

AGENDA
PUBLIC WORKS & UTILITIES COMMITTEE
Village of Hoffman Estates
January 22, 2018

Immediately following Finance Committee

Members:	Anna Newell, Chairperson	Gary G. Stanton, Trustee
	Michael Gaeta, Vice Chairperson	Karen J. Arnet, Trustee
	Gary Pilafas, Trustee	William McLeod, Mayor
	Karen V. Mills, Trustee	

- I. Roll Call**
- II. Approval of Minutes - December 11, 2017**

NEW BUSINESS

- 1. Consider Ordinance approving an Extended, Amended and Restated Water Supply Agreement between the Northwest Suburban Joint Action Water Agency (JAWA) and the Village of Hoffman Estates.
- 2. Request approval of an ordinance prohibiting the use of ground water as a potable water supply by the installation or use of potable water supply wells or by any other method at 615 W. Higgins Road, 535 W. Higgins Road and portions of Golf Road and Higgins Road (IDOT).
- 3. Request approval of Change Order #1 to the contract with Bolder Contractors of Cary, IL for the West Berkley Lane Storm Sewer Replacement Project in an amount of \$57,225 for a total not to exceed \$564,185.00.
- 4. Request authorization to extend 2016 contract for 2018 Brivo Hosting Fees for Village facilities to Sound Incorporated, Naperville, IL (low bid), at a cost not to exceed \$21,937.32.
- 5. Request authorization to waive bidding and purchase Neptune meters from Water Resources, Inc., Elgin, IL (sole supplier), at 2018 unit prices, in an amount not to exceed \$215,000.00.
- 6. Request acceptance of the Department of Public Works Monthly Report.
- 7. Request acceptance of the Department of Development Services Monthly Engineering Report of the Transportation and Engineering Division.

- III. President's Report**
- IV. Other**
- V. Items in Review**
- VI. Adjournment**

The Village of Hoffman Estates complies with the Americans with Disabilities Act (ADA). For accessibility assistance call the ADA Coordinator at 847/882-9100.

**PUBLIC WORKS & UTILITIES COMMITTEE
MEETING MINUTES**

December 11, 2017

I. Roll call

Members in Attendance:

Trustee Anna Newell, Chairperson
Trustee Michael Gaeta, Vice Chairperson
Trustee Gary Pilafas
Trustee Karen Mills
Trustee Gary Stanton
Trustee Karen Arnet
Mayor William McLeod

**Management Team Members
in Attendance:**

Jim Norris, Village Manager
Art Janura, Corporation Counsel
Dan O'Malley, Deputy Village Manager
Mark Koplin, Asst. Vlg. Mgr. – Dev. Services
Peter Gugliotta, Director of Planning
Kevin Kramer, Econ. Dev. Coordinator
Mike Hankey, Director of Transportation
Alan Wenderski, Director of Engineering
Patrick Seger, Director of HRM
Patrick Fortunato, Acting Fire Chief
Ted Bos, Police Chief
Patti Cross, Asst. Corporation Counsel
Audra Marks, Asst. Director of HHS
Rachel Musiala, Director of Finance
Fred Besenhoffer, Director of IS
Joseph Nebel, Director of Public Works
Ryan Johnson, Management Analyst
Suzanne Ostrovsky, Asst. Village Mgr.
Bruce Anderson, CATV Coordinator

The Public Works & Utilities Committee meeting was called to order at 7:58 p.m.

II. Approval of Minutes

Motion by Trustee Gaeta, seconded by Mayor McLeod, to approve the minutes of the Public Works & Utilities Committee meeting of November 27, 2017. Voice vote taken. All ayes (Abstain: Mills). Motion carried.

NEW BUSINESS

1. Request authorization to extend 2017 contract for 2018 contracted parkway tree trimming program to Winkler's Tree and Landscaping Inc., LaGrange, IL (low bid) in an amount not to exceed \$50,000.

An item summary sheet by Joseph Nebel and Nick Lackowski was presented to Committee.

Motion by Trustee Gaeta, seconded by Mayor McLeod, to extend 2017 contract for 2018 contracted parkway tree trimming program to Winkler's Tree and Landscaping Inc., LaGrange, IL (low bid) in an amount not to exceed \$50,000. Voice vote taken. All ayes. Motion carried.

- 2. Request authorization to waive bidding and purchase a portable message board through Tapco Inc., Brown Deer, WI, using the U.S. Communities contract discount, in an amount not to exceed \$17,644.35.**

An item summary sheet by Joseph Nebel was presented to committee.

Motion by Trustee Gaeta, seconded by Trustee Arnet, to waive bidding and purchase a portable message board through Tapco Inc., Brown Deer, WI, using the U.S. Communities contract discount in an amount not to exceed \$17,644.35. Voice vote taken. All ayes. Motion carried.

- 3. Request acceptance of the Department of Public Works Monthly Report.**

The Department of Public Works Monthly Report was presented to committee.

Motion by Trustee Stanton, seconded by Trustee Arnet, to accept the Department of Public Works Monthly Report. Voice vote taken. All ayes. Motion carried.

- 4. Request acceptance of the Department of Development Services Monthly Engineering Report of the Transportation and Engineering Division.**

The Department of Development Services Monthly Engineering Report of the Transportation and Engineering Division was presented to committee.

Motion by Trustee Gaeta, seconded by Trustee Mills, to accept the Department of Development Services Monthly Engineering Report of the Transportation and Engineering Division. Voice vote taken. All ayes. Motion carried.

- III. President's Report**
- IV. Other**
- V. Items in Review**
- VI. Adjournment**

Motion by Trustee Gaeta, seconded by Trustee Arnet, to adjourn the meeting at 8:02 p.m. Voice vote taken. All ayes. Motion carried.

Minutes submitted by:

Debbie Schoop, Executive Assistant

Date

COMMITTEE AGENDA ITEM

VILLAGE OF HOFFMAN ESTATES

SUBJECT: Consider Ordinance approving an Extended, Amended and Restated Water Supply Agreement between the Northwest Suburban Joint Action Water Agency (JAWA) and the Village of Hoffman Estates.

MEETING DATE: January 22, 2018

COMMITTEE: Public Works and Utilities

FROM: James H. Norris, Village Manager

PURPOSE: To consider an ordinance approving an Extended, Amended and Restated Water Supply Agreement between the Northwest Suburban Joint Action Water Agency (JAWA) and the Village of Hoffman Estates, continuing the Village of Hoffman Estates membership in the Intergovernmental organization.

BACKGROUND: The current Water Supply Agreements between the individual Member communities and the Agency are set to expire in 2022. The Agency recently negotiated a highly favorable new source agreement with the City of Chicago ("Source Agreement") which has an initial term through 2032. Among other benefits, the new Source Agreement eliminated minimum purchasing requirements for the Agency and stabilized any future price increases (at least through the end of the initial term). However, the Source Agreement does require the Agency to procure all of the water from Chicago through 2032. The approval of the Source Agreement therefore requires an extension of the current agreements with the Members.

Rather than just extend the agreements as written, however, the Executive Director, the Executive Committee (of which I am Chair) and the Board of Directors recognized the opportunity to create more favorable terms for the Members by removing terms that are no longer relevant (e.g., the minimum purchasing requirements that were passed on to the individual Members), by amending the agreements to recognize the maturity of the Agency (e.g., removing terms about the initial construction and financing of the system); and by adding provisions that maximized the number of choices that could be available to the Agency and Members in 2032 (e.g., another 40 year commitment by and between the Members). The attached document recommended by the Agency's Executive Committee and by the Agency's Board of Directors incorporates these changes.

However, the Village Board should note that in 2013 the Agency issued bonds and the bond disclosure documents used to procure those bonds repeated word-for-word the terms of the original Water Supply Agreement--thereby requiring that the Agency preserve those terms concerning minimum purchase requirements until the 2013 bonds are retired. Thus, in the document, you will still see numerous terms required by the bond sale that will end (sunset) with

the retirement of the 2013 Bonds. The Agency does not anticipate having to apply these terms going forward, but we cannot simply eliminate them without undertaking an expensive amendment process with the Bond Trustee.

DISCUSSION: The following items are highlights of the changes in the extended, amended and restated agreement:

EXTENSION: The Agreement proposes a 40 year term (2058) so that a reliable baseline of needs and member commitment is established for analysis of the various production (source of water) options that will be forthcoming in 2032.

MINIMUM PURCHASE REQUIREMENTS: Although retained through the expiration of the 2013 Bonds, these requirements will sunset with the 2013 Bonds and will be applied going forward only where necessary to avoid a default on the Bonds, resulting in anticipated savings to the Members.

