

AGENDA
VILLAGE OF ROUND LAKE
COMMITTEE OF THE WHOLE MEETING
August 1, 2016,
442 N. Cedar Lake Road
To Follow the Regular Board Meeting
The Regular Board Meeting is 7:00 P.M.

CALL TO ORDER

1. ROLL CALL

2. APPROVAL OF MINUTES

2.1 Approve the Minutes of the Committee of the Whole Meeting of July 18, 2016

3. PUBLIC COMMENT

4. COMMITTEE OF THE WHOLE

- Community Development
- Clerk's Office
 - Illinois Municipal League Conference
- Human Resources and Finance
 - SSA Bond Refunding Presentation
- Public Works, Facilities and Capital Assets, and Engineering
 - Cambridge Lift Station Replacement
 - Cambridge Lift Station Construction Services
 - Generator Preventative Maintenance Contract
- Special Events
 - National Night Out
- Building and Zoning
- Police
 - Police Law Institute
- Administration
 - Authorized IMRF Representative
 - Current Technologies Contract
 - METRA Agreement

5. SUGGESTED NEW TOPICS

6. EXECUTIVE SESSION

7. ADJOURN

AGENDA
 VILLAGE OF ROUND LAKE
 COMMITTEE OF THE WHOLE MEETING
 July 18, 2016
 442 N. Cedar Lake Road
 To Follow the Regular Board Meeting
 The Regular Board Meeting is 7:00 P.M.

CALL TO ORDER

THE COMMITTEE OF THE WHOLE MEETING OF THE VILLAGE OF ROUND LAKE WAS CALLED TO ORDER BY DAN MACGILLIS, VILLAGE PRESIDENT AT 7:26 P.M.

1. ROLL CALL

Present: Trustees Foy, Frye, Kraly, Newby, Rodriguez, Triphahn

Absent: None

2. APPROVAL OF MINUTES

2.1 Approve the Minutes of the Committee of the Whole Meeting of July 5, 2016

Trustee Foy moved, Seconded by Trustee Newby, to approve the Minutes of the Committee of the Whole Meeting of July 5, 2016. Upon a unanimous voice vote; the Mayor declared the motion carried

3. PUBLIC COMMENT

None

4. COMMITTEE OF THE WHOLE

- Community Development
- Clerk's Office
- Human Resources and Finance
- Public Works, Facilities and Capital Assets, and Engineering
- Special Events
 - National Night Out
 Chief Gillette stated that everything seems on track for the event and he had reached out to area Police Departments to see if they had bicycles they could add to our Bike Auction, he said the response was better than he had hoped. He stated he will be receiving several bicycles and any funds received from the silent auction in regards to those received, will go back to that specific Police Department.
- Building and Zoning
- Police
 - Lake County Metropolitan Enforcement Group Continued Membership
 Chief Gillette stated this is the membership assessment fee for fiscal year 2016/2017. He mentioned that our Police Department has been a member of LCMEG since May 2006 and since that time our PD has worked in dozen of successful law enforcement operations. The Chief also mentioned that this year had been one of the busiest years thus far since participating.

The Mayor and Board agreed to move to the next Consent Agenda

- Critical Uptime Services Preventive Maintenance Program
Chief Gillette stated this item is for preventive maintenance service for the Police Department and Public Works Department Uninterruptible Power Supply. He mentioned that the primary role is to provide short term power when the input power source fails. He went on to say that this preventive maintenance service will provide two services during the continuous calendar year that will address the machine and all parts that might be needed and labor for each visit.

The Mayor and Board agreed to move to the next Consent Agenda

- Administration

The Mayor wanted to add a few comments he didn't mention under Mayors comments. He stated that he had introduced Carol Sellner, our new Accounting Manager and Brandy Schroff, our new Human Resource Representative, to the Police and Public Works Department. The Mayor also stated that as changes happen within the Village it only makes the Village better. The Mayor also commented on the Thank You cards, signed by each of the board members that will be sent to each of the Villages Police Officers thanking them for what they do each and every day. Trustee Triphahn stated that the Village, and how it is progressing, is based on his leadership and thanked him for that.

5. SUGGESTED NEW TOPICS

None

6. EXECUTIVE SESSION

None

7. ADJOURN

Motion by Trustee Newby, Seconded by Trustee Triphahn to adjourn the Committee of the Whole meeting at 7:38 P.M. Upon a unanimous voice vote, the Mayor declared the motion carried.

APPROVED:

Patricia C. Blauvelt
Village Clerk

Daniel MacGillis
Village President



VILLAGE OF ROUND LAKE

AGENDA ITEM SUMMARY

TITLE: ILLINOIS MUNICIPAL LEAGUE (IML) CONFERENCE

Agenda Item No. COTW

Executive Summary

Attached a registration form and a preliminary list of proposed conference sessions for the Village Board to review.

Recommended Action

For Informational/ Discussion Purposes Only

Committee: -	Meeting Date: August 1, 2016																																	
Lead Department: Administration	Presenter: Patty Blauvelt, Village Clerk Steven J. Shields, Village Administrator																																	
<p>Item Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <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>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Account(s)</th> <th style="text-align: center;">Budget</th> <th style="text-align: center;">Expenditure</th> </tr> </thead> <tbody> <tr> <td>01-20-72-67208</td> <td style="text-align: right;">\$11,300.00</td> <td></td> </tr> <tr> <td>Item Requested</td> <td style="text-align: right;">\$7,950.00</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> </td> <td></td> <td></td> </tr> <tr> <td style="text-align: right;">Grand Total</td> <td style="text-align: right;">\$19,250.00</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td colspan="3">Request is over/under budget:</td> </tr> <tr> <td style="text-align: right;">Under</td> <td></td> <td style="text-align: right;">\$19,250.00</td> </tr> <tr> <td style="text-align: right;">Over</td> <td style="text-align: right;">-</td> <td></td> </tr> </tbody> </table>	Account(s)	Budget	Expenditure	01-20-72-67208	\$11,300.00		Item Requested	\$7,950.00		Y-T-D Actual			Amount Encumbered									Grand Total	\$19,250.00	\$0.00	Request is over/under budget:			Under		\$19,250.00	Over	-	
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2016



Illinois Municipal League
103rd Annual Conference
September 22-24, 2016 | Hilton Chicago

Photo credit: City of Chicago

Registration Form

Save time - skip the form and **REGISTER ONLINE**

The Illinois Municipal League accepts Visa or MasterCard for Annual Conference registration on our website at **conference.impl.org**

Attendee Information: *(advance registration accepted through September 9)*

First: _____ Middle: _____ Last: _____

Title: _____

Municipality/Company: _____

Municipality/Company Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

E-mail for Confirmation: _____ *(Required)*

Advance Registration Fees *[Please mark appropriate box(s)]* Make copy of form for additional attendees if needed.

<input type="checkbox"/> TOTAL CONFERENCE PACKAGE \$310 - Member \$360 - Non-member (Includes all conference sessions, 2 receptions, 1 Saturday Luncheon ticket & 1 Saturday Banquet ticket) <i>(\$360 on-site)</i>	One Day Registrations				
	<input type="checkbox"/> THURSDAY \$165 - Member \$180 - Non-member (Includes all Thursday Conference sessions & Get Acquainted Reception) <i>(\$180 on-site)</i>	<input type="checkbox"/> FRIDAY \$165 - Member \$180 - Non-member (Includes Opening session, all Friday Conference sessions, Friday Exhibit Hall Lunch & Dessert Reception for registered attendees) <i>(\$180 on-site)</i>	<input type="checkbox"/> SATURDAY \$165 - Member \$180 - Non-member (Includes all Saturday Conference sessions & 1 Saturday Luncheon ticket) <i>(\$180 on-site)</i>	<input type="checkbox"/> INDIVIDUAL EVENT TICKET Saturday Annual Luncheon \$55 each <i>(\$70 on-site)</i> # of tickets: _____	<input type="checkbox"/> INDIVIDUAL EVENT TICKET Saturday Night Banquet \$125 each <i>(\$150 on-site)</i> # of tickets: _____

Please specify special dietary needs:

Total Amount Due: \$ _____

PAYMENT BY CHECK: Make payable to Illinois Municipal League, and mail to: PO Box 5180, Springfield, IL 62705-5180

Conference Advance Registration Cancellation Policy: A processing fee will be charged regardless of the reason for cancellation (including medical emergencies). Registrants who are unable to attend the conference may appoint a substitute. **All cancellations must be in writing and mailed, faxed (217-525-7438) or emailed (cancellation@impl.org) to the IML office.** Cancellations will not be accepted by telephone. ♦ \$50 processing fee, per attendee, on all cancellations before September 8. ♦ No refunds after 4:30 p.m. on September 8. ♦ Extra Lunch & Banquet tickets - \$25 processing fee before September 8; no refunds after September 8.

2016 Annual Conference Sessions

3 Ingredients For True Community Collaboration

The Illinois budget crisis has forced some communities to rethink how they collaborate across the public and private sector. This interactive session will facilitate a discussion on true collaboration and what exactly is needed for it to occur. We will hear from a community driving tough conversations and new ideas to solve old challenges and collaboratively deliver 21st Century service to its most vulnerable residents.

Tracks: Communication, Management

A "Top 10" List for Complying with FOIA & OMA

The “Sunshine Laws” are intended to ensure that government operates in a transparent manner. This session will cover the basics of FOIA and OMA, and also provide updates on recent Public Access Counselor opinions, cases and legislative amendments to these two laws. The session will be presented in an interactive manner designed to engage the audience in the topic.

Tracks: General, Management

Administrative Adjudication

This session will provide an update on administrative adjudication with the addition of mock hearings for a real-life demonstration of how hearings typically operate.

Tracks: Management

Advancing the Local Solar Energy Market

The City of Urbana and the Grow Solar Partnership share lessons learned from three projects implemented to lower barriers to advance the local solar energy market. The effort audited planning/zoning/permitting rules, pursued a municipal solar installation and conducted a bulk solar purchase program. These projects lowered convenience barriers, demonstration/social norm barriers, information/uncertainty barriers and cost barriers.

