DEGREES 40 MINUTES 59 SECONDS EAST ALONG SAID EAST LINE A DISTANCE OF 20.00 FEET, TO THE POINT OF BEGINNING, (EXCEPT THAT PART THEREOF LYING WITHIN THE LIMITS OF THE FOUNDATION OF ANY PERMANENT BUILDING EXISTING AS OF THE DATE OF THIS EXHIBIT).

SAID PARCEL CONTAINING 0.057 ACRES, MORE OR LESS OR 2,500 SQUARE FEET, MORE OR LESS.

PIN: 07-01-09-106-036-0000

Address: 3387 Tall Grass Drive, Naperville, Illinois, 60564 (part)

THAT PART OF LOT 135A, IN PENNCROSS KNOLL, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 19, 2001 AS DOCUMENT NUMBER R2001-006972, IN WILL COUNTY, ILLINOIS, BEARINGS AND DISTANCES BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD83 (2011 ADJUSTMENT), GRID, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 135C IN SAID PENNCROSS KNOLL; THENCE SOUTH 68 DEGREES 24 MINUTES 38 SECONDS EAST ALONG THE WESTERLY LINE OF SAID LOT 135C ALSO BEING AN EASTERLY LINE OF SAID LOT 135A A DISTANCE OF 7.08 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 68 DEGREES 24 MINUTES 38 SECONDS EAST ALONG SAID EASTERLY LINE OF LOT 135A A DISTANCE OF 26.79 FEET, TO A BEND IN SAID EASTERLY LINE; THENCE SOUTH 33 DEGREES 24 MINUTES 38 SECONDS EAST ALONG SAID EASTERLY LINE A DISTANCE OF 11.34 FEET; THENCE SOUTH 88 DEGREES 45 MINUTES 07 SECONDS WEST A DISTANCE OF 64.35 FEET, TO A POINT ON THE WESTERLY LINE OF SAID LOT 135A, WHICH POINT IS 58.01 FEET FROM THE WEST MOST NORTHWEST CORNER OF SAID LOT 135A AS MEASURED ALONG SAID WESTERLY LINE; THENCE NORTH 68 DEGREES 24 MINUTES 38 SECONDS WEST ALONG SAID WESTERLY LINE A DISTANCE OF 51.53 FEET; THENCE NORTH 88 DEGREES 45 MINUTES 07 SECONDS EAST A DISTANCE OF 81.12 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 0.035 ACRES, MORE OR LESS OR 1,542 SQUARE FEET, MORE OR LESS.



[illegible]



EXHIBIT B
Cost of Permanent Easement

DuPage Water Commission

**Basis for Computing
Total Approved Compensation
and Offer to Purchase**

Project: WaterLink Improvement Project
County: Will
Parcel No.: 0005PE-1 & 2 & TE-1 & 2

Owner(s) of Real Property: Naperville Park District, DuPage and Will Counties, Illinois,
a municipal corporation

Location of Property: West of Tall Grass Drive, south of Penncross Knoll Subdivision and
north of Tallgrass of Naperville Unit 2 Subdivision, Naperville,
Illinois

The following has been prepared in order to fully inform you of the details of the acquisition of one or more easements over a portion of your property for the proposed improvement of DuPage Water Commission WaterLink Project. The legal descriptions of the parcels to be acquired are enclosed herewith along with sample easement documents.

The amounts shown below are the full amounts of the approved values and are based on fair market value of the property. The fair market value of the easement or easements to be acquired is estimated without regard for any decrease or increase in the fair market value caused by the project for which the property is being acquired; however, the damage to the remaining property, if any, is estimated with full consideration of the effect of the proposed improvement.

1. Existing Property:

Total area 3.578 Acres, more or less

Highest and best use: Park

2. Compensation for Easements Including Any Damages:

Permanent Easements-	<u>1 - 0.057</u>	for	<u>Water Pipeline</u>	
	<u>acres</u>		<u>(state purpose)</u>	
	<u>2 - 0.035</u>	for	<u>Water Pipeline</u>	<u>\$2,560.00</u>
	<u>acres</u>		<u>(state purpose)</u>	
Three Year				
Temporary Easements-	<u>1 - 0.172</u>	for	<u>Construction</u>	
	<u>acres</u>		<u>(state purpose)</u>	
	<u>2 - 0.054</u>	for	<u>Construction</u>	<u>\$3,000.00</u>
	<u>acres</u>		<u>(state purpose)</u>	
Total compensation for easements (when applicable)				<u>\$5,560.00</u>

3. Improvements and/or Fixtures to be Acquired:

PE-1: Lawn (will be replaced); PE-2: Lawn (will be replaced) and asphalt paving (will be restored);
TE-1: Lawn (will be replaced); TE-2: Lawn (will be replaced) and asphalt paving (not to be acquired)

4. Total Compensation for Entire Acquisition, which includes all interests in the land required for the proposed improvement and damages to the remainder property, if any. \$5,560.00

On behalf of the DuPage Water Commission, and as outlined in the above summary, I hereby offer you the sum of \$5,560.00 for the property described on the attached instruments free and clear of all claims of other parties, liens, taxes and encumbrances, subject to the approval of the Board of Commissioners of the DuPage Water Commission.

DuPage Water Commission

By:


Mark D. Mathewson, its Property Agent

September 10, 2025
Date

TEMPORARY CONSTRUCTION
EASEMENT AGREEMENT

THIS AGREEMENT is made as of this ____ day of _____, 2026 by and between the Naperville Park District, an Illinois Park District, (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.

Unless otherwise mutually agreed to by the Parties, Grantee shall complete its work, including the "Grantee's Restoration," in the Temporary Easement Area between July 1, 2026 and December 31, 2026.

3. **Expiration.** This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire on the date set forth above.

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 cause its forces to 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 (collectively "Grantee's Restoration"), with the exception that Grantee's contractor shall not accomplish the final grading and other work set forth in Grantor's contractor's proposal and restoration estimate and exhibits, all of which are collectively attached hereto as Exhibit B and incorporated herein ("Final Restoration") which shall be completed by Grantor and its contractor and the cost thereof reimbursed to Grantor by Grantee. Grantee shall pay to reimburse Grantor within thirty (30) days following Grantee's receipt of the invoicing from Grantor's contractor to Grantor for the Final Restoration work. Regarding Grantee's Restoration, Grantor acknowledges that the performance of the contemplated Grantee's Restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner. Grantee acknowledges that any delays by Grantee in performing the Grantee's Restoration may increase the costs of the Final Restoration for which Grantee is responsible.

Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Temporary Easement Area may be temporarily removed by Grantee during original installation of Grantee's Facilities on the Temporary Easement Area. The repair and restoration of the signs and or mailboxes in or near the Temporary Easement Area shall be accomplished by the Grantor's contractor as set forth in Exhibit B following the completion of Grantee's Restoration work as part

of the Final Restoration. Grantee agrees, at its sole cost, to pay Grantor for the costs incurred by Grantor for the Final Restoration work.

Grantee agrees that any settlement greater than 0.1 feet in elevation that occurs within three years of completion of construction under this temporary easement may require additional restoration to be performed by Grantor. If required, Grantor shall provide Grantee written notice of the need for additional restoration and a joint inspection between both parties shall be performed. Grantee shall pay to reimburse Grantor within thirty (30) days following Grantee's receipt of the invoicing from Grantor's contractor to Grantor for any additional restoration work and program relocation costs.

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 Two Million Dollars (\$2,000,000) 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 and then only to the pro-rata extent of Grantor's responsibility.

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 and then only to the pro-rata extent of Grantor's responsibility. 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 party which would be revealed by a physical inspection of the Temporary Easement Area.