EQUAL SHARE COSTS: This proposed amendment arose out of discussions at the Executive Committee concerning the philosophy of cost sharing among the Members. The concept is that some costs incurred by the Agency (e.g., the salary of certain senior staff) should be shared equally as they are not related to the volume purchased by each Member, whereas other costs (water, power) are related to the volume of water purchased by each Member. The types of costs to be shared equally may change over time and so this agreement sets forth a living process in which the determination of those costs that are to be shared equally are made a part of the annual budget process. In this way, the Members retain control over the entire process of apportioning the costs of the Agency.

COST FORMULA: The distance share cost component is now eliminated and the cost apportioning formulas are refined with the Equal Share Costs included and other components (e.g., minimum purchase requirements) set aside as contingent for use in the event of default only.

MUNICIPALITY REQUIREMENT: We have refined the definitions concerning the obligation of the Municipality to purchase its potable water requirements from the Agency and the definitions concerning permitted exceptions thereto. We have also refined the definitions concerning points of measurement to bring consistency to all the Members. Language concerning possible minimum purchases is kept solely to satisfy the terms of the 2013 Bond Disclosure and terminate with the retirement of those Bonds.

SECURITY: At the suggestion of Hoffman Estates Corporation Counsel the language assignment language was refined.

MUNICIPAL PROPERTY TRANSFERRED TO THE AGENCY: We have added some additional protection for the Members should the Agency require larger portions of Municipal Property for future expansions or production requirements.

RECOMMENDATION: Approval of the ordinance is recommended.

VILLAGE OF HOFFMAN ESTATES

AN ORDINANCE APPROVING THE
EXTENDED, AMENDED AND RESTATED WATER SUPPLY AGREEMENT
WITH THE NORTHWEST SUBURBAN MUNICIPAL
JOINT ACTION WATER AGENCY

WHEREAS, the Village of Hoffman Estates, Cook and Kane Counties, Illinois (the "Village") is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended, with home rule powers; and

WHEREAS, in 1981, the Village President and Board of Trustees of the Village of Hoffman Estates (the "Corporate Authorities") determined that the Village was in need of additional supplies of water for its municipal water system users and that it was necessary that the Village obtain a source of Lake Michigan water to meet the needs of its municipal water system users; and

WHEREAS, for that purpose, and in accordance with Article VII, Section 10 of the Illinois Constitution of 1970 providing that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance, and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, further authorizing intergovernmental cooperation, the Corporate Authorities, together with six (6) other northwest suburban municipalities established the Municipal Joint Action Water Agency ("JAWA" or the "Agency") in order to secure adequate supplies of water on an economical and efficient basis for the respective member municipalities (Ord. 1260-1981); and

WHEREAS, at its inception, JAWA entered into individual Water Supply Agreements with each of the member municipalities setting forth the terms under which JAWA supplies, and the member municipalities pay for, the Lake Michigan water; and

WHEREAS, JAWA has since constructed a joint waterworks and supply system to obtain water from Lake Michigan and deliver the same to its member municipalities; and

WHEREAS, JAWA has negotiated, from time to time, a source agreement with the City of Chicago for the delivery of Lake Michigan water to JAWA's System; and

WHEREAS, the current Water Supply Agreements between the individual member municipalities and JAWA are set to expire in 2022; and

WHEREAS, JAWA recently negotiated a highly favorable new source agreement with the City of Chicago ("Source Agreement") having an initial term through 2032, which eliminates minimum purchasing requirements and stabilizes any future price increases through the end of that initial term, while requiring the Agency to procure all of its water from Chicago through 2032; and

WHEREAS, the Village continues to be in need, and will be in need, for an adequate water supply of Lake Michigan water for decades to come for its municipal water system users; and

WHEREAS, it is necessary and in the best interests of the Village that it enter into the Extended, Amended and Restated Water Supply Agreement, a copy of which is attached to and made a part of this Ordinance as Exhibit "A" (the "Agreement") and the Agency provided by that Agreement.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Hoffman Estates, Cook and Kane Counties, as follows:

Section 1: The Corporate Authorities hereby find that the facts and statements, and the legislative findings, contained in the recitals of this Ordinance are true and correct and the same are hereby incorporated herein and made a part hereof, as though fully set forth herein.

Section 2: Designation of Members of Board of Directors and Executive Committee. The Village designates as its member on the Board of Directors of the Agency its President from time to time, and as its member on the Executive Committee of the Agency its Village Manager from time to time. The Village may at any time, upon adoption of an ordinance or a resolution of the President and Board of Trustees of the Village, and consistent with the terms of the Agency Agreement and the Bylaws adopted thereunder, designate some other elected official to serve as the Village's member on the Board of Directors of the Agency and/or some other appointed official as the Village's member on the Executive Committee of the Agency.

Section 3: Costs. The Village shall, from time to time, appropriate funds and use its credit, revenues and other resources to pay its proportionate share of the costs of the Agency as provided in the Agreement and as provided by law.

Section 4: Officers' Power. The Clerk of the Village is authorized and directed to send a certified copy of this Ordinance to each other municipality listed on the signature page of the Agreement. The President, Clerk and Manager of the Village are authorized and directed to take whatever additional steps are necessary for the Village to enter into the Agreement and to participate in the Agency.

Section 5: The Village shall enter into the Agreement. The President of the Village is authorized and directed to enter into the Agreement in substantially the form attached hereto as Exhibit "A" and made a part of this Ordinance.

Section 6: All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 7 If any section, paragraph, clause or provision of this Ordinance shall be held invalid or its application to any person or under any circumstances is adjudged invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

Section 8: The Village Clerk is hereby authorized to publish this ordinance in pamphlet form.

Section 9: This Ordinance shall be in full force and effect immediately from and after its passage and approval, and publication according to law.

PASSED THIS _____ day of _____, 2018

VOTE	AYE	NAY	ABSENT	ABSTAIN
Trustee Karen V. Mills	_____	_____	_____	_____
Trustee Anna Newell	_____	_____	_____	_____
Trustee Gary J. Pilafas	_____	_____	_____	_____
Trustee Gary G. Stanton	_____	_____	_____	_____
Trustee Michael Gaeta	_____	_____	_____	_____
Trustee Karen Arnet	_____	_____	_____	_____
Mayor William D. McLeod	_____	_____	_____	_____

APPROVED THIS _____ DAY OF _____, 2018

Village President

ATTEST:

Village Clerk

Published in pamphlet form this _____ day of _____, 2018

EXTENDED, AMENDED AND RESTATED
WATER SUPPLY AGREEMENT

BETWEEN

NORTHWEST SUBURBAN MUNICIPAL
JOINT ACTION WATER AGENCY

AND

EACH OF:

VILLAGE OF ELK GROVE VILLAGE

VILLAGE OF HANOVER PARK

VILLAGE OF HOFFMAN ESTATES

VILLAGE OF MOUNT PROSPECT

CITY OF ROLLING MEADOWS

VILLAGE OF SCHAUMBURG

VILLAGE OF STREAMWOOD

Dated _____

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This Extended, Amended and Restated Agreement is entered into by and between the Northwest Suburban Municipal Joint Action Water Agency ("Agency") and the _____ of _____ pursuant to its statutory and home rule powers, effective as of the Contract Date as defined herein, being this ____ day of _____, 20_____.

ARTICLE I
RECITALS, DEFINITIONS AND RULES OF CONSTRUCTION

SECTION 101: *Recitals*

(a) The Northwest Suburban Municipal Joint Action Water Agency (the "Agency") is a municipal corporation and public body politic and corporate, organized under the Northwest Suburban Municipal Joint Action Water Agency Agreement, as amended (the "Agency Agreement"). The Agency Agreement has been entered into by seven Illinois municipalities pursuant to Article VII, Section 10 of the Constitution of the State of Illinois, the Intergovernmental Cooperation Act, as amended (the "Act"), and the home rule powers of each of the member municipalities.

(b) The membership of the Agency is composed of the Villages of Elk Grove Village, Hanover Park, Hoffman Estates, Mount Prospect, Schaumburg and Streamwood and the City of Rolling Meadows (together the "Original Municipalities"). Other cities and villages may join the Agency as additional members (the "Additional Municipalities") (The Original Municipalities and any Additional Municipalities are referred to individually and collectively herein as the "Municipalities").

(c) The Municipality is one of the Original Municipalities.

(d) The Agency is established for the purpose of providing adequate supplies of Lake Michigan water (the "Lake Water") on an economical and efficient basis for the Municipalities.

