

1062

AGENDA
VILLAGE OF ROUND LAKE
REGULAR MEETING
November 18, 2013
442 N. Cedar Lake Road
7:00 P.M.

CALL TO ORDER

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF MINUTES

3.1 Approve the Minutes of the Regular Meeting of November 4, 2013

4. NOTES/COMMENDATIONS/PUBLIC COMMENT

4.1 Public Comment

5. CONSENT AGENDA

5.1 Approve Accounts Payable in the Amount of \$429,828.11

5.2 Approve Payroll for the Period Ending November 3, 2013 in the Amount of \$113,033.41

5.3 Adopt an Ordinance Authorizing an Amended Central Lake County Joint Action Water Agency (CLJAWA) Agreement and Consenting to the Admission of Additional Members

5.4 Adopt a Resolution to Authorize the Expenditure of \$33,639.00 for the Purchase and Installation of Equipment for the 2014 F-550 Dump Truck from Monroe Truck Equipment Co.

5.5 Adopt a Resolution Approving the Estimated 2013 Tax Levy in the amount of \$3,578,052.00

6. CLERK'S OFFICE

6.1 Swearing in of Officer Michelle L. Hernandez

6.2 Swearing in of Officer Shane Page

- 6.3 The Village Hall will be Closed November 28th Through December 1st in Observance of the Thanksgiving Holiday

7. ADMINISTRATOR

8. FINANCE

- 8.1 Approve a Payment of \$45.99 to Grainger

9. POLICE

10. PUBLIC WORKS

11. COMMUNITY DEVELOPMENT

12. BUILDING AND ZONING

13. SPECIAL EVENTS

- 13.1 Holiday Tree Lighting – December 6th 6:00 PM

- 13.2 House Decorating Contest

14. MAYOR’S COMMENTS

- 14.1 Mayor’s Comments

- 14.2 Trustee’s Comments

15. EXECUTIVE SESSION

16. ADJOURN

MINUTES
VILLAGE OF ROUND LAKE
REGULAR MEETING
November 4, 2013
442 N. Cedar Lake Road
7:00 P.M.

THE REGULAR BOARD MEETING OF THE VILLAGE OF ROUND LAKE WAS CALLED TO ORDER BY DAN MACGILLIS, VILLAGE PRESIDENT AT 7:00 P.M.

1. ROLL CALL

Present: Trustees Clements, Frye, Newby, Triphahn, Wicinski
Absent: Trustee Simoncelli

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF MINUTES

3.1 Approve the Minutes of the Regular Meeting of October 21, 2013

Motion by Trustee Newby, Seconded by Trustee Frye, to approve the Minutes of the Regular Meeting of October 21, 2013. Upon a unanimous voice vote, the Mayor declared the motion carried.

4. NOTES/COMMENDATIONS/PUBLIC COMMENT

4.1 Public Comment

Bill Chapman from Alpine Dr had questions regarding the Washington Street construction project and wanted to know who issued the permits on the project and if the Village had participated in any meetings. Mayor MacGillis stated that Lake County Department of Transportation (LCDOT) issued the permits for the project and there had been pre-construction meetings held and attended by the Villages of Round Lake and Round Lake Park, Round Lake Area Fire Department and Police Department and was open to the public as well. The Mayor stated concerns had been brought up during those meetings as far as the scope of the project. Mr. Chapman asked what the time line for completion from Cedar Lake Rd to Catalpa, whereas the Mayor stated that the entire project (for the full Washington roadway) was to begin in July and finish the project completely by November 15th, but it didn't start until September due to utility work delays. The Mayor then stated it was then decided by LCDOT to do part of project now and the remaining in the spring. Currently the paving should be done by November 15th and then curb and gutters followed by grass works and clean up afterwards on what is currently being worked on. Mr. Chapman asked about the detour for the Rollins Road closing and if that would impact more people using Washington Street stating that LCDOT has the big sign up but does not currently state where the motorist should go for the detour. Public Works Director Ron Kroop stated that there is a good possibility that people will, as motorist tend to use the route of least impact, but also

commented that it is only a two week shut down which is more manageable. Mayor MacGillis stated that unfortunately construction is the price of progress.

Jackie Maldonado spoke on behalf of her Mother, Maria, who lives on Lawn Terr. She stated that her mother had called Public Works Director Ron Kroop several times regarding her house and the sanitary sewer – that has a sag in it – but Mr. Kroop has not responded to her calls. Jackie stated that she then sent Mr. Kroop and email and he did not respond to her email either. Jackie had wondered what was going on with her Mother's house and the issue. PWD Kroop stated that there had been a contractor to the house and had did some televised work on the line and there was a sag discovered starting near the end of the driveway to the middle of Lawn Terr but mentioned it is unclear as to why there is a sag there. Lawn Terr had reconstruction about 5 years ago including to the water main. Mr. Kroop is hesitant to dig up the road, being that it is only 5 years old and is unclear as to if it is the Villages problem and he has been unable to ascertain if it had been caused by the Village or not. Documents from the project did not reflect any issues. He also stated that he has had a plumbing contractor visit the house at least 3 times and mentioned that Maria Maldonado (the mother) had mentioned that her house has not flooded at the frequency as it had, since the road had been reconstructed. The Mayor asked that Ms. Jackie Maldonado call him at her earliest convenience to set up a meeting, that he, Mr. Kroop and she and her mother could attend and they have a conversation on what we are going to do or to find a solution to this.

Trustee Simoncelli arrived at 7:12 PM

Tim Tanner, from Inverness in Valley Lakes stated that he had come to a board meeting to make comments on an issue in the past and it was only right to come back and make a positive comment on the Tree Program. He stated that he recently received a new tree that had to be moved over due to utility issues and the old location had been graded and fixed very nicely and wanted to thank the Village.

5. CONSENT AGENDA

Motion by Trustee Triphahn, seconded by Trustee Newby to do an Omnibus approval on items 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 5.7 & 5.8. When the Mayor asked if any comments, Trustee Wicinski asked what had been the difference in the contract for A-Tire that had been received with the packets and what was given to the board tonight. The Mayor stated there were changes in some of the language in the contract such as FOIA and insurance reworked. The Mayor also stated there was one section that mentioned if A-Tire couldn't do the work that they could sub contract it out, the Mayor felt it should be up to the Village at that point and had that language removed. Then with Tires and the state, he could not put the 10% discount on those items. Upon the call of the roll, the following voted:

Ayes:	Trustees Clements, Frye, Newby, Simoncelli, Triphahn, Wicinski
Nays:	None
Abstain:	None
Absent:	None

Mayor MacGillis Declared the Motion carried.

- 5.1 Approve Accounts Payable in the Amount of \$593,804.85
Approved – Omnibus Vote
- 5.2 Approve Payroll for the Period Ending October 20, 2013 in the Amount of \$119,656.78
Approved – Omnibus Vote
- 5.3 Adopt a Resolution Authorizing Replacement of the Police Department Servers
Approved – Omnibus Vote
- 5.4 Adopt a Resolution Authorizing the Purchase of Computers
Approved – Omnibus Vote
- 5.5 Adopt a Resolution Authorizing the Renewal of Customer Service Agreements with United Communications Systems, Inc. d.b.a Call One
Approved – Omnibus Vote
- 5.6 Adopt a Resolution Authorizing Replacement of the Village Phone System
Approved – Omnibus Vote
- 5.7 Adopt a Resolution Approving a Construction Engineering Services Agreement from Baxter & Woodman, Inc. for the Hart/Sunset Road Construction Project
Approved – Omnibus Vote
- 5.8 Adopt a Resolution Approving a Contract for Automobile maintenance Services with A-Tire County Service
Approved – Omnibus Vote

6. CLERK’S OFFICE

A reminder to everyone that the Village Hall will be closed on Thanksgiving and the Friday afterwards, reopening that following Monday December 2nd.

7. ADMINISTRATOR

8. FINANCE

Motion by Trustee Triphahn, Seconded by Trustee Simoncelli, to do an Omnibus approval for items 8.1, 10.2, 10.3 & 10.4. Upon the call of the roll the following voted

Ayes:	Trustee Frye, Newby, Simoncelli, Triphahn, Wicinski
Nays:	None
Abstain:	Trustee Clements
Absent:	None

Mayor MacGillis Declared the Motion carried.

- 8.1 Approve a Payment of \$64.26 to Grainger

Approved – Omnibus Vote

9. POLICE

10. PUBLIC WORKS

10.1 SWALCO Electronics Recycling Event – November 12, 2013

Trustee Triphahn let everyone know that the next event will be November 12th at the Public Works Facility for 8 am to 5 pm. Any unwanted electronic items can be brought to the facility since those items cannot be placed in the weekly household trash. She also stated that the village receives a rebate from SWALCO depending on the amount of tonnage received.

10.2 Adopt a Resolution for the 2014 Community Development Block Grant (CDBG) Funding Application For Lakewood Terrace Phase III Reconstruction Project

Approved – Omnibus Vote

10.3 Approve a purchase of 8” Water Meter Repair Parts in an amount not to exceed \$2,184.00

Approved – Omnibus Vote

10.4 Adopt a Resolution Ratifying the Purchase of a 2014 Ford F550 Super Cab 4x4 Chassis in the amount of \$42,099

Approved – Omnibus Vote

11. COMMUNITY DEVELOPMENT

12. BUILDING AND ZONING

13. SPECIAL EVENTS

14. MAYOR’S COMMENTS

14.1 NIMS Compliance Officer

Mayor MacGillis stated that he has appointed Chief Gillette to the position of NIMS Compliance Officer stating that he has a very impressive resume of the classes he has attended and the knowledge on the importance of this and will work hand and hand with our Public Works Department the Greater Round Lake Fire District and the Surrounding communities. Trustee Newby made a motion to confirm the appointment seconded by Trustee Frye, upon a unanimous voice vote, the Mayor declared the motion carried

14.2 Mayor’s Comments

The Mayor mentioned the updating of JAWA’s comprehensive plan, for the water purchase and sales contract that all JAWA members need to comply with and pass an ordinance by December 5, 2013.

14.3 Trustee's Comments

Trustee Newby attended the last SWALCO meeting and are asking Round Lake to participate in a Textile drop off box program. Overflow issues were discussed and SWALCO stated that there had been issues in the past but a new company is running it and they are very diligent in making sure that does not happen, but if it does, we can discontinue the program at that point. Village Attorney Mike Zimmerman stated it would be helpful to know the locations to make sure there are not any zoning or licensing issues that we might run into and asked for any information Trustee Newby could obtain so they could analysis it.

15. EXECUTIVE SESSION

None

16. ADJOURN

Trustee Triphahn moved, seconded by Trustee Frye to adjourn. Upon a unanimous voice vote, the Mayor declared the motion carried and the meeting adjourned at 7:31 P.M.

APPROVED:

Patricia C. Blauvelt
Village Clerk

Daniel MacGillis
Village President

VILLAGE OF ROUND LAKE

THE PRESIDENT AND BOARD OF TRUSTEES OF

THE VILLAGE OF ROUND LAKE

APPROVES THE ACCOUNTS PAYABLE

IN THE AMOUNT OF:

GRAINGER PAYABLE	\$45.99**
ACCOUNTS PAYABLE	<u>\$429,828.11</u>
ACCOUNTS PAYABLE REPORT	<u>\$429,874.10</u>

ATTEST:

Daniel A. MacGillis, Village President

Patricia C. Blauvelt, Village Clerk

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Dated: November 18, 2013

ACTIVITY FROM 11/01/2013 TO 11/13/2013
 GENERAL FUND

ACCOUNT #	ACCOUNT DESCRIPTION VENDOR NAME	VENDOR #	TRANSACTION DESCRIPTION	CHECK #	CHECK DATE	ITEM AMOUNT
01-00-22-22224	EMPL. OPTIONAL AD&D INS. AFLAC	A10	NOVEMBER PREMIUM	175438	11/13/13	641.90
			ACCOUNT TOTAL:			641.90
01-20-71-67108	VISION INSURANCE FIDELITY SECURITY LIFE-EYE MED	F97	NOVEMBER PREMIUM	175468	11/13/13	20.05
			ACCOUNT TOTAL:			20.05
01-20-71-67116	UNEMPLOYMENT INSURANCE I.D.E.S.	174	UNEMPLOYMENT BENEFITS - HUBER	175476	11/13/13	2,065.00
			ACCOUNT TOTAL:			2,065.00
01-20-72-67204	DUES & MEMBERSHIPS ROUND LAKE CHAMBER OF COMMERCE	R15	2014 MEMBERSHIP DUES	175501	11/13/13	195.00
			ACCOUNT TOTAL:			195.00
01-20-73-77307	ENGINEERING EXPENSES BAXTER & WOODMAN, INC.	B2	BOARD, STAFF MEETINGS, GIS	175446	11/13/13	1,274.33
			ACCOUNT TOTAL:			1,274.33
01-20-73-77313	LEGAL SERVICES CAREY S. ROSEMARIN, P.C. CAREY S. ROSEMARIN, P.C.	C147 C147	OCTOBER LEGAL OCTOBER LEGAL	175451 175451	11/13/13 11/13/13	585.00 2,427.50
			ACCOUNT TOTAL:			3,012.50
01-20-73-77320	CONSULTING SERVICES RUSSELL KRALY	K73	11/01-11/15/13 CONSULTING SERV	175481	11/13/13	2,762.50
			ACCOUNT TOTAL:			2,762.50
01-20-75-77515	GARBAGE COLLECTION WASTE MANAGEMENT	W43	OCTOBER SERVICE	175510	11/13/13	74,829.84
			ACCOUNT TOTAL:			74,829.84
01-20-75-77537	LEGAL NOTICES/RECORDING FEES					

GENERAL FUND
 ACTIVITY FROM 11/01/2013 TO 11/13/2013

ACCOUNT #	ACCOUNT DESCRIPTION VENDOR NAME	VENDOR #	TRANSACTION DESCRIPTION	CHECK #	CHECK DATE	ITEM AMOUNT
01-20-75-77537	LEGAL NOTICES/RECORDING FEES SUN TIMES MEDIA	S33	TREAS RPT,TREE REPLACEMENT BID	175504	11/13/13	331.20
			ACCOUNT TOTAL:			331.20
01-20-77-77706	MISCELLANEOUS EXPENSE FOX LAKE/ROUND LK ROTARY CLUB	F26	CHILDRENS HOLIDAY PARTY DONATE	175466	11/13/13	50.00
			ACCOUNT TOTAL:			50.00
01-20-79-77901	B&G MAINTENANCE CARDIFF ROLLING SHUTTERS, INC,	C161	REPAIR SAFETY SHUTTER	175454	11/13/13	495.00
			ACCOUNT TOTAL:			495.00
01-20-79-77903	B&G CONTRACTS ARAMARK UNIFORM COLLEY ELEVATOR CO.	A119 C64	MAT SERVICE SEMI ANN ELEVATOR INSPECTION	175440 175463	11/13/13 11/13/13	30.57 159.00
			ACCOUNT TOTAL:			189.57
01-20-79-77905	B&G REPAIRS WORLD SECURITY & CONTROL, INC.	W22	REPAIR FIRE ALARM PANEL	175509	11/13/13	125.00
			ACCOUNT TOTAL:			125.00
01-20-80-88018	OFFICE EQUIPMENT KONICA MINOLTA KONICA MINOLTA PREMIER FINANCE	K33 K56	09/24-10/25/13 COPIER EXPENSE NOVEMBER COPIER LEASE	175479 175480	11/13/13 11/13/13	97.14 261.38
			ACCOUNT TOTAL:			358.52
01-20-91-99105	NETWORK REPAIRS CURRENT TECHNOLOGIES	C280	10/25 & 28/13 NETWORK REPAIRS	175457	11/13/13	143.13
			ACCOUNT TOTAL:			143.13
01-20-91-99107	IT MAINTENANCE SERVICES CURRENT TECHNOLOGIES VERIO INC	C280 V29	10/22/13 IT MAINTENANCE WEB HOSTING RENEWAL	175457 175508	11/13/13 11/13/13	687.00 329.43
			ACCOUNT TOTAL:			1,016.43
01-40-71-67108	VISION INSURANCE					

GENERAL FUND
 ACTIVITY FROM 11/01/2013 TO 11/13/2013

ACCOUNT #	ACCOUNT DESCRIPTION VENDOR NAME	VENDOR #	TRANSACTION DESCRIPTION	CHECK #	CHECK DATE	ITEM AMOUNT
01-40-71-67108	VISION INSURANCE FIDELITY SECURITY LIFE-EYE MED	F97	NOVEMBER PREMIUM	175468	11/13/13	162.16
			ACCOUNT TOTAL:			162.16
01-40-72-67202	UNIFORMS GALLS, AN ARAMARK COMPANY GALLS, AN ARAMARK COMPANY GALLS, AN ARAMARK COMPANY RAY O'HERRON CO., INC. RAY O'HERRON CO., INC.	G2 G2 G2 O21 O21	UNIFORM SCHULTZ UNIFORM AKEY UNIFORM SCHULTZ BALLISTICS VEST-LEVY UNIFORM WANG	175470 175470 175470 175496 175496	11/13/13 11/13/13 11/13/13 11/13/13 11/13/13	41.44 31.49 212.56 945.28 41.27
			ACCOUNT TOTAL:			1,272.04
01-40-72-67208	MEETINGS, TRAVEL, & TRAINING NORTH EAST MULTI-REGIONAL	N11	WEIGHT SCALE CERT-SCHMIDT	175493	11/13/13	35.00
			ACCOUNT TOTAL:			35.00
01-40-73-77311	VILLAGE PROSECUTOR ALBERT A. WYSOCKI	W78	OCTOBER LEGAL FEES	175511	11/13/13	3,489.75
			ACCOUNT TOTAL:			3,489.75
01-40-74-77430	OFFICE SUPPLIES QUILL CORPORATION	Q2	PAPER, BATTERIES, RECEIPT BOOKS	175500	11/13/13	234.16
			ACCOUNT TOTAL:			234.16
01-40-74-77440	PRINTING P.F. PETTIBONE & CO.	P1	CITATION/COMPLAINT TICKETS	175497	11/13/13	715.05
			ACCOUNT TOTAL:			715.05
01-40-75-77501	ALERTS / MDT LINES VERIZON WIRELESS	V10	9/26-10/25/13 MORILE BROADBAND	175506	11/13/13	608.33
			ACCOUNT TOTAL:			608.33
01-40-75-77503	ANIMAL CONTROL LAKE COUNTY HEALTH DEPT.	L7	SEPTEMBER BOARD AND SHELTER	175483	11/13/13	80.00
			ACCOUNT TOTAL:			80.00
01-40-75-77505	CENCOM					

GENERAL FUND
 ACTIVITY FROM 11/01/2013 TO 11/13/2013

ACCOUNT #	ACCOUNT DESCRIPTION VENDOR NAME	VENDOR #	TRANSACTION DESCRIPTION	CHECK #	CHECK DATE	ITEM AMOUNT
01-40-75-77505	CENCOM CENCOM E 9-1-1 IRON HORSE GRILL	C3 I32	NOVEMBER OPERATIONS/RENT PRISONER MEALS JUNE-OCT.	175458 175475	11/13/13 11/13/13	20,032.66 135.69
			ACCOUNT TOTAL:			20,168.35
01-40-75-77511	PUBLICATIONS & SUBSCRIPTIONS POWER DMS, INC.	P132	ANNUAL SUBSCRIPTION	175499	11/13/13	330.50
			ACCOUNT TOTAL:			330.50
01-40-77-77710	DARE FUND EXPENSES D.A.R.E. AMERICA MERCHANDISE	D38	WORKBOOKS AND TEACHING SKILLS	175465	11/13/13	739.19
			ACCOUNT TOTAL:			739.19
01-40-79-77903	B&G CONTRACTS ARAMARK UNIFORM	A119	MAT SERVICE	175440	11/13/13	10.19
			ACCOUNT TOTAL:			10.19
01-40-79-77907	B&G SUPPLIES QUILL CORPORATION	Q2	C-FOLD TOWELS, KLEENEX	175500	11/13/13	170.67
			ACCOUNT TOTAL:			170.67
01-40-80-88018	OFFICE EQUIPMENT KONICA MINOLTA KONICA MINOLTA PREMIER FINANCE	K33 K56	09/18-10/24/13 COPIER EXPENSE NOVEMBER COPIER LEASE	175479 175480	11/13/13 11/13/13	133.26 261.37
			ACCOUNT TOTAL:			394.63
01-40-82-88202	TELEPHONE SERVICE COMCAST CABLE	C156	10/29-11/28/13 INTERNET	175452	11/13/13	44.92
			ACCOUNT TOTAL:			44.92
01-40-84-88402	GAS & OIL BP	B43	OCTOBER FUEL	175448	11/13/13	4,860.56
			ACCOUNT TOTAL:			4,860.56
01-40-84-88404	VEHICLE REPAIRS					