10. **Damages.** To the extent Grantee is unable to fulfill the requirements and obligations of the Grantee's Restoration set forth in Exhibit B, Grantee shall reimburse Grantor for any costs incurred by Grantor to restore the Temporary Easement Area to its intended recreational condition.

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 Will 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:

Brad Wilson
Executive Director
Naperville Park District
320 W. Jackson Avenue
Naperville, IL 60540
Email: bwilson@napervilleparks.org

with a copy to:

Derke J. Price
Ancel Glink
1979 N. Mill Street, Suite 207
Naperville, IL 60563
Email: dprice@ancelglink.com

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:

NAPERVILLE PARK DISTRICT

By:  _____
Signature

Leslie Buffing, Board President
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 DuPage)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that LESLIE RUFFING, as BOARD PRESIDENT 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 25th day of June, 2026.

Notary Public

Lois Marilyn Szalinski.



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

PIN: 07-01-09-106-007-0000 (part)

Address: 3387 Tall Grass Drive, Naperville, Illinois, 60564

THAT PART OF OUTLOT D IN TALLGRASS OF NAPERVILLE UNIT 1, BEING A PART OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 9, 1998, AS DOCUMENT NUMBER R98-148435, IN WILL COUNTY, ILLINOIS, BEARINGS AND DISTANCES BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD83 (2011 ADJUSTMENT), GRID, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID OUTLOT D; THENCE NORTH 01 DEGREES 40 MINUTES 59 SECONDS WEST ALONG THE EAST LINE OF SAID OUTLOT D A DISTANCE OF 115.47 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 01 DEGREES 40 MINUTES 59 SECONDS WEST ALONG SAID EAST LINE A DISTANCE OF 60.00 FEET; THENCE SOUTH 88 DEGREES 35 MINUTES 09 SECONDS WEST A DISTANCE OF 125.00 FEET, TO A POINT ON THE WEST LINE OF SAID OUTLOT D, WHICH POINT IS 175.47 FEET NORTH OF THE SOUTH LINE OF SAID OUTLOT D; THENCE SOUTH 01 DEGREES 40 MINUTES 59 SECONDS EAST ALONG SAID WEST LINE A DISTANCE OF 60.00 FEET; THENCE; NORTH 88 DEGREES 35 MINUTES 09 SECONDS EAST A DISTANCE OF 125.00 FEET, TO THE POINT OF BEGINNING, (EXCEPT THAT PART THEREOF LYING WITHIN THE LIMITS OF THE FOUNDATION OF ANY PERMANENT BUILDING EXISTING AS OF THE DATE OF THIS EXHIBIT).

SAID PARCEL CONTAINING 0.172 ACRES, MORE OR LESS OR 7,500 SQUARE FEET, MORE OR LESS.

PIN: 07-01-09-106-036-0000 (part)

Address: 3387 Tall Grass Drive, Naperville, Illinois, 60564

THAT PART OF LOT 135A, IN PENNCROSS KNOLL, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 19, 2001 AS DOCUMENT NUMBER R2001-006972, IN WILL COUNTY, ILLINOIS, BEARINGS AND DISTANCES BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD83 (2011 ADJUSTMENT), GRID, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 135C IN SAID PENNCROSS KNOLL; THENCE SOUTH 68 DEGREES 24 MINUTES 38 SECONDS EAST ALONG THE WESTERLY LINE OF SAID LOT 135C ALSO BEING AN EASTERLY LINE OF SAID LOT 135A A DISTANCE OF 33.87 FEET, TO A BEND IN SAID EASTERLY LINE; THENCE SOUTH 33 DEGREES 24 MINUTES 38 SECONDS EAST ALONG SAID EASTERLY LINE A DISTANCE OF 11.34 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 45 MINUTES 07 SECONDS WEST A DISTANCE OF 64.35 FEET, TO A POINT ON THE WESTERLY LINE OF SAID LOT 135A, WHICH POINT IS 58.01 FEET FROM THE WEST MOST NORTHWEST CORNER OF SAID LOT 135A AS MEASURED ALONG SAID WESTERLY LINE; THENCE SOUTH 68 DEGREES 24 MINUTES 38 SECONDS EAST ALONG SAID WESTERLY LINE A DISTANCE OF 42.68 FEET, TO A BEND IN SAID WESTERLY LINE; THENCE SOUTH 33 DEGREES 24 MINUTES 38 SECONDS EAST ALONG SAID WESTERLY LINE A DISTANCE OF 51.31 FEET; THENCE NORTH 88 DEGREES 45 MINUTES 07 SECONDS EAST A DISTANCE OF 35.44 FEET, TO SAID EASTERLY LINE OF LOT 135A; THENCE NORTH 33 DEGREES 24 MINUTES 38 SECONDS WEST ALONG SAID EASTERLY LINE A DISTANCE OF 70.88 FEET, TO THE POINT OF BEGINNING, (EXCEPT THAT PART THEREOF LYING WITHIN THE LIMITS OF THE FOUNDATION OF ANY PERMANENT BUILDING EXISTING AS OF THE DATE OF THIS EXHIBIT).

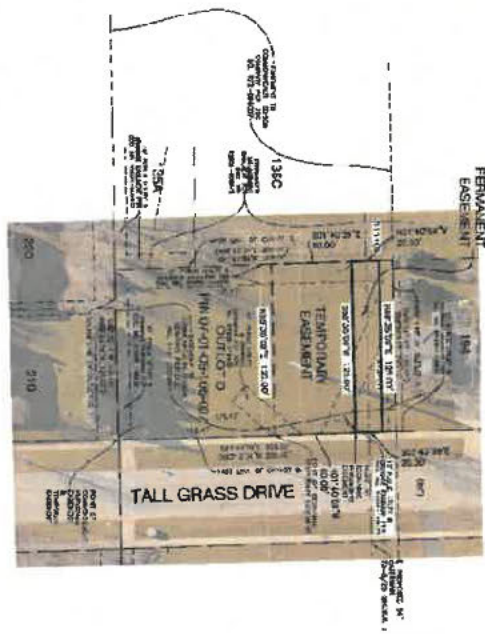
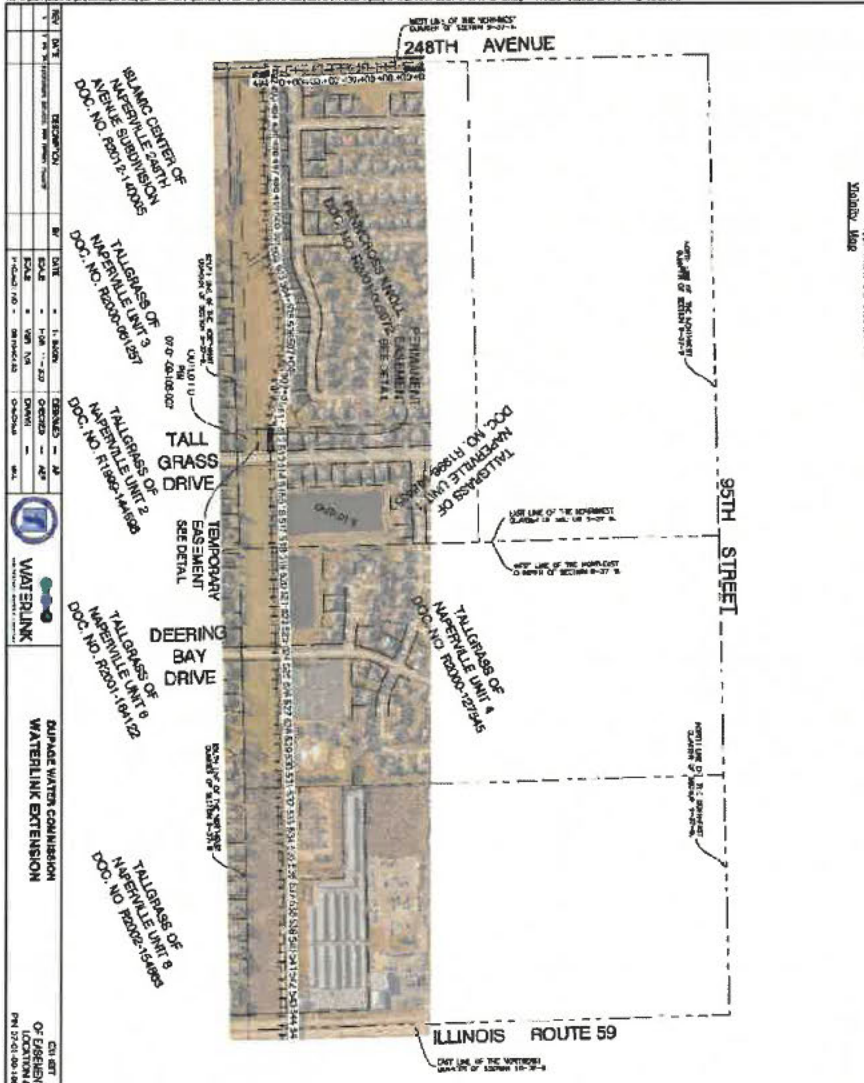
SAID PARCEL CONTAINING 0.054 ACRES, MORE OR LESS OR 2,366 SQUARE FEET, MORE OR LESS.