(e) The Agency has entered into a water purchase agreement with the City of Chicago for a supply of Lake Water in quantities adequate to meet the estimated needs of the

Municipalities, including such amounts as provided in this agreement, for a term through December 31, 2032, with the opportunity to further extend that contract if the Agency so chooses.

(f) The Municipalities have (or shall have) each received an allocation of Lake Water pursuant to the Level of Lake Michigan Act, as amended.

(g) The Agency proposes to maintain, finance, acquire, construct, operate, improve and expand as necessary its existing water supply system for the purpose of obtaining, receiving, storing, pumping and transmitting Lake Water to the Municipalities.

(h) The Agency System is to have sufficient capacity to serve the Municipalities on the basis of their projected water needs in the year 2035. As such, the Agency System is designed to have a maximum capacity in excess of 99 million gallons per day.

(i) The Agency has had Water Supply Agreements in effect with its Original Municipalities since 1982 and has constructed the Agency System using bond anticipation notes and revenue bonds. The Agency may in the future issue additional revenue bonds to finance the construction and acquisition of extensions and improvements to the Agency System and to pay capitalized interest, fund a debt service reserve fund and pay costs of issuance of those bonds. The Agency also proposes to enter into water supply agreements with each of the Municipalities (the "Water Supply Agreements"). The payments to be made to the Agency under those Agreements are to be sufficient to pay the costs to the Agency of operation and maintenance (including costs of purchasing Lake Water) of the Agency System, to pay principal of and interest on its bonds and notes or other authorized borrowing, and to provide adequate funds for debt service reserve, for replacements and contingencies to the Agency System, for improvements and extensions to the Agency System, and for other purposes.

(j) The Agency is authorized to sell Lake Water to the Municipalities and to enter into Water Supply Agreements with the Municipalities for that purpose in accordance with the Act and the Agency Agreement.

(k) The Water Supply Agreements will provide that the payments made under it by the Municipalities may be required to be made from revenues derived by Municipalities from the operation of its waterworks or its combined waterworks and sewerage system. The Water Supply Agreements shall not constitute an indebtedness of the Municipalities within the meaning of any statutory or constitutional limitation. This Agreement shall be a continuing, valid and binding obligation of the Municipalities payable from such revenues for a renewed term of 40 years from the date of this Extended, Amended and Restated Water Supply Agreement. This Extended, Amended and Restated Water Supply Agreement shall not prohibit the Municipalities from using any other funds for payments due under the Water Supply Agreements.

(l) The Agency needs to enter into these Extended, Amended and Restated Water Supply Agreements with the Municipalities to provide certainty of an adequate source of revenues in order to be able to cover its costs of operation and to pay or issue its revenue bonds, bond anticipation notes or other authorized borrowing to finance the costs of the Agency System.

(m) The Municipality is the owner and operator of its own waterworks or combined waterworks and sewerage system (the "Municipality System").

(n) The Municipality desires to obtain from the Agency an adequate supply of Lake Water on an economical and efficient basis to serve the present and future customers of the Municipality System.

(o) The Municipality is authorized to enter into this Agreement.

(p) The Municipality recognizes that the Agency has entered into, or will shortly enter into Extended, Amended, and Restated Water Supply Agreements with the other Municipalities and may in the future provide Lake Water for other water suppliers or users, including private water companies, as may from time to time contract with the Agency for Lake Water, all in accordance with applicable State Water Allocations and the Agency Agreement.

(q) The Agency and the Municipality have determined that it is necessary and in their respective best interests for the Municipality to contract with the Agency for a supply of Lake Water.

SECTION 102: Definitions

Terms which are defined in the Bond Resolution relating to the prior issuance of Bonds shall have the same meaning in this Agreement, unless a different meaning is indicated in this Section. In addition, the following words and phrases shall have the following meanings when used in this Agreement unless the context clearly indicates a different meaning.

"Act" means the Intergovernmental Cooperation Act, as amended (5 ILCS 220 et seq.)

"Additional Facilities" means any storage, transmission, and pumping facilities that need to be constructed in order to supply sufficient quantities of Lake Water to the Municipalities.

"Additional Municipalities" means any village or city other than an Original Municipality.

"Agency" means the Northwest Suburban Municipal Joint Action Water Agency.

"Agency Agreement" means the Northwest Suburban Municipal Joint Action Water Agency Agreement, as amended.

"Agency Customer" means any person, other than a Municipality, purchasing or agreeing to purchase Lake Water from the Agency pursuant to Section 901, including without limitation municipal corporations and other governmental bodies.

"Agency Obligations" means all bonds, notes or other authorized borrowing of the Agency payable in whole or in part from revenues of the operation of the Agency System and issued pursuant to the General Resolution or other instrument.

"Agency System" means all facilities of the Agency for receiving, storing and transmitting water, including any expansions, additions, replacements and relocations of the Initial Completed Project and/or the Additional Facilities.

"Bill" means the monthly statement from the Agency to the Municipality of amounts due under this Agreement.

"Bond Resolution" means the resolution or resolutions authorizing the issuance of Agency Obligations, including the General Resolution and any supplemental resolutions of series resolutions.

"Budget" means the annual budget of the Agency to be adopted as provided in Section 701.

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

"Chicago Contract" means the Water Purchase Agreement between the Agency and the City of Chicago for a term through December 31, 2032 (subject to renewal), as it may be amended, extended or rewritten from time to time.

"Consulting Engineer" means an engineer or engineering firm or corporation having a nationwide and favorable reputation for skill and experience in the construction and operation of water transmission systems, other than one who at the time is retained by the Agency to design or to supervise construction of any portion of the System.

"Contract Date" means the date on which the Agency's Board of Directors shall have entered into this Extended, Amended and Restated Water Supply Agreement following its approval by each of the Original Municipalities.

"Costs" means the Water Purchase Costs, the Power Costs, the Operation and Maintenance Costs, the Fixed Costs, the Equal Share Costs, the Under-consumption Costs, and the Municipality Default Costs, collectively.

"Current Fiscal Year" means, at any time, the then current Fiscal Year.

"Delivered Quantity" means the amount of Lake Water delivered by the Agency to the Municipalities.

"Deposit" means the moneys which shall be deposited from time to time by the Municipality with the Agency or the Trustee pursuant to Section 613.

"Devices" means the devices for controlling, measuring and recording the quantity of Lake Water, as described in Exhibit C to this Agreement as amended from time to time.

"Excess Capacity" means Agency System capacity in a Fiscal Year as determined by the Board of the Agency in excess of the sum of (i) the aggregate of the amount of Lake Water which all Municipalities have a right to purchase for that Fiscal year and (ii) the aggregate amount of Lake Water which all Agency Customers have a right to purchase for that fiscal year.

"Equal Share Costs" means those budgeted line item costs of the Agency, as determined in each budget cycle—that would be expressly made an incorporated schedule to that particular Budget—that are divided equally among the Municipalities and billed each month.

"Fiscal Year" means the period beginning on May 1 in any Calendar Year and ending on April 30 of the succeeding Calendar Year. The name of each Fiscal year shall be the Calendar year in which that Fiscal Year ends.

"Fixed Costs" means, for each month, the amount which under the Bond Resolution is required to be paid in that month from the Revenue Fund to the Debt Service Fund, the Bond Anticipation Note Debt Service Fund, and the General Fund.

"General Resolution" means the Agency Water Supply System Revenue Bond and Note General Resolution.

"Independent Financial Consultant" means an individual or firm having a nationwide and favorable reputation for skill and experience as a financial advisor for issuers of municipal bonds.

"Initial Completed Project" means the initial water supply system constructed by

the Agency to obtain, receive, store, pump and transmit Lake Water to the Municipalities from the City of Chicago's water distribution system, all substantially as described in Exhibit A to this Agreement.

"Lake Water" means potable water drawn from Lake Michigan.

"Maximum Quantity" means the maximum average daily quantity of Lake Water for a Municipality, as set forth in Exhibit D, as amended from time to time pursuant to Section 301(e).

"MGD" means million gallons per day.

"Minimum Quantity" means the respective minimum quantities as may be in effect from time to time as set forth in Section 303 of the Water Supply Agreement between the Agency and each respective Municipality to satisfy the terms of the Water Supply System Revenue Refunding Bonds, Series 2013 ("2013 Bonds"). Upon satisfaction of the 2013 Bonds, there shall be no requirement for any "Minimum Quantity" for any Municipality.

"Municipality" means each village or city that is or becomes a member of the Agency.

