

AGENDA
VILLAGE OF ROUND LAKE
REGULAR MEETING
August 15, 2016
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 August 1, 2016
4. NOTES/COMMENDATIONS/PUBLIC COMMENT
 - 4.1 Public Comment
5. CONSENT AGENDA
 - 5.1 Approve Accounts Payable in the Amount of \$840,780.77
 - 5.2 Approve Payroll for the Period Ending August 7, 2016 in the Amount of \$149,834.05
 - 5.3 Adopt a Resolution Accepting a Work Order from Baxter & Woodman, Inc. to Provide Construction Services for the Cambridge Lift Station and Force Main Project in an Amount not to Exceed \$38,400.00
 - 5.4 Adopt a Resolution Accepting a Three-year Contract from Steiner Power Systems to Provide Preventative Maintenance on Village Owned Generators in an Amount not to Exceed \$25,120.00
 - 5.5 Adopt a Resolution Authorizing the Village of Round Lake Police Department to Continue the Participation in the Police Law Institute Training Program in an Amount not to Exceed \$3,456.00
 - 5.6 Adopt a Resolution Authorizing the Appointment of Brandy Schroff as the Illinois Municipal Retirement Fund Authorized Agent for the Village of Round Lake
 - 5.7 Adopt a Resolution Approving an Agreement for Information Technology Support with Current Technologies
 - 5.8 Adopt a Resolution Approving an Agreement for the Operations and Maintenance of a Commuter Parking Facility in the Village of Round Lake

6. CLERK’S OFFICE

- 6.1 Fifteen Year Employee Recognition – Dominick Ross

7. ADMINISTRATOR

8. FINANCE

- 8.1 Adopt a Resolution Authorizing the Execution of an Agreement Between the Village of Round Lake and Ice Miller, LLC for Bond Counsel Services
- 8.2 Adopt a Resolution Authorizing the Execution of an Agreement Between the Village of Round Lake and Bernardi Securities, Inc. for Bond Underwriting Services

9. POLICE

10. PUBLIC WORKS

- 10.1 Adopt a Resolution Accepting a Bid from Glenbrook Excavating & Concrete for the Cambridge Lift Station and Force Main Replacement Project in an Amount not to Exceed \$427,615.00
- 10.2 Adopt a Resolution Ratifying an Invoice for West Side Tractor Sales for services to repair the Villages John Deere 544 front end loader in an amount not to Exceed \$2,715.09

11. COMMUNITY DEVELOPMENT

12. BUILDING AND ZONING

13. SPECIAL EVENTS

14. MAYOR’S COMMENTS

- 14.1 National Night Out
- 14.2 MacGillis Road Bridge Project
- 14.3 Mayor’s Comments
- 14.4 Trustee’s Comments

15. EXECUTIVE SESSION

- 15.1 Motion to move to Executive Session to discuss the appointment, employment and compensation of specific Village employees and potential litigation pursuant to Section 2c(1) of the Illinois Open Meeting Act

15.2 Adopt a Resolution Adopting a Martha Koechig Resignation Agreement

16. ADDITIONAL BUSINESS

17. ADJOURN

MINUTES
VILLAGE OF ROUND LAKE
REGULAR MEETING
August 1, 2016
442 N. Cedar Lake Road
7:00 P.M.

CALL TO ORDER

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 Foy, Frye, Kraly, Newby, Triphahn
Absent: Trustee Rodriguez

2. PLEDGE OF ALLEGIANCE

Trustee Rodriguez arrived at 7:02

3. APPROVAL OF MINUTES

3.1 Approve the Minutes of the Regular Meeting of July 18, 2016

Motion by Trustee Frye, Seconded by Trustee Triphahn, to approve the Minutes of the Regular Meeting of July 18, 2016 Upon a unanimous voice vote, the Mayor declared the motion carried

4. NOTES/COMMENDATIONS/PUBLIC COMMENT

4.1 Public Comment
NONE

5. CONSENT AGENDA

Motion by Trustee Newby, Seconded by Trustee Kraly, to do an Omnibus approval on items 5.1, 5.2, 5.3, 5.4 & 5.5

Upon the call of the roll, the following voted:

Ayes:	Trustees Foy, Frye, Kraly, Newby, Rodriguez, Triphahn
Nays:	None
Abstain:	None
Absent:	None

Mayor MacGillis Declared the Motion carried

5.1 Approve Accounts Payable in the Amount of \$180,658.24

Approved – Omnibus Vote

- 5.2 Approve Payroll for the Period Ending July 24, 2016 in the Amount of \$140,021.51

Approved – Omnibus Vote

- 5.3 Adopt a Resolution Authorizing the Village of Round Lake Police Department to Continue the Participation in the Lake County Metropolitan Enforcement Group

Approved – Omnibus Vote

- 5.4 Adopt a Resolution Approving a Quote from Critical Uptime Services for Preventative Maintenance Service of the Uninterruptible Power Supply System in and Amount not to Exceed \$3,600.00

Approved – Omnibus Vote

- 5.5 Accept the June Treasurer’s Report as Presented

Approved – Omnibus Vote

6. CLERK’S OFFICE

7. ADMINISTRATOR

8. FINANCE

9. POLICE

10. PUBLIC WORKS

11. COMMUNITY DEVELOPMENT

12. BUILDING AND ZONING

13. SPECIAL EVENTS

14. MAYOR’S COMMENTS

14.1 Mayor’s Comments

The Mayor mentioned he received a Thank You card from Officer Magee, as well as calls from other officers, thanking the board for their kind gesture of sending the entire Police Force Thank you cards for what they do each and every day and showing that we appreciate them. The Mayor also stated that he attended a meeting with Congressman Dold as well as other in attendance, and the subject came up on what can be done to show officers the gratitude we have towards them. The Mayor shared what our Village had done and believes others will follow suit

14.2 Trustee’s Comments

Each of the Trustees mentioned they are looking forward to attending the National Night Out event at the Police/Public Works building on Tuesday August 2nd

15. EXECUTIVE SESSION
NONE

16. ADDITIONAL BUSINESS
NONE

17. ADJOURN

Trustee Newby moved, seconded by Trustee Frye, to adjourn. Upon a unanimous voice vote, the Mayor declared the motion carried and the meeting adjourned at 7:06 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 \$840,780.77

Daniel A. MacGillis, Village President

ATTEST:

Patricia C. Blauvelt, Village Clerk

Date: August 15, 2016

GENERAL FUND
 ACTIVITY FROM 07/28/2016 TO 08/11/2016

ACCOUNT #	ACCOUNT DESCRIPTION VENDOR NAME	VENDOR #	TRANSACTION DESCRIPTION	CHECK #	CHECK DATE	ITEM AMOUNT
01-00-24-22500	RETIREE INSURANCE FIDELITY SECURITY LIFE-EYE MED	F97	VISION INSURANCE-AUGUST	182995	08/11/16	4.70
			ACCOUNT TOTAL:			4.70
01-20-71-67108	VISION INSURANCE FIDELITY SECURITY LIFE-EYE MED	F97	VISION INSURANCE-AUGUST	182995	08/11/16	17.68
			ACCOUNT TOTAL:			17.68
01-20-72-67204	DUES & MEMBERSHIPS METROPOLITAN MAYORS CAUCUS	M135	2015/16 CAUCUS DUES	183008	08/11/16	823.01
	ICSC	I45	2016/17 RENEWAL-MACGILLIS	182966	08/05/16	50.00
	ICSC	I45	2016/17 RENAWAL-SHIELDS	182966	08/05/16	100.00
	ICSC	I45	2016/17 RENEWAL-DEVIVO	182966	08/05/16	50.00
			ACCOUNT TOTAL:			1,023.01
01-20-72-67208	MEETINGS, TRAVEL, & TRAINING ROUND LAKE CHAMBER OF COMMERCE	R15	BUSINESS IN THE PARK LUNCH (3)	183021	08/11/16	45.00
			ACCOUNT TOTAL:			45.00
01-20-73-77301	AUDITING EXPENSE SIKICH LLP	S113	2016 PROGRESS BILLING	183023	08/11/16	2,100.00
			ACCOUNT TOTAL:			2,100.00
01-20-73-77307	ENGINEERING EXPENSES BAXTER & WOODMAN, INC.	B2	CORRIDOR CAPACITY/EARTH FILL	182984	08/11/16	1,240.46
			ACCOUNT TOTAL:			1,240.46
01-20-74-77430	OFFICE SUPPLIES READY REFRESH	R104	BOTTLED WATER	183020	08/11/16	63.26
			ACCOUNT TOTAL:			63.26
01-20-74-77440	PRINTING CLASSIC PRINTERY	C13	NAME PLATE HOLDERS	182987	08/11/16	13.50
			ACCOUNT TOTAL:			13.50
01-20-75-77511	PUBLICATIONS & SUBSCRIPTIONS					

GENERAL FUND
 ACTIVITY FROM 07/28/2016 TO 08/11/2016

ACCOUNT #	ACCOUNT DESCRIPTION VENDOR NAME	VENDOR #	TRANSACTION DESCRIPTION	CHECK #	CHECK DATE	ITEM AMOUNT
01-20-75-77511	PUBLICATIONS & SUBSCRIPTIONS PADDOCK PUBLICATIONS, INC.	P22	DAILY HERALD - 07/16-07/17	183018	08/11/16	245.40
			ACCOUNT TOTAL:			245.40
01-20-75-77515	GARBAGE COLLECTION WASTE MANAGEMENT	W43	SERVICE-JULY 2016	183034	08/11/16	80,500.90
			ACCOUNT TOTAL:			80,500.90
01-20-77-77704	SPECIAL EVENTS GRAYSLAKE FEED SALES	G4	STRAW-NATIONAL NIGHT OUT	182997	08/11/16	68.60
			ACCOUNT TOTAL:			68.60
01-20-77-77706	MISCELLANEOUS EXPENSE PATRICIA BLAUVELT LAKE COUNTY COLLECTOR	B56 L64	RECOGNITION GC-D.ROSS 2015 PROPERTY TAX PAYMENTS	182985 183004	08/11/16 08/11/16	75.00 638.28
			ACCOUNT TOTAL:			713.28
01-20-79-77903	B&G CONTRACTS ARAMARK UNIFORM ARAMARK UNIFORM ARAMARK UNIFORM CLEAN NET TOPTEC HEATING, COOLING	A119 A119 A119 C110 T115	VH MAT SERVICE 08-02-16 VH SUPPLIES 08-02-16 VH SERVICE CHARGE 08-02-16 CUSTODIAL SERVICE-AUGUST 2016 REFRIGERANT SYSTEM REPLACEMENT	182975 182975 182975 182986 183027	08/11/16 08/11/16 08/11/16 08/11/16 08/11/16	43.98 0.13 4.37 467.64 950.00
			ACCOUNT TOTAL:			1,466.12
01-20-80-88018	OFFICE EQUIPMENT KONICA MINOLTA PREMIER FINANCE	K56	LEASE PAYMENT-AUGUST	182968	08/05/16	270.00
			ACCOUNT TOTAL:			270.00
01-20-82-88204	CELLULAR SERVICE VERIZON WIRELESS VERIZON WIRELESS VERIZON WIRELESS	V10 V10 V10	VB TABLET SERVICE-JULY 2016 CELL SERVICE-JULY 2016 STAFF TABLET SERVICE-JULY 2016	183033 183033 183033	08/11/16 08/11/16 08/11/16	193.00 124.12 52.20
			ACCOUNT TOTAL:			369.32
01-20-91-99105	NETWORK REPAIRS					

GENERAL FUND
 ACTIVITY FROM 07/28/2016 TO 08/11/2016

ACCOUNT #	ACCOUNT DESCRIPTION VENDOR NAME	VENDOR #	TRANSACTION DESCRIPTION	CHECK #	CHECK DATE	ITEM AMOUNT
01-20-91-99105	NETWORK REPAIRS CURRENT TECHNOLOGIES	C280	NETWORK REPAIRS	182988	08/11/16	1,157.64
			ACCOUNT TOTAL:			1,157.64
01-20-91-99107	IT MAINTENANCE SERVICES MUNICIPAL CODE CORPORATION	M119	ORDINANCE COPIES,IMAGES	183007	08/11/16	864.56
			ACCOUNT TOTAL:			864.56
01-40-71-67108	VISION INSURANCE FIDELITY SECURITY LIFE-EYE MED	F97	VISION INSURANCE-AUGUST	182995	08/11/16	293.71
			ACCOUNT TOTAL:			293.71
01-40-71-67116	UNEMPLOYMENT INSURANCE I.D.E.S-IL DEPT EMPLMNT SCRTY I.D.E.S-IL DEPT EMPLMNT SCRTY	I205 I205	DEMARCO 03/27-06/25/2016 URBANIK 03/13-06/18/2016	183000 183000	08/11/16 08/11/16	7,475.00 8,330.00
			ACCOUNT TOTAL:			15,805.00
01-40-72-67202	UNIFORMS GALLS, LLC GALLS, LLC GALLS, LLC RAY O'HERRON CO., INC. RAY O'HERRON CO., INC. RAY O'HERRON CO., INC. RAY O'HERRON CO., INC.	G2 G2 G2 O1 O1 O1 O1	BOOTS-SCHULTZ FLASHLIGHT-RODRIGUEZ NARCO POUCH SHOES,POUCH,BELT-HERNANDEZ JACKET-ZDANOWSKI BLACK CAP-ZDANOWSKI JACKET-MCWARD	182996 182996 182996 183014 183014 183014 183014	08/11/16 08/11/16 08/11/16 08/11/16 08/11/16 08/11/16 08/11/16	110.59 126.00 34.95 153.92 294.99 18.24 294.99
			ACCOUNT TOTAL:			1,033.68
01-40-72-67204	DUES & MEMBERSHIPS ILEAS	I68	2016/17 MEMBERSHIP DUES	183001	08/11/16	120.00
			ACCOUNT TOTAL:			120.00
01-40-74-77430	OFFICE SUPPLIES QUILL CORPORATION QUILL CORPORATION QUILL CORPORATION	Q2 Q2 Q2	TUFF POCKETS,TAPE,MARKERS BINDERS BINDERS	183019 183019 183019	08/11/16 08/11/16 08/11/16	87.85 11.97 26.96
			ACCOUNT TOTAL:			126.78
01-40-75-77501	ALERTS / MDT LINES					

GENERAL FUND
 ACTIVITY FROM 07/28/2016 TO 08/11/2016

ACCOUNT #	ACCOUNT DESCRIPTION VENDOR NAME	VENDOR #	TRANSACTION DESCRIPTION	CHECK #	CHECK DATE	ITEM AMOUNT
01-40-75-77501	ALERTS / MDT LINES VERIZON WIRELESS	V10	BROADBAND-JULY 2016	183033	08/11/16	609.90
			ACCOUNT TOTAL:			609.90
01-40-75-77511	PUBLICATIONS & SUBSCRIPTIONS POLICE LAW INSTITUTE	P126	2016/17 MEMBERSHIP DUES	183017	08/11/16	3,456.00
			ACCOUNT TOTAL:			3,456.00
01-40-75-77525	LAKE COUNTY MEG MEMBERSHIP LAKE COUNTY METROPOLITAN	L77	2016/17 MEMBERSHIP DUES	183005	08/11/16	13,200.00
			ACCOUNT TOTAL:			13,200.00
01-40-79-77903	B&G CONTRACTS CLEAN NET	C110	CUSTODIAL SERVICE-AUGUST 2016	182986	08/11/16	485.50
			ACCOUNT TOTAL:			485.50
01-40-80-88018	OFFICE EQUIPMENT KONICA MINOLTA KONICA MINOLTA PREMIER FINANCE	K33 K56	PD C454 USAGE-JULY LEASE PAYMENT-AUGUST	183003 182968	08/11/16 08/05/16	119.91 270.00
			ACCOUNT TOTAL:			389.91
01-40-82-88202	TELEPHONE SERVICE COMCAST CABLE	C156	INTERNET 07/29-08/28/2016	182965	08/05/16	74.93
			ACCOUNT TOTAL:			74.93
01-40-82-88204	CELLULAR SERVICE VERIZON WIRELESS VERIZON WIRELESS	V10 V10	CELL SERVICE-JULY 2016 STAFF TABLET SERVICE-JULY 2016	183033 183033	08/11/16 08/11/16	599.47 34.00
			ACCOUNT TOTAL:			633.47
01-40-84-88404	VEHICLE REPAIRS A TIRE COUNTY SERVICE	A1	BRAKE PADS/ROTORS #43	182974	08/11/16	332.02
			ACCOUNT TOTAL:			332.02
01-40-84-88406	VEHICLE MAINTENANCE					

GENERAL FUND
 ACTIVITY FROM 07/28/2016 TO 08/11/2016

ACCOUNT #	ACCOUNT DESCRIPTION VENDOR NAME	VENDOR #	TRANSACTION DESCRIPTION	CHECK #	CHECK DATE	ITEM AMOUNT
01-40-84-88406	VEHICLE MAINTENANCE					
	A TIRE COUNTY SERVICE	A1	OIL CHANGE/TIRE ROTATION #44	182974	08/11/16	47.95
	A TIRE COUNTY SERVICE	A1	OIL CHANGE/TIRE ROTATION #33	182974	08/11/16	47.95
	A TIRE COUNTY SERVICE	A1	OIL CHANGE/TIRE ROTATION #42	182974	08/11/16	47.95
	A TIRE COUNTY SERVICE	A1	OIL CHANGE/TIRE ROTATION #40	182974	08/11/16	47.95
	ACE HARDWARE	A4	RAIN-X CAR WASH, GLASS CLNR	182978	08/11/16	26.05
			ACCOUNT TOTAL:			217.85
01-40-91-99105	NETWORK REPAIRS CURRENT TECHNOLOGIES	C280	NETWORK REPAIRS	182988	08/11/16	1,488.40
			ACCOUNT TOTAL:			1,488.40
01-60-71-67108	VISION INSURANCE FIDELITY SECURITY LIFE-EYE MED	F97	VISION INSURANCE-AUGUST	182995	08/11/16	39.02
			ACCOUNT TOTAL:			39.02
01-60-73-77307	ENGINEERING EXPENSES BAXTER & WOODMAN, INC. BAXTER & WOODMAN, INC.	B2 B2	SUMP PUMP DSCHRG/EASEMENT DOCS SMC REGULATION ASSISTANCE 2016	182984 182984	08/11/16 08/11/16	419.43 374.10
			ACCOUNT TOTAL:			793.53
01-60-79-77901	B&G MAINTENANCE FAIRFIELD MATERIAL/SUPPLY INC.	F2	MULCH-DOWNTOWN	182993	08/11/16	26.00
			ACCOUNT TOTAL:			26.00
01-60-79-77903	B&G CONTRACTS ARAMARK UNIFORM ARAMARK UNIFORM CLEAN NET USIC LOCATING SERVICES, LLC	A119 A119 C110 U35	PW MAT SERVICE 08-04-16 PW SERVICE CHARGE 08-04-16 CUSTODIAL SERVICE-AUGUST 2016 LOCATES	182975 182975 182986 183032	08/11/16 08/11/16 08/11/16 08/11/16	6.34 0.64 242.75 1,934.00
			ACCOUNT TOTAL:			2,183.73
01-60-79-77905	B&G REPAIRS OVERHEAD DOOR CO.	O6	GARAGE DOOR SENSOR/SEAL REPAIR	183015	08/11/16	745.00
			ACCOUNT TOTAL:			745.00
01-60-79-77907	B & G BUILDING SUPPLIES					

GENERAL FUND
 ACTIVITY FROM 07/28/2016 TO 08/11/2016

ACCOUNT #	ACCOUNT DESCRIPTION VENDOR NAME	VENDOR #	TRANSACTION DESCRIPTION	CHECK #	CHECK DATE	ITEM AMOUNT
01-60-79-77907	B & G BUILDING SUPPLIES					
	ACE HARDWARE	A4	WEED KILLER,ROPE,BUNGE CORD	182978	08/11/16	141.99
	GRAINGER, INC.	G9	SPORTS DRINK MIX	182999	08/11/16	17.09
			ACCOUNT TOTAL:			159.08
01-60-79-77911	LANDSCAPING					
	BRICKMAN GROUP LTD, LLC	B172	LAWN MAINTENANCE-JULY 2016	182981	08/11/16	3,206.06
	BRICKMAN GROUP LTD, LLC	B172	LAWN MAINTENANCE-JULY 2016	182981	08/11/16	1,663.16
			ACCOUNT TOTAL:			4,869.22
01-60-80-88002	SAFETY EQUIPMENT					
	ACE HARDWARE	A4	SAFETY GLOVES	182978	08/11/16	23.39
			ACCOUNT TOTAL:			23.39
01-60-80-88018	OFFICE EQUIPMENT					
	KONICA MINOLTA	K33	PW C454 USAGE-JULY	183003	08/11/16	52.67
			ACCOUNT TOTAL:			52.67
01-60-80-88024	VEHICLE EQUIPMENT					
	STROBES N' MORE	S45	MIRROR BEAMS,STAR KITS #50	183025	08/11/16	1,361.87
			ACCOUNT TOTAL:			1,361.87
01-60-82-88202	TELEPHONE SERVICE					
	COMCAST CABLE	C156	INTERNET 07/29-08/28/2016	182965	08/05/16	37.46
			ACCOUNT TOTAL:			37.46
01-60-82-88204	CELLULAR SERVICE					
	VERIZON WIRELESS	V10	STAFF TABLET SERVICE-JULY 2016	183033	08/11/16	36.12
	VERIZON WIRELESS	V10	CELL SERVICE-JULY 2016	183033	08/11/16	180.38
			ACCOUNT TOTAL:			216.50
01-60-82-88206	ELECTRICAL SERVICE					
	COMED	C500	ELECTRIC 06/23-07/22/2016	182990	08/11/16	820.67
			ACCOUNT TOTAL:			820.67
01-60-82-88216	STREET LIGHTS - ELECTRICAL					

GENERAL FUND
 ACTIVITY FROM 07/28/2016 TO 08/11/2016

ACCOUNT #	ACCOUNT DESCRIPTION VENDOR NAME	VENDOR #	TRANSACTION DESCRIPTION	CHECK #	CHECK DATE	ITEM AMOUNT
01-60-82-88216	STREET LIGHTS - ELECTRICAL COMED	C500	ELECTRIC 06/22-07/22/2016	182990	08/11/16	30.21
			ACCOUNT TOTAL:			30.21
01-60-84-88405	EQUIPMENT REPAIRS ATLAS BOBCAT INC. MIDWEST HOSE AND FITTINGS, INC	A31 M101	BOBCAT TRAILER PIN HYDRAULIC HOSES #RL7	182977 183006	08/11/16 08/11/16	10.43 46.72
			ACCOUNT TOTAL:			57.15
01-60-91-99105	NETWORK REPAIRS CURENT TECHNOLOGIES	C280	NETWORK REPAIRS	182988	08/11/16	496.13
			ACCOUNT TOTAL:			496.13
01-60-91-99107	IT MAINTENANCE SERVICES BAXTER & WOODMAN, INC.	B2	GIS ENHANCEMENT	182984	08/11/16	679.38
			ACCOUNT TOTAL:			679.38
01-60-92-99210	STREET LIGHT REPAIRS ACE HARDWARE NORTHWEST ELECTRICAL SUPPLY NORTHWEST ELECTRICAL SUPPLY	A4 N39 N39	CLEAR PRIMER, GLUE BALLASTS SUPPLIES-STREET LIGHT REPAIRS	182978 183013 183013	08/11/16 08/11/16 08/11/16	10.78 136.00 159.53
			ACCOUNT TOTAL:			306.31
01-60-92-99214	STORM SEWER MAINTENANCE CHAIN O'LAKES LUMBER CO. CHAIN O'LAKES LUMBER CO. MCCANN INDUSTRIES, INC. PETER BAKER & SON CO.	C8 C8 M91 P102	STORM SEWER FRAMING LUMBER STORM SEWER FRAMING LUMBER MORTAR-STORM INLET REPAIRS STORM SEWER PATCHING MIX	182991 182991 183011 183016	08/11/16 08/11/16 08/11/16 08/11/16	57.12 71.20 142.64 541.44
			ACCOUNT TOTAL:			812.40
01-70-71-67108	VISION INSURANCE FIDELITY SECURITY LIFE-EYE MED	F97	VISION INSURANCE-AUGUST	182995	08/11/16	9.40
			ACCOUNT TOTAL:			9.40
01-70-73-77307	ENGINEERING EXPENSES BAXTER & WOODMAN, INC.	B2	DEV INSPECTION-515 CEDAR LAKE	182984	08/11/16	124.71
			ACCOUNT TOTAL:			124.71
01-70-74-77432	POSTAGE EXPENSE					

GENERAL FUND
 ACTIVITY FROM 07/28/2016 TO 08/11/2016

ACCOUNT #	ACCOUNT DESCRIPTION VENDOR NAME	VENDOR #	TRANSACTION DESCRIPTION	CHECK #	CHECK DATE	ITEM AMOUNT
01-70-74-77432	POSTAGE EXPENSE FEDEX	F4	B & F CONST-1533 S AMARIAS	182994	08/11/16	37.44
			ACCOUNT TOTAL:			37.44
01-70-74-77440	PRINTING CLASSIC PRINTERY	C13	PERMIT APPROVAL STICKERS	182987	08/11/16	191.00
			ACCOUNT TOTAL:			191.00
01-70-82-88204	CELLULAR SERVICE VERIZON WIRELESS	V10	CELL SERVICE-JULY 2016	183033	08/11/16	99.33
			ACCOUNT TOTAL:			99.33
01-70-91-99105	NETWORK REPAIRS CURRENT TECHNOLOGIES	C280	NETWORK REPAIRS	182988	08/11/16	248.07
			ACCOUNT TOTAL:			248.07
			GENERAL FUND			142,850.25

MOTOR FUEL TAX FUND
ACTIVITY FROM 07/28/2016 TO 08/11/2016

ACCOUNT #	ACCOUNT DESCRIPTION VENDOR NAME	VENDOR #	TRANSACTION DESCRIPTION	CHECK #	CHECK DATE	ITEM AMOUNT
10-60-83-88301	ROADWAY IMPROVEMENTS					
	BAXTER & WOODMAN, INC.	B2	HART RD RECON CONSTRUCT SVCS	182984	08/11/16	5,841.43
	BAXTER & WOODMAN, INC.	B2	MACGILLIS BRDG/SQW CRK CONSTRC	182984	08/11/16	13,292.73
	TREASURER, STATE OF ILLINOIS	T24	MACGILLIS DRIVE BRIDGE	183029	08/11/16	73,911.59
	TREASURER, STATE OF ILLINOIS	T24	MACGILLIS DRIVE BRIDGE	183029	08/11/16	108,132.35
			ACCOUNT TOTAL:			201,178.10
			MOTOR FUEL TAX FUND			201,178.10

SSA #1 BRIGHT MEADOWS
ACTIVITY FROM 07/28/2016 TO 08/11/2016

ACCOUNT #	ACCOUNT DESCRIPTION VENDOR NAME	VENDOR #	TRANSACTION DESCRIPTION	CHECK #	CHECK DATE	ITEM AMOUNT
16-20-79-77911	LANDSCAPING BRICKMAN GROUP LTD, LLC	B172	LAWN MAINTENANCE-JULY 2016	182981	08/11/16	4,294.83
			ACCOUNT TOTAL:			4,294.83
			SSA #1 BRIGHT MEADOWS			4,294.83

CAPITAL PROJECTS FUND
 ACTIVITY FROM 07/28/2016 TO 08/11/2016

ACCOUNT #	ACCOUNT DESCRIPTION VENDOR NAME	VENDOR #	TRANSACTION DESCRIPTION	CHECK #	CHECK DATE	ITEM AMOUNT
35-20-83-88301	ROADWAY IMPROVEMENTS BAXTER & WOODMAN, INC.	B2	LONG LAKE DR CONSTR SERVICES	182984	08/11/16	332.69
	BAXTER & WOODMAN, INC.	B2	MIDLAND DR WATER MAIN DESIGN	182984	08/11/16	2,182.09
			ACCOUNT TOTAL:			2,514.78
35-20-88-88801	OTHER ENHANCEMENTS BAXTER & WOODMAN, INC.	B2	SIDEWALK/CURB & GUTTER CONST	182984	08/11/16	41.58
	BAXTER & WOODMAN, INC.	B2	VILLAGE PARKING LOT REHAB	182984	08/11/16	1,500.00
			ACCOUNT TOTAL:			1,541.58
			CAPITAL PROJECTS FUND			4,056.36

WATER/SEWER FUND
 ACTIVITY FROM 07/28/2016 TO 08/11/2016

ACCOUNT #	ACCOUNT DESCRIPTION VENDOR NAME	VENDOR #	TRANSACTION DESCRIPTION	CHECK #	CHECK DATE	ITEM AMOUNT
50-00-24-22498	W/S CREDIT BALANCES MADELINE ADAMS DAVID & ERIN THOMPSON	A40 T81	REFUND FINAL BILL OVERPAYMENT REFUND FINAL BILL OVERPAYMENT	182979 183030	08/11/16 08/11/16	58.67 85.57
			ACCOUNT TOTAL:			144.24
50-00-24-22499	HYDRANT METER DEPOSITS JIMMY'Z MASONRY CORP LAKELAND BUILDING SERVICES NPL CONSRUCTION	J31 L144 N92	REFUND HYDRANT DEP LESS USAGE REFUND HYDRANT DEP LESS USAGE REFUND HYDRANT DEP LESS USAGE	182967 182969 182972	08/05/16 08/05/16 08/05/16	1,346.74 1,486.49 1,461.26
			ACCOUNT TOTAL:			4,294.49
50-60-71-67108	VISION INSURANCE FIDELITY SECURITY LIFE-EYE MED	F97	VISION INSURANCE-AUGUST	182995	08/11/16	45.85
			ACCOUNT TOTAL:			45.85
50-60-73-77301	AUDITING EXPENSE SIKICH LLP	S113	2016 PROGRESS BILLING	183023	08/11/16	750.00
			ACCOUNT TOTAL:			750.00
50-60-73-77307	ENGINEERING EXPENSES BAXTER & WOODMAN, INC.	B2	SUMP PUMP DSCHRG/EASEMENT DOCS	182984	08/11/16	1,374.87
			ACCOUNT TOTAL:			1,374.87
50-60-74-77432	POSTAGE EXPENSE THE DIRECT RESPONSE RESOURCE	D22	WATER BILLING POSTAGE	182992	08/11/16	5,000.00
			ACCOUNT TOTAL:			5,000.00
50-60-75-77535	OUTSOURCING WATER BILLS THE DIRECT RESPONSE RESOURCE	D22	WATER BILLING-AUGUST 2016	182992	08/11/16	2,825.84
			ACCOUNT TOTAL:			2,825.84
50-60-75-77547	WATER SAMPLES SUBURBAN LABORATORIES, INC.	S20	COLIFORM TEST SAMPLE	183024	08/11/16	106.00
			ACCOUNT TOTAL:			106.00
50-60-79-77901	B&G MAINTENANCE					

WATER/SEWER FUND
 ACTIVITY FROM 07/28/2016 TO 08/11/2016

ACCOUNT #	ACCOUNT DESCRIPTION VENDOR NAME	VENDOR #	TRANSACTION DESCRIPTION	CHECK #	CHECK DATE	ITEM AMOUNT
50-60-79-77901	B&G MAINTENANCE					
	MID AMERICAN WATER OF WAUCONDA	M25	HYDRANT OIL, PLUGS	183009	08/11/16	250.33
	STEINER ELECTRIC COMPANY	S63	LOAD TEST-CEDAR LIFT STATION	183026	08/11/16	575.00
	STEINER ELECTRIC COMPANY	S63	LOAD BANK TEST-WELL #3	183026	08/11/16	725.00
			ACCOUNT TOTAL:			1,550.33
50-60-79-77903	B&G CONTRACTS					
	ARAMARK UNIFORM	A119	PW MAT SERVICE 08-04-16	182975	08/11/16	6.34
	ARAMARK UNIFORM	A119	PW SERVICE CHARGE 08-04-16	182975	08/11/16	0.63
	BSI BLACKFLOW SOLUTIONS, INC	B164	2016/17 SUBSCRIPTION FEE	182980	08/11/16	495.00
	CLEAN NET	C110	CUSTODIAL SERVICE-AUGUST 2016	182986	08/11/16	242.75
	USIC LOCATING SERVICES, LLC	U35	LOCATES	183032	08/11/16	1,934.00
			ACCOUNT TOTAL:			2,678.72
50-60-79-77905	B&G REPAIRS					
	ACE HARDWARE	A4	VLVE BALL WELL #2 CHLORINE MON	182978	08/11/16	10.79
	MENARDS FOX LAKE	M7	WELL #3 REPAIR SUPPLIES	183010	08/11/16	43.29
	OVERHEAD DOOR CO.	O6	GARAGE DOOR SENSOR/SEAL REPAIR	183015	08/11/16	745.00
	STEVE OLSEN TRANSIT	S101	SPOILED DIRT LOADS REMOVED	183022	08/11/16	1,225.00
			ACCOUNT TOTAL:			2,024.08
50-60-79-77907	B&G SUPPLIES					
	ACE HARDWARE	A4	CHEM, LOCK, CHAIN COIL	182978	08/11/16	145.71
	GRAINGER, INC.	G9	SPORTS DRINK MIX	182999	08/11/16	17.09
	ULINE	U18	TAGS-TREEHOUSE METERS	183031	08/11/16	109.97
			ACCOUNT TOTAL:			272.77
50-60-79-77911	LANDSCAPING					
	BRICKMAN GROUP LTD, LLC	B172	LAWN MAINTENANCE-JULY 2016	182981	08/11/16	1,663.16
			ACCOUNT TOTAL:			1,663.16
50-60-80-88018	OFFICE EQUIPMENT					
	KONICA MINOLTA	K33	PW C454 USAGE-JULY	183003	08/11/16	52.67
			ACCOUNT TOTAL:			52.67
50-60-81-88101	WATER/SEWER IMPROVEMENTS					
	BAXTER & WOODMAN, INC.	B2	WATER SUPPLY WELL #3 REHAB	182984	08/11/16	1,933.88