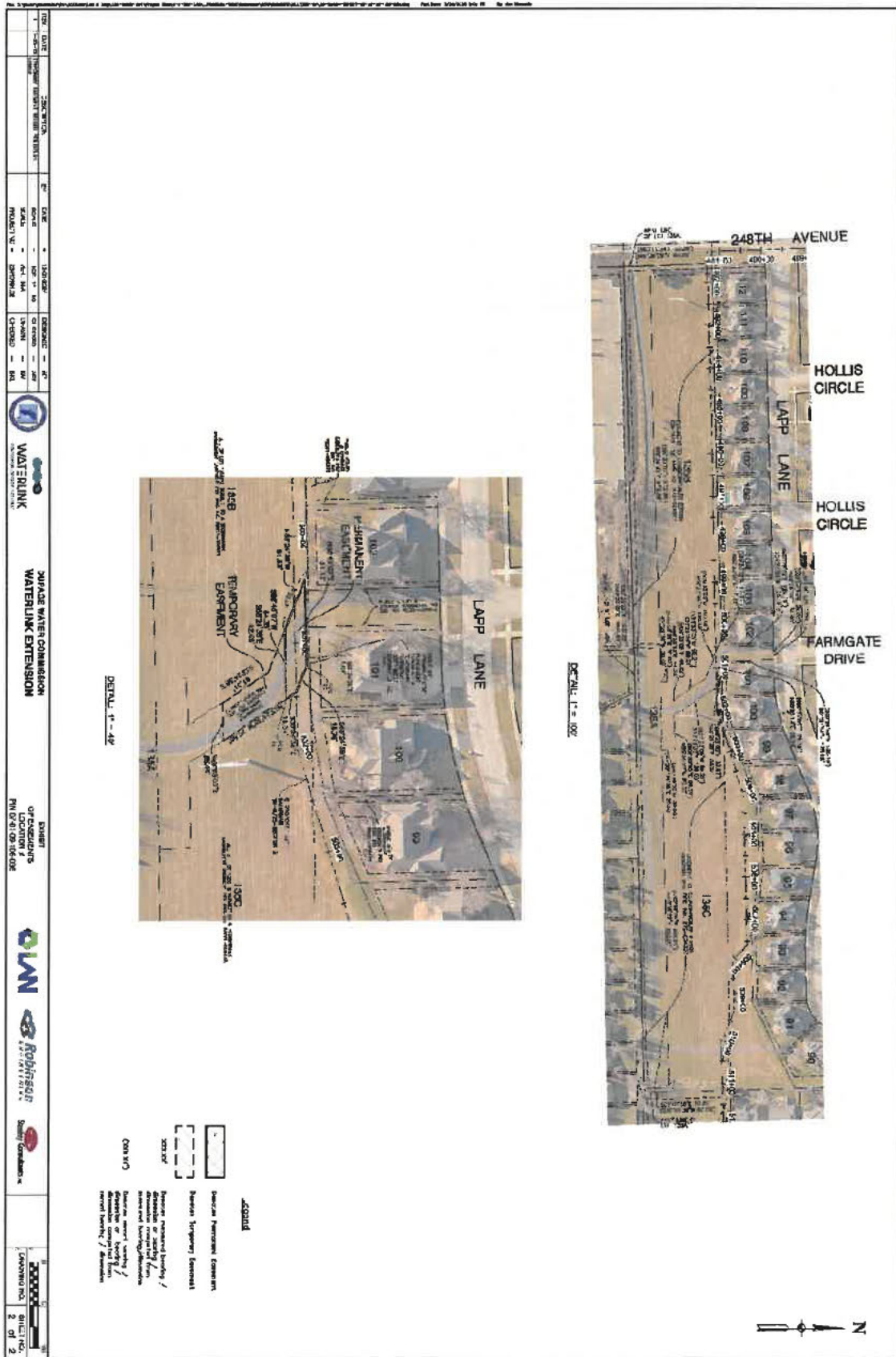




EXHIBIT

General Comments:
This map is a representation of the proposed project and is not intended to be used for any other purpose. The project is subject to the approval of the relevant authorities and the project is not guaranteed to be completed. The project is subject to the approval of the relevant authorities and the project is not guaranteed to be completed. The project is subject to the approval of the relevant authorities and the project is not guaranteed to be completed.







To:	Naperville Park District	Contact:	Peggy Motta, PLA CPRP
Address:	320. W. Jackson Avenue Naperville, IL 60540	Phone:	630-848-5013
		Email:	pmotta@napervilleparks.org
Project Name:	DWC Waterlink Extension Restoration	Ref #:	B25-203
Location:	Naperville, Illinois	Date:	1/9/2026
		Addenda:	N/A

V3 Construction Group, Ltd. proposes to execute the following work:

DWS WATERLINK EXTENSION RESTORATION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1.00 FRONTIER SPORTS COMPLEX RESTORATION	1.000	LSUM	\$ 789,238.50	\$ 789,238.50
2.00 TALLGRASS DRIVE RESTORATION	1.000	LSUM	\$ 268,761.50	\$ 268,761.50
PROJECT TOTAL:				\$ 1,058,000.00

Project Description:

This estimate includes two distinct work areas. Section One is located at the Frontier Sports Complex in Naperville, Illinois, and extends approximately 5,200 linear feet from Book Road to Route 59. Section Two is located along Tallgrass Drive and extends approximately 2,200 linear feet between Tallgrass Drive and 248th Avenue in Naperville, Illinois.

The survey scope for both sections includes preparation of a pre-construction topographic survey to document existing conditions prior to watermain installation. A post-construction topographic survey will then be performed following completion of the watermain work to verify that the DWC contractor has restored the site to the original lines and grades, with no excess soil material remaining. Finally, V3 will perform a final as-built survey to document the restored surface conditions and the location of the new irrigation system.

The restoration scope for each section is generally the same and includes removal of six (6) inches of surface soil along the proposed watermain centerline, extending 10 feet on each side. This will ensure the removal of mixed soils and deleterious materials. V3 will then furnish and place topsoil to a compacted depth of six (6) inches within this area. Soil conditioning and final bed preparation will be performed throughout the entire construction corridor prior to seed or sod installation.

This proposal also includes replacement of the irrigation system at the Frontier Sports Complex site, as well as various path replacements as directed by the Owner. Finally, we have included a three (3) month establishment period for all traditionally seeded and sodded areas and a one (1) year establishment period for the native areas.