"Municipality Default Costs" means for a month the amount of payments of the Municipalities' shares of Costs which were due and payable in the prior month and were not for any reason received by the Agency (or the Trustee) by the last day of that prior month.

"Municipality Requirement" means the entire quantity of water needed from time to time by the Municipality to meet the demands of the Municipality System. "Municipality Requirement" includes all water sold by the Municipality but does not include water not furnished by the Agency, nor water which is used by a Municipality for purposes other than human consumption, nor water not used for sale or resale, nor water used for testing or flushing emergency back-up or inter-connect systems. In the case of Mount Prospect, "Municipality Requirement" does not include

the water needed by those properties within Mount Prospect that, as of the effective date, receive water service from Illinois American Water. Lake Water produced by the City of Chicago and received by the Municipality for testing or flushing may be incorporated into the Municipality System; however, water produced by community wells and used for testing or flushing may not be incorporated into the Municipality System but must be wasted.

"Municipality System" means the waterworks or combined waterworks and sewerage system of the Municipality and includes the delivery pipe commencing after the structure housing the delivery Device.

"Municipality System Fund" means the fund or funds of the Municipality into which all revenues of the Municipality System and all other amounts which are to be used to pay the costs of the Municipality System are to be deposited pursuant to Section 1301(c).

"Operation and Maintenance Costs" means for a month the amount which the Trustee is required by Section 603(2) of the General Resolution to pay to the Agency for deposit into the Operation and Maintenance Fund in that month, excluding amounts required for Power Costs and Water Purchase Costs. If the General Resolution is no longer in effect, Operation and Maintenance Costs shall be the amount which would be so required if the General Resolution were in effect.

"Original Municipalities" means, collectively, the Villages of Elk Grove Village, Hanover Park, Hoffman Estates, Mount Prospect, Schaumburg and Streamwood and the City of Rolling Meadows.

"Points of Delivery" means the points at which the Agency System delivers Lake Water to the Municipality System, as described in Section 403(a) and Exhibit B and any additional points of delivery established pursuant to Section 403(b). A Point of Delivery includes the delivery structure, Device, and the structure housing the delivery Device. The delivery pipe commencing after the structure housing the delivery Device shall be part of the Municipality System.

"Power Costs" means for a month the amount which the Trustee is required by Section 603(2)(c) of the General Resolution to pay in that month for deposit into the Operation and Maintenance Fund for Power Costs.

"Retirement Date" shall mean the date upon which the Water Supply System Revenue Refunding Bonds, Series 2013, is retired by payment, refunding or otherwise such that the obligations of the Agency thereunder have ended.

"State Water Allocation" means the Municipality's allocation from time to time of Lake Water pursuant to the Level of Lake Michigan Act, as amended from time to time.

"Total Water Use" means, for any period, the aggregate of the Delivered Quantity and the quantity of water pumped from wells or acquired from other sources for a Municipality System, and not more than the lesser of (i) the amount of Lake Water which the Municipality has a right to purchase in that period pursuant to Section 301 or (ii) the total State Water Allocation for that Municipality in that period (the sum of the average allowable MGD for each day in that period).

"Trustee" means the trustee or trustees for the benefit of the holders of the Agency Obligations, appointed as provided in the Bond Resolution.

"Under-consumption" means the amount, if any, by which the Minimum Quantity exceeds the Delivered Quantity for a Calendar Year.

"Under-consumption Costs" means the shortfall amount, if any, which the Municipality is obligated to pay in order for the Agency to satisfy the terms of the Water Supply System Revenue Refunding Bonds, Series 2013.

"Water Procurement Costs" means costs incurred for obtaining Lake Water (e.g., amounts payable under the Chicago Contract, or amounts payable for any water purchased from other sources, or amounts payable to produce Lake Water). Water Procurement Costs for any month are calculated by adding (i) the number of quantity units of water obtained by the Agency in the prior month multiplied by the net charge in effect for each of those units and (ii) the

number of quantity units of water delivered to the Agency, payment for which is due in that month, from any other sources, multiplied by the charge to the Agency in effect for each of those quantity units.

"Water Supply Agreement" means this First Extension and Amendment to a Water Supply Agreement and a similar Agreement with each of the Municipalities.

SECTION 103: *Rule of Construction*

(a) Unless the context indicates otherwise, references to Sections, Articles, Exhibits and Appendices refer to the specific Sections and Articles of this Agreement and the specific Exhibits and Appendices to this Agreement.

**ARTICLE II
SALE AND PURCHASE OF LAKE WATER**

SECTION 201: *Purchase and Sale.* The Agency agrees to sell Lake Water to the Municipality, and the Municipality agrees to purchase Lake Water from the Agency, on the terms and subject to the conditions set forth in this Agreement.

**ARTICLE III
QUANTITY**

This article governs the quantity of Lake Water which the Municipality shall have a right to purchase from the Agency and the amount of Lake Water which the Municipality is obligated to purchase or, in any event, to pay for as provided in this Agreement.

SECTION 301: *Maximum Quantity*

(a) On each calendar day through the term of this Agreement, the Municipality shall have the right to purchase up to 1.8 times the Maximum Quantity established for the Fiscal Year in which that day occurs. Exhibit D sets forth the Maximum Quantity for the Municipality in each of the Fiscal Years of the term of this Agreement, as Exhibit D is in effect as of the Contract Date. As provided in subsection (a) of this Section, Exhibit D may be adjusted from time to time. The Agency shall sell and deliver to the

Municipality in each calendar day all amounts of Lake Water requested by the Municipality up to the amount specified in this paragraph.

(b) Notwithstanding paragraph (a) of this Section, the amount of Lake Water which the Municipality may purchase and the Agency shall sell to the Municipality shall not exceed in any Allocation Year the State Water Allocation for that Allocation Year, including any allowable excess, in effect from time to time for the Municipality.

(c) The Agency shall be obligated to sell Lake Water to the Municipality under this Agreement except to the extent that the Agency does not receive or otherwise obtain a sufficient amount of Lake Water, or to the extent that for reasons beyond the reasonable control of the Agency, it is not able to deliver sufficient Lake Water to the Municipality at the Points of Delivery.

(d) The Maximum Quantity as set forth in Exhibit D may be changed as described in this subsection.

(i) The Maximum Quantity may be reduced upon notice by the Municipality to the Agency and approval of the Agency (which shall not be unreasonably withheld) but only in an amount equal to the aggregate for that Fiscal Year of (A) the amount by which the aggregate of the Maximum Quantities for all other Municipalities is increased pursuant to paragraph (ii) of this subsection at the time of or prior to the approval by the Agency of such reduction and (B) the amount by which the aggregate amount of Lake Water which all Agency Customers have the right to purchase is increased at the time of or prior to the approval by the Agency of such reduction. The Municipality may receive payment from another Municipality or an Agency Customer as consideration for reducing the Maximum Quantity of the Municipality.

(ii) The Maximum Quantity for each Fiscal Year may be increased upon notice by the Municipality to the Agency and approval of the Agency (which

shall not be unreasonably withheld), but only in an amount equal to the aggregate for that Fiscal Year of (A) the amount by which the aggregate of the Maximum Quantities for all other Municipalities is reduced pursuant to paragraph (i) of this subsection at the time of or prior to the approval by the Agency of such increase and (B) the amount by which the aggregate amount of Lake Water which all Agency Customers have the right to purchase is reduced at the time of or prior to the approval by the Agency of such increase. The Municipality may make payment to another Municipality or Agency Customer as consideration for making available additional capacity to the Municipality.

(iii) The approval of the Agency of any reduction or increase in the Maximum Quantity of the Municipality pursuant to paragraphs (i) or (ii) of this subsection shall be subject to payment or arrangements for payment to the Agency of any costs incurred by the Agency as a result of the reduction or increase.

(iv) The Maximum Quantity of the Municipality is increased for each Fiscal Year for which there is Excess Capacity. The amount of the increase shall be that proportion of the Excess Capacity which the Municipality's Maximum Quantity for that Fiscal Year is to the aggregate of the Maximum Quantities of all of the Municipalities for that Fiscal Year,

(v) All reductions and increases in the Maximum Quantity shall be effective on the first day of the Fiscal Year following approval of the reduction or increase by the Agency.

SECTION 302: *Requirement Obligations of the Municipality*

(a) The Municipality shall, for the Term of this Agreement, purchase all water necessary to meet its entire Municipality Requirement (but no more than the amount which it has the right to receive under Section 301) for so long as the Agency shall purchase or otherwise receive water from water sources or from water suppliers (e.g.,

from the City of Chicago). The Municipality shall not obtain water from any source other than the Agency to meet any or all of the Municipality Requirement, except to the extent that the Municipality Requirement exceeds the amount which the Municipality has the right to receive under Section 301.