WATER/SEWER FUND
 ACTIVITY FROM 07/28/2016 TO 08/11/2016

ACCOUNT #	ACCOUNT DESCRIPTION VENDOR NAME	VENDOR #	TRANSACTION DESCRIPTION	CHECK #	CHECK DATE	ITEM AMOUNT
50-60-81-88101	WATER/SEWER IMPROVEMENTS					
	BAXTER & WOODMAN, INC.	B2	CAMBRIDGE LIFT STATION DESIGN	182984	08/11/16	1,747.65
	BAXTER & WOODMAN, INC.	B2	2016 SANITARY SEWER TELEVISIONING	182984	08/11/16	413.69
	BAXTER & WOODMAN, INC.	B2	SECOND JAWA CONNECTION	182984	08/11/16	3,972.65
	BAXTER & WOODMAN, INC.	B2	MIDLAND DR WATER MAIN DESIGN	182984	08/11/16	6,909.95
			ACCOUNT TOTAL:			14,977.82
50-60-82-88202	TELEPHONE SERVICE					
	COMCAST CABLE	C156	INTERNET 07/29-08/28/2016	182965	08/05/16	37.46
			ACCOUNT TOTAL:			37.46
50-60-82-88204	CELLULAR SERVICE					
	VERIZON WIRELESS	V10	STAFF TABLET SERVICE-JULY 2016	183033	08/11/16	36.12
	VERIZON WIRELESS	V10	CELL SERVICE-JULY 2016	183033	08/11/16	180.38
			ACCOUNT TOTAL:			216.50
50-60-82-88206	ELECTRICAL SERVICE					
	COMED	C500	ELECTRIC 06/23-07/22/2016	182990	08/11/16	49.92
	COMED	C500	ELECTRIC 06/22-07/25/2016	182990	08/11/16	101.84
	MIDAMERICAN ENERGY COMPANY	M95	ELECTRIC-JULY 2016	183012	08/11/16	3,217.52
			ACCOUNT TOTAL:			3,369.28
50-60-82-88210	JAWA EXPENSE					
	CENTRAL LAKE COUNTY	C5	WATER USAGE-JULY 2016	182989	08/11/16	106,775.76
			ACCOUNT TOTAL:			106,775.76
50-60-82-88212	LAKE COUNTY SEWER					
	LAKE COUNTY PUBLIC WORKS DEPT	L9	SEWER FEES-MAY	182970	08/05/16	103,916.18
	LAKE COUNTY PUBLIC WORKS DEPT	L9	SEWER FEES-JUNE	182970	08/05/16	92,217.19
	LAKE COUNTY PUBLIC WORKS DEPT	L9	SEWER FEES-JULY	182970	08/05/16	98,132.77
			ACCOUNT TOTAL:			294,266.14
50-60-82-88214	EXCESS FACILITY CHARGES					
	LAKE COUNTY PUBLIC WORKS	L9B	EXCESS FACILITY FEES-MAY	182971	08/05/16	9,276.00
	LAKE COUNTY PUBLIC WORKS	L9B	EXCESS FACILITY FEES-JUNE	182971	08/05/16	9,217.50
	LAKE COUNTY PUBLIC WORKS	L9B	EXCESS FACILITY FEES-JULY	182971	08/05/16	9,190.50
			ACCOUNT TOTAL:			27,684.00
50-60-84-88405	EQUIPMENT REPAIRS					

WATER/SEWER FUND
 ACTIVITY FROM 07/28/2016 TO 08/11/2016

ACCOUNT #	ACCOUNT DESCRIPTION VENDOR NAME	VENDOR #	TRANSACTION DESCRIPTION	CHECK #	CHECK DATE	ITEM AMOUNT
50-60-84-88405	EQUIPMENT REPAIRS					
	ATLAS BOBCAT INC.	A31	BOBCAT TRAILER PIN	182977	08/11/16	10.43
	MIDWEST HOSE AND FITTINGS, INC	M101	HYDRAULIC HOSES #RL7	183006	08/11/16	46.72
			ACCOUNT TOTAL:			57.15
50-60-91-99101	SCADA MAINTENANCE					
	BAXTER & WOODMAN, INC.	B2	BWCSI SUPPORT SERVICES	182984	08/11/16	1,251.60
			ACCOUNT TOTAL:			1,251.60
50-60-91-99105	NETWORK REPAIRS					
	CURRENT TECHNOLOGIES	C280	NETWORK REPAIRS	182988	08/11/16	330.76
			ACCOUNT TOTAL:			330.76
50-60-91-99107	IT MAINTENANCE					
	BAXTER & WOODMAN, INC.	B2	GIS ENHANCEMENT	182984	08/11/16	679.37
			ACCOUNT TOTAL:			679.37
			WATER/SEWER FUND			472,428.86

COMMUTER PARKING LOT FUND
 ACTIVITY FROM 07/28/2016 TO 08/11/2016

ACCOUNT #	ACCOUNT DESCRIPTION VENDOR NAME	VENDOR #	TRANSACTION DESCRIPTION	CHECK #	CHECK DATE	ITEM AMOUNT
51-60-77-77706	MISCELLANEOUS EXPENSE LAKE COUNTY COLLECTOR	L64	2015 PROPERTY TAX PAYMENTS	183004	08/11/16	456.05
			ACCOUNT TOTAL:			456.05
51-60-79-77911	LANDSCAPING BRICKMAN GROUP LTD, LLC	B172	LAWN MAINTENANCE-JULY 2016	182981	08/11/16	1,952.46
			ACCOUNT TOTAL:			1,952.46
51-60-82-88206	ELECTRICAL SERVICE COMED	C500	ELECTRIC 06/22-07/22/2016	182990	08/11/16	43.08
			ACCOUNT TOTAL:			43.08
51-60-86-88601	LAND/LAND IMPROVEMENTS BAXTER & WOODMAN, INC.	B2	2016 METRA LOT CONSTRUCTION	182984	08/11/16	286.86
			ACCOUNT TOTAL:			286.86
			COMMUTER PARKING LOT FUND			2,738.45

TECHNOLOGY REPLACEMENT
ACTIVITY FROM 07/28/2016 TO 08/11/2016

ACCOUNT #	ACCOUNT DESCRIPTION VENDOR NAME	VENDOR #	TRANSACTION DESCRIPTION	CHECK #	CHECK DATE	ITEM AMOUNT
61-40-80-88024	VEHICLE EQUIPMENT GEELERS FINANCIAL INC	G66	DEFIBRILLATOR EQUIPMENT	182998	08/11/16	6,675.98

						ACCOUNT TOTAL: 6,675.98

						TECHNOLOGY REPLACEMENT 6,675.98
						=====

BUILDING REPLACEMENT
ACTIVITY FROM 07/28/2016 TO 08/11/2016

ACCOUNT #	ACCOUNT DESCRIPTION VENDOR NAME	VENDOR #	TRANSACTION DESCRIPTION	CHECK #	CHECK DATE	ITEM AMOUNT
62-20-85-88501	BUILDING IMPROVEMENTS TARA RESTORATION CORP	T124	545 RAILROAD-POWER WASH, STAIN	183028	08/11/16	4,785.00
			ACCOUNT TOTAL:			4,785.00
			BUILDING REPLACEMENT			4,785.00

POLICE PENSION FUND
ACTIVITY FROM 07/28/2016 TO 08/11/2016

ACCOUNT #	ACCOUNT DESCRIPTION VENDOR NAME	VENDOR #	TRANSACTION DESCRIPTION	CHECK #	CHECK DATE	ITEM AMOUNT
70-20-73-77301	AUDITING EXPENSE SIKICH LLP	S113	2016 PROGRESS BILLING	183023	08/11/16	150.00

						ACCOUNT TOTAL: 150.00

						POLICE PENSION FUND 150.00
						=====

BUILDERS ESCROW
 ACTIVITY FROM 07/28/2016 TO 08/11/2016

ACCOUNT #	ACCOUNT DESCRIPTION VENDOR NAME	VENDOR #	TRANSACTION DESCRIPTION	CHECK #	CHECK DATE	ITEM AMOUNT
83-00-24-22455	PERMIT BONDS					
	AMERICAN EAGLES GYMNASTICS	A181	701 SUNSET DR #B-BOND REFUND	182976	08/11/16	250.00
	CHRISTOPHER & KRISTA JACKSON	J141	538 W SEATON-BOND REFUND	183002	08/11/16	250.00
	LAWRENCE WYSOCKI	W100	79 W ALDRIDGE LN-BOND REFUND	182973	08/05/16	250.00
			ACCOUNT TOTAL:			750.00
83-00-24-22493	HIGH SCHOOL EXPANSION ESCROW					
	BAXTER & WOODMAN, INC.	B2	ROUND LAKE HS 2015 EXPANSION	182984	08/11/16	207.87
			ACCOUNT TOTAL:			207.87
83-00-24-22495	EMERALD BAY ESCROW					
	BAXTER & WOODMAN, INC.	B2	RYLAND-EMERALD BAY CONST SRVC	182984	08/11/16	665.07
			ACCOUNT TOTAL:			665.07
			BUILDERS ESCROW			1,622.94

FINAL TOTALS
ACTIVITY FROM 07/28/2016 TO 08/11/2016

GENERAL FUND	142,850.25
MOTOR FUEL TAX FUND	201,178.10
SSA #1 BRIGHT MEADOWS	4,294.83
CAPITAL PROJECTS FUND	4,056.36
WATER/SEWER FUND	472,428.86
COMMUTER PARKING LOT FUND	2,738.45
TECHNOLOGY REPLACEMENT	6,675.98
BUILDING REPLACEMENT	4,785.00
POLICE PENSION FUND	150.00
BUILDERS ESCROW	1,622.94

GRAND TOTAL	840,780.77
	=====

FOR CHECK DATES 07/31/2016 TO 08/12/2016

EMPL. #	NAME	EARNINGS			TAXES			DEDUCTIONS		PENSION/INSUR			
		CODE	PAY RATE	HOURS	TOTAL	CODE	EMPLOYEE	EMPLOYER	CODE	EMPLOYEE	EMPLOYER		
GRAND TOTALS:		REG	3,615.750		114,276.35	FED	18,181.72		DD1	77,531.75	IMR	2,647.33	6,041.77
		CA	1.000		115.39	FICA	9,037.23		DD2	3,818.88	DFA	21.18	
		GWA	1.000		45.03	MEDIC	2,113.55		GW	920.00	HFA	120.65	
		VAC	588.602		19,328.35	STATE	4,944.28		GWA	45.03	VFA	1.38	
		CMP	107.500		3,440.95				HSA	235.00	DCA	7.54	
		OT	22.750		841.00				DD3	4,784.44	PCA	121.36	
		SIC	223.214		6,411.58				ICM	1,658.46	VCA	1.07	
		OC	14.000		337.05				IMV	212.28	IM2	353.95	807.81
		PO	66.250		3,235.40				UOE	438.71	PFA	171.66	
		OIC	11.000		402.19				PLI	122.14	DAS	1.48	
		FTO	20.000		715.49				AF1	77.27	PAS	58.08	
		PSI	1.000		75.00				AF2	267.40	DSA	4.69	
		POI	2.000		120.00				MAP	374.00	VAS	0.24	
		INS	1.000		268.02				CS4	203.00	DSW	4.69	
		FLH	8.000		222.25						HSW	62.26	
											VSW	0.67	
											DFW	42.36	
											PFW	343.32	
											VFW	5.52	
											PCW	83.72	
											DWS	4.44	
											VWS	0.72	
											HWS	20.41	
											HFW	120.65	
											PWS	29.04	
											MFW	140.40	
											DSP	9.38	
											PSP	88.58	
											VSP	1.34	
											POL	7,384.59	
											EFP	15.18	
											PPS	203.28	
											TFP	95.31	
											PFP	171.66	
											DPS	11.84	
											VPS	1.68	
											IFP	361.95	
											RFP	514.98	
											ISP	62.26	
											EIP	0.24	
											RIP	29.04	
											DFP	21.18	
											MFP	280.80	
											DCP	10.36	
											PCP	83.72	

FOR CHECK DATES 07/31/2016 TO 08/12/2016

EMPL. #	NAME	EARNINGS			TAXES			DEDUCTIONS		PENSION/INSUR	
		CODE	PAY RATE	HOURS	TOTAL	CODE	EMPLOYEE	EMPLOYER	CODE	EMPLOYEE	EMPLOYER
									VCP		1.40
									ECP		0.70
									RCP		83.72
									TCP		5.18
									MPS		47.50
									HPS		40.82
									ESP		0.67
									TSP		4.69
									DBS		2.96
									PBS		58.08
									VBS		0.48
									DFB		10.59
									PFB		171.66
									VFB		1.38
TOTAL FICA EMPLOYEE WAGES:					145,761.64	TOTAL EMPLOYER FICA:		9,037.23			
TOTAL MEDICARE EMPLOYEE WAGES:					145,761.64	TOTAL EMPLOYER MEDICARE:		2,113.55			
TOTAL FEDERAL EMPLOYEE WAGES:					132,752.28	TOTAL EMPLOYER PENSION:		6,849.58			
TOTAL STATE EMPLOYEE WAGES:					132,752.28						
TOTAL PENSION EMPLOYEE WAGES:					141,211.59						
TOTAL NUMBER OF EMPLOYEES:					54						
GROSS PAY:		\$149,834.05	TOTAL DEDUCTIONS:		139,111.15	NET PAY:		\$10,722.90			

FOR CHECK DATES 07/31/2016 TO 08/12/2016

EMPL. #	NAME	EARNINGS				TAXES			DEDUCTIONS		PENSION/INSUR		
		CODE	PAY RATE	HOURS	TOTAL	CODE	EMPLOYEE	EMPLOYER	CODE	EMPLOYEE	EMPLOYEE	EMPLOYER	
GRAND TOTALS:		REG	221.000		6,376.15	FED	942.17		DD1	4,656.86	IMR	313.15	714.66
		VAC	18.000		556.95	FICA	414.50	414.50	AF1	28.25	DBS	2.96	
		CMP	1.000		25.69	MEDIC	96.93	96.93	PLI	25.96	PBS	58.08	
						STATE	235.82				VBS	0.48	
											DFB	10.59	
											PFB	171.66	
											VFB	1.38	
						TOTAL FICA EMPLOYEE WAGES:	6,685.39	TOTAL EMPLOYER FICA:		414.50			
						TOTAL MEDICARE EMPLOYEE WAGES:	6,685.39	TOTAL EMPLOYER MEDICARE:		96.93			
						TOTAL FEDERAL EMPLOYEE WAGES:	6,372.24	TOTAL EMPLOYER PENSION:		714.66			
						TOTAL STATE EMPLOYEE WAGES:	6,372.24						
						TOTAL PENSION EMPLOYEE WAGES:	6,958.79						
						TOTAL NUMBER OF EMPLOYEES:	3						
						GROSS PAY:	\$6,958.79	TOTAL DEDUCTIONS:	6,958.79	NET PAY:	\$0.00		



VILLAGE OF ROUND LAKE

AGENDA ITEM SUMMARY

TITLE: CAMBRIDGE LIFT STATION AND FORCE MAIN REPLACEMENT CONSTRUCTION SERVICES

Agenda Item No. 5.3

Executive Summary

Staff recommends accepting a work order from Baxter & Woodman, Inc. to provide construction services for the Cambridge Lift Station and Force Main Replacement project. This project will consist of the installation of a new lift station on Long Lake Drive to service the Cambridge Courts area and a new force main replacement along the south side of Long Lake Drive to connect to the County transmission main.

Baxter & Woodman has completed the preliminary design and the final design of this project so they are very familiar with the plans and specifications. Baxter & Woodman has completed work for the Village in the past with satisfactory results and they are familiar with Village staff and expectations.

Additional scope of services are described in the attached work order.

Recommended Action

Adopt a Resolution Accepting a Work Order from Baxter & Woodman, Inc. to Provide Construction Services for the Cambridge Lift Station and Force Main Replacement Project in an amount not to exceed \$38,400.00

Committee: PW/F&CA and Engineering		Meeting Date(s): 08/01/16 & 08/15/16	
Lead Department: Public Works		Presenter: Adam Wedoff, Director of Public Works	
Item Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If amount requested is over budget, a detailed explanation of what account(s) the overage will be charged to will be provided in the Executive Summary or attached detail.	Account(s)	Budget	Expenditure
	Other Items	\$2,903,581.00	
	Item Requested	\$40,000.00	\$38,400.00
	YTD Actual		\$5,600.00
	Amount Encumbered		\$0.00
	50-60-81-88101	\$2,943,581.00	\$44,000.00
	Request is over/under budget:		
	Under		\$2,899,581.00
	Over	-	

Resolution 2016-R-___

**A Resolution Approving a Work Order from Baxter & Woodman, Inc.
for Cambridge Lift Station and Force Main Replacement Construction Services**

WHEREAS: The Village is undertaking a project that will consist of the installation of a new lift station on Long Lake Drive to service the Cambridge Courts area and a new force main replacement along the south side of Long Lake Drive to connect to the County transmission main.

NOW THEREFORE BE IT RESOLVED by the Village President and Board of Trustees of the Village of Round Lake as follows:

Section One: That the Work Order from Baxter & Woodman, Inc. to provide construction services for the Cambridge Lift Station and Force Main Replacement project, attached hereto as Exhibit A, is hereby approved at a cost not to exceed \$38,400.00.

Section Two: That the Mayor, or his designee, is authorized to take all necessary steps to implement this Resolution.

Section Three: That this Resolution shall be in full force and effect from and after its passage and approval as required by law.

APPROVED:

Daniel A. MacGillis, Village President

ATTEST:

Patricia C. Blauvelt, Village Clerk

PASSED:

APPROVED:

AYES:

NAYS:

ABSENT:

Exhibit A

Work Order from Baxter & Woodman

**VILLAGE OF ROUND LAKE, ILLINOIS
CAMBRIDGE LIFT STATION AND FORCE MAIN REPLACEMENT
CONSTRUCTION ENGINEERING SERVICES
WORK ORDER**

ENGINEERS' PROJECT NO. 150509.60

Project Description:

The Project consists of construction engineering for replacement of the existing Cambridge Lift Station and force main on Long Lake Road.

Engineering Services:

The general provisions of this contract are enumerated in the Village Engineering Services Agreement between the Village and Engineers dated March, 18, 1998. The scope of services for this Project is listed in Attachment A of this Work Order.

Compensation:

Compensation for the services to be provided under this Work Order will be in accordance with the Village Engineering Services Agreement dated March 18, 1998. The Engineers' fee for items as described will not exceed **\$38,400** without prior written approval of the Village.

Submitted by: **Baxter & Woodman, Inc.**

By:  _____

Louis D. Haussmann, PE, PTOE

Title: Vice President/COO

Date: July 28, 2016 _____

Approved: **Village of Round Lake, Illinois**

By: _____

Daniel A. MacGillis

Title: Mayor

Date: _____

Additional Comments and Conditions: None

Project Description

The Project includes replacement of the Cambridge Lift Station on Long Lake Road, including a new wet well and valve vault; 7.5 HP duplex submersible pumps; submersible level transducer; pump control panel installed above grade; and a new on site standby emergency engine generator. The force main replacement will consist of 1,200 lineal feet of 4-inch force main.

Scope of Services

The following scope of services details the anticipated tasks necessary to successfully complete this Project.

1. Act as the Village's representative with duties, responsibilities, and limitations of authority as assigned in the construction contract documents.
2. CS100 - PROJECT INITIATION
 - Attend and prepare minutes for the preconstruction conference, and review the Contractor's proposed construction schedule and list of subcontractors.
 - Prepare Award Letter, Agreement, Contract Documents, Performance/ Payment Bonds, and Notice to Proceed. Review Contractor insurance documents.
3. CS105 - CONSTRUCTION ADMINISTRATION
 - Check, review, and approve shop drawings, manufacturer's literature, samples, and other submittals by the Contractor, but only for compliance with the drawings and specifications as to quality of materials and performance of equipment. Such review shall not be construed as relieving the Contractor of the responsibility to meet requirements of the construction contract documents.
 - Review construction record drawings for completeness prior to submission to CADD.
 - Prepare construction contract change orders and work directives when authorized by the Village.
 - Review the Contractor's requests for payments as construction work progresses, and advise the Village of amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
 - Research and prepare written response by Engineers to requests for information from the Village and Contractor.
 - Visit site as needed by project manager or other office staff.
4. CS110 - FIELD OBSERVATION
 - Engineer will provide Resident Project Representatives at the construction site on a periodic part-time basis from the Engineers' office of not more than eight (8) hours per regular weekday (for up to 180 hours) not including legal holidays, as deemed necessary by the Engineers, to assist the Contractor with interpretation of the Drawings and Specifications, to observe in general if the Contractor's work is in conformity with the Final Design Documents, and to monitor the Contractor's progress as related to the Construction Contract date of completion. The construction Contractor is a separate company from the Engineers. The

Village understands and acknowledges that the Engineers are not responsible for the Contractor's construction means, methods, techniques, sequences or procedures, time of performance, compliance with Laws and Regulations, or safety precautions and programs in connection with the Project, and the Engineers do not guarantee the performance of the Contractor and are not responsible for the Contractor's failure to execute the work in accordance with the construction contract documents.

- Provide the necessary base lines, benchmarks, and reference points to enable the Contractor to perform construction layout.
- Keep a daily record of the Contractor's work on those days that the Engineers are at the construction site including notations on the nature and cost of any extra work, and provide weekly reports to the Village of the construction progress and workable days towards the Contractor's time for completion.

5. CS120 - SUBSTANTIAL COMPLETION OF PROJECT

- Provide construction inspection services when notified by the Contractor that the Project is substantially complete. Prepare written punch lists during substantial completion inspections.
- Prepare Certificate of Substantial Completion.

6. CS130 - COMPLETION OF PROJECT

- Provide construction inspection services when notified by the Contractor that the Project is complete. Prepare written punch lists during final completion inspections.
- Review the Contractor's written guarantees and issue a Notice of Acceptability for the Project by the Village.
- Review the Contractor's requests for final payment, and advise the Village of the amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
- Prepare construction record drawings which show field measured dimensions of the completed work which the Engineers consider significant and provide the Village with one set of reproducible record drawings within ninety (90) days of the Project completion.
- Update Village's GIS with new information and provide the Village with electronic copy of the Record Drawings.

7. CS140 - PROJECT CLOSEOUT

- Provide construction-related engineering services including, but not limited to, General Construction Administration and Resident Project Representative Services.

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VILLAGE OF ROUND LAKE
AGENDA ITEM SUMMARY

TITLE: GENERATOR PREVENTATIVE MAINTENANCE CONTRACT

Agenda Item No. 5.4

Executive Summary

Staff is recommending a three year contract with Steiner Power Systems to conduct preventative maintenance on Village owned generators. The list of generators to be serviced is attached. Three quotes were received:

Dreislker Electric Motors, Inc.	\$19,653.00
Steiner Power Systems	\$25,120.00
Patten Cat	\$28,551.00

Steiner Power Systems was not the lowest quote but they have contracted with the Village for these services for the last two years and staff has been very pleased with their work. Given the critical function of the backup generators, staff feels it is important to work with a veteran company with a proven track record in lieu of the lowest quote.

Combined with the previous maintenance completed in the spring, this work will be \$354.60 over budget.

Recommended Action

Adopt a Resolution Accepting a Three-year Contract from Steiner Power Systems to Provide Preventative Maintenance on Village Owned Generators in an amount not to exceed \$25,120.00.

Committee: PW/F&CA and Engineering		Meeting Date(s): 08/01/16 & 08/15/16	
Lead Department: Public Works		Presenter: Adam Wedoff, Director of Public Works	
Item Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If amount requested is over budget, a detailed explanation of what account(s) the overage will be charged to will be provided in the Executive Summary or attached detail.	Account(s)	Budget	Expenditure
	Other Items	\$36,434.00	
	Item Requested	\$7,500.00	\$5,010.00
	YTD Actual		\$9,411.52
	Amount Encumbered		\$0.00
	50-60-79-77903	\$43,934.00	\$14,421.52
	Request is over/under budget:		
	Under		\$29,512.48
	Over	-	

Resolution 2016-R-___

**A Resolution Accepting a Three-Year Proposal from Steiner Power Systems
to Conduct Preventative Maintenance on Village Owned Generators**

BE IT RESOLVED by the Village President and Board of Trustees of the Village of Round Lake as follows:

Section One: That the three-year proposal from Steiner Power Systems to provide preventative maintenance on Village owned generators, attached hereto as Exhibit A, is hereby approved at a cost not to exceed \$25,120.00.

Section Two: Steiner Power Systems did not submit the lowest quote for service, but Steiner Power Systems has provided generator preventative maintenance services for the Village over the last two years and staff has been very pleased with Steiner Power Systems' work. Given the critical function of the backup generators, staff feels it is important to work with an experienced company that has a proven track record of reliable quality service. Therefore, staff recommends that the Village approve Steiner Power Systems' proposal despite the fact that it was not the least expensive quote.

Section Three: That the Mayor, or his designee, is authorized to take all necessary steps to implement this Resolution.

Section Four: That this Resolution shall be in full force and effect from and after its passage and approval as required by law.

APPROVED:

Daniel A. MacGillis, Village President

ATTEST:

Patricia C. Blauvelt, Village Clerk

PASSED:

APPROVED:

AYES:

NAYS:

ABSENT:

Exhibit A

Proposal from Steiner Power Systems

May 23, 2016

Village of Round Lake
751 W Town line Road
Round Lake, IL 60073

Re: Preventive Maintenance - Quotation Number TZ160523-14A

Thank you for the opportunity to provide our quotation for (2) visits PM agreement per year for three years, for your (10) generators. This agreement is complete with pricing, equipment schedules and a description page of the service options available. Please select the desired months for service and return the agreement at your convenience. Upon receipt of this agreement, our service department, @ 847-956-3098 will schedule an appropriate visit day & time.

PUBLIC WORKS GARAGE SPECTRUM 300KW YEAR 1 2016/2017

PM2 Generator & ATS Inspection, oil & filter change \$ 710.00
PM1 Generator & ATS Inspection..... \$ 270.00*
Oil Sample with full lab results..... \$ 55.00

*to be done six months apart from PM2

TOTAL \$ 1035.00

PUBLIC WORKS GARAGE SPECTRUM 300KW YEAR 2 2017/2018

PM2 Generator & ATS Inspection, oil & filter change \$ 710.00
PM1 Generator & ATS Inspection..... \$ 270.00*
Oil Sample with full lab results..... \$ 55.00

*to be done six months apart from PM2

TOTAL \$ 1035.00

PUBLIC WORKS GARAGE SPECTRUM 300KW YEAR 3 2018/2019

PM2 Generator & ATS Inspection, oil & filter change \$ 725.00
PM1 Generator & ATS Inspection..... \$ 280.00*
Oil Sample with full lab results..... \$ 55.00

*to be done six months apart from PM2

TOTAL \$ 1060.00

POTABLE 80KW KOHLER YEAR 1 2016/2017

PM2 Generator & ATS Inspection, oil & filter change	\$ 495.00
PM1 Generator & ATS Inspection.....	\$ 270.00*
Oil Sample with full lab results.....	\$ 55.00
*to be done six months apart from PM2	
TOTAL	\$ 820.00

POTABLE 80KW KOHLER YEAR 2 2017/2018

PM2 Generator & ATS Inspection, oil & filter change	\$ 495.00
PM1 Generator & ATS Inspection.....	\$ 270.00*
Oil Sample with full lab results.....	\$ 55.00
*to be done six months apart from PM2	
TOTAL	\$ 820.00

POTABLE 80KW KOHLER YEAR 3 2018/2019

PM2 Generator & ATS Inspection, oil & filter change	\$ 520.00
PM1 Generator & ATS Inspection.....	\$ 280.00*
Oil Sample with full lab results.....	\$ 55.00
*to be done six months apart from PM2	
TOTAL	\$ 855.00

DAWN MARIE LIFT STATION YEAR 1 2016/2017

PM2 Generator & ATS Inspection, oil & filter change	\$ 420.00
PM1 Generator & ATS Inspection.....	\$ 270.00*
Oil Sample with full lab results.....	\$ 55.00
*to be done six months apart from PM2	
TOTAL	\$ 745.00

DAWN MARIE LIFT STATION YEAR 2 2017/2018

PM2 Generator & ATS Inspection, oil & filter change	\$ 420.00
PM1 Generator & ATS Inspection.....	\$ 270.00*
Oil Sample with full lab results.....	\$ 55.00
*to be done six months apart from PM2	
TOTAL	\$ 745.00

DAWN MARIE LIFT STATION YEAR 3 2018/2019

PM2 Generator & ATS Inspection, oil & filter change	\$ 445.00
PM1 Generator & ATS Inspection.....	\$ 280.00*
Oil Sample with full lab results.....	\$ 55.00
*to be done six months apart from PM2	
TOTAL	\$ 780.00

WELL #3 KOHLER 300KW YEAR 1 2016/2017

PM2 Generator & ATS Inspection, oil & filter change \$ 710.00
PM1 Generator & ATS Inspection..... \$ 270.00*
Oil Sample with full lab results..... \$ 55.00
*to be done six months apart from PM2
TOTAL \$ 1035.00

WELL #3 KOHLER 300KW YEAR 2 2017/2018

PM2 Generator & ATS Inspection, oil & filter change \$ 710.00
PM1 Generator & ATS Inspection..... \$ 270.00*
Oil Sample with full lab results..... \$ 55.00
*to be done six months apart from PM2
TOTAL \$ 1035.00

WELL #3 KOHLER 300KW YEAR 3 2018/2019

PM2 Generator & ATS Inspection, oil & filter change \$ 735.00
PM1 Generator & ATS Inspection..... \$ 280.00*
Oil Sample with full lab results..... \$ 55.00
*to be done six months apart from PM2
TOTAL \$ 1070.00

CEDAR LAKE LIFT STATION OLYMPIAN 100KW YEAR 1 2016/2017

PM2 Generator & ATS Inspection, oil & filter change \$ 565.00
PM1 Generator & ATS Inspection..... \$ 270.00*
Oil Sample with full lab results..... \$ 55.00
*to be done six months apart from PM2
TOTAL \$ 890.00

CEDAR LAKE LIFT STATION OLYMPIAN 100KW YEAR 2 2017/2018

PM2 Generator & ATS Inspection, oil & filter change \$ 565.00
PM1 Generator & ATS Inspection..... \$ 270.00*
Oil Sample with full lab results..... \$ 55.00
*to be done six months apart from PM2
TOTAL \$ 890.00

CEDAR LAKE LIFT STATION OLYMPIAN 100KW YEAR 3 2018/2019

PM2 Generator & ATS Inspection, oil & filter change \$ 590.00
PM1 Generator & ATS Inspection..... \$ 280.00*
Oil Sample with full lab results..... \$ 55.00
*to be done six months apart from PM2
TOTAL \$ 925.00

ROSE WOOD LIFT STATION WINCO 22KW YEAR 1 2016/2017

PM2 Generator & ATS Inspection, oil & filter change \$ 420.00
PM1 Generator & ATS Inspection..... \$ 270.00*
Oil Sample with full lab results..... \$ 55.00
*to be done six months apart from PM2
TOTAL \$ 745.00

ROSE WOOD LIFT STATION WINCO 22KW YEAR 2 2017/2018

PM2 Generator & ATS Inspection, oil & filter change \$ 420.00
PM1 Generator & ATS Inspection..... \$ 270.00*
Oil Sample with full lab results..... \$ 55.00
*to be done six months apart from PM2
TOTAL \$ 745.00

ROSE WOOD LIFT STATION WINCO 22KW YEAR 3 2018/2019

PM2 Generator & ATS Inspection, oil & filter change \$ 445.00
PM1 Generator & ATS Inspection..... \$ 280.00*
Oil Sample with full lab results..... \$ 55.00
*to be done six months apart from PM2
TOTAL \$ 780.00

WELL #2 KOHLER 100KW YEAR 1 2016/2017

PM2 Generator & ATS Inspection, oil & filter change \$ 430.00
PM1 Generator & ATS Inspection..... \$ 270.00*
Oil Sample with full lab results..... \$ 55.00
*to be done six months apart from PM2
TOTAL \$ 755.00

WELL #2 KOHLER 100KW YEAR 2 2017/2018

PM2 Generator & ATS Inspection, oil & filter change \$ 430.00
PM1 Generator & ATS Inspection..... \$ 270.00*
Oil Sample with full lab results..... \$ 55.00
*to be done six months apart from PM2
TOTAL \$ 755.00

WELL #2 KOHLER 100KW YEAR 3 2018/2019

PM2 Generator & ATS Inspection, oil & filter change \$ 455.00
PM1 Generator & ATS Inspection..... \$ 280.00*
Oil Sample with full lab results..... \$ 55.00
*to be done six months apart from PM2
TOTAL \$ 790.00

CURRAN LIFT STATION OLYMPIAN 40KW YEAR 1 2016/2017

PM2 Generator & ATS Inspection, oil & filter change \$ 420.00
PM1 Generator & ATS Inspection..... \$ 270.00*
Oil Sample with full lab results..... \$ 55.00
*to be done six months apart from PM2
TOTAL \$ 745.00

CURRAN LIFT STATION OLYMPIAN 40KW YEAR 2 2017/2018

PM2 Generator & ATS Inspection, oil & filter change \$ 420.00
PM1 Generator & ATS Inspection..... \$ 270.00*
Oil Sample with full lab results..... \$ 55.00
*to be done six months apart from PM2
TOTAL \$ 745.00

CURRAN LIFT STATION OLYMPIAN 40KW YEAR 3 2018/2019

PM2 Generator & ATS Inspection, oil & filter change \$ 445.00
PM1 Generator & ATS Inspection..... \$ 280.00*
Oil Sample with full lab results..... \$ 55.00
*to be done six months apart from PM2
TOTAL \$ 780.00

PRAIRIE WALK LIFT STATION OLYMPIAN 100KW YEAR 1 2016/2017

PM2 Generator & ATS Inspection, oil & filter change \$ 420.00
PM1 Generator & ATS Inspection..... \$ 270.00*
Oil Sample with full lab results..... \$ 55.00
*to be done six months apart from PM2
TOTAL \$ 745.00

PRAIRIE WALK LIFT STATION OLYMPIAN 100KW YEAR 2 2017/2018

PM2 Generator & ATS Inspection, oil & filter change \$ 420.00
PM1 Generator & ATS Inspection..... \$ 270.00*
Oil Sample with full lab results..... \$ 55.00
*to be done six months apart from PM2
TOTAL \$ 745.00

PRAIRIE WALK LIFT STATION OLYMPIAN 100KW YEAR 3 2018/2019

PM2 Generator & ATS Inspection, oil & filter change \$ 445.00
PM1 Generator & ATS Inspection..... \$ 280.00*
Oil Sample with full lab results..... \$ 55.00
*to be done six months apart from PM2
TOTAL \$ 780.00

ARDEN LIFT STATION OLYMPIAN 50KW YEAR 1 2016/2017

PM2 Generator & ATS Inspection, oil & filter change \$ 420.00
PM1 Generator & ATS Inspection..... \$ 270.00*
Oil Sample with full lab results..... \$ 55.00
*to be done six months apart from PM2
TOTAL \$ 745.00

ARDEN LIFT STATION OLYMPIAN 50KW YEAR 2 2017/2018

PM2 Generator & ATS Inspection, oil & filter change \$ 420.00
PM1 Generator & ATS Inspection..... \$ 270.00*
Oil Sample with full lab results..... \$ 55.00
*to be done six months apart from PM2
TOTAL \$ 745.00

ARDEN LIFT STATION OLYMPIAN 50KW YEAR 3 2018/2019

PM2 Generator & ATS Inspection, oil & filter change \$ 445.00
PM1 Generator & ATS Inspection..... \$ 280.00*
Oil Sample with full lab results..... \$ 55.00
*to be done six months apart from PM2
TOTAL \$ 780.00

TOTAL FOR ALL 10 UNITS YEAR 1 \$ 8,260.00

TOTAL FOR ALL 10 UNITS YEAR 2 \$ 8,260.00

TOTAL FOR ALL 10 UNITS YEAR 3 \$ 8,600.00

TOTAL FOR ALL THREE YEARS \$ 25,120.00

The following pricing is based on service performed during normal business hours: 7:00am-4pm Monday – Friday. Note that any additional repairs will be charged at prevailing rate at time of service. Thank you for allowing Steiner Power Systems® to assist with your service needs. Should you have any questions and/or require further information, please feel free to contact me.