Project Notes:

- 1.0 This estimate assumes that restoration work will be performed in the fall of 2027.
- 2.0 Please see attached Accord insurance certificate for our standard insurance policy. Any policy limits in excess of the ones presented will require additional fees.
- 3.0 This is a lump sum estimate for the scope of work presented. Any work outside the presented scope will be provided via change order.
- 4.0 This estimate assumes that the soil excavated is suitable for disposal at a local CCDD facility. This estimate does not include pricing for the disposal of material at a landfill or hazardous waste disposal site.
- 5.0 The only SWPPP provided in this estimate is erosion control blanket in the seeded areas.
- 6.0 This estimate presumes that the areas restored in sod will have an operational permanent irrigation system. Temporary irrigation is not provided for in this estimate.
- 7.0 Establishment in seeded areas does not include any watering.



To:	Naperville Park District	Contact:	Peggy Motta, PLA CPRP
Address:	320. W. Jackson Avenue Naperville, IL 60540	Phone:	630-848-5013
		Email:	pmotta@napervilleparks.org
Project Name:	DWC Waterlink Extension Restoration	Ref #:	B25-203
Location:	Naperville, Illinois	Date:	1/9/2026
		Addenda:	N/A

DETAILED PRICING BREAKDOWN

1.00	FRONTIER SPORTS COMPLEX RESTORATION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1.10	SITE PREPARATION				
1.11	Pre-Construction Topographic Mapping	1.000	LSUM	\$ 5,400.00	\$ 5,400.00
1.12	CCDD Testing & Documentation	1.000	LSUM	\$ 7,900.00	\$ 7,900.00
1.13	Post-Watermain Installation Topo Check	1.000	LSUM	\$ 4,800.00	\$ 4,800.00
1.14	Final As-Built Survey	1.000	LSUM	\$ 9,400.00	\$ 9,400.00
1.15	Bonds & Insurance	1.000	LSUM	\$ 19,700.00	\$ 19,700.00
1.16	Field Supervision of Subcontractors	1.000	LSUM	\$ 17,799.25	\$ 17,799.25
1.20	SITE GRADING				
1.21	Mobilization	1.000	LSUM	\$ 6,596.00	\$ 6,596.00
1.22	Excavate for Topsoil Installation	1,925.000	CY	\$ 53.00	\$ 102,025.00
1.23	Topsoil Furnish & Place, 6"	1,925.000	CY	\$ 63.00	\$ 121,275.00
1.24	Re-Grade Construction Corridor	46,225.000	SY	\$ 1.30	\$ 60,092.50
1.30	SITE RESTORATION				
1.31	Pre-Seeding Herbicide Application	9.550	ACRE	\$ 910.00	\$ 8,690.50
1.32	Seed Bed Preparation	9.550	ACRE	\$ 3,500.00	\$ 33,425.00
1.33	Install Big Roll Sod	15,300.000	SY	\$ 6.25	\$ 95,625.00
1.34	Class 1A Seeding	2.370	ACRE	\$ 1,800.00	\$ 4,266.00
1.35	Native Prairie Seeding	3.860	ACRE	\$ 7,100.00	\$ 27,406.00
1.36	Erosion Control Blanket Installation, S75BN	30,155.000	SY	\$ 2.75	\$ 82,926.25
1.37	Class 1A Establishment, 3MTH	1.000	LSUM	\$ 8,000.00	\$ 8,000.00
1.38	Native Areas Establishment, 1 Year	1.000	LSUM	\$ 11,600.00	\$ 11,600.00
1.40	IRRIGATION / HARD SCAP				
1.41	Path Install, 10" Agg. Base, 3" Bit. Surface	2,560.000	SF	\$ 11.45	\$ 29,312.00
1.42	Replace Irrigation Impacted by Construction	1.000	LSUM	\$ 133,000.00	\$ 133,000.00
SUBTOTAL:					\$ 789,238.50

2.00	TALLGRASS DRIVE RESTORATION	QUANTITY	UNIT	UNIT PRICE	TOTAL
2.10	SITE PREPARATION				
2.11	Pre-Construction Topographic Mapping	1.000	LSUM	\$ 3,000.00	\$ 3,000.00
2.12	CCDD Testing & Documentation	1.000	LSUM	\$ 3,600.00	\$ 3,600.00
2.13	Post-Watermain Installation Topo Check	1.000	LSUM	\$ 3,000.00	\$ 3,000.00
2.14	Final As-Built Survey	1.000	LSUM	\$ 4,800.00	\$ 4,800.00
2.15	Bonds & Insurance	1.000	LSUM	\$ 24,200.00	\$ 24,200.00
2.16	Field Supervision of Subcontractors	1.000	LSUM	\$ 5,700.00	\$ 5,700.00



To:	Naperville Park District	Contact:	Peggy Motta, PLA CPRP
Address:	320. W. Jackson Avenue Naperville, IL 60540	Phone:	630-848-5013
		Email:	pmotta@napervilleparks.org
Project Name:	DWC Waterlink Extension Restoration	Ref #:	B25-203
Location:	Naperville, Illinois	Date:	1/9/2026
		Addenda:	N/A

2.00 TALLGRASS DRIVE RESTORATION (CONTINUED)	QUANTITY	UNIT	UNIT PRICE	TOTAL
2.20 SITE GRADING				
2.21 Mobilization	1.000	LSUM	\$ 6,300.00	\$ 6,300.00
2.22 Excavate for Topsoil Installation	800.000	CY	\$ 52.00	\$ 41,600.00
2.23 Topsoil Furnish & Place, 6"	800.000	CY	\$ 82.00	\$ 65,600.00
2.24 Re-Grade Construction Corridor	18,950.000	SY	\$ 1.40	\$ 26,530.00
2.30 SITE RESTORATION				
2.31 Pre-Seeding Herbicide Application	3.900	ACRE	\$ 910.00	\$ 3,549.00
2.32 Seed Bed Preparation	3.900	ACRE	\$ 3,500.00	\$ 13,650.00
2.33 Class 1A Seeding	3.900	ACRE	\$ 1,800.00	\$ 7,020.00
2.34 Erosion Control Blanket Installation, S75BN	18,950.000	SY	\$ 2.75	\$ 52,112.50
2.35 Class 1A Establishment, 3MTH	1.000	LSUM	\$ 5,700.00	\$ 5,700.00
2.40 HARD SCAPE				
2.41 Path Install, 10" Agg. Base, 3" Bit. Surface	160.000	SF	\$ 15.00	\$ 2,400.00
			SUBTOTAL:	\$ 268,761.50



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER DSP Insurance Services, Inc. 1900 E. Golf Road Suite 225 Schaumburg IL 60173	CONTACT NAME: Maria Vera PHONE (A/C, No. Ext): (847) 934-6100 E-MAIL: mvera@dsipins.com FAX (A/C, No): (847) 934-6186 ADDRESS:
INSURED V3 Construction Group, Ltd., V3 Construction Trades, Ltd. 7325 Janes Avenue Suite 100 Woodridge IL 60517	INSURER(S) AFFORDING COVERAGE INSURER A: Arch Insurance Company INSURER B: Continental Casualty Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES MV CERTIFICATE NUMBER: Cert ID 42792 (1) REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab ☒ XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☒ PRO-JECT ☐ LOC ☒ OTHER: Also Per Location		41PKG1990102	01/01/2025	01/01/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 BI/PD Ded. \$5,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		41PKG1990102	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		41UFP1990102	01/01/2025	01/01/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 Prod Compl Ops Agg \$ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A				PER STATUTE OTH-ER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
B	Temp Leased/Rented Equip		7037021231	01/01/2025	01/01/2026	Limit per Item Deductible \$5,000 \$ 500,000
A	Empl Liab OH Stop Gap		41WCI1990102	01/01/2025	01/01/2026	Each Accident \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

EXAMPLE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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Resolution #: O-23-26

Account: 01-80-852010

Approvals: *Author / Manager / Finance / Admin*

JL JML CAP PDM

REQUEST FOR BOARD ACTION

Date: 7/9/2026

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

Agenda Section: Engineering & Construction

Originating Department: Engineering

Ordinance No. O-23-26 would authorize the General Manager, his staff and the Commission's attorneys and consultants to acquire previously negotiated real property determined to be necessary to construct the WaterLink Pipeline Project and associated improvements.