(b) The Municipality shall be obligated to purchase Lake Water in accordance with subsection (a) of this Section only to the extent that the Agency is able to supply the amounts of Lake Water required to be purchased by the Municipality. Where required by the terms of any Resolution authorizing the issuance of any instruments of Agency debt, the Municipality shall continue to be obligated to make all payments required under Article VI even if the Agency fails to deliver any or all of those amounts of Lake Water. If the failure to deliver those amounts of Lake Water is a default of the Agency under Sections 1404 and 1405, the Municipality shall have only the rights granted in Section 1406.

SECTION 303: *Minimum Quantity*

The Municipality shall, until the Retirement Date, and where necessary to meet the obligations under the 2013 Bonds, be obligated to purchase from the Agency, or in any event to pay for, the minimum quantities of Lake Water as set forth in Exhibit G.

The amounts payable by the Municipality in the event it does not accept delivery of the Minimum Quantity shall be determined in accordance with Article VI. Those amounts shall be payable by the Municipality even in the event that the Municipality's State Water Allocation is less than the Minimum Quantity. Failure to accept delivery of the Minimum Quantity shall not be a default under this Agreement.

SECTION 304: *Agency Obligation in Event of Emergency or Failure of System*

(a) If for any reason, including an emergency or a failure or malfunction of the Agency System, the Agency is unable to deliver in full the quantities of Lake Water to be delivered from time to time to the Municipalities and any Agency Customers, the

total amount of Lake Water which the Agency is able to furnish shall be apportioned in so far as practicable among the Municipalities in proportion to their respective proportional use during the prior two fiscal years and the Agency Customers on the terms of applicable water supply agreements with each of the Agency Customers.

(b) The Agency shall use due diligence to operate the Agency System during any emergency or any failure or malfunction of the Agency System to provide Lake Water (and any other potable water which may be available) to the Municipality insofar as practicable and shall, as promptly as possible, take such action, including, without limitation and by way of example, making and expediting repairs or adjustments, enforcing the Chicago Contract, purchasing water from the City of Chicago or other suppliers, or any other such actions as are reasonably necessary and appropriate to restore delivery to the Municipality of the Lake Water to be furnished from time to time under this Agreement.

(c) The obligation of the Municipality to pay all amounts due under Article VI shall not be reduced as a result of any failure by the Agency to deliver any quantity of Lake Water.

ARTICLE IV TRANSMISSION, STORAGE, DELIVERY AND QUALITY

This Article sets forth the obligations of the Agency and the Municipality with respect to various aspects of the storage and delivery of Lake Water, including the Municipality and Agency storage capacities, the points of delivery of Lake Water to the Municipality, the rate of delivery of Lake Water and the quality of Lake Water.

SECTION 401: *Reserved.*

SECTION 402: *Municipality and Agency Storage Capacity.*

(a) Until the Retirement Date, the Municipality shall provide and maintain at all times, as part of the Municipality System, water storage of sufficient capacity to store not less than 0.55 times the daily State Water Allocation, as then in effect, for the State

Water Allocation Year, plus 3.3 million gallons, or such lesser amount as the Agency may allow in a particular case. The Municipality will use its best efforts to increase its water storage capacity as required to meet its obligation under the Section so that each required increment of storage capacity is available within 24 months after the State Water Allocations requiring such increment become effective.

(b) Until the Retirement Date, the Agency shall provide and maintain at all times water storage capacity as follows:

(i) As part of the Agency System outside of the present corporate limits of the City of Chicago, water storage of sufficient capacity to store not less than 0.20 of the daily State Water Allocations from time to time in effect for the Municipalities and any Agency Customer.

(ii) As part of the Agency System within the present corporate limits of the City of Chicago, a water storage capacity of not less than 20 million gallons.

(c) In addition, the Agency will use its best efforts to provide and maintain further water storage capacity of $6 \frac{2}{3}$ million gallons for each full increment of $3 \frac{1}{3}$ MGD by which State Water Allocations from time to time of all Municipalities and Agency Customers exceed 45 MGD, up to a maximum of 20 million gallons of such additional capacity.

(d) The obligations of the Municipality to make all payments required by Article VI shall not be affected by any failure of the Agency to provide and maintain the water storage capacities described in this subsection. If that failure is an Agency default under Sections 1404 and 1405, the Municipality shall have only the rights granted in Section 1406.

SECTION 403: Delivery

(a) The Agency shall deliver Lake Water to the Municipality through Points of Delivery as set forth on Exhibit B. Title to Lake Water delivered under this Agreement shall

pass from the Agency to the Municipality upon passing through the Devices at the Points of Delivery. The Points of Delivery described in this subsection are part of the Agency System, and the Agency shall bear the costs of providing and maintaining them. The Points of Delivery described in this subsection, and any replacement or improvement of them, shall generally conform to Exhibit B (which shall specify the location and designation of the Municipality System's points of connection to the Agency's System). Exhibit B may be amended from time to time by the Agency, in consultation with the Municipality, on 60 days' written notice to the Municipality, provided that any such amendment shall not adversely affect the ability of the Agency to perform obligations under this Agreement.

(b) Additional Points of Delivery may be established upon the mutual agreement of the Agency and the Municipality, provided that any additional Points of Delivery shall conform to the specifications of the Agency. The point of connection of the Municipality System to the Agency System shall be designated by agreement between the Agency and the Municipality when an additional Point of Delivery is established. The Municipality shall pay any costs of establishing such additional Points of Delivery. Such additional Points of Delivery shall be owned by the Agency and shall be under control of and operated by the Agency.

SECTION 404: *Rate of Withdrawal*

(a) Except as otherwise required by fire emergencies, the Lake Water furnished and taken under this Agreement shall be delivered at all times during the 24 hours of each calendar day in order to maintain as even a rate of withdrawal as practicable.

(b) Except as otherwise required by fire emergencies, the daily rate of delivery of Lake Water at the Points of Delivery shall not exceed 2.2 times the daily State Water Allocation from time to time in effect for the Municipality. The maximum rate of delivery as established by this subsection may be reduced by the Agency to not less than 1.8 times the daily State Water Allocation from time to time in effect for the Municipality to the extent necessary to ensure that

the aggregate daily deliveries to the Municipalities do not exceed 1.8 times the aggregate of the State Water Allocation from time to time in effect for the Municipalities.

SECTION 405: *Pressure*

Lake Water shall be delivered to the Municipality System with specified maximum hydraulic capacity at a pressure within the limits set forth by the Agency except in cases of emergency or failures or malfunctions in the Agency System.

SECTION 406: *Connections*

(a) The Municipality shall pay all costs of connecting or re-connecting the Municipality System to the Agency System at the Points of Delivery.

(b) The Agency shall at its own expense install, maintain and replace, as necessary, a back-flow control system or a pressure stabilization system or both at the Points of Delivery.

(c) The Municipality is responsible for maintaining all pipe and infrastructure after the structure housing the delivery Device.

SECTION 407: *Water Quality*

(a) The Agency shall supply the Municipality at the Points of Delivery with Lake Water of a quality commensurate with that furnished to other Municipalities. All Lake Water furnished to the Municipality at the Points of Delivery shall meet all applicable water quality standards established by any Federal, State or local agency (other than the Municipality) as shall have, from time to time, jurisdiction over or for public water supplies.

(b) In the event that at the Points of Delivery the Lake Water fails to meet the minimum water quality standards established by subsection (a) of this Section, the Municipality, prior to taking corrective action, shall consult the Agency and coordinate such action with the Agency in order to use the most effective and cost efficient means to correct any water quality deficiency.

(c) The Agency shall bear no responsibility for quality of Lake Water beyond the Points of Delivery to the Municipality.

ARTICLE V MEASUREMENT

This article provides for measurement or estimates of the quantities of Lake Water delivered under this Agreement.

SECTION 501: *Points of Measurement*

The Agency shall measure the quantity of Lake Water furnished to the Municipality under this Agreement during each hour of each day at the Points of Delivery, or at such other point(s) as the parties may agree to in writing. The unit of measurement shall be gallons of water, U.S. Standard Liquid Measure.

SECTION 502: *Measurement Devices*

The Devices described in Exhibit C shall be used at the Points of Delivery for the purpose of controlling, measuring, and recording the quantity of Lake Water furnished under this Agreement and of transmitting and recording pressures and other required operational information. Exhibit C may be amended from time to time by the Agency on 60 days' written notice to the Municipality, provided that any such amendment shall not adversely affect the ability of the Agency to perform its obligations under this Agreement.