Sincerely,

Tom Zapp
Steiner Power Systems®
Service Account Manager
847-439-5148 Fax
847-489-1750 Cell

Annual Preventive Maintenance Program

Steiner Power Systems® will provide a complete program of preventive maintenance for the maintenance for the generator(s) listed in "on Quote Page". To maintain the equipment in good working order, factory-trained technicians will perform all preventive maintenance tasks in accordance with the guidelines issued by the generator manufacturer.

This preventative maintenance program meets the manufacturer's requirements to properly maintain and service your equipment. All work will be performed during the normal Steiner Power Systems® working hours unless otherwise indicated in the supplemental service section of this agreement.

The annual preventive maintenance program includes 2 FOR 10 UNITS FOR THREE YEARS operating inspection(s) covering the work outlined in Service Option 1 and Option 2. Also Steiner Power Systems® will provide a written report of findings, corrective actions, and recommendations following each visit.

JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC

Supplemental Services

Around-the-Clock Emergency Service – Steiner Power Systems® technicians will respond to ensure proper and reliable operation of all items listed in "Quote Page". Additional services outside the scope this agreement, will be billed at our prevailing rates for field labor.

Billed Additional

Service Not Included in this Agreement

Services performed outside of our normal business hours: 7:30am – 4pm, Monday - Friday. If additional service is required, Steiner Power Systems® will make specific recommendations, including tasks required, prices and timing. Upon customer agreement, work will be performed according to specifications in a timely manner.

Pricing & Payment

The One year price of this agreement shall be AS PER QUOTE PAGE plus applicable taxes, and is payable at time of service by billing your established open account. Power Systems® reserves the right to add to any account outstanding more than thirty (30) days, a charge of one and one-half percent (1-1/2%) of the principal amount due at the end of each thirty (30) day period.

Terms of this Agreement

The term of this Agreement shall be one year commencing on 2016. To cancel this contract, Steiner Power Systems® must obtain your written notice 30 days before the next scheduled service date.

Terms & Conditions

In addition, this agreement is subject to the Terms and Conditions included with this agreement.

<p>Customer: VILLAGE OF ROUND LAKE</p> <hr/> <p>PH: 847-366-8004</p> <p>Fax:</p> <p>Attn : MARK</p> <p>X</p> <hr/> <p>Accepted by</p> <p>Name:</p> <hr/> <p>Title:</p> <hr/>	<p>X</p> <hr/> <p>TOM ZAPP</p> <p>Title: Service Account Manager</p> <hr/> <p>Date: 5/23/16</p> <p>Quote # TZ160523-14A</p> <hr/> <p>X</p> <hr/> <p>Approved by Steiner Power Systems®</p> <p>Name:</p> <hr/> <p>Title: General Manager</p> <hr/>
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STEINER POWER SYSTEMS®

Generator Sales, Service & Rental

Division of Steiner Electric Company

1275 Touhy Ave. Elk Grove Village, IL, 60007

1-847-956-3098

Service Option 1

General

Visual Inspection – inspect generator for foreign materials, loose or broken fittings, guards, and components. Advise any items in need of repair.

A. Cooling System

1. Radiator/Heat Exchanger – visual inspection for leaks, damage, and debris.
2. Check for proper louver operation.
3. Coolant – visual inspection for correct levels and condition of coolant (rust, oil or other contaminants). Check coolant conditioner concentration and temperature protection levels. Add up to one (1) pint of coolant conditioner.
4. Check filler cap gasket and sealing surfaces.
5. Hoses and Connections – visual inspection of all hoses for deterioration, check tightness of connections.
6. Fan Drive Pulley and Fan – check for loose or worn pulleys and lube fan drive bearing. Check fan operation and clearance.
7. Fan Belts- inspect for wear and deterioration. Check tension and adjust as necessary.
8. Jacket Water Heater- inspect for proper operation. Check thermostat setting for proper coolant temperature.
9. Water pump – visual and operation inspection for leaks or unusual noises.

B. Fuel System

1. Fuel Tank- visual inspection of fuel tank system for leaks and fuel level.
2. Test day tank pump for operation.
3. Inspect fuel condition for contaminants.
4. Water Trap / Separator – drain water from fuel tank or water separator.
5. Fuel line and connections- inspect for leaks and tight connections. Check line brackets.
6. Governor and Controls – inspect governor oil level. Inspect controls and linkage for proper operation. Add oil as necessary.
7. Fuel filters – Primary / Secondary – inspect for damage, leaks, and proper operation. Clean primary filter.
8. Fuel Pressure – operational check of gauge if applicable.

C. Air Induction and Exhaust System

1. Air Filter Restriction Indicator– inspect for proper operation, note reading, reset indicator.
2. Air Inlet System – inspect piping and air filter housing for damaged, loose connections, and evidence of leaks. Check housing seals and gaskets.
3. Air Filter(s) Primary / Secondary – inspect, clean as necessary. Clean Air Filter housing(s) if air filter is cleaned or replaced.
4. Turbocharger – inspect for oil or exhaust leakage. Check for unusual noises and proper operation.
5. Exhaust Manifold – inspect for damage, loose or missing hardware, evidence of exhaust leakage. Inspect for oil slobbering.
6. Exhaust System – inspect silencer and piping for damage, corrosion, or leakage. Check rain cap. Check supports for vibration damage and loose connections.

D. Lube Oil System

1. Oil Level – inspect for correct oil level and contamination. Visually inspect unit for leaks.
2. Oil Pressure – Operational check of gauge.
3. Operational and visual inspection of pre lube pump.
4. Crankcase Breather – inspect for proper operation. Check for proper connection and inspect hose for deterioration. Note excessive blow by.

E. Starting System

1. Batteries – inspect for damage or evidence of electrolyte leakage. Clean and tighten all battery connections.
2. Batteries – Specify Gravity – check electrolyte level and specific gravity (non maintenance batteries only).
3. Battery Charger – inspect for proper operation, loose terminals, and deteriorated wiring.
4. Starting Motor – inspect electrical connection and wiring, Operational check for abnormal engagement and cranking noises.
5. Alternator – inspect for proper operation, loose connections, and mounting hardware. Check belts, pulleys and voltage output.

F. Engine Monitors and Safety Controls

1. Safety Controls – inspect for proper operation, loose connections and wiring deterioration, check all safety controls for proper operation.
2. Remote Annunciators and Alarms – inspect and test all panels and system alarms for proper operation.

G. Power Generator

1. Slip Ring and Brushes – remove and inspect brushes and clean slip rings. Adjust as necessary (if so equipped).
2. Space Heaters – inspect for proper operation.
3. Generator Rear Bearing –lubricate if applicable.
4. Vibration Isolators – check for proper adjustment and condition.

H. Control Panel

1. Start Controls – Manual / Auto – check for proper operation. Check automatic start.
2. Voltmeter – operational check for correct readings. Check voltage level, voltage gain, and voltage drop adjustment.
3. Ammeter – operational check for correct readings. Load and no load readings, if possible.

I. Operational Test

1. Cold start engine, check for abnormal noises, leaks, and vibrations; run 30 minutes.
2. Check operation of all safety devices including water temperature, oil pressure, over speed, over crank, etc.
3. Check and record amps, volts, oil pressure, water temperature, fuel pressure, frequency and kilowatt-output (if possible).
4. Check and record time for startup for signal delay, engine start, load pick up automatic load transfer and load re-transfer.
5. Restore system to automatic operation.

Service Option 2 (Includes All services Level 1 Inspection PLUSE THESE ADDITIONAL SERVICES)**A. Fuel System**

1. Filters-remove primary & secondary filters inspect for contamination & install new filters.

B. Lube Oil System

1. Change oil filter(s) and engine oil.
2. Crankcase Breather-inspect and clean.

A. Breakers and ATS

1. Circuit Breakers – inspect for free movement and tightness of connections
2. Automatic Transfer Switch- inspect for proper operation and tightness of connections (performed at time of PM only with customer authorization)

Optional Services available at additional cost

A. Replacement Batteries

B. Engine oil sample and analysis

C. Engine coolant sample and analysis

D. Cooling System

1. Coolant – Drain, Flush and refill (Standard HD, Long Life, and Propylene Glycol per original fill).
2. Thermostats – Replacement

E. Diesel fuel polishing

F. Vibration testing

1. Check the engine (6) locations and the generator at three (3) locations.
Test components and record readings to plot any changes.

G. Device Thermal Scanning

H. Generator load testing

1. Test generator set with load banks for two (2) hours. Record data and note engine-operating condition. Load unit incrementally to 100% run capacity for quoted test time.
2. Four (4) hours testing available

Preventive Maintenance and Inspection Agreement: Terms & Conditions

Exclusions

It is understood that the following are not the responsibility of Steiner Power Systems® under this Agreement:

- A. Operation of the equipment.
- B. Services, repairs or replacement necessitated by misuse, improper operation of covered equipment against Steiner Power Systems® recommendations, or negligence of customer, customer's employees, agents, contractors or invitees.
- C. Replacement of equipment/components due to corrosion, lack of proper water treatment, vibration, electrolytic action, or causes beyond Steiner Power Systems® control.
- D. Inspections, alterations or replacements required by insurance companies, municipal or governmental authorities.
- E. Replacement of major components which cannot be repaired due to age or unavailability of replacement parts.
- F. Replacement or servicing of equipment or components such as fuses, starters, circuit breakers, disconnect switches, electrical and control wiring, structural supports, and decorative casings unless specifically included in this Agreement.
- G. In the event that repairs or replacements performed by Steiner Power Systems® are a recoverable cost or an allowable claim under any policy of insurance under which Customer is an insured party [primary, additional, or otherwise] or a loss payee, Customer agrees to present such claim to the insurer and to diligently pursue such claim, and Customer further agrees that Steiner Power Systems® shall be entitled to payment for such repairs or replacements to the extent Customer receives payment from the insurer. Upon request by Steiner Power Systems® Customer shall assign its rights under and for such claim to Steiner Power Systems®.
- H. The work shall not include the detection, abatement, encapsulation, or removal of asbestos or products, materials, or equipment containing asbestos or any other hazardous material. Customer shall notify Steiner Power Systems® in writing if any hazardous materials, including without limitation asbestos, are present at the jobsite. Customer shall take adequate precautions to protect Steiner Power Systems®, its employees, agents and subcontractors from such hazardous material and will arrange for others to remove or encapsulate such hazardous materials if necessary for the performance of the work. Customer agrees to indemnify and save Steiner Power Systems®, its employees, agents and subcontractors harmless from and against any loss, injury [including death] or liability of any nature arising out of or resulting from exposure of any person or property to hazardous materials at the jobsite.

INSPECTION

If Steiner Power Systems® should find any equipment covered under this Agreement to be in need of repair and replacement, Steiner Power Systems® will inform the Customer in writing of the equipment condition and the proposed corrective action. When Steiner Power Systems® so notifies the Customer, it is understood that Steiner Power Systems® will not be responsible for the present or future repair, replacement, or operability of the equipment until such time as the equipment is restored to a condition acceptable to Steiner Power Systems®.

Customer Responsibilities

In order to permit Steiner Power Systems® to properly perform the services included in this Agreement, Customer agrees:

- A. To provide reasonable and timely access to all equipment covered in this Agreement
- B. To allow Steiner Power Systems® to start and stop equipment as necessary
- C. To provide conditions for the proper functioning of the equipment covered in this Agreement.
- D. To provide proper disposition of used oil and other wastes in accordance with applicable laws and regulations.

Limitation of Liability

All claims, causes of action, or legal proceedings against Steiner Power Systems® arising from Customer's performance or nonperformance hereunder must be commenced by Customer within the express warranty period specified below. Failure to commence any such claim, cause of action, or legal proceeding within such period shall constitute a voluntary and knowing waiver thereof by Customer. IN NO EVENT SHALL STEINER POWER SYSTEMS® LIABILITY FOR DIRECT OR COMPENSATORY DAMAGES EXCEED THE PAYMENTS RECEIVED BY STEINER POWER SYSTEMS® FROM CUSTOMER HEREUNDER WITH RESPECT TO THE ALLEGEDLY DEFECTIVE WORKMANSHIP OR MATERIALS FURNISHED BY STEINER POWER SYSTEMS® TO CUSTOMER, NOR SHALL STEINER POWER SYSTEMS® BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE. THESE LIMITATIONS SHALL APPLY UNDER ALL THEORIES OF LIABILITY OR CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

WARRANTY

STEINER POWER SYSTEMS® WARRANTS THAT THE WORK PERFORMED HEREUNDER SHALL BE DONE IN WORKMANLIKE MANNER AND THAT ALL PARTS AND COMPONENTS USED BY STEINER POWER SYSTEMS® SHALL BE FREE FROM DEFECTS IN WORKMANSHIP AND MATERIALS. THIS WARRANTY SHALL BE EFFECTIVE FOR A PERIOD OF SIX (6) MONTHS FROM THE DATE THE WORK IS DONE OR UNTIL THE DATE ON WHICH THIS AGREEMENT TERMINATES, WHICHEVER FIRST OCCURS. THE CUSTOMER'S REMEDY, SHOULD ANY BREACH OF THE WARRANTY OCCUR, SHALL BE FOR STEINER POWER SYSTEMS® TO REPAIR OR REPLACE ANY PARTS OR COMPONENTS FURNISHED BY STEINER POWER SYSTEMS® WHICH ARE SHOWN TO STEINER POWER SYSTEMS® SATISFACTION TO BE DEFECTIVE, PROVIDED THAT CUSTOMER GIVES STEINER POWER SYSTEMS® NOTICE PROMPTLY UPON DISCOVERY OF THE DEFECT. THE WARRANTY AND REMEDIES SET FORTH ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES, EXPRESSOR IMPLIED, IN LAW OR IN FACT, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE EXPRESS WARRANTIES CONTAINED IN THIS PARAGRAPH SET FORTH CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF A DEFECT IN WORKMANSHIP OR MATERIALS

TERMINATION

STEINER POWER SYSTEMS® MAY TERMINATE THIS AGREEMENT UPON WRITTEN NOTICE TO CUSTOMER IN THE EVENT THAT (1) ANY SUMS OR MONIES DUE AND PAYABLE UNDER THIS AGREEMENT ARE NOT PAID WHEN DUE, OR (2) ALTERATIONS, ADDITIONS, OR REPAIRS ARE MADE TO COVERED EQUIPMENT BY OTHERS. EITHER PARTY MAY TERMINATE THIS AGREEMENT UPON THE ANNIVERSARY DATE OF THIS AGREEMENT PROVIDED THAT WRITTEN NOTICE OF SUCH TERMINATION IS RECEIVED BY THE OTHER PARTY AT LEAST THIRTY (30) DAYS PRIOR TO THE ANNIVERSARY DATE. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OF ANY REASON BECAUSE OF SUCH TERMINATION AT THE ANNIVERSARY DATE.

DISPUTES AND CHOICE OF LAW

THIS CONTRACT SHALL BE DEEMED TO HAVE BEEN ENTERED INTO AND SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS. ALL CLAIMS, DISPUTES AND CONTROVERSIES ARISING OUT OF OR RELATING TO THIS CONTRACT, OR THE BREACH THEREOF, SHALL, IN LIEU OF COURT ACTION, BE SUBMITTED TO ARBITRATION IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, EXCEPT THERE SHALL BE A SINGLE ARBITRATION WHO SHALL RENDER A WRITTEN OPINION. ANY JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT OF COMPETENT JURISDICTION. THE SITE OF THE ARBITRATION SHALL BE CHICAGO, ILLINOIS. ALL CLAIMS ARISING OUT OF OR RELATING TO THE PERFORMANCE OR NON-PERFORMANCE OF THIS CONTRACT MUST BE COMMENCED WITHIN ONE (1) YEAR FROM THE DATE THE CLAIM AROSE. FAILURE OF EITHER PARTY TO COMPLY WITH THIS LIMITATION SHALL CONSTITUTE A VOLUNTARY AND KNOWING WAIVER OF SUCH CLAIMS.

COSTS TO STEINER POWER SYSTEMS

IN THE EVENT IT BECOMES NECESSARY FOR STEINER POWER SYSTEMS® TO INCUR ANY COSTS OR EXPENSES IN THE COLLECTION OF MONIES DUE FROM CUSTOMER, OR TO ENFORCE ANY OF ITS RIGHTS HEREUNDER, CUSTOMER, UPON DEMAND, SHALL REIMBURSE STEINER POWER SYSTEMS® FOR ALL SUCH COSTS AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY'S FEES).

ENTIRE AGREEMENT

WHEN EXECUTED BY THE PARTIES AND APPROVED BY A MANAGER OF STEINER POWER SYSTEMS®, THIS AGREEMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SERVICES COVERED HEREIN. NO OTHER REPRESENTATIONS, WARRANTIES, OR STATEMENTS (WHETHER EXPRESSED IN CUSTOMER'S PURCHASE ORDER OR OTHERWISE) SHALL BE BINDING UPON STEINER POWER SYSTEMS® UNLESS EXPRESSLY AGREED TO IN WRITING BY AN OFFICER OF STEINER ELECTRIC COMPANY.

ASSIGNMENT

CUSTOMER SHALL NOT ASSIGN THIS CONTRACT OR ANY INTEREST THEREIN WITHOUT THE PRIOR WRITTEN CONSENT OF STEINER POWER SYSTEMS®. ANY ACTUAL OR ATTEMPTED ASSIGNMENT WITHOUT STEINER POWER SYSTEMS® CONSENT SHALL ENTITLE STEINER POWER SYSTEMS®, AT ITS SOLE OPTION, TO CANCEL THIS CONTRACT, AND IN SUCH EVENT, STEINER POWER SYSTEMS® SHALL BE ENTITLED TO PAYMENT FOR ALL WORK PERFORMED AND MATERIALS FURNISHED TO THE DATE OF CANCELLATION, AS WELL AS REASONABLE COMPENSATION FOR LOST INCOME AND PROFITS.

PRICES AND TERMS

TERMS OF PAYMENT FOR GOODS SHIPPED AND/OR SERVICES RENDERED HEREUNDER SHALL BE NET ON RECEIPT OF INVOICE. STEINER POWER SYSTEMS® RESERVES THE RIGHT TO ADD TO ANY ACCOUNT OUTSTANDING MORE THAN (30) DAYS A CHARGE OF (1-½ %) OF THE PRINCIPAL AMOUNT DUE AT THE END OF EACH (30) DAY PERIOD, UNLESS EXPRESSLY STATED DIFFERENTLY ON THE INVOICE OR QUOTATION. PRICES DO NOT INCLUDE ANY PRESENT OR FUTURE SALES, USE, EXCISE, VALUE-ADDED OR SIMILAR TAXES, WHICH, WHERE APPLICABLE, SHALL BE PAID BY THE CUSTOMER. THE COMPANY IS NOT RESPONSIBLE FOR TYPOGRAPHICAL ERRORS.

QUOTATIONS

QUOTED PRICES ARE VOID AFTER 30 DAYS FROM DATE OF QUOTATION UNLESS OTHERWISE SPECIFIED.



VILLAGE OF ROUND LAKE
AGENDA ITEM SUMMARY

TITLE: POLICE LAW INSTITUTE INVOICE

Agenda Item No. 5.5

Executive Summary:

Attached is the Police Law Institute invoice #13122 in the amount of \$3,456.00 which is the annual membership fee for the period of September 1, 2016 through August 31, 2017.

The Police Law Institute is an Internet-based legal updates training system for sworn employees of the Police Department. Subscription to the Police Law Institute includes the following:

- The Monthly Legal Update & Review™
- Convenience of training from anywhere, 24 hours a day
- Certification of competency – exams scored by the Police Law Institute
- Individual officer result tracking – Management Report detailing each officer’s training and competency
- Permanent Annual Lesson Completion reports for each officer
- Individual certificates upon completion of 12 training units
- Training that covers the high-risk legal subject areas, including: Legal Use of Force; Legal Contacts, Investigatory Stops, and Arrests; Legal Searches and Seizures; and Legal Interrogation.

The annual cost is \$128 per sworn member. Based on 27 sworn members, the annual fee is \$3,456.00.

Recommended Action:

Adopt a Resolution Authorizing the Village of Round Lake Police Department to Continue the Participation in the Police Law Institute Training Program in an Amount not to Exceed \$3,456.00

Committee: Police		Meeting Date: August 1, 2016 & August 15, 2016	
Lead Department: Police		Presenter: Michael Gillette	
Item Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If amount requested is over budget, a detailed explanation of what account(s) the overage will be charged to will be provided in the Executive Summary or attached detail.	Account No(s):	Budget:	Actual Request:
	01-40-75-77511	\$13,279.00	\$3,456.00
	YTD Actual		
	Encumbered		\$0.00
	Request		3,456.00
	Total:	\$13,279.00	\$3,456.00
	Request is over/under budget:		
	Under		\$9,823.00
	Over	-	

Resolution 2016-R-___

**A Resolution Authorizing the Police Department to Continue Participation
in the Police Law Institute Training Program**

BE IT RESOLVED by the Village President and Board of Trustees of the Village of Round Lake as follows:

Section One: That the annual membership fee for the period of September 1, 2016 to August 31, 2017 for the Police Law Institute subscription, an internet-based legal updates training system for sworn employees of the Police Department, attached hereto as Exhibit A, is hereby approved at a cost not to exceed \$3,456.00.

Section Two: That the Mayor, or his designee, is authorized to take all necessary steps to implement this Resolution.

Section Three: That this Resolution shall be in full force and effect from and after its passage and approval as required by law.

APPROVED:

Daniel A. MacGillis, Village President

ATTEST:

Patricia C. Blauvelt, Village Clerk

PASSED:

APPROVED:

AYES:

NAYS:

ABSENT:

Exhibit A

Invoice from the Police Law Institute



Police Law Institute
PO Box 49
North Liberty, IA 52317

INVOICE

Date	Invoice #
9/1/2016	13122

Round Lake Police Department
741 W Town Line Rd
Round Lake, IL 60073

Renewal Date	P.O. No.	Terms
		Net 30

Quantity	Description	Rate	Amount
27	1 year subscription to the Illinois Monthly Legal Update & Review, monthly and annual management reports, and individual officer participation certificates.	128.00	3,456.00

Thank you for your business.	Total	\$3,456.00
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Phone #	E-mail
800-554-5358	info@policelaw.org



VILLAGE OF ROUND LAKE
AGENDA ITEM SUMMARY

TITLE: IMRF AUTHORIZED AGENT

Agenda Item No. 5.6

Executive Summary:

The Village Board has the authority to designate an authorized agent as the Village’s official representative for the purposes of conducting business with the Illinois Municipal Retirement Fund. Therefore, the Village Administrator recommends that Brandy Schroff, Human Resources Manager be designated as the authorized IMRF agent for the Village of Round Lake. .

Attached is

- A resolution for the appointment
- IMRF Form 2.20: Notice of Appointment of Authorized Agent
- IMRF Authorized Agent Responsibilities

Recommended Action:

Adopt a Resolution Authorizing the Appointment of Brandy Schroff as the Illinois Municipal Retirement Fund Authorized Agent for the Village of Round Lake

Committee: -	Meeting Date: August 1, 2016 & August 15, 2016																															
Lead Department: Administration	Presenter: Steven J. Shields, Village Administrator																															
Item Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A If amount requested is over budget, a detailed explanation of what account(s) the overage will be charged to will be provided in the Executive Summary or attached detail.	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Account(s)</th> <th style="text-align: center;">Budget</th> <th style="text-align: center;">Expenditure</th> </tr> </thead> <tbody> <tr> <td>XX-XX-XX-XXXXX</td> <td style="text-align: center;">-</td> <td></td> </tr> <tr> <td>Item Requested</td> <td></td> <td></td> </tr> <tr> <td>Y-T-D Actual</td> <td></td> <td></td> </tr> <tr> <td>Amount Encumbered</td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align: right;">Total:</td> <td style="text-align: center;">\$0.00</td> <td style="text-align: center;">\$0.00</td> </tr> <tr> <td colspan="3">Request is over/under budget:</td> </tr> <tr> <td style="text-align: right;">Under</td> <td colspan="2">-</td> </tr> <tr> <td style="text-align: right;">Over</td> <td colspan="2">-</td> </tr> </tbody> </table>	Account(s)	Budget	Expenditure	XX-XX-XX-XXXXX	-		Item Requested			Y-T-D Actual			Amount Encumbered						Total:	\$0.00	\$0.00	Request is over/under budget:			Under	-		Over	-		
Account(s)	Budget	Expenditure																														
XX-XX-XX-XXXXX	-																															
Item Requested																																
Y-T-D Actual																																
Amount Encumbered																																
Total:	\$0.00	\$0.00																														
Request is over/under budget:																																
Under	-																															
Over	-																															

Resolution 2016-R-XX

A Resolution Authorizing the Appointment of Brandy Schroff as the Illinois Municipal Retirement Fund Authorized Agent for the Village of Round Lake

WHEREAS, the Village Board of the Village of Round Lake has the authority to designate an authorized agent as the Village's official representative for the purposes of conducting business with the Illinois Municipal Retirement Fund (IMRF); and

WHEREAS, the Village Administrator recommends that Brand Schroff, Human Resources Manager, be designated as authorized agent for the Village of Round Lake for IMRF.

NOW, THEREFORE, BE IT RESOLVED by the Village President and Board of Trustees of the Village of Round Lake as follows:

Section One: That Brandy Schroff be designated to act as the authorized agent on behalf of the Village of Round Lake in all matters affecting the administration of the IMRF.

Section Two: That such powers and duties of Brandy Schroff, as the authorized agent, shall include: a) the filing of petitions for nominations of an Executive Trustee of IMRF; and b) the authority to cast a ballot for the election of an Elective Trustee of IMRF.

Section Three: That any and all previous designations are hereby revoked by this resolution.

Section Four: That the foregoing recitals are hereby found as fact and made a part hereof.

Section Five: That this Resolution shall be in full force and effect from and after its passage and approval as required by law.

APPROVED:

Donald Newby, Village President Pro-Tem

ATTEST:

Patricia C. Blauvelt, Village Clerk

PASSED:

APPROVED:

AYES:

NAYS:

ABSENT:



NOTICE OF APPOINTMENT OF AUTHORIZED AGENT

IMRF Form 2.20 (Rev. 10/2014)

INSTRUCTIONS

- The governing body of an IMRF employer (including townships) can appoint any qualified party as the employer's IMRF Authorized Agent.
- The governing body makes the appointment by adopting a resolution.
- The clerk or secretary of the governing body must certify the appointment (see Certification below).
- Mail the completed form to the Illinois Municipal Retirement Fund.
- A copy of the completed form should be retained by the employer.
- The new Authorized Agent will need to register for a new User ID on IMRF Employer Access.

EMPLOYER NAME		EMPLOYER IMRF I.D. NUMBER	
AUTHORIZED AGENT'S SALUTATION <input type="checkbox"/> Dr. <input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms.	LAST NAME	FIRST NAME	MIDDLE INITIAL JR., SR., II, ETC.
TYPE OF GOVERNING BODY			
DATE APPOINTMENT MADE (MM/DD/YYYY)	EFFECTIVE DATE OF APPOINTMENT (MM/DD/YYYY)	POSITION TITLE	
<p>Powers and duties delegated to Authorized Agent pursuant to Sec. 7-135 of Illinois Pension Code by governing body (P.A. 97-0328 removed the requirement that the Authorized Agent be a participant in IMRF to file a petition or cast a ballot):</p> <p>To file Petition for Nominations of an Executive Trustee of IMRF <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>To cast a Ballot for Election of an Executive Trustee of IMRF <input type="checkbox"/> Yes <input type="checkbox"/> No</p>			
X SIGNATURE OF AUTHORIZED AGENT NAMED ABOVE		DATE (MM/DD/YYYY)	
CERTIFICATION			
I, _____, do hereby certify that I am _____ <small>NAME</small> <small>CLERK OR SECRETARY</small>			
of the _____ <small>NAME OF EMPLOYER</small>			
and the keeper of its books and records and the foregoing appointment and delegation were made by resolution duly adopted on the date indicated.			
SEAL		SIGNATURE OF CLERK OR SECRETARY	
BUSINESS ADDRESS			
All correspondence and communications with the Authorized Agent are to be addressed as follows:			
NAME (IF DIFFERENT FROM ABOVE)			
<input type="checkbox"/> Dr. <input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms.			
BUSINESS ADDRESS			
CITY STATE AND ZIP + 4			
DAYTIME TELEPHONE NO. (with Area Code)		ALTERNATE TELEPHONE NUMBER (with Area Code)	
FAX NO. (with Area Code)		EMAIL ADDRESS	

IMRF

2211 York Road Suite 500 Oak Brook, IL 60523-2337

Employer Only Phone: 1-800-728-7971 Member Services Representatives 1-800-ASK-IMRF (1-800-275-4673) Fax (630) 706-4289



2 - Authorized Agent Responsibilities

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Sample Forms

Exhibits

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- 2C 2.50 Forms / Publications Request

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Authorized Agent Responsibilities

2.00 Introduction

This section of the manual explains the need for an Authorized Agent, defines the qualifications, powers, and duties of the position, and gives the procedures for appointment of an Authorized Agent.

2.10 Necessity for an Authorized Agent

The IMRF program is complex. It involves substantial cash outlays by units of government (IMRF employers) and precious rights to IMRF members.

Its benefits as part of an effective personnel program may be lost—or even turned into a disadvantage—by weak or ineffective local administration. Therefore, a well-informed local official or employee is essential as the point of contact with IMRF.

Specific reasons why an Authorized Agent is necessary:

1. To centralize the local administration of IMRF in one person.
2. To file payroll reports and member forms, pay contributions, file benefit applications for members and advise members and local governing bodies.
3. To act as the agent of the governing body in IMRF matters. (An Authorized Agent is not an agent of IMRF.)

2.20 Qualifications of an Authorized Agent

The Authorized Agent should be a person with the necessary skills and authority to serve both the unit of government (the IMRF employer) and its IMRF members.