Tracks: Economic Development

Best Practices in Financial Transparency

Representatives from the Office of the Comptroller will explore how to use financial reports and audits to increase transparency, and ultimately, educate and engage constituents.

Tracks: Finance

Branding Can Drive Your Economic Development

All communities desire a positive regional brand, but the process that creates and manages that image is sometimes foggy. At this session, experienced planners, a graphic designer and a media buyer will clarify the relationship between regional image and economic development. Other topics will include funding a community marketing program, measuring results and assigning responsibility for the components of community marketing.

Tracks: Communication

Clean Water - Regulatory Initiatives Facing Municipalities

One of the major challenges facing municipal government is the delivery of safe drinking water and the maintenance of clean rivers and streams. This session will focus on key regulatory initiatives, including lessons and fallout from Flint, Michigan, as well as new Clean Water Act initiatives and proposed legislation. The panel will discuss the legal background of issues as well as provide updates on key issues.

Tracks: General

Communicating the Value of Parks & Recreation

This workshop from the Illinois Park & Recreation Association will provide community leaders with the resources, templates, tools and inspiration needed to communicate the value of parks and recreation through education and storytelling.

Tracks: General

Creating Efficiency through Municipal Service Sharing

A 2015 report from the Metropolitan Mayors Caucus highlighted that municipalities are developing their own solutions to government efficiency through municipal service sharing to spend resources and taxpayer dollars more effectively and deliver better service. Cooperation often happens in spheres like sharing snow-clearing units, or jointly purchasing new technological software. This low-level collaboration has potential to make government work better for the taxpayer. This panel features communities utilizing service sharing strategies and a representative from the Municipal Partnering Initiative who will highlight effective strategies the audience can take back to their communities.

Tracks: Finance, Management

Downtown Revitalization and Community Planning

This session will feature University of Illinois Extension programming and community partnerships on the topic of downtown planning and revitalization. Case studies featuring small communities with vibrant downtowns are currently being developed by U of I Extension as part of a grant from the North Central Regional Center for Rural Development. These case studies will be featured in the first half of the session to provide best practice examples. The second half of the session will present additional examples of U of I Extension community development programming and resources for community planning and revitalization.

Tracks: Economic Development, Management

Ethical Requirements for Public Officials

In this workshop, an interactive panel will discuss real-life ethical challenges public officials face. Participants will benefit from a review of statutes and case law concerning prohibited political activity, contracts and conflicts of interest as well as a discussion around best practices.

Tracks: General, Management

Executing at the Level of WOW!

Expectations of government are vastly different than ever before. They are higher, immediate and personal. In truth, people expect service at the level of WOW! Defining it and doing it in this fast-paced world of 144 character interactions is the key. This highly engaging session will leave you excited and eager to go back to your organization and provide service people didn't even know they wanted.

Tracks: Communication

First Amendment Rights in Your Municipality

In light of various state and federal court decisions regarding the local regulation of parks, signs, and panhandling, it is important for local officials to realize they may be faced with a First Amendment legal issue in the future. This session explores how best to defend against such a challenge.

Tracks: Management

FOIA & OMA Update: Avoiding Compliance Pitfalls

This session will use multiple scenarios to highlight legislative updates, new Illinois Attorney General Office / PAC opinions and new court decisions under OMA and FOIA that affect municipal officers, officials and employees. Participants will receive guidance and helpful tips on how to avoid common pitfalls in compliance in an audience-friendly format.

Tracks: General, Management

Getting Started: Preparing for Retail Development Success

While many cities would like to recruit new retail development, the process can feel overwhelming. The key to success is educating yourself about what retailers are looking for and creating a plan. Learn the steps that South Beloit, Illinois is taking to lay a solid foundation for retail growth.

Tracks: Economic Development

Governing in Today's Blogosphere

Many municipalities and their officials are facing increased scrutiny via the use of blogs and other social media. While scrutiny comes with every elected leader's job and is vital to good government, social media generally does not adhere to typical journalism standards and therefore can cause the dissemination of either inflammatory statements or misinformation. This session outlines communication strategies for addressing the type of coverage bloggers and other social media bring to your community. As the use of social media often turns very personal, this session will also provide an overview of when statements or attacks cross the line and become defamatory.

Tracks: Communication

Government Customer Service - The Most Challenging "Duty as Assigned"

Municipalities continue to look for ways to respond to customers, businesses and residents while improving the customer service they provide. Through personal experiences and anecdotes, this session will provide lessons that participants can relate to along with suggestions for addressing them. Learn why excellent customer service requires a team effort, buy in and a sense of ownership from this session for department directors, managers and anyone who works with the public.

Tracks: Communication, Management

Illinois FirstNet

FirstNet is an initiative to provide first responders a high-speed broadband cellular data network dedicated to public safety. The features and bandwidth of FirstNet could potentially revolutionize how emergency management operates in the future. This presentation will cover Technology, Potential Uses, Connection to NG-911, Implications for Land Mobile Radio, Funding & Schedule and much more.

Tracks: Public Safety

Illinois Municipal Handbook Q&A

Join this group of experienced attorneys and a mayor for answers to your questions about a variety of contemporary legal issues. The group will present its own Q&A, but the best questions come from the audience in this dynamic and interactive session.

Tracks: General, Management

Illinois Performance Excellence - the IMRF Story and How Your Municipality Can Start Its Own Journey of Excellence

The Baldrige Performance Excellence Program was established by Congress in 1987 to promote the competitiveness, effectiveness and sustainability of organizations through continuous process improvement. Illinois Performance Excellence fosters understanding of the Baldrige principles, and in this session, IMRF will explain its journey of excellence.

Tracks: General

Importance of the "Plan" in the TIF Redevelopment Plan

A TIF plan that demonstrates implementation of either a larger comprehensive plan or a plan for a smaller sub-area promotes communicating the purpose of the TIF plan to taxing bodies and aids in directing the day-to-day activities and funding programs of communities. Because increasing pressure is being put on local governments to document and justify how TIF monies are being used, this presentation will demonstrate the importance of having a well thought out TIF plan that establishes both the vision and the actions necessary to achieve that vision.

Tracks: Economic Development

Intergovernmental Relationships: Lessons Learned and Best Practices

Intergovernmental relationships are more important than ever, and elected officials and constituents often expect municipalities to take the lead in managing relationships with other units of government. Those relationships trigger a number of policy and legal considerations, from land use and zoning, to service sharing and efficiencies, to consolidation of units of government. This presentation will address the administrative and legal perspectives faced by municipalities when considering intergovernmental relationships.

Tracks: General, Management

Liquor Control - Your Questions Answered

Representatives from the Illinois Liquor Control Commission and a municipal attorney answer the questions IML members have on all aspects of liquor control. This interactive session is a crowd favorite.

Tracks: Management

Local Governments Unite!

Local government is very complex and yet our budgets are not always a match for the kind of problems we need to solve. So what can local governments do? Joining forces to solve common challenges together produces even greater results. In this session, learn how the GIS Consortium worked together to enhance service and improve communication between residents and their municipality.

Tracks: Communication, Management

Making Zoning and Development Rules User Friendly

Development codes can be complex and difficult to use for residents and business owners. This can discourage development and often frustrates residents looking for a straight forward answer. The session speakers have applied innovative solutions that make development regulations easier, and will present ideas such as online “how to” videos, step-by-step worksheets for applying code rules and changing regulations to simplify approval and construction processes.

Tracks: Economic Development

Managing Employee Attendance & Leave of Absences Under State & Federal Law

What accommodation issues come into play when employers assess their employees' leave requests? This program will discuss the conflicting and overlapping employer obligations regarding the leave of absence rights of employees under the Americans with Disabilities Act (ADA), Family and Medical Leave Act (FMLA), Pregnancy Discrimination Act (PDA), Illinois Workers Compensation Act (IWCA), and the Victims Economic Security and Safety Act (VESSA).

Tracks: Management

Municipal Collaboration: Ways to Cut Costs and Improve Quality

With limited abilities to increase revenue and additional constraints on spending, all municipalities could benefit from innovative approaches to IGA. This panel will showcase mayors and administrators with first-hand experience in municipal partnerships. The session will showcase different techniques such as bulk purchasing, partnering to avoid prevailing wage requirements on certain projects and much more.

Tracks: Finance, Management

Municipal Tune Up

With the ever-changing legislative and legal landscape, this “municipal tune-up” gives participants a chance to explore their daily operations to ensure their practices are current, compliant and enforceable. The panel will flag many of the record keeping, administrative and regulatory matters for which municipalities are accountable. This fast-paced program touches on a broad range of compliance issues to give participants a chance to fine-tune their own operations.

Tracks: General, Management

Police and Community Relations Improvement Act Overview

Municipalities are taking action to promote the integrity of their police departments, as directed by a package of new laws adopted by the General Assembly last year. Many of these new laws became effective in 2016, and in response, local police departments are implementing new policies governing officer-involved deaths, officer-worn body cameras, FOIA, use of force and more. Participants will review the legal and practical realities of dealing with the new legislation affecting police operations, and discuss best practices for crisis management based on experiences in defending civil rights, excessive force, coerced confession and wrongful incarceration cases.

Tracks: Public Safety

Protection from Procurement and Vendor Fraud

The presentation will focus on key elements of Illinois Procurement statutes and administrative procurement rules that an agency can enact. Participants will learn to identify specific areas of procurement that present high risk of fraud and waste of funds as well as necessary controls to ensure compliance with statutory and administrative provisions.

Tracks: Finance

Public-Private Partnerships: What are Effective Models and How Do They Work?

Illinois can significantly benefit from investing in its infrastructure. This session will discuss how public-private partnerships (PPP), when properly structured, can provide valuable benefits to the public sector, create efficiencies and attract private investment. The panelists will include PPP experts; government representatives; public policy experts and private sector parties.

Tracks: Economic Development

Sharing with Care: Regulations for Responsible Short-Term Rentals

Short-term rental services, like Airbnb and VRBO, have exploded in popularity, and local governments are moving swiftly to harness their economic potential, while reducing their negative effects on surrounding property owners. Participants will evaluate the need for short-term rental regulations, and the legal issues local governments encounter with these innovative land uses. After reviewing regulations from around the country, participants will discuss the development of appropriate regulations for their communities, and the various enforcement mechanisms available to ensure the responsible operation of short-term rentals.