GENERAL FUND
 ACTIVITY FROM 11/01/2013 TO 11/13/2013

ACCOUNT #	ACCOUNT DESCRIPTION VENDOR NAME	VENDOR #	TRANSACTION DESCRIPTION	CHECK #	CHECK DATE	ITEM AMOUNT
01-40-84-88404	VEHICLE REPAIRS A TIRE COUNTY SERVICE	A1	TOWING CHARGE	175437	11/13/13	35.00
			ACCOUNT TOTAL:			35.00
01-40-84-88406	VEHICLE MAINTENANCE ACE HARDWARE	A4	CLEANING PRODUCTS FOR SQUADS	175442	11/13/13	47.60
			ACCOUNT TOTAL:			47.60
01-40-91-99107	IT MAINTENANCE SERVICES CURRENT TECHNOLOGIES	C280	SERVER HARD DRIVE REPLACEMENT	175457	11/13/13	155.98
			ACCOUNT TOTAL:			155.98
01-60-71-67108	VISION INSURANCE FIDELITY SECURITY LIFE-EYE MED	F97	NOVEMBER PREMIUM	175468	11/13/13	37.80
			ACCOUNT TOTAL:			37.80
01-60-72-67202	UNIFORMS CUTLER WORKWEAR	C159	WINTER SWEATSHIRTS & JACKETS	175453	11/13/13	654.16
			ACCOUNT TOTAL:			654.16
01-60-72-67204	DUES & MEMBERSHIPS MID-WEST TRUCKERS ASSOCIATION	M79	ANN DRUG & ALCOHOL TESTING	175490	11/13/13	264.00
			ACCOUNT TOTAL:			264.00
01-60-73-77307	ENGINEERING EXPENSES BAXTER & WOODMAN, INC. BAXTER & WOODMAN, INC.	B2 B2	FLOOD INS. RATE MAPS HART/SUNSET FACILITY RELOCATE	175446 175446	11/13/13 11/13/13	356.05
			ACCOUNT TOTAL:			356.05
01-60-74-77430	OFFICE SUPPLIES QUILL CORPORATION	Q2	PRINT CARTRIDGE	175500	11/13/13	84.99
			ACCOUNT TOTAL:			84.99
01-60-79-77901	B&G MAINTENANCE LURVEY LANDSCAPE SUPPLY	L86	TOP SOIL	175484	11/13/13	42.00

GENERAL FUND
 ACTIVITY FROM 11/01/2013 TO 11/13/2013

ACCOUNT #	ACCOUNT DESCRIPTION VENDOR NAME	VENDOR #	TRANSACTION DESCRIPTION	CHECK #	CHECK DATE	ITEM AMOUNT
01-60-79-77901	B&G MAINTENANCE STEINER ELECTRIC COMPANY	S63	BULBS FOR VILLAGE HALL	175505	11/13/13	206.40
	STEINER ELECTRIC COMPANY	S63	BULBS & BALLASTS PW	175505	11/13/13	110.96
			ACCOUNT TOTAL:			359.36
01-60-79-77903	B&G CONTRACTS ARAMARK UNIFORM	A119	MAT SERVICE	175440	11/13/13	10.19
			ACCOUNT TOTAL:			10.19
01-60-79-77907	B & G BUILDING SUPPLIES ANTIOCH AUTO PARTS	A107	OIL DRY, ABS MAT	175439	11/13/13	87.91
	AMERICAN GASES CORPORATION	A20	WELDING SUPPLIES FOR SALT	175441	11/13/13	97.70
	AMERICAN GASES CORPORATION	A20	SPREADERS & PLOWS	175441	11/13/13	
	ACE HARDWARE	A4	SCREW DRIVER, PLYWOOD, CLEANER	175442	11/13/13	211.65
			ACCOUNT TOTAL:			397.26
01-60-80-88001	EQUIPMENT R.A. ADAMS ENTERPRISES INC.	A6	RECEIVER KITS #53 PLOW	175443	11/13/13	242.04
			ACCOUNT TOTAL:			242.04
01-60-80-88024	VEHICLE EQUIPMENT CDW GOVERNMENT, INC.	C34	SQUAD CAR CAMERA MEMORY CARDS	175459	11/13/13	103.58
			ACCOUNT TOTAL:			103.58
01-60-82-88202	TELEPHONE SERVICE COMCAST CABLE	C156	10/29-11/28/13 INTERNET	175452	11/13/13	22.46
			ACCOUNT TOTAL:			22.46
01-60-82-88206	ELECTRICAL SERVICE COMED	C202	09/16-10/16/13 ELECTRIC	175449	11/13/13	40.91
	COMED	C2015	09/20-09/26/13 ELECTRIC	175455	11/13/13	7.15
	COMED	C2027	09/27-10/28/13 ELECTRIC	175456	11/13/13	7.72
	COMED	C6285	09/27-10/28/13 ELECTRIC	175462	11/13/13	7.72
			ACCOUNT TOTAL:			63.50
01-60-82-88216	STREET LIGHTS - ELECTRICAL					

GENERAL FUND
 ACTIVITY FROM 11/01/2013 TO 11/13/2013

ACCOUNT #	ACCOUNT DESCRIPTION VENDOR NAME	VENDOR #	TRANSACTION DESCRIPTION	CHECK #	CHECK DATE	ITEM AMOUNT
01-60-82-88216	STREET LIGHTS - ELECTRICAL COMED	C1002	09/27-10/25/13 ELECTRIC	175450	11/13/13	73.85
			ACCOUNT TOTAL:			73.85
01-60-84-88402	GAS & OIL BP	B43	OCTOBER FUEL	175448	11/13/13	1,047.88
			ACCOUNT TOTAL:			1,047.88
01-60-84-88404	VEHICLE REPAIRS					
	A TIRE COUNTY SERVICE	A1	INSTALL DIESEL FUEL FILTER #54	175437	11/13/13	118.42
	A TIRE COUNTY SERVICE	A1	AXEL SHAFT REPAIR #40	175437	11/13/13	684.75
	A TIRE COUNTY SERVICE	A1	TIRES #51	175437	11/13/13	658.81
	A TIRE COUNTY SERVICE	A1	INSTALL STEERING SHAFT #54	175437	11/13/13	224.26
	ANTIOCH AUTO PARTS	A107	OIL & AIR FILTERS, BATTERY #41	175439	11/13/13	329.07
	ACE HARDWARE	A4	SOCKET SETS, TAPE, TUBING	175442	11/13/13	113.41
	BENNY'S SERVICE CENTER, INC.	B42	OCTOBER SAFETY STICKERS	175447	11/13/13	35.25
	MONROE TRUCK EQUIPMENT, INC.	M61	HYDRAULIC TANK BRACKETS #50	175489	11/13/13	19.06
			ACCOUNT TOTAL:			2,183.03
01-60-84-88405	EQUIPMENT REPAIRS					
	ANTIOCH AUTO PARTS	A107	GEAR WRENCH, SOCKET	175439	11/13/13	40.58
	MIDWEST HOSE AND FITTINGS, INC	M101	BACKHOE REPAIR PARTS	175486	11/13/13	28.25
	MIDWEST HOSE AND FITTINGS, INC	M101	HYDRAULIC FITTINGS FOR PLOWS	175486	11/13/13	66.54
	MONROE TRUCK EQUIPMENT, INC.	M61	SALT TRK REAR AUGER PARTS	175489	11/13/13	98.28
			ACCOUNT TOTAL:			233.65
01-60-92-99210	STREET LIGHT REPAIRS ACE HARDWARE	A4	WIRE	175442	11/13/13	21.59
			ACCOUNT TOTAL:			21.59
01-70-71-67108	VISION INSURANCE FIDELITY SECURITY LIFE-EYE MED	F97	NOVEMBER PREMIUM	175468	11/13/13	22.48
			ACCOUNT TOTAL:			22.48
01-70-72-67208	MEETINGS, TRAVEL, & TRAINING IACE	I76	QRTLTY TRAINING-BOB, BILL	175477	11/13/13	70.00
			ACCOUNT TOTAL:			70.00
01-70-73-77321	PLUMBING INSPECTOR					

GENERAL FUND
 ACTIVITY FROM 11/01/2013 TO 11/13/2013

ACCOUNT #	ACCOUNT DESCRIPTION VENDOR NAME	VENDOR #	TRANSACTION DESCRIPTION	CHECK #	CHECK DATE	ITEM AMOUNT
01-70-73-77321	PLUMBING INSPECTOR VPI, INC.	V14	OCTOBER PLUMBING INSPECTIONS	175507	11/13/13	2,080.00
			ACCOUNT TOTAL:			2,080.00
01-70-84-88402	GAS & OIL BP	B43	OCTOBER FUEL	175448	11/13/13	361.62
			ACCOUNT TOTAL:			361.62
01-70-84-88405	VEHICLE REPAIRS A TIRE COUNTY SERVICE A TIRE COUNTY SERVICE	A1 A1	OIL/FILTER/LUBE #16 TIRES, FRT BRAKE PADS, CYLINDERS	175437 175437	11/13/13 11/13/13	39.46 1,086.45
			ACCOUNT TOTAL:			1,125.91
01-70-91-99105	NETWORK REPAIRS CURRENT TECHNOLOGIES	C280	10/25 & 28/13 REPAIRS	175457	11/13/13	57.25
			ACCOUNT TOTAL:			57.25
	GENERAL FUND					130,936.70

VILLAGE OF ROUND LAKE
 PAID INVOICES BY ACCOUNT NUMBER
 MOTOR FUEL TAX FUND
 ACTIVITY FROM 11/01/2013 TO 11/13/2013

ACCOUNT #	ACCOUNT DESCRIPTION VENDOR NAME	VENDOR #	TRANSACTION DESCRIPTION	CHECK #	CHECK DATE	ITEM AMOUNT
10-60-74-77414	GRAVEL EXPENSE STEVE OLSEN TRANSIT	S101	STONE	175503	11/13/13	566.90
			ACCOUNT TOTAL:			566.90
10-60-74-77436	PATCHING PETER BAKER & SON CO. PETER BAKER & SON CO.	P102 P102	HOT MIX, CONCRETE, PATCHING MAT HPM-PREMIX	175498 175498	11/13/13 11/13/13	832.72 181.25
			ACCOUNT TOTAL:			1,013.97
10-60-83-88301	ROADWAY IMPROVEMENTS BAXTER & WOODMAN, INC. BAXTER & WOODMAN, INC. BAXTER & WOODMAN, INC.	B2 B2 B2	HART/SUNSET DESIGN ENGINEERING LAKEWOOD. CONST. ENG. LAKEWOOD CONST. ENG.	175446 175446 175446	11/13/13 11/13/13 11/13/13	6,582.99 51.12 74.83
			ACCOUNT TOTAL:			6,708.94
10-60-88-88802	SIDEWALKS FISCHER BROS. FRESH CONCRETE MCCANN INDUSTRIES, INC. RENTALS AND MORE, INC.	F6 M91 R2	CONCRETE FOR SIDEWALK REPAIRS SIDEWALK REPAIR SUPPLIES CUTTER EQUIP/SIDEWALK GRINDING	175467 175491 175502	11/13/13 11/13/13 11/13/13	361.00 399.60 262.90
			ACCOUNT TOTAL:			1,023.50
			MOTOR FUEL TAX FUND			9,313.31

CAPITAL PROJECTS FUND
 ACTIVITY FROM 11/01/2013 TO 11/13/2013

ACCOUNT #	ACCOUNT DESCRIPTION VENDOR NAME	VENDOR #	TRANSACTION DESCRIPTION	CHECK #	CHECK DATE	ITEM AMOUNT
15-05-66-56601	MISCELLANEOUS RECEIPTS VINCE BENDINELLI CAROL HAISCH STUART WEITZMAN	B155 H115 W79	PARKWAY TREE REIMBURSEMENT PARKWAY TREE REIMBURSEMENT PARKWAY TREE REIMBURSEMENT	175444 175472 175512	11/13/13 11/13/13 11/13/13	60.00 55.00 130.00
			ACCOUNT TOTAL:			245.00
15-20-73-77307	ENGINEERING EXPENSES BAXTER & WOODMAN, INC. BAXTER & WOODMAN, INC. BAXTER & WOODMAN, INC.	B2 B2 B2	HART/SUNSET DESIGN ENGINEERING CDR LK COMPOSITE EXHIBITS NIPPERSINK DESIGN ENGINEERING	175446 175446 175446	11/13/13 11/13/13 11/13/13	2,957.58 158.23 650.00
			ACCOUNT TOTAL:			3,765.81
15-20-83-88301	ROADWAY IMPROVEMENTS BAXTER & WOODMAN, INC. BAXTER & WOODMAN, INC.	B2 B2	LONG LAKE CONST. ENG. NIPPERSINK CONSTRUCTION ENG.	175446 175446	11/13/13 11/13/13	14,732.71 807.50
			ACCOUNT TOTAL:			15,540.21
			CAPITAL PROJECTS FUND			19,551.02

VILLAGE OF ROUND LAKE
 PAID INVOICES BY ACCOUNT NUMBER
 WATER/SEWER FUND
 ACTIVITY FROM 11/01/2013 TO 11/13/2013

DATE: 11/13/13
 TIME: 14:56:51
 ID: AP4A0000.WOW

ACCOUNT #	ACCOUNT DESCRIPTION VENDOR NAME	VENDOR #	TRANSACTION DESCRIPTION	CHECK #	CHECK DATE	ITEM AMOUNT
50-00-22-22224	EMPL. OPTIONAL AD&D INS. AFLAC	A10	NOVEMBER PREMIUM	175438	11/13/13	70.34
			ACCOUNT TOTAL:			70.34
50-60-71-67108	VISION INSURANCE FIDELITY SECURITY LIFE-EYE MED	F97	NOVEMBER PREMIUM	175468	11/13/13	44.79
			ACCOUNT TOTAL:			44.79
50-60-72-67202	UNIFORMS CUTLER WORKWEAR	C159	WINTER SWEATSHIRTS & JACKETS	175453	11/13/13	654.17
			ACCOUNT TOTAL:			654.17
50-60-72-67204	DUES & MEMBERSHIPS MID-WEST TRUCKERS ASSOCIATION	M79	ANN DRUG & ALCOHOL TESTING	175490	11/13/13	264.00
			ACCOUNT TOTAL:			264.00
50-60-73-77307	ENGINEERING EXPENSES BAXTER & WOODMAN, INC.	B2	FAIRFIELD WTR MAIN EXT, JAWA	175446	11/13/13	1,221.69
			ACCOUNT TOTAL:			1,221.69
50-60-73-77320	CONSULTING SERVICES RUSSELL KRALY	K73	11/01-11/15/13 CONSULTING SERV	175481	11/13/13	487.50
			ACCOUNT TOTAL:			487.50
50-60-74-77428	WATER METERS HD SUPPLY WATERWORKS, LTD. HD SUPPLY WATERWORKS, LTD.	H45 H45	WATER METERS FOR WELL #2 WATER METER TERM-SCREW	175473 175473	11/13/13 11/13/13	2,800.54 165.00
			ACCOUNT TOTAL:			2,965.54
50-60-74-77430	OFFICE SUPPLIES QUILL CORPORATION	Q2	PRINT CARTRIDGE	175500	11/13/13	84.09
			ACCOUNT TOTAL:			84.09
50-60-75-77535	OUTSOURCING WATER BILLS					

VILLAGE OF ROUND LAKE
 PAID INVOICES BY ACCOUNT NUMBER
 WATER/SEWER FUND
 ACTIVITY FROM 11/01/2013 TO 11/13/2013

ACCOUNT #	ACCOUNT DESCRIPTION VENDOR NAME	VENDOR #	TRANSACTION DESCRIPTION	CHECK #	CHECK DATE	ITEM AMOUNT
50-60-75-77535	OUTSOURCING WATER BILLS THE DIRECT RESPONSE RESOURCE	D22	OCTOBER WATER BILLING	175464	11/13/13	1,285.00
			ACCOUNT TOTAL:			1,285.00
50-60-79-77901	B&G MAINTENANCE STEINER ELECTRIC COMPANY	S63	BULBS & BALLASTS PW	175505	11/13/13	110.95
			ACCOUNT TOTAL:			110.95
50-60-79-77903	B&G CONTRACTS CORRPRO COMPANIES, INC.	C41	WATER TWR CATHODIC PROTECTION	175460	11/13/13	1,370.00
			ACCOUNT TOTAL:			1,370.00
50-60-80-88001	EQUIPMENT STEINER ELECTRIC COMPANY STEINER ELECTRIC COMPANY	S63 S63	GENERATOR PARTS GENERATOR PARTS	175505 175505	11/13/13 11/13/13	137.26 452.00
			ACCOUNT TOTAL:			589.26
50-60-81-88101	WATER/SEWER IMPROVEMENTS BAXTER & WOODMAN, INC. BAXTER & WOODMAN, INC. BAXTER & WOODMAN, INC. BAXTER & WOODMAN, INC.	B2 B2 B2 B2	LAKELWOOD. CONST. ENG. PARK AVE. WTR. MAIN CONST. ENG. LINCOLN WTR MAIN CONST.ENG. LAKELWOOD CONST. ENG.	175446 175446 175446 175446	11/13/13 11/13/13 11/13/13 11/13/13	28.01 175.93 14,841.02 42.46
			ACCOUNT TOTAL:			15,087.42
50-60-82-88202	TELEPHONE SERVICE COMCAST CABLE	C156	10/29-11/28/13 INTERNET	175452	11/13/13	22.47
			ACCOUNT TOTAL:			22.47
50-60-82-88206	ELECTRICAL SERVICE COMED MIDAMERICAN ENERGY COMPANY	C0202 M95	09/16-10/16/13 ELECTRIC 09/24-10/23/13 ELECTRIC	175449 175492	11/13/13 11/13/13	670.85 2,744.02
			ACCOUNT TOTAL:			3,414.87
50-60-82-88208	HEATING NICOR GAS NICOR GAS	N7 N7	10/03-11/01/13 HEAT 10/04-11/04/13 HEAT	175495 175495	11/13/13 11/13/13	23.60 47.46
			ACCOUNT TOTAL:			71.06
50-60-82-88210	JAWA EXPENSE					

ACCOUNT #	ACCOUNT DESCRIPTION VENDOR NAME	VENDOR #	TRANSACTION DESCRIPTION	CHECK #	CHECK DATE	ITEM AMOUNT
50-60-82-88210	JAWA EXPENSE CENTRAL LAKE COUNTY	C5	OCTOBER WATER USAGE	175461	11/13/13	81,658.88
			ACCOUNT TOTAL:			81,658.88
50-60-82-88212	LAKE COUNTY SEWER LAKE COUNTY PUBLIC WORKS DEPT	L9	OCTOBER SEWER FEES	175485	11/13/13	89,083.80
			ACCOUNT TOTAL:			89,083.80
50-60-84-88402	GAS & OIL BP	B43	OCTOBER FUEL	175448	11/13/13	1,047.89
			ACCOUNT TOTAL:			1,047.89
50-60-84-88404	VEHICLE REPAIRS A TIRE COUNTY SERVICE A TIRE COUNTY SERVICE A TIRE COUNTY SERVICE A TIRE COUNTY SERVICE ANTIOCH AUTO PARTS BENNY'S SERVICE CENTER, INC. MONROE TRUCK EQUIPMENT, INC.	A1 A1 A1 A1 A107 B42 M61	INSTALL DIESEL FUEL FILTER #54 AXEL SHAFT REPAIR #40 TIRES #51 INSTALL STEERING SHAFT #54 MOUNTING CUP, RED LAMPS OCTOBER SAFETY STICKERS HYDRAULIC TANK BRACKETS #50	175437 175437 175437 175437 175439 175447 175489	11/13/13 11/13/13 11/13/13 11/13/13 11/13/13 11/13/13 11/13/13	118.41 684.74 658.80 224.26 329.06 35.25 19.06
			ACCOUNT TOTAL:			2,069.58
50-60-84-88405	EQUIPMENT REPAIRS MIDWEST HOSE AND FITTINGS, INC	M101	BACKHOE REPAIR PARTS	175486	11/13/13	28.25
			ACCOUNT TOTAL:			28.25
50-60-91-99107	IT MAINTENANCE BAXTER & WOODMAN, INC.	B2	CDR LK/NIPP PUMP STATION ISSUE	175446	11/13/13	1,118.65
			ACCOUNT TOTAL:			1,118.65
50-60-92-99204	REPAIR TO WATER LINES MID AMERICAN WATER OF WAUCONDA	M25	WATER MAIN REPAIR PARTS	175488	11/13/13	645.49
			ACCOUNT TOTAL:			645.49
50-60-92-99206	REPAIRS PUMPS / TELEMET HT STRENGER INC.	H98	LIFT STATION PUMPS (2)	175474	11/13/13	6,609.00
			ACCOUNT TOTAL:			6,609.00
50-60-92-99208	REPAIRS TO LIFT STATIONS					