It is recommended that the Authorized Agent be a member of IMRF. (A “member” refers to an employee working in an IMRF-qualified position as well as an employee receiving an IMRF pension and working in a position that does not qualify for IMRF participation or provides the employee the option of participating in IMRF, e.g., elected office.)

All Authorized Agents, regardless of IMRF participation status, may submit a nominating petition and cast a ballot in an Executive Trustee election. The Authorized Agent’s governing body must still delegate such powers to the Authorized Agent on his or her notice of appointment (Form 2.20). The Authorized Agent does not need to be an officer in the unit of government, but preferably should be a full-time employee.

The Authorized Agent should have the following qualifications:

1. A close working knowledge of all personnel employed by the unit of government, including new and terminated employees.
2. Access to personnel records, payrolls, and other employee compensation records.
3. An adequate channel of communications with the local governing body or chief executive officer.
4. Sufficient time to perform local administrative IMRF functions.

2.30 Powers and Duties of an Authorized Agent

The IMRF Act specifies the general powers and duties of an Authorized Agent, and the powers and duties which a governing body may by law delegate to its Authorized Agent.

2.31 Powers and Duties of an Authorized Agent as Specified by the Illinois Pension Code

The duties of an Authorized Agent as they appear in the Illinois Pension Code: (40 ILCS 5/7-135)

Sec. 7-135. Authorized Agents

- a. Each participating municipality and participating instrumentality shall appoint an Authorized Agent who shall have the powers and duties set forth in this section.

In absence of such appointment, the duties of the Authorized Agent shall devolve upon the clerk or secretary of the municipality or instrumentality and in the case of township school trustees upon the township school treasurer.

- b. The Authorized Agent shall have the following powers and duties:
 1. To certify to the fund whether or not a given person is authorized to participate in the fund;
 2. To certify to the fund when a participating employee is on a leave of absence authorized by the municipality;
 3. To request the proper officer to cause employee contributions to be withheld from earnings and transmitted to the fund;
 4. To request the proper officer to cause municipality contributions to be forwarded to the fund promptly;
 5. To forward promptly to all participating employees any communications from the fund for such employees;
 6. To forward promptly to the fund all applications, claims, reports and other communications delivered to him or her by participating employees;
 7. To perform all duties related to the administration of this retirement system as requested by the fund and the governing body of his or her municipality.

2.32 General Powers and Duties Explained

The general powers and duties are as follows:

1. To determine and certify to IMRF which employees are covered by IMRF (see Section 3, Part I - Schools or Section 3, Part II - Other than Schools for coverage).
2. To see that proper IMRF member contributions are withheld from employees' earnings (see Section 4 for withholding procedures).
3. To complete payroll reports and promptly forward IMRF member and employer contributions to IMRF (see Section 4 for reporting procedures).
4. To promptly forward all communications directed to members and beneficiaries by IMRF, including:
 - a. Member ballots for employee trustees
 - b. Personal Statements of Benefits (member statements of account)
 - c. Leaflets, bulletins, and other informational material.
5. To keep the governing body informed regarding:

- a. Employer contribution rates and funds required to meet participation costs
 - b. Employer accounts receivable and other charges
 - c. Matters requiring governing body approval as well as the general administration of IMRF.
6. To assist members in filing participation papers (see Section 6), and applications for retirement pensions and other benefits, and to assist members' beneficiaries in filing applications for survivor's benefits (see Section 5).
 7. To perform other administrative duties in connection with IMRF, such as:
 - a. Answering members' questions, including questions about Personal Statement of Benefits, and if necessary, assist them in communicating with IMRF.
 - b. Carefully reviewing the annual statements of employer account issued by IMRF and reconciling them with the unit of government's records.
 8. To sign all payroll reports, notices of member participation and termination, and other forms and communications on behalf of the unit of government. The Authorized Agent may affix his or her signature by stamped facsimile signature. **In the absence of the Authorized Agent, the person authorized to sign should be instructed to affix the Authorized Agent's name, then add "by" and sign his or her own name.**

Such procedure should NOT be followed when submitting information via Employer Access. Anyone authorized to act on behalf of the Authorized Agent should be assigned an Employer Access Web Assistant account. See section 2.90.

2.33 Delegated Powers and Duties

The governing body of an employer may delegate the following powers and duties to an Authorized Agent regardless of the Agent's IMRF participation status:

1. To file a petition for nomination of an executive trustee of IMRF.
2. To cast a ballot for election of an executive trustee of IMRF.

All Authorized Agents, regardless of IMRF participation status, may submit a nominating petition and cast a ballot in an Executive Trustee election.

The Authorized Agent's governing body must still delegate such powers to the Authorized Agent on his or her notice of appointment (Form 2.20).

2.35 Authorized Agent Training

IMRF provides training for Authorized Agents and other individuals involved in the administration of IMRF.

IMRF's Authorized Agent Certification Programs offer an overview of an Authorized Agent's responsibilities. Topics covered include enrollment, wage reporting, service credits, benefits, and employer rates. After an individual attends all the sessions, he or she receives a plaque identifying him or her as a Certified Authorized Agent.

IMRF recommends that **anyone** involved in the administration of IMRF attend a Certification program, including individuals who attended previous training sessions or who have been involved in the administration of IMRF for many years.

2.40 Appointment of an Authorized Agent

The procedures for appointment of an Authorized Agent are as follows:

1. The governing body would appoint an Authorized Agent by passing a resolution. As required by law, the governing body would appoint only one Authorized Agent.
2. The resolution must specify the powers and duties, if any, delegated to the Authorized Agent by the governing body (see paragraph 2.33 Delegated Powers and Duties).
3. IMRF is to be notified of the appointment and of the powers and duties delegated. Use IMRF Form 2.20, "Notice of Appointment of Authorized Agent" (Exhibit 2A).
4. To change Authorized Agents, the governing body would follow the same procedures used in the original appointment.

If an Authorized Agent is not appointed, the unit of government's clerk, or the secretary of the governing body is the Authorized Agent.

2.50 Township Supervisors

Public Act 98 – 0218 removed the requirement that the Township Supervisor must serve as the Authorized Agent. Townships can name any person with the necessary skills and authority to serve both the unit of government (the IMRF employer) and its IMRF members as its Authorized Agent.

2.60 Web Assistants

IMRF employers (units of government) that have several instrumentalities and/or departments may wish to appoint Web Assistants.

Web Assistants are responsible to the appointed Authorized Agent and would perform such functions as are delegated to them by the Authorized Agent and the governing body. In contacts with IMRF, they must operate through the appointed Authorized Agent.

1. Employer Access account
The Authorized Agent should set up an Employer Access Web Assistant account for any Web Assistants (see Section 2.90). An Employer Access User ID functions as an electronic signature.

Each employee who submits information to IMRF through Employer Access should have his or her own Employer Access account. Using another employee's account to submit information to IMRF is the same as signing that employee's name—instead of your own—on a form.

2. Training
IMRF recommends that **anyone** involved in the administration of IMRF attend an Authorized Agent Certification program, including individuals who attended previous training sessions or who have been involved in the administration of IMRF for many years.

2.70 Delivery of Communications

Delivery of any communications or document by a member or unit of government (IMRF employer) to the Authorized Agent does not constitute delivery to IMRF.

2.80 IMRF Forms

IMRF no longer mails paper forms to employers that have Internet access. IMRF forms can be downloaded from www.imrf.org. Several forms can be completed electronically via secure Employer Access. Employers without Internet access can continue to request blank forms from IMRF.

2.85 Quick Reference Guides

IMRF has developed a series of Procedure Checklists as well as an Employer Forms Guide for use by Authorized Agents and their assistants—anyone involved in the local administration of IMRF.

2.90 Secure Employer Access Area of www.imrf.org

IMRF's Employer Access area is a secure area of IMRF's website (www.imrf.org). The purpose of Employer Access is to provide IMRF employers with information specific to your employer's account.

IMRF Online employer functions can be divided into three functions:

1. Administrative functions will allow you to:
 - a. Sign on to IMRF's Employer Access area.
 - b. Update and maintain your own profile information.
 - c. There are three types of Employer Access accounts:

Authorized Agent (AA) account: Administers all accounts and has access to all Employer Access functions. The AA account is ultimately responsible for setting up and maintaining all other accounts.

Security Administrator account: Set up by the AA, has access to all the functions of an AA account. This type of account is a good choice when the Authorized Agent at your employer would prefer someone else to handle the day-to-day administration of IMRF and Employer Access. There can be only one Security Administrator account for each employer.

Web Assistant account: Set up and maintained by either the AA or Security Administrator. The ability to use Employer Access functions is limited by security permissions set up by the AA or Security Administrator.

Note: If you have a Web Assistant account and later become the AA at your employer, you must set up a new AA account for your use. You should not continue to use your Web Assistant account.

Your User ID functions as an electronic signature. **Each employee—including Web Assistants—who submits information to IMRF through Employer Access should have his or her own Employer Access account.**

IMRF sends most employer communications electronically. We send these electronic communications to the email addresses in Employer Access. Each account owner should have his or her *own unique email address* entered into the contact information for the account.

Keep the account active

Logging in to your Employer Access account at least every 60 days (especially AA accounts) keeps the account active. After an account has been unused for 90 days, IMRF begins the steps to delete the account.

Delete Unused Accounts

You should delete unused accounts as soon as they are no longer needed (for example, when an employee leaves). While IMRF will eventually delete unused accounts, from a security standpoint it is better if you delete an account as soon as you are aware that it is no longer necessary.

2. Current Employer Account functions will allow you to:
 - a. View resolutions your employer has adopted.
 - b. View your employer contribution rates.
 - c. View/update certain wage report information.
 - d. View/update certain member information.
 1. Participation information (enrollment date, termination date if applicable, plan type, etc.)
 2. Member address
 3. Member employment/plan information
 4. Benefit application status
 5. Payments from member
 6. Final rate of earnings (FRE) and service credit
 7. Documents received or requested
 - e. Transmit monthly wage reports.
 - f. Upload documents to IMRF.
3. Because online transactions are more accurate, more efficient, and faster, employers with Internet access are required to submit the following transactions via Employer Access.
 - a. Monthly wage and contribution reports
 - b. Form 3.20, "Wage and Contribution Adjustments"
 - c. Form 6.10, "Notice of Enrollment"
 - d. Form 6.19, "Member Employment Information"
 - e. Form 6.20, "Member Information Change"
 - f. Form 6.41, "Termination of IMRF Participation"

To access this area of IMRF Online, go to the Employer Access area of the IMRF website at www.imrf.org, and complete the online registration process.

Please note: You cannot request a user ID and password by phone or email due to security restrictions.



AGENDA ITEM SUMMARY

TITLE: CURRENT TECHNOLOGIES CONTRACT

Agenda Item No. 5.7

Executive Summary

Attached is a new IT Support Agreement with Current Technologies. The agreement is the same as the existing contract with Current Technologies. The new hourly labor rate is \$125.00, a slight increase over last year, 2.46%. The vendor does not charge the Village a trip fee or other miscellaneous expenses. The hourly rate is discounted from their standard labor rate of \$155.00/ hour. The coverage dates on this new Agreement are from 8/1/16 thru 7/31/17.

Staff is recommending the Village Board approve the agreement with Current Technologies as they have been highly instrumental in supporting the Village/staff with the many technology changes completed in the past few years. In addition, they have been extremely responsive with “help desk” items and providing the resources of the many questions and issues staff had in the past year.

Finally, staff and Current Technologies continue to meet to be sure all topics of concern were addressed and any budgeted items to be purchased were brought forth as time permitted.

Recommended Action

Adopt a Resolution Approving an Agreement for Information Technology Support with Current Technologies

Committee: -		Meeting Date: August 1, 2016 & August 15, 2016	
Lead Department: Administration		Presenter: Steven J. Shields, Village Administrator	
Item Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If amount requested is over budget, a detailed explanation of what account(s) the overage will be charged to will be provided in the Executive Summary or attached detail. Note: The item requested amount is based on 192 hours per year (12 months x 16 billable hours) x the hourly rate of \$125/hour.	Account(s)	Budget	Expenditure
	01-20-91-99107	\$44,904.00	
	Item Requested	\$18,750.00	\$18,000.00
	Y-T-D Actual		\$4,416.90
	Amount Encumbered		\$0.00
	Total	\$63,654.00	\$22,416.90
	50-60-91-99107	\$10,750.00	
	Item Requested	\$6,250.00	\$6,000.00
	Y-T-D Actual		\$1,418.25
	Amount Encumbered		\$0.00
Total	\$17,000.00	\$7,418.25	
Grand Total		\$80,654.00	\$29,835.15
Request is over/under budget:			
	Under		\$50,818.85
	Over	-	

Resolution 16-R-xx

A Resolution Approving an Agreement for Information Technology Support

WHEREAS, the Village of Round Lake has determined that it is in the best interest of the residents of the Village of Round Lake to enter into a certain **AGREEMENT FOR INFORMATION TECHNOLOGY SUPPORT** with Current Technologies Corporation for 1 (one) year. Said Agreement is attached as Exhibit A;

NOW, THEREFORE, BE IT RESOLVED by the Village President and Board of Trustees of the Village of Round Lake as follows:

1. The Agreement for Information Technology Support with Current Technologies Corporation is hereby approved.
2. The Mayor or his designee is authorized to execute all necessary documents to carry out the purposes of this resolution.

APPROVED:

Daniel A. MacGillis, Village President

ATTEST:

Patricia C. Blauvelt, Village Clerk

PASSED:

APPROVED:

YES:

NAYS:

ABSENT:



Village of Round Lake, IL
Agreement for Information Technology Support

Objectives

1. To provide a cost effective on-site technology support solution
2. To provide 24 x 7 emergency response
3. To provide remote off-site administration and troubleshooting capabilities
4. To provide guidance and recommendations with regard to technology strategic planning

Solutions

Current Technologies Corporation (CTC) has developed the following approach for providing the Village of Round Lake (client) with a comprehensive solution to meet the above outlined objectives:

1. To provide a cost effective on-site technology support solution

CTC will provide a primary and secondary consultant trained and familiar with the technologies in use at the client.

CTC will have a consultant report to the client site two (2) days per month, as agreed upon, for eight (8) hours each day for a period of twelve (12) months.

The CTC on-site consultant will work on tasks as assigned and prioritized by designated members of the Village of Round Lake staff.

The CTC on-site consultant will perform duties such as, but not necessarily limited to the following:

- Provide technical support services
- Perform project based work such as server and/or desktop hardware upgrades/software upgrades
- Provide support and technical specifications for upcoming projects
- Create procedural documentation
- Perform in-depth troubleshooting of servers and desktop systems
- Analyze requirements and translate them into priorities and action plans
- Develop good working relationships with client & team members
- Effectively communicate technical & business concepts to personnel on all levels
- Act in the capacity of a project coordinator; keeping client informed of the current work status, coordinating with client any downtime, and keeping client informed of schedule and scope changes
- Remain up-to-date regarding relevant technology issues and advances

The on-site plan is flexible. If the client requires the on-site consultant to work more hours than established in the routine schedule, accommodations can be made.

2. To provide 24 x 7 emergency response

For service/support needs occurring outside of normal business hours of Monday through Friday, 8:00A.M. to 5:00P.M. and holidays, CTC has on-call engineers available. Call the main office at 630-388-0240 and select option #1 for service.

An on-call engineer will respond and provide remote or onsite support. The hourly rate for emergency support is 1.5 times the normal hourly rate.

3. To provide remote off-site administration and troubleshooting capabilities

CTC will setup and maintain remote access to client’s network to enable routine administration and troubleshooting tasks to be performed when needed. Client may use this resource during normal business hours when CTC consultant is not onsite at client’s location to request and receive additional support. Client will be invoiced separately when using this remote service.

4. To provide guidance and recommendations with regard to technology strategic planning

CTC will engage with the client on a quarterly basis (or similar schedule based upon mutual agreement) to:

- o Provide feedback on the current status of network, server, software, and desktop systems
- o Provide recommendations/ improvements and/or upgrades for network, server, software and desktop systems
- o Perform research to determine the costs/benefits related to any upgrade

Terms

CTC will reduce our standard contracted hourly labor rate from \$155.00/hour to \$125.00/hour for the Consultant provided client commits to the following items:

1. A twelve (12) month agreement committing to a minimum of sixteen (16) billable hours per month (annualized to 192 hours for the year). Upon mutual agreement days or hours may be added, deleted or shifted in accordance with client and Current Technologies’ requirements.
2. The client will set a firm schedule of hours to be worked so that Current Technologies can schedule consultants to work other locations on the off hours.

Please sign below as acceptance of pricing, terms and conditions. The previously agreed upon standard terms and conditions agreement including non-competition and non-disclosure clauses will remain in full effect.

Current Technologies Corporation

Village of Round Lake, IL

Date

Date

August 1, 2016
Contract Start Date

July 31, 2017
Contract Expiration Date



VILLAGE OF ROUND LAKE
AGENDA ITEM SUMMARY

TITLE: METRA AGREEMENT 2016

Agenda Item No. 5.8

Executive Summary:

The Village of Round Lake currently operates and maintains four (4) commuter parking facilities on Metra owned property. The operations of the four lots are governed by the terms and conditions of two Agreements, a Land Lease (L83362) executed in 1980, and a Parking Lot Management Agreement (M30052) executed in 1988.

For the sake of simplification and uniformity, Metra's Real Estate Department desires to consolidate the two Agreements into one Commuter Parking Facility Operation and Maintenance Agreement.

Staff and legal counsel have reviewed the agreement and have no issues with the document. A resolution will be done to adopt the agreement when brought forward to the Village Board.

Recommended Action:

Adopt a Resolution Approving an Agreement for the Operations and Maintenance of a Commuter Parking Facility in the Village of Round Lake

Committee: -	Meeting Date: August 1, 2016 & August 15, 2016																															
Lead Department: Administration	Presenter: Steven J. Shields, Village Administrator																															
Item Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A If amount requested is over budget, a detailed explanation of what account(s) the overage will be charged to will be provided in the Executive Summary or attached detail.	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Account(s)</th> <th style="text-align: center;">Budget</th> <th style="text-align: center;">Expenditure</th> </tr> </thead> <tbody> <tr> <td>XX-XX-XX-XXXXX</td> <td style="text-align: center;">-</td> <td></td> </tr> <tr> <td>Item Requested</td> <td></td> <td></td> </tr> <tr> <td>Y-T-D Actual</td> <td></td> <td></td> </tr> <tr> <td>Amount Encumbered</td> <td></td> <td></td> </tr> <tr> <td> </td> <td></td> <td></td> </tr> <tr> <td style="text-align: right;">Total:</td> <td style="text-align: center;">\$0.00</td> <td style="text-align: center;">\$0.00</td> </tr> <tr> <td colspan="3">Request is over/under budget:</td> </tr> <tr> <td style="text-align: right;">Under</td> <td colspan="2">-</td> </tr> <tr> <td style="text-align: right;">Over</td> <td colspan="2">-</td> </tr> </tbody> </table>	Account(s)	Budget	Expenditure	XX-XX-XX-XXXXX	-		Item Requested			Y-T-D Actual			Amount Encumbered						Total:	\$0.00	\$0.00	Request is over/under budget:			Under	-		Over	-		
Account(s)	Budget	Expenditure																														
XX-XX-XX-XXXXX	-																															
Item Requested																																
Y-T-D Actual																																
Amount Encumbered																																
Total:	\$0.00	\$0.00																														
Request is over/under budget:																																
Under	-																															
Over	-																															

Resolution 2016-R-___

**A Resolution Approving an Agreement for the Operations and Maintenance
of a Commuter Parking Facility**

WHEREAS: The Village currently operates and maintains four (4) commuter parking facilities on property owned by the Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation (“Metra”).

WHEREAS: The operations of the four lots are governed by the terms and conditions of two Agreements, a Land Lease (L83362) executed in 1980, and a Parking Lot Management Agreement (M30052) executed in 1988.

WHEREAS: The parties desire to consolidate the two Agreements and have bargained and negotiated the terms of a single agreement that will dictate the terms of the Operations and Management of all four (4) commuter parking facilities.

NOW THEREFORE BE IT RESOLVED by the Village President and Board of Trustees of the Village of Round Lake as follows:

Section One: The consolidated Commuter Parking Facility Operation and Maintenance Agreement, attached hereto as Exhibit A, is hereby approved.

Section Two: That the Mayor, or his designee, is authorized to take all necessary steps to implement this Resolution.

Section Three: That this Resolution shall be in full force and effect from and after its passage and approval as required by law.

APPROVED:

Daniel A. MacGillis, Village President

ATTEST:

Patricia C. Blauvelt, Village Clerk

PASSED:

APPROVED:

AYES:

NAYS:

ABSENT:

Exhibit A

**Agreement for the Operation and Maintenance of a Commuter Parking Facility in the Village
of Round Lake**

**AGREEMENT FOR THE OPERATION AND MAINTENANCE OF
A COMMUTER PARKING FACILITY IN THE VILLAGE OF ROUND LAKE**

THIS AGREEMENT is entered into as of this ____ day of _____, 2016, by and between the Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation (“**Metra**”) and the Village of Round Lake, an Illinois municipal corporation (“**Municipality**”). Metra and Municipality are hereinafter sometimes individually referred to as a “**Party**” and jointly referred to as the “**Parties.**”

RECITALS

A. Metra owns real estate located north and south of its railroad tracks near Cedar Lake Road and Railroad Avenue in the Village of Round Lake, Lake County, identified by permanent index numbers 06-29-100-013, 047 and 06-29-200-004, 021 as delineated on **Exhibit A** attached to and made a part of this Agreement (“**Premises**”). Metra’s Lots 1, 2, 3 and 6, hereinafter referred to as the “**Commuter Parking Facility**” or “**CPF**” is located on the Premises.

B. Metra desires to grant to Municipality the right to manage, operate, and maintain the Commuter Parking Facility on the Premises.

C. The Parties have determined that the operation and maintenance of the CPF on the Premises is in the best interests of the public and serves a valid public purpose.

NOW, THEREFORE, for and in consideration of the foregoing Recitals, which are hereby incorporated into and made a part of this Agreement, and the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted by the Parties, Metra does hereby grant to Municipality the right to manage, operate, and maintain the CPF subject to and in accordance with the following terms covenants and conditions:

1. **FEE AND TERM.** Municipality covenants and agrees to pay Metra the sum of Ten Dollars (\$10.00) as an annual use fee for the CPF. Municipality's obligations and right to use the CPF under the terms and provisions of this Agreement shall commence on the day and year first above written or upon written notice from Municipality, with written recognition and acceptance by Metra, of the first day of operation, or another date mutually accepted by the Parties, and shall continue in force and effect for a period of forty (40) years from said date (“**Use Term**”) unless otherwise terminated as provided under the terms and conditions of this Agreement. Metra or Municipality may at any time terminate this Agreement by giving the other Party ninety (90) days prior written notice of its intention to so terminate.

2. **EXTINGUISHMENT OF PREVIOUS CONTRACT.** The Parties are currently operating Metra Lot #1 and 2, pursuant to an agreement dated August 28, 1980 (“**Metra No. L83362**”), and Metra Lot #3 and 6, pursuant to an agreement dated October 10, 1988 (“**Metra No. M30052**”). As of the date of the execution of this Agreement, the rights of the Parties established by Metra Nos. L83362 and M30052 are extinguished

3. **PURPOSE OF USE.**

(a) The Parties agree that the purpose of this Agreement is to ensure that the CPF on the Premises is maintained and operated as a CPF with daily rates for public parking. Municipality desires operate and maintain the CPF pursuant to the terms and conditions of this Agreement.

(b) Parking lot fees set and collected by Municipality shall be standardized for all patrons of the CPF and Municipality shall under no circumstances discriminate against non-residents of the Municipality in setting parking fees. The CPF shall be operated as a daily fee parking lot with spaces available on a first come, first served basis. Municipality shall have the right to issue monthly convenience passes, with Metra’s written consent. Parking shall remain on a first come, first served basis with no spaces designated or segregated for holders of the convenience passes. Metra reserves the right to review and approve the amount of the parking fees charged by Municipality, which approval shall not be unreasonably withheld provided, however, that the proposed increase is consistent with regional standards for Metra parking lots.

(c) Municipality shall have the right to continue the issuance of monthly convenience passes. Parking spaces shall remain available on a first come, first served basis with no designated or segregated area for holders of the convenience passes.

(d) As long as adequate indemnification, insurance, and sufficient alternative commuter parking (if necessary) are provided and Metra has given Municipality prior written approval, the Municipality shall be permitted to use or allow others to use, the Parking Facility, or any lesser portion thereof, for municipal or civic events sponsored by or approved by the Municipality. Prior written approval from Metra shall not be unreasonably withheld.

4. **USE BY METRA AND PUBLIC.** Metra further reserves unto itself, its successors and assigns, permittees and licensees the right to use said Premises in the general conduct of its railroad business. Municipality shall not interfere with or infringe upon Metra's or the public's lawful use of the said Premises so reserved. Municipality further agrees that Municipality and Municipality's employees and invitees in and about said Premises shall be subject to the oversight of Metra relating to the operation of Metra commuter facilities and to Metra's railroad operations. Metra reserves the nonexclusive right to regulate and control the people who enter said Premises and their conduct and reserves the right to enter upon said Premises at any time and to eject therefrom any disorderly person or persons.

5. **MAINTENANCE, ACCESS, AND RELOCATION.**

(a) Municipality, at its own cost and expense, shall manage the CPF and shall be responsible for the performance of “**Routine Maintenance**” throughout the Use Term. Routine Maintenance shall include but shall not be limited to snow removal, salting, insurance, lighting upkeep, sealing and patching pavement, restriping as needed (but, no less than every eight (8) years), repairing and replacing parking signage, patrolling the Premises, and payment of utility expenses associated with the operation of the CPF on the Premises. Municipality shall also be responsible for capital improvements to the CPF including but not limited to major rehabilitation, excavation, demolition of structures, new construction, light standard placement or replacement necessitated by damage to a structure. Capital improvements shall be mutually agreed by both Parties.

(b) Municipality, at its own cost and expense, shall be responsible for the “**Standard Maintenance**” of all landscaping on and along the Premises. For purposes of this Agreement, Standard Maintenance shall include without limitation watering, weeding, mowing, trimming, mulching as dictated by the specific plantings on the Premises and CPF, and the replacement or removal of dead shrubs and trees pursuant to municipal ordinances regarding landscaping.

(c) Metra reserves the right to relocate the CPF or any portion thereof, at its own cost and expense, in the vicinity of the Premises with no liability for damages to Municipality's interest in the CPF resulting from such relocation; provided, however, that Metra shall give Municipality sixty (60) days prior written notice of its intention to relocate the existing CPF or portion thereof.

(d) Metra may, from time to time, request the Municipality to perform Metra's obligations regarding maintenance, replacements, or repairs (“**Work**”) on Metra's behalf. Only upon receipt of a written request from Metra, Municipality may, at its option, affect such Work, provided that Metra shall have prior written notice of Municipality's intention to so perform and Municipality **shall not** begin any Work until it receives a written notice to proceed (“**Notice to Proceed**”) from Metra. Said Notice to Proceed shall contain any restrictions that may be necessary regarding work to be performed, plan approval and any procedures required for reimbursement of funds for the cost of any Work performed on behalf of Metra. It is further agreed that Metra shall be under no obligation to pay for any costs arising from Work performed prior to receiving, or falling outside the restrictions or scope of, the Notice to Proceed. All such Work shall be done lien-free and in a good and workmanlike manner consistent with the quality of labor and materials used in originally constructing such improvements and in accordance with all applicable laws and Railroad requirements and regulations to be advised by Metra.

6. **RAIL SERVICE.** Metra makes no warranties or representations, expressed or implied, as to continued rail service to the Premises.

7. **PARKING REVENUES.**

(a) Municipality shall establish and maintain adequate accounting records of all Revenues collected and expenses incurred based on generally accepted accounting principles consistent with the manner Municipality maintains records of its other accounts in order to ensure

compliance with this Agreement. Municipality shall permit and shall require its contractors to permit Metra, the Regional Transportation Authority (“RTA”), the Northeast Illinois Regional Commuter Railroad Corporation (“NIRCRC”) or any other agency authorized to perform such audit and inspection, to inspect all work, material and other data and records with regard to the Revenue collected and to audit the books and accounts of Municipality and its contractors with respect to said Revenues. Municipality shall submit a report to Metra, annually and upon request, to include a statement of Revenues collected and spent for the operation of the CPF for the preceding year, and the Municipality’s Parking Fund balance. Municipality shall make its records available to Metra at mutually convenient times. Furthermore, Municipality shall immediately notify Metra if the CPF is to be used in a manner substantially different from that intended by this Agreement. At the option of Metra, Metra and Municipality shall conduct a yearly joint inspection of the Premises and the CPF to assure compliance with the terms of this Agreement.

(b) All parking fees or other revenue derived from Municipality's use of the Premises, the CPF, and the other commuter parking facilities controlled by the Municipality (“Revenues”) shall first be utilized for Routine Maintenance, Standard Maintenance and administrative expenses incurred from the operation of the combined commuter parking facilities (the “Facilities”). The remainder shall be reserved for capital improvements, designated specifically to be used for future renovation or rehabilitation of the Facilities (“Parking Fund”).

(c) Municipality agrees to use existing reserved Revenues to perform major rehabilitation to the CPF, including but not limited to resurfacing and restriping of the Facilities.

(d) If this Agreement is terminated by the Municipality or by Metra for Municipality’s nonperformance, Municipality shall deliver existing Parking Fund to Metra no later than ninety (90) days after termination. Metra reserves the right to adjust the percentage of the Parking Fund as above, if it is reasonably determined and demonstrably shown that the patterns of use of the Facilities have significantly changed.

8. **LICENSE TO OPERATE.** Municipality shall pay for the cost of any licenses, permits, or fees required by federal, state or local rule, regulation, ordinance or law necessary to manage, operate and maintain the CPF

9. **SIGNS.**

(a) Municipality shall not post or place any signs on the Premises without having first received Metra’s approval of the content, design and location of the sign, which approval shall not be unreasonably withheld, provided, however, that no signs shall be permitted on or about the exterior facade of the Station Facility.

10. **COMPLIANCE (LEGAL AND INSURANCE).**

(a) Municipality shall not use or permit upon the Premises anything that will invalidate any policies of insurance held by Metra or Municipality now or hereinafter carried on or

covering the Premises, the CPF or any improvements thereon. Municipality shall manage, operate, maintain, and use the Premises and the CPF in compliance with the requirements of all local, state, and federal ordinances, laws, rules, and regulations in effect during the Use Term.

(b) Throughout the Use Term, Municipality agrees to furnish insurance in form and in such amounts as required by Metra's Risk Management Department (312-322-7093) and shall supply to Metra's Risk Management Department certificates of insurance or such other documentation acceptable to Metra's Risk Management Department evidencing the acquisition of the required insurance. Such policies of insurance or self-insurance shall include commercial general liability, automobile, workers compensation, and when required, railroad protective liability insurance coverage as stated on **Exhibit B** attached to and made a part of this Agreement ("**Insurance Requirements**"). To the extent permitted by law, said insurance shall show *The Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation, and its affiliated separate public corporation known as the Northeast Illinois Regional Commuter Railroad Corporation, both operating under the service mark Metra, as now exists or may hereafter be constituted or acquired, and the Regional Transportation Authority, an Illinois municipal corporation*, as additional insureds and shall be endorsed to assume the contractual obligations of Municipality as set forth in this Agreement. A duplicate copy of such insurance policy or a certificate of insurance and signed copy of a report showing established insurable value shall be furnished to Metra and must show on the insurance policy or the certificate of insurance that Metra will be properly notified in writing at least thirty (30) days prior to any modification or cancellation of such policy.

(c) Municipality and its agents shall not permit the existence of any nuisance on the Premises or during the operation of the CPF; shall not create dangerous or hazardous conditions on the Premises, nor allow dangerous, explosive, flammable, or combustible materials on the Premises which would increase or tend to increase the risk of fire; and further, the Municipality or its agent shall keep, observe and comply with all federal, state and local rules, regulations, ordinances, and laws having jurisdiction over the Premises or the CPF. If, as a result of the Municipality's occupancy of the Premises hereunder, any such rule, regulation, ordinance or law is violated, the Municipality shall protect, hold harmless, defend and indemnify Metra, RTA and NIRCRC from and against any and all losses, penalties, fines, costs, damages or expenses, including court costs and attorneys' fees, caused by, resulting from, or connected with such violation or violations.

(d) Municipality and its agents agree to use their reasonable best efforts to prevent the occurrence of contamination, hazardous materials or any related environmental damage or condition on the Premises during the Use Term. Should any contamination or other environmental condition occur or result from Municipality's use or occupancy of the Premises, Municipality will be responsible for all costs associated with its mitigation, cleanup and any related liability. Municipality specifically agrees to indemnify, defend and hold harmless Metra, RTA and NIRCRC from all such loss, damages, costs or liabilities, including court costs and attorneys' fees, arising from Municipality's use or occupancy of the Premises.

(e) Municipality's failure to obtain or to cause its contractors to obtain proper insurance coverage or to insure Metra, the RTA or the NIRCRC as additional insureds shall not, at

any time, operate as a waiver to Metra's right to indemnification and defense against any claims, damages or injuries covered under the terms and provisions of this Agreement.

(f) During the Use Term, Metra may make commercially reasonable increases in the amount of insurance required by Municipality or its contractor(s) and/or sub-contractor(s) under the terms and provisions of this Agreement; provided, however, that Metra shall provide Municipality notice of pending rate increases as soon as is feasible.