SECTION 503: *Installation and Operation of Devices*

The Agency shall provide, operate, maintain and replace the Devices, together with such structures at the Points of Delivery as are necessary, in the judgment of the Agency, to house the Devices.

SECTION 504: *Access to Devices*

Authorized representatives of the Municipality shall have access at all reasonable times to all of the Devices for examination and inspection. The Agency may have a representative present at each such examination and inspection. The Municipality may, at its own expense and with the approval of the Agency as to the design of the connection, make connections to the Devices for the purpose of monitoring and information measured by the Devices.

SECTION 505: Inspection and Calibration of Devices

The Agency will, in accordance with the recommended standards of the American Water Works Association, inspect and test the accuracy of each of the Devices for the purpose of measuring the supply of Lake Water furnished under this Agreement. The Agency shall notify the Municipality in advance of the time and place of such inspection and testing. The Municipality may, upon its request, have an authorized representative of the Municipality present at such inspection and testing. The results of any such inspection and test shall be immediately provided to the Municipality. The Agency will as soon as practicable calibrate, repair or replace any such Device or part of a Device which is known or suspected to be registering incorrectly.

SECTION 506: Readings

The readings made of such Devices for the purpose of computing the Municipality Share of certain Costs shall be done by the Agency on the last day of each calendar month. A representative of the Municipality may be present at the reading of the Devices, if the Municipality so requests.

SECTION 507: Estimates

If for any reason any of the Devices is out-of-service, out-of-repair or determined to be registering incorrectly so that the quantity of Lake Water delivered to the Municipality cannot be ascertained or computed from the readings of such Devices, the Lake Water delivered during a period when such Devices are in such condition shall be estimated, by agreement of the Municipality and Agency, upon the basis of the best data and information available. The period for which the estimate is made shall be either that period extending back to the time when the condition is known to have begun or that period extending back one-half of the time elapsed since the device was last determined to be registering correctly but in no event more than six months. The estimate shall be based either (i) upon correcting the error if the percentage of the error is ascertainable, (ii) upon estimating the Lake Water delivered by reference to deliveries during preceding periods under similar conditions when the devices registered correctly or (iii) upon the

readings recorded by Municipality check meters, if any. Bills for the period for which any such estimate is made shall be adjusted to reflect the quantity so estimated.

SECTION 508: Municipality Check Meters

The Municipality may, at its own expense, install, operate, maintain and replace a check meter to check the Devices on the discharge piping of the Point of Delivery. Such check meter shall be for the Municipality's information; but its reading may serve as a source of data and information available for the purposes of Section 507. Authorized representatives of the Agency shall have access at all reasonable times to the Municipality's check meter for examination and inspection. The Municipality may have a representative present at such examination and inspection.

SECTION 509: Measurement Basis for Delivered Quantity

The Municipality Delivered Quantity shall be based on readings of the Devices or on estimates made pursuant to Section 507.

ARTICLE VI
PAYMENTS

This Article sets forth the obligations of the Municipality to make payments to the Agency in exchange for the Agency's agreement to undertake to operate, improve and expand the Agency System and to undertake to supply Lake Water to the Municipality.

SECTION 601: Payments

The Municipality agrees to pay, at the times, on the terms and subject to the conditions set forth in this Article:

(1) The Municipality's share of Water Purchase Costs as determined in accordance with Section 602;

(2) The Municipality's share of Power Costs as determined in accordance with Section 603;

(3) The Municipality's share of Operation and Maintenance Costs as determined in accordance with Section 604;

(4) Through the Retirement Date, the Municipality's share of Fixed Costs as determined in accordance with Section 605(a) and (b);

(5) The Municipality's share of Equal Share Costs as determined in accordance with Section 605(c);

(6) Through the Retirement Date, the Municipality's share of any Under-consumption Costs as determined in accordance with Section 606; and

(7) The Municipality's share of Municipality Default Costs as determined in accordance with Section 607.

The total of the shares of Costs to be paid by the Municipality, together with the shares of Costs to be paid by the other Municipalities and other receipts of the Agency, shall always be sufficient among other requirements to enable the Agency to pay when due the Expense of Operation and Maintenance of the Agency System (including Power Costs and Water Purchase Costs), to provide adequate depreciation, reserve or replacement funds with respect the Agency System and the Agency Obligations and to pay principal of, premium, if any, and interest on the Agency Obligations as such amounts come due.

Notwithstanding any other provisions of this Agreement, the payments due under this Agreement, together with the payments due under the Water Supply Agreements with all other Municipalities, shall at all times be sufficient (together with) other amounts available in the Revenue Fund established by the Bond Resolution) to enable the Trustee to make all payments provided in the Bond Resolution from the Revenue Fund to the Operation and Maintenance Fund, the Debt Service Fund, the Debt Service Reserve Fund, the Bond Anticipation Note Debt Service Fund and the General Fund at the times and in the amounts provided in the Bond Resolution and the Series Resolutions authorizing particular issues of Agency Obligations so that there shall be at no time any deficiency in any of those payments and credits. In the event there should at any time be any conflict or possibility of conflict between the requirements of the Bond Resolution and

this Agreement regarding the obligations of the Municipality and the Agency, the provisions of the Bond Resolution shall govern.

SECTION 602: Share of Water Purchase Costs

The Municipality's share of Water Purchase Costs for each month shall be that proportion of those Costs for that month which the Municipality's Delivered Quantity in the prior month was to the sum of the Delivered Quantities for all Municipalities in the prior month. (A formula expressing the Municipality's share of these Costs is set forth in Section A of Appendix 1)

SECTION 603: Share of Power Costs.

For each month, the Municipality's share of Power Costs shall be that proportion of those Costs for that month which the Municipality's Delivered Quantity in the prior month was to the sum of the Delivered Quantities for all Municipalities in that prior month.

SECTION 604: Share of Operation and Maintenance Costs.

For each month, the Municipality's share of Operation and Maintenance Costs shall be that proportion of those Costs for that month which the Municipality's Total Water Use for the most recent Calendar Year completed prior to the beginning of the Current Fiscal year was to the sum of the Total Water Use of all Municipalities in that Calendar Year.

SECTION 605: Share of Fixed and Equal Share Costs.

(a) Where needed exclusively for purposes related to the 2013 Bond Issue, and only through the Retirement Date, the Municipality's share of Fixed Costs for each month shall be the amount of those Costs for that month multiplied by the sum of the following amounts divided by four: (i) two times that proportion which the Municipality Total Water Use in the most recent Calendar Year completed prior to the beginning of the Current Fiscal Year was to the sum of the Total Water Use for all Municipalities in that Calendar Year (except for any month which begins before the System Commencement Date in which the Minimum Quantity for the first Fiscal Year after System Commencement Date shall be substituted for the Total Water Use), (ii) the Distance Share as was formerly calculated from time to time and (iii) that proportion which the sum of the

Municipality Maximum Quantity for each Fiscal Year remaining in the term of this Agreement (excluding the current Fiscal Year), as in effect from time to time, is to the sum of the Maximum Quantities for all Municipalities for each Fiscal Year in the term of this Agreement (excluding the current Fiscal Year), as in effect from time to time.

(b) Where needed exclusively for purposes related to the 2013 Bond Issue, and only through the Retirement Date, within 30 days after the end of each Fiscal Year which ends after the System Commencement Date Municipality's share of Fixed Costs for the twelve months in that Fiscal Year shall be recomputed on the basis of Total Water Use in that Fiscal year rather than Total Water Use in the most recent Calendar year completed prior to the beginning of that Fiscal Year. The amount by which the Municipality's share of Fixed Costs as recomputed is less than the sum of the monthly shares in that Fiscal Year shall be paid to the Agency in the second month following the end of the Fiscal Year and the amount by which it is greater shall be credited to the Municipality in the third month following the end of the Fiscal Year.

(c) The Municipality's share of Equal Share Costs for each month shall be the Equal Share Costs as determined with the Budget for each Fiscal Year (including any amendments to the Budget), divided by 12, divided by the number of member Municipalities.