In order to construct nearly 30 miles of pipeline needed for the WaterLink Pipeline Project, numerous easements through privately-owned properties will be required, in addition to the acquisition of entire properties where deemed appropriate. This will enable the Commission to construct the pipeline and associated appurtenances and maintain it into the future.

The item brought forward under Ordinance O-23-26 includes the purchase of a parcel that has already been negotiated, with an amount of compensation having been agreed upon by both parties, pending Board approval.

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

Recommended Motion:

To adopt Ordinance No. O-23-26

DUPAGE WATER COMMISSION

ORDINANCE NO. O-23-26

AN ORDINANCE AUTHORIZING THE ACQUISITION OF REAL PROPERTY BY THE DUPAGE WATER COMMISSION ASSOCIATED WITH PROVIDING WATER TO THE VILLAGE OF MONTGOMERY, THE VILLAGE OF OSWEGO AND THE UNITED CITY OF YORKVILLE

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 associated with, *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 certain real property associated with constructing Waterworks Improvements to provide water service to the Municipalities; and

WHEREAS, the Board of Commissioners of the Commission find that the parcel of real estate as described in the attached Exhibit 1 (the "Subject Property") should be acquired and is necessary and desirable for the purposes as hereinabove set forth; and

WHEREAS, the owners of the Subject Property have agreed to sell the Subject Property in a form substantially consistent with the terms set forth in Exhibit 2; and

WHEREAS, the Commission has determined that the cost for the purchase of the Subject Property is reasonable; and

WHEREAS, the Commission has determined that the terms for the purchase of the Subject Property 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 Subject Property described in Exhibit 1 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 Subject Property pursuant to the Contract for Sale of Real Property in substantially the form attached hereto as Exhibit 2, as approved by the Commission's General Counsel.

SECTION FOUR: The Clerk for the Commission be and is hereby authorized and directed to transmit a copy of this Ordinance to the attorney for the Commission and may provide certified copies of

said Ordinance upon proper request from the general public.

SECTION FIVE: That all ordinances and resolutions or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

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

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

ADOPTED THIS _____ DAY OF _____, 2026.

James Zay, Chairman

ATTEST:

Danna Mundall, Clerk

Board/Resolutions/2026/O-23-26.docx

Exhibit 1

Parcel 0236

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

Area = 22,173 Square Feet or 0.509 Acres

Exhibit 2

DuPage Water Commission

Job No.: 23-R0494

County: Kendall

PIN: 03-08-176-002

Parcel: 0236

Owner: Joseph Camardo and Patrick Camardo

Address: Lot 75 of Resubdivision of Marina Village; east side of Marina Drive, opposite Anchor Road in unincorporated Kendall County; adjacent to the north to 6 Marina Drive, Oswego, Illinois

CONTRACT FOR SALE OF REAL PROPERTY

THIS “AGREEMENT” is made by and between **Joseph Camardo and Patrick Camardo**, hereinafter collectively referred to as “**Seller**,” and the **DuPage Water Commission**, a County Water Commission organized and operating under the Water Commission Act of 1985 (70 ILCS 3720), hereinafter referred to as “**Buyer**,” collectively hereinafter referred to as the “**Parties**.”

WITNESSETH:

WHEREAS, Seller is the owner of a parcel of land legally described on **Exhibit A** attached hereto and made a part hereof (the “**Real Estate**”) which total approximately 0.509 acres as well as any site improvements on said Real Estate, located in the County of Kendall, State of Illinois, and commonly known as Lot 75 of Resubdivision of Marina Village; east side of Marina Drive, opposite Anchor Road in unincorporated Kendall County; adjacent to the north to 6 Marina Drive, Oswego, Illinois (Permanent Index No. 03-08-176-002) together with all of the Seller’s interest, estates, rights, privileges, access, easements, crops, appurtenances and assignments belonging to or in any way appertaining to the aforesaid Real Estate, collectively referred to herein as the “**Property**”; and

WHEREAS, Buyer is a County Water Commission organized and operating under the Water Commission Act of 1985 (70 ILCS 3720), and desires to purchase and Seller desires to sell the Property upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. RECITALS. The Recitals are contractual and are hereby incorporated into the body of this Agreement.

2. ESCROW.

A. The purchase and sale of the Property shall be closed through an escrow established at the offices of Wheatland Title Company (“**Wheatland**”) on or before _____, 2026 (the “**Closing Date**”), with Wheatland acting as escrowee in accordance with the general provisions of Wheatland’s standard deed and money escrow agreement with such special provisions inserted therein as may be required to conform with this Agreement (the “**Escrow**”). In

the event of any conflict between the Escrow Agreement and this Agreement, this Agreement shall prevail.

B. The cost of the Escrow shall be paid by Buyer. Upon creation of the Escrow, anything herein to the contrary notwithstanding, payment of the Purchase Price (hereinafter defined), delivery of the deed and delivery of any and all other documents required hereunder shall be made through the Escrow.

C. The Closing shall be "New York Style" and at Closing, Buyer shall receive from Wheatland an ALTA 2021 policy for title insurance insuring Buyer's title as of the date and time of Closing or a marked up commitment of the Wheatland to issue such policy of title insurance in a form and subject only to the Permitted Exceptions (hereinafter defined), with extended coverage over Wheatland's standard and general exceptions, as provided for in this Agreement and with gap coverage to the date and time of recording of the deed.

3. CONDITIONS PRECEDENT TO CLOSING. Without limitation of any other conditions set forth in this Agreement, Purchaser's obligation to consummate the transactions contemplated by this Agreement is subject to satisfaction of all of the conditions set forth in this Section 3. The conditions are as follows:

- A. All tenants (with the exception of Seller or its affiliate) shall have terminated their leases and vacated the Property prior to Closing and proof of same provided to Purchaser;
- B. All service contracts for the Property have been terminated and proof of same provided to Purchaser;
- C. Issuance of the Title Policy (hereinafter defined) by Wheatland;
- D. Seller shall have timely performed each and every covenant and agreement to be performed by Seller hereunder;
- E. All representations and warranties made by Seller in this Agreement shall be true and correct in all material respects as of the Closing Date; and
- F. This Agreement shall not have been terminated.

4. CLOSING.

A. Seller Deliveries. On or before the Closing Date, and in exchange for the Purchase Price (hereinafter defined) Seller shall deposit or cause to be deposited in the Escrow, the following closing documents, executed by Seller and in form and content acceptable to Wheatland and Buyer:

- 1. A Warranty Deed attached hereto as **Exhibit B**, subject only to the Permitted Exceptions as defined herein;

2. An Affidavit of Title in the form attached hereto as **Exhibit C**, which shall state that there are no existing leases and that Seller is not holding any security deposits;
3. An IRS form W-9 Request for Taxpayer Identification Number and Certification, with all Seller information completed by Seller;
4. An ALTA Statement which will allow Wheatland to issue its title policy with extended coverage over general and standard exceptions;
5. A GAP Indemnity form from Wheatland;
6. The Substitute Form 1099-S Proceeds from Real Estate Transactions;
7. A Certification of Non-Foreign Status under Section 1445 of the Internal Revenue Code;
8. Wheatland's ALTA Settlement Statement;
9. A recertification as of the Closing Date of all Seller representations and warranties made herein; and
10. Such other documents, instruments, certifications and confirmations as may be reasonably required by Buyer or Wheatland to fully effect and consummate the transaction contemplated hereby.