11. WAIVER AND INDEMNIFICATION.

(a) To the fullest extent permitted by law, the Municipality hereby assumes and agrees to release, acquit and waive any rights which Municipality may have against and forever discharge Metra, the RTA and the NIRCRC, their respective directors, administrators, officers, employees, agents, successors, assigns and all other persons, firms and corporations acting on their behalf or with their authority, from and against any and all claims, demands or liabilities imposed upon them by law or otherwise of every kind, nature and character on account of personal injuries, including death at any time resulting therefrom, and on account of damage to or destruction of property arising out of or in any way relating to or occurring in connection with the activities permitted under the terms and provisions of this Agreement or which may occur to or be incurred by the Municipality, its employees, officers, agents and all other persons acting on the Municipality's behalf while on the Premises or arising from the condition of the Premises during the term of this Agreement, except to the extent such injuries or damages are caused by the negligence or willful misconduct of Metra, the RTA, or the NIRCRC. Notwithstanding anything in this Agreement to the contrary, the releases and waivers contained in this paragraph shall survive termination of this Agreement.

(b) To the fullest extent permitted by law, the Municipality agrees to indemnify, defend and hold harmless Metra, the RTA and the NIRCRC, their respective directors, administrators, officers, agents, employees, successors, assigns and all other persons, firms and corporations acting on their behalf or with their authority, from and against any and all injuries, liabilities, losses, damages, costs, payments and expenses of every kind and nature (including, without limitation, court costs and attorneys' fees) for claims, demands, actions, suits, proceedings, judgments, settlements arising out of or in any way relating to or occurring in connection with: (i) the activities permitted under the terms and provisions of this Agreement; (ii) the condition of the Premises; (iii) the failure to investigate claims; or (iv) which may occur to or be incurred, by the Municipality, its employees, officers, agents, and all other persons acting on its behalf while on the Premises, or, except to the extent such injuries, liabilities, losses, damages, costs, payments or expenses are caused by the negligence or willful misconduct of Metra, the RTA or the NIRCRC. Metra agrees to notify the Municipality in writing within a reasonable time of any claim of which it becomes aware which may fall within this indemnity provision. The Municipality further agrees to defend Metra, the RTA, the NIRCRC, their respective directors, administrators, officers, agents and employees against any claims, suits, actions or proceedings filed against any of them with respect to the subject matter of this indemnity provision provided, however, that Metra, the RTA and the NIRCRC, may elect to participate in the defense thereof at their own expense or may, at their own expense, employ attorneys of their own selection to appear and defend the same on behalf of Metra,

the RTA, the NIRCRC, and their respective directors, administrators, officers, agents or employees. The Municipality shall not enter into any compromise or settlement of any such claims, suits, actions or proceedings without the consent of Metra, the RTA and the NIRCRC, which consent shall not be unreasonably withheld.

(c) Notwithstanding anything to the contrary contained in this Agreement, the indemnities contained in this paragraph shall survive termination of this Agreement and the indemnification and hold harmless provisions set forth in this Agreement shall not be construed as an indemnification or hold harmless against and from the negligence or willful misconduct of Metra, the RTA or the NIRCRC with respect to any construction work performed by the Municipality or those performing on behalf of or with the authority of the Municipality in violation of the Illinois Construction Contract Indemnification for Negligence Act, 740 ILCS 35/0.01 et seq.

12. **CONTRACTOR INDEMNIFICATION AND INSURANCE.**

(a) In all contracts executed by Municipality for maintenance of the Premises and the CPF (including snow removal) or for the construction, rehabilitation, improvement, repair or maintenance of structures, facilities or improvements located on the Premises, or to be located on such Premises, Municipality will require appropriate clauses to be inserted requiring contractors to indemnify, hold harmless and defend Metra, RTA and NIRCRC, their directors, employees, agents, licensees, successors and assigns from and against any and all risks, liabilities, claims, demands, losses, and judgments, including court costs and attorneys' fees, arising from, growing out of, or related in any way to work performed by such contractor(s), or their officers, employees, agents or subcontractors, and their agents or employees or the failure to perform such work.

(b) Municipality will further cause appropriate clauses to be inserted in all such contracts requiring contractors to procure and maintain comprehensive policies of insurance, insuring contractor, Metra, RTA and NIRCRC, their directors, employees, agents, successors and assigns from and against any and all risks, liabilities, claims, demands, losses and judgments, including court costs and attorneys' fees, arising from, growing out of or in any way related to the work performed or to be performed by such contractor(s), whether or not any such liability, claim, demand, loss or judgment is due to or arises from the acts, omissions or negligence of such contractor(s), or their officers, employees, agents or subcontractors and their agents or employees.

13. **IMPROVEMENTS.** Municipality shall not make any improvements to the Premises without having first obtained the prior written consent of Metra. Municipality shall submit to Metra all plans and specifications for improvements on or to any portion of the Premises and the CPF to Metra's Right-of-Way Administrator for review and approval (improvements shall not include such items of Routine Maintenance and Standard Maintenance as described in section 4 of this Agreement). Metra reserves the right to require Municipality's contractors to enter into a Right of Entry Agreement prior to commencing work on the CPF, the Premises, or any other Metra property. Metra further reserves the right to have its employees, agents or independent contractors perform such work set forth in the plans and specifications it approves and Municipality agrees to pay the cost of all such improvements performed by or on behalf of Metra, whether by Metra's employees, agents or independent contractors.

14. **LIENS.** Municipality agrees not to suffer or permit any lien of mechanics or materialmen to be placed against any portion of the Premises or CPF, and in case of any such lien attaching to the Premises or CPF, Municipality shall, at its own cost and expense, cause the same to be discharged of record within thirty (30) days or provide a bond or security acceptable to Metra sufficient to discharge such lien and any interest accrued thereon. It is further agreed by the Parties hereto that Municipality has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by act of Municipality, operation of law, or otherwise, to attach to or to be placed upon Metra's title or interest in the CPF, and any and all liens and encumbrances created or suffered by Municipality or its tenants shall attach to Municipality's interest only.

15. **TAXES.** Metra represents that the Premises is currently exempt from real estate taxes and Metra and Municipality shall use their reasonable best efforts not to take any actions during the Use Term that would result in the loss of the tax exempt status of the Premises; provided, however, that nothing in this Agreement shall be construed to prohibit the lease or license of the Premises, or any portion thereof, to a third party as long as such third party is responsible for the payment of all real estate taxes assessed against the leased or licensed premises.

16. **CAUSE FOR BREACH.** If Municipality defaults in any of Municipality's undertakings or obligations of this Agreement and Municipality receives written notice of such default from Metra, then such event or action shall be deemed to constitute a breach of this Agreement and if such default remains uncured for thirty (30) days after notice in writing, this Agreement and Municipality's use of the Premises shall automatically cease and terminate unless such cure period is extended in writing by Metra.

17. **WAIVER OF REMEDIES.** No waiver of any default of Municipality shall be implied from omission by Metra to take any action on account of such default. No express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. No receipt of money by Metra from Municipality (a) after any default by Municipality, (b) after the termination of Municipality's use, (c) after the service of any notice or demand, (d) after the commencement of any suit, or (e) after final judgment for possession of the Premises, shall waive such default or reinstate, continue or extend the Use Term or affect in any way such notice or suit, as the case may be.

18. **SURRENDER OF PREMISES.** Upon the termination of this Agreement or Municipality's use of the Premises by any manner, means, or contingency whatsoever, Municipality shall, if required by Metra, remove all of Municipality's improvements and/or property not associated with the CPF (e.g. signs, flags, banners, etc.) from the Premises, fill all excavations that have been made by Municipality and deliver possession of the Premises to Metra in as good a condition as that which existed immediately prior to the commencement of the Use Term, ordinary wear and tear excepted. Should the Municipality fail to perform such restoration, then Metra, at its election, may either remove the Municipality's improvements and property or may retain the Municipality's improvements and property as Metra's sole property. Should Municipality retain possession or use of the Premises or any part thereof after the termination of Municipality's use by Metra or as otherwise provided for in this Agreement, any such holding over shall not constitute an extension of

Municipality's use and Municipality shall pay Metra all damages, incidental or consequential as well as direct, sustained by Metra, RTA and NIRCRC and their respective directors, employees, agents and licensees by reason of such retention of possession or use. The provisions of this Section 17 do not exclude the Metra's rights of reentry or any other rights to recover use and possession of the Premises afforded Metra by law.

19. **REENTRY.** If Municipality shall breach or default in any of the terms of this Agreement and if such breach or default is not cured as provided in Section 16 above, or if Municipality's use of the Premises shall expire or terminate in any manner, it shall be lawful for Metra then or at any time thereafter to reenter the Premises and take possession thereof, with or without process of law, and to use any reasonable or necessary force for regaining possession of the CPF; provided, however, that Municipality shall have the right to remove certain of Municipality's property as hereinabove provided and to use its property in any manner that does not reasonably interfere with Metra's property rights. No termination of Municipality's use shall release the Municipality from any liability or obligation that accrued prior to said termination.

20. **CUMULATIVE RIGHTS.** All rights and remedies of Metra shall be cumulative, and none shall exclude any other rights and remedies allowed by law.

21. **SALE OR ASSIGNMENT.** Any assignment or transfer of this Agreement or the Premises by Municipality, without the written consent of Metra, its successors and assigns shall be void. Unless specifically released in writing by Metra, Municipality shall remain primarily liable to Metra regardless of Metra's consent to an assignment or sublicense by Municipality. No act of Metra, including acceptance of money by Metra from any other party, shall constitute a waiver of this provision.

22. **NOTICES.** All notices, demands, elections, and other instruments required or permitted to be given or made by either Party upon the other under the terms of this Agreement or any statute shall be in writing. Such communications shall be deemed to have been sufficiently served if sent by certified or registered mail with proper postage prepaid, hand delivered or sent by facsimile transmission, with proof of successful transmission sent by regular mail by Metra or Municipality at the respective addresses shown below or to such other party or address as either Party may from time to time furnish to the other in writing.

(a) Notices to Metra shall be sent to:

Commuter Rail Division
547 W. Jackson Boulevard
Chicago, Illinois 60661
Attn: Director, Real Estate and Contract Management
Phone: (312) 322-8006
Fax: (312) 322-7098

- (b) Notices to Municipality shall be sent to:

Village of Round Lake
442 N. Cedar Lake Road
Round Lake, Illinois 60073
Attn: Village Administrator
Phone: (847) 546-5400
Fax: _____
Email: admindept@eroundlake.com

Such notices, demands, elections and other instruments shall be considered delivered to recipient on the second business day after deposit in the U.S. Mail, on the day of delivery if hand delivered or on the first business day after successful transmission if sent by facsimile transmission.

23. **USE RESTRICTIONS.** Municipality agrees that none of the Premises and the CPF will be used, nor will Municipality permit them to be used, for parking within twenty (20) feet of the centerline of any trackage. Any portion of the Premises within twenty (20) feet from the nearest rail of any trackage shall be used only for the construction, maintenance, repair and renewal of platforms and other railroad improvements located within the railroad right of way (subject to legal clearance requirements and Metra's clearance requirements) and for no other purpose whatsoever. Any construction, rehabilitation or repair work performed by or on behalf of the Municipality occurring within twenty (20) feet of the outer rail of any track will require flagging protection provided by Metra at Municipality's sole cost and expense. Municipality and/or its contractors shall also purchase and keep in full force and effect railroad protection liability insurance during the performance of any such work.

24. **MISCELLANEOUS PROVISIONS.**

(a) This Agreement shall be binding upon and shall inure to the benefit of the Parties, and their respective successors or assigns.

(b) The captions of the Sections of this Agreement are for convenience and are not to be interpreted as part of this Agreement.

(c) Whenever the context requires or permits the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

(d) In the event the time for performance hereunder falls on a Saturday, Sunday or holiday, the actual time for performance shall be the next business day.

(e) This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

25. **SEVERABILITY.** Metra and Municipality agree that if any provision of this Agreement is held to be invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remainder would then continue to conform to the terms, purposes and requirements of applicable law and does not represent a material change to the rights or obligations of the Parties.

26. **ENTIRE AGREEMENT.** All of the representations and obligations of Metra are contained herein. Metra and Municipality agree that no change or modification to this Agreement, or any exhibits or attachments hereto, shall be of any force or effect unless such amendment is dated, reduced to writing, executed by both Parties and attached to and made a part of this Agreement. No work shall be commenced and no costs or obligations incurred as a consequence of any amendment to this Agreement or any attachments hereto unless and until such amendment has been executed and made a part of this Agreement.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, this Agreement is entered into by and between the Parties hereto as of the date and year first above written.

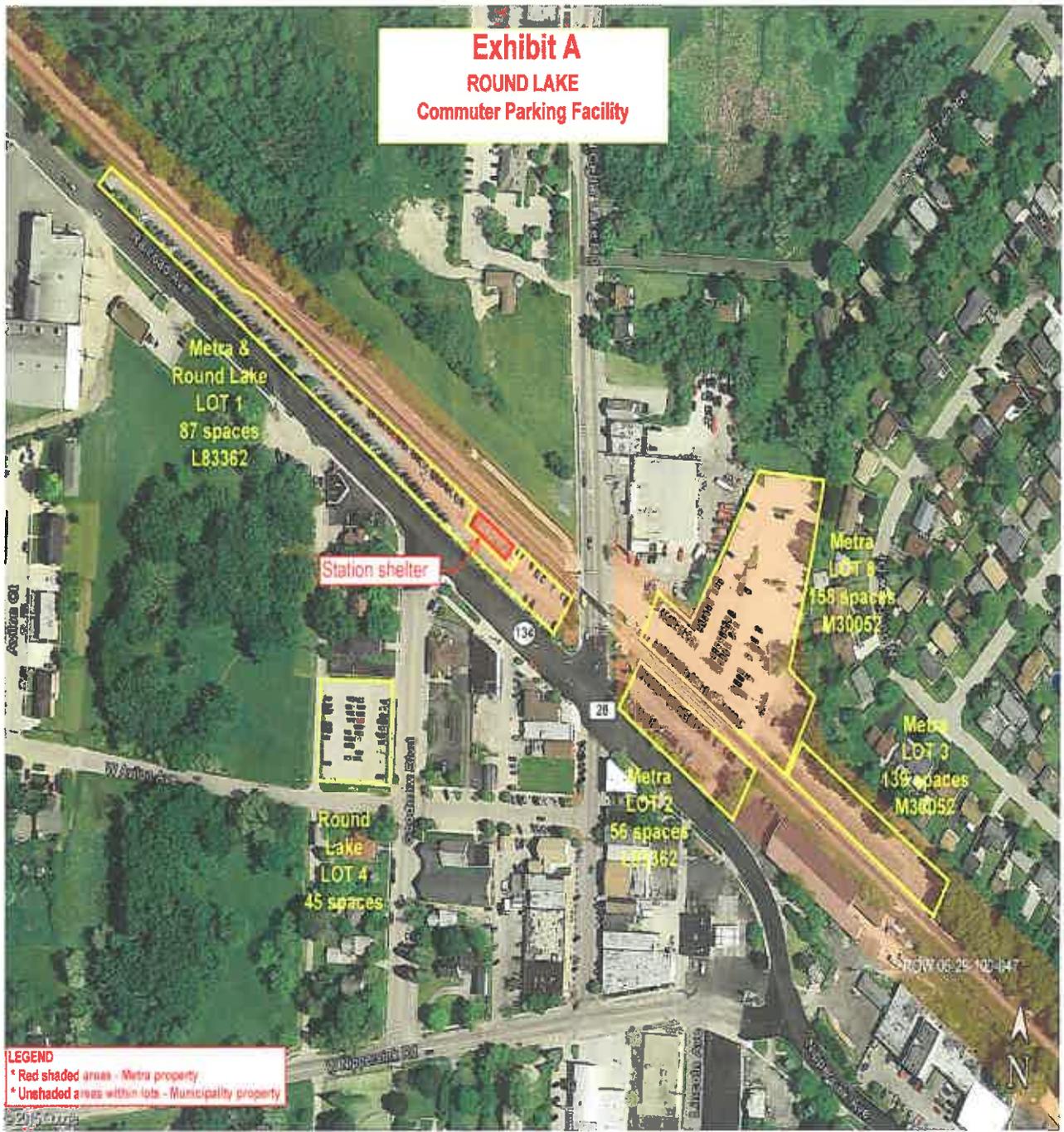
THE COMMUTER RAIL DIVISION OF
THE REGIONAL TRANSPORTATION
AUTHORITY:

VILLAGE OF ROUND LAKE:

By: _____
Donald A. Orseno, Executive Director/CEO

By: _____
Its: _____

Exhibit A
ROUND LAKE
Commuter Parking Facility



LEGEND
* Red shaded areas - Metra property
* Unshaded areas within lots - Municipality property

EXHIBIT B
Insurance Requirements

Commercial General Liability Insurance (ISO Form) of the type that normally provides coverage for general liability, or other liability insurance in a minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregated combines single limits for bodily injury or death to person or persons and property damage per occurrence.

The CGL policy shall include the following coverage limits:

Automobile Liability Insurance of the type that normally provides coverage for general liability insurance in a minimum amount of \$1,000,000 per occurrence, combines singles limit, for bodily injury or death to person or persons and property damage.

Worker's Compensation Insurance of the type that normally provides statutory coverage in a minimum amount of \$1,000,000.00.

The Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation, and its affiliated separate public corporation known as the Northeast Regional Corporation, both operating under the service mark Metra, as now exists or may hereafter be constituted or acquired, and the Regional Transportation Authority, an Illinois municipal corporation shall be designated as Additional Insured on said policies.



VILLAGE OF ROUND LAKE
AGENDA ITEM SUMMARY

TITLE: DEBT SERIES 2007 REFINANCING BOND COUNSEL
 ENGAGEMENT LETTER

Agenda Item No. 8.1

Executive Summary:

At the August 1, 2016 Committee of the Whole (COTW) meeting, a discussion was held regarding refinancing the Lakewood Grove SSA #1, #3 and #4 bonds, debt series 2007. The 2007 Bonds are callable 1/1/2017 and carry a relatively high interest rate. Per Bob Vail of Bernardi Securities, the residents of the aforementioned Lakewood Grove SSAs could realize a significant savings if interest rates remain favorable. Attached is a resolution and engagement letter for Ice Miller, the Village's bond counsel.

Recommended Action:

Adopt a Resolution Authorizing the Execution of an Agreement Between the Village of Round Lake and Ice Miller, LLC for Bond Counsel Services.

Committee: Village Board	Meeting Date: August 15, 2016																																	
Lead Department: Administration	Presenter: Wayde Frerichs																																	
Item Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Account No(s).</th> <th style="width: 30%;">Budget</th> <th style="width: 40%;">Expenditure</th> </tr> </thead> <tbody> <tr> <td>Budget Amount</td> <td></td> <td></td> </tr> <tr> <td> </td> <td></td> <td></td> </tr> <tr> <td>Y-T-D Actual</td> <td></td> <td></td> </tr> <tr> <td>Amount Encumbered</td> <td></td> <td></td> </tr> <tr> <td>Item Requested</td> <td></td> <td></td> </tr> <tr> <td> </td> <td></td> <td></td> </tr> <tr> <td style="text-align: right;">Total:</td> <td style="text-align: center;">\$0.00</td> <td style="text-align: center;">\$0.00</td> </tr> <tr> <td colspan="3">Request is over/under budget:</td> </tr> <tr> <td style="text-align: right;">Under</td> <td colspan="2">-</td> </tr> <tr> <td style="text-align: right;">Over</td> <td colspan="2">-</td> </tr> </tbody> </table>	Account No(s).	Budget	Expenditure	Budget Amount						Y-T-D Actual			Amount Encumbered			Item Requested						Total:	\$0.00	\$0.00	Request is over/under budget:			Under	-		Over	-	
Account No(s).	Budget	Expenditure																																
Budget Amount																																		
Y-T-D Actual																																		
Amount Encumbered																																		
Item Requested																																		
Total:	\$0.00	\$0.00																																
Request is over/under budget:																																		
Under	-																																	
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<p>If amount requested is over budget, a detailed explanation of what account(s) the overage will be charged to will be provided in the Executive Summary or attached detail.</p>																																		

Resolution 2016-R-___

**A Resolution Authorizing the Execution of an Agreement Between
The Village of Round Lake and Ice Miller, LLC**

BE IT RESOLVED by the Village President and Board of Trustees of the Village of Round Lake as follows:

Section One: That the Agreement between the Village and Ice Miller, LLC for Bond Counsel services, attached hereto as Exhibit A, is hereby approved at an estimated cost of between \$60,000 - \$80,000 for bond counsel services and \$40,000 - \$50,000 for disclosure counsel services, based on hourly rates between \$330 and \$610.

Section Two: That the Mayor, or his designee, is authorized to take all necessary steps to implement this Resolution.

Section Three: That this Resolution shall be in full force and effect from and after its passage and approval as required by law.

APPROVED:

Daniel A. MacGillis, Village President

ATTEST:

Patricia C. Blauvelt, Village Clerk

PASSED:

APPROVED:

AYES:

NAYS:

ABSENT:

Exhibit A

Engagement Letter from Ice Miller, LLC

July 29, 2016

WRITER'S DIRECT NUMBER: (312) 726-7127
DIRECT FAX: (312) 726-2696
INTERNET: JAMES.SNYDER@ICEMILLER.COM

CONFIDENTIAL ATTORNEY/CLIENT PRIVILEGED COMMUNICATION

Mayor Daniel A. MacGillis
Village of Round Lake
442 N. Cedar Lake Road
Round Lake, Illinois 60073

RE: Letter of Engagement of Ice Miller LLP

Dear Mayor MacGillis:

We are pleased you have asked us to serve as bond and disclosure counsel to handle the engagement described in this letter, and appreciate the opportunity to serve you. Please take a moment to review this letter (and the enclosed standard Ice Miller terms and conditions) to confirm our mutual understanding regarding your retention of Ice Miller, the scope of the engagement and the basis on which we will provide legal services to you. Please let us know if there is anything you do not understand or would like to discuss changing.

Client and Nature and Scope of the Relationship

We understand that we will be serving as bond and disclosure counsel to the Village of Round Lake, Lake County, Illinois (the "Issuer"). As Bond Counsel, our job is principally to render certain approving opinions regarding the validity of the financing under applicable state and federal laws and to render certain opinions concerning the tax status of the bonds and other matters. In order to perform those functions we will be required to perform the following functions:

1. Preparation or review of all documentation (e.g., ordinances, resolutions, agreements, leases, indentures, bonds, notices and other forms) requisite to the authorization, issuance, and sale of the bonds (including the documents previously prepared);
2. Attendance at meetings of the Issuer, when necessary, at which proceedings affecting the transaction will be considered or voted upon;
3. Consultations with the various parties (normally the financial advisor, other consultants, if any, you and the Issuer's attorney), including bond insurers, rating agencies, or letter of credit issuers, involved in the transaction regarding the details and problems of the transaction and the legal proceedings required for the transaction;
4. Responding to inquiries from prospective purchasers of the bonds;

5. Attendance at and supervision of the closing of the financing;
6. Examination of the executed transcript documents;
7. Furnishing to the Issuer and to the purchasers of the bonds an approving opinion as to the legality of the issue and the exclusion from gross income of interest on the bonds; and
8. Assembling, duplicating, and binding the transcript documents for delivery to the parties to the transaction.

We will draft documents (or review documents drafted by other parties) and generally supervise the proceedings as they move toward closing. While our primary responsibility is to the Issuer, we also have a responsibility to those persons or entities who will ultimately hold the bonds to render an independent, objective opinion on the bonds. Our main functions are to opine objectively that the bonds have been lawfully issued, that their tax status is that for which the purchasers have bargained and agreed, and that certain legal steps have been undertaken regarding timely payment of the bonds and the interest on the bonds. Unless the Issuer decides to make special arrangements, our engagement does not include post issuance advice or any obligation to monitor or give advice on the Issuer's continuing compliance with any tax requirements, as set forth in the bonds and the closing documents, which must be followed after issuance of the bonds in order to preserve the exclusion from gross income of interest on the bonds or to give advice on continuing compliance with securities law requirements.

As disclosure counsel, our job is principally to prepare the document pursuant to which the Issuer's bonds will be offered into the market for sale. In order to perform those functions we will be required to perform the following functions:

1. Prepare and/or review Preliminary Official Statement(s) and Official Statement(s);
2. Review any stated representation by Underwriter as to review of Official Statement;
3. Assist in coordinating the delivery of the Official Statement to Bernardi Securities, Inc. (the "Underwriter") on a timely basis as soon as possible;
4. Participate in customary due diligence for the Offering;
5. Review legal issues relating to the structure of the Bonds, the authorization for the offering, and the structure of the offering;
6. Prepare Bond Purchase Agreement drafts, if applicable;
7. Review opinions and closing documents from other parties;
8. Render 10b-5 statement covering Official Statement as of its date and as of the Closing Date; and

9. Prepare or review a Continuing Disclosure Agreement.

We understand that the proceeds of the bonds will be used to finance the Issuer's Special Service Area Number One, Special Tax Refunding Bonds, Series 2016, Special Service Area Number Three, Special Tax Refunding Bonds, Series 2016, Special Service Area Number Four, Special Tax Refunding Bonds, Series 2016 (collectively, the "Bonds") for the purpose of refinancing Special Service Area Number One, Special Tax Refunding Bonds, Series 2007, Special Service Area Number Three, Special Tax Refunding Bonds, Series 2007, Special Service Area Number Four, Special Tax Refunding Bonds, Series 2007 and paying for the costs of issuance associated with the Bonds. Based on the current plan of finance, it is expected that the Issuer will be issuing at least one series of bonds in order to provide for the refunding. The issues will include fixed rate issues with debt service insured by a bond insurer, as applicable. In this transaction, our job as disclosure counsel is principally to counsel the Issuer, as an issuer of municipal or other governmental securities, to comply with applicable federal and state securities laws. As such, we will work with officials of the Issuer, the Underwriter or financial advisor to review certain information compiled to be provided by the Issuer in an Official Statement. We will also conduct due diligence to investigate the accuracy of the materials compiled or provided for the Official Statement. The statement we render (the "Statement") will be based on facts and law existing as of their dates. In rendering our Statement, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer and Underwriter with applicable laws relating to the Bonds. We have agreed that our engagement as disclosure counsel is limited to performance of services related to this matter. Except to the extent otherwise specifically agreed and confirmed by us in writing, this engagement does not extend to advice or representation concerning other matters. We may agree with you to further limit or to expand the scope of our representation from time to time, provided that any such change is confirmed by us in writing. No other party is being represented by us. Please understand that while we cannot, and do not, guarantee the outcome or success of this or any other engagement or professional undertaking, we will earnestly strive to represent and serve your interests in this engagement effectively, efficiently, and responsibly while endeavoring to accomplish your objectives in this engagement.

Our engagement is for legal services, and it is understood that you are not relying on us for business, investment or accounting advice or decisions, nor to investigate the character or credit of any person with whom you may be dealing in connection with this matter. We have not been engaged to review the financial condition of the Issuer, the feasibility of the project or the refunding, or the adequacy of the security provided to bond owners, and we will express no opinion related thereto. We are not financial advisors or municipal advisors as contemplated by the Dodd-Frank Act.

I will be the primary contact as to this relationship with Ice Miller LLP. Any questions or concerns that may arise in this regard may always be directed to me, Mark Huddle or Shelly Scinto who will also provide services on the engagement.

Conflicts of Interest/Disclosure of Potential Conflicts of Interest

This engagement letter will also serve to give express written notice to the Borrower that (a) from time to time we represent in a variety of capacities and consult with most underwriters, including investment bankers, financial advisors and other persons active in the Illinois public finance market on a wide range of issues, and (b) prior to your execution of this engagement letter we may have consulted with a number of such firms regarding the Bonds, including, specifically, the Underwriter. Your acceptance of our services and execution of the enclosed copy of this letter to evidence our agreement constitutes your consent to these other engagements with the underwriter. Neither our representation of the Issuer nor such additional relationships or prior consultations will affect, however, our responsibility to render an objective statement.

Compensation; Other Important Terms and Conditions

We estimate that our fee for this financing of Bonds will be between \$60,000 - \$80,000 for bond counsel services and \$40,000 - \$50,000 for disclosure counsel services, the same being based upon what we know about the financing, time to be expended by us and our experience in working on similar transactions. None of our fees will be based upon, or related in any way to, the costs of a capital project. If, at any time, we believe that circumstances require an adjustment of our original fee estimate, we will consult with you.

Unless otherwise specifically agreed, our fees are based primarily on our hourly billing rates for attorneys, paralegals and other professionals as applied to the amount of time that we expend in providing services. My 2016 hourly rate is \$610, Mark Huddle's rate is \$415 and Shelly Scinto's rate is \$330. When appropriate in our judgment, we will involve other attorneys and paralegals or other legal assistants on work that can be performed effectively at their rates. The hourly rates of our professionals are periodically reviewed and adjusted upward to reflect the current cost of delivering comparable legal services and other market conditions. Accordingly, in preparation of our statements for professional services, we will use those hourly rates in effect at the time the services are rendered.

In addition to fees that we charge for our legal services, we also charge for ancillary services and expenses. Such charges and expenses may include long distance telephone charges, photocopying, facsimile transmission, computer research, mileage, travel expenses and other similar charges specifically applicable to the engagement. Our charges and expenses for such ancillary services are pursuant to a schedule of charges, as the same is revised from time to time. A copy of current charges and expenses is available to you upon request.

Ice Miller's standard Terms and Conditions of Engagements for Legal Services is enclosed. These terms and conditions, which cover various other aspects of this engagement, including a waiver of future conflicts of interest and provisions regarding termination and withdrawal are important and are to be read as part of this letter, as they apply to this engagement to the same extent as if they were typed as part of this letter. Unless a different engagement letter is executed in the future, the basic terms of this engagement letter will also be

Mayor MacGillis
July 29, 2016
Page 5

applicable to, and govern our professional relationship on any subsequent matters, on or in which we may become involved or engaged on your behalf.

Acceptance

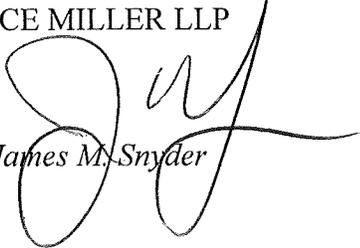
We hope that this letter and the enclosed Terms and Conditions are helpful and accurately states the scope of the representation agreed upon. We intend to provide legal services based on this letter, and will assume that this letter accurately reflects our mutual agreement (regardless of whether you sign and return this letter to us), unless you notify us in writing to the contrary. If you have any questions or wish to discuss any portion of this letter, please call me.

Mayor MacGillis
July 29, 2016
Page 6

Otherwise, please confirm for our records your acceptance of these terms and conditions by signing the copy of this letter in the space provided, and return the same to me.

Sincerely yours,

ICE MILLER LLP



James M. Snyder

Acknowledged and Agreed:

VILLAGE OF ROUND LAKE, LAKE COUNTY, ILLINOIS

Date: _____
Authorized Officer

Enclosures: Terms and Conditions of Engagements for Legal Services
Copy of Engagement Letter
Return Stamped Envelope

cc: Accounting Department

Terms and Conditions of Engagements for Legal Services

Ice Miller LLP has prepared this statement of the terms and conditions that are generally applicable to its legal services representations of its clients, in the absence of an express agreement specifically to the contrary. These terms and conditions, together with the letter or other document that references them, are the Terms and Conditions applicable to our engagement by you. When used in this document, "we" or "us" or "our" and similar terms refer to Ice Miller LLP, a limited liability partnership, and "you" or "your" and similar terms refer to the person or persons specifically identified in this statement as the client or clients of Ice Miller LLP.

Our Responsibilities

We are responsible to provide legal services to you in accordance with these Terms and Conditions and with our express understandings with you concerning the nature and scope of our representation.

Your Responsibilities

You are responsible for paying our statements for services and expenses. You also are responsible for being candid and cooperative with us and for keeping us informed with complete and accurate information, documents and other communications relevant to the subject matter of our representation or otherwise requested by us. Because it is important that we be able to contact our clients at all times in order to consult with them regarding our representation, we expect that you will inform us, in writing, of any changes in the name, address, telephone number, contact person, e-mail address, state of incorporation or other relevant changes regarding you and your business or affairs. If you affiliate with, acquire or your company is acquired by or merged with another company, you will provide us with sufficient notice to permit us to withdraw as your attorneys if we determine that such an affiliation, acquisition or merger creates a conflict of interest between any of our clients and the other party to such affiliation, acquisition or merger, or if we determine that it is not in the best interests of the Firm with respect to the resulting association with the new entity. Your failure to communicate and cooperate with us in these respects could have an adverse effect on our ability to effectively and efficiently represent your interests in this matter and may require that we suspend the rendition of further services in respect of or entirely withdraw from this engagement.

Client(s) Represented

The client or clients for this engagement are as specifically identified in the engagement letter. Our client(s) do not include natural persons or entities that are not identified as a client in the engagement letter. For clients that are companies, unless otherwise specified or agreed, this does not include individuals or persons who are shareholders, partners, members or owners of the company, or its officers, directors, managers or other representatives, or family members, nor does it include affiliates of the company. Our representation of you for the matter described in the engagement letter does not give rise to a

lawyer-client relationship with any such other individual, person or affiliate. Accordingly our representation of you will not give rise to a conflict of interest in the event other clients of ours are or become adverse to any such other individual, person or affiliate. For clients that are trade associations or other group-type organizations, our clients would not include their members or other constituents.