Tracks: Economic Development, General

Simple Steps to Rural Retail Success

Rural communities often get lost when it comes to retail attraction. Rather than jumping on the retail brand bandwagon, which can be a waste of time, energy and resources, rural communities will instead learn how to grow and train success in local entrepreneurs. Monticello has created its own Bootcamp program, and encourages communities to do the same by adapting this simple program to fit their own needs.

Tracks: Economic Development

Small Town Governance

This session provides an overview of issues common in smaller communities throughout Illinois. It is designed to help ensure those communities understand the rules relating to public contracts, prevailing wage, common pitfalls with OMA and FOIA, handling employee issues, hiring engineers and properly maintaining records.

Tracks: General

The Future of Retail: Bricks vs. Clicks

The retail industry's evolution has accelerated over the last decade, with online retail sales growing rapidly. By 2017, the web is expected to account for 10% of U.S. retail sales. But ask today's consumer, and they want it all: the convenience of researching and purchasing products online and the experience and entertainment of shopping in a physical store. This session explores the impact of e-commerce and emerging retail development trends community leaders need to understand as they seek to expand their retail sales tax base. Participants will leave with practical tips for economic development strategies.

Tracks: Economic Development

The Nuts & Bolts of MFT

Ever wonder why Motor Fuel Tax Funds cannot be used for police salaries? Or why your community cannot just receive the funds and use the money as necessary? Learn from Illinois Department of Transportation officials about the collection and disbursement of MFT funds. Also, learn the procedures that IDOT officials put into practice when administering MFT funds.

Tracks: Finance

The Possibilities of P3: Delivering Infrastructure with a Focus on Benefits & Value

Public Private Partnerships (P3s) have become more visible as an alternative delivery model or procurement method. While perceived as a complex structure, P3s are a valuable tool in the procurement toolkit. Join AIAP's experts as they demystify the complexity of the model and share their insights into "How to P3" followed by an interactive Q&A dialogue. Participants will leave the workshop with a better understanding of the model and how it might benefit their community.

Tracks: Economic Development

The Psychology of White Collar Crime

Creating an organization and developing an environment that is resistant to fraud is possible when the leaders understand the root causes. An organizational psychiatrist who has worked with municipalities and financial institutions that have been decimated by fraud will synthesize what happens with predatory fraudsters who prey on victims, and accidental fraudsters who don't start out as criminals.

Tracks: Finance, Public Safety

Transgender Issues In the Workplace - Unveiling the Myths and Misconceptions

2016 has brought the issue of transgender issues in the workplace to the forefront. This presentation will discuss common misconceptions and give managers the tools to establish policies and procedures, and coach employees on both the law and sensitivity issues.

Tracks: Management

Trends and Options for Municipal Wastewater Operations

Ownership and operations of municipal wastewater systems throughout the nation are increasingly challenging due to fiscal, operational and compliance restraints. The Illinois EPA and other industry experts will address the trends and options for municipal wastewater operations.

Tracks: General

Vacant Building Ordinances: Strategies for Confronting the Challenges

Many communities continue to grapple with foreclosures and the myriad problems posed by vacant and abandoned properties. Today there are more than 100 Illinois municipalities with vacant building ordinances (VBOs) - more than twice as many as in 2010. This panel will provide an overview of VBOs and discuss successful implementation and enforcement strategies, highlighting the practices that program administrators identify as key to their success (including non-home rule municipalities).

Tracks: Economic Development

Ways to Save Money in Police Departments

This session will explore proven ways to save money while providing high-quality, professional policing. Learn how to better manage risk in your police department, how management practices and investments in training can reduce complaints, and how formal accreditation can reduce insurance costs. It will also address hiring practices, including thorough background investigations, initial evaluations from Field Training Officers and the mandated need for ongoing training.

Tracks: Finance, Public Safety

What Does Smart Solar Mean For Your Community?

The Illinois Smart Solar Alliance is a group of likeminded organizations and individuals who seek to bring solar power into our neighborhoods responsibly to ensure that the growth of this important resource benefits all of our communities. Hear from a panel of alliance members and solar experts on how we can grow Illinois' clean energy future and ensure the path to a greener tomorrow.

Tracks: Economic Development

What The New FLSA Regulations Mean For Your Budget

The U.S. Department of Labor has made significant changes to the overtime requirements of the Fair Labor Standards Act. This session will discuss the scope of the new regulations and how these changes impact employment costs.

Tracks: Management



VILLAGE OF ROUND LAKE
AGENDA ITEM SUMMARY

TITLE: REFUNDING SSA 1 3 & 4 BONDS

Agenda Item No. COTW

Executive Summary:

With interest rates still at all-time lows, a refunding opportunity exists for the SSA Lakewood Grove SSA Bonds. There is no impact to the Village, however, there would be savings for all property owners in the Lakewood Grove area. Robert Vail, bond advisor from Bernardi Securities, Inc. will be in attendance at the August 1, 2016 COTW meeting for the refunding presentation and to discuss and answer any questions.

Attached is the following information:

- The presentation by Bernardi Securities
- An engagement letter form Bernardi Securities to act as underwriter
- Risk disclosures pursuant to MSRB Rule G-17
- Estimated cost of issuance

Recommended Action:

For Discussion Purposes and Future Action by Staff and the Village Board.

Committee: -	Meeting Date: August 1, 2016																											
Lead Department: Finance Administration	Presenter: Wayde Frerichs, Director of Finance 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: center;">Account(s)</th> <th style="text-align: center;">Budget</th> <th style="text-align: center;">Expenditure</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">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 style="text-align: right;">Total:</td> <td style="text-align: right;">\$0.00</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td colspan="3">Request is over/under budget:</td> </tr> <tr> <td style="text-align: right;">Under</td> <td style="text-align: center;">-</td> <td></td> </tr> <tr> <td style="text-align: right;">Over</td> <td style="text-align: center;">-</td> <td></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	-	
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PRESENTED TO:

VILLAGE OF ROUND LAKE
LAKE COUNTY, ILLINOIS

Village Board

&

Steven J. Shields, Village Administrator

Wayde Frerichs, Director of Finance



Presented by:

Robert P. Vail, Senior VP/ Managing Director

August 1, 2016

BERNARDISECURITIES_{SM}
MUNICIPAL BOND SPECIALISTS

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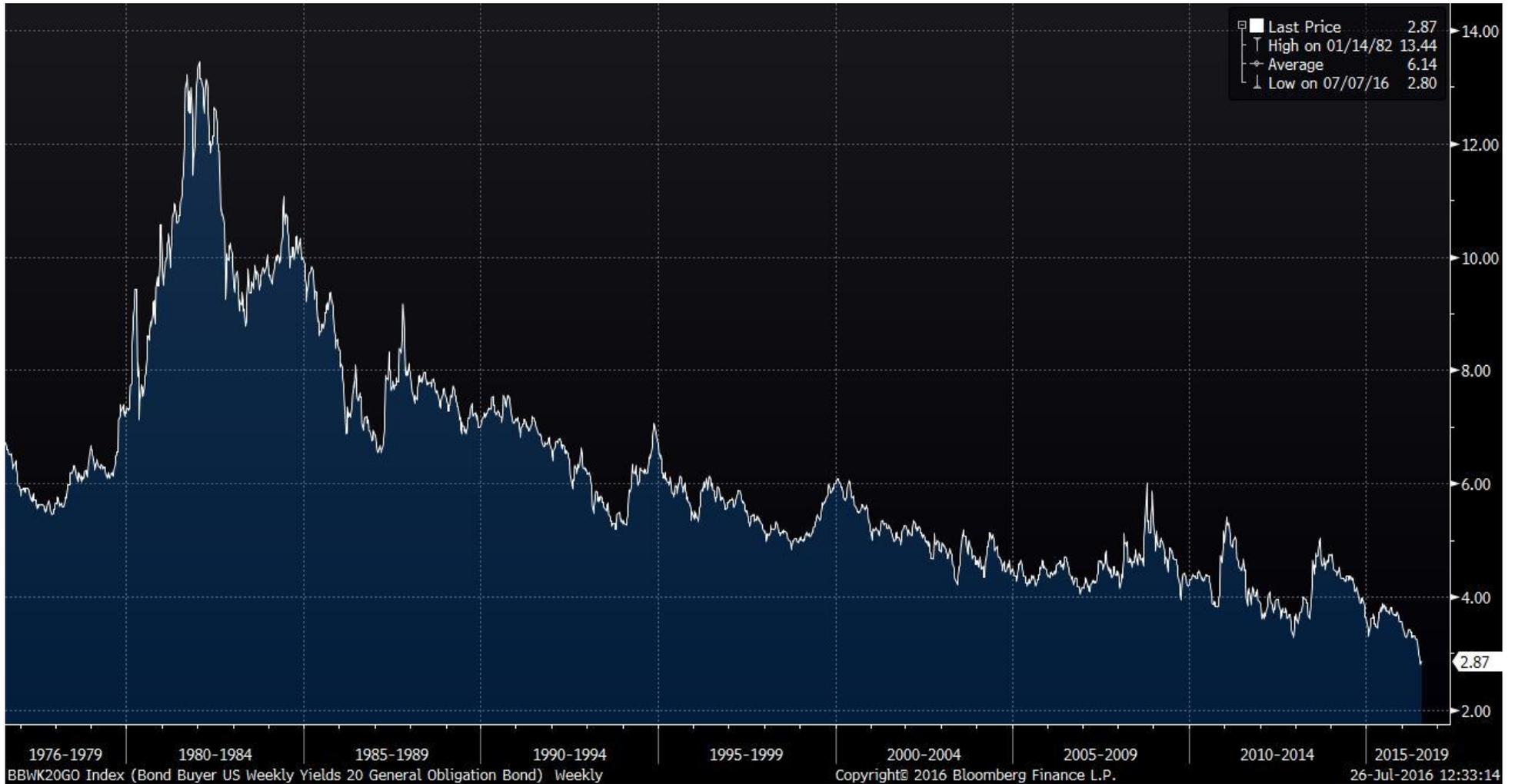
CURRENT MARKET CONDITIONS