B. **Buyer Deliveries.** On or before the Closing Date, and provided all Conditions Precedent in Section 3 herein are met, Buyer shall deposit or cause to be deposited in the Escrow:

1. The sum of Eighty Thousand and 00/100 Dollars (\$80,000.00) (the "**Purchase Price**"). This amount includes compensation for the Property, together with damages, if any, to the remainder of Seller's property as a result of the purchase of the Property by the Buyer; and
2. Such other documents, instruments, certifications and confirmations as may be reasonably required by Buyer or Wheatland to fully effect and consummate the transaction contemplated hereby.

C. Closing Costs and Expenses.

1. Seller shall bear the cost of: (a) the cost to record any instruments necessary to clear Seller's title; (b) Seller's attorney's fees, except as otherwise provided for in this Agreement; and
2. Buyer shall bear the cost of: (i) the Title Policy to be issued (including the costs of any endorsements required by Buyer); (ii) the cost of the Survey; (iii) any recording fees with respect to the deed, (v) the cost of the Escrow; (vii) the cost of any "GAP" coverage by Wheatland; (viii) the State, County and local transfer taxes; and (vi) Buyer's attorney's fees, except as otherwise provided for in this Agreement.

D. Prorations. Seller shall pay when due all general *ad valorem* real estate taxes and special assessments and shall provide proof of payment of same prior to Closing. General real estate taxes shall be prorated based on 100% of the most recent ascertainable full year tax bill.

5. CONDEMNATION. This Agreement and the conveyance of the Property as described herein are made in lieu of an action for condemnation of the subject Property via eminent domain by the DuPage Water Commission. Notwithstanding any term to the contrary contained herein, if this Agreement is terminated for any reason, Buyer retains its right to condemn the Property and acquire same by eminent domain.

6. REPRESENTATIONS AND WARRANTIES OF SELLER. The Seller represents and warrants to Buyer that:

A. No Outstanding Rights. Seller is not a party to any contract, agreement or commitment to purchase, sell, lease, convey, assign, transfer, provide rights of first refusal or other similar rights with respect to the Property or any portion thereof. Except as provided in this Agreement, Seller has not sold, leased, conveyed, assigned or transferred the Property or any portion thereof to any other person or party, nor has Seller made any commitments to do so, or provided any rights of first refusal or other similar rights with respect to the Property or any portion thereof.

B. No Litigation. Seller has received no summons regarding, and, to Seller's knowledge, there is no litigation pending or threatened, against the Property or Seller's interest therein, including, without limitation, proceedings for or involving collections, condemnation, eminent domain, alleged environmental or zoning violations, or personal injuries or property damage alleged to have occurred on the Property or by reason of the condition, use of, or operations on, the Property.

C. Special Assessments. Seller has received no notice of, and to Seller's knowledge, there are no special assessments of any nature with respect to the Property or any part thereof.

D. Zoning. Seller has not applied for any alteration or change in the zoning of the Property, and, to Seller's knowledge, there are no threatened requests, applications or proceedings to alter or restrict the zoning or other use restrictions applicable to the Property.

E. Insurance. Seller has maintained insurance coverage in commercially reasonable amounts for the Property for the last thirty-six (36) months prior to the date of this Agreement and will maintain such insurance through the Closing. No insurance policy (or application therefor) covering the Property or the improvements or contents on the Property has been revoked, terminated, or denied.

F. Power. This Agreement and all agreements, instruments and documents herein provided to be executed by Seller are duly authorized, executed and delivered by and binding upon Seller in accordance with their terms. Seller has the legal power, right and authority to enter into this Agreement and consummate the transactions contemplated hereby.

G. Requisite Action. All requisite action (corporate, trust, partnership or otherwise) has been taken or obtained by Seller in connection with the entering into this Agreement and the consummation of the transactions contemplated hereby, or shall have been taken prior to the Closing Date.

H. No Leases. There are no leases (oral or written) applicable to or affecting the Property.

I. Compliance with Law. Seller has not received any notice, claim, demand or other communication, written or oral, alleging that the Property is in violation of any laws.

J. Hazardous Substances. Seller has not received any notice, claim, demand or other communication, written or oral, alleging that the Property is in violation of any applicable environmental laws.

K. No Agreements. There are no contracts (other than those to be terminated by Seller prior to the Closing Date), recorded or unrecorded leases, tenancies, or other similar items impacting the Property, nor are there any recorded or unrecorded interests of others in the Property's oil, gas, or mineral rights.

L. Executive Order. Seller is not a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Asset Control; that Seller is not listed in the annex to, and is not otherwise subject to the provisions of, Executive Order No. 13224 (the "**Executive Order**"); and that Seller is not acting on behalf of any Person or entity that is listed in the annex to, or is otherwise subject to the provisions of the Executive Order.

M. Good Title. Seller can provide good, valid and marketable title to said Property in fee simple and will convey same to Buyer free and clear of all liens, encumbrances, objections and special assessments by good and sufficient Warranty Deed.

The representations and warranties made in this Section by Seller will not merge into any instrument or conveyance delivered at Closing and will specifically survive the Closing; provided, however, that any action, suit or proceeding with respect to the truth, accuracy of completeness or default of such representations or warranties must be commenced, if at all, on or before the date which is twelve (12) months after the date of the Closing and, if not commenced on or before such

date, thereafter such representations and warranties will be void and of no further force and affect. Buyer acknowledges that Buyer will not be entitled to rely on any representation or warranty made by Seller to the extent, prior to Closing, Buyer has or obtained knowledge of any information that was contrary to such representation or warranty made in this Section.

7. TITLE INSURANCE.

A. Title Conditions. No longer than five (5) days following the Effective Date, Buyer shall, at Buyer's sole cost and expense, provide Seller with a title insurance commitment ("**Title Commitment**") prepared by Wheatland covering the Property. Buyer shall have a period of twenty-one (21) days from the delivery of the later of the Title Commitment and the Survey (defined below) in which to object to any of the title conditions shown in the Title Commitment (the "**Title Review Period**"), in Buyer's sole discretion (those exceptions to which Buyer does not object are hereinafter collectively referred to as "**Permitted Exceptions**", and all other exceptions are hereinafter collectively referred to as "**Unpermitted Exceptions**"). In the event of any Unpermitted Exceptions, Seller shall have an additional fourteen (14) days after Buyer's notification of any Unpermitted Exceptions in which to cause any such Unpermitted Exceptions to be waived or insured over by Wheatland. Failure of Seller to cause such Unpermitted Exceptions to be waived by Wheatland or insured over shall not be a breach of this Agreement but shall entitle Buyer, at Buyer's election, to either (i) terminate this Agreement by written notice to Seller, in which event this Agreement shall be null and void and of no further force or effect, or (ii) accept title subject to such Unpermitted Exceptions that Wheatland has not removed or committed to insure over. In the event Buyer terminates this Agreement, Buyer retains its right to condemn the Property and acquire same via eminent domain. Buyer shall cause Wheatland to update the Title Commitment at least fourteen (14) days prior to Closing. Notwithstanding anything to the contrary contained in this Agreement, Buyer acknowledges and agrees that the following shall be deemed Permitted Exceptions:

1. The lien for real estate taxes and assessments which are not delinquent; and
2. Any liens placed on the Property pursuant to work performed by or on behalf of Buyer.