How We Will Work For You

We provide services to you through our attorneys and other professionals. We will designate a mutually agreeable partner whom you may contact should you have any questions or concerns at any time about our representation of you or your interests. You will keep us advised of the name(s) and contact information of the person(s) who are authorized to instruct us as to the performance of our legal services for you.

Our engagement is for legal services. While from time to time we may share with you as part of our legal advice information and insights based on our experience with respect to certain market, industry or business practices, structures, or the like, it is understood that you will be solely responsible for determining the extent to which other professional services and advice are obtained and for making all decisions concerning business, investment and accounting matters. In addition, it is understood that we will not have any responsibility to investigate the character or credit of any person with whom you may be dealing in connection with any matter directly or indirectly related to our engagement.

How We May Communicate With You

Unless you instruct otherwise in writing, we may communicate with you using unencrypted e-mail, facsimile transmission and cellular telephone with the understanding that these methods carry an inherent risk of interception.

About Our Fees

We will charge you fees based upon the time expended and other factors applicable to legal fees that are specified by applicable professional rules and standards. Unless otherwise specifically agreed, our fees are based on our hourly rates as applied to the amount of time that we expend in providing services. Our base hourly rates for

work performed by our attorneys, absent special engagements or circumstances, are established effective January 1 of each calendar year. Hourly rates may change periodically without prior notice to clients, typically after the end of each calendar year, but a current schedule for anyone working on your engagement is available at any time upon request.

Payment of our fees and other charges is in no way contingent on the outcome of any matter, unless and to the extent that there is a mutual written agreement to the contrary.

Other Charges and Expenses

Our charges for ancillary services and expenses, such as long distance telephone charges, photocopying, facsimile transmission, computer research, electronic data discovery services, mileage, travel expenses and other similar charges are pursuant to a schedule of charges and expenses, as the same is revised from time to time, a copy of which is available to you upon request.

Estimates

The total amount of fees and costs relating to this matter are difficult to predict. Accordingly, we have made no commitment to you concerning the maximum fees and costs that will be necessary to resolve or complete this matter. If requested to provide an estimate of our fees for a given matter, we will endeavor in good faith to provide our best estimate, but unless there is a mutual written agreement to a fixed fee, the actual fees incurred on any project will likely differ from the estimate.

Billing Procedures

Unless we agree to an alternative billing arrangement, you will receive a statement on a monthly basis for services rendered, and for costs and other charges posted to your account, in the prior month. Payment is due upon receipt of our billing statement or within 30 days thereafter. If your account becomes more than 30 days past due, our Billing and Collection Committee will decide whether additional legal work will be performed while the account remains past due, taking into account obligations we owe to you under applicable professional conduct rules. While we typically do not charge interest on past due amounts, we reserve the right to charge interest on any amount invoiced that remains unpaid after 30 days at the rate of 1% per month until paid in full, plus all costs of collection (including reasonable attorneys' fees). Any questions or disagreements should be brought to our attention in writing within 60 days of the billing date.

Retainers

As a matter of standard practice for new clients and/or new matters, we typically request a retainer deposit before we begin work, and we may request retainers or additional retainers from time to time with respect to existing clients

and existing matters. Unless there is a mutual written agreement to the contrary, we will hold any such retainers in our firm's agency account until disbursed in accordance with these terms and conditions or other mutual written agreement. We may apply funds held as retainers to any past due account balance of your account. We will return any unapplied excess of your retainers to you within a reasonable period of time following the conclusion of the related engagement. Unless we determine in our discretion to apply all or a portion of the retainers sooner, we will apply the retainers to the final invoice for the related engagement. If we determine for any client or matter to initially waive the required retainer deposit, we nonetheless reserve the right at a later date to require a retainer deposit if conditions concerning either the extent or nature of the matter in our discretion so warrant, or should our statements not be timely paid as expected.

Your Consent to Future Conflicts of Interest

You are aware that the Firm has grown geographically and represents many other entities and individuals. Thus, during the time that we are representing you, some of our present or future clients may have disputes or transactions with you or other interests that may be adverse to yours. As part of this engagement, you agree that we may undertake in the future to represent existing or new clients in any matter that is not substantially related to any matter as to which we have represented or advised you, even if the interests of such clients in those other matters are directly or indirectly adverse to yours, and you agree not to disqualify our Firm for those conflicting representations. Of course, we agree that we will keep confidential any information of a nonpublic nature provided to us as a result of our representation of you. You acknowledge that we may obtain confidential information as a result of our representation of other clients that might be of interest to you but for the same reasons cannot be shared with you.

Document Retention

Unless you indicate otherwise to us in writing, we will assume that all papers and property that you provide to us are duplicates and that you retain all originals, so that we do not need to return them to you. When the representation concludes, we will (if you request) return any papers and property that you have provided to us (or that we have obtained for you and that belong to you) if we have them in our possession. Our drafts and work product that we create in relation to our work for you, however, belong to us. We reserve the right, subject to any applicable laws or rules of professional responsibility to the contrary, to apply records retention policies and procedures to these items and also to destroy within a reasonable time any items described in this paragraph that are retained by us.

Response to Audit Inquiries

If you ask that we do so, we will respond to your auditors concerning certain "loss contingencies" as defined by accounting standards by preparing a letter to your auditors.

To assist us in responding timely to your auditors, please direct all audit inquiries to:

Audit Letter Coordinator
Ice Miller LLP
One American Square, Suite 2900
Indianapolis, Indiana 46282-0200.

If there are any questions presented by your audit inquiry letter, our Audit Letter Coordinator will contact you. Absent special circumstances, our current fee structure for the preparation of these letters is a minimum of \$200 and a maximum of \$500, depending on the extent and number of any matters reported. However, the fee may exceed \$500 if there are many matters to be reported upon, or if the letter requires extensive substantive attention to disclosure or other related issues. This charge will appear on your statement as a line item for "Services rendered in connection with preparation of response to audit inquiry."

Termination or Withdrawal

Both you and we have the right to terminate any engagement at any time after providing reasonable advance written notice, and our withdrawal or termination is further subject to applicable rules of professional responsibility. In the event that we terminate the engagement, we will, subject to the terms hereof, take such steps as are reasonably practicable to protect your interests in the above matter and, if you so request, we will suggest to you possible successor counsel and provide that counsel with whatever papers you have provided to us. If permission for withdrawal is required by a court, we will promptly apply for such permission, and you agree to engage successor counsel to represent you. Otherwise, this representation will terminate (a) once the specific services covered within the scope of the representation have been completed and we have sent you our final statement for services rendered in this matter, or (b) if the engagement is open-ended without any specific services being described, when more than six months have elapsed from the last time you requested and we furnished legal services to you. We are not obligated to provide advice or other legal services concerning this representation to you after our representation of you is completed, or has terminated. After completion of a matter in which we have represented you, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Even though we may send you newsletters or the like after the date of termination of our engagement, we will have no responsibility to provide you with updates or advice concerning any changes in the law or regulations or future legal developments on any matter, including those matters that may have been the subject of a prior representation, unless you and we have expressly agreed that we will provide this service.

Certain Limitations

Any opinions or views, formal or informal, that we may express to you or to third parties about the outcome of a

legal matter are only our best professional estimates. Those opinions or views are necessarily limited by our knowledge of facts at the time that we express them and the law and regulations that are then in effect. You understand and agree that we cannot – and will not – promise to you, or guarantee to you, that any particular outcome will result from your legal matters.

Revised: February 2015



VILLAGE OF ROUND LAKE
AGENDA ITEM SUMMARY

TITLE: DEBT SERIES 2007 REFINANCING UNDERWRITER
 ENGAGEMENT LETTER

Agenda Item No. 8.2

Executive Summary:

At the August 1, 2016 Committee of the Whole (COTW) meeting, a discussion was held regarding refinancing the Lakewood Grove SSA #1, #3 and #4 Debt Certificates, Series 2007. The 2007 Bonds are callable 1/1/2017 and carry a relatively high interest rate. The residents of the aforementioned Lakewood Grove SSAs stand to realize a significant savings should interest rates remain favorable. Attached is a resolution and engagement letter to authorize Bernardi Securities, Inc. to structure and underwrite bonds for the purposes of refinancing the 2007 bonds.

Recommended Action:

Adopt a Resolution Authorizing the Execution of an Agreement Between the Village of Round Lake and Bernardi Securities, Inc. for Bond Underwriting Services.

Committee: Human Resources & Finance		Meeting Date: August 15, 2016	
Lead Department: Administration		Presenter: Wayde Frerichs	
Item Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A			
If amount requested is over budget, a detailed explanation of what account(s) the overage will be charged to will be provided in the Executive Summary or attached detail.	Account(s)	Budget	Expenditure
	-	-	
	Item Requested	\$0.00	\$0.00
	All Other Items	\$0.00	\$0.00
	Y-T-D Actual		\$0.00
	Amount Encumbered		\$0.00
	Total:	\$0.00	\$0.00
	Request is over/under budget:		
	Under	-	
Over	-		

Resolution 2016-R-___

A Resolution Authorizing an Agreement With Bernardi Securities To Refund the Bonds For Lakewood Grove Special Service Area Numbers 1, 3, and 4

WHEREAS, currently interest rates are at historic lows and a refunding opportunity exists for the Lakewood Grove Special Service Area (“SSA”) Bonds; and

WHEREAS, refunding the Lakewood Grove SSA Bonds will have no impact to the Village, financial or otherwise; however, it would result in savings for all property owners in the Lakewood Grove area.

NOW THEREFORE BE IT RESOLVED by the Village President and Board of Trustees of the Village of Round Lake as follows:

Section One: That the refunding by Bernardi Securities of Special Service Area Number One, Special Tax Refunding Bonds, Series 2007; Special Service Area Number Three, Special Tax Refunding Bonds, Series 2007; Special Service Area Number Four, Special Tax Refunding Bonds, Series 2007, and paying costs of issuance associated with bond, as described in the attached Exhibit A, is hereby approved.

Section Two: That the Mayor, or his designee, is authorized to take all necessary steps to implement this Resolution.

Section Three: That this Resolution shall be in full force and effect from and after its passage and approval as required by law.

APPROVED:

Daniel A. MacGillis, Village President

ATTEST:

Patricia C. Blauvelt, Village Clerk

PASSED:

APPROVED:

AYES:

NAYS:

ABSENT:

Exhibit A

Engagement Letter and Estimated Cost of Issuance from Bernardi Securities

Mr. Daniel A. MacGillis, Mayor
Village of Round Lake
442 N. Cedar Lake Road
Round Lake, Illinois 60073

Date: August 15, 2016

Dear Mayor MacGillis:

Bernardi Securities, Inc., acting as Underwriter (the "Underwriter"), anticipates structuring and underwriting Special Service Area Number One, Special Tax Refunding Bonds, Series 2016; Special Service Area Number Three, Special Tax Refunding Bonds, Series 2016; Special Service Area Number Four, Special Tax Refunding Bonds, Series 2016 (collectively the "Bonds") on behalf of the Village of Round Lake, Lake County, Illinois (the "Issuer") for the purpose of refinancing Special Service Area Number One, Special Tax Refunding Bonds, Series 2007; Special Service Area Number Three, Special Tax Refunding Bonds, Series 2007; Special Service Area Number Four, Special Tax Refunding Bonds, Series 2007 and paying for the costs of issuance associated with the Bonds.

This contract will serve as the Underwriter's authorization to structure and underwrite the Bonds. At such time as the Issuer has approved all of the documents and proceedings related to the issuance of the Bonds, the Underwriter will be expected to submit a detailed purchase agreement to the Issuer for execution that includes, among other things, final interest rates, dated date, principal maturity dates, interest payment dates, and other closing documents for issuing the Bonds.

All costs of issuance are to be paid from Bond proceeds and, as applicable, other funds. These costs include but are not limited to: legal fees, trustee fees, if any, paying agent / bond registrar fees, book-entry setup charges, closing costs, escrow verification fees, if any, escrow agent fees, if any, CUSIP costs, and any rating and bond insurance fees. Bernardi Securities, Inc.'s underwriting fee will also be paid from a percentage of Bond proceeds, which is the combination of the par amount of the Bonds and premium, if applicable. Based on this understanding, our fee shall not exceed 1.15%.

The rules of the Municipal Securities Rulemaking Board require the Underwriter to inform you that compensation that is contingent on the closing of a transaction or the size of a transaction presents a conflict of interest. While this form of compensation is customary in the municipal securities market, it may cause the Underwriter to recommend an offering that is unnecessary or to recommend the size of the proposed offering be larger than necessary.

In recent years, Congress has enacted legislation seeking to reform financial markets in the wake of the 2008-2009 financial crisis. One of the most prominent pieces of legislation is the Dodd-Frank Wall Street Reform and Consumer Protection Act. The implementation of Dodd-Frank has led to a series of regulatory changes governing municipal securities.

The 2011 amendments to Rule G-23 of the Municipal Securities Rulemaking Board (MSRB) and 2012 interpretative guidance under MSRB Rule G-17 require Bernardi Securities, Inc. to define its role at the earliest stages of our relationship with you for this issue.

Bernardi Securities, Inc. will only serve as an underwriter. As an underwriter, we will be acting as a principal in a commercial, arms' length transaction, and not as a municipal advisor, financial advisor, or fiduciary. At the Issuer's request, Bernardi Securities, Inc. may provide incidental services, including advice as to the structure, timing, terms and other matters concerning the issuance of the Bonds. Please note the Bernardi Securities, Inc. would be providing such services in its capacity as underwriter and not as a financial advisor to the Issuer.

As an underwriter, our purchase of the Bonds will be with a view to distribute the Bonds to investors. It is important for you to understand that, in this role, Bernardi Securities, Inc. has financial and other interests that may differ from yours.

MSRB Rule G-17 requires us to deal fairly at all times with both municipal issuers and investors. Our duty to purchase the Bonds from the Issuer at fair and reasonable prices is balanced with our duty to sell the Bonds to investors at fair and reasonable prices.

Bernardi Securities, Inc. will review the Issuer's official statement for the Bonds in accordance with, and as part of, our responsibilities to investors under federal securities laws, as applied to the facts and circumstances of this transaction.

As with any Bond issue, your obligation to pay principal and interest will be an obligation that will require you to make these payments no matter what budget constraints you encounter. Furthermore, to the extent that you agree in the Bond issue to rate covenants, additional bond tests or other financial covenants, these may constrain your ability to operate and to issue additional debt and, if you do not comply with these covenants, they can result in a failure to perform with respect to the Bond issue.

If the Bonds are issued as tax-exempt or tax-advantaged obligations, this requires that you comply with various federal tax law requirements and restrictions relating to how you use and invest the proceeds of the Bonds, how you use any facilities constructed or improved with proceeds of the Bonds and other restrictions throughout the term of the Bonds. These requirements and restrictions may constrain how you operate the financed facilities and may preclude you from capitalizing on certain opportunities. Further, violation of these requirements and restrictions can result in a loss of the tax-exempt or tax-advantaged status of the Bonds, and may cause you to become liable to the Internal Revenue Service and to the owners of the Bonds. In addition, in the event of an audit of the Bonds by the IRS, obtaining an independent review of IRS positions with which you legitimately disagree is difficult and may not be practicable.

Bernardi Securities, Inc. is a full service securities firm and as such Bernardi Securities, Inc. and its affiliates may from time to time provide brokerage and other services and products to municipalities, other institutions, and individuals, including the Issuer, certain Issuer officials and employees, and potential purchasers of the Bonds. If these services are rendered, Bernardi Securities, Inc. may receive customary compensation, however, such services are not related to the proposed offering of the Bonds.

In the ordinary course of fixed income trading business, Bernardi Securities, Inc. may purchase, sell, or hold a broad array of investments and may actively trade securities and other financial instruments, including the Bonds and other municipal bonds, for its own account and for the accounts of customers, including its employees and their family members, where Bernardi Securities, Inc. may receive a mark-up or mark-down. Such investments and trading activities may involve or relate to the offering or other assets, securities and/or instruments of the Issuer and/or persons and entities with relationships with the Issuer.

Bernardi Securities, Inc. has not identified any additional potential or actual material conflicts that require disclosure to you. If potential or actual conflicts arise in the future, we will provide you with supplemental disclosures about them.

The designation of Bernardi Securities, Inc. as underwriter applies solely to this issue. We encourage you to consult with your own legal, accounting, tax, financial and other advisors, as applicable, to the extent you deem appropriate.

Accompanying this letter is a risk disclosure document describing financial characteristics and security structures of fixed rate municipal bonds as wells as a general description of certain financial risks pursuant to MSRB Rule G-17.

If there is any aspect of the foregoing disclosures that requires further clarification, please do not hesitate to contact us. We understand that you have the authority to bind the Issuer by contract with us, and that you are not a party to any conflict of interest relating to the proposed Bond offering.

The Issuer understands the primary contacts for this process will be Robert P. Vail and John E. Balzano.

BERNARDI SECURITIES, INC,


Robert P. Vail
Senior VP/ Managing Director

ACCEPTED BY:

By: Mr. Daniel A. MacGillis
Its: Mayor

ATTEST:

By: _____
Its: _____

The above proposal accepted this date of _____, _____, by the action of the Mayor of the Village of Round Lake, Lake County, Illinois.

Village of Round Lake, Lake County, Illinois

Special Service Area Number One, Special Tax Refunding Bonds, Series 2016
Special Service Area Number Three, Special Tax Refunding Bonds, Series 2016
Special Service Area Number Four, Special Tax Refunding Bonds, Series 2016

August 15, 2016 |

RISK DISCLOSURES PURSUANT TO MSRB RULE G-17

FIXED RATE BONDS (THAT ARE NOT “COMPLEX MUNICIPAL SECURITIES FINANCINGS”)

The following is a general description of the financial characteristics and security structures of fixed rate municipal bonds (“*Fixed Rate Bonds*”), as well as a general description of certain financial risks that are known to us and reasonably foreseeable at this time and that you should consider before deciding whether to issue Fixed Rate Bonds. If you have any questions or concerns about these disclosures, please make those questions or concerns known immediately to us. In addition, you should consult with your financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate.

FINANCIAL CHARACTERISTICS

Maturity and Interest. Fixed Rate Bonds are interest-bearing debt securities issued by state and local governments, political subdivisions and agencies and authorities. Maturity dates for Fixed Rate Bonds are fixed at the time of issuance and may include serial maturities (specified principal amounts are payable on the same date in each year until final maturity) or one or more term maturities (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. The final maturity date typically will range between 10 and 30 years from the date of issuance. Interest on the Fixed Rate Bonds typically is paid semiannually at a stated fixed rate or rates for each maturity date.

Redemption. Fixed Rate Bonds may be subject to optional redemption, which allows you, at your option, to redeem some or all of the bonds on a date prior to scheduled maturity, such as in connection with the issuance of refunding bonds to take advantage of lower interest rates. Fixed Rate Bonds will be subject to optional redemption only after the passage of a specified period of time, often approximately ten years from the date of issuance, and upon payment of the redemption price set forth in the bonds, which may include a redemption premium. You will be required to send out a notice of optional redemption to the holders of the

bonds, usually not less than 30 days prior to the redemption date. Fixed Rate Bonds with term maturity dates also may be subject to mandatory sinking fund redemption, which requires you to redeem specified principal amounts of the bonds annually in advance of the term maturity date. The mandatory sinking fund redemption price is 100% of the principal amount of the bonds to be redeemed.

SECURITY

Payment of principal of and interest on a municipal security, including Fixed Rate Bonds, may be backed by various types of pledges and forms of security, some of which are described below. The description below regarding “Security” is only a brief summary of certain possible security provisions for the bonds and is not intended as legal advice. You should consult with your bond counsel for further information regarding the security for the bonds.

General Obligation Bonds. “General obligation bonds” are debt securities to which your full faith and credit is pledged to pay principal and interest. If you have taxing power, generally you will pledge to use your ad valorem (property) taxing power to pay principal and interest. All taxable property in the taxing body is subject to the levy of taxes to pay the same without limitation as to rate or amount. The term “limited” tax is used when a limit exists as to the amount of the tax (see below).

General obligation bonds constitute a debt and, depending on applicable state law, may require that you obtain approval by voters prior to issuance. In the event of default in required payments of interest or principal, the holders of general obligation bonds have certain rights under state law to compel you to impose a tax levy.

Limited Bonds. Taxing bodies, subject to the Property Tax Extension Limitation Law of the State of Illinois, as amended (the “*Extension Limitation Law*”), can issue limited bonds. Limited bonds are issued in lieu of general obligation bonds that otherwise have been authorized by applicable law. They are payable from a separate property tax levy that is unlimited as to rate, but the amount of taxes that will be extended to pay the bonds is limited by the Extension Limitation Law. Limited bonds are payable from your debt service extension base (*the “Base”*), which is an amount equal to that portion of the extension for the applicable levy year for the payment of non-referendum bonds (other than alternate bonds or refunding bonds issued to refund bonds initially issued pursuant to referendum), increased each year, beginning with the 2009 levy year, by the lesser of 5% or the percentage in the Consumer Price Index for All Urban Consumers (as defined in the Extension Limitation Law) during the 12-month calendar year preceding the levy year. The Limitation Law further provides that the annual amount of taxes to be extended to pay the limited bonds and all other limited bonds heretofore and hereafter issued by you shall not exceed the Base less the amount extended to pay certain other non-referendum bonds heretofore and hereafter issued by you and bonds issued to refund such bonds.

Limited bonds constitute a debt. In the event of default in required payments of interest or principal, the holders of limited bonds have certain rights under state law to compel you to impose a tax levy (limited as set forth in the previous paragraph).

Alternate Bonds. Section 15 of the Local Government Debt Reform Act of the State of Illinois, as amended (the “*Debt Reform Act*”), permits you to issue alternate or “double-barrelled” bonds. Alternate bonds are general obligation bonds payable from enterprise revenues or from a revenue source, or both, with your general obligation acting as backup security for the bonds. Once issued, and until paid or defeased, alternate bonds are a general obligation, for the payment of which you pledge your full faith and credit. Such bonds are payable from the levy of ad valorem property taxes upon all taxable property in your taxing body without limitation as to rate or amount. The intent of the Debt Reform Act is for the enterprise revenues or the revenue source to be sufficient to pay the debt service on the alternate bonds so that taxes need not be levied, or, if levied, need not be extended, for such payment.

The Debt Reform Act prescribes several conditions that must be met before alternate bonds may be issued. First, alternate bonds must be issued for a lawful corporate purpose. If issued in lieu of revenue bonds (as described below), then the revenue bonds must have been authorized under applicable law (including satisfying any backdoor referendum requirements) and the alternate bonds must be issued for the purpose for which the revenue bonds were authorized. If issued payable from a revenue source limited in its purposes or applications, then the alternate bonds must be issued only for such limited purposes or applications.

Second, alternate bonds are subject to a backdoor referendum. The issuance of alternate bonds must be submitted to referendum if, within 30 days after publication of the authorizing ordinance and notice of intent to issue the alternate bonds, a petition is filed. The petition must be signed by the greater of (i) 7.5% of your registered voters or (ii) the lesser of 200 of the registered voters or 15% of the registered voters, asking that the issuance of the alternate bonds be submitted to referendum. Backdoor referendum proceedings for revenue bonds and for alternate bonds to be issued in lieu of revenue bonds may be conducted at the same time.

Notwithstanding the previous paragraph, in governmental units with fewer than 500,000 inhabitants that propose to issue alternate bonds payable solely from enterprise revenues, except for alternate bonds that finance or refinance projects concerning public utilities, public streets and roads or public safety facilities and related infrastructure and equipment, if no petition is filed within 45 days of publication of the authorizing ordinance and notice, the alternate bonds may be issued. For purposes of this paragraph, the required number of petitioners for a governmental unit with more than 4,000 registered voters is the lesser of (i) 5% of the registered voters or (ii) 5,000 registered voters and the required number of petitioners for a governmental unit with 4,000 or fewer registered voters is the lesser of (i) 15% of the registered voters or (ii) 200 registered voters.

Third, you must demonstrate that the enterprise revenues are, or that the revenue source is, sufficient to meet the requirements of the Debt Reform Act. If enterprise revenues are pledged as security for the alternate bonds, you must demonstrate that such revenues are sufficient in each year to pay all of the following:

(a) costs of operation and maintenance of the utility or enterprise, excluding depreciation;

- (b) debt service on all outstanding revenue bonds payable from such enterprise revenues;
- (c) all amounts required to meet any fund or account requirements with respect to such outstanding revenue bonds;
- (d) other contractual or tort liability obligations, if any, payable from such enterprise revenues; and
- (e) in each year, an amount not less than 1.25 times debt service on all:
 - (i) outstanding alternate bonds payable from such enterprise revenues; and
 - (ii) the alternate bonds proposed to be issued.

If one or more revenue sources are pledged as security for the alternate bonds, you must demonstrate that such revenue sources are sufficient in each year to provide not less than 1.25 times (1.10 times if the revenue source is a government revenue source) debt service on all outstanding alternate bonds payable from such revenue source and on the alternate bonds proposed to be issued. You need not meet the test described in this paragraph for the amount of debt service set aside at closing from bond proceeds or other moneys.

The determination of the sufficiency of enterprise revenues or revenue source or sources, as applicable, must be supported by reference to the most recent audit of the governmental unit, which must be for a fiscal year ending not earlier than 18 months previous to the time of issuance of the alternate bonds. If such audit does not adequately show such enterprise revenues or revenue source, as applicable, or if such enterprise revenues or revenue source, as applicable, are shown to be insufficient, then the determination of sufficiency must be supported by the report of an independent accountant or feasibility analyst, the latter having a national reputation for expertise in such matters, who is not otherwise involved in the project being financed or refinanced with the proceeds of the alternate bonds, demonstrating the sufficiency of such revenues and explaining, if appropriate, by what means the revenues will be greater than as shown in the audit.

Alternate bonds may be issued to refund alternate bonds without meeting any of the conditions set forth above if the term of the refunding bonds is not longer than the term of the refunded bonds and that the debt service payable in any year on the refunding bonds does not exceed the debt service payable in such year on the refunded bonds.

Alternate bonds are not regarded or included in any computation of indebtedness for the purpose of any statutory provision or limitation unless taxes, other than a designated revenue source, are extended to pay the bonds. In the event taxes are extended, the amount of alternate bonds then outstanding counts against your debt limit until your audit shows that the alternate bonds have been paid from the pledged enterprise revenues or revenue source for a complete fiscal year.

In the event of default in required payments of interest or principal, the holders of alternate bonds have certain rights under state law to compel you to increase the pledged revenues or have the tax levy extended for such payment.

Debt Certificates. You may issue “debt certificates” to evidence your payment obligation under an installment contract or lease. Your governing body may provide for the treasurer, comptroller, finance officer or other officer of the governing body charged with financial administration to act as counterparty to the installment contract or lease, as nominee-seller or lessor. The installment contract or lease is then executed by your authorized officer and is filed with and executed by the nominee-seller or lessor. As contracts for the acquisition and construction of the project to be financed are executed (the “*Work Contracts*”), the governing body orders those Work Contracts to be filed with the nominee-seller or lessor. The nominee-seller or lessor identifies the Work Contracts to the particular installment contract or lease. Such identification permits the payment of the Work Contracts from the proceeds of the debt certificates.

Debt certificates are paid from your lawfully available funds. You are expected to agree to annually budget/appropriate amounts to pay the principal of and interest on the debt certificates. There is no separate levy available for the purpose of making such payments.

Debt certificates constitute a debt. In the event of default in required payments of interest or principal, the holders of the debt certificates cannot compel you to impose a tax levy, but you have promised the holders of the debt certificates that you will pay the debt certificates and they can proceed to file suit to enforce such promise.

Special Service Area Bonds. When special services are provided to a particular contiguous area within a municipality, in addition to the services generally provided throughout the municipality, a municipality may create a special service area. The cost of the special services may be paid from taxes levied upon the taxable real property within the area, and such taxes may be levied in the special service area at a rate or amount sufficient to produce revenues required to provide the special services.

Prior to the first levy of taxes in the special service area and prior to or within 60 days after the adoption of the ordinance proposing the establishment of the special service area, you are required to hold a public hearing and to publish and mail notice of such hearing. At the public hearing, any interested person may file written objections or give oral statements with respect to the establishment of the special service area and the levy of taxes therein. As a result of the hearing, you may delete areas from the special service area as long as the remaining area is contiguous. After the hearing, an ordinance establishing the special service area must be timely filed with the county recorder and the county clerk.

Bonds secured by the full faith and credit of the special service area territory may be issued for the purpose of providing special services. Such bonds are paid from the levy of taxes unlimited as to rate or amount against the taxable real property in the special service area. The county clerk will annually extend taxes against all of the taxable real property in the area in

amounts sufficient to pay the principal and interest on the bonds. Such bonds are exempt from the Extension Limitation Law of the State of Illinois, as amended.

Prior to the issuance of special service area bonds, you must give published and mailed notice and hold a hearing at which any interested person may file written objections, or be heard orally, with respect to the issuance of the bonds. The questions of the creation of the special service area, the levy of a tax on such area and the issuance of special service area bonds may all be considered at the same hearing.

The creation of the special service area, the levy of a tax within the area and the issuance of bonds for the provision of special services to the area are subject to a petition process. If, within 60 days after the public hearing, a petition signed by not less than 51% of the electors residing within the special service area and 51% of the owners of record of land located within the special service area is filed with the municipal clerk objecting to the creation of the special service area, the levy of a tax or the issuance of bonds, then the area may not be created, the tax may not be levied and the bonds may not be issued. If such a petition is filed, the subject matter of the petition may not be proposed relative to any of the signatories within the next two years.

Special service area bonds do not constitute an indebtedness of the municipality, and no exercise of your taxing power may be compelled on behalf of the special service area bondholders other than the ad valorem property taxes to be extended on the taxable real property in the special service area.

Revenue Bonds. “Revenue bonds” are debt securities that are payable only from a specific source or sources of revenues. Revenue bonds are not a pledge of your full faith and credit and you are obligated to pay principal and interest on your revenue bonds only from the revenue source(s) specifically pledged to the bonds. Revenue bonds do not permit the bondholders to compel you to impose a tax levy for payment of debt service. Pledged revenues may be derived from operation of the financed project or system, grants or excise or other specified taxes. Generally, subject to state law or local charter requirements, you are not required to obtain voter approval prior to issuance of revenue bonds. Revenue bonds may, however, be subject to a backdoor referendum. If the specified source(s) of revenue become inadequate, a default in payment of principal or interest may occur. Various types of pledges of revenue may be used to secure interest and principal payments on revenue bonds. The nature of these pledges may differ widely based on state law, the type of issuer, the type of revenue stream and other factors.

Some revenue bonds, referred to as conduit revenue bonds, may be issued by a governmental issuer acting as conduit for the benefit of a private sector entity or a 501(c)(3) organization (the obligor). Conduit revenue bonds commonly are issued for not-for-profit hospitals, educational institutions, single and multi-family housing, airports, industrial or economic development projects, and student loan programs, among other obligors. Principal and interest on conduit revenue bonds normally are paid exclusively from revenues pledged by the obligor. Unless otherwise specified under the terms of the bonds, you are not required to make payments of principal or interest if the obligor defaults.

Tax Increment Financing. Tax increment financing provides a means for municipalities, after the approval of a “redevelopment plan and project,” to redevelop blighted, conservation or industrial park conservation areas. The Tax Increment Allocation Redevelopment Act of the State of Illinois, as amended, allows incremental property taxes to be used to pay certain redevelopment project costs and to pay debt service with respect to tax increment bonds issued to pay redevelopment project costs. The municipality is authorized to issue tax increment bonds payable from, and secured by, incremental property tax revenues expected to be generated in the redevelopment project area. Incremental property tax revenues are derived from the increase in the current equalized assessed valuation of the real property within the redevelopment project area over and above the certified initial equalized assessed valuation for such redevelopment project area.

Before adopting the necessary ordinances to designate a redevelopment project area, a municipality must hold a public hearing and convene a joint review board to consider the proposal. At the public hearing, any interested person or taxing district may file written objections and may give oral statements with respect to the proposed financing. After the municipality has considered all comments made by the public and the joint review board, it may adopt the necessary ordinances to designate a redevelopment project area.

Tax increment bonds may be secured by the full faith and credit of the municipality. The issuance of general obligation tax increment bonds is subject to a “backdoor,” rather than a direct, referendum. Once a municipality has authorized the issuance of tax increment obligations secured by its full faith and credit, the ordinance authorizing the issuance must be published in a newspaper of general circulation in the municipality. In response, voters may petition to request that the question of issuing obligations using the full faith and credit of the municipality as security to pay for redevelopment project costs be submitted to the electors of the municipality. If, within 30 days after the publication, 10% of the registered voters of the municipality sign such a petition, the question of whether to issue tax increment bonds secured by the municipality’s full faith and credit must be approved by the voters pursuant to referendum. Such bonds are not exempt from the Extension Limitation Law unless first approved at referendum.

Tax increment revenues may also be treated as a “revenue source” and be pledged to the payment of alternate bonds under Section 15 of the Debt Reform Act.