- BOND BUYER WEEKLY 20 G.O. INDEX
- 10 YR. HISTORY, JULY 2006 – JULY 2016



CURRENT MARKET CONDITIONS

- BOND BUYER WEEKLY 20 G.O. INDEX
- 40 YR. HISTORY, JULY 1976 – JULY 2016



RESULTS OF RECENT BOND SALES

RESULTS OF RECENT BOND SALES AS SHOWN BELOW:

CARY SPEC SVC AREA #1		StIL	Tax	FED TAX-EXEMPT/ST TAXABLE	Type	NEGT	99 Attachments
Summary		Maturity	Amt(M)	Coupon	Price/Yield	CUSIP	FIGI
Sale Date	05/16/16	1) 03/01/2017	505.0	1.000	1.000	147044AK7	BBG00CXJ1P99
Amount	6,680,000.00	2) 03/01/2018	370.0	1.200	1.200	147044AL5	BBG00CXJ1PC5
Manager	BERNARDI SECURITIES INC	3) 03/01/2019	380.0	1.500	1.500	147044AM3	BBG00CXJ1PD4
Bond Type	SPL TAX	4) 03/01/2020	395.0	1.700	1.700	147044AN1	BBG00CXJ1PF2
Dated Date	06/01/16	5) 03/01/2021	410.0	1.900	1.900	147044AP6	BBG00CXJ1PH0
1st Coupon	09/01/16	6) 03/01/2022	425.0	2.000	2.040	147044AQ4	BBG00CXJ1PJ8
		7) 03/01/2023	445.0	2.150	2.150	147044AR2	BBG00CXJ1PK6
Rating/Enhancement		8) 03/01/2024	460.0	2.350	2.350	147044AS0	BBG00CXJ1PL5
Moody's		9) 03/01/2026	995.0	2.700	2.700	147044AU5	BBG00CXJ1PM4
S&P	APPLIED	10) 03/01/2028	1085.0	2.900	2.900	147044Aw1	BBG00CXJ1PN3
Fitch		11) 03/01/2030	1210.0	3.050	3.050	147044AY7	BBG00CXJ1PP1
Enhancement	BAM						
Schedules							
Prem Call							
Par Call	03/01/25						
Other Info							
1st Settle	06/01/16						
Form/Dep	BOOK-ENTRY,DTC						
Price Status	FINAL						
Notes	MP/MI:5/1 -REF						
Australia 61 2 9777 8600 Brazil 5511 2395 9000 Europe 44 20 7330 7500 Germany 49 69 9204 1210 Hong Kong 852 2977 6000 Japan 81 3 3201 8900 Singapore 65 6212 1000 U.S. 1 212 318 2000 Copyright 2016 Bloomberg Finance L.P. SN 215294 EDT GMT-4:00 6731-684-0 08-Jul-2016 10:51:06							

RESULTS OF RECENT BOND SALES

LAKE CO SSA #13	-REF	StIL	Tax	FED TAX-EXEMPT/ST TAXABLE	Type	NEGT	99 Attachments
Summary		Maturity		Amt(M)	Coupon	Price/Yield	CUSIP
Sale Date	02/08/16	1)	12/15/2016	185.0	1.000	1.000	509292AT5
Amount	2,245,000.00	2)	12/15/2017	165.0	1.500	1.500	509292AU2
Manager	BERNARDI SECURITIES INC	3)	12/15/2018	170.0	2.000	2.000	509292AV0
Bond Type	SPL TAX	4)	12/15/2019	170.0	2.250	2.256	509292AW8
Dated Date	02/23/16	5)	12/15/2020	175.0	2.500	2.500	509292AX6
1st Coupon	06/15/16	6)	12/15/2021	180.0	2.750	2.750	509292AY4
		7)	12/15/2022	185.0	3.000	3.000	509292AZ1
Rating/Enhancement		8)	12/15/2023	190.0	3.200	3.200	509292BA5
Moody's		9)	12/15/2024	195.0	3.400	3.400	509292BB3
S&P		10)	12/15/2025	205.0	3.500	3.500	509292BC1
Fitch		11)	12/15/2026	210.0	3.600	3.600	509292BD9
Enhancement		12)	12/15/2027	215.0	3.750	3.750	509292BE7
Schedules							
Prem Call	NON-CALLABLE						
Par Call							
Other Info							
1st Settle	02/23/16						
Form/Dep	BOOK-ENTRY,DTC						
Price Status	FINAL						
Notes							
Australia 61 2 9777 8600 Brazil 5511 2395 9000 Europe 44 20 7330 7500 Germany 49 69 9204 1210 Hong Kong 852 2977 6000 Japan 81 3 3201 8900 Singapore 65 6212 1000 U.S. 1 212 318 2000 Copyright 2016 Bloomberg Finance L.P. SN 215294 CST GMT-6:00 H145-4043-0 01-Mar-2016 09:28:58							

HYPOTHETICAL INTEREST RATES

HYPOTHETICAL INTEREST RATE SCALE RANGE BASED ON CURRENT MARKET CONDITIONS:

Below is a hypothetical range of interest rate scales based on current municipal market conditions for each corresponding credit rating.

Year	Non-Rated Bonds	"A" Rated Bonds	"AA" Rated Bonds
2017	1.70 - 1.90 %	1.30 - 1.50 %	1.10 - 1.30 %
2018	1.90 - 2.10 %	1.60 - 1.80 %	1.40 - 1.60 %
2019	2.30 - 2.50 %	2.00 - 2.20 %	1.75 - 1.95 %
2020	2.60 - 2.80 %	2.15 - 2.35 %	2.00 - 2.20 %
2021	2.80 - 3.00 %	2.40 - 2.60 %	2.20 - 2.40 %
2022	3.05 - 3.25 %	2.70 - 2.90 %	2.50 - 2.70 %
2023	3.30 - 3.50 %	3.00 - 3.20 %	2.80 - 3.00 %
2024	3.55 - 3.75 %	3.20 - 3.40 %	3.00 - 3.20 %
2025	3.70 - 3.90 %	3.35 - 3.55 %	3.15 - 3.35 %
2026	3.85 - 4.05 %	3.50 - 3.70 %	3.30 - 3.50 %
2027	3.95 - 4.15 %	3.70 - 3.90 %	3.50 - 3.70 %
2028	4.20 - 4.40 %	3.90 - 4.10 %	3.70 - 3.90 %
2029	4.30 - 4.50 %	4.00 - 4.20 %	3.80 - 4.00 %
2030	4.40 - 4.60 %	4.20 - 4.40 %	4.10 - 4.30 %
2031	4.60 - 4.80 %	4.30 - 4.50 %	4.10 - 4.30 %
2032	4.70 - 4.90 %	4.40 - 4.60 %	4.20 - 4.40 %
2033	4.80 - 5.00 %	4.50 - 4.70 %	4.30 - 4.50 %
2034	4.90 - 5.10 %	4.60 - 4.80 %	4.40 - 4.60 %
2035	5.00 - 5.20 %	4.70 - 4.90 %	4.50 - 4.70 %
2036	5.10 - 5.30 %	4.80 - 5.00 %	4.60 - 4.80 %

HYPOTHETICAL REFUNDING SCENARIOS

SSA NUMBER 1

LOW END OF HYPOTHETICAL YIELD RANGE:

Village of Round Lake
Lake County, Illinois
Lakewood Grove SSA No. 1

Special Tax Refunding Bonds, Series 2007

Current Amortization				
Year	Principal (3/1)	Interest (3/1 & 9/1)	Debt Service Reserve Fund	Total Debt Service
2017	\$ 330,000	\$ 311,135	\$ -	\$ 641,135
2018	368,000	594,505	-	962,505
2019	404,000	574,665	-	978,665
2020	442,000	552,885	-	994,885
2021	481,000	529,055	-	1,010,055
2022	522,000	503,120	-	1,025,120
2023	568,000	474,970	-	1,042,970
2024	616,000	444,330	-	1,060,330
2025	667,000	411,090	-	1,078,090
2026	720,000	375,085	-	1,095,085
2027	775,000	336,205	-	1,111,205
2028	837,000	294,340	-	1,131,340
2029	900,000	249,105	-	1,149,105
2030	966,000	200,445	-	1,166,445
2031	1,037,000	148,195	-	1,185,195
2032	1,112,000	92,120	-	1,204,120
2033	680,000	31,960	(602,060)	109,900
	<u>\$ 11,425,000</u>	<u>\$ 6,123,210</u>	<u>\$ (602,060)</u>	<u>\$ 16,946,150</u>

After Hypothetical Refunding(1)						
Year	Principal (3/1)	Interest (3/1 & 9/1)	Existing Debt Service	Debt Service Reserve Fund	Total Debt Service	Estimated Savings
2017	\$ -	\$ -	\$ 641,135	\$ -	\$ 641,135	\$ -
2018	310,000	524,000	-	-	834,000	128,505
2019	440,000	413,000	-	-	853,000	125,665
2020	465,000	404,200	-	-	869,200	125,685
2021	490,000	390,250	-	-	880,250	129,805
2022	520,000	375,550	-	-	895,550	129,570
2023	555,000	359,950	-	-	914,950	128,020
2024	590,000	343,300	-	-	933,300	127,030
2025	630,000	319,700	-	-	949,700	128,390
2026	670,000	294,500	-	-	964,500	130,585
2027	715,000	267,700	-	-	982,700	128,505
2028	765,000	239,100	-	-	1,004,100	127,240
2029	810,000	208,500	-	-	1,018,500	130,605
2030	870,000	168,000	-	-	1,038,000	128,445
2031	935,000	124,500	-	-	1,059,500	125,695
2032	1,000,000	77,750	-	-	1,077,750	126,370
2033	555,000	27,750	-	(538,875)	43,875	66,025
	<u>\$ 10,320,000</u>	<u>\$ 4,537,750</u>	<u>\$ 641,135</u>	<u>\$ (538,875)</u>	<u>\$ 14,960,010</u>	<u>\$ 1,986,140</u>

Net Interest Cost..... 5.34%

Net Interest Cost..... 3.45%

Net Savings + Rounding Amount..... \$ 1,986,901

Present Value Savings..... 14.00%

(1) Based on a hypothetical interest rate.