WATER/SEWER FUND
 ACTIVITY FROM 11/01/2013 TO 11/13/2013

ACCOUNT #	ACCOUNT DESCRIPTION VENDOR NAME	VENDOR #	TRANSACTION DESCRIPTION	CHECK #	CHECK DATE	ITEM AMOUNT
10-60-92-99208	REPAIRS TO LIFT STATIONS					
	ANTILOCH AUTO PARTS	A107	BATTERY FOR GENERATOR	175439	11/13/13	110.49
	ACE HARDWARE	A4	LIFT STATION REPAIR PARTS	175442	11/13/13	189.36
	GARNET MIDWEST INC.	G107	LIFT STATION PUMP SEAL REPAIR	175469	11/13/13	243.00
	GRAINGER, INC.	G9	REPAIR PART FOR LIFT STATION	175471	11/13/13	45.99
	NORTHWEST ELECTRICAL SUPPLY	N39	GENERATOR PARTS	175494	11/13/13	21.24
	NORTHWEST ELECTRICAL SUPPLY	N39	LIFT STATION REPAIR PARTS	175494	11/13/13	74.43
			ACCOUNT TOTAL:			684.51

WATER/SEWER FUND
 210,689.20

VEHICLE REPLACEMENT FUND
ACTIVITY FROM 11/01/2013 TO 11/13/2013

ACCOUNT #	ACCOUNT DESCRIPTION VENDOR NAME	VENDOR #	TRANSACTION DESCRIPTION	CHECK #	CHECK DATE	ITEM AMOUNT
50-60-80-88004	VEHICLES MARK S. KILARSKI BOB RIDINGS FLEET SALES	K31 B152	GAS REIMB. PICK UP NEW TRUCK 2014 F-550 DUMP TRUCK CHASSIS	175478 175379	11/13/13 11/01/13	177.42 42,099.00
			ACCOUNT TOTAL:			42,276.42
			VEHICLE REPLACEMENT FUND			42,276.42

ACCOUNT #	ACCOUNT DESCRIPTION VENDOR NAME	VENDOR #	TRANSACTION DESCRIPTION	CHECK #	CHECK DATE	ITEM AMOUNT
1-20-91-99117	IT EQUIPMENT INFORMITY NETWORK	I203	50% DOWN PYMT PHONE SYSTEM	175249	11/01/13	16,607.45
			ACCOUNT TOTAL:			16,607.45
			TECHNOLOGY REPLACEMENT			16,607.45

BUILDERS ESCROW
 ACTIVITY FROM 11/01/2013 TO 11/13/2013

ACCOUNT #	ACCOUNT DESCRIPTION VENDOR NAME	VENDOR #	TRANSACTION DESCRIPTION	CHECK #	CHECK DATE	ITEM AMOUNT
13-00-24-22455	PERMIT BONDS WALTER KAWALEC MATRIX BASEMENT SYSTEMS, INC.	K96 M146	CASH BOND REFUND CASH BOND REFUND	175482 175487	11/13/13 11/13/13	250.00 250.00
	ACCOUNT TOTAL:					500.00
	BUILDERS ESCROW					500.00

FINAL TOTALS
ACTIVITY FROM 11/01/2013 TO 11/13/2013

GENERAL FUND	130,936.70
MOTOR FUEL TAX FUND	9,313.31
CAPITAL PROJECTS FUND	19,551.02
WATER/SEWER FUND	210,689.20
VEHICLE REPLACEMENT FUND	42,276.42
TECHNOLOGY REPLACEMENT	16,607.45
BUILDERS ESCROW	500.00
GRAND TOTAL	429,874.10

VILLAGE OF ROUND LAKE

THE PRESIDENT AND BOARD OF TRUSTEES OF

THE VILLAGE OF ROUND LAKE

APPROVES THE PAYMENT OF PAYROLL

FOR THE PERIOD ENDING NOVEMBER 3, 2013

IN THE AMOUNT OF \$113,033.41

Daniel A. MacGillis, Village President

ATTEST:

Patricia C. Blauvelt, Village Clerk

Dated: November 18, 2013

FOR CHECK DATES 11/07/2013 TO 11/07/2013

Administration

EMPL. #	NAME	CODE	EARNINGS		TOTAL	TAXES		DEDUCTIONS		EMPLOYER	EMPLOYEE	EMPLOYER
			PAY RATE	HOURS		EMPLOYEE	EMPLOYEE	EMPLOYEE	EMPLOYEE			
REG			369.750	10,611.89	FED	1,194.65	DD1	7,606.81	IMR	509.57		1,352.09
CMP			1.000	30.71	FICA	685.92	GW	250.00	DEA	17.62		
VAC			21.250	476.39	MEDIC	160.42	HSA	75.00	HFA	158.42		
FLH			8.000	204.98	STATE	490.76	ICM	165.00	VFA	2.20		
									DSA	7.60		

GRAND TOTALS:

TOTAL FICA EMPLOYEE WAGES: 11,063.13 TOTAL EMPLOYER FICA: 685.92
 TOTAL MEDICARE EMPLOYEE WAGES: 11,063.13 TOTAL EMPLOYER MEDICARE: 160.42
 TOTAL FEDERAL EMPLOYEE WAGES: 10,138.56 TOTAL EMPLOYER PENSION: 1,352.09
 TOTAL STATE EMPLOYEE WAGES: 10,138.56
 TOTAL PENSION EMPLOYEE WAGES: 11,323.97

GROSS PAY: TOTAL NUMBER OF EMPLOYEES: 5
 TOTAL DEDUCTIONS: 11,323.97 NET PAY: \$0.00

Police

FOR CHECK DATES 11/07/2013 TO 11/07/2013

EMPL. #	NAME	CODE	EARNINGS		TOTAL	TAXES		DEDUCTIONS		EMPLOYER	EMPLOYEE	EMPLOYER
			PAY RATE	HOURS		EMPLOYEE	EMPLOYER	EMPLOYEE	EMPLOYER			
REG			1,902.000		61,263.22	FED	7,757.06	AF2	215.24	IMR	316.65	840.19
SIC			46.500		1,606.32	FICA	4,341.53	DD1	34,946.34	DSP	15.20	
CMF			61.250		2,083.09	MEDIC	1,015.35	DD2	2,991.57	FSP	134.34	
PO			36.000		1,850.89	STATE	3,119.43	AF1	42.29	VFP	6.60	
VAC			125.000		4,269.13			GW	350.00	POL	6,146.43	
OIC			4.000		134.59			MAP	330.00	DFP	123.34	
FTO			10.000		327.39			PLI	54.45	HFP	475.26	
DAR			1.000		32.41			HSA	100.00	VSP	3.06	
INS			1.000		246.46			ICM	735.00	FPF	970.12	
FLH			12.000		289.76			DD3	1,806.99	DCP	27.33	
								CS4	203.00	HCP	70.67	
										VCP	2.26	
										PCP	108.20	

GRAND TOTALS:

TOTAL FICA EMPLOYEE WAGES: 70,024.59
 TOTAL MEDICARE EMPLOYEE WAGES: 70,024.59
 TOTAL FEDERAL EMPLOYEE WAGES: 62,476.51
 TOTAL STATE EMPLOYEE WAGES: 62,476.51
 TOTAL PENSION EMPLOYEE WAGES: 69,059.09

TOTAL EMPLOYER FICA: 4,341.53
 TOTAL EMPLOYER MEDICARE: 1,015.35
 TOTAL EMPLOYER PENSION: 840.19

GROSS PAY: \$72,103.26
 TOTAL DEDUCTIONS: 66,407.71
 NET PAY: \$5,695.55

FOR CHECK DATES 11/07/2013 TO 11/07/2013

Public Works

EMPL. #	NAME	CODE	PAY RATE	HOURS	EARNINGS	TAXES		DEDUCTIONS		PENSION/INSUR	EMPLOYER
						EMPLOYEE	EMPLOYER	EMPLOYEE	EMPLOYER		
REG					768.000	2,533.37	1,383.86	43.98	1,034.29		2,744.30
OT					50.000	1,383.86	1,383.86	320.00	22.80		
SIC					40.000	323.64	323.64	91.25	87.75		
OC					14.000	1,032.15		8.00	2.04		
VAC					16.000			12,826.69	52.86		
								1,236.02	485.06		
								10.72	6.60		
								26.36	108.20		
									158.42		

TOTAL FICA EMPLOYEE WAGES: 22,320.43
 TOTAL MEDICARE EMPLOYEE WAGES: 22,320.43
 TOTAL FEDERAL EMPLOYEE WAGES: 20,966.14
 TOTAL STATE EMPLOYEE WAGES: 20,966.14
 TOTAL PENSION EMPLOYEE WAGES: 22,984.02
 TOTAL EMPLOYER FICA: 1,383.86
 TOTAL EMPLOYER MEDICARE: 323.64
 TOTAL EMPLOYER PENSION: 2,744.30

GROSS PAY: \$23,379.39
 TOTAL DEDUCTIONS: 11
 NET PAY: \$21,794.06
 NET PAY: \$1,585.33

Building

FOR CHECK DATES 11/07/2013 TO 11/07/2013

EMPL. #	NAME	EARNINGS			TOTAL	TAXES			DEDUCTIONS					
		CODE	PAY RATE	HOURS		EMPLOYEE	EMPLOYER	CODE	EMPLOYEE	EMPLOYER	EMPLOYEE	EMPLOYER		
REG			191.000		4,817.38	FED	798.19		DD1	4,088.06	IMR	280.20		
SIC			32.000		861.47	FICA	368.04		AF1	28.25	DFB	17.62		
VAC			17.000		464.80	MEDIC	86.08		PLI	36.86	FFB	242.53		
OT			2.000		83.14	STATE	278.76				VFB	2.20		
TOTAL FICA EMPLOYEE WAGES:					5,936.19	TOTAL EMPLOYER FICA:					368.04			
TOTAL MEDICARE EMPLOYEE WAGES:					5,936.19	TOTAL EMPLOYER MEDICARE:					86.08			
TOTAL FEDERAL EMPLOYEE WAGES:					5,655.99	TOTAL EMPLOYER PENSION:					743.48			
TOTAL STATE EMPLOYEE WAGES:					5,655.99									
TOTAL PENSION EMPLOYEE WAGES:					6,226.79									

GROSS PAY: TOTAL NUMBER OF EMPLOYEES: 3
 \$6,226.79 TOTAL DEDUCTIONS: 6,226.79 NET PAY: \$0.00

ORDINANCE NO. _____

AN ORDINANCE OF THE VILLAGE OF _____, LAKE COUNTY, ILLINOIS, AUTHORIZING AN AMENDED CENTRAL LAKE COUNTY JOINT ACTION WATER AGENCY AGREEMENT, AUTHORIZING A FIRST COMPREHENSIVE AMENDMENT AND RESTATEMENT TO THE WATER PURCHASE AND SALE CONTRACT BETWEEN CENTRAL LAKE COUNTY JOINT ACTION WATER AGENCY AND CHARTER MEMBERS, AND FURTHER CONSENTING TO THE ADMISSION OF ADDITIONAL MEMBERS AND SERVICE AREAS PURSUANT TO AN ADMISSIONS AGREEMENT TO THE CENTRAL LAKE COUNTY JOINT ACTION WATER AGENCY, AND AUTHORIZING ALL NECESSARY ACTS IN THE APPROVAL, EXECUTION AND DELIVERY OF SUCH DOCUMENTS

WHEREAS, the Village of _____, Lake County, Illinois (the "*Village*") is a municipality owning and operating a municipal water system which provides water to its retail customers;

WHEREAS, the Village is a Charter Member of the Central Lake County Joint Action Water Agency (the "*Agency*") pursuant to the existing Agreement establishing the Agency (the "*Existing Agency Agreement*");

WHEREAS, the Agency supplies potable water from Lake Michigan to the Village and to certain other municipal customers and members, including The County of Lake (the "*County*") insofar as it currently supplies Lake Michigan water to certain service areas (the "*Charter Members*") pursuant to the existing Water Purchase and Sale Contract between the Agency and such Charter Members (the "*Existing Water Contract*");

WHEREAS, the Agency has proposed certain amendments to the Existing Agency Agreement, and a comprehensive restatement to the Existing Water Contract to enable the Agency to efficiently and economically continue its services to the Charter Customers and Additional Members into the future;

WHEREAS, the Agency has further proposed, subject to certain terms and conditions of an Admissions Agreement to the Central Lake County Joint Action Water Agency (the "*Admissions Agreement*"), to admit the Villages of Lake Villa and Lindenhurst, Lake County, Illinois, as members of the Agency and also to allow two additional service areas of the County to be served, and to provide Lake Michigan water to such Villages and additional service areas;

WHEREAS, the President and Board of Trustees of the Village (the "*Corporate Authorities*") have considered these matters and find it advisable, in order to assure an economic and reliable supply of Lake Michigan Water now and for a term of 40 years into the future, to authorize and approve the proposed amendments, restatement, and admissions as described above;

WHEREAS, the form of the Amended Central Lake County Joint Action Water Agency Agreement (the "*Amended Agency Agreement*") has been presented to the Corporate Authorities and is attached hereto as *Exhibit A*;

WHEREAS, the form of the First Comprehensive Amendment and Restatement to the Water Purchase and Sale Contract between the Agency and its Charter Members (the "*Restated Water Contract*") has been presented to the Corporate Authorities and is attached hereto as *Exhibit B*;

WHEREAS, the form of the Admissions Agreement has been presented to the Corporate Authorities and is attached hereto as *Exhibit C*; and

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF _____, LAKE COUNTY, ILLINOIS, AS FOLLOWS:

Section 1. Recitals. The findings and determinations set forth in the preambles to this Ordinance are hereby made findings and determinations of the Corporate Authorities of the Village and are incorporated into the body of this Ordinance by reference.

Section 2. Approval of Amended Agency Agreement. The Village hereby approves the Amended Agency Agreement in the form attached hereto as *Exhibit A* and agrees to be bound by the terms and conditions of the Amended Agency Agreement.

Section 3. Approval of Restated Water Contract. The Village hereby approves the Restated Water Contract in the form attached hereto as *Exhibit B* and agrees to be bound by the terms and conditions of the Restated Water Contract.

Section 4. Approval of Admission of Members and Service Areas. The Village hereby consents to the admission of the Villages of Lake Villa and Lindenhurst, Lake County, Illinois, as members of the Agency and also to the admission of two additional service areas of The County of Lake, and to provide Lake Michigan water to such Villages and additional service areas of the County pursuant to the Admissions Agreement in the form attached hereto as *Exhibit C*, and to be bound by the terms and conditions of the Admissions Agreement.

Section 5. Ratification. Any and all prior action taken by the Corporate Authorities, the President, the Village Clerk and other Village officials in connection with the Amended Agency Agreement, the Restated Water Contract, and the Admissions Agreement is hereby ratified, confirmed and approved.

Section 6. Authority to Execute and File with Agency. By this Ordinance, the President of the Village is hereby authorized and directed to execute and deliver and the Village Clerk is hereby authorized to attest and seal the Amended Agency Agreement and the Restated Water Contract. In addition, the Village Clerk is hereby authorized and directed to promptly file a certified copy of this Ordinance with the Secretary of the Agency, along with executed copies of the Amended Agency Agreement and the Restated Water Contract.

Section 7. Publication. A full, true and complete copy of this Ordinance shall be published within two days after passage and approval in pamphlet form by authority of the Corporate Authorities.

Section 8. Severability. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

Section 9. Superseder; Effective Date. All ordinances, resolutions and orders, or parts thereof, in conflict with this Ordinance are, to the extent of such conflict, hereby superseded; and this Ordinance shall be in full force and effect immediately upon its passage, approval and publication.

AYES: _____

NAYS: _____

ABSENT: _____

ADOPTED: _____, 2013

APPROVED: _____, 2013

President

Recorded in Village Records: _____, 2013.

Published in pamphlet form by authority of the President and Board of Trustees of the Village of _____, Lake County, Illinois at _____ .m. on _____ 2013.

ATTEST:

Village Clerk

HK26185165_v3

EXTRACT OF MINUTES of a _____ public meeting of the President and Board of Trustees of the Village of _____, Lake County, Illinois, held in the _____ in said Village, located at _____, Lake County, Illinois, at __:00 __.m., on the ____ day of _____ 2013.

The President called the meeting to order and directed the Village Clerk of the Village to call the roll.

Upon the roll being called, the President and the following Trustees, all of whom were physically present at such place and time, answered present: _____

The following Trustees were allowed by a majority of the Board of Trustees in accordance with and to the extent allowed by rules adopted by the President and Board of Trustees to attend the meeting by video or audio conference: _____

No Trustee was denied permission to attend the meeting by video or audio conference.

The following Trustees were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

There being a quorum present, the President and Board of Trustees conducted various business.

The President and Board of Trustees then discussed a proposed Comprehensive Amendment to the Agency Agreement with the Central Lake County Joint Action Water Agency, in which the Village is a Charter Member, a First Comprehensive Restated Water Purchase and Sale Contract between the Village and said Agency, and, further, Village consent to the admission of the Villages of Lake Villa and Lindenhurst, Lake County, Illinois, as members of the Agency, to the providing of Lake Michigan water to said villages, and also to the providing of water service in two additional service areas of The County of Lake, pursuant to the Admissions Agreement a proposed form, and considered an ordinance authorizing the Village to approve or, as applicable, enter into and be bound by the terms and conditions of said documents.

Thereupon, an ordinance was presented, entitled:

AN ORDINANCE OF THE VILLAGE OF _____, LAKE COUNTY, ILLINOIS, AUTHORIZING AN AMENDED CENTRAL LAKE COUNTY JOINT ACTION WATER AGENCY AGREEMENT, AUTHORIZING A FIRST COMPREHENSIVE AMENDMENT AND RESTATEMENT TO THE WATER PURCHASE AND SALE CONTRACT BETWEEN CENTRAL LAKE COUNTY JOINT ACTION WATER AGENCY AND CHARTER MEMBERS, AND FURTHER CONSENTING TO THE ADMISSION OF ADDITIONAL MEMBERS AND SERVICE AREAS PURSUANT TO AN ADMISSIONS AGREEMENT TO THE CENTRAL LAKE COUNTY JOINT ACTION WATER AGENCY, AND AUTHORIZING ALL NECESSARY ACTS IN THE APPROVAL, EXECUTION AND DELIVERY OF SUCH DOCUMENTS

A copy of such ordinance was laid on the desk before each Trustee. Thereupon, Trustee _____ moved and Trustee _____ seconded the motion that said ordinance as presented be adopted.

During discussion, Trustee _____, gave a brief public recital of the nature of the ordinance before the President and Board of Trustees, including a public reading of its title and a brief section-by-section review. After a full and complete discussion thereof, the

President directed that the roll be called for a vote upon the motion to adopt the ordinance as read.

Upon the roll being called, the following Trustees voted

AYE: _____

NAY: _____

ABSENT: _____

Whereupon the President declared the motion carried and the ordinance adopted and did direct the Village Clerk to record the same in full in the records of the President and Board of Trustees of the Village.

Other business was duly transacted at said meeting.

Upon motion duly made and seconded, the meeting was adjourned.

Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

CERTIFICATION OF AGENDA, ORDINANCE AND MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of _____, Lake County, Illinois (the "*Village*"), and as such officer I am the keeper of the books, records, files and journal of proceedings of the Village and of the President and Board of Trustees (the "*Corporate Authorities*") thereof.