FINANCIAL RISK CONSIDERATIONS

Certain risks may arise in connection with your issuance of Fixed Rate Bonds, including some or all of the following (generally, the obligor, rather than you, will bear these risks for conduit revenue bonds):

Issuer Default Risk. You may be in default if the funds pledged to secure your bonds are not sufficient to pay debt service on the bonds when due. The consequences of a default may be serious for you and, depending on applicable state law and the terms of the authorizing documents, the holders of the bonds, the trustee and any credit support provider may be able to exercise a range of available remedies against you. For example, if the bonds are secured by a general obligation pledge, you may be ordered by a court to

raise taxes. Other budgetary adjustments also may be necessary to enable you to provide sufficient funds to pay debt service on the bonds. If the bonds are revenue bonds or alternate bonds, you may be required to take steps to increase the available revenues that are pledged as security for the bonds. A default may negatively impact your credit ratings and may effectively limit your ability to publicly offer bonds or other securities at market interest rate levels. Further, if you are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, you may find it necessary to consider available alternatives under state law, including (for some issuers) state-mandated receivership or bankruptcy. A default also may occur if you are unable to comply with covenants or other provisions agreed to in connection with the issuance of the bonds.

This description is only a brief summary of issues relating to defaults and is not intended as legal advice. You should consult with your bond counsel for further information regarding defaults and remedies.

Redemption Risk. Your ability to redeem the bonds prior to maturity may be limited, depending on the terms of any optional redemption provisions. In the event that interest rates decline, you may be unable to take advantage of the lower interest rates to reduce debt service.

Refinancing Risk. If your financing plan contemplates refinancing some or all of the bonds at maturity (for example, if you have term maturities or if you choose a shorter final maturity than might otherwise be permitted under the applicable federal tax rules), market conditions or changes in law may limit or prevent you from refinancing those bonds when required. Further, limitations in the federal tax rules on advance refunding of bonds (an advance refunding of bonds occurs when tax-exempt bonds are refunded more than 90 days prior to the date on which those bonds may be retired) may restrict your ability to refund the bonds to take advantage of lower interest rates.

Reinvestment Risk. You may have proceeds of the bonds to invest prior to the time that you are able to spend those proceeds for the authorized purpose. Depending on market conditions, you may not be able to invest those proceeds at or near the rate of interest that you are paying on the bonds, which is referred to as “negative arbitrage.”

Tax Compliance Risk. The issuance of tax-exempt bonds is subject to a number of requirements under the United States Internal Revenue Code, as enforced by the Internal Revenue Service (IRS). You must take certain steps and make certain representations prior to the issuance of tax-exempt bonds. You also must covenant to take certain additional actions after issuance of the tax-exempt bonds. A breach of your representations or your failure to comply with certain tax-related covenants may cause the interest on the bonds to become taxable retroactively to the date of issuance of the bonds, which may result in an increase in the interest rate that you pay on the bonds or the mandatory redemption of the bonds. The IRS also may audit you or your bonds, in some cases on a random basis and in other cases targeted to specific types of bond issues or tax concerns. If the bonds are declared taxable, or if you are subject to audit, the

market price of your bonds may be adversely affected. Further, your ability to issue other tax-exempt bonds also may be limited.

This description of tax compliance risks is not intended as legal advice and you should consult with your bond counsel regarding tax implications of issuing the bonds.

Received and read by:

Signature

Mr. Daniel A. MacGillis
Name

Mayor
Title

Date



VILLAGE OF ROUND LAKE
AGENDA ITEM SUMMARY

TITLE: CAMBRIDGE LIFT STATION AND FORCE MAIN REPLACEMENT

Agenda Item No. 10.1

Executive Summary

Staff recommends completing the Cambridge Lift Station and Force Main Replacement as designed by Baxter & Woodman. This project will consist of the installation of a new lift station on Long Lake Drive to service the Cambridge Courts area and a new force main replacement along the south side of Long Lake Drive to connect to the County transmission main.

Six bids were received and the lowest was from Glenbrook Excavating & Concrete for \$427,615.00. The budgeted amount is \$425,000. Some additional costs will also be incurred for the SCADA connections which will be addressed after the lift station is installed.

The Letter of Recommendation and Bid Tab are attached. Plans and specifications are available at Public Works for review.

Recommended Action

Adopt a resolution accepting a bid from Glenbrook Excavating & Concrete for the Cambridge Lift Station and Force Main Replacement Project in an amount not to exceed \$427,615.00.

Committee: PW/F&CA and Engineering	Meeting Date(s): 08/15/16																															
Lead Department: Public Works	Presenter: Adam Wedoff, Director of Public Works																															
Item Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If amount requested is over budget, a detailed explanation of what account(s) the overage will be charged to will be provided in the Executive Summary or attached detail.	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;">Account(s)</th> <th style="width: 20%;">Budget</th> <th style="width: 40%;">Expenditure</th> </tr> </thead> <tbody> <tr> <td>Other Items</td> <td style="text-align: right;">\$2,518,581.00</td> <td></td> </tr> <tr> <td>Item Requested</td> <td style="text-align: right;">\$425,000.00</td> <td style="text-align: right;">\$427,615.00</td> </tr> <tr> <td>YTD Actual</td> <td></td> <td style="text-align: right;">\$5,600.00</td> </tr> <tr> <td>Amount Encumbered</td> <td></td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td> </td> <td></td> <td></td> </tr> <tr> <td>50-60-81-88101</td> <td style="text-align: right;">\$2,943,581.00</td> <td style="text-align: right;">\$433,215.00</td> </tr> <tr> <td colspan="3">Request is over/under budget:</td> </tr> <tr> <td style="text-align: center;">Under</td> <td></td> <td style="text-align: right;">\$2,510,366.00</td> </tr> <tr> <td style="text-align: center;">Over</td> <td style="text-align: center;">-</td> <td></td> </tr> </tbody> </table>	Account(s)	Budget	Expenditure	Other Items	\$2,518,581.00		Item Requested	\$425,000.00	\$427,615.00	YTD Actual		\$5,600.00	Amount Encumbered		\$0.00				50-60-81-88101	\$2,943,581.00	\$433,215.00	Request is over/under budget:			Under		\$2,510,366.00	Over	-		
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Over	-																															

Resolution 2016-R-___

**A Resolution Approving a Bid from Glenbrook Excavating & Concrete
for Cambridge Lift Station and Force Main Replacement**

BE IT RESOLVED by the Village President and Board of Trustees of the Village of Round Lake as follows:

Section One: That the bid from Glenbrook Excavating & Concrete for the installation of a new lift station on Long Lake Drive to service the Cambridge Courts area and a new force main replacement along the south side Long Lake Drive to connect to the County transmission main, attached hereto as Exhibit A, is hereby approved at a cost not to exceed \$427,615.00.

Section Two: That the Mayor, or his designee, is authorized to take all necessary steps to implement this Resolution.

Section Three: That this Resolution shall be in full force and effect from and after its passage and approval as required by law.

APPROVED:

Daniel A. MacGillis, Village President

ATTEST:

Patricia C. Blauvelt, Village Clerk

PASSED:

APPROVED:

AYES:

NAYS:

ABSENT:

Exhibit A

Bid from Glenbrook Excavating & Concrete

August 4, 2016

Mr. Adam Wedoff, Director of Public Works
Village of Round Lake
751 West Townline Road
Round Lake, Illinois 60073

Subject: Village of Round Lake – Cambridge Lift Station & Force Main Replacement

Dear Mr. Wedoff:

The following bids were received for the referenced Project on August 3, 2016:

<u>Bidder</u>	<u>Amount of Bid</u>
Glenbrook Excavating & Concrete Wauconda, IL	\$427,615.00
Patnick Construction Franklin Park, IL	\$462,074.00
Berger Excavating Contractors Wauconda, IL	\$512,244.00
Boulder Contractors Cary, IL	\$544,205.00
RA Mancini Prairie Grove, IL	\$732,647.00
Kovilic Construction Franklin Park, IL	\$744,880.00

Our pre-bid opinion of probable cost for this Project was \$400,000. We have analyzed each of the bids and find Glenbrook Excavating & Concrete, Inc. to be the lowest, responsible, and responsive Bidder. Based upon our familiarity and past working relationships with this Bidder, we believe that Glenbrook Excavating & Concrete, Inc. is qualified to complete the Project. A copy of each of the bids received and a detailed bid tabulation are enclosed for your records. Please advise us of the Village Board's decision.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Mark P. Kolczaski
MPK:jmc
Encs.

I:\Burlington\ROULK\150509-Cambridge Lift Station\40-Design\Bidding\Reccomendation for Award.dotx

00 41 00.13

BID FORM

ONE ORIGINAL BID SHALL BE SUBMITTED

To: Mayor and Board of Trustees
Village of Round Lake, Illinois
442 North Cedar Lake Road
Round Lake, Illinois, 60073-2802
(hereinafter called Owner)

**GLENBROOK EXCAVATING &
CONCRETE INC.**

From: _____
Company

Address

**1350 N. Old Rand Road
Wauconda, Illinois 60084**

City State Zip Code

(847) 724-9477
Telephone

(847) 459-9476
FAX

T.BARNETT@GlenbrookExcavating.com
E-MAIL

(hereinafter called Bidder)

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to furnish all labor, materials, tools, and services required for the construction of the Cambridge Lift Station & Force Main Replacement project for the Village of Round Lake, Lake County, Illinois (Engineers' Project No. 150509.40), all in accordance with the Bidding Documents prepared by Baxter & Woodman, Inc., Consulting Engineers.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Bidder Instructions, including without limitation those dealing with the disposition of Bid Security. This Bid will remain open for 60 days after the date of Bid opening or for such longer period of time that Bidder may agree to in writing upon request of Owner. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Documents within 15 days after the date of Owner's Notice of Award.
3. In submitting this Bid, Bidder represents, as set forth in the Agreement, that:
 - a. Bidder has examined copies of all the Bidding Documents.
 - b. Bidder is familiar with the nature and extent of the Bidding Documents, Work, site, locality, and all local conditions and legal and regulatory requirements that in any

BID FORM

00 41 00.13-1 (150509.40)

- (2) Unless otherwise required by law, the prices which have been quoted in the Bid have not knowingly been disclosed by the Bidder, prior to opening, directly, or indirectly to any other Bidder or to any competitor.
- (3) No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
- (4) Bidder is not barred from contracting with the Owner as a result of a violation 720 ILCS 5/33 et seq.
- k. Bidder agrees that no less than the prevailing rate of wages as determined by the Department of Labor or determined by the court on review, shall be paid to all laborers, workmen, and mechanics performing work under this contract.
- l. Bidder complies with the provisions of the Employment of Illinois Workers on Public Works Act (30 ILCS 570/) as they may apply to this Project.
- m. Bidder will comply with the requirements of Sections 22.51(f)(2)(B) and 22.51a(d)(2)(B) of the Illinois Environmental Protection Act ([415 ILCS5/22.51(f)(2)(B)] and [415 ILCS5/22.51a(d)(2)(B)]) for the disposal of uncontaminated soils including uncontaminated soil mixed with other clean construction or demolition debris (CCDD) materials and has included any costs associated with compliance in the Bid.
4. Bidder submits the following Schedule of Unit Prices for the Work to be performed in accordance with the Bidding Documents and agrees that items of work not specifically mentioned in the Schedule which are necessary and required to complete the Work intended shall be done incidental to and as part of the items of work for which a unit price is given, and understands that no additional payment will be made for such incidental work.

SCHEDULE OF UNIT PRICES

No.	Pay Item	Approximate Quantity	Unit Price	Amount
1.2	EROSION AND SEDIMENTATION CONTROL			
	Coir Roll	115 LF	\$ <u>5⁻</u>	\$ <u>575⁻</u>
	Inlet Protection	2 EA	\$ <u>150⁻</u>	\$ <u>300⁻</u>
1.3	SOIL TESTING FOR CONTAMINANTS	3 EA	\$ <u>500⁻</u>	\$ <u>1500⁻</u>
1.4	CONTAMINATED WASTE DISPOSAL	5 CY	\$ <u>180⁻</u>	\$ <u>900⁻</u>
1.5	FORCE MAIN (OPEN CUT)			
	4-Inch I.D.	13 LF	\$ <u>80⁻</u>	\$ <u>1040⁻</u>
1.6	FORCE MAIN (HDD)			
	4-Inch Min. I.D.	1185 LF	\$ <u>40⁻</u>	\$ <u>47,400⁻</u>
1.7	AIR RELEASE VALVE AND VAULT	1 EA	\$ <u>35,000⁻</u>	\$ <u>35,000⁻</u>
1.8	SANITARY SEWER (OPEN CUT)			
	8-Inch I.D.	20 LF	\$ <u>250⁻</u>	\$ <u>5000⁻</u>
	10-Inch I.D.	16 LF	\$ <u>250⁻</u>	\$ <u>4000⁻</u>

SCHEDULE OF UNIT PRICES

No.	Pay Item	Approximate Quantity	Unit Price	Amount
1.9	SANITARY MANHOLES 4-Foot Dia.	1 EA	\$ 15000	\$ 15000
1.10	WATER MAIN (OPEN CUT) 12-Inch I.D.	68 LF	\$ 125	\$ 8500
1.11	STORM SEWER (OPEN CUT) 12-Inch D.I.	40 LF	\$ 100	\$ 4000
	12-Inch Flared End Section	1 EA	\$ 1100	\$ 1100
1.12	CATCH BASIN, TYPE C Type C, 2-Foot Dia.	1 EA	\$ -	\$ -
		1 EA	\$ 1500	\$ 1500
1.13	REMOVAL AND REPLACEMENT OF UNSUITABLE MATERIAL	50 CY	\$ 100	\$ 5000
1.14	GRANULAR BACKFILL	200 TONS	\$ 65	\$ 13000
1.15	ABANDONMENT 4-Inch Force Main Cellular Grout	5 CY	\$ 1300	\$ 6500
	Old Pump Vault Cellular Grout	40 CY	\$ 205	\$ 8200
1.16	PAVEMENT RESTORATION HMA Pavement	60 SY	\$ 80	\$ 4800
	Gravel	40 SY	\$ 30	\$ 1200
	Curb & Gutter	30 LF	\$ 45	\$ 1350
1.17	LAWN RESTORATION	450 SY	\$ 15	\$ 6750
1.18	LIFT STATION	1 LSUM	Lump Sum	\$ 255,000
TOTAL AMOUNT OF BID			\$ 427,615.00	

5. Bidder agrees that the Work will begin as set forth in the Notice to Proceed and will be Substantially Completed within 150 calendar days after the Contract Time commences to run, and completed and ready for final payment in accordance with Paragraph 1.11 of the Supplementary Conditions by June 1, 2017.
- a. Bidder accepts the provisions of the Supplementary Conditions as to liquidated damages in the event of failure to complete the Work on time.
6. Bidder submits the required Bid Security in the form of (Certified Check or Bid Bond) in the amount of 5% Bid Bond or _____ Percent of the Bid Amount.
7. Bidder will be obtaining Performance and Payment Bonds through the following local agent or broker:

Name: Liberty Mutual

Address: _____

Telephone: _____ email: _____

00 41 00.13

BID FORM

ONE ORIGINAL BID SHALL BE SUBMITTED

To: Mayor and Board of Trustees
Village of Round Lake, Illinois
442 North Cedar Lake Road
Round Lake, Illinois, 60073-2802
(hereinafter called Owner)

From: PATRICK CONSTRUCTION, INC.
Company

431 PODLIN DRIVE UNIT B
Address

FRANKLIN PARK, IL 60131
City State Zip Code

() 630 350 8422
Telephone

() 630 350 8420
FAX

(hereinafter called Bidder)

NTESTA@PATRICKCONSTRUCTION.COM
E-MAIL

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to furnish all labor, materials, tools, and services required for the construction of the Cambridge Lift Station & Force Main Replacement project for the Village of Round Lake, Lake County, Illinois (Engineers' Project No. 150509.40), all in accordance with the Bidding Documents prepared by Baxter & Woodman, Inc., Consulting Engineers.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Bidder Instructions, including without limitation those dealing with the disposition of Bid Security. This Bid will remain open for 60 days after the date of Bid opening or for such longer period of time that Bidder may agree to in writing upon request of Owner. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Documents within 15 days after the date of Owner's Notice of Award.
3. In submitting this Bid, Bidder represents, as set forth in the Agreement, that:
 - a. Bidder has examined copies of all the Bidding Documents.
 - b. Bidder is familiar with the nature and extent of the Bidding Documents, Work, site, locality, and all local conditions and legal and regulatory requirements that in any

- (2) Unless otherwise required by law, the prices which have been quoted in the Bid have not knowingly been disclosed by the Bidder, prior to opening, directly, or indirectly to any other Bidder or to any competitor.
- (3) No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
- (4) Bidder is not barred from contracting with the Owner as a result of a violation 720 ILCS 5/33 et seq.
- k. Bidder agrees that no less than the prevailing rate of wages as determined by the Department of Labor or determined by the court on review, shall be paid to all laborers, workmen, and mechanics performing work under this contract.
- l. Bidder complies with the provisions of the Employment of Illinois Workers on Public Works Act (30 ILCS 570/) as they may apply to this Project.
- m. Bidder will comply with the requirements of Sections 22.51(f)(2)(B) and 22.51a(d)(2)(B) of the Illinois Environmental Protection Act ([415 ILCS5/22.51(f)(2)(B)] and [415 ILCS5/22.51a(d)(2)(B)]) for the disposal of uncontaminated soils including uncontaminated soil mixed with other clean construction or demolition debris (CCDD) materials and has included any costs associated with compliance in the Bid.
4. Bidder submits the following Schedule of Unit Prices for the Work to be performed in accordance with the Bidding Documents and agrees that items of work not specifically mentioned in the Schedule which are necessary and required to complete the Work intended shall be done incidental to and as part of the items of work for which a unit price is given, and understands that no additional payment will be made for such incidental work.

SCHEDULE OF UNIT PRICES

No.	Pay Item	Approximate Quantity	Unit Price	Amount
1.2	EROSION AND SEDIMENTATION CONTROL			
	Coir Roll	115 LF	\$ <u>5-</u>	\$ <u>575-</u>
	Inlet Protection	2 EA	\$ <u>258-</u>	\$ <u>500-</u>
1.3	SOIL TESTING FOR CONTAMINANTS	3 EA	\$ <u>750-</u>	\$ <u>2250-</u>
1.4	CONTAMINATED WASTE DISPOSAL	5 CY	\$ <u>100-</u>	\$ <u>500-</u>
1.5	FORCE MAIN (OPEN CUT)			
	4-Inch I.D.	13 LF	\$ <u>29-</u>	\$ <u>377-</u>
1.6	FORCE MAIN (HDD)			
	4-Inch Min. I.D.	1185 LF	\$ <u>29-</u>	\$ <u>34,365-</u>
1.7	AIR RELEASE VALVE AND VAULT	1 EA	\$ <u>8500-</u>	\$ <u>8,500-</u>
1.8	SANITARY SEWER (OPEN CUT)			
	8-Inch I.D.	20 LF	\$ <u>940</u>	\$ <u>6800-</u>
	10-Inch I.D.	16 LF	\$ <u>300</u>	\$ <u>4800-</u>

SCHEDULE OF UNIT PRICES

No.	Pay Item	Approximate Quantity	Unit Price	Amount
1.9	SANITARY MANHOLES 4-Foot Dia.	1 EA	\$ <u>6000-</u>	\$ <u>6000-</u>
1.10	WATER MAIN (OPEN CUT) 12-Inch I.D.	68 LF	\$ <u>224-</u>	\$ <u>15,232-</u>
1.11	STORM SEWER (OPEN CUT) 12-Inch D.I.	40 LF	\$ <u>70-</u>	\$ <u>2800-</u>
	12-Inch Flared End Section	1 EA	\$ <u>1200-</u>	\$ <u>1200-</u>
1.12	CATCH BASIN, TYPE C Type C, 2-Foot Dia.	1 EA	\$ <u>970-</u>	\$ <u>970-</u>
1.13	REMOVAL AND REPLACEMENT OF UNSUITABLE MATERIAL	50 CY	\$ <u>45-</u>	\$ <u>2250-</u>
1.14	GRANULAR BACKFILL	200 TONS	\$ <u>20-</u>	\$ <u>4000-</u>
1.15	ABANDONMENT 4-Inch Force Main Cellular Grout	5 CY	\$ <u>625</u>	\$ <u>3125-</u>
	Old Pump Vault Cellular Grout	40 CY	\$ <u>184</u>	\$ <u>7360-</u>
1.16	PAVEMENT RESTORATION HMA Pavement	60 SY	\$ <u>30</u>	\$ <u>1800-</u>
	Gravel	40 SY	\$ <u>15</u>	\$ <u>600-</u>
	Curb & Gutter	30 LF	\$ <u>44</u>	\$ <u>1320-</u>
1.17	LAWN RESTORATION	450 SY	\$ <u>15</u>	\$ <u>6750-</u>
1.18	LIFT STATION	1 LSUM	Lump Sum	\$ <u>350,000-</u>
TOTAL AMOUNT OF BID			\$ <u>462,074.00</u>	

5. Bidder agrees that the Work will begin as set forth in the Notice to Proceed and will be Substantially Completed within 150 calendar days after the Contract Time commences to run, and completed and ready for final payment in accordance with Paragraph 1.11 of the Supplementary Conditions by June 1, 2017.

a. Bidder accepts the provisions of the Supplementary Conditions as to liquidated damages in the event of failure to complete the Work on time.

6. Bidder submits the required Bid Security in the form of (Certified Check or Bid Bond) in the amount of _____ or 5 Percent of the Bid Amount.

7. Bidder will be obtaining Performance and Payment Bonds through the following local agent or broker:

Name: JL COMPANY c/ UNITED FIDE & CASUALTY

Address: 229 MIDDLETON AVENUE PALATINE, IL

Telephone: 630 350 8422 email: NTES TRACI.MATYSZEK@JLCO.COM

00 41 00.13

BID FORM

ONE ORIGINAL BID SHALL BE SUBMITTED

To: Mayor and Board of Trustees
Village of Round Lake, Illinois
442 North Cedar Lake Road
Round Lake, Illinois, 60073-2802
(hereinafter called Owner)

From: Berger Excavating Contractors, Inc.
Company

1205 Garland Rd.
Address

Wauconda IL 60084
City State Zip Code

(847) 526-5457
Telephone

(847) 526-4204
FAX
(hereinafter called Bidder)

kberger@bergerexcavating.com
E-MAIL

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to furnish all labor, materials, tools, and services required for the construction of the Cambridge Lift Station & Force Main Replacement project for the Village of Round Lake, Lake County, Illinois (Engineers' Project No. 150509.40), all in accordance with the Bidding Documents prepared by Baxter & Woodman, Inc., Consulting Engineers.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Bidder Instructions, including without limitation those dealing with the disposition of Bid Security. This Bid will remain open for 60 days after the date of Bid opening or for such longer period of time that Bidder may agree to in writing upon request of Owner. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Documents within 15 days after the date of Owner's Notice of Award.
3. In submitting this Bid, Bidder represents, as set forth in the Agreement, that:
 - a. Bidder has examined copies of all the Bidding Documents.
 - b. Bidder is familiar with the nature and extent of the Bidding Documents, Work, site, locality, and all local conditions and legal and regulatory requirements that in any

- (2) Unless otherwise required by law, the prices which have been quoted in the Bid have not knowingly been disclosed by the Bidder, prior to opening, directly, or indirectly to any other Bidder or to any competitor.
- (3) No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
- (4) Bidder is not barred from contracting with the Owner as a result of a violation 720 ILCS 5/33 et seq.
- k. Bidder agrees that no less than the prevailing rate of wages as determined by the Department of Labor or determined by the court on review, shall be paid to all laborers, workmen, and mechanics performing work under this contract.
- l. Bidder complies with the provisions of the Employment of Illinois Workers on Public Works Act (30 ILCS 570/) as they may apply to this Project.
- m. Bidder will comply with the requirements of Sections 22.51(f)(2)(B) and 22.51a(d)(2)(B) of the Illinois Environmental Protection Act ([415 ILCS5/22.51(f)(2)(B)] and [415 ILCS5/22.51a(d)(2)(B)]) for the disposal of uncontaminated soils including uncontaminated soil mixed with other clean construction or demolition debris (CCDD) materials and has included any costs associated with compliance in the Bid.
4. Bidder submits the following Schedule of Unit Prices for the Work to be performed in accordance with the Bidding Documents and agrees that items of work not specifically mentioned in the Schedule which are necessary and required to complete the Work intended shall be done incidental to and as part of the items of work for which a unit price is given, and understands that no additional payment will be made for such incidental work.

SCHEDULE OF UNIT PRICES

No.	Pay Item	Approximate Quantity	Unit Price	Amount
1.2	EROSION AND SEDIMENTATION CONTROL			
	Coir Roll	115 LF	\$ 18.00	\$ 2,070.00
	Inlet Protection	2 EA	\$ 200.00	\$ 400.00
1.3	SOIL TESTING FOR CONTAMINANTS	3 EA	\$ 105.00	\$ 315.00
1.4	CONTAMINATED WASTE DISPOSAL	5 CY	\$ 80.00	\$ 400.00
1.5	FORCE MAIN (OPEN CUT)			
	4-Inch I.D.	13 LF	\$ 68.00	\$ 884.00
1.6	FORCE MAIN (HDD)			
	4-Inch Min. I.D.	1185 LF	\$ 68.00	\$ 80,580.00
1.7	AIR RELEASE VALVE AND VAULT	1 EA	\$ 13,500.00	\$ 13,500.00
1.8	SANITARY SEWER (OPEN CUT)			
	8-Inch I.D.	20 LF	\$ 150.00	\$ 3,000.00
	10-Inch I.D.	16 LF	\$ 200.00	\$ 3,200.00

SCHEDULE OF UNIT PRICES

No.	Pay Item	Approximate Quantity	Unit Price	Amount
1.9	SANITARY MANHOLES 4-Foot Dia.	1 EA	\$ 12,750.00	\$ 12,750.00
1.10	WATER MAIN (OPEN CUT) 12-Inch I.D.	68 LF	\$ 255.00	\$ 17,340.00
1.11	STORM SEWER (OPEN CUT) 12-Inch D.I.	40 LF	\$ 112.00	\$ 4,480.00
	12-Inch Flared End Section	1 EA	\$ 800.00	\$ 800.00
1.12	CATCH BASIN, TYPE C Type C, 2-Foot Dia.	1 EA	\$ —	\$ —
		1 EA	\$ 1,825.00	\$ 1,825.00
1.13	REMOVAL AND REPLACEMENT OF UNSUITABLE MATERIAL	50 CY	\$ 26.00	\$ 1,300.00
1.14	GRANULAR BACKFILL	200 TONS	\$ 37.00	\$ 7,400.00
1.15	ABANDONMENT 4-Inch Force Main Cellular Grout	5 CY	\$ 1,000.00	\$ 5,000.00
	Old Pump Vault Cellular Grout	40 CY	\$ 135.00	\$ 5,400.00
1.16	PAVEMENT RESTORATION HMA Pavement	60 SY	\$ 95.00	\$ 5,700.00
	Gravel	40 SY	\$ 65.00	\$ 2,600.00
	Curb & Gutter	30 LF	\$ 90.00	\$ 2,700.00
1.17	LAWN RESTORATION	450 SY	\$ 14.00	\$ 6,300.00
1.18	LIFT STATION	1 LSUM	Lump Sum	\$ 334,300.00
TOTAL AMOUNT OF BID			\$ 512,244.00	

5. Bidder agrees that the Work will begin as set forth in the Notice to Proceed and will be Substantially Completed within 150 calendar days after the Contract Time commences to run, and completed and ready for final payment in accordance with Paragraph 1.11 of the Supplementary Conditions by June 1, 2017.
- a. Bidder accepts the provisions of the Supplementary Conditions as to liquidated damages in the event of failure to complete the Work on time.
6. Bidder submits the required Bid Security in the form of (Certified Check or Bid Bond) in the amount of _____ or 5% _____ Percent of the Bid Amount.
7. Bidder will be obtaining Performance and Payment Bonds through the following local agent or broker:

Name: HUB International

Address: 601 Oakmont Lane, Ste. 400, Westmont, IL 60559

Telephone: (630) 468-5600 email: kelly.gardner@hubinternational.com

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BID FORM

ONE ORIGINAL BID SHALL BE SUBMITTED

To: Mayor and Board of Trustees
Village of Round Lake, Illinois
442 North Cedar Lake Road
Round Lake, Illinois, 60073-2802
(hereinafter called Owner)

From: Bolder Contractors
Company

316 Cam Pt. Dr
Address

Cam IL 60013
City State Zip Code

(847) 736 0785
Telephone

(847) 736 0786
FAX

bobgwiasda@aol.com
E-MAIL

(hereinafter called Bidder)

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to furnish all labor, materials, tools, and services required for the construction of the Cambridge Lift Station & Force Main Replacement project for the Village of Round Lake, Lake County, Illinois (Engineers' Project No. 150509.40), all in accordance with the Bidding Documents prepared by Baxter & Woodman, Inc., Consulting Engineers.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Bidder Instructions, including without limitation those dealing with the disposition of Bid Security. This Bid will remain open for 60 days after the date of Bid opening or for such longer period of time that Bidder may agree to in writing upon request of Owner. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Documents within 15 days after the date of Owner's Notice of Award.
3. In submitting this Bid, Bidder represents, as set forth in the Agreement, that:
 - a. Bidder has examined copies of all the Bidding Documents.
 - b. Bidder is familiar with the nature and extent of the Bidding Documents, Work, site, locality, and all local conditions and legal and regulatory requirements that in any

BID FORM

00 41 00.13-1 (150509.40)

- (2) Unless otherwise required by law, the prices which have been quoted in the Bid have not knowingly been disclosed by the Bidder, prior to opening, directly, or indirectly to any other Bidder or to any competitor.
- (3) No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
- (4) Bidder is not barred from contracting with the Owner as a result of a violation 720 ILCS 5/33 et seq.
- k. Bidder agrees that no less than the prevailing rate of wages as determined by the Department of Labor or determined by the court on review, shall be paid to all laborers, workmen, and mechanics performing work under this contract.
- l. Bidder complies with the provisions of the Employment of Illinois Workers on Public Works Act (30 ILCS 570/) as they may apply to this Project.
- m. Bidder will comply with the requirements of Sections 22.51(f)(2)(B) and 22.51a(d)(2)(B) of the Illinois Environmental Protection Act ([415 ILCS5/22.51(f)(2)(B)] and [415 ILCS5/22.51a(d)(2)(B)]) for the disposal of uncontaminated soils including uncontaminated soil mixed with other clean construction or demolition debris (CCDD) materials and has included any costs associated with compliance in the Bid.
4. Bidder submits the following Schedule of Unit Prices for the Work to be performed in accordance with the Bidding Documents and agrees that items of work not specifically mentioned in the Schedule which are necessary and required to complete the Work intended shall be done incidental to and as part of the items of work for which a unit price is given, and understands that no additional payment will be made for such incidental work.

SCHEDULE OF UNIT PRICES

No.	Pay Item	Approximate Quantity	Unit Price	Amount
1.2	EROSION AND SEDIMENTATION CONTROL			
	Coir Roll	115 LF	\$ 26 ⁻	\$ 2300 ⁻
	Inlet Protection	2 EA	\$ 300 ⁻	\$ 600 ⁻
1.3	SOIL TESTING FOR CONTAMINANTS	3 EA	\$ 1000 ⁻	\$ 3000 ⁻
1.4	CONTAMINATED WASTE DISPOSAL	5 CY	\$ 150 ⁻	\$ 750 ⁻
1.5	FORCE MAIN (OPEN CUT)			
	4-Inch I.D.	13 LF	\$ 140 ⁻	\$ 1820 ⁻
1.6	FORCE MAIN (HDD)			
	4-Inch Min. I.D.	1185 LF	\$ 95 ⁻	\$ 112,575 ⁻
1.7	AIR RELEASE VALVE AND VAULT	1 EA	\$ 9000 ⁻	\$ 9000 ⁻
1.8	SANITARY SEWER (OPEN CUT)			
	8-Inch I.D.	20 LF	\$ 200 ⁻	\$ 4000 ⁻
	10-Inch I.D.	16 LF	\$ 220 ⁻	\$ 3520 ⁻

SCHEDULE OF UNIT PRICES

No.	Pay Item	Approximate Quantity	Unit Price	Amount
1.9	SANITARY MANHOLES 4-Foot Dia.	1 EA	\$ 8000 ⁻	\$ 8000 ⁻
1.10	WATER MAIN (OPEN CUT) 12-Inch I.D.	68 LF	\$ 230 ⁻	\$ 15640 ⁻
1.11	STORM SEWER (OPEN CUT) 12-Inch D.I.	40 LF	\$ 90 ⁻	\$ 3600 ⁻
	12-Inch Flared End Section	1 EA	\$ 1500 ⁻	\$ 1500 ⁻
1.12	CATCH BASIN, TYPE C Type C, 2-Foot Dia.	1 EA	\$ 2000 ⁻	\$ 2000 ⁻
1.13	REMOVAL AND REPLACEMENT OF UNSUITABLE MATERIAL	50 CY	\$ 57 ⁻	\$ 2850 ⁻
1.14	GRANULAR BACKFILL	200 TONS	\$ 24 ⁻	\$ 4800 ⁻
1.15	ABANDONMENT 4-Inch Force Main Cellular Grout	5 CY	\$ 200 ⁻	\$ 1000 ⁻
	Old Pump Vault Cellular Grout	40 CY	\$ 200 ⁻	\$ 8000 ⁻
1.16	PAVEMENT RESTORATION HMA Pavement	60 SY	\$ 70 ⁻	\$ 4200 ⁻
	Gravel	40 SY	\$ 15 ⁻	\$ 600 ⁻
	Curb & Gutter	30 LF	\$ 45 ⁻	\$ 1350 ⁻
1.17	LAWN RESTORATION	450 SY	\$ 18 ⁻	\$ 8100 ⁻
1.18	LIFT STATION	1 LSUM	Lump Sum	\$ 345,000 345,000 ⁻
TOTAL AMOUNT OF BID				\$ 546,205 546,205 ⁰⁰

5. Bidder agrees that the Work will begin as set forth in the Notice to Proceed and will be Substantially Completed within 150 calendar days after the Contract Time commences to run, and completed and ready for final payment in accordance with Paragraph 1.11 of the Supplementary Conditions by June 1, 2017.

a. Bidder accepts the provisions of the Supplementary Conditions as to liquidated damages in the event of failure to complete the Work on time.