HYPOTHETICAL REFUNDING SCENARIOS

SSA NUMBER 1

HYPOTHETICAL SAVINGS PER PARCEL:

Village of Round Lake Lakewood Grove SSA No. 1			
Year Ending March 1,	Total Interest Savings	**** Hypothetical Annual Savings for ****	
		Single-Family Property	Townhome Property
2017	\$ -	\$ -	\$ -
2018	128,505	313.45	222.52
2019	125,665	306.52	217.60
2020	125,685	306.57	217.64
2021	129,805	316.62	224.77
2022	129,570	316.05	224.36
2023	128,020	312.27	221.68
2024	127,030	309.85	219.96
2025	128,390	313.17	222.32
2026	130,585	318.52	226.12
2027	128,505	313.45	222.52
2028	127,240	310.36	220.33
2029	130,605	318.57	226.15
2030	128,445	313.30	222.41
2031	125,695	306.60	217.65
2032	126,370	308.24	218.82
2033	66,025	161.05	114.33
Total:	\$ 1,986,140	\$4,844.59	\$3,439.19

HYPOTHETICAL REFUNDING SCENARIOS

SSA NUMBER 1

HIGH END OF HYPOTHETICAL YIELD RANGE:

Village of Round Lake
Lake County, Illinois
Lakewood Grove SSA No. 1

Special Tax Refunding Bonds, Series 2007

<i>Current Amortization</i>				
Year	Principal (3/1)	Interest (3/1 & 9/1)	Debt Service Reserve Fund	Total Debt Service
2017	\$ 330,000	\$ 311,135	\$ -	\$ 641,135
2018	368,000	594,505	-	962,505
2019	404,000	574,665	-	978,665
2020	442,000	552,885	-	994,885
2021	481,000	529,055	-	1,010,055
2022	522,000	503,120	-	1,025,120
2023	568,000	474,970	-	1,042,970
2024	616,000	444,330	-	1,060,330
2025	667,000	411,090	-	1,078,090
2026	720,000	375,085	-	1,095,085
2027	775,000	336,205	-	1,111,205
2028	837,000	294,340	-	1,131,340
2029	900,000	249,105	-	1,149,105
2030	966,000	200,445	-	1,166,445
2031	1,037,000	148,195	-	1,185,195
2032	1,112,000	92,120	-	1,204,120
2033	680,000	31,960	(602,060)	109,900
	<u>\$ 11,425,000</u>	<u>\$ 6,123,210</u>	<u>\$ (602,060)</u>	<u>\$ 16,946,150</u>

<i>After Hypothetical Refunding(1)</i>						
Year	Principal (3/1)	Interest (3/1 & 9/1)	Existing Debt Service	Debt Service Reserve Fund	Total Debt Service	Estimated Savings
2017	\$ -	\$ -	\$ 641,135	\$ -	\$ 641,135	\$ -
2018	305,000	555,688	-	-	860,688	101,818
2019	440,000	438,450	-	-	878,450	100,215
2020	465,000	429,650	-	-	894,650	100,235
2021	490,000	415,700	-	-	905,700	104,355
2022	520,000	401,000	-	-	921,000	104,120
2023	555,000	385,400	-	-	940,400	102,570
2024	590,000	368,750	-	-	958,750	101,580
2025	630,000	345,150	-	-	975,150	102,940
2026	675,000	319,950	-	-	994,950	100,135
2027	715,000	292,950	-	-	1,007,950	103,255
2028	765,000	264,350	-	-	1,029,350	101,990
2029	815,000	233,750	-	-	1,048,750	100,355
2030	870,000	193,000	-	-	1,063,000	103,445
2031	935,000	149,500	-	-	1,084,500	100,695
2032	1,000,000	102,750	-	-	1,102,750	101,370
2033	1,055,000	52,750	-	(1,102,750)	5,000	104,900
	<u>\$ 10,825,000</u>	<u>\$ 4,948,788</u>	<u>\$ 641,135</u>	<u>\$ (1,102,750)</u>	<u>\$ 15,312,173</u>	<u>\$ 1,633,978</u>

Net Interest Cost..... 5.34%

Net Interest Cost..... 3.50%

Net Savings + Rounding Amount..... \$ 1,637,195

Present Value Savings..... 11.43%

(1) Based on a hypothetical interest rate.

HYPOTHETICAL REFUNDING SCENARIOS

SSA NUMBER 1

HYPOTHETICAL SAVINGS PER PARCEL:

Village of Round Lake Lakewood Grove SSA No. 1			
Year Ending March 1,	Total Interest Savings	<i>**** Hypothetical Annual Savings for ****</i>	
		Single-Family Property	Townhome Property
2017	\$ -	\$ -	\$ -
2018	101,818	248.35	176.31
2019	100,215	244.44	173.53
2020	100,235	244.49	173.57
2021	104,355	254.54	180.70
2022	104,120	253.97	180.29
2023	102,570	250.19	177.61
2024	101,580	247.77	175.90
2025	102,940	251.09	178.25
2026	100,135	244.25	173.39
2027	103,255	251.86	178.80
2028	101,990	248.77	176.61
2029	100,355	244.79	173.77
2030	103,445	252.32	179.12
2031	100,695	245.62	174.36
2032	101,370	247.26	175.53
2033	104,900	255.87	181.64
Total:	\$ 1,633,978	\$3,985.60	\$2,829.39

HYPOTHETICAL REFUNDING SCENARIOS

SSA NUMBER 3

LOW END OF HYPOTHETICAL YIELD RANGE:

Village of Round Lake
Lake County, Illinois
Lakewood Grove SSA No. 3

Special Tax Refunding Bonds, Series 2007

Current Amortization				
Year	Principal (3/1)	Interest (3/1 & 9/1)	Debt Service Reserve Fund	Total Debt Service
2017	\$ 110,000	\$ 79,833	\$ -	\$ 189,833
2018	118,000	155,100	-	273,100
2019	128,000	149,554	-	277,554
2020	139,000	143,538	-	282,538
2021	150,000	137,005	-	287,005
2022	161,000	129,955	-	290,955
2023	174,000	122,388	-	296,388
2024	187,000	114,210	-	301,210
2025	200,000	105,421	-	305,421
2026	213,000	96,021	-	309,021
2027	229,000	86,010	-	315,010
2028	245,000	75,247	-	320,247
2029	261,000	63,732	-	324,732
2030	278,000	51,465	-	329,465
2031	295,000	38,399	-	333,399
2032	315,000	24,534	-	339,534
2033	207,000	9,729	(169,767)	46,962
	<u>\$ 3,410,000</u>	<u>\$ 1,582,141</u>	<u>\$ (169,767)</u>	<u>\$ 4,822,374</u>

After Hypothetical Refunding(1)						
Year	Principal (3/1)	Interest (3/1 & 9/1)	Existing Debt Service	Debt Service Reserve Fund	Total Debt Service	Estimated Savings
2017	\$ -	\$ -	\$ 189,833	\$ -	\$ 189,833	\$ -
2018	95,000	157,563	-	-	252,563	20,538
2019	135,000	124,150	-	-	259,150	18,404
2020	140,000	121,450	-	-	261,450	21,088
2021	150,000	117,250	-	-	267,250	19,755
2022	155,000	112,750	-	-	267,750	23,205
2023	165,000	108,100	-	-	273,100	23,288
2024	175,000	103,150	-	-	278,150	23,060
2025	190,000	96,150	-	-	286,150	19,271
2026	200,000	88,550	-	-	288,550	20,471
2027	215,000	80,550	-	-	295,550	19,460
2028	230,000	71,950	-	-	301,950	18,297
2029	240,000	62,750	-	-	302,750	21,982
2030	260,000	50,750	-	-	310,750	18,715
2031	275,000	37,750	-	-	312,750	20,649
2032	295,000	24,000	-	-	319,000	20,534
2033	185,000	9,250	-	(159,500)	34,750	12,212
	<u>\$ 3,105,000</u>	<u>\$ 1,366,113</u>	<u>\$ 189,833</u>	<u>\$ (159,500)</u>	<u>\$ 4,501,445</u>	<u>\$ 320,929</u>

Net Interest Cost..... 4.70%

Net Interest Cost..... 3.45%

Net Savings + Rounding Amount..... \$ 324,056

Present Value Savings..... 7.67%

(1) Based on a hypothetical interest rate.

HYPOTHETICAL REFUNDING SCENARIOS

SSA NUMBER 3

HYPOTHETICAL SAVINGS PER PARCEL:

Village of Round Lake Lakewood Grove SSA No. 3			
Year Ending <u>March 1,</u>	Total Interest <u>Savings</u>	**** Hypothetical Annual Savings for ****	
		Single-Family <u>Property</u>	Townhome <u>Property</u>
2017	\$ -	\$ -	\$ -
2018	20,538	157.71	111.88
2019	18,404	141.32	100.26
2020	21,088	161.93	114.88
2021	19,755	151.70	107.62
2022	23,205	178.19	126.41
2023	23,288	178.83	126.87
2024	23,060	177.08	125.62
2025	19,271	147.98	104.98
2026	20,471	157.20	111.52
2027	19,460	149.43	106.01
2028	18,297	140.50	99.68
2029	21,982	168.80	119.75
2030	18,715	143.71	101.95
2031	20,649	158.56	112.49
2032	20,534	157.68	111.86
2033	12,212	93.77	66.53
Total:	\$ 320,929	\$2,464.38	\$1,748.32

HYPOTHETICAL REFUNDING SCENARIOS

SSA NUMBER 3

HIGH END OF HYPOTHETICAL YIELD RANGE:

Village of Round Lake
Lake County, Illinois
Lakewood Grove SSA No. 3

Special Tax Refunding Bonds, Series 2007

Current Amortization					After Hypothetical Refunding(1)						
Year	Principal (3/1)	Interest (3/1 & 9/1)	Debt Service Reserve Fund	Total Debt Service	Year	Principal (3/1)	Interest (3/1 & 9/1)	Existing Debt Service	Debt Service Reserve Fund	Total Debt Service	Estimated Savings
2017	\$ 110,000	\$ 79,833	\$ -	\$ 189,833	2017	\$ -	\$ -	\$ 189,833	\$ -	\$ 189,833	\$ -
2018	118,000	155,100	-	273,100	2018	95,000	167,188	-	-	262,188	10,913
2019	128,000	149,554	-	277,554	2019	130,000	131,850	-	-	261,850	15,704
2020	139,000	143,538	-	282,538	2020	140,000	129,250	-	-	269,250	13,288
2021	150,000	137,005	-	287,005	2021	150,000	125,050	-	-	275,050	11,955
2022	161,000	129,955	-	290,955	2022	155,000	120,550	-	-	275,550	15,405
2023	174,000	122,388	-	296,388	2023	165,000	115,900	-	-	280,900	15,488
2024	187,000	114,210	-	301,210	2024	175,000	110,950	-	-	285,950	15,260
2025	200,000	105,421	-	305,421	2025	190,000	103,950	-	-	293,950	11,471
2026	213,000	96,021	-	309,021	2026	200,000	96,350	-	-	296,350	12,671
2027	229,000	86,010	-	315,010	2027	215,000	88,350	-	-	303,350	11,660
2028	245,000	75,247	-	320,247	2028	225,000	79,750	-	-	304,750	15,497
2029	261,000	63,732	-	324,732	2029	240,000	70,750	-	-	310,750	13,982
2030	278,000	51,465	-	329,465	2030	260,000	58,750	-	-	318,750	10,715
2031	295,000	38,399	-	333,399	2031	275,000	45,750	-	-	320,750	12,649
2032	315,000	24,534	-	339,534	2032	295,000	32,000	-	-	327,000	12,534
2033	207,000	9,729	(169,767)	46,962	2033	345,000	17,250	-	(327,000)	35,250	11,712
	\$ 3,410,000	\$ 1,582,141	\$ (169,767)	\$ 4,822,374		\$ 3,255,000	\$ 1,493,638	\$ 189,833	\$ (327,000)	\$ 4,611,470	\$ 210,904
Net Interest Cost.....		4.70%			Net Interest Cost.....		3.51%				
										Net Savings + Rounding Amount.....	\$ 215,510
										Present Value Savings.....	5.08%

(1) Based on a hypothetical interest rate.

HYPOTHETICAL REFUNDING SCENARIOS

SSA NUMBER 3

HYPOTHETICAL SAVINGS PER PARCEL:

Village of Round Lake Lakewood Grove SSA No. 3			
Year Ending March 1,	Total Interest Savings	**** Hypothetical Annual Savings for ****	
		Single-Family Property	Townhome Property
2017	\$ -	\$ -	\$ -
2018	10,913	83.80	59.45
2019	15,704	120.59	85.55
2020	13,288	102.04	72.39
2021	11,955	91.80	65.13
2022	15,405	118.29	83.92
2023	15,488	118.93	84.37
2024	15,260	117.18	83.13
2025	11,471	88.08	62.49
2026	12,671	97.30	69.03
2027	11,660	89.54	63.52
2028	15,497	119.00	84.42
2029	13,982	107.37	76.17
2030	10,715	82.28	58.37
2031	12,649	97.13	68.91
2032	12,534	96.25	68.28
2033	11,712	89.94	63.80
Total:	\$ 210,903.5	\$1,619.51	\$1,148.94

HYPOTHETICAL REFUNDING SCENARIOS

SSA NUMBER 4

LOW END OF HYPOTHETICAL YIELD RANGE:

Village of Round Lake
Lake County, Illinois
Lakewood Grove SSA No. 4

Special Tax Refunding Bonds, Series 2007

<i>Current Amortization</i>					
Year	Principal (3/1)	Interest (3/1 & 9/1)	Debt Service Reserve Fund	Total Debt Service	
2017	\$ 156,000	\$ 113,335	\$ -	\$ 269,335	
2018	169,000	220,195	-	389,195	
2019	183,000	212,252	-	395,252	
2020	197,000	203,651	-	400,651	
2021	213,000	194,392	-	407,392	
2022	229,000	184,381	-	413,381	
2023	246,000	173,618	-	419,618	
2024	264,000	162,056	-	426,056	
2025	284,000	149,648	-	433,648	
2026	304,000	136,300	-	440,300	
2027	325,000	122,012	-	447,012	
2028	347,000	106,737	-	453,737	
2029	370,000	90,428	-	460,428	
2030	395,000	73,038	-	468,038	
2031	421,000	54,473	-	475,473	
2032	448,000	34,686	-	482,686	
2033	290,000	13,630	(241,343)	62,287	
	<u>\$ 4,841,000</u>	<u>\$ 2,244,832</u>	<u>\$ (241,343)</u>	<u>\$ 6,844,489</u>	

<i>After Hypothetical Refunding(1)</i>						
Year	Principal (3/1)	Interest (3/1 & 9/1)	Existing Debt Service	Debt Service Reserve Fund	Total Debt Service	Estimated Savings
2017	\$ -	\$ -	\$ 269,335	\$ -	\$ 269,335	\$ -
2018	135,000	222,250	-	-	357,250	31,945
2019	190,000	175,100	-	-	365,100	30,152
2020	200,000	171,300	-	-	371,300	29,351
2021	210,000	165,300	-	-	375,300	32,092
2022	225,000	159,000	-	-	384,000	29,381
2023	235,000	152,250	-	-	387,250	32,368
2024	250,000	145,200	-	-	395,200	30,856
2025	270,000	135,200	-	-	405,200	28,448
2026	285,000	124,400	-	-	409,400	30,900
2027	305,000	113,000	-	-	418,000	29,012
2028	320,000	100,800	-	-	420,800	32,937
2029	340,000	88,000	-	-	428,000	32,428
2030	365,000	71,000	-	-	436,000	32,038
2031	390,000	52,750	-	-	442,750	32,723
2032	420,000	33,250	-	-	453,250	29,436
2033	245,000	12,250	-	(226,625)	30,625	31,662
	<u>\$ 4,385,000</u>	<u>\$ 1,921,050</u>	<u>\$ 269,335</u>	<u>\$ (226,625)</u>	<u>\$ 6,348,760</u>	<u>\$ 495,729</u>

Net Interest Cost..... 4.70%

Net Interest Cost..... 3.45%

Net Savings + Rounding Amount..... \$ 497,446

Present Value Savings..... 8.22%

(1) Based on a hypothetical interest rate.

HYPOTHETICAL REFUNDING SCENARIOS

SSA NUMBER 4

HYPOTHETICAL SAVINGS PER PARCEL:

Village of Round Lake Lakewood Grove SSA No. 4			
Year Ending March 1,	Total Interest Savings	<i>**** Hypothetical Annual Savings for ****</i>	
		Single-Family Property	Townhome Property
2017	\$ -	\$ -	\$ -
2018	31,945	198.43	140.77
2019	30,152	187.30	132.87
2020	29,351	182.32	129.34
2021	32,092	199.35	141.42
2022	29,381	182.51	129.48
2023	32,368	201.06	142.64
2024	30,856	191.67	135.98
2025	28,448	176.71	125.36
2026	30,900	191.94	136.17
2027	29,012	180.22	127.85
2028	32,937	204.60	145.15
2029	32,428	201.43	142.90
2030	32,038	199.01	141.18
2031	32,723	203.27	144.20
2032	29,436	182.85	129.72
2033	31,662	196.68	139.53
Total:	\$ 495,729	\$3,079.35	\$2,184.57

HYPOTHETICAL REFUNDING SCENARIOS

SSA NUMBER 4

HIGH END OF HYPOTHETICAL YIELD RANGE:

Village of Round Lake
Lake County, Illinois
Lakewood Grove SSA No. 4

Special Tax Refunding Bonds, Series 2007

Current Amortization					After Hypothetical Refunding(1)						
Year	Principal (3/1)	Interest (3/1 & 9/1)	Debt Service Reserve Fund	Total Debt Service	Year	Principal (3/1)	Interest (3/1 & 9/1)	Existing Debt Service	Debt Service Reserve Fund	Total Debt Service	Estimated Savings
2017	\$ 156,000	\$ 113,335	\$ -	\$ 269,335	2017	\$ -	\$ -	\$ 269,335	\$ -	\$ 269,335	\$ -
2018	169,000	220,195	-	389,195	2018	135,000	235,625	-	-	370,625	18,570
2019	183,000	212,252	-	395,252	2019	190,000	185,800	-	-	375,800	19,452
2020	197,000	203,651	-	400,651	2020	200,000	182,000	-	-	382,000	18,651
2021	213,000	194,392	-	407,392	2021	210,000	176,000	-	-	386,000	21,392
2022	229,000	184,381	-	413,381	2022	220,000	169,700	-	-	389,700	23,681
2023	246,000	173,618	-	419,618	2023	235,000	163,100	-	-	398,100	21,518
2024	264,000	162,056	-	426,056	2024	250,000	156,050	-	-	406,050	20,006
2025	284,000	149,648	-	433,648	2025	265,000	146,050	-	-	411,050	22,598
2026	304,000	136,300	-	440,300	2026	285,000	135,450	-	-	420,450	19,850
2027	325,000	122,012	-	447,012	2027	300,000	124,050	-	-	424,050	22,962
2028	347,000	106,737	-	453,737	2028	320,000	112,050	-	-	432,050	21,687
2029	370,000	90,428	-	460,428	2029	340,000	99,250	-	-	439,250	21,178
2030	395,000	73,038	-	468,038	2030	365,000	82,250	-	-	447,250	20,788
2031	421,000	54,473	-	475,473	2031	390,000	64,000	-	-	454,000	21,473
2032	448,000	34,686	-	482,686	2032	415,000	44,500	-	-	459,500	23,186
2033	290,000	13,630	(241,343)	62,287	2033	475,000	23,750	-	(459,500)	39,250	23,037
	\$ 4,841,000	\$ 2,244,832	\$ (241,343)	\$ 6,844,489		\$ 4,595,000	\$ 2,099,625	\$ 269,335	\$ (459,500)	\$ 6,504,460	\$ 340,029
Net Interest Cost.....		4.70%			Net Interest Cost.....		3.50%				
										Net Savings + Rounding Amount.....	\$ 345,029
										Present Value Savings.....	5.66%

(1) Based on a hypothetical interest rate.