B. Title Policy. At Closing, Seller shall, at Buyer's sole cost and expense, cause Wheatland to issue its most recent form of owner's title insurance policy ("**Title Policy**") in the amount of the Purchase Price insuring Buyer's or Buyer's assignee's or designee's title to the Property and to all easements for the benefit of the Property, subject only to the Permitted Exceptions and to those Unpermitted Exceptions subject to which Buyer agreed to take title. Buyer shall pay any costs associated with any endorsements sought by Buyer.

C. Survey. Buyer has provided Seller with the Plat of Survey dated February 12, 2026, and prepared by Badley K. Lueders (the "**Survey**"). The Survey shall be provided to Wheatland for examination and inclusion in the Title Commitment.

The compensation provided in Section 4.B, subject to prorations and other deductions, shall be due and payable to Seller when Wheatland is prepared to issue its policy guaranteeing title in the

name of the Buyer, free and clear of all Unpermitted Exceptions. In the event Unpermitted Exceptions such as mortgages or other liens, encumbrances and objections affect title to Seller's property and require the payment of money to clear, such sums shall be deducted from the Purchase Price.

8. TAX FREE EXCHANGE. Seller may exchange the Property for like kind property under terms and conditions which may qualify for non-recognition pursuant to Section 1033 of the Internal Revenue Code (the "**Code**"). Buyer agrees to cooperate with Seller to effectuate such exchange and to execute and deliver any and all documents that may be reasonably required to effectuate the exchange, provided that Buyer shall not be obligated to incur any additional cost or liability in connection with the exchange and provided further that, in no event, shall such exchange delay the Closing. Seller shall indemnify, defend and hold Buyer harmless from any and all closing costs, expenses, liabilities or losses arising by reason of such exchange. Buyer makes no representation or warranty as to whether the transaction contemplated by this Agreement qualifies under the Code and Seller assumes all risk related to same.

9. POSSESSION. Full, complete and unrestricted possession, use and control of the Property, in the same condition as when first inspected by Buyer, wear and tear excepted, free from the Personal Property shall be granted to Buyer at Closing. Additionally, Seller shall terminate all service contracts related to the Property effective at Closing.

10. DEFAULT. In the event of a default in the performance of any obligation hereunder by:

A. Buyer, then as Seller's sole and exclusive remedy, Seller shall have the right to bring an action against Buyer for specific performance under this Agreement.

B. Seller, then the Buyer shall have all rights and remedies available at law, or in equity, including its right to condemn the Property and acquire same via eminent domain.

C. The party prevailing in any litigated dispute arising out of this Agreement shall be entitled to also recover as damages its reasonable attorneys' fees and costs. Neither party may exercise any remedy herein provided unless five (5) business days have passed after delivery of written notice to cure from the non-defaulting party and the defaulting party has failed to cure said default.

11. NOTICE/CALCULATION OF TIME PERIODS.

A. For all purposes of this Agreement, a "business day" shall refer to all Mondays, Tuesdays, Wednesdays, Thursdays and Fridays, with the exception of United States and State of Illinois legal holidays and "business hours" shall mean up to 5:00 p.m. CST on business days.

B. All notices, demands, requests or other communications required or permitted hereunder shall be in writing and shall be delivered by one of the foregoing methods: (1) personally delivered to the party to whom it is sent, effective on the date of such delivery; or (2) sent via email transmission sent on business days during business hours (between 9:00 a.m. and 5:00 p.m. CST), effective on the date of such delivery otherwise the effective date shall be the next

business day; or (3) sent via overnight delivery through a nationally recognized courier service to the party to whom it is sent, effective on the date of the delivery to the other party, all as follows:

To Buyer:

DUPAGE WATER COMMISSION
Attn: Paul D. May, P.E., General Manager
600 E Butterfield Rd.
Elmhurst, IL 60126
Ph. 630-834-0100
Email: may@dpwc.org

With a copy to:

Phillip A. Luetkehans / Bruce E. Garner
LUETKEHANS, BRADY, GARNER & ARMSTRONG, LLC
2700 International Dr., Suite 305
West Chicago, IL 60185
(630) 632-5809
Email: PAL@LBGALAW.COM / BEG@LBGALAW.COM

To Seller:

JOSEPH CAMARDO AND PATRICK CAMARDO

Email:

With a copy to:

Email:

12. BROKER'S COMMISSION. Seller and Buyer represent and warrant to the other that it has not dealt with any brokers, finders or agents with respect to this transaction. Seller shall indemnify, defend and hold harmless Buyer, its successors, assigns and agents, from and against any loss, liability or expense arising out of any claim or claims for commissions or other compensation for bringing about this Agreement or the transactions contemplated hereby made by any broker, agent or like finder if such claim or claims are based in whole or in part on dealings with Seller or Seller's representatives or agents. Buyer shall indemnify, defend and hold harmless Seller, its successors, assigns and agents, from and against any loss, liability or expense arising out

of any claim or claims for commissions or other compensation for bringing about this Agreement or the transactions contemplated hereby made by any broker, agent or like finder, if such claim or claims are based in whole or in part on dealings with Buyer or Buyer's representatives or agents. The obligations of Seller and Buyer under this Paragraph shall, anything contained in this Agreement to the contrary notwithstanding, survive the termination of this Agreement and the Closing.

13. MISCELLANEOUS.

A. This Agreement shall be governed and interpreted in accordance with the laws of the State of Illinois. Any action or proceeding relating to this Agreement or the Property shall be brought in the 18th Judicial Circuit, DuPage County, Illinois and the Parties waive any objection to said exclusive jurisdiction and venue.

B. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared primarily by counsel for one of the Parties, it being recognized that both Buyer and Seller have contributed substantially and materially to the preparation of this Agreement and have had the opportunity to seek legal counsel with regard to the same.

C. This Agreement may be executed in any number of counterparts and via Docusign, pdf or other electronic means and transmitted by electronic means, each of which shall be deemed an original, but all of these together shall constitute one and the same instrument.

D. Whenever under the terms of this Agreement the time for performance of any act falls upon a Saturday, Sunday or holiday, such time for performance shall be extended to the next business day.

E. Seller and Buyer agree that TIME IS OF THE ESSENCE of this Agreement and that failure of either party to strictly comply with the time limitations contained herein shall be considered as a default unless provided otherwise herein or unless expressly waived in writing by agreement of the non-defaulting party.

F. Only those terms, conditions, obligations, representations, covenants, warranties and provisions of this Agreement which are expressly stated to survive the Closing shall survive the Closing and delivery of the deed hereunder and shall thereafter remain in force and effect and shall not be deemed merged thereby.

G. In the event any terms or provisions of this Agreement shall be held illegal, invalid or unenforceable or inoperative as a matter of law, the remaining terms and provisions of this Agreement shall not be affected thereby, but each such term and provision shall be valid and shall remain in full force and effect. Further, with respect to any such provision(s) determined to be invalid or unenforceable, such provision(s) shall be deemed reformed to the extent necessary to be valid and enforceable, and to accomplish the intention of the Parties as is most nearly possible. It is the intent and belief of the Parties that each and every provision of applicable law required to be inserted in this Agreement should be and is hereby deemed to be inserted and that this Agreement

in all respects comports with applicable law. If any provision(s) required to be inserted in this Agreement by law is/are not inserted, or not inserted in correct form, then this Agreement shall forthwith, upon the request of either party be deemed amended so that such provision(s) required by law is/are deemed inserted herein in correct form without prejudice to the rights of either party.

H. All facsimile and electronic signatures shall be deemed original signatures for all purposes, but each party may require the other to re-execute an original of any document transmitted by facsimile or electronic means.

I. Except to the extent contrary to any applicable law, ordinance, code or regulation, either Buyer or Seller may waive the performance of or default of the other party with respect to any provision of this Agreement, except that: (i) no waiver shall be deemed or shall constitute a waiver of the performance of or default of the other party with respect to any other provision of this Agreement, whether or not similar; (ii) no waiver shall constitute a continuing waiver; and (iii) no waiver shall be binding unless executed in writing by the party making the waiver.