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the legally convened meeting (the "*Meeting*") of the Corporate Authorities held on ____ day of _____ 2013, insofar as same relates to the adoption of an ordinance numbered and entitled:

ORDINANCE NUMBER _____

AN ORDINANCE OF THE VILLAGE OF _____, LAKE COUNTY, ILLINOIS, AUTHORIZING AN AMENDED CENTRAL LAKE COUNTY JOINT ACTION WATER AGENCY AGREEMENT, AUTHORIZING A FIRST COMPREHENSIVE AMENDMENT AND RESTATEMENT TO THE WATER PURCHASE AND SALE CONTRACT BETWEEN CENTRAL LAKE COUNTY JOINT ACTION WATER AGENCY AND CHARTER MEMBERS, AND FURTHER CONSENTING TO THE ADMISSION OF ADDITIONAL MEMBERS AND SERVICE AREAS PURSUANT TO AN ADMISSIONS AGREEMENT TO THE CENTRAL LAKE COUNTY JOINT ACTION WATER AGENCY, AND AUTHORIZING ALL NECESSARY ACTS IN THE APPROVAL, EXECUTION AND DELIVERY OF SUCH DOCUMENTS

(the "*Ordinance*") a true, correct and complete copy of which Ordinance as adopted at said meeting is attached to this Certificate.

I do further certify that the deliberations of the Corporate Authorities on the adoption of the Ordinance were taken openly; that the vote on the adoption of the Ordinance was taken openly; that the Meeting was held at a specified time and place convenient to the public; that

notice of the Meeting was duly given to all of the news media requesting such notice; that an agenda (the “*Agenda*”) for the Meeting was posted at the location where the Meeting was held and at the principal offices of the Corporate Authorities (both of such locations being _____ in the Village) at least 48 hours in advance of the Meeting and, also, on a day which was not a Saturday, Sunday or legal holiday for Illinois municipalities, and remained continuously posted until the time of the adjournment of the Meeting; that the Agenda contained a separate specific item relating to the adoption of the Ordinance; that a *true, correct and complete copy of the Agenda as so posted is attached to this Certificate*; that the Meeting was called and held in strict accordance with the provisions of the Illinois Village Code, as amended; and the Open Meetings Act of the State of Illinois, as amended; and that the Corporate Authorities have complied with all of the applicable provisions of said Code and said Act and their own procedural rules in the adoption of the Ordinance.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and the seal of the Village this ____ day of _____ 2013.

Village Clerk

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

CERTIFICATE OF PUBLICATION IN PAMPHLET FORM

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of _____, Lake County, Illinois (the “*Village*”), and as such official I am the keeper of the official journal of proceedings, books, records, minutes, and files of the Village and of the President and Board of Trustees (the “*Corporate Authorities*”) of the Village.

I do further certify that on the ____ day of _____ 2013 there was published in pamphlet form, by authority of the Corporate Authorities, a true, correct and complete copy of Ordinance Number _____ of the Village entitled:

AN ORDINANCE OF THE VILLAGE OF _____, LAKE COUNTY, ILLINOIS, AUTHORIZING AN AMENDED CENTRAL LAKE COUNTY JOINT ACTION WATER AGENCY AGREEMENT, AUTHORIZING A FIRST COMPREHENSIVE AMENDMENT AND RESTATEMENT TO THE WATER PURCHASE AND SALE CONTRACT BETWEEN CENTRAL LAKE COUNTY JOINT ACTION WATER AGENCY AND CHARTER MEMBERS, AND FURTHER CONSENTING TO THE ADMISSION OF ADDITIONAL MEMBERS AND SERVICE AREAS PURSUANT TO AN ADMISSIONS AGREEMENT TO THE CENTRAL LAKE COUNTY JOINT ACTION WATER AGENCY, AND AUTHORIZING ALL NECESSARY ACTS IN THE APPROVAL, EXECUTION AND DELIVERY OF SUCH DOCUMENTS

as adopted the ____ day of _____ 2013, and that the ordinance as so published was on that date readily available for public inspection and distribution, in sufficient number so as to meet the needs of the general public, at my office as Village Clerk located in the Village.

IN WITNESS WHEREOF, I have affixed hereto my official signature and the seal of the Village this ____ day of _____ 2013.

Village Clerk

[SEAL]

**Use this certificate if the Agreement is approved
at a special meeting of the Village's Corporate Authorities.*

STATE OF ILLINOIS)
)
COUNTY OF LAKE)

SPECIAL MEETING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of _____, Lake County, Illinois (the "*Village*"), and as such official I am the keeper of the books, records, files, and seal of the Village and of the President and Board of Trustees (the "*Corporate Authorities*"), and I do further certify as follows:

1. On the ____ day of _____ 2013, a special meeting (the "*Special Meeting*") of the Corporate Authorities was called for the ____ day of _____ 2013, by the President or any three (3) Trustees of the Corporate Authorities by giving notice thereof, in accordance with the laws of the State of Illinois and the procedures of the Corporate Authorities providing for the call and notice of special meetings (the "*Corporate Authorities' Notice*").

2. The Corporate Authorities' Notice, including the agenda for the Special Meeting, was served upon all of the members of the Corporate Authorities (Trustees and President) by _____ (the same being the manner in which the Corporate Authorities' Notice was served, *e.g.*, personal service or mail), on or before the hour of _____.m., on the ____ day of _____ 2013, not less than forty-eight (48) hours before the Special Meeting.

3. Each of the following named news media:

Here please list the names of the news media indicated.

the same being all of the news media that have filed a request for such notice (the "Media") as specified in the Open Meetings Act of the State of Illinois, as amended (the "Meetings Act"), were also given the Corporate Authorities' Notice in the same manner as was given to said members of the Corporate Authorities.

4. Attached hereto as *Exhibit A* is a true, correct and complete copy of the Corporate Authorities' Notice.

5. On the ____ day of _____ 2013, on or before hour of _____.m., being a date and time not less than 48 hours before the Meeting and also *not* being a date which was a Saturday, a Sunday, or a legal holiday in the State of Illinois, public notice of the Special Meeting, stating the time and place of, and including the agenda for, the Special Meeting, was posted at the Village Hall, located at _____, _____, Illinois, in the corporate limits of the Village, the same being both the place of the holding of the Special Meeting and the principal offices of the Corporate Authorities (the "Public Notice"). On or before the aforesaid day and hour of posting, the Public Notice was also supplied to the Media. The Public Notice remained continuously so posted until a time not earlier than the adjournment of the Special Meeting.

6. That attached hereto as *Exhibit B* is a true, correct and complete copy of the Public Notice.

7. The Special Meeting was duly called, noticed and held in strict compliance with all of the provisions of the Illinois Municipal Code, as amended, the Open Meetings Act and the ordinances, resolutions, rules, regulations, by-laws and procedures of the Corporate Authorities.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Village of _____, Lake County, Illinois, this ____ day of _____ 2013.

Village Clerk

[SEAL]

Attachments: Board Notice and Public Notice

**VILLAGE LETTERHEAD
NOTICE OF SPECIAL MEETING OF
THE BOARD OF TRUSTEES OF
VILLAGE OF _____, LAKE COUNTY, ILLINOIS**

PUBLIC NOTICE IS HEREBY GIVEN that the Board of Trustees of Village of _____, Lake County, Illinois (the "*Village*") will hold a special meeting on the ____ day of _____ 2013, at ____ o'clock __.M., at Village Hall, located at _____, Lake County, Illinois.

The Agenda for the Meeting is as follows:

**[INSERT THE AGENDA FOR THE MEETING HERE
INCLUDING AT LEAST THE FOLLOWING ITEMS]**

1. AN ORDINANCE OF THE VILLAGE OF _____, LAKE COUNTY, ILLINOIS, AUTHORIZING AN AMENDED CENTRAL LAKE COUNTY JOINT ACTION WATER AGENCY AGREEMENT, AUTHORIZING A FIRST COMPREHENSIVE AMENDMENT AND RESTATEMENT TO THE WATER PURCHASE AND SALE CONTRACT BETWEEN CENTRAL LAKE COUNTY JOINT ACTION WATER AGENCY AND CHARTER MEMBERS, AND FURTHER CONSENTING TO THE ADMISSION OF ADDITIONAL MEMBERS AND SERVICE AREAS PURSUANT TO AN ADMISSIONS AGREEMENT TO THE CENTRAL LAKE COUNTY JOINT ACTION WATER AGENCY, AND AUTHORIZING ALL NECESSARY ACTS IN THE APPROVAL, EXECUTION AND DELIVERY OF SUCH DOCUMENTS

[Insert Other New Business Here]

DATED the ____ day of _____ 2013.

Village Clerk
Village of _____,
Lake County, Illinois

Exh. A.

EXHIBIT A
AMENDED
CENTRAL LAKE COUNTY JOINT ACTION
WATER AGENCY AGREEMENT

THIS **AMENDED** AGREEMENT is entered into by and among the following units of government – **The County of Lake, Village of Grayslake, Village of Gurnee, Village of Lake Bluff, Village of Mundelein, and Village of Libertyville, Village of Round Lake, Village of Round Lake Beach and Consortium of the Village of Round Lake Heights and Round Lake Park** which execute this Agreement on or before its effective date.

WITNESSETH:

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois authorizes units of local government to contract and associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, under that Constitutional provision participating units of local government may use their credit, revenues, and other resources to pay costs and to service debt related to intergovernmental activities; and

WHEREAS, the Intergovernmental Cooperation Act, as amended (~~Ill. Rev. Stat., Ch. 127, §741-5~~ **ILCS 220, et seq.**), also authorizes units of local government to exercise and enjoy jointly their powers, privileges or authority, and to enter into intergovernmental agreements for that purpose; and

WHEREAS, ~~5 ILCS 220/3.1 grants the Illinois Legislature has passed and the Governor of Illinois as signed S.B. 1153 and H.B. 2199 granting~~ certain additional powers to a joint action water agency; and

WHEREAS, the Intergovernmental Cooperation Act, as amended, authorizes any two or more governmental units to establish by intergovernmental agreement, a Joint Action Water Agency to provide adequate supplies of water on an economical and

efficient basis for members, and for the agency to be itself a municipal corporation and public body politic and corporate; and

WHEREAS, the governmental units which are a member to this Agreement have determined that they are in need of additional assured supplies of water and they desire to obtain Lake Michigan water; and

WHEREAS, it is necessary for purposes of economy and adequacy of water supply that the governmental units which are a party to this Agreement jointly provide and operate a joint waterworks and/or water supply system to obtain Lake Michigan water for the use of the respective governmental units; and

WHEREAS, the governmental units which are a party to this Agreement have determined that it is necessary and in their best interests to establish a Joint Action Water Agency in order to provide adequate supplies of water on an economical and efficient basis for the Members individually, including without limitation to provide joint waterworks and/or water supply system to obtain Lake Michigan water for use as provided in this Agreement:

WHEREAS, the governmental units desire to amend the Agreement which was entered into in 1986;

NOW, THEREFORE, THE GOVERNMENTAL UNITS LISTED ABOVE AGREE AS FOLLOWS:

SECTION 1. Definitions. For the purposes of this Agreement each of the following words and phrases shall have the meaning set forth following the word or phrase, unless the context clearly indicates a different meaning.

- (a) The word "Act" shall mean the Intergovernmental Cooperation Act (5 ILCS 220III. Rev. Stat., Ch. 127, §741 et seq.), as it has been and as it may be amended from time to time.
- (b) The phrase "Additional Member" shall mean any City or village which becomes a member of the Agency pursuant to this Agreement, other than an Original Member. An Original Member which withdraws from the Agency pursuant to this Agreement may, however, become a member of the Agency again in the manner provided for Additional Members.

- (c) The word "Agency" shall mean the Central Lake County Joint Action Water Agency established by this Agreement and Admissions Agreement.
- (d) The phrase "Board of Directors" shall mean the Board of Directors of the Agency.
- (e) The word "By-Laws" shall mean By-Laws of the Agency as adopted and as amended from time to time by the Board of Directors.
- (f) The phrase "Executive Committee" shall mean the Executive Committee of the Agency.
- (g) The word "Members" shall mean all governmental units which are Original Members or which become Additional Members of the Agency pursuant to this Agreement. The word "Members" does not, however, include governmental units which, pursuant to this Agreement, shall have withdrawn from the Agency. The word "Member" shall mean one of the Members. The Agency may admit more than one municipality as a single Member through the creation of a consortium.
- (h) The phrase "Original Members" shall mean the governmental units listed on page 1 of this Agreement which governmental units approve and execute this Agreement on or before its effective date.
- (i) The word "Participant" shall mean any person, corporation, or Public Agency which shall enter into an agreement with the Agency pursuant to Section 6 of this Agreement to participate in activities of the Agency.
- (j) The phrase "Public Agency" shall mean the State of Illinois, any agency of the State, and any units of local government as defined in the Illinois Constitution of 1970 including, without limitation, any city, village, water district, water commission or joint action water agency.
- (k) The word "System" shall mean the waterworks and/or water supply system of the Agency.

Section 2. Establishment. A Joint Action Water Agency is established by this intergovernmental agreement among the governmental units. The corporate name of the Agency so established is the "Central Lake County Joint Action Water Agency." The Agency shall be a municipal corporation and a public body politic and corporate.

Section 3. Purposes. The Agency is established for the purpose of providing adequate supplies of water on an economical and efficient basis for the Members, all as provided in this Agreement. In order to reduce the cost of providing water for the Members, the Agency may also provide water for other persons, including, without limitation, Participants, all as provided in this Agreement.

Section 4. Duration. The Agency shall have perpetual duration unless dissolved and terminated as provided in Section 7 of this Agreement.

Section 5. Membership.

(a) The members of the Agency shall be the Original Members, plus any Additional Members, excluding, however, any Original Members, or Additional Members which shall have withdrawn from the Agency pursuant to this Agreement.

(b) Any Illinois city, village or other governmental unit which is not an Original Member of the Agency and Original Member which shall have withdrawn from the Agency as provided in this Agreement, may join the Agency as an Additional Member upon the adoption of an ordinance by the corporate authorities of the joining governmental unit determining so to become a member and upon the consent of the Board of Directors and of all of the then Members. The consent of each such Member shall be effected by an ordinance adopted by the corporate authorities of the consenting governmental unit, a certified copy of which shall be filed with the Secretary of the Agency. The Board of Directors of the Agency may establish any reasonable conditions with respect to any governmental unit becoming an Additional Member. These conditions may include, without limitation, the making of a capital contribution to the Agency and the assumption of all or a portion of contracts, debts and obligations of the Agency.

(c) Promptly upon any governmental unit becoming an additional member, that fact shall be certified by the Secretary of the Agency to the Secretary of State of Illinois.

Section 6. Participants. The Agency may enter into agreements with any person, corporation or Public Agency which is a water supplier to participate in activities of the Agency. Each Agreement with such a Participant shall contain provisions governing all aspects of such person's participation, including without limitation, the rights and obligations of the Participant with respect to any required capital contribution and sharing of costs and liabilities. Any such agreement may provide for a participant to appoint a delegate to participate in the meetings of the Board of Directors and the Executive Committee of the Agency, but a participant and its delegate shall have no voting privileges. No such agreement with a Participant shall become effective unless and until the corporate authorities of each Member shall have approved the agreement by an ordinance, a certified copy of which shall have been filed with the Secretary of the Agency.

Section 7. Withdrawal, Termination and Dissolution.

(a) Any Member may at any time withdraw as a member of the Agency but only upon the consent of the Board of Directors and upon the consent of each other Member~~s.~~ ~~Any Member may withdraw as a member of the Agency without the consent of the Board of Directors or of other Members, but any such withdrawal without such consents shall be made only prior to the date on which the Board of Directors authorizes the execution of water supply contracts or the issuance of bonds, whichever is earlier, for a joint waterworks and/or water supply system for the Agency. The Member requesting withdrawal shall not vote on this request for withdrawal.~~ Such withdrawal by a member with ~~or without~~ the consent of the other members shall be conditioned upon the payment of its pro rata share of financial obligations incurred by the Agency to the date of said withdrawal ~~and other conditions.~~

~~A(b) When any Member shall~~may withdraw pursuant to paragraph (a) of this Section, ~~the Agency shall file~~ with the Secretary of the Agency a certified copy of ~~an~~the ordinance of the ~~Agency permitting withdrawal.~~ Any consent by any Member to

withdrawal by any other Member shall be made only by filing with the Secretary of the Agency a certified copy of an ordinance so consenting to the withdrawal.

(c) Upon the withdrawal of one or more Members so as to reduce the number of Members to less than ~~five~~three, the Agency may be dissolved and terminated. Upon the filing with the Secretary of the Agency of certified copies of ordinances of the majority of Members determining to dissolve and terminate the Agency, then the Agency shall be so dissolved and terminated. If the number of members is reduced to two, a vote of either member to dissolve shall be sufficient to dissolve the Agency.

(d) Promptly upon any Member withdrawing from the Agency, or upon action having been taken to dissolve and terminate the agency, that fact shall be submitted by the Secretary of the Agency to the Secretary of State of Illinois.

(e) Notwithstanding any provision of this Agreement, while and as long as any bonds or notes of the Agency are outstanding and unpaid, the Agency shall not terminate and dissolve in whole or in part.

Section 8. Powers.

(a) The Agency shall have the following powers, in addition to any powers set forth elsewhere in the Agreement:

- (i) To sue or be sued;
- (ii) To apply for and accept gifts or grants or loans of funds or property or financial or other aid from any public agency or private entity;
- (iii) To invest available funds;
- (iv) To employ agents and employees and to retain attorneys, engineers and such other consultants as the Board of Directors shall determine;
- (v) To acquire, hold, sell, lease, as lessor or lessee, transfer or (subject to paragraph (a) of Section 10 of this Agreement) dispose of real or personal property, or interests in property, as it deems appropriate, which property may be located within or without the corporate limits of any Municipality and to provide for the use of any such property by any Member or Participant;
- (vi) To plan, construct, improve, extend, finance (including the issuance of revenue bonds or notes and general obligation bonds or notes as provided in the Act or are otherwise within the power of the Agency), acquire, operate, maintain

and contract for a joint waterworks and/or water supply system which may include, or may consist of, without limitation, facilities (including land and interests in land) for receiving, treating, storing and transmitting water from Lake Michigan for supplying water to the Members and their water users or to other Public Agencies, persons or corporations, including Participants;

(vii) To buy water and to enter into contracts with any person, corporation or Public Agency (including any Municipality) for that purpose, in accordance with the Act;

(viii) To sell or provide water to Members and Participants at rates, fees and charges as determined by the Board of Directors and to enter into contracts for such sale or provision of water, all in accordance with the Act;

(ix) To sell water not required for use by Members to any person, corporation or Public Agency which is a water supplier at rates, fees and charges as determined by the Board of Directors and to enter into contracts for that purpose, all in accordance with the Act, but only to the extent allowed by applicable State water allocations;

(x) To sell water not required for use by Members to any person, corporation or Public Agency which is not a water supplier for its own use at rates, fees and charges as determined by the Board of Directors and to enter into contract for that purpose, all in accordance with the Act, but only when such sales and contracts are approved by ordinance adopted by the corporate authorities of each Member, certified copies of which are filed with the Secretary of the Agency, and only to the extent allowed by applicable State water allocations;

(xi) To adopt and enforce rules and regulations for Lake Michigan water use by Members, Participants or other purchasers of water from the Agency as may be necessary or advantageous to ensure adequate supplies of Lake Michigan water and comply with State or Federal laws and regulations;

(xii) To establish rates, fees and charges for the sale of water by the Agency or for the use of its facilities;

(xiii) To apply for State water allocations for use by the Members and/or

Participants and the Agency and to utilize, pursuant to this Agreement, any water allocation assigned to the Agency;

(xiv) To borrow money and, in evidence of its obligation to repay the borrowing, issue its bonds or notes, all as provided in the Act, and, for the purpose of securing and paying any of its bonds or notes, to pledge, assign or provide for a lien or security interest on (i) any or all revenues derived from the operation of the System, including from contracts for the sale of water, and investment earnings thereon; (ii) proceeds of any particular of its bonds or notes and investment earnings thereon; (iii) receipts of the Agency under any interim contracts for a supply of water with any Municipality or other person or any other contracts with any Municipality or other person which provide that such payments may be used for that purpose and investment earning on any such receipts; (iv) any funds or accounts securing payments of the bonds or notes as established by the bond or note resolution, all as and to the extent as provided in the Act and the resolution authorizing the issuance of the bonds or notes.

(xv) To exercise any or all powers specifically granted to Joint Action Water Agencies by the Act;

(xvi) To make and execute all contracts and other instruments necessary or convenient to the exercise of its powers or the accomplishment of the purposes of the Agency; and

(xvii) To exercise all other powers incident to the purposes and objectives of the Agency and the powers listed above.