SECTION 606: Share of Under-consumption Costs

When required prior to the Retirement Date, the Village's share of Under-consumption Costs, if any, shall be calculated as that proportion of those Costs which the Under-consumption of the Municipality for the most recently completed Calendar Year to the sum of the Under-consumption of all Municipalities for that same Calendar Year. (A formula expressing the Village's share of these Costs is set forth in Section E of Appendix 1)

SECTION 607: Share of Municipality Default Costs

The Municipality's share of Municipality Default Costs, if any, for each month shall be that proportion of those Costs which the Municipality's share of all Costs in the prior month, except any Municipality Default Costs, was to the sum of the shares of all Costs, except

Municipality Default Costs, in the prior month of all Municipalities not in default to their payment obligations under their Water Supply Agreements. (A formula expressing the Municipality's share of these Costs is set forth in Section F of Appendix I)

SECTION 608: *Formulae*

Formulae expressing the Municipality's share of each of the Costs, except Fixed Costs, are set forth in Appendix I. In the event of any inconsistency between Sections 602 through 607 and these formulae, other than for Fixed Costs, the formulae shall control.

SECTION 609: *Time of Payment*

The Municipality's share of Costs for a month shall be due and payable on the 25th day of that month.

SECTION 610: *Late Charges and Interest*

(a) The Municipality agrees to pay a late charge of 3% of all amounts not paid on or before the due date.

(b) In the event that the Municipality has not paid all amounts due including any late charges by the end of the month in which they are due, the Municipality agrees to pay interest on all unpaid amounts at the rate of 1% per month or portion of a month beginning with the first calendar month after the due date.

(c) In addition to the right to receive a late charge and interest as provided in this Section, the Agency reserves all other rights and remedies it may have at law, in equity or under this Agreement or the Agency Agreement as a result of any failure by the Municipality to pay when due all amounts payable under this Agreement. Election of any remedy shall not be a waiver of any other remedy.

SECTION 611: *Partial Payments*

Any partial payments shall be applied in accordance with the provisions of the General Resolution. In the event the General Resolution is no longer in effect, partial payments shall be applied as if the General Resolution were in effect unless some other method is chosen by the

Board of Directors. Acceptance of any partial payment shall not be deemed a waiver with respect to any amounts not paid.

SECTION 612: Nature of Payment Obligation

(a) Although the Agency shall act at all times in good faith and use its best efforts to fulfill its obligations hereunder, the obligation of the Municipality to make all payments as required by this Agreement is unconditional and irrevocable without regard to performance or nonperformance by the Agency of its obligations under this Agreement. The rights of the Municipality in the event of failure by the Agency to perform its obligation under this Agreement are governed by Sections 1404, 1405, and 1406. By way of illustration and not as a limitation of the preceding two sentences, if delivery of Lake Water does not occur or is delayed, interrupted or reduced, for any reason including the fault of the Agency, the Municipality will continue to be obligated to make all payments required by this Agreement and, if the Agency is in default under Sections 1404 and 1405, the Municipality shall have only the rights granted in Section 1406.

(b) Until the Retirement Date, the payments required to be made by the Municipality under this agreement shall be required to be made solely from revenues to be derived by the Municipality from the operation of the Municipality System. This Agreement shall not constitute an indebtedness of the Municipality within the meaning of any statutory or constitutional limitation.

(c) Notwithstanding the provisions of subsection (b) of this Section, the Municipality is not prohibited by this Agreement from using any other available funds to make the payments required by this Agreement.

(d) The obligation of the Municipality to make payments required by this Agreement from revenues of the Municipality System shall be payable from the operation and maintenance accounts of the Municipality System Fund and from all other accounts of the Municipality System Fund in which there are available funds.

SECTION 613: *Deposit*

(a) As security for payment of the Village's obligations under this Agreement, the Village shall pay to the Trustee (or to the Agency if there are no Agency Obligations outstanding) on or before the tenth day of each Fiscal Year, beginning May 10, 1983, an amount which, together with amounts already on deposit pursuant to this Section in the Member Deposit Fund established by the General Resolution in the name of the Village, equals the maximum amount of the Village's estimated share (as set forth in the Budget) of the Costs for any month in that Fiscal Year. The Deposit shall be held by the Trustee and invested at the direction of the Agency in investments permitted by the General Resolution. The Deposit shall be applied as provided in Section 610 of the General Resolution. In the event the General Resolution shall no longer be in effect, the Deposit shall be applied as if the General Resolution were in effect, except that the Deposit may be held by the Agency rather than the Trustee. At the end of the term of this Agreement the Deposit shall be returned to the Village if the Village has performed all of its obligations under this Agreement.

(b) In the event that the Deposit is applied to payment of the Village's share of Costs as described in the subsection (a) of this Section, the Village shall immediately provide sufficient funds to restore the Deposit to the amount required by subsection (a) of this Section.

(c) Investment earnings on the Deposit will be applied as received by the Trustee as provided in Section 610 of the General Resolution.

SECTION 614: *Credits*

(a) The Agency shall direct the Trustee to make deposits into the Revenue Credits Account pursuant to Section 608 of the General Resolution to the extent that any amounts in the General Reserve Account are available so to be deposited, up to the amount of the Municipality Default Costs which have been paid and not previously reimbursed pursuant to this paragraph, together with interest on those amounts, compounded monthly, at 1% per month or portion of a month until reimbursed. The amount so deposited shall be credited to amounts required to be paid

by the Municipalities under the Water Supply Agreements on the basis of the proportionate shares of Municipality Default Costs paid by and not reimbursed to those Municipalities by credits pursuant to this paragraph. Municipality Default Costs shall be reimbursed under this paragraph in the order in which they were paid.

(b) The Agency may direct the Trustee that any amounts available to be deposited in the Revenue Credits Account, after all deposits have been made which are required to be made pursuant to paragraph (a) of this Section, be deposited in the Revenue Credits Account. Amounts so deposited shall be credited to the Municipalities as follows:

(1) Amounts deposited in the Revenue Credits Account which are derived from investment income on the funds of the Agency or from an initial capital contribution made by an Additional Municipality or an Agency Customer shall be credited on the basis of the proportionate shares of Fixed Costs of the Municipalities (not including that Additional Municipality) as established (prior to any annual adjustment under Section 605 (b)) at the time those amounts were received by the Agency.

(2) Amounts deposited in the Revenue Credits Account which are derived from sales of Lake Water to Agency Customers or from late charges paid by Municipalities shall be credited on the basis of the proportionate shares of Costs of the Municipalities as established (prior to any annual adjustment under Section 605 (b)) at the time those amounts were received by the Agency.

ARTICLE VII AGENCY BUDGET, BILLS

This Article provides for an annual Budget of the Agency to estimate the costs of the Agency for each Fiscal Year and to estimate the shares of Costs for the Municipalities in that Fiscal Year. The amounts provided in the Budget as the shares of certain Costs will be the basis of the monthly Bill for shares of those Costs. The Budget and the Bills are designed for the convenience of the Municipalities in making their financial plans, the payment obligations of the Municipality are estimated by the Budget. Should the amounts due as determined by Article VI be larger for any period than the amount of the Bills for the period, the amount due shall be the amounts determined under Article VI. In any event, the Municipality shall pay for any period not less than the amount of the Bills for that period.

SECTION 701: *Budget*

(a) The Agency shall adopt a Budget for each Fiscal Year of the Agency during the term of this Agreement. A proposed Budget shall be prepared no later than 90 days prior to the beginning of each Fiscal Year, and the Budget shall be adopted not later than 60 days prior to the beginning of each Fiscal Year.

(b) The Budget shall set forth as accurate an estimate as possible of the amounts (i) expected to be needed in the Fiscal Year for Water Purchase Costs, for Power Costs, for Operation and Maintenance Costs, for Equal Share Costs and for Fixed Costs and (ii) expected to be received in that Fiscal Year from sources other than Municipalities. The Budget shall set forth with particularity, those items to be included in the calculation of Equal Share Costs (an example of same being attached hereto as Exhibit E).

(c) The Budget shall set forth as accurate an estimate as possible, the share of Power Costs, the share of Operation and Maintenance Costs, the share of Equal Share Costs, the share of Fixed Costs for each of the Municipalities (if any) and, if any Municipality is in default in its payment obligations at the time of adoption of the Budget, the share of Municipality Default Costs for each of the other Municipalities. The amounts in the Budget for each month for Operation and Maintenance Costs, for Equal Share Costs, for Fixed Costs (if any) and for Municipality Default Costs shall be those Costs for that month for purpose of computing the share of those Costs under Article VI. The Budget shall also set forth as accurate an estimate as possible for each of the Municipalities of the amounts which will be deposited in the Revenue Credits Account and credited to that Municipality in each month of that Fiscal Year.

(d) The Budget and the estimated amount of the Municipality's share of Costs as set forth in the Budget may be amended by the Agency on 60 days' written notice to each Municipality.