J. This instrument and the exhibits hereto contain the entire agreement between Buyer and Seller respecting the Property. Any agreements or representations covering the Property or the duties of either Buyer or Seller not set forth in this Agreement or its exhibits are of no effect. This Agreement can be amended, modified and/or revised only by a writing signed by the Parties hereto expressly referring to this Agreement.

K. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the Parties to it and their respective successors and assigns, if any, nor shall any provision give any third parties any right of subrogation or action against any party to this Agreement.

L. The Parties hereto agree that nothing contained herein shall be construed as creating the relationship of principal and agent or of partnership or of joint venture or of any other form of legal association which would impose liability upon one party for the act or failure to act of another party.

[Signatures Appear on Following Page]

DuPage Water Commission

Job No.: 23-R0494

County: Kendall

PIN: 03-08-176-002

Parcel: 0236

Owner: Joseph Camardo and Patrick Camardo

Address: Lot 75 of Resubdivision of Marina Village; east side of Marina Drive, opposite Anchor Road in unincorporated Kendall County; adjacent to the north to 6 Marina Drive, Oswego, Illinois

IN WITNESS WHEREOF, the Parties hereto have hereunto affixed their hands, this ____ day of _____, 2026 (the “**Effective Date**”).

Seller: JOSEPH CAMARDO AND PATRICK CAMARDO

By: _____
Joseph Camardo

By: _____
Patrick Camardo

Buyer: DuPAGE WATER COMMISSION,
A COUNTY WATER COMMISSION ORGANIZED
AND OPERATING UNDER THE WATER COMMISSION
ACT OF 1985 (70 ILCS 3720)

By: _____

Printed Name: _____

Its: _____

EXHIBIT A
[Legal Description]

EXHIBIT B
[Warranty Deed]

EXHIBIT C
[Affidavit of Title]



Resolution #: O-24-26

Account: 01-80-852010

Approvals: *Author / Manager / Finance / Admin*

JL JML CAP PDM

REQUEST FOR BOARD ACTION

Date: 7/9/2026

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

Agenda Section: Engineering & Construction

Originating Department: Engineering

Ordinance No. O-24-26 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-24-26 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-24-26

DUPAGE WATER COMMISSION

ORDINANCE NO. O-24-26

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

WHEREAS, for this purpose, the Board of Commissioners of the Commission adopted Ordinance No. O-16-26 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 3 (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 3; and

WHEREAS, the Commission has determined that the total cost for the purchase of the Easements in the amount of \$78,500.00 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 3 attached hereto, be acquired by the Commission for one or more of the purposes set forth herein.

SECTION THREE: That the General Manager, his staff and the Commission's attorneys and

consultants be, and hereby are, authorized, directed and empowered to take the necessary steps to purchase the Easements over the Subject Properties as described in Exhibits 1 through 3.

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

SECTION FIVE: That all ordinances and resolutions or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

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

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

ADOPTED THIS _____ DAY OF _____, 2026.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk
Board/Resolutions/2026/O-24-26.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
County: Kendall
Job No.: 23-R0494
Parcel: 0227 Permanent Easement

Index No.: 03-07-202-010

That part of the Northeast Quarter of Section 7, in Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Beginning at the northeast corner of Unit One Commerce Industrial Park, a subdivision of part of said Northeast Quarter of Section 7, according to the plat thereof recorded as Document Number 165394; thence North 42 degrees 50 minutes 04 seconds East along the northerly prolongation of the easterly line of Commerce Road per said Document Number 165394 a distance of 440.00 feet; thence North 46 degrees 49 minutes 55 seconds West a distance of 33.00 feet along a line the prolongation of which intersects the easterly right of way line of the Burlington Northern Railroad at a point an arc distance of 440.00 feet northerly of the most northerly corner of Lot 3 in said Unit One Commerce Industrial Park, as measured along said easterly right of way line having a radius of 11,509.29 feet; thence South 42 degrees 50 minutes 04 seconds West along a line 33.00 feet northerly of and parallel with said northerly prolongation of the easterly line of Commerce Road a distance of 439.99 feet, to the northerly line of said Unit One Commerce Industrial Park; thence South 46 degrees 49 minutes 14 seconds East along said northerly line a distance of 33.00 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.333 acres, more or less or 14,520 square feet more or less.

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

_____, 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: 8-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0237 Permanent Easement

Index No.: 03-08-101-003

That part of Lot 1 of Unit Two Marina Terrace Subdivision in the Northeast Quarter of Section 7 and the Northwest Quarter of Section 8, Township 37 North, Range 8 East of the Third Principal Meridian, both in the Township of Oswego, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Beginning at the southeast corner of said Lot 1; thence South 88 degrees 13 minutes 09 seconds West along the south line of said Lot 1 a distance of 20.00 feet, to a line 20.00 feet west of and parallel with the east line of said Lot 1; thence North 01 degrees 46 minutes 51 seconds West along said parallel line a distance of 93.75 feet, to a tangential curve to the right being 20.00 feet west of and concentric with the east line of said Lot 1; thence northerly along said tangential and concentric curve to the right, having a radius of 7709.49 feet, an arc length of 153.37 feet, a chord bearing of North 01 degrees 12 minutes 39 seconds West, and a chord length of 153.37 feet, to the north line of said Lot 1; thence South 83 degrees 51 minutes 30 seconds East along said north line a distance of 20.14 feet, to the east line of said Lot 1; thence southerly along said east line being a non-tangential curve to the left, having a radius of 7689.49 feet, an arc length of 150.59 feet, a chord bearing of South 01 degrees 13 minutes 11 seconds East, and a chord distance of 150.59 feet, to a tangential line; thence continuing South 01 degrees 46 minutes 51 seconds East along said tangential line being the east line of said Lot 1 a distance of 93.75 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.113 acres, more or less or 4,915 square feet more or less.

**TEMPORARY CONSTRUCTION
EASEMENT AGREEMENT**

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

(collectively referred to as “Grantor”) and the
DUPAGE WATER COMMISSION, a County
Water Commission 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: 8-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0237 Temporary Easement

Index No.: 03-08-101-003

Lot 1 of Unit Two Marina Terrace Subdivision in the Northeast Quarter of Section 7 and the Northwest Quarter of Section 8, Township 37 North, Range 8 East of the Third Principal Meridian, both in the Township of Oswego, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, except that part described as follows:

Beginning at the southeast corner of said Lot 1; thence South 88 degrees 13 minutes 09 seconds West along the south line of said Lot 1 a distance of 20.00 feet, to a line 20.00 feet west of and parallel with the east line of said Lot 1; thence North 01 degrees 46 minutes 51 seconds West along said parallel line a distance of 93.75 feet, to a tangential curve to the right being 20.00 feet west of and concentric with the east line of said Lot 1; thence northerly along said tangential and concentric curve to the right, having a radius of 7709.49 feet, an arc length of 153.37 feet, a chord bearing of North 01 degrees 12 minutes 39 seconds West, and a chord length of 153.37 feet, to the north line of said Lot 1; thence South 83 degrees 51 minutes 30 seconds East along said north line a distance of 20.14 feet, to the east line of said Lot 1; thence southerly along said east line being a non-tangential curve to the left, having a radius of 7689.49 feet, an arc length of 150.59 feet, a chord bearing of South 01 degrees 13 minutes 11 seconds East, and a chord distance of 150.59 feet, to a tangential line; thence continuing South 01 degrees 46 minutes 51 seconds East along said tangential line being the east line of said Lot 1 a distance of 93.75 feet, to the Point of Beginning, also (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 2.406 acres, more or less or 104,823 square feet more or less.