(b) The Agency shall have the same privileges with respect to exemption from Illinois Commerce Commission regulation as is accorded the Municipalities. The Agency and its Directors, officers, employees, and agents shall have the same privileges with respect to limitation against and immunity from suit as have the Municipalities and their officers and employees, and shall have the right to acquire insurance and pay costs thereof for liability insurance, including officials and public employee liability insurance. All property, income and receipts of or transactions by the Agency shall be exempt from all taxation, the same as if it were the property, income or receipt of or transactions by the municipalities.

(c) Members may, for the purposes of, and upon request by, the Agency, exercise the power of eminent domain available to them, convey property so acquired to the Agency for the cost of the acquisition, and be reimbursed for all expenses related to this exercise of eminent domain power on behalf of the Agency.

Section 9. Governance. The Agency shall be governed and administered as provided in this Section and the By-Laws.

(a) The governing body of the Agency shall be the Board of Directors. There shall be one Director for each Member appointed by the Member. Each Director shall be the Mayor or President, an elected member of the corporate authorities or other elected official of that appointing municipality. ~~The terms of the first Directors shall begin when they are appointed and shall run until April 30, 1989. Thereafter, a~~All Directors shall be appointed for two-year terms expiring on April 30 of odd-numbered years. Persons serving as Directors shall serve until their terms expire and thereafter until their respective successors are appointed. Should any Director cease to be an elected member of the corporate authorities or other official of the appointing Member, that person shall simultaneously cease to be a Director, and that position shall be vacant. Any vacancy in the office of Director, whether because the Director ceases to be an elected official of the appointing Member or otherwise, shall be filled by appointment by the Municipality with respect to which the vacancy exists. Each Director shall have one vote on the Board of Directors.

(b) Any Member may appoint an Alternate Director who may attend any meeting of the Board of Directors and may vote as the Director in the absence of the Director from that Member or if there is a vacancy in the position of Director from that Member. Each Alternate Director shall have the same qualifications as required of a Director. The term of an Alternate Director shall be the same as the term of the Director from the appointing Member. ~~Members which fill a vacancy in the Director's position shall cause the Alternate Director to resume that role.~~ Persons serving as Alternate Directors shall serve until their term expires and thereafter until their respective successors are appointed. Should any Alternate Director cease to be an elected member of the corporate authorities

or other official of the appointing Member, that person shall simultaneously cease to be an Alternate Director and that position shall be vacant. Any vacancy in an office of an Alternate Director shall be filled by appointment by the Member with respect to which the vacancy exists.

(c) All appointments of Directors and Alternate Directors shall be an official action ordinance of the corporate authorities of the appointing Member, ~~a certified copy of which shall be filed with the Secretary of the Agency.~~ The Board of Directors shall resolve disputes in questions about such appointments.

(d) The Board of Directors shall elect one Director to serve as Chairman and another Director to serve as Vice-Chairman. The Chairman shall preside at all meetings of the Board of Directors. The Vice-Chairman shall preside over meetings of the Board of Directors in the Chairman's absence. The Board of Directors shall select other persons, who need not be Directors, to the positions of Secretary and Treasurer. The Secretary shall be the keeper of the books and records of the Agency; and the Treasurer shall have charge and custody of and be responsible for all funds and securities of the Agency (other than funds and securities held by a corporate trustee or paying agent with respect to bonds or notes of the Agency). The duties of the officers of the Agency shall be prescribed in further detail in the By-Laws. The terms of office and manner of selection of the officers shall also be prescribed in the By-Laws.

(e) The Board of Directors shall determine the general policy of the Agency, shall approve the annual budget, shall make all appropriations (which may include appropriations made at any time in addition to those made in any annual appropriation document), shall approve all contracts for the purpose of sale of water, shall adopt any resolutions providing for the issuance of bonds or notes by the Agency, shall adopt its By-Laws, rules and regulations, and shall exercise such powers of the agency and perform such duties as may be prescribed in this Agreement or the By-Laws.

(f) There is established an Executive Committee of the Agency. The Executive Committee shall consist of the manager or other appointed official of each Member, as designated by the Member. Each Member shall be entitled to

one seat on the Executive Committee. Each member of the Executive Committee shall be entitled to one vote on the Committee. ~~The By-Laws may provide for the appointment by each~~ Each Member shall ~~may~~ choose ~~a similarly-qualified~~ an appointed official of the Member as an alternate member of the Executive Committee to serve from time to time in the absence of the Member.

(g) The daily operation of the Agency shall be conducted under the direction and supervision of the Executive Committee, subject to the general policy decisions made by the Board of Directors from time to time. The Executive Committee shall be responsible for carrying out the policy decisions of the Board of Directors.

Section 10. Rights and Responsibilities of Members.

(a) The Board of Directors may, by vote of not less than 75% of the Directors, sell or dispose of any real or tangible personal property owned by the Agency upon a determination by the Board that the property is no longer useful or necessary for the Agency. No property shall be sold or disposed of if to do so would deprive any Member from continued service by or through the Agency, unless the corporate authorities of that Member consent by ordinance.

Any proceeds of such sale or disposition shall either be applied to the purposes of the Agency or shall be returned to the Members in their respective proportionate shares of capital contribution to the Agency, as the Board of Directors shall determine.

(b) Each Member shall pay its proportionate share of the costs of the ~~A~~Agency as provided in this paragraph or by separate ~~action of the Board~~ ordinance.

(i) The Board of Directors shall determine the costs to be paid by the respective Members as provided in this Agreement, the By-Laws, ~~the Water Purchase and Sale Agreement and any Admissions Agreements~~ which shall reflect the amount of water used and the past or future capital and operational costs of the Agency and the proportional percentage of funds contributed by the Member, obligated or to be obligated.

~~(A)~~(ii) ~~The general obligation bond debt~~ will be apportioned to the Members, in accordance with law, on the basis of a uniform real estate tax levy sufficient to pay the debt service on the Agency's general obligation bonds.

~~The remaining amount necessary to pay the initial project costs~~ Funds to meet all covenants set forth in any authorizing bond resolution for general obligation bonds, as passed by the Board of Directors, shall be raised by a tax levy in an amount of not less than thirty percent (30%) of the annual debt service on the general obligation bonds, unless it is determined by action of a four-fifths vote of all Directors of the Agency, as evidenced by an Agency resolution, that it is in the best interests of the Members to reduce or eliminate the abatement in any fiscal year.

~~(iii) The Board of Directors of the Agency will provide for periodic rate adjustments.~~

~~(iii)~~ (iv) Costs of the System other than the initial project costs shall be paid for with general obligation bonds, revenue bonds or funds otherwise lawfully available, as the Board of Directors may determine.

(iv) Members shall appropriate their funds and shall use their credit, revenues and other resources, including the power to borrow money, to incur debt and to issue and sell bonds, if necessary, to pay their shares of the costs of the Agency and to service their debt related to the Agency as they individually determine.

(c) The Agency may suspend the membership on the Board of Directors and the Executive Committee of any Member whose capital contributions and payments or charges for operation and maintenance due to the agency, as determined by the Board of Directors as provided in this Agreement, have not been paid in full within sixty days after demand by the Agency. A Member under suspension shall have no power to make or second motions or to vote, nor shall it be counted for the purposes of the establishment of a quorum or the determination of the vote needed to pass or approve any matter coming before the Board of Directors or the Executive Committee. A Member under suspension shall continue during its suspension to be responsible for its share of any ~~unpaid contracts, debts and obligations incurred by the Agency and such responsibility shall be terminated only upon withdrawal by such Member.~~ Upon payment of all amounts due the Agency under this Agreement, including those accrued during the suspension, a Member under suspension shall be reinstated to membership on the Board of Directors and the Executive Committee. The Agency may decline to

provide water to any Member whose charges have not been paid within sixty days after billing by the Agency. Further, a reasonable penalty charge for late payments may be established and imposed by the Executive Committee.

(d) The Agency shall not be liable for any liability or obligation incurred by any Member except as agreed by the Board of Directors or except pursuant to Paragraph (a) of Section 7.

(e) Any withdrawing Municipality shall be responsible for its share of any unpaid contracts, debts and obligations of the Agency incurred prior to the date of withdrawal or removal in proportion to its respective share or cost-sharing, as the case may be, and other obligations assumed in a withdrawal agreement, all as provided in Paragraph (b) of this Section or by separate ordinance.

(f) If withdrawal of one or more Member results in dissolution and termination of the Agency as required by Section 6, then the withdrawing Member shall participate in the dissolution of the Agency as set forth in Paragraph (g) of this Section.

(g) Upon the termination and dissolution of the Agency;

(i) The contracts, debts and obligations of the Agency remaining unpaid after such dissolution and termination shall be the several obligations of the respective Members and/or Participants in the respective proportions established for capital and operating costs, as applicable, in accordance with Paragraph (b) of this Section 10 or by separate ordinance.

(ii) The assets of the agency remaining after dissolution shall be distributed among the Members and/or Participants who had participated in the Agency within one year prior to such dissolution and termination in proportion to their respective proportionate share of capital costs as established in accordance with Paragraph (b) of this Section 10, after any setoff with respect to the provision for payment of that Member and/or Participant's share of the contracts, debts and obligations of the Agency,

(h) The allocation of Lake Michigan water by the State of Illinois for each Member may be assigned to the Agency subject to the terms of such water allocation. The Agency shall monitor the water usage of each Member to ensure compliance with their respective water allocations. Each Member shall keep on file with the Agency an emergency water usage plan. That plan shall be implemented whenever declared necessary by the Board of Directors for the good of the Agency and its members. An emergency usage plan will be developed for the Agency by the Executive Committee and approved by the Board of Directors. No Member's water allocation assigned to the Agency shall be used for any purpose without its consent except for service for that Member. The plan developed by the Agency shall be subject to the consent of the State of Illinois, if required by the terms of the State's water allocations for the Members. Upon withdrawal or removal of a Member from the Agency, a water allocation assigned to the Agency by that Member will be reassigned to the withdrawing Member by the Agency. Upon dissolution and termination of the Agency, all water allocations assigned to the Agency by Members shall be reassigned by the Agency to the respective Members.

Section 11. By-Laws. The Board of Directors shall adopt By-Laws for the Agency which shall, among other matters, set forth provisions for the holding, notice, call and conduct of meetings of the Board of Directors and the Executive Committee, the adoption of annual budgets and appropriations, and the entering into of contracts and purchase by the agency. The By-Laws may be adopted only upon the concurrence of members of the Board of Directors equal in number to at least three-fourths of all of the Members and may be amended only upon such a vote. The By-Laws may provided additional requirements and procedures with respect to amendment of the By-Laws.

Section 12. Amendment. This Agreement may be amended by written agreement of all Members, authorized by ordinances adopted with their respective corporate authorities, certified copies of which shall be filed with the Secretary of the Agency. Promptly upon there being any amendment to this Agreement, the Secretary of

the Agency shall cause a copy of the amendment to be filed in the office of the Secretary of State of Illinois.

Section 13. Enforcement. The Agency shall have the right to enforce this Agreement, the By-Laws or any agreement among or between the Agency and any one or more Members, against any Member and to compel payment of rate fees and charges as provided in this Agreement, the By-Laws or any such other agreements. If suit is necessary to compel enforcement of provisions of this Agreement, the By-Laws or any such other agreement or to compel payment of fees and charges of the Agency, the defaulting Member shall pay the Agency's reasonable legal fees and costs pertaining to the suit, in such amount as determined by the court.

Section 14. Ordinance Authorizing Agreement. Prior to executing this Agreement, this Agreement shall be approved by ordinance adopted by the corporate authorities of each ~~Original~~ Member, and each ~~Original~~ Member shall have delivered to each other ~~Original~~ Member a certified copy of such ordinance, which ordinance shall also specifically authorize and direct the execution of this Agreement on behalf of such ~~Original~~ Member.

Section 15. Effective Date. — This Amended Agreement shall become effective ~~on November 13, 1986, or~~ on the date when it is executed by the designated officers of its- the Corporate Authorities of all of the Members

Section 16. Filing with Secretary of State. Promptly upon this Agreement becoming effective, a copy of this Agreement shall be filed by the Secretary of the Agency with the Secretary of the State of Illinois.

Section 17. Severability. If any part of this Agreement shall be held invalid for any reason, the remainder of this Agreement shall remain valid to the maximum extent possible.

In WITNESS WHEREOF, the undersigned Members has ~~have~~ executed this Agreement by the signatures of their respective officers as reflected on the dates set forth below. This Agreement may be signed in duplicate originals.

COUNTY OF LAKE, in its own behalf and on behalf of the
Village of Vernon Hills and the unincorporated
communities of Knollwood and Wildwood.
MEMBER

By: _____

Chairman

Ordinance _____, _____, 1986

Executed this _____, 1986

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Exh. B.

10/18/13

D R A F T

**CENTRAL LAKE COUNTY- JOINT ACTION WATER AGENCY
Lake County, Illinois**

**FIRST COMPREHENSIVE AMENDMENT
AND RESTATEMENT TO THE**

WATER PURCHASE AND SALE CONTRACT

Between

CENTRAL LAKE COUNTY JOINT ACTION WATER AGENCY

And

CHARTER MEMBERS

2013

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|

1989

FIRST COMPREHENSIVE AMENDMENT
AND RESTATEMENT TO THE
CENTRAL LAKE COUNTY JOINT ACTION WATER AGENCY
WATER PURCHASE AND SALE CONTRACT

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**CENTRAL LAKE COUNTY
JOINT ACTION WATER AGENCY
FIRST COMPREHENSIVE AMENDMENT
AND RESTATEMENT TO THE
WATER PURCHASE AND SALE CONTRACT**

The Central Lake County Joint Action Water Agency and each of the following units of local government of the State of Illinois,

County of Lake
Village of Grayslake
Village of Gurnee
Village of Lake Bluff
Village of Libertyville
Village of Mundelein
Village of Round Lake
Village of Round Lake Beach
And the Consortium of the
Villages of Round Lake Heights and Round Lake Park,

agree as set forth in this Contract.

Article I

Definitions

The following words and phrases shall have the following meanings when used in this Contract, unless the context clearly indicates a different meaning is intended.

“Act” means the Intergovernmental Cooperation Act 5 ILCS 220, (~~Ill. Rev. Stat., Ch. 127, par. 741 et seq.~~)

“Additional Member” means any Public Agency (other than a Charter Member) which

becomes a Member of the Agency pursuant to the Agreement and under the terms of an Admissions Agreement.

“Admissions Agreement” means an Agreement between the Agency and an Additional Member, which describes the terms and conditions of the admission to and functions as a Member.

“Agency” means the Central Lake County Joint Action Water Agency established by the Agreement .

“Aggregate Costs” means Operation and Maintenance Costs, Fixed Costs and Default Costs, and Costs of Water Not Delivered collectively, as herein defined.

“Agreement” means the Central Lake County Joint Action Water Agency Agreement dated November 13, 1986, and as amended, from time to time.

“Allocation” means the allocation of Water granted to a Customer by the State of Illinois or any other entity given the authority to establish the amount of Water that a Member may withdraw from the Lake Michigan during a calendar year or whatever other period is established ~~Department of Transportation pursuant to the Level of Lake Michigan Act, as amended (Ill. Rev. Stat., Ch. 19, par 119 et seq.)~~.

“Amendment” means any duly executed modification of this Contract.

“Board” means the Agency’s Board of Directors as constituted at any given time pursuant to the Agreement.

“Bonds” means bonds, notes or other Agency obligations by whatever name known issued by the Agency pursuant to a Bond Resolution and payable by their terms solely out of the revenues of the System.

“Bond Resolution” means the Agency’s bond ordinances, resolutions, orders, motions or other proceedings ~~resolution or bond resolutions or bond~~ under which the Agency will authorize the issuance of, and issue, Bonds, and includes any indenture, trust agreement, escrow agreement, depository agreement, loan agreement or the like so authorized to

secure Bonds or the Repayment of Bonds~~bonds, notes or other evidences of indebtedness.~~

“Budget” means the annual budget of the Agency as adopted pursuant to the Agreement.

“Calendar Year” means a twelve month period beginning on January 1 and ending on the succeeding December 31.

“Capacity” means the quantity of potable water, expressed in MGD, that the System is capable of producing and delivering. ~~The initial design Capacity is 30 MGD.~~

“Capital Improvement and Related Project Costs” means all costs of the ~~System~~Initial Project, including costs of acquisition of necessary lands, easements, and rights-of-way over lands and water; the erection and construction of pumping, storage or other facilities, and the installation of mains and pipelines; costs of financing and administration during any period of acquisition, erection, construction or installation, as aforesaid; costs of repayment of such ~~interim~~ indebtedness as may be incurred for such costs, including administrative expenses ~~prior to the issuance of Bonds for such purposes~~; costs of any improvement, repair, replacement or extension of the ~~s~~System; personnel and consultant costs, and costs for such other purposes the Board deems necessary and/or beneficial to the Agency and the Customers.

“Charter Member” means those government bodies~~public agencies~~ listed on Page 47 ~~whewhich~~ have signed this Contract, had it attested by their Clerk and have deposited it with the Secretary of the Agency on or before the 5th day of December, 2013~~first day- April, 1989~~.

“Contract” means this Contract.

“Costs of Water Not Delivered” means the costs of Water which the Agency shall have been unable to deliver to a Customer because of a failure of the System, determined as set forth in Section 520 of this Contract.

“County” means Lake County, which has several roles under this Contract. The County is a Charter Member regarding certain areas where it serves Lake Michigan water. It may be permitted to serve additional areas through the terms of an Admissions Agreement. Its

officials are also directed or requested to take certain actions in its capacity as a county government.

“Customer” means Member or Participant.

“Default Costs” means the amount of payments of the Customer’s shares of Aggregate Costs which were due and payable in the prior month and for any reason were not received by the Agency (or the Trustee) by the last day of that prior month.

“Delivered Quantity” means the amount of Water delivered by the Agency to a Customer, at its Point of Delivery.

“Device” means the meter or check meter used to measure Delivered Quantity.

“Dissolution” means the dissolving of the Agency pursuant to law and the terms and conditions of the Agreement.

“EAV” means equalized assessed valuation.

“Emergency Plan” means the water usage plan adopted by a Customer and approved by the Agency (which approval shall not be unreasonably withheld) for a supply of water for a Customer when the requirements of a Customer for water exceed its Allocation, the Agency is unable or unwilling for any reason to furnish a Customer with a supply of Water sufficient to meet its Full Water Requirements or a fire or other emergency necessitates the use of water in an amount greater than the Customer’s Allocation. It shall include provisions for pumping enough water from a Customer’s well or wells or other sources to keep them in safe and operating condition.

“Fiscal Year” means the Agency’s fiscal year.

“Fixed Costs” means an amount sufficient at all times to pay or provide for the total of (a) the principal of, premium, if any, and interest on Bonds, (b) Bond reserves required therefore, (c) renewal, replacement and extension expenditures and reserves for the system, (d) compliance with the covenants of any Bond Resolution including , if

required, any excess debt service coverage on Bonds, (e) reasonable capital costs necessary to carry out the corporate purposes and powers of the Agency, except as any of the foregoing are included in Operation and Maintenance Costs and (f) to meet the Agency's obligations or determinations of the Agency under the Agreement with respect to abatement of taxes for General Obligation Bonds or other contractual obligations with its Customers or other persons or entities.

"Force Majeure" means acts of God, strikes, lockouts or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States, of the State of Illinois, or of any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to machinery, canals or tunnels, partial or entire failure of water supply, and inability on the part of the Agency to deliver water hereunder, or of any Customer to receive Water hereunder, and inability of the Agency to borrow money to finance acquisition and construction of the System.

"Full Water Requirements" means the amount of water necessary, from time to time, to meet the water requirements of all then current customers served by the Municipal System of a Customer (including public use where applicable), whether such customers are within or without the corporate limits or applicable service area of such Customer. It shall not include water not furnished by the Agency which is used by a Customer for purposes other than human consumption, and not used for sale or resale.

"General Obligation Bonds" means those bonds of the Agency which are payable from uniform real estate taxes.

~~**"Initial Project"** means the initial Water receiving and supply system proposed to be constructed and acquired by the Agency for the purpose of obtaining, receiving, storing, pumping and transmitting Water to Charter Members, all substantially as described in exhibit A of this Contract.~~

"Journal" means the official record of the readings of the Devices as such readings are taken and recorded by the employees and/or agents of the Agency. The Agency may maintain (a) one Journal for all of the Devices collectively, (b) a separate Journal for each

Customer, or (c) a separate Journal for each Device.