HYPOTHETICAL REFUNDING SCENARIOS

SSA NUMBER 4

HYPOTHETICAL SAVINGS PER PARCEL:

Village of Round Lake Lakewood Grove SSA No. 4			
Year Ending <u>March 1,</u>	Total Interest <u>Savings</u>	**** Hypothetical Annual Savings for ****	
		<u>Single-Family Property</u>	<u>Townhome Property</u>
2017	\$ -	\$ -	\$ -
2018	18,570	115.35	81.83
2019	19,452	120.83	85.72
2020	18,651	115.86	82.19
2021	21,392	132.88	94.27
2022	23,681	147.10	104.36
2023	21,518	133.66	94.82
2024	20,006	124.27	88.16
2025	22,598	140.37	99.58
2026	19,850	123.30	87.47
2027	22,962	142.63	101.19
2028	21,687	134.71	95.57
2029	21,178	131.55	93.33
2030	20,788	129.13	91.61
2031	21,473	133.39	94.63
2032	23,186	144.03	102.18
2033	23,037	143.10	101.52
Total:	\$ 340,029	\$2,112.18	\$1,498.43

ESTIMATED COSTS OF ISSUANCE

Special Tax Refunding Bonds

Round Lake SSA No. 1, 3 & 4
Estimated Costs of Issuance

	\$10,795,000 SSA No. 1	\$3,235,000 SSA No. 3	\$4,575,000 SSA No. 4	
<u>Estimated Cost:</u>	<u>Amount</u>	<u>Amount</u>	<u>Amount</u>	<u>Total:</u>
Bond Counsel	35,000	17,500	17,500	70,000
Disclosure Counsel	25,000	10,000	10,000	45,000
Underwriter's Counsel	5,000	5,000	5,000	15,000
Trustee Fee (Origination and 1st Year)	9,500	9,500	9,500	28,500
Rating Agency	8,000	5,000	5,000	18,000
Special Tax Administrator	12,000	6,000	6,000	24,000
CUSIP and DTC Fees	1,350	1,350	1,350	4,050
Total:	95,850	54,350	54,350	204,550
Prior 2007 Refunding Costs:	299,713	76,418	129,158	505,290
<u>Estimated Bond Insurance Cost:</u>				
BAM Insurance or AGM (150 of total D/S):	235,921	70,736	100,021	406,678
Prior 2007 Refunding Insurance Costs:	294,986	109,050	129,191	533,227
<u>Underwriting Fee:</u>				
Underwriting Fee Estimate (1.15%)	124,143	37,203	52,613	213,958
Prior 2007 Refunding UW Fees:	130,929	41,060	58,212	230,201
Total Estimated Costs of Issuance (2016)	455,914	162,289	206,984	825,186
Prior Estimated Costs of Issuance (2007)	725,628	226,528	316,561	1,268,718
Total Cost of Issuance Savings:	269,714	64,240	109,578	443,532

HYPOTHETICAL BOND ISSUANCE TIMELINE

Preliminary Financing Timeline Village of Round Lake SSA No. 1, 3 & 4 Lake County, Illinois

1	Monday, August 01, 2016	COMMITTEE OF THE WHOLE MEETING: Committee reviews Underwriter's presentation.
2	Monday, August 15, 2016	BOARD MEETING: Authorization of underwriting engagement letter is approved.
3	Tuesday, August 16, 2016	Preparation of preliminary bond offering documents (POS's) and legal documents begin.
4	Monday, September 12, 2016	First draft of the POS's and Parameters Bond Ordinances are released for comment.
5	Monday, September 26, 2016	Comments to the POS's and draft Parameters Bond Ordinances are submitted.
6	Friday, September 30, 2016	Updated drafts of the POS's are recirculated to the working group. Bond documents are sent to the Bond Insurer's for insurance bids.
7	Thursday, October 13, 2016	Bond Insurance Bids are received and cost/benefit analysis is completed on the insurance.
8	Monday, October 17, 2016	BOARD MEETING: Updated savings analysis is presented to the Board. The Village passes Parameters Bond Ordinances to set not to exceed parameters for the refinancing SSA Bonds.
9	Thursday, October 20, 2016	The Village, BSI and Disclosure Counsel conduct Due Diligence conference call.
10	Friday, October 28, 2016	POS's are finalized and distributed.
11	Wk 10/31/2016	BSI begins pre-marketing the SSA refunding bonds to investors.
12	Wk 11/7/2016	Formal pricing of the SSA refunding bonds.
13	Thursday, November 10, 2016	Final Pricing. Bond Purchase Agreement is signed and interest rates are locked in.
14	Friday, December 02, 2016	Closing of the SSA refunding Bonds.

REGULATORY COMPLIANCE AND REQUIRED DISCLOSURES

There are no criminal investigations or pertinent litigation pending against our firm. There have not been any orders, judgments or decrees of any federal or state authority barring, suspending or otherwise limiting the right of the firm, its management, any subsidiary engaging as a counterparty in derivative agreements, or any principal in the firm's municipal bond or public finance operations to engage in any business activity. We are in complete compliance with MSRB rule G-37 concerning political contributions. There are no prohibitions on municipal securities business imposed on our firm.

MSRB RULE G-23 DISCLOSURE, G-17 DISCLOSURE and SEC MUNICIPAL ADVISOR RULE

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.

Until the passage of the Dodd-Frank Act, the activities of municipal advisors (commonly referred to as "financial advisors") were largely unregulated, and municipal advisors were generally not required to register with the Securities Exchange Commission (SEC) or any other federal, state, or self-regulatory entity with respect to their municipal advisory activities.

The Dodd-Frank Act amended the Exchange Act to require municipal advisors to register with the Commission. In addition, the Exchange Act, as amended by the Dodd-Frank Act, grants the MSRB regulatory authority over municipal advisors when advising municipal entities.

The SEC Municipal Advisor Rule, the 2011 amendments to Rule G-23, and the 2012 amendments to Rule G-17, of the Municipal Securities Rulemaking Board (MSRB) require Bernardi Securities, Inc. to define its role at the earliest stages of our relationship with the potential issuer.

Bernardi Securities, Inc. is seeking to serve only 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. As an underwriter, our purchase of securities will be with a view to distribute these securities 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.

REGULATORY COMPLIANCE AND REQUIRED DISCLOSURES

MSRB Rule G-17 requires us to deal fairly at all times with both municipal issuers and investors. Our duty to purchase securities from an issuer at fair and reasonable prices must be balanced with the duty to sell securities to investors at fair and reasonable prices.

Section 975 of the Dodd-Frank Act created a new class of regulated persons, “municipal advisors,” and requires these advisors to register with the SEC. This new registration requirement, which became effective October 1, 2010, makes it unlawful for any municipal advisor to provide certain advice to or on behalf of, or to solicit, municipal entities or certain other persons without registering with the SEC. The new registration requirements and regulatory standards are intended to mitigate some of the problems observed with the conduct of some municipal advisors, including “pay to play” practices, undisclosed conflicts of interest, advice rendered by financial advisors without adequate training or qualifications, and failure to place the duty of loyalty to their clients ahead of their own interests.

Nothing in this document should be construed as advice, a suggestion to take action or a recommendation.

It is important for you to understand that under the new regulatory standards effective July 1, 2014 Bernardi Securities, Inc., once engaged as underwriter, is allowed to provide advice on these specific areas operating under the underwriter’s exemption section of the rule:

- Advice regarding the structure, timing, terms, and other similar matters concerning a particular issuance of municipal securities (except as otherwise provided herein with respect to advice on investment strategies, municipal derivatives, or other activities identified by the Commission as outside the scope of an underwriting)
- Preparation of rating strategies and presentations related to the issuance being underwritten
- Preparations for and assistance with investor “road shows” and investor discussions related to the issuance being underwritten
- Advice regarding retail order periods and institutional marketing if the municipal entity has determined to engage in a negotiated sale
- Assistance in the preparation of the preliminary and final official statements for the municipal securities
- Assistance with the closing of the issuance of municipal securities, including negotiation and discussion with respect to all documents, certificates, and opinions needed for such closing
- Coordination with respect to obtaining CUSIP numbers and the registration of the issue of municipal securities with the book-entry only system of the Depository Trust Company
- Preparation of post-sale reports for such municipal securities
- Structuring of refunding escrow cash flow requirements necessary to provide for the refunding and defeasance of an issue of municipal securities. Subject to independent escrow verification.

REGULATORY COMPLIANCE AND REQUIRED DISCLOSURES

It is important for you to understand that under rules effective July 1, 2014 all broker-dealers without exception are prohibited from providing issuers with: advice on investment strategies; advice on municipal derivatives (including derivative valuation services); advice on what method of sale (competitive sale or negotiated sale) a municipal entity should use for an issuance of municipal securities; advice on whether a governing body of a municipal entity or obligated person should approve or authorize an issuance of municipal securities; advice on a bond election campaign; advice that is not specific to a particular issuance of municipal securities on which a person is serving as underwriter and that involves analysis or strategic services with respect to overall financing options, debt capacity constraints, debt portfolio impacts, analysis of effects of debt or expenditures under various economic assumptions, or other impacts of funding or financing capital projects or working capital; assisting issuers with competitive sales, including bid verification, true interest cost (TIC) calculations and reconciliations, verifications of bidding platform calculations, and preparation of notices of sale; preparation of financial feasibility analyses with respect to new projects; budget planning and analyses and budget implementation issues with respect to debt issuance and collateral budgetary impacts; advice on an overall rating strategy that is not related to a particular issuance of municipal securities on which a person is serving as an underwriter, including advice and actions taken on behalf of a municipal entity or obligated person between financing transactions; advice on overall financial controls that are not related to a particular issuance of municipal securities on which a person is serving as an underwriter; or advice regarding the terms of requests for proposals or requests for qualification for the selection of underwriters or other professionals for a project financing and advice regarding review of responses to such requests, including matters regarding compensation of such underwriters or other professionals.