6. Bidder submits the required Bid Security in the form of (Certified Check or Bid Bond) in the amount of _____ or _____ Percent of the Bid Amount.

7. Bidder will be obtaining Performance and Payment Bonds through the following local agent or broker:

Name: Columbian Agency / HVB

Address: 1005 LANAWAY, New Lenox IL

Telephone: 815-485-4100 email: sbaskej@columbianagency.com

ATTN Sheri

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BID FORM

ONE ORIGINAL BID SHALL BE SUBMITTED

To: Mayor and Board of Trustees
Village of Round Lake, Illinois
442 North Cedar Lake Road
Round Lake, Illinois, 60073-2802
(hereinafter called Owner)

From: R.A. Mancini, Inc.
Company

481 Scotland Rd Unit 101
Address

Lakemoor IL 60051
City State Zip Code

(815) 344 0600
Telephone

(815) 344 0601
FAX

miket@ramancini.com
E-MAIL

(hereinafter called Bidder)

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to furnish all labor, materials, tools, and services required for the construction of the Cambridge Lift Station & Force Main Replacement project for the Village of Round Lake, Lake County, Illinois (Engineers' Project No. 150509.40), all in accordance with the Bidding Documents prepared by Baxter & Woodman, Inc., Consulting Engineers.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Bidder Instructions, including without limitation those dealing with the disposition of Bid Security. This Bid will remain open for 60 days after the date of Bid opening or for such longer period of time that Bidder may agree to in writing upon request of Owner. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Documents within 15 days after the date of Owner's Notice of Award.
3. In submitting this Bid, Bidder represents, as set forth in the Agreement, that:
 - a. Bidder has examined copies of all the Bidding Documents.
 - b. Bidder is familiar with the nature and extent of the Bidding Documents, Work, site, locality, and all local conditions and legal and regulatory requirements that in any

- (2) Unless otherwise required by law, the prices which have been quoted in the Bid have not knowingly been disclosed by the Bidder, prior to opening, directly, or indirectly to any other Bidder or to any competitor.
- (3) No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
- (4) Bidder is not barred from contracting with the Owner as a result of a violation 720 ILCS 5/33 et seq.
- k. Bidder agrees that no less than the prevailing rate of wages as determined by the Department of Labor or determined by the court on review, shall be paid to all laborers, workmen, and mechanics performing work under this contract.
- l. Bidder complies with the provisions of the Employment of Illinois Workers on Public Works Act (30 ILCS 570/) as they may apply to this Project.
- m. Bidder will comply with the requirements of Sections 22.51(f)(2)(B) and 22.51a(d)(2)(B) of the Illinois Environmental Protection Act ([415 ILCS5/22.51(f)(2)(B)] and [415 ILCS5/22.51a(d)(2)(B)]) for the disposal of uncontaminated soils including uncontaminated soil mixed with other clean construction or demolition debris (CCDD) materials and has included any costs associated with compliance in the Bid.
4. Bidder submits the following Schedule of Unit Prices for the Work to be performed in accordance with the Bidding Documents and agrees that items of work not specifically mentioned in the Schedule which are necessary and required to complete the Work intended shall be done incidental to and as part of the items of work for which a unit price is given, and understands that no additional payment will be made for such incidental work.

SCHEDULE OF UNIT PRICES

No.	Pay Item	Approximate Quantity	Unit	Price	Amount
1.2	EROSION AND SEDIMENTATION CONTROL				
	Coir Roll	115 LF		\$ 12 ⁻	\$ 1380 ⁻
	Inlet Protection	2 EA		\$ 220 ⁻	\$ 440 ⁻
1.3	SOIL TESTING FOR CONTAMINANTS	3 EA		\$ 900 ⁻	\$ 2700 ⁻
1.4	CONTAMINATED WASTE DISPOSAL	5 CY		\$ 150 ⁻	\$ 750 ⁻
1.5	FORCE MAIN (OPEN CUT)				
	4-Inch I.D.	13 LF		\$ 130 ⁻	\$ 1690 ⁻
1.6	FORCE MAIN (HDD)				
	4-Inch Min. I.D.	1185 LF		\$ 42 ⁻	\$ 49770 ⁻
1.7	AIR RELEASE VALVE AND VAULT	1 EA		\$ 9500 ⁻	\$ 9500 ⁻
1.8	SANITARY SEWER (OPEN CUT)				
	8-Inch I.D.	20 LF		\$ 85 ⁻	\$ 1700 ⁻
	10-Inch I.D.	16 LF		\$ 97 ⁻	\$ 1552 ⁻

SCHEDULE OF UNIT PRICES

No.	Pay Item	Approximate Quantity	Unit Price	Amount
1.9	SANITARY MANHOLES 4-Foot Dia.	1 EA	\$ <u>6000-</u>	\$ <u>6000-</u>
1.10	WATER MAIN (OPEN CUT) 12-Inch I.D.	68 LF	\$ <u>185-</u>	\$ <u>12585-</u>
1.11	STORM SEWER (OPEN CUT) 12-Inch D.I.	40 LF	\$ <u>99-</u>	\$ <u>3960-</u>
	12-Inch Flared End Section	1 EA	\$ <u>900-</u>	\$ <u>900-</u>
1.12	CATCH BASIN, TYPE C Type C, 2-Foot Dia.	1 EA	\$ <u>1600-</u>	\$ <u>1600-</u>
1.13	REMOVAL AND REPLACEMENT OF UNSUITABLE MATERIAL	50 CY	\$ <u>100-</u>	\$ <u>5000-</u>
1.14	GRANULAR BACKFILL	200 TONS	\$ <u>30-</u>	\$ <u>6000-</u>
1.15	ABANDONMENT 4-Inch Force Main Cellular Grout	5 CY	\$ <u>825-</u>	\$ <u>4125-</u>
	Old Pump Vault Cellular Grout	40 CY	\$ <u>515-</u>	\$ <u>20600-</u>
1.16	PAVEMENT RESTORATION HMA Pavement	60 SY	\$ <u>110-</u>	\$ <u>6600-</u>
	Gravel	40 SY	\$ <u>45-</u>	\$ <u>1800-</u>
	Curb & Gutter	30 LF	\$ <u>120-</u>	\$ <u>3600-</u>
1.17	LAWN RESTORATION	450 SY	\$ <u>12-</u>	\$ <u>5400-</u>
1.18	LIFT STATION	1 LSUM	Lump Sum	\$ <u>55,000-</u>
TOTAL AMOUNT OF BID			\$ <u>734,247⁰⁰</u>	

5. Bidder agrees that the Work will begin as set forth in the Notice to Proceed and will be Substantially Completed within 150 calendar days after the Contract Time commences to run, and completed and ready for final payment in accordance with Paragraph 1.11 of the Supplementary Conditions by June 1, 2017.
- a. Bidder accepts the provisions of the Supplementary Conditions as to liquidated damages in the event of failure to complete the Work on time.
6. Bidder submits the required Bid Security in the form of (Certified Check or Bid Bond) in the amount of _____ or 5% Percent of the Bid Amount.
7. Bidder will be obtaining Performance and Payment Bonds through the following local agent or broker:

Name: S + C Insurance Center, Inc

Address: 1655 N. Arlington Heights Rd. Arlington Hts, IL

Telephone: (847) 398-3131 email: jim-scic@sbcglobal.net ⁶⁰⁰⁸⁴

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BID FORM

ONE ORIGINAL BID SHALL BE SUBMITTED

To: Mayor and Board of Trustees
Village of Round Lake, Illinois
442 North Cedar Lake Road
Round Lake, Illinois, 60073-2802
(hereinafter called Owner)

From: Bovill Construction Co., Inc.
Company

3721 N. CAROLINA STREET
Address

FRANKLIN PARK, IL 60131
City State Zip Code

(847) 671-4978
Telephone

(847) 671-5329
FAX
(hereinafter called Bidder)

[Signature]
E-MAIL

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to furnish all labor, materials, tools, and services required for the construction of the Cambridge Lift Station & Force Main Replacement project for the Village of Round Lake, Lake County, Illinois (Engineers' Project No. 150509.40), all in accordance with the Bidding Documents prepared by Baxter & Woodman, Inc., Consulting Engineers.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Bidder Instructions, including without limitation those dealing with the disposition of Bid Security. This Bid will remain open for 60 days after the date of Bid opening or for such longer period of time that Bidder may agree to in writing upon request of Owner. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Documents within 15 days after the date of Owner's Notice of Award.
3. In submitting this Bid, Bidder represents, as set forth in the Agreement, that:
 - a. Bidder has examined copies of all the Bidding Documents.
 - b. Bidder is familiar with the nature and extent of the Bidding Documents, Work, site, locality, and all local conditions and legal and regulatory requirements that in any

- (2) Unless otherwise required by law, the prices which have been quoted in the Bid have not knowingly been disclosed by the Bidder, prior to opening, directly, or indirectly to any other Bidder or to any competitor.
- (3) No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
- (4) Bidder is not barred from contracting with the Owner as a result of a violation 720 ILCS 5/33 et seq.
- k. Bidder agrees that no less than the prevailing rate of wages as determined by the Department of Labor or determined by the court on review, shall be paid to all laborers, workmen, and mechanics performing work under this contract.
- l. Bidder complies with the provisions of the Employment of Illinois Workers on Public Works Act (30 ILCS 570/) as they may apply to this Project.
- m. Bidder will comply with the requirements of Sections 22.51(f)(2)(B) and 22.51a(d)(2)(B) of the Illinois Environmental Protection Act ([415 ILCS5/22.51(f)(2)(B)] and [415 ILCS5/22.51a(d)(2)(B)]) for the disposal of uncontaminated soils including uncontaminated soil mixed with other clean construction or demolition debris (CCDD) materials and has included any costs associated with compliance in the Bid.
4. Bidder submits the following Schedule of Unit Prices for the Work to be performed in accordance with the Bidding Documents and agrees that items of work not specifically mentioned in the Schedule which are necessary and required to complete the Work intended shall be done incidental to and as part of the items of work for which a unit price is given, and understands that no additional payment will be made for such incidental work.

SCHEDULE OF UNIT PRICES

No.	Pay Item	Approximate Quantity	Unit Price	Amount
1.2	EROSION AND SEDIMENTATION CONTROL			
	Coir Roll	115 LF	\$ 50 ⁰⁰	\$ 5,750 ⁰⁰
	Inlet Protection	2 EA	\$ 250 ⁰⁰	\$ 500 ⁰⁰
1.3	SOIL TESTING FOR CONTAMINANTS	3 EA	\$ 2,500 ⁰⁰	\$ 7,500 ⁰⁰
1.4	CONTAMINATED WASTE DISPOSAL	5 CY	\$ 250 ⁰⁰	\$ 1,250 ⁰⁰
1.5	FORCE MAIN (OPEN CUT)			
	4-Inch I.D.	13 LF	\$ 250 ⁰⁰	\$ 3,250 ⁰⁰
1.6	FORCE MAIN (HDD)			
	4-Inch Min. I.D.	1185 LF	\$ 90 ⁰⁰	\$ 106,650 ⁰⁰
1.7	AIR RELEASE VALVE AND VAULT	1 EA	\$ 5,000 ⁰⁰	\$ 5,000 ⁰⁰
1.8	SANITARY SEWER (OPEN CUT)			
	8-Inch I.D.	20 LF	\$ 250 ⁰⁰	\$ 5,000 ⁰⁰
	10-Inch I.D.	16 LF	\$ 250 ⁰⁰	\$ 4,000 ⁰⁰

SCHEDULE OF UNIT PRICES

No.	Pay Item	Approximate Quantity	Unit	Price	Amount
1.9	SANITARY MANHOLES 4-Foot Dia.	1 EA		\$ 10,000	\$ 10,000
1.10	WATER MAIN (OPEN CUT) 12-Inch I.D.	68 LF		\$ 250	\$ 17,000
1.11	STORM SEWER (OPEN CUT) 12-Inch D.I.	40 LF		\$ 200	\$ 8,000
	12-Inch Flared End Section	1 EA		\$ 500	\$ 500
1.12	CATCH BASIN, TYPE C Type C, 2-Foot Dia.	1 EA		\$ 5,000	\$ 5,000
		1 EA		\$ 2,000	\$ 2,000
1.13	REMOVAL AND REPLACEMENT OF UNSUITABLE MATERIAL	50 CY		\$ 100	\$ 5,000
1.14	GRANULAR BACKFILL	200 TONS		\$ 50	\$ 10,000
1.15	ABANDONMENT 4-Inch Force Main Cellular Grout	5 CY		\$ 650	\$ 3,250
	Old Pump Vault Cellular Grout	40 CY		\$ 650	\$ 26,000
1.16	PAVEMENT RESTORATION HMA Pavement	60 SY		\$ 90	\$ 5,400
	Gravel	40 SY		\$ 27	\$ 1,080
	Curb & Gutter	30 LF		\$ 75	\$ 2,250
1.17	LAWN RESTORATION	450 SY		\$ 10	\$ 4,500
1.18	LIFT STATION	1 LSUM		Lump Sum	\$ 51,000
TOTAL AMOUNT OF BID				\$ 749,880 ⁰⁰	

5. Bidder agrees that the Work will begin as set forth in the Notice to Proceed and will be Substantially Completed within 150 calendar days after the Contract Time commences to run, and completed and ready for final payment in accordance with Paragraph 1.11 of the Supplementary Conditions by June 1, 2017.

a. Bidder accepts the provisions of the Supplementary Conditions as to liquidated damages in the event of failure to complete the Work on time.

6. Bidder submits the required Bid Security in the form of (Certified Check or Bid Bond) in the amount of _____ or 5% Percent of the Bid Amount.

7. Bidder will be obtaining Performance and Payment Bonds through the following local agent or broker:

Name: WEIBLE & CARILL, LLC

Address: 2300 CARROT DRIVE, STE. 100, CREST, IL

Telephone: (630) 245-4600 email: RHOLMES@WEIBLECARILL.COM

**VILLAGE OF ROUND LAKE, ILLINOIS
CAMBRIDGE LIFT STATION FORCE MAIN REPLACEMENT**

No.	Item	Approximate Quantity	Unit Cost	GLENBROOK EXCAVATING		PATNICK CONSTRUCTION		BERGER EXCAVATING	
				Amount	Unit Cost	Amount	Unit Cost	Amount	
1	EROSION AND SEDIMENTATION CONTROL								
	Coir Roll	115	LF	\$ 5.00	\$ 575.00	\$ 5.00	\$ 575.00	\$ 18.00	\$ 2,070.00
	Inlet Protection	2	EA	\$ 150.00	\$ 300.00	\$ 250.00	\$ 500.00	\$ 200.00	\$ 400.00
2	SOIL TESTING FOR CONTAMINANTS	3	EA	\$ 500.00	\$ 1,500.00	\$ 750.00	\$ 2,250.00	\$ 105.00	\$ 315.00
3	CONTAMINATED WASTE DISPOSAL	5	CY	\$ 180.00	\$ 900.00	\$ 100.00	\$ 500.00	\$ 80.00	\$ 400.00
4	FORCE MAIN (OPEN CUT)								
	4-Inch I.D.	13	LF	\$ 80.00	\$ 1,040.00	\$ 29.00	\$ 377.00	\$ 68.00	\$ 884.00
5	FORCE MAIN (HDD)								
	4-Inch Min. I.D.	1185	LF	\$ 40.00	\$ 47,400.00	\$ 29.00	\$ 34,365.00	\$ 68.00	\$ 80,580.00
6	AIR RELEASE VALVE AND VAULT	1	EA	\$ 35,000.00	\$ 35,000.00	\$ 8,500.00	\$ 8,500.00	\$ 13,500.00	\$ 13,500.00
7	SANITARY SEWER (OPEN CUT)								
	8-Inch I.D.	20	LF	\$ 250.00	\$ 5,000.00	\$ 340.00	\$ 6,800.00	\$ 150.00	\$ 3,000.00
	10-Inch I.D.	16	LF	\$ 250.00	\$ 4,000.00	\$ 300.00	\$ 4,800.00	\$ 200.00	\$ 3,200.00
8	SANITARY MANHOLES								
	4-Foot Dia.	1	EA	\$ 15,000.00	\$ 15,000.00	\$ 6,000.00	\$ 6,000.00	\$ 12,750.00	\$ 12,750.00
9	WATER MAIN (OPEN CUT)								
	12-Inch I.D.	68	LF	\$ 125.00	\$ 8,500.00	\$ 224.00	\$ 15,232.00	\$ 255.00	\$ 17,340.00
10	STORM SEWER (OPEN CUT)								
	12-Inch D.I.	40	LF	\$ 100.00	\$ 4,000.00	\$ 70.00	\$ 2,800.00	\$ 112.00	\$ 4,480.00
	12-Inch Flared End Section	1	EA	\$ 1,100.00	\$ 1,100.00	\$ 1,200.00	\$ 1,200.00	\$ 800.00	\$ 800.00
11	CATCH BASIN, TYPE C								
	Type C, 2-Foot Dia.	1	EA	\$ 1,500.00	\$ 1,500.00	\$ 970.00	\$ 970.00	\$ 1,825.00	\$ 1,825.00
12	REMOVAL AND REPLACEMENT OF UNSUITABLE MATERIAL	50	CY	\$ 100.00	\$ 5,000.00	\$ 45.00	\$ 2,250.00	\$ 26.00	\$ 1,300.00
13	GRANULAR BACKFILL	200	TONS	\$ 65.00	\$ 13,000.00	\$ 20.00	\$ 4,000.00	\$ 37.00	\$ 7,400.00
14	ABANDONMENT								
	4-Inch I.D. Force Main	5	CY	\$ 1,300.00	\$ 6,500.00	\$ 625.00	\$ 3,125.00	\$ 1,000.00	\$ 5,000.00
	Pumping Station Dry Well	40	CY	\$ 205.00	\$ 8,200.00	\$ 184.00	\$ 7,360.00	\$ 135.00	\$ 5,400.00
15	PAVEMENT RESTORATION								
	HMA Pavement	60	SY	\$ 80.00	\$ 4,800.00	\$ 30.00	\$ 1,800.00	\$ 95.00	\$ 5,700.00
	Gravel	40	SY	\$ 30.00	\$ 1,200.00	\$ 15.00	\$ 600.00	\$ 65.00	\$ 2,600.00
	Curb & Gutter	30	LF	\$ 45.00	\$ 1,350.00	\$ 44.00	\$ 1,320.00	\$ 90.00	\$ 2,700.00
16	LAWN RESTORATION	450	SY	\$ 15.00	\$ 6,750.00	\$ 15.00	\$ 6,750.00	\$ 14.00	\$ 6,300.00
17	LIFT STATION	1	LSUM	\$255,000.00	\$255,000.00	\$350,000.00	\$350,000.00	\$334,300.00	\$334,300.00
TOTAL AMOUNT OF BID					\$427,615.00		\$462,074.00		\$512,244.00

**VILLAGE OF ROUND LAKE, ILLINOIS
CAMBRIDGE LIFT STATION FORCE MAIN REPLACEMENT**

No.	Item	Approximate Quantity	Unit Cost	BOLDER CONTRACTORS		R A MANCINI		KOVILIC CONSTRUCTION	
				Amount	Unit Cost	Amount	Unit Cost	Amount	
1	EROSION AND SEDIMENTATION CONTROL								
	Coir Roll	115	LF	\$ 20.00	\$ 2,300.00	\$ 12.00	\$ 1,380.00	\$ 50.00	\$ 5,750.00
	Inlet Protection	2	EA	\$ 300.00	\$ 600.00	\$ 220.00	\$ 440.00	\$ 250.00	\$ 500.00
2	SOIL TESTING FOR CONTAMINANTS	3	EA	\$ 1,000.00	\$ 3,000.00	\$ 900.00	\$ 2,700.00	\$ 2,500.00	\$ 7,500.00
3	CONTAMINATED WASTE DISPOSAL	5	CY	\$ 150.00	\$ 750.00	\$ 150.00	\$ 750.00	\$ 250.00	\$ 1,250.00
4	FORCE MAIN (OPEN CUT)								
	4-Inch I.D.	13	LF	\$ 140.00	\$ 1,820.00	\$ 130.00	\$ 1,690.00	\$ 250.00	\$ 3,250.00
5	FORCE MAIN (HDD)								
	4-Inch Min. I.D.	1185	LF	\$ 95.00	\$112,575.00	\$ 42.00	\$ 49,770.00	\$ 90.00	\$106,650.00
6	AIR RELEASE VALVE AND VAULT	1	EA	\$ 9,000.00	\$ 9,000.00	\$ 9,500.00	\$ 9,500.00	\$ 5,000.00	\$ 5,000.00
7	SANITARY SEWER (OPEN CUT)								
	8-Inch I.D.	20	LF	\$ 200.00	\$ 4,000.00	\$ 85.00	\$ 1,700.00	\$ 250.00	\$ 5,000.00
	10-Inch I.D.	16	LF	\$ 220.00	\$ 3,520.00	\$ 97.00	\$ 1,552.00	\$ 250.00	\$ 4,000.00
8	SANITARY MANHOLES								
	4-Foot Dia.	1	EA	\$ 8,000.00	\$ 8,000.00	\$ 6,000.00	\$ 6,000.00	\$ 10,000.00	\$ 10,000.00
9	WATER MAIN (OPEN CUT)								
	12-Inch I.D.	68	LF	\$ 230.00	\$ 15,640.00	\$ 185.00	\$ 12,580.00	\$ 250.00	\$ 17,000.00
10	STORM SEWER (OPEN CUT)								
	12-Inch D.I.	40	LF	\$ 90.00	\$ 3,600.00	\$ 99.00	\$ 3,960.00	\$ 200.00	\$ 8,000.00
	12-Inch Flared End Section	1	EA	\$ 1,500.00	\$ 1,500.00	\$ 900.00	\$ 900.00	\$ 500.00	\$ 500.00
11	CATCH BASIN, TYPE C	1	EA			\$ 1,600.00	\$ 1,600.00	\$ 5,000.00	\$ 5,000.00
	Type C, 2-Foot Dia.	1	EA	\$ 2,000.00	\$ 2,000.00	\$ 1,600.00	\$ 1,600.00	\$ 2,000.00	\$ 2,000.00
12	REMOVAL AND REPLACEMENT OF UNSUITABLE MATERIAL	50	CY	\$ 57.00	\$ 2,850.00	\$ 100.00	\$ 5,000.00	\$ 100.00	\$ 5,000.00
13	GRANULAR BACKFILL	200	TONS	\$ 24.00	\$ 4,800.00	\$ 30.00	\$ 6,000.00	\$ 50.00	\$ 10,000.00
14	ABANDONMENT								
	4-Inch I.D. Force Main	5	CY	\$ 200.00	\$ 1,000.00	\$ 825.00	\$ 4,125.00	\$ 650.00	\$ 3,250.00
	Pumping Station Dry Well	40	CY	\$ 200.00	\$ 8,000.00	\$ 515.00	\$ 20,600.00	\$ 650.00	\$ 26,000.00
15	PAVEMENT RESTORATION								
	HMA Pavement	60	SY	\$ 70.00	\$ 4,200.00	\$ 110.00	\$ 6,600.00	\$ 90.00	\$ 5,400.00
	Gravel	40	SY	\$ 15.00	\$ 600.00	\$ 45.00	\$ 1,800.00	\$ 27.00	\$ 1,080.00
	Curb & Gutter	30	LF	\$ 45.00	\$ 1,350.00	\$ 120.00	\$ 3,600.00	\$ 75.00	\$ 2,250.00
16	LAWN RESTORATION	450	SY	\$ 18.00	\$ 8,100.00	\$ 12.00	\$ 5,400.00	\$ 10.00	\$ 4,500.00
17	LIFT STATION	1	LSUM	\$345,000.00	\$345,000.00	\$585,000.00	\$585,000.00	\$511,000.00	\$511,000.00
TOTAL AMOUNT OF BID					\$544,205.00		\$734,247.00		\$749,880.00



VILLAGE OF ROUND LAKE
AGENDA ITEM SUMMARY

TITLE: FRONT END LOADER REPAIR RATIFICATION

Agenda Item No. 10.2

Executive Summary

Staff requests ratification of an invoice from West Side Tractor Sales for services to repair the Village’s John Deere 544 front end loader. The end loader broke down alongside Cedar Lake Road and could not be started. West Side was called to diagnose the problem and they were able to fix the end loader in the field. The invoice is attached and is for \$2,715.09.

West Side Tractor Sales has previously completed various equipment repair work for the Village. Their work has been satisfactory and they were available on short notice.

Recommended Action

Adopt a Resolution Ratifying an invoice from West Side Tractor Sales for services to repair the Village’s John Deere 544 front end loader in an amount not to exceed \$2,715.09

Committee: PW/F&CA and Engineering		Meeting Date(s): 08/15/16	
Lead Department: Public Works		Presenter: Adam Wedoff, Director of Public Works	
Item Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A If amount requested is over budget, a detailed explanation of what account(s) the overage will be charged to will be provided in the Executive Summary or attached detail.	Account(s)	Budget	Expenditure
	01-60-84-88405	\$17,000.00	
	Item Requested	\$0.00	\$1,357.55
	Y-T-D Actual		\$1,242.38
	Amount Encumbered		\$0.00
	Total	\$17,000.00	\$2,599.93
	50-60-84-88405	\$10,000.00	
	Item Requested	\$0.00	\$1,357.54
	Y-T-D Actual		\$441.91
	Amount Encumbered		\$0.00
	Total	\$10,000.00	\$1,799.45
	Grand Total	\$27,000.00	\$4,399.38
	Request is over/under budget:		
Under			\$22,600.62

Resolution 2016-R-__

A Resolution Ratifying Invoice for Repairs to John Deere 544 Front End Loader

WHEREAS the Village's John Deere 544 front end loader broke down alongside Cedar Lake Road and could not be started. West Side Tractor Sales was called to diagnose the problem and they were able to fix the end loader in the field.

NOW THEREFORE BE IT RESOLVED by the Village President and Board of Trustees of the Village of Round Lake as follows:

Section One: The invoice from West Side Tractor Sales for services to repair the Village's John Deere 544 front end loader, attached as Exhibit A, is hereby approved at a price not to exceed \$2,715.09.

Section Two: West Side Tractor Sales has previously completed various equipment repair work for the Village, and their work has been satisfactory.

Section Three: The Mayor, Village Administrator and Director of Public Works are authorized to execute all necessary documents to carry out this Resolution.

Section Four: That this Resolution shall be in full force and effect from and after its passage and approval as required by law.

APPROVED:

Daniel A. MacGillis, Village President

ATTEST:

Patricia C. Blauvelt, Village Clerk

PASSED:

APPROVED:

AYES:

NAYS:

ABSENT:

Exhibit A

Invoice from West Side Tractor Sales

WEST SIDE TRACTOR SALES



JOLIET T: (815) 730-9011 F: (815) 730-9036
 NAPERVILLE T: (630) 355-7150 F: (630) 355-7173
 ROCKFORD T: (815) 961-3160 F: (815) 965-1810
 SO HOLLAND T: (708) 331-6362 F: (708) 331-7334
 WAUCONDA T: (847) 526-7700 F: (847) 526-3565

REMIT TO:
 WEST SIDE EXCHANGE
 DEPT. #4570
 P.O. BOX 87618
 CHICAGO, IL 60680-0618
 PHONE (630) 355-7150

Ship to: ROUND LAKE/544J

Invoice to: ROUND LAKE, VILLAGE OF
 751 W. TOWNLINE RD
 ROUND LAKE IL 60073

Branch WAUCONDA		
Date 08/02/16	Time 07:40:22 (O)	Page 02
Account No. 5465400312	Phone No. 847 5465400	Invoice No. L76560
Ship Via	Purchase Order	
Sales Tax License No. 9995752305	Federal Exemption No.	
F.E.I.N. No. 36-2484344	Salesperson JUL	

DESCRIPTION

STK#/FLEET#		HRS	PIN/EIN	WARRANTY DATE	HRS
8550028	JD 544J WHEEL LOAD 544J	6227	DW544JZ593208	01/26/05	
SE501236	FUEL INJECTION Fuel Injection Pump Reman	1	1774.87		1774.87
			PARTS		1774.87
			LABOR		405.00
10410000	REPAIR TOTAL==>				2179.87
REPAIR# 3 C START /		07/15/16	07/15/16		
FUEL GAUGE INOP					
FRT	IB FRT CHGR	1	10.10		10.10
			PARTS		10.10
			LABOR		162.00
10410000	REPAIR TOTAL==>				172.10

***** WORK ORDER TOTALS *****

PARTS	1784.97
LABOR	769.50
ENVIROMENTAL	11.54
MILEAGE	126.00
MISC MATERIAL	23.08
TOTAL CHARGE	2715.09

01-60-84-88405 \$1357.55
 50-60-84-88405 \$1357.54

VILLAGE OF ROUND LAKE
 APPROVAL FOR PAYMENT
 Acct. No. _____
 Dept. Head: _____
 Vendor No.: W50

LATE CHARGE %PER MONTH (%PER ANNUM)

RESTOCKING %MINIMUM SERVICE CHARGE.

SIGNATURE _____ DATE _____

TERMS: Parts and service invoices are due net 30 days from date of invoice. Special order goods are not returnable. All returns must be accompanied by this invoice. Returned goods are subject to a restocking charge. Parts and service are under warranty for ninety (90) days. Rentals and whole goods invoices are payable cash in advance or payable upon receipt of invoice if an open account accomodation has been granted. There is a \$25.00 service charge on all returned checks. Title to all items remains with West Side Tractor Sales until purchase price, interest and other charges are paid in full.

WEST SIDE TRACTOR SALES



JOLIET T: (815) 730-9011 F: (815) 730-9036
 NAPERVILLE T: (630) 355-7150 F: (630) 355-7173
 ROCKFORD T: (815) 961-3160 F: (815) 965-1810
 SO HOLLAND T: (708) 331-6362 F: (708) 331-7334
 WAUCONDA T: (847) 526-7700 F: (847) 526-3565

REMIT TO:
 WEST SIDE EXCHANGE
 DEPT. #4570
 P.O. BOX 87618
 CHICAGO, IL 60680-0618
 PHONE (630) 355-7150

Ship to: ROUND LAKE/544J

Invoice to: ROUND LAKE, VILLAGE OF
 751 W. TOWNLINE RD
 ROUND LAKE IL 60073

Branch WAUCONDA		
Date 08/02/16	Time 07:40:22 (O)	Page 01
Account No. 5465400312	Phone No. 847 5465400	Invoice No. L76560
Ship Via	Purchase Order	
Sales Tax License No. 9995752305	Federal Exemption No.	
F.E.I.N. No. 36-2484344	Salesperson JUL	

DESCRIPTION

STK#/FLEET#		HRS	PIN/EIN	WARRANTY DATE	HRS
8550028	JD 544J WHEEL LOAD 544J	6227	DW544JZ593208	01/26/05	
REPAIR#	1 C 00851 /	07/15/16	07/15/16		
	TT&M				
	TRAVELTIME TO ROUND LAKE - 2 TRIPS				
			LABOR		202.50
10410000			REPAIR TOTAL==>		202.50

REPAIR# 2 C 00851 / 07/15/16 07/15/16
 WONT START
COMPLAINT:
 machine stalled while traveling down road. will not re-start
CAUSE:
 internal failure of injection pump
CORRECTION:
 diagnosis: attempted to start machine. crank ok, no start.
 no smoke. check low side fuel pressure while cranking. ok @
 8 psi. install edl. scan for codes. pulled 1 codes 1076.5
 for injector circuit. removed connector. found no issues.
 removed side skirt of cab. removed 46 pin connector. tested
 wires between ecu to pump. wires a3 / k2 ok not open.
 repair: turned engine over to time to no1 cyl TDC. removed
 air condition line bracket. removed timing cover front
 plate. removed nut and using puller removed timing gear.
 *** extra time involved with damaged threads on timing
 gear, had to repair threads in order to install gear
 puller**** removed all low side fuel lines. removed
 electrical connections. removed high pressure fuel lines.
 removed pump hardware. removed pump. timed new pump.
 installed new pump. install all components removed. primed
 fuel system. started machine. cleared codes. machine
 running ok ta this time.

CONTINUED ON PAGE 02

LATE CHARGE %PER MONTH (%PER ANNUM)

RESTOCKING %MINIMUM SERVICE CHARGE.

SIGNATURE _____ DATE _____

TERMS: Parts and service invoices are due net 30 days from date of invoice. Special order goods are not returnable. All returns must be accompanied by this invoice. Returned goods are subject to a restocking charge. Parts and service are under warranty for ninety (90) days. Rentals and whole goods invoices are payable cash in advance or payable upon receipt of invoice if an open account accomodation has been granted. There is a \$25.00 service charge on all returned checks. Title to all items remains with West Side Tractor Sales until purchase price, interest and other charges are paid in full.