"Lake" means Lake Michigan.

"Maximum Quantity" means the largest amount of Water, ~~as set forth in Exhibit D under Column 2020,~~ which a Charter Member is entitled to receive from the Agency under its Allocation, or for an Additional Member as set forth in an Admissions Agreement.

"Member" means any Charter Member or Additional Member, except any who withdraw from the Agency.

"MGD" means million gallons per day.

"Municipal Ordinance" means any lawfully adopted ordinance of any public agency with the exception of the Agency.

"Municipal System" means the waterworks or combined waterworks and sewage system of a Customer.+

"Operation and Maintenance Costs" means all expenses incurred in the administration, operation and maintenance of the System and the accumulation of reserves related to payment of such costs. Upon the adoption of a Bond Resolution by the Agency in connection with the sale of Bonds, Operation and Maintenance Costs payable under this Contract in any month shall be at least equal to the amount required to be deposited in that month into the operation and maintenance fund or account and any operation and maintenance reserve fund or account created under the Bond Resolution, or otherwise required to operate the System.

"Ordinance" means an Agency ordinance adopted pursuant to law and the terms and conditions of the Agreement.

"Participant" means any person, corporation or Public Agency which is a water supplier and which enters into an agreement with the Agency to purchase water and to participate in the activities of the Agency other than as a Member.

“Point of Delivery” means the point or points at which the System will deliver Water to a Municipal System.

“Public Agency” means the State of Illinois, any agency of the State, and any units of local government as defined in the Illinois Constitution of 1970, including, without limitation any city, village, water district, water commission, or joint water agency and the County of Lake in the manner in which it becomes a Member. Act.

“Regular Hours” means the normal hours of its business office which the Agency, in its sole discretion, sets for the purpose of conducting its regular business.

“Result” means the State of Illinois’ Department of Transportation Annual Water Use Audit Results or any successor index, or if there is no index then a reasonable substitute therefore.

“Subsequent Contract” means any contract for the sale or purchase of Water which is entered into after the date of this Contract as determined by Section 916.

~~**“Substantial Completion”** means the completion of the acquisition and construction of the Initial Project to such an extent that the Agency is capable of delivering the Full Water Requirements to each of the Charter Members each day.~~

“System” means the Raw Water Pump Station, the Water Treatment Facility, transmission lines, intermediate pumping stations, delivery points and metering equipment, storage facilities of the System and further specifically including water rights, land and rights in land and easements and right-of-ways acquired by the Agency and used for the purpose of providing Water in accordance with the Agreement and all other real or personal property used or useful in the operation of the Agency.

~~**“System Commencement Date”** means the date of which Substantial Completion is achieved.~~

“Total Water Use” means the total amount of water from any source used by a Member as reflected in the Illinois Department of Natural Resources Transportation Annual Water

| Use Audit Results or similar compilation.

“Trustee” means a trustee for the benefit of the holders of Bonds who is appointed as provided in any Bond Resolution.

| **“Water”** means Lake Michigan Water of sufficient quality to meet the requirements of all State and Federal agencies which have jurisdiction over the quality of water furnished by public water suppliers.

A definition in the singular form may be used in the plural, and vice versa.

ARTICLE II

Recitations

SECTION 201.

The Agency was organized under the Act to provide adequate supplies of potable Water on an economical and efficient basis within its territorial limits.

SECTION 202.

The Charter Members have each executed counterparts of this Contract and under the Act are authorized to receive Water through the instrumentality of the Agency and, by executing this Contract, are enabling the Agency to construct and ~~operate~~ complete its System.

SECTION 203.

The ~~Charter~~ Members each have a Municipal System and have each received an Allocation from the State of Illinois ~~Department of Transportation~~ or some other authorizing governmental entity.

SECTION 204.

The Agency proposes ~~at this time to issue and sell its Bonds in an amount sufficient to pay Project Costs of the Initial Project.~~ From time to time, to issue Bonds pursuant to a Bond Resolution.

SECTION 205.

Pursuant to the Act, the Agency and the Charter Members are authorized to enter into this Contract and Additional Members may do so in the future.

SECTION 206.

The ~~Charter~~ Members are surrendering none of their respective rights to the ownership and operation of their respective Municipal Systems, except as expressly limited in this Contract, nor is the Agency surrendering any of its rights to the ownership and operation of its System, but all expressly assert their continued right to operate such systems.

SECTION 207.

It is known to the ~~Charter~~ Members that the Agency will, from time to time, use this Contract as a basis (a) for obtaining loans to be evidenced by the issuance of Bonds, (b) for payment of the principal of, premium, if any, and interest on Bonds, (c) as the means for the payment of its operating and maintenance expenses and (d) for the establishment and maintenance of accounts and reserves for such purposes as may be required in the Bond Resolution authorizing issuance of Bonds or as authorized by applicable statutes.

SECTION 208.

The ~~Charter~~ Members recognize that in the future the Agency may enter into contracts with additional Customers who have an Allocation.

SECTION 209. (RESERVED)

~~The Charter Members and the Agency have previously entered into interim water supply contracts which enabled the Agency to issue interim water revenue notes for the purpose of engaging in development activities and paying the development costs necessary to the construction of the System and by the terms of the interim contracts the Charter Members obligated themselves to make certain payments, which obligation will cease upon payment of the interim water revenue notes.~~

SECTION 210.

The Charter Members are signatories to the Agreement dated November 13, 1986, which grants the Charter Members certain rights and protections and the Charter Members entered into this Contract in reliance upon the continuation of the Agreement and their intended rights and protections.

SECTION 211.

The ~~Charter~~ Members have entered into this Contract in reliance upon Section 3.1 of the Act which provides that any municipality or municipalities of this State, any county or counties of this State, any public water district or districts of this State, or any combination thereof may, by intergovernmental agreement, establish a Municipal Joint Action Water Agency to provide adequate supplies of Lake Michigan water on an economical and efficient basis for member municipalities, public water districts and other incorporated and unincorporated areas within such counties.

ARTICLE III

Sale and Purchase of Water

SECTION 301. Sale and Purchase.

The Agency agrees to sell Water to each Charter-Member, and each Charter-Member agrees to purchase Water from the Agency, on the terms and subject to the conditions set forth in this Contract as supplemented, if applicable in an Admissions Agreement.

SECTION 302. Amount.

The Agency shall sell to each Charter Member and each Charter Member agrees to purchase from the Agency an amount of Water necessary to serve its Full Water Requirements. However, the Agency's obligation to deliver Water to each Charter Member shall be limited to the lesser of a maximum annual amount equivalent to such Charter Member's then current Allocation and such proportion of the System's Capacity as such Charter Member's annual Maximum Quantity bears to the Maximum Quantity of all Charter Members and Additional Members. -Provided, however, that if the Allocation of a Charter Member or Charter Members, shall increase so that the Agency is unable to serve any other Member the amount of Water obligated to be provided by the Agreement or an Admissions Agreement, the obligation to serve the Charter Member with the larger Allocation shall only be that amount which the Agency can serve while still being able to serve the amounts contractually obligated to be served to all other Members whose service is adversely influenced by the increased Allocation, as determined from Columns 2020 and % of Exhibit D bears to the total Maximum Quantity of all Charter members as determined from Columns 2020 _____ and % of Exhibit D. The Agency's obligation is further limited to that proportion of the System's Capacity that such Charter Member's Maximum Quantity as set forth in Columns 2020 _____ and % of Exhibit D bears to the total Maximum Quantity of all Charter Members as set forth in Columns 2020 and % of Exhibit D. The Agency's obligation is further limited to a maximum rate of Water in any one (1) day equal to that proportion of the System's Capacity that such Member's Maximum Quantity as set forth in Columns _____ and % of Exhibit D bears to the total Maximum Quantity of all Charter Members as set forth in Columns _____ and % of Exhibit D.

The amount of Water, which shall be sold to Additional Members, shall be as provided for in their respective Admissions Agreements.

SECTION 303. Limits on Supply.

The Agency shall use its best efforts to furnish Water to the ~~Charter~~ Members as hereinabove provided, but its obligation hereunder shall be limited by: (a) the amount of Water available to the Agency; (b) the Capacity of the System; (c) ordinary transmission loss, including standard metering error, between the Agency's source of supply and the Points of Delivery; (d) contracts between the Agency and its other Customers; and (e) matters beyond reasonable control of the Agency which prevent delivery of Water to any Member at a Point of Delivery. The Agency shall not enter into contracts with other Customers that would cause the Agency to be obligated to sell Water in excess of the least of : (a) the System's Capacity; (b) the maximum amount of Water available to it; (c) an amount which would decrease the amount of Water then being supplied or to be supplied in the future to the Charter Members, in accordance with reasonable projections as to Water use of the Charter Members and as to Additional Members, their respective Admissions Agreement.

SECTION 304. Emergency or Maintenance Shut-Off.

The Agency undertakes to use reasonable care and diligence to provide a constant supply of Water as herein provided for, but reserves for emergency or maintenance purposes the right at any time to turn off temporarily the Water in its mains. The Agency shall give the Customers notice not less than forty-eight (48) hours in advance of any such turn-off, except that in emergencies it shall give notice which is reasonable under the particular circumstances.

SECTION 305. ——— Emergency Use of Other Sources.

If it becomes necessary for the Agency to limit its delivery of Water to its Customers for any reason, each ~~Charter~~ Member, to the fullest extent possible, shall be entitled to receive during such period of curtailment its pro-rated share of Water available as determined by the ratio of its total Delivered Quantity during the prior fiscal year to the sum of the Delivered Quantities during the prior Fiscal Year of all Customers entitled to Water during such period of curtailment. Nothing in this Contract shall be construed to prohibit each ~~Charter~~ Member from putting into effect its Emergency Plan.

SECTION 306. Quality.

All Water delivered by the Agency to the ~~Charter~~ Members shall be of sufficient quality to meet the requirements of all Federal and State agencies which have jurisdiction over the operation of public water suppliers. The Agency bears no responsibility for the contamination of Water or deterioration of Water quality occurring beyond the Points of Delivery.

SECTION 307. (RESERVED)Early Capacity.

~~In the event that the Agency is capable of furnishing Water to a Charter Member prior to the System Commencement Date, it may do so to any Charter Member who desires to make such a purchase. Any Operation and Maintenance and the Default Costs occasioned by such purchase and sale.~~

SECTION 308. Restriction on Water Sales by a Member or Participant.Obligation.

~~The obligation of the Agency to sell Water to the Charter Members in the amounts specified in the Article shall be contingent upon the Agency completing and placing into service the Initial Project, pursuant to Section 601.~~

No Member or Participant shall sell Water for resale to a Customer which is a Public Agency and water supplier and is not a Member or Participant of the Agency unless and until the Corporate Authorities of each Member shall have approved the sale by an ordinance, a certified copy of which shall have been filed with the Secretary of the Agency. Nor shall any Member or Participant sell Water for resale within the territory of another Member without the written permission of that Member. Those limitations shall not apply to emergency interconnection agreements, nor to agreements to furnish Water in existence on November 1, 1991, or extensions of such agreements.

Any Member or Participant of the Agency which wishes to sell Water to retail customers in any of the locations set out below may do so only after presenting a detailed written request to engage in such sales of the Agency and having such request approved by the AgencyAgency by Resolution.

- (a) The sale of Water to serve property which is within the boundaries of a city or village which is not a Member or Participant;
- (b) The sale of Water, other than by Lake County, to serve unincorporated territory

except pursuant to the provisions of an annexation agreement with the owner of the property served:

- (c) The sale of Water by Lake County to areas which are not directly connected through transmission mains from the Knollwood/Rondout, Vernon Hills, and Wildwood areas to which it initially commenced serving Water.

The limitations on sales set out in Subsections (a), (b), and (c) above shall not apply to Water served pursuant to emergency interconnection agreements, to property served on November 1, 1995, or subject to an agreement to serve executed prior to November 1, 1995, or to any area within a recorded subdivision, a portion of which was served by Water on November 1, 1995.

SECTION 309. Excess Capacity.

Notwithstanding any other provision of this Article and if the System has the Capacity, and such sale will not interfere with obligations owed to a Charter Member or any other provision of this Contract, the Agency shall sell to any Charter Member that so desires an amount of Water in excess of its Maximum Quantity and, if lawful, in addition to their Allocation, but not more than its Allocation. If more than one Charter Member qualifies for and desires to purchase Water in excess of its Maximum Quantity, any such Water sold by the Agency shall be divided between all such Charter Members in the proportion that each Charter Member's Maximum Quantity bears to the sum of the maximum Quantities of all such Charter Members. Admission Agreements, or other actions of the Board of Directors, may deal with the ability of the Agency to sell Water in excess amounts to Additional Members but the rights of Charter Members shall not be infringed.

ARTICLE IV

Measurement

SECTION 401. Equipment.

The Agency shall furnish, install, own, operate, maintain, replace and repair, at its own expense, at the Points of Delivery (a) the necessary equipment and Devices of a type meeting the standards of the American Water Works Association for measuring properly the quantity of Water delivered under this Contract, and (b) such structures as the Agency

shall deem necessary to house such equipment and Devices. Such meter or meters and other equipment so installed and structures so constructed shall remain the property of the Agency. Such structures and equipment shall be located at sites selected and provided by each Member, respectively, for Water delivered to it. Such sites shall be subject to review and approval by the Agency, which approval shall not be unreasonably withheld. Each Member shall grant to the Agency a property interest in each respective site sufficient to enable the Agency to install, use, operate and maintain such structures and equipment during the term of this Contract. The Agency and each Member shall have access to such structures and equipment for examination and inspection at all reasonable times, but the reading for billing purposes, calibration and adjustment thereof shall be done only by the employees or agents of the Agency.

SECTION 402. Check Meters.

A Member may, at its option and its own expense, install and operate a check meter to check each meter installed by the Agency, but the measurement of Water for the purpose of this Contract shall be solely by the Agency's meters, except in the cases hereinafter specifically provided to in the contrary. All such check meters shall be of standard make and at all reasonable times shall be subject to inspection and examination by any employee or agent of the Agency, but the calibration and adjustment thereof shall be made only by such Member, except during any period when a check meter may be used under the provisions hereunder for measuring the amount of Water delivered, in which case the calibration and adjustment thereof shall be made by the Agency with like effects as if such check meter had been furnished and installed by the Agency.

SECTION 403. Calibration.

At least once in each Fiscal Year, the Agency shall calibrate its meters measuring Water delivered to a Member, if requested in writing by such Member to do so, in the presence of a representative of the Member, and the Agency and such Member shall jointly observe any necessary adjustment. If any check meters have been installed, such meter shall be calibrated by the Member in the presence of a representative of the Agency and the Agency and such Member shall jointly observe any necessary adjustment.

SECTION 404. Variation Between Meters-Reconciliation.

Notwithstanding the foregoing, if the Agency or any Member at any time observes a variation between a delivery meter and a check meter or any other evidence of meter

malfunction, such party shall promptly notify the other party and the Agency and such Member shall then cooperate to procure an immediate calibration test and adjustment to accuracy of such meter and shall jointly observe any such adjustment. The party who discovers such variation shall give the other party notice not less than forty-eight (48) hours prior to the time of all tests of meters (which tests shall be conducted during normal working hours) so that the other party may conveniently have a representative present. If said representative is not present at the time set in such notice, calibration and adjustment may, notwithstanding any other provision of this section, proceed in the absence of such representative. If, upon any test, the percentage of inaccuracy of any meter is found to be in excess of two percent (2%), registration thereof shall be corrected by agreement of the Agency and such Member based upon the best data available, for a period extending back to the time when such inaccuracy began, if such time is ascertainable, or if such time is not ascertainable, then for a period extending back to one-half (1/2) of the time elapsed since the last date of calibration, but in no event further back than a period of six (6) months. If, for any reason, any meters are out of service or out of repair so that the amount of Water delivered cannot be ascertained or computed from the reading thereof, the Water delivered during the period such meters are out of service or out of repair shall be deemed to be the registration of any check meter or meters, if the same have been installed and are accurately registering. Otherwise, the amount of Water delivered during such period shall be estimated (a) by correcting the error if the percentage of the error is ascertainable by calibration tests or mathematical calculations or (b) if the error is not ascertainable by calibration tests or mathematical calculations, by estimating the quantity of delivery by considering deliveries during preceding periods under similar conditions when the meter or meters were registering accurately, or any other reasonable manner.

SECTION 405. Records.

For the purpose of this Contract, the official record of readings of the meter or meters shall be the Journal or other record book of the Agency in which the records of the employees or agents of the Agency who take the readings are or may be transcribed. Upon written request of a Member, the Agency will give the Member a copy of such Journal or record book, or permit the Member to have access thereto in the office of the Agency during Regular Hours.

SECTION 406. Removal of Agency Metering Station.

Within ninety (90) days after the termination of this Contract without renewal, the Agency

at its own expense shall remove metering equipment and stations from each Member to which such termination without renewal applies and restore the property. If the Agency fails to remove and restore, as aforesaid, the Member affected may elect to do so at its own cost of to take title to such equipment and station.

SECTION 407. Unit of Measurement.

The unit of measurement for Water delivered shall be gallons of water, U.S.. Standard Liquid Measurement, and all Devices shall be so calibrated, unless the Agency and the Member otherwise agree.

SECTION 408. Measurement Basis for Delivered Quantity.

Delivered Quantity shall be based on readings of the Devices or on estimates made pursuant to Section 404. The readings of such Devices for the Purpose of computing the Member's share of certain costs shall be taken by the Agency on the last day of each calendar month.

ARTICLE V

Payments

SECTION 501. Member Payments.

Each Member agrees to pay, at the time, on the terms and subject to the conditions set forth in this Article, its share of the Aggregate Costs which will be the total of the following:

- (1) The Member's share of Operation and Maintenance Costs as determined in accordance with Section 502;
- (2) The Member's share of Fixed Costs as determined in accordance with Section 503;
- (3) The Member's share of Default Costs as determined in accordance with Section 504.

Notwithstanding any other provisions of this Contract, the payments due under this Contract, together with the payments due under the Contracts with all other Members, shall at all times be sufficient (together with the other amounts available in the revenue fund established by the Bond Resolution) to make all payments provided in the Bond

Resolution from the revenue fund or account to the operation and maintenance fund or account, the debt service reserve fund or account, the Bond anticipation note debt service fund or account and the general or surplus fund or account at the times and in the amounts provided in the Bond Resolution so that there shall be at no time any deficiency in any of those payments, or such amounts as the Board shall otherwise establish, or the Agency as a governmental body in relationship to sums owed shall, in a limited amount, be authorized to and be obligated to pay.

SECTION 502. Member's Share of Operation and Maintenance Costs.
Each Member's share of the Operation and Maintenance Costs for which all Members are responsible for each month shall be that proportion of those costs for that month which such Member's Delivered Quantity in that month was to the sum of the Delivered Quantity in that month was to the sum of the Delivered Quantities for all Members in that month. ~~Prior to the end of the first full billing month following the System Commencement Date~~ If, for any reason, a Member's Delivered Quantity is not available for that month, the each Member's share of Operation and Maintenance Costs for each such month shall equal that proportion of those costs for that month which such Members Total Water Use for the prior Calendar Year was to the sum of the Total Water Use for all the Members in the prior Calendar Year. If the actual Delivered Quantity is later accurately determined, the Member shall pay the difference or receive a credit relative to the amount paid. ~~(Formulae expressing a Member's share of these Costs are set forth in subsection A of Appendix 1).~~

SECTION 503. Member's Share of Fixed Costs.
Each Member's share of the Fixed Costs for which all Members are responsible for each month shall be that proportion of those costs for that month which such Member's Delivered Quantity in that month was to the sum of the Delivered Quantities for all Members in that month. ~~Prior to the end of the first full month following the System Commencement Date~~ If, for any reason, the Fixed Costs are not available for that month, each Member's share of Fixed Costs for each month shall be that proportion of Fixed Costs which the Member's Total Water Use for the prior Calendar Year was to the sum of the Total Water Use of all Members for the prior Calendar Year. If the actual amount of Fixed Costs is later determined, each Member shall pay the difference or receive a credit relative to the amount paid. ~~(A formula expressing a Member's share of these Costs are set forth in subsection B of Appendix 1).~~

SECTION 504. Member's Share of Default Costs.