Bernardi Securities, Inc. seeks to serve as an underwriter on a future transaction and not as a financial advisor or municipal advisor. The information provided is for discussion purposes only in anticipation of being engaged to serve as underwriter. Bernardi Securities, Inc.'s primary role as an underwriter is to purchase securities with a view to distribution in an arm's-length commercial transaction, in which we: (i) are acting solely for our own financial and other interests that may differ from yours; (ii) are not acting as your municipal advisor or financial advisor, and have no fiduciary duty to you with respect to this transaction; and (iii) are not recommending that you take an action with respect to this transaction. Before acting on this information, it should be discussed with the financial and/or municipal, legal, accounting, tax and other advisors you deem appropriate. If you would like a municipal advisor in this transaction that has legal fiduciary duties to you, you are free to engage a municipal advisor to serve in that capacity.

If the Issuer engages Bernardi Securities, Inc., the designation of Bernardi Securities, Inc. as underwriter applies solely to this issue.

REGULATORY COMPLIANCE AND REQUIRED DISCLOSURES

Until Bernardi is engaged on a particular transaction, the discussions between the Issuer and Bernardi are based solely on general market issues, topics, and other publicly available information and are not to be construed as a recommendation or advice. Bernardi Securities, Inc. is not recommending an action to the municipal entity or obligated person. Bernardi Securities, Inc. is not acting as an advisor to the municipal entity or obligated person and does not owe a fiduciary duty pursuant to Section 15B of the Exchange Act to the municipal entity or obligated person with respect to the information and material contained in this communication. Bernardi Securities, Inc. is acting for its own interests. The municipal entity or obligated person should discuss any information and material contained in this communication with any and all internal or external advisors and experts that the municipal entity or obligated person deems appropriate before acting on this information or material.

The SEC believes that a person could rely on the general information exclusion from advice under the Final Rules when providing a municipal entity or obligated person with information that does not involve a recommendation, such as factual information that does not contain subjective assumptions, opinions, or views. Examples of this type of general information include: (a) information regarding a person's professional qualifications and prior experience (e.g., lists, descriptions, terms, or other information regarding prior experience on completed transactions involving municipal financial products or issuances of municipal securities); (b) general market and financial information (e.g., market statistics regarding issuance activity for municipal securities or current market interest rates or index rates for different types of bonds or categories of credits); (c) information regarding a financial institution's currently-available investments (e.g., the terms, maturities, and interest rates at which the financial institution offers these investments) or price quotes for investments available for purchase or sale in the market that meet criteria specified by a municipal entity or obligated person; (d) factual information describing various types of debt financing structures (e.g., fixed rate debt, variable rate debt, general obligation debt, debt secured by various types of revenues, or insured debt), including a comparison of the general characteristics, risks, advantages, and disadvantages of these debt financing structures; and (e) factual and educational information regarding various government financing programs and incentives (e.g., programs that promote energy conservation and the use of renewable energy).

CONTACT INFORMATION

Contact:

Robert P. Vail, Senior VP/ Managing Director
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Fax: 312-574-1934
Email: rvail@bernardisecurities.com

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Peru, Illinois 61354

Visit us at:

WWW.BERNARDISECURITIES.COM

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.

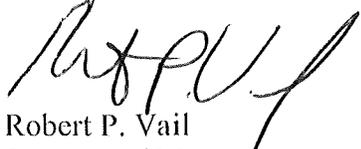
The designation of Bernardi Securities, Inc. as underwriter applies solely to this issue. We encourage you to consult with your own legal, accounting, tax, financial and other advisors, as applicable, to the extent you deem appropriate.

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

BERNARDISECURITIES

MUNICIPAL BOND SPECIALISTS

As of July 20, 2016

Special Tax Refunding Bonds				
Round Lake SSA No. 1, 3 & 4				
Estimated Costs of Issuance				
	\$10,795,000	\$3,235,000	\$4,575,000	
	SSA No. 1	SSA No. 3	SSA No. 4	
Estimated Cost:	Amount	Amount	Amount	Total:
Bond Counsel	35,000	17,500	17,500	70,000
Disclosure Counsel	25,000	10,000	10,000	45,000
Underwriter's Counsel	5,000	5,000	5,000	15,000
Trustee Fee (Origination and 1st Year)	9,500	9,500	9,500	28,500
Rating Agency	8,000	5,000	5,000	18,000
Special Tax Administrator	12,000	6,000	6,000	24,000
CUSIP and DTC Fees	1,350	1,350	1,350	4,050
Total:	95,850	54,350	54,350	204,550
Prior 2007 Refunding Costs:	299,713	76,418	129,158	505,290
Estimated Bond Insurance Cost:				
BAM Insurance or AGM (150 of total D/S):	235,921	70,736	100,021	406,678
Prior 2007 Refunding Insurance Costs:	294,986	109,050	129,191	533,227
Underwriting Fee:				
Underwriting Fee Estimate (1.15%)	124,143	37,203	52,613	213,958
Prior 2007 Refunding UW Fees:	130,929	41,060	58,212	230,201
Total Estimated Costs of Issuance (2016)	455,914	162,289	206,984	825,186
Prior Estimated Costs of Issuance (2007)	725,628	226,528	316,561	1,268,718
Total Cost of Issuance Savings:	269,714	64,240	109,578	443,532



VILLAGE OF ROUND LAKE
AGENDA ITEM SUMMARY

TITLE: CAMBRIDGE LIFT STATION AND FORCE MAIN REPLACEMENT

Agenda Item No. COTW

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.

The project is currently out to bid and the bid results will be brought to the next Village Board meeting. The Engineer’s Estimate of Probable Cost is \$400,000 and the budgeted amount is \$425,000. Some additional costs will be incurred for the SCADA connections which will be completed after the lift station is installed.

Plans and specifications are available at Public Works for review.

Recommended Action

Move the Cambridge Lift Station and Force Main Replacement to the next Regular Agenda for approval to award the contract pending the bid outcome.

Committee: PW/F&CA and Engineering		Meeting Date(s): 08/01/16	
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	\$2,518,581.00	
	Item Requested	\$425,000.00	-
	YTD Actual		\$5,600.00
	Amount Encumbered		\$0.00
	50-60-81-88101	\$2,943,581.00	\$5,600.00
	Request is over/under budget:		
	Under		\$2,937,981.00
	Over	-	



VILLAGE OF ROUND LAKE

AGENDA ITEM SUMMARY

TITLE: CAMBRIDGE LIFT STATION AND FORCE MAIN REPLACEMENT CONSTRUCTION SERVICES

Agenda Item No. COTW

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

Approve a work order from Baxter & Woodman, Inc. to provide construction services for the Cambridge Lift Station and Force Main Replacement project.

Committee: PW/F&CA and Engineering	Meeting Date(s): 08/01/16																															
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="text-align: center;">Account(s)</th> <th style="text-align: center;">Budget</th> <th style="text-align: center;">Expenditure</th> </tr> </thead> <tbody> <tr> <td>Other Items</td> <td style="text-align: right;">\$2,903,581.00</td> <td></td> </tr> <tr> <td>Item Requested</td> <td style="text-align: right;">\$40,000.00</td> <td style="text-align: right;">\$38,400.00</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;">\$44,000.00</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;">\$2,899,581.00</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	\$2,903,581.00		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	-		
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Over	-																															

**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. COTW

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

Approve a contract with Steiner Power Systems to conduct preventative maintenance on Village owned generators for FY 2017-2019.

Committee: PW/F&CA and Engineering		Meeting Date(s): 08/01/16	
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	-	

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/> <hr/> <p>PH: 847-366-8004 Fax: Attn : MARK X</p> <hr/> <p>Accepted by Name: Title:</p> <hr/>	<p>X</p> <hr/> <p>TOM ZAPP Title: Service Account Manager</p> <hr/> <p>Date: 5/23/16 Quote # TZ160523-14A</p> <hr/> <p>X</p> <hr/> <p>Approved by Steiner Power Systems® Name: 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 or 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. C.O.T.W.

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 in 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:

Staff recommends continued participation and payment of the invoice.

Committee: Police		Meeting Date: August 1, 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 Village of Round Lake Police Department's Participation in the Police Law Institute Training Program and Payment of the Police Law Institute Invoice

WHEREAS, the Police Law Institute is a training provider used by the Village of Round Lake Police Department; and

WHEREAS, the Round Lake Police Department has participated in Police Law Institute Training for many years, during which time the Round Lake Police Department has benefited from the training provided through the Police Law Institute; and

WHEREAS, the Village President and Board of Trustees find that participation in the Police Law Institute training program is fiscally prudent and in the interest of public health, safety and welfare; and

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

1. Participation in the Police Law Institute Training Program is hereby authorized.
2. The Invoice # 13122 for \$3,456.00 attached hereto as Exhibit A is hereby approved.
3. The Mayor, the Chief of Police, or his designee, is authorized to perform such other actions required to carry out the Village's participation in the Police Law Institute training program and to otherwise implement this resolution.

APPROVED:

Daniel A. MacGillis, Village President

ATTEST:

Patricia C. Blauvelt, Village Clerk

PASSED:

APPROVED:

AYES:

NAYS:

ABSENT:



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. COTW

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																														
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: center;">Account(s)</th> <th style="text-align: center;">Budget</th> <th style="text-align: center;">Expenditure</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">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: right;">\$0.00</td> <td style="text-align: right;">\$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

AUTHORIZED AGENT RESPONSIBILITIES 47

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Sample Forms

Exhibits

- 2A 2.20 Notice of Appointment of Authorized Agent
- 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.



VILLAGE OF ROUND LAKE

AGENDA ITEM SUMMARY

TITLE: CURRENT TECHNOLOGIES CONTRACT

Agenda Item No. COTW

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

Committee: -		Meeting Date: August 1, 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. COTW

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																														
Lead Department: Administration	Presenter: Steven J. Shields, Village Administrator																														
<p>Item Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <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>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Account(s)</th> <th style="text-align: center;">Budget</th> <th style="text-align: center;">Expenditure</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">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: right;">\$0.00</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td colspan="3">Request is over/under budget:</td> </tr> <tr> <td style="text-align: right;">Under</td> <td>-</td> <td></td> </tr> <tr> <td style="text-align: right;">Over</td> <td>-</td> <td></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																													
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Request is over/under budget:																															
Under	-																														
Over	-																														

**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.