SECTION 702: *Bills*

The Agency shall prepare and deliver to the Municipality not later than the fifth day of each month a Bill which shall set forth separately for that month:

- (a) The Municipality's share of Water Purchase Costs;
- (b) The Municipality's share of Power Costs;
- (c) The Municipality's share of Operation and Maintenance Costs;
- (d) The Municipality's share of Equal Share Costs;
- (e) The Municipality's share of Municipality Default Costs;

Under certain circumstances as provided in this Agreement and as necessary through the Retirement Date, the Bill shall also set forth one or more of the following for that month:

- (a) The Municipality's share of any Fixed Costs;
- (b) The Municipality's share of Under-consumption Costs;
- (c) The amount required to be deposited in the Member Deposit Fund of the Municipality; and
- (d) The amounts which have been deposited in the Revenue Credits Account and credited to the Municipality.

SECTION 703: Budget and Bills Not Conclusive

Although it is intended that the Budget will be an accurate estimate of, and the Bills will accurately state, the payment obligations of the Municipality, the obligations of the Municipality are determined by Article VI. Failure by the Agency to adopt a Budget or to send a Bill, or inaccuracies in a Budget or Bill, shall not affect the obligations of the Municipality to pay all amounts due pursuant to Article VI.

**ARTICLE VIII
ASSIGNMENT**

SECTION 801: Assignment

(a) Each Municipality's right to receive payments from its customers for water, together with said Municipality's water fund accounts, revenues and reserves, are pledged and, in the event of default by the Municipality, assigned to the Agency.

(b) The right to receive all payments which are required to be made by the Municipality to the Agency in accordance with the provisions of this Agreement, including the shares of Costs and the Deposit, will, through the Retirement Date, be assigned by the Agency to the Trustee as provided in the General Resolution to secure the payment of the principal of premium, if any, and interest on the Agency Obligations as those amounts come due, subject to the application of those payments as may be provided in the General Resolution. The Municipality agrees that it will, upon notice of assignment to the Trustee, make all payments directly to the Trustee.

(c) It is understood and agreed that the rights of the Agency to enforce the provisions of this Agreement, including the covenants set forth in Section 1301, will, through the Retirement Date, be assigned to the Trustee and that the Trustee will have the right to enforce this Agreement at law or in equity with or without the further consent or participation of the Agency. As provided in the General Resolution, the Agency also shall retain the right to enforce this Agreement.

ARTICLE IX AGENCY CUSTOMERS; ADDITIONAL MUNICIPALITIES

This Article establishes the circumstances and terms under which the Agency may sell Lake Water to an Agency Customer and under which the Agency may enter into a Water Supply Agreement with an Additional Municipality.

SECTION 901: Sales of Lake Water to Agency Customers

The Agency may sell or agree to sell Lake Water to an Agency Customer on any terms subject to the following limitations:

(1) The Agency may sell or agree to sell Lake Water to a prospective Agency Customer only to the extent that the Agency Customer may be served by direct connection to the Agency System.

(2) Any sales of Lake Water to an Agency Customer shall be in accordance with Section 8(a)(ix) or (x) of the Agency Agreement, including the requirement that any Agency Customer have a State Water Allocation.

SECTION 902: Sales to Additional Municipalities

The Agency may enter into an agreement to supply water to Additional Municipalities subject to the approval of the Board of Directors.

ARTICLE X
RESERVED

ARTICLE XI
REPORTING

This Article sets forth the reports and information which the Municipality and the Agency are to make available to each other.

SECTION 1101: Reports to Agency

(a) The Municipality shall provide the Agency with a report of the Municipality Total Water Use for each month within 5 days after the end of that month and an estimate of the Municipality Total Water Use for each Fiscal Year no later than 90 days prior to the beginning of that Fiscal Year.

(b) The Municipality shall provide the Agency with a copy of the Municipality's budget prepared in accordance with Section 1301(j) within 10 days after that budget is adopted. The budget as so provided shall include a description and an estimate of any revenues other than revenue from rates and charges for the Municipality System which are to be used to make payments under this Agreement.

(c) The Municipality shall keep on file with the Agency a copy of the Municipality's effective rates for the Municipality System (including any separate sewerage rates), including any formula by which less than 100% of the rates are billed for collection.

(d) The Municipality shall keep on file with the Agency and with each other Municipality a copy of the effective Municipality State Water Allocation.

(e) The Municipality shall keep on file with the Agency a copy of the emergency water use plan of the Municipality as in effect from time to time.

(f) The Municipality shall immediately notify the Agency of any emergency, malfunction or failure of the Municipality System or other event or condition which affects or may affect directly or indirectly the ability of the Municipality to perform its obligations under the Agreement or which affects or may affect directly or indirectly the quality of Lake Water.

(g) The Municipality shall keep the Agency informed of the name(s) of the person(s) in charge of the operation of the Municipality System.

(h) The Municipality shall make available to the Agency in a timely manner all Municipality information related to performance of this Agreement, including, without limitation, audits, capital improvements and prospective expansions of the Municipality System.

SECTION 1102: *Agency Reports to Municipality*

(a) The Agency shall provide the Municipality with a copy of the proposed Budget within 5 days after it is proposed and a copy of the final Budget within 5 days after it is adopted.

(b) The Agency shall provide the Municipality within 5 days after the end of each month with a monthly report of (i) Delivered Quantities for each of the Municipalities and each of the Agency Customers and (ii) the amount of Lake Water received under the Chicago Contract.

(c) The Agency shall immediately notify the Municipality in writing of any proposed Additional Municipalities or Agency Customers and of any proposed amendments to Exhibit D or Exhibit E.

(d) The Agency shall immediately notify the Municipality of any emergency failure or malfunction of the Agency System or of any other condition or event which affects or may affect directly or indirectly the performance of this Agreement or the quality of the Lake Water.

(e) The Agency shall keep the Municipality informed of the name(s) of the person(s) in charge of the Agency System.

(f) The Agency shall make available to the Municipality on request all records of the Agency.

ARTICLE XII AGENCY COVENANTS

SECTION 1201: *Covenants Regarding Financing the Initial Project.*

Subject to the provision of Article X, the Agency covenants and agrees that:

(a) It will use its best efforts to administer Agency Obligations in an amount sufficient to refund the outstanding notes and other interim financing notes of the Agency, to pay costs of issuance of the bonds and notes, to pay capitalized interest on the Agency Obligations for the period or periods to be determined by the Agency, to fund a debt service reserve fund for the bonds, and to pay other costs related to those costs.

(b) Reserved.

(c) Reserved.

(d) Reserved.

SECTION 1202: *Agency Covenants Regarding the Agency System*

The Agency covenants and agrees:

(a) Reserved.

(b) That it will complete the acquisition and construction of the Additional Facilities as the Board of Directors of the Agency determines those facilities are needed to supply sufficient quantities of Lake Water to the Municipalities.

(c) That it will operate and maintain the Agency System in order to be able to perform the obligation to supply Lake Water to the Municipality and other Municipalities and Agency Customers.

(d) That it will maintain in effect a Water Supply Agreement with each of the Municipalities as required by the Bond Resolution or other authorized borrowing.

(e) That the Water Supply Agreements with other Municipalities will be substantially identical to this Agreement except for (i) the name and address of Municipality, (ii) the Maximum Quantity, (iii) Reserved and (iv) the Points of Delivery described in Section 403 and the Exhibit B to each such Agreement.

(f) That it will treat all Municipalities equitably without preference for any one or more Municipalities over any other one or more Municipalities.

(g) That it will enforce the provisions of each of the Water Supply Agreements.

(h) That it will perform all of its covenants under the Bond Resolution. For the purposes of this covenant, the covenants of the Bond Resolution shall survive for the term of this Agreement.

ARTICLE XIII MUNICIPALITY COVENANTS

SECTION 1301: *Covenants Regarding the Municipality System*

The Municipality covenants and agrees as follows:

(a) It will operate and maintain the Municipality System, and all improvements and extensions of the Municipality System, in good repair and working order, will operate the same efficiently and faithfully, and will punctually perform all duties with respect to the Municipality System as may be required by the Constitution and laws of the State of Illinois and all other applicable laws and by all resolutions and ordinances of the Municipality, which resolutions or ordinances shall not be contrary to this Agreement.

(b) It will establish, maintain, revise as necessary and collect, rates and charges for customers of the Municipality System as shall be required from time to time to produce revenues at least sufficient for the purposes of (i) making all payments to be made under this Agreement and for paying all other costs of operation and maintenance of the Municipality System, (ii) making all deposits in all funds and accounts required by the terms of resolutions providing for bonds to be paid from revenues of the