If any Customer defaults on the payment to the Agency of its share of Aggregate Costs, or any part of the payment of its share due pursuant to Section 501, each Member agrees to pay a share of the amounts so in default to the Agency. That share shall be in the same proportion as such Member's share of the Aggregate Costs for the month prior to the month of the default bears to the sum of the shares of Aggregate Costs in that month of all Customers who are obligated to make payments under this Section and are not in default. Each Member's share of defaulted Aggregate Costs, or such defaulted payments of shares, as the case may be, shall be due and payable twenty-one (21) days after the Agency's written demand therefore. The demand shall include the Agency's calculations of the amount due by the Member hereunder. If and when the defaulting Customer makes a payment to the Agency of a defaulted amount or interest thereon for which the Members have made a payment to the Agency under this paragraph, the Agency will pay to each Member its proportionate share of such amount, including any such interest.

Each Member's share of Default Costs, if any, for ~~each such~~ month shall be that proportion of those costs which the sum of the Member's share of Operation and Maintenance Costs and Fixed Costs in the prior month was to the sum of the total Operation and Maintenance Costs and Fixed Costs in the prior month of all members not in default in their payment obligations under their Contract. ~~(A formula expressing a Member's share of these Costs are set forth in Subsection C of Appendix 1).~~

SECTION 505. (RESERVED)Formulae.

~~Formulae expressing the Member's share of each of the Costs are set forth in Appendix 1. In the event of any inconsistency between Sections 502 through 504 and these formulae, the formulae shall control.~~

SECTION 506. Bills and Due Date.

The Agency shall notify each Member of such Member's share of Aggregate Costs for the month on or before the tenth day of the following month. The Member's share of Aggregate Costs for a month shall be due and payable and must be received at the offices of the Agency on or before the tenth day of the month following the month of the Agency's notification. ~~The billing quarters shall end on January 31, April 30, July 31, and October 31 of each year.~~

SECTION 507. Disputed Payments.

If a Member desires to dispute all or any part of any payment under this Contract, the Member shall, nevertheless, pay the full amount of any such payment when due and include with such payment written notification to the Agency that charges are disputed, the grounds for dispute and the amount in dispute.

Upon receipt of notification of a dispute, representatives of the Agency shall meet promptly with representatives of the Member to resolve such dispute. No adjustment or relief on account of any disputed charges shall be made unless disputed charges are the subject of such notice received in the office of the Agency on or before the applicable due date or within a reasonable period from the time the Member knew, or should have known, of the facts giving rise to the dispute.

In the event that it is determined that the Member shall have overpaid, it shall receive a refund with interest at the rates set out in the following Section.

SECTION 508. Overdue Payments.

If a Member shall fail to make any payment required under this Contract on or before its due date, such Member shall be in default and interest on the amount of such payment shall accrue during the period of nonpayment. Interest shall accrue at the maximum legal rate on taxable bonds payable by an Illinois Non-Home Rule Unit, not to exceed the higher of (a) the weighted average effective interest rate on all series of then outstanding Bonds of the Agency plus two percent (2%) or (b) the prime rate from time to time announced by the largest commercial bank (measured in terms of total assets) located in and doing banking business in the State of Illinois plus five percent (5%), from the date such payment becomes due until paid in full with interest as herein specified. In addition, such Member shall pay all costs and expenses, other than Agency interest costs, incurred by the Agency as a result of such an overdue payment. In the event such payment is not made within thirty (30) days from the date such payment becomes due, the Agency may, at its option and in its discretion, reduce or discontinue delivery of Water to the Member until the amount due the Agency is paid in full with interest as herein specified. Not less than twenty (20) days prior to the event, the Agency shall give notice to the Member of its intention to reduce or discontinue delivery of Water in accordance with this Section and shall provide the Member an opportunity for a hearing prior to any reduction or

discontinuance. If the Agency reduces or discontinues the delivery of Water under such circumstances, the Member shall, nevertheless, continue to be liable to pay all charges herein provided for. The rights specified in this Section shall be in addition to all other rights and remedies at law or in equity available to the Agency for ~~breach~~ breach of any of the provisions of this Contract.

SECTION 509. Security Deposit.

If a Member is in default in any payment under this Contract and the default is not cured within thirty (30) days after the due date of the defaulted payment, the Agency may, at its option, require such Member, as a further obligation under this Contract, to deposit as security for the payment of such Member's obligations hereunder a reasonable amount as determined by the Agency. The Member's compliance with the Agency's demand for a security deposit shall be a condition precedent to the curing of such Member's default and the restoration of Water service to such Member, if abated or reduced by reason of such default. The security deposit or any part thereof may, at the Agency's discretion, be applied to any subsequent default in any payments due hereunder by the Member. If so applied, the Member shall immediately provide funds to restore the security deposit to the amount required by the Agency. At the earliest of (a) the end of the term of this Contract, (b) a term of two (2) years after the curing of most recent default by the Member, or (c) at any such time that the Agency may at its sole discretion determine, any security deposit shall be returned to the Member if the Member has performed all its obligations under this Contract. Any such security deposits shall be kept in a separate interest bearing fund or account and any interest earned thereon shall be the property of the Agency.

SECTION 510. Rate Equality.

All rates or charges for all Charter Members shall be equal. No change in the rates or charges under this Contract for any Charter Member may be made unless the same change is made for all Charter Members. Alternative rates and charges may be charged to Additional Members or Participants.

SECTION 511. Limitation on Payments.

Notwithstanding any other provisions of this Contract to the contrary, the payments required to be made by each Member under this Contract shall be required to be made solely from revenues to be derived by such Member from the operation of its Municipal System. This Contract shall not constitute an indebtedness of any Member within the

meaning of any statutory or constitutional limitation.

SECTION 512. Other Funds.

Notwithstanding the provisions of Section 511, the Members are not prohibited by this Contract from using other available funds to make the payments required by this Contract.

SECTION 513. Member Enforcement of Provisions.

Each Member acknowledges that its obligations hereunder are a benefit to each other Member and to subsequent Customers as such other Member's and subsequent Customer's obligations are a benefit to a Member. Accordingly, each Member agrees that, in addition to the Agency, Bondholders, the Trustee or other parties by law entitled to enforce the provisions of this Contract, any three or more Customers acting together may enforce the provisions of this Article, but only if the Agency has not acted to enforce such provisions within ninety (90) days of a failure to cure a default hereunder, and after a notice of not less than sixty (60) days by the Customers indicating an intent to take independent action. Any rights any Customer has under this Contract ~~or~~ other contracts with the Agency shall be limited in enforcement as set forth herein.

SECTION 514. ~~(RESERVED) Obligation to pay.~~

~~The obligation to make any and all payments under this Contract shall begin the month after any Bonds are issued.~~

SECTION 515. Nature of Payment Obligation.

Payments to be made under this Contract shall be an operation and maintenance expense of each Municipal System. Each Member is obligated to pay for Water without setoff or counterclaim and irrespective of whether such supply of Water is ever furnished, made available or delivered to the Member or whether the ~~Initial Project or the System as contemplated by this Contract~~ is completed, operable or operating and notwithstanding any suspension, interruption, interference, reduction or curtailment of the supply of Water from the System. The rights of the Member in the event of failure by the Agency to perform its obligations under this Contract are governed by Section 903.

SECTION 516. Provision in Lieu of Allocation.

At any time when no Allocation is in effect for a Customer and reference to an Allocation

is necessary to give meaning to a term of this Contract, the Allocation for such Customer shall be deemed to be the Customer's Total Water Use for the prior year divided by three hundred sixty-five (365).

SECTION 517. Budget, Limitation, Notice, Hearing Provisions & Rates.

Not less than sixty (60) days prior to the beginning of each Fiscal Year, the Agency shall prepare and send to the Members a tentative Budget. Each such Budget shall include, among such other items as the Agency may choose, an estimate of Fixed Costs to be paid by each Member in a stated aggregate dollar amount per month for each and an estimate of Operation and Maintenance Costs in a stated price per one thousand (1,000) gallons. The Agency will hold a hearing on such Budget, at which Members may be heard, and shall give the Members not less than twenty-one (21) days notice of such hearing. Operation and Maintenance Costs payable in each Fiscal year shall be determined and assessed by the Agency on a price per thousand gallons basis; such price may not exceed the estimate as set forth in the tentative budget unless the Agency shall hold a hearing on such higher price, at which the Members may be heard, and shall give the Members not less than twenty-one (21) days notice of such hearing. While Bonds are outstanding, ~~The~~ Agency shall only bill its Customers such amounts as shall be required to pay Aggregate Costs and to provide for its Customers a reliable water system as required by a Bond Resolution. Nothing shall prohibit the Agency from adopting a Budget with amounts determined to be necessary by the Agency's Executive Director~~Engineer~~ for the purpose of improving the System to eliminate the need for additional borrowing by the Agency.

SECTION 518. Total Water Use Contingency.

If the Result for the previous Calendar Year is not available to the Agency at the time it is required to submit bills to the Participants, the Agency shall use the latest available Result. The bills for the month following the month in which the Result is received shall contain a recompilation of all bills rendered during the unavailability of the proper Result. Each Participant shall receive a credit for or be billed for the difference as the recompilation requires.

SECTION 519. Take or Pay Provision.

If a Member's Delivered Quantity for any month is less than its Full Water Requirements for that month and the Agency was willing and able to deliver to such Member its Full

Water Requirements at all times during that month, such Member's obligations for any payment due under this Contract shall be based on Full Water Requirements.

SECTION 520. Payment of Share of Costs of Water Not Delivered.

In the event the Agency, because of a System failure, is unable to deliver in a given Fiscal Year, the Full Water Requirements of a Member for a period or periods each in excess of 96 hours, then all Members, (including such Member affected by the full or partial interruption), shall pay to the Agency their respective share of the Costs of Water Not Delivered. The quantity of Water Not Delivered shall be computed for the period using the greatest amount of Water purchased from the Agency by the affected Member during the same period of the year in either of the prior two (2) years. Costs of Water Not Delivered shall be computed as with other Water in fact delivered; provided, however, that such costs shall be based on 100% of Fixed Costs and Default Costs and only 65% of Operation and Maintenance Costs. The Costs of Water Not Delivered shall be divided proportionally among all Members in the proportion in which each paid Aggregate Costs in the prior Fiscal Year. Each Member's share of Costs of Water Not Delivered shall be due and payable monthly in the same manner as are each Member's share of all other costs constituting Aggregate Costs.

In the event that in any Fiscal year in which Costs of Water Not Delivered have been paid and for which the net income as shown on the preliminary Fiscal Year-end financial statement exceeds the net budgeted income, the Board of Directors in its discretion may rebate some or all of such surplus. The rebate in an amount not to exceed the total Costs of Water Not Delivered may be used for the purpose of reducing charges to or payments from Members in an amount related to such Member's share of the Costs of Water Not Delivered paid during the Fiscal Year in question.

ARTICLE VI

Agency Covenants

SECTION 601. Operation-Construction of System and Supply of Water.
The Agency shall endeavor to fulfill~~proceed promptly with the construction of the~~

~~System necessary to the performance of its obligations hereunder. When letting bids and signing contracts for the construction of the Initial Project, the Agency will make every reasonable effort to have the whole System in operation on line at the same time in order to have the ability to distribute Water to all Charter Members at the same time. The Agency will make a diligent effort to have its facilities completed to the Points of Delivery so as to furnish Water to the Charter Members by the 31st day of March, 1991, but the Agency does not hereby guarantee delivery by such date. The Agency shall not be liable to any Member for any damages occasioned by delay in the commencement of such service to any Member, and all payments provided for under this Contract remain due and payable in accordance with its terms notwithstanding any such delay. After Water is first tendered for delivery to a Member at any Point of Delivery, the~~The Agency shall, subject to the other terms and conditions of this Contract continually hold itself ready, willing and able to supply Water to such Member. Consistent with its legal obligations to its other Customers and consistent with fair and equitable treatment of all its Customers, the Agency shall also use its best efforts to supply each Member with such additional amounts of Water as from time to time may be allocated to such Member over and above its present Allocation, but the Agency does not hereby guarantee a supply of such additional amounts.

SECTION 602. Delivery and Title.

(a) ~~The Agency shall deliver Water to each Member through Points of Delivery at the following approximate locations:~~

(See Exhibit B)

(a) ~~Title to Water delivered under this Contract shall pass from the Agency to the Member upon passing through a point ten feet from the Points of Delivery. The Points of Delivery described in this section are part of the System and the Agency shall bear the costs of providing and maintaining them. The Points of Delivery described in this section and any replacement or improvement of them, shall generally conform to the plans and specifications set forth in Exhibit C.~~

(b) ~~Additional Points of Delivery shall~~ may be established upon the mutual agreement of the Agency and the Member, provided that any additional Points of Delivery shall also conform to the specifications established by the Agency set forth in

~~Exhibit C.~~ The point of connection of the Municipal System to the System shall be designated by agreement between the Agency and the Member when an additional Point of Delivery is established. The Member shall pay any costs of establishing, maintaining, operating or replacing such additional Points of Delivery. Such additional Points of Delivery shall be owned by the Member, but shall be under the control of and operated by the Agency.

~~(c) Prior to the System Commencement Date of water being furnished to an Additional Member,~~ The Agency shall furnish, without charge, to each Member such Water as is needed for the construction or testing of the System and the points of connection to each Municipal System and for the obtaining of any permits required in connection with the construction -or operation of the System and its connection to such Municipal System.

~~(d) The Agency shall use its best efforts to obtain the necessary permits and contracts for labor and material and to borrow funds and issue its Bonds for acquiring and constructing the System.~~

(e) With respect to the System, the Agency will carry insurance or maintain self-insurance of the kinds and in the amounts which are customarily carried or maintained by parties operating similar properties including, without limiting the generality of the foregoing, fire and other casualty and public liability insurance or protection. All monies received for loss under the insurance policies or on deposit as self-insurance reserve funds shall be used in making good the loss or damage in respect of which they were paid except to the extent no longer deemed useful to or profitable in the operation of the System, whether by repairing the property damaged or replacing the property destroyed, and provision from making good such loss or damage or replacing the property destroyed shall be made within a reasonable time from the date of loss. The proceeds derived from any and all policies or available from self-insurance reserves for public liability losses shall be used in paying or reimbursing any accounts from which payment for settlements, judgments or expenses were advanced.

SECTION 603. Covenants Regarding the System.

The Agency covenants and agrees:

(a) (RESERVED)

Subject to the provision of Section 911, that it will acquire and construct the initial project.

(b) That it will complete the acquisition and construction of ~~additional~~ facilities as the Board determines those facilities are needed to supply sufficient quantities of Water to the ~~Charter Members~~ subject to the quantities required to be delivered to the Charter Members and under Admissions Agreements set forth in Exhibit D.

(c) That it will operate and maintain the System in order to be able to perform the obligation to supply Water to its Customers.

(d) That it will maintain in effect any Contract with each of the Members as required by the Bond Resolution or by action of the Board.

(e) That it will treat all Charter Members equitably without preference for any one or more Charter Members over any other one or more Charter Members, and it will treat all Additional Members in accordance with their respective Admissions Agreements.

(f) That it will enforce the provisions of each of the Contracts.

(g) That it will perform all of its covenants under any Bond Resolution as long as any Bonds authorized by said Bond Resolution are outstanding.

SECTION 604. Abatement.

Unless the Board resolves by a four-fifths (4/5) vote of all Charter Members that it is in the best interests of the Members to do otherwise in any Fiscal Year, the Agency will use those funds received in accordance with Paragraph (f) of the definition of "Fixed Costs" for abatement of real estate taxes imposed in accordance with the provisions of Section 10 (b)(i)(A) of the Agreement.

ARTICLE VII

Member Covenants

Each Member covenants and agrees, as follows:

SECTION 701. Ownership.

(a) It will continue to own and possess its Municipal System and will, within the exercise of reasonable business judgment and in a manner so as not to cause a default hereunder, dispose of property which is part of its Municipal System only to the extent that such property is no longer useful or profitable in the operations of its Municipal System. It will mortgage or encumber the Municipal System only to the extent required to issue bonds payable from revenues of the Municipal System in accordance with applicable law.

(b) It shall not combine its existing separate waterworks system with its separate sewage system or separate its existing combined waterworks system and sewerage system into separate systems before the time when all Bonds are paid or provision had been made for their payment. Thereafter, it may combine its waterworks system with its sewerage system or separate its combined waterworks system and sewerage system into separate systems only on the following conditions: (a) The Member shall provide the Agency with written evidence that the proposed combination or separation will not materially and adversely affect the Member's ability to comply with the terms, conditions and covenants of this Contract; and (b) the Agency shall then determine that the proposed combination or separation will not materially and adversely affect the Member's ability to comply with all terms, conditions and covenants of this Contract. Then, and only then, the Agency shall approve such combination or separation and advise such Member in writing.

SECTION 702. Operation and Maintenance.

(a) It will operate and maintain its Municipal System and all improvements and extensions of its Municipal System in good repair and working order, will operate the same efficiently and faithfully, and will punctually perform all duties with respect to its Municipal System as may be required by the Constitution and Laws of the State of Illinois, by all other applicable laws, regulations, and by all resolutions and ordinance of the Member.

SECTION 703. Insurance.

It will carry insurance on its Municipal System, become a member of a self-insurance pool or maintain other risk management protection of the kinds and in the amounts which are customarily carried or maintained by parties operating similar properties including, without limiting the generality of the foregoing, fire, windstorm, public liability, and all additional insurance or protection covering those risks. All monies received for loss under the insurance policies, pool coverage or risk management protection shall -be used in making good such loss or damage (subject to Section 701), whether by repairing the property damaged or replacing the property destroyed, and provision for making good such loss or damage or replacing the property destroyed, and provision for making good such loss or damage or replacing the property destroyed shall -be made within ninety (90) days from the date of loss. The proceeds derived from any and all policies, pool coverage, risk management protection or public liability shall be credited to an account for payment of operation and maintenance of the Municipal System and used in paying the claims on account of which they were received.

SECTION 704. Finance.

(a) In accordance with applicable State laws, it will adopt for each of its fiscal years a budget or appropriation ordinance providing for the payment of all sums anticipated to be due to the Agency during its fiscal year.

(b) It will make and keep proper books and accounts (separate and apart from all of its other records and accounts) in which complete entries shall be made of all transactions relating to its Municipal System and, within two hundred and ten (210) days following the close of each of its fiscal years, it will cause the books and accounts of its Municipal System to be audited annually by independent certified public accountants, showing the receipts and disbursements on account of its Municipal System and will cause a copy of the audit to be sent to the ~~Agency~~Agency within two (2) weeks after an Agency request.

(c) It will provide for the segregation of all revenues of its Municipal System and such Municipal System fund and will provide for the application of the revenues for the purpose of Section 705 of this Article. Monies of its Municipal System which exceed its obligations hereunder may be used for any lawful corporate purposes.

(d) After the effective date of this Contract, as determined by section 915, any

resolution or Municipal Ordinance which authorizes the issuance of any obligation of a Member to be paid from revenues of its Municipal System will expressly provide that revenues of its Municipal System may be used to pay principal of, premium, if any, and interest on those obligations only to the extent that those revenues exceed the amounts required to pay the operation and maintenance expenses of its Municipal System including, expressly, all amounts payable from time to time under this Contract.

SECTION 705. Rates.

It will establish, maintain and revise as necessary such rates for and collect charges from customers of its Municipal System as shall be required from time to time to produce revenues at least sufficient (a) to pay all amounts due under this Contract and to pay all other costs of operation and maintenance of its Municipal System, (b) to provide adequate reserves for its Municipal System in accordance with applicable law, (c) to make all deposits into all funds and accounts required by the terms of resolutions or ordinances authorizing bonds payable from revenues of its Municipal System and (d) to pay the principal of and interest on all bonds of such Member which are payable from the revenues of its Municipal System.

The Agency may not sue to enforce the provisions of this section as they relate to clauses (b) through (d) unless it can show that the ability of a Member to make the payments set forth in clause (a) is substantially impaired by the inadequacy of said rates and charges. The rates and charges for customers of a Municipal System shall not be required, however, to be sufficient to produce amounts required to make payments under this Contract so long as available amounts sufficient for making such payments for the next six (6) months or the remainder of such Member's fiscal year, whichever is longer, shall have been set aside in cash or investments in a separate account in its Municipal System fund designated for the purpose of making payments under this Contract.

| Section 706. Allocation.

(a) It will use its best efforts to obtain or retain an Allocation at least equal to its Full Water Requirements.

(b) It will take Water at the most practical uniform and continuous rate of withdrawal.

| Section 707. Real Estate Tax Levy.

It will provide the Agency with all information and assistance necessary to enable the Agency to levy a uniform real estate tax sufficient to pay the debt service on the General Obligation Bonds in accordance with the provisions of Section 10(b)(i)(A) of the Agreement.

| Section 708. Back-Flow.

It will take such steps as are necessary to prevent the back-flow of water from its Municipal System into the System.

| Section 709. Reporting.

It will furnish to the Agency a monthly report of its Total Water Use, Delivered Quantity, and Full Water requirements. The report shall contain an explanation of any discrepancies between its Delivered Quantity and its Total Water Use for the month covered by the report. The report shall be delivered to the Agency on or before the tenth day of the month following the month covered by the report.

Section 710. Tax Covenants.

No Customer shall use or permit to be used any of the Lake Michigan Water acquired under this Contract or operate its Municipal System in any manner or for any purpose or take any other action or omit to take any action which could, either alone or in conjunction with any other similar actions by that Customer or any other Customers, result in loss of the exclusion from gross income for federal income tax purposes of the interest on any Bond or Bonds or entitlement of Agency to a credit payment from the United States Treasury (such as, for example, was available to units of local government for "build America bonds") in lieu of all or part of such exclusion from gross income (any of such advantages being "Tax-Advantaged Status"), or which could be issued in the future, as such Tax-Advantaged Status is governed by the federal income tax laws, as amended from time to time, including but not limited to, Section 141 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations or any rulings promulgated thereunder or as affected by a decision of any court of competent jurisdiction (collectively, the "Tax Laws").

ARTICLE VIII

Additional Members or Participants

SECTION 801. Contract Rate.

The Agency shall not supply Water except pursuant to a written contract. No Subsequent Contract shall provide to Additional Members or Participants rates, charges or terms lower or more favorable than those provided in this Contract to Charter Members. All subsequent Contracts with Participants shall conform to the requirements of and be governed by Section 6 of the Agreement.

SECTION 802. ~~(RESERVED) Qualifier.~~

~~This Article is qualified by the Agency's legal duty to serve within its territorial limits and to charge for such service fair and equitable rates which are not prohibitive. It is the intent of the Agency in entering into this provision of the Contract to recognize: (a) that the Charter Members, solely, enable the Agency to proceed to construct the System; (b) the units of local government herein referred to need to be included to become Charter Members and that this provision is an express inducement; and (c) that by its essential design in accordance with good engineering practice, the System must be built in many ways sufficient upon initial completion to serve all of said units, but that only those who become Charter Members will pay for the System from the start of acquisition and construction.~~

ARTICLE IX

Miscellaneous Provisions

SECTION 901. Force Majeure.

In case, by reason of Force Majeure, any part hereto shall be rendered unable, wholly or in part, to carry out its obligation under this Contract, then, if such party shall give notice and full particulars of such Force Majeure in writing to the other parties within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such Force Majeure shall be suspended

during the continuance of the inability then claimed, but for no longer period. Any party shall endeavor to remove or overcome such inability with all reasonable dispatch. The settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty. The above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of opposing parties when, in the judgment of the party having the difficulty, such settlement would be unfavorable to it. No Force Majeure which renders any of the parties unable to perform under this Contract shall relieve a Member of its obligation to make payments to the Agency as required under Article V.

SECTION 902. Agency Defaults.

The Agency's failure to deliver Water to a ~~Charter~~ Member as required by this Contract or the Agency's failure to perform any other obligations under this Contract and the continuation of that failure to perform for thirty (30) days after written notice from such Member to the Agency of such failure shall be a default of the Agency under this Contract, unless any such failure is excused pursuant to Section 901.

SECTION 903. Member Remedies in Event of Agency Default.

In the event of a default by the Agency under this Contract, a ~~Charter~~ Member may bring any action against the Agency, including an action in equity and actions for mandamus and specific performance, to the extent allowed by law, but in any event, whether or not there is Agency default, such Member shall have no right to cancel or rescind this Contract, no right to withhold payments due or to become due under this Contract, no right to recover amounts previously paid under this Contract, no right of reduction of or set off against amounts due or to become due under this Contract and no claim on any amounts in any fund or account of the Agency other than the surplus account of the Agency's water revenue fund, the bond anticipation note debt service fund, the general fund or the Member deposit funds. Election of any remedy shall not be a waiver of any other remedy. The Agency will issue its Bonds and take other actions in specific reliance on the limitations set forth in this Section.

SECTION 904. Amendment of this Contract.

Except for revisions and adjustments otherwise expressly provided for, this Contract may not be changed or modified without the written consent of the Agency and of three-fourths (¾) of all the ~~Charter~~ Members and the written consent of ~~Charter~~ Members

representing at least 80% of the total Maximum Quantity as established from time to time set forth in Column 1990 in Exhibit D. Such consent must be evidenced by a Municipal Ordinance filed with the Secretary of the Agency. Such modification may be requested by any party. In such an event, a joint meeting of representatives of all governing bodies shall be called by the Agency and held not more than sixty (60) days after such request is made and not less than thirty (30) days after the giving of notice of such meeting. No such change or modification may (a) materially impair or adversely affect the ability or obligation under the Contract of any Member to make payments to the Agency at the times, in the amounts, and with the priority required in order for the Agency timely to meet its obligations under this Contract and the Bond Resolution, including by way of illustration and not limitation, the making of all deposits in various funds and accounts created under the Bond Resolution or (b) materially impair or adversely affect the ability of the holders of Bonds or a Trustee under the Contract or Bond Resolution to enforce the terms of the Contract or otherwise jeopardize the obligations of the Agency. No such change or modification which will affect the rights and interests of the holders of Bonds shall be made except as provided in and permitted by a Bond Resolution so long as such Bond Resolution is in effect. No such change or modification shall be effective which would cause a violation of any provisions of any Bond Resolution. If the Agency should pledge or assign any of its rights under this Contract to a Trustee in connection with the sale, issuance and payment of Bonds, then this Contract shall not be terminated, revoked, amended, or modified except as provided in an permitted by a Bond Resolution so long as such Bond Resolution is in effect. The provisions of this section are specifically made subject to Section 911.

SECTION 905. Notices.

Except in the case of an emergency, all notices, invoices and bills under this Contract shall be in writing and shall be delivered or mailed by First Class Mail to the:

- (a) Agency at: Central Lake County
Joint Action Water Agency
~~200 Rockland Road East Cook Avenue~~
Lake Bluff, Libertyville, IL 6004460048
Attn: ~~Executive Director~~ Manager
blenniss@clcjawa.com

(b) Members at: (See Exhibit ~~A~~E)

(c) Or such other address as either the Agency or a Member shall designate by notice to the other.

Notices shall be considered given when delivered or three (3) days after being deposited in the mail or e-mailed to the chief administrator or mayor or chairman.

SECTION 906. Non-Assignability:

Except to the extent hereinafter provided, no party shall assign or transfer this Contract or any rights or interest herein without the written consent of the Agency and of three-fourths ($\frac{3}{4}$) of all the ~~Charter~~-Members and the written consent of Members representing at least 80% of the total current Maximum Quantity, ~~as set forth in Column 1990 in Exhibit D.~~ Such consent must be evidenced by a Municipal Ordinance filed with the Secretary of the Agency. The right to receive all payments which are required to be made by the Members to the Agency in accordance with the provisions of this Contract may be assigned by the Agency to any Trustee, as provided in a Bond Resolution, to secure the payment of the principal of, premium on and interest on Bonds as those amounts come due, subject to the application of those payments as may be provided in a Bond Resolution. The Members will, upon written notice of assignment to any such Trustee, make all payments directly to such Trustee. The rights of the Agency to enforce the provisions of the Contract may be assigned to such Trustee and, in such event, such Trustee will have the right to enforce this Contract at law or in equity with or without the further consent or participation of the Agency. The Agency may also retain the right to enforce this Contract.

SECTION 907. Cooperation in Construction of System.

The ~~Charter~~-Members shall cooperate with the Agency in the construction, maintenance and expansion ~~and acquisition~~ of the System. Each ~~Charter~~-Member shall grant, without charge to the Agency, any reasonably required construction easements and any easements necessary for portions of the System to be located on such ~~Charter~~-Member's property, provided the Agency agrees to restore the easement property in a reasonable manner after construction. Each ~~Charter~~ Member shall grant the Agency access to its property to the extent reasonably necessary to construct and install the points of delivery, appurtenant equipment and Devices.

SECTION 908. Cooperation in Issuance of Bonds.

Each ~~Charter~~ Member shall cooperate with the Agency in the issuance of any Bonds authorized to be issued by the Board. In such connection, each ~~Charter~~ Member and the Agency will comply with all reasonable requests of each other and will, upon request, do as follows:

- (a) Make available general and financial information about itself;
- (b) Consent to publication and distribution of its financial information;
- (c) Certify that general and financial information about it is accurate, does not contain an untrue statement of a material fact and does not omit to state a material fact necessary to make the statements in that information, in light of the circumstances under which they were made, not misleading;
- (d) Make available certified copies of official proceedings;
- (e) Provide reasonable certifications, including those necessary to establish the tax exempt status of interest of Bonds issued on a tax-exempt basis, to be used in a transcript of closing documents; and
- (f) Provide and pay for reasonable requested opinions of counsel as to the validity of its actions taken with respect to and the binding effect of this Contract, title to its Municipal System or the Systems, as applicable, pending or threatened litigation which could materially affect its performance hereunder and other reasonably related opinions.

SECTION 909. Regulatory Bodies.

The parties, through this Contract, seek to exercise and maintain all sovereign rights granted to them under and through the Constitution and laws of the State of Illinois. This Contract shall be subject to all valid rules, regulations, and laws applicable hereto passed or promulgated by the United States of America, the State of Illinois, any governmental body or agency having lawful jurisdiction, or any authorized representative or agency or any of them. However, this Section shall not be construed as waiving the right of any party to challenge the validity of such rule, regulation, or law on any basis, including the impairment of this Contract. In the event that the Agency shall ever be modified in its form by action of the State Legislature, an administrative body or through any action other than by a vote of the ~~Charter~~ Members so that the Agency is not an entity composed of units of local government and the County of Lake under which each governmental body possesses one (1) vote cast by a representative selected by its Corporate Authorities,

which are fully empowered to take all actions, then the decision of the Agency to issue Bonds, to serve any other Customers, to extend or abandon the System or any part thereof or to provide other than Water shall be authorized only if approved in writing by Municipal Ordinances of those Charter-Members representing at least 75% of the current Maximum Quantity for 1990, as set forth in Exhibit D. This provision shall be contained within any Bond Resolution of the Agency and any purchaser of the Bonds shall do so in reliance upon the continued validity of this provision.

SECTION 910. Agency Cooperative Arrangements.
Notwithstanding any of the provisions of this Contract, the Agency is not prohibited by the Contract from entering into cooperative arrangements with other suppliers of Water to provide Water to each other to meet their water needs, provided that these arrangements do not interfere, except in emergencies, with the delivery of Water to the ~~Charter~~ Members.

SECTION 911. Abandonment.
No portion of the Initial Project shall be abandoned without the consent of those Charter Members who would receive no Water from the Agency because of such an abandonment.

SECTION 912. Evidence of Actions.
Any action hereunder to be taken by the Agency or any ~~Charter~~ Member may be evidenced by a copy of official proceedings (including pertinent minutes, motions, resolutions, or ordinances) duly certified by the Clerk of such ~~Charter~~ Member or by the Secretary of the Agency.

SECTION 913. Severability.
Should any part, term, or provision of this Contract be determined by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected thereby.

SECTION 914. Governing Law; Superseder.
This Contract shall be construed exclusively under the applicable laws of the State of Illinois. This Contract shall supersede the Water Purchase and Sale Contract entered into in 1989. ~~All other contracts between the Agency and the Charter Members, with the~~

~~exception of the Agreement and the interim water supply contract dated December 9, 1987, are hereby superseded and shall be null and void.~~

SECTION 915. Execution in Counterparts.

This Contract may be executed in several counterparts, each of which shall be deemed to be an original, and all of which shall constitute but one and the same instrument. Any such counterpart may be signed by one or more of the parties hereto so long as each of the parties hereto has signed one or more of such counterparts.

SECTION 916. Effective Date.

~~This Agreement shall become effective on the date on which the Agency and the Corporate Authorities of at least three-fourths (3/4ths) of all the Charter Members and Members representing at least 80% of the total Maximum Quantity at such date approve the Agreement, provided that date complies with the Resolution adopted by the Agency when it approved this Contract. ~~representing at least 80% of the Maximum Quantity.~~ for 1990, as set forth in Exhibit D become signatories. In the event that 80% of the said total Maximum Quantity is not represented by signatories on or before April 1, 1989, this Contract shall be null and void.~~

SECTION 917. Initial and Amended Term.

The initial term of this contract commenced on March 20, 1989 and was to continue for 40 years. The amended term of this contract is for forty (40) years, which new and extended period shall commence on the date determined by Section 916.

IN WITNESS WHEREOF, the parties hereto have caused their respective corporate names to be subscribed hereto and their respective corporate seals to be hereto affixed and attested by their duly authorized officers, all on the date set opposite their respective corporate names.

Date: _____

Attest:

By _____
County Clerk

The County of Lake,
Illinois

By _____
Chairman

Date: _____

Attest:

By _____
Village Clerk

Village of Grayslake,
Lake County, Illinois

By _____
President

Date: _____

Attest:

By _____
Village Clerk

Village of Gurnee,
Lake County, Illinois

By _____
President

Date: _____

Attest:

By _____
Village Clerk

Village of Lake Bluff,
Lake County, Illinois

By _____
President

Date: _____

Attest:

By _____
Village Clerk

Village of Libertyville,
Lake County, Illinois

By _____
President

Date: _____

Attest:

By _____
Village Clerk

Village of Round Lake,
Lake County, Illinois

By _____
President

Date: _____

Attest:

By _____
Village Clerk

Village of Round Lake Beach,
Lake County, Illinois

By _____
President

Date: _____

Attest:

By _____
Village Clerk

Village of Round Lake Heights,
Lake County, Illinois

By _____
President

Date: _____

Attest:

Village of Round Lake Park,
Lake County, Illinois

By _____

By _____
Village Clerk

President

Date: _____
Village of Mundelein
Lake County, Illinois

Attest: _____
By _____

By _____
Village Clerk

President

Date: _____
Water

Central Lake County Joint Action
Water Agency, Lake County, IL

Attest: _____
By _____
Secretary

By _____
Chairman

APPENDIX 1

Formulae

~~A. Member's Share of Operation and Maintenance Costs (Section 502).~~

~~1) Beginning with the first full month after the Commencement Date, a Member's share of Operation and Maintenance Costs for a month shall equal:~~

EXHIBIT A

MEMBER ADDRESS

[FILL IN NEW ADDRESSES AND ANY CHANGED ADDRESSES]

<u>MEMBER</u>	<u>ADDRESS</u>
<u>County of Lake</u>	<u>18 North County Street</u> <u>Waukegan, IL 60085</u>
<u>Village of Grayslake</u>	<u>164 Hawley Street</u> <u>Grayslake, IL 60030</u>
<u>Village of Gurnee</u>	<u>325 North O'Plaine Road</u> <u>Gurnee, IL 60031</u>
<u>Village of Lake Bluff</u>	<u>40 East Center Avenue</u> <u>Lake Bluff, IL 60044</u>
<u>Village of Libertyville</u>	<u>200 East Cook Avenue</u> <u>Libertyville, IL 60048</u>
<u>Village of Mundelein</u>	<u>440 East Hawley Street</u> <u>Mundelein, IL 60060</u>
<u>Village of Round Lake</u>	<u>442 North Cedar Road</u> <u>Round Lake, IL 60073</u>
<u>Village of Round Lake Beach</u>	<u>1937 Municipal Way</u> <u>Round Lake Beach, IL 60073</u>
<u>Village of Round Lake Heights</u>	<u>629 Pontiac Court</u> <u>Round Lake Heights, IL 60073</u>

DESCRIPTION OF INITIAL PROJECT

~~The raw water pump station will be located in Lake Bluff on a bluff overlooking Lake Michigan. The station will have a firm capacity of 40 MGD with the capability of variable speed pumping control.~~

~~The treatment plant will be located along Route 176 on the west side of Lake Bluff. This initial design capacity is 30 MGD with provisions for a future increase to 40 MGD.~~

~~A finished water pump station with variable speed pumping capacity and sufficient standby power to provide average day year 2020 flows during a power outage will be located adjacent to the treatment plant.~~

~~There will be approximately 32 miles of transmission lines varying in size from 12" to 48" diameter.~~

~~A booster pumping station and standpipe will be located in the vicinity of the intersection of Route 45 and Route 137. This will be configured to pump water from the standpipe back toward the treatment plant in an emergency while also supplying downstream communities to the north.~~

EXHIBIT A 2

(Overview Map of the
Central Lake County Joint Action Water Agency Lake Michigan Water Supply Project)

EXHIBIT B

DESCRIPTION OF POINTS OF DELIVERY

<u>MEMBER</u>	<u>LOCATION</u>	<u>2020 FLOW MAX DAY (MGD)</u>	<u>FACILITY</u>
Lake Bluff	Rt. 176 & Green-Bay Rd.	1.65	
Knollwood/Rondout	Ballard Drive	1.08	1 MG Grnd tank
Libertyville	Garfield Tank	6.60	1 MG elev tank
Vernon Hills	Rt. 45 & Com Ed R.O.W.	3.54	
Gurnee	750' North of Washington St. on Cemetery Road	5.25	Proposed 3 MG water storage standpipes
Wildwood	Rt. 120 & John Mogg	1.26	0.55 MG grnd-storage
Grayslake	Center St., Well #3	2.51	Well #3
Round Lake Park	So. Porter Drive	1.63	0.15 MG elev tank
Round Lake	Cedar Lake Road & Lakewood	1.42	0.5 MG grnd-reservoir
Round Lake Beach/Heights	Wood Street	3.68	Booster Station 1-MG grnd

EXHIBIT C-1

**(SECTION A-A
TYPICAL DELIVERY STRUCTURE)**

EXHIBIT C-2

**(PLAN
TYPICAL DELIVERY STRUCTURE)**

EXHIBIT D

**MAXIMUM QUANTITIES (AVERAGE DAILY AMOUNTS)
MILLIONS OF GALLONS PER DAY**

<u>MEMBER</u>	<u>1990</u>	<u>2000</u>	<u>2010</u>	<u>2020</u>	<u>%</u>
Grayslake	0.878	1.372	1.543	1.665	8.64
Gurnee	2.521	3.844	3.939	4.317	22.41
Knollwood /Rondout	0.454	0.623	0.676	0.726	3.77
Lake Bluff	0.957	1.251	1.277	1.394	7.24
Libertyville	3.148	4.019	4.108	4.404	22.87
Vernon- Hills	1.536	2.092	2.151	2.362	12.26
Wildwood	0.650	0.758	0.770	0.839	4.36
Round- Lake	0.456	0.618	0.782	0.954	4.95
Round- Lake- Beach/ Round- Lake- Heights	1.500	2.000	2.000	2.000	10.38
Round- Lake Park	<u>0.300</u>	<u>0.400</u>	<u>0.500</u>	<u>0.600</u>	<u>3.12</u>
Totals	12.400	16.977	17.746	19.261	100.00

~~(Figures based on projected flowrates flow rates from IDOT
Lake Michigan Water Allocation for Central Lake County)~~

EXHIBIT E

MEMBER ADDRESS

FILL IN NEW ADDRESSES AND ANY CHANGED ADDRESSES

<u>MEMBER</u>	<u>ADDRESS</u>
County of Lake	18 North County Street Waukegan, IL 60085
Village of Grayslake	164 Hawley Street Grayslake, IL 60030
Village of Gurnee	4573 Grand Avenue Gurnee, IL 60031
Village of Lake Bluff	40 East Center Avenue Street Lake Bluff, IL 60044
Village of Libertyville	200 East Cook Avenue Libertyville, IL 60048
Village of Round Lake	322 Railroad Avenue Round Lake, IL 60073
Village of Round Lake Beach	1212 Cedar Lake Road Round Lake Beach, IL 60073
Village of Round Lake Heights	629 Pontiac Court Round Lake Heights, IL 60073
Village of Round Lake Park	203 East Lake Shore Drive Round Lake Park, IL 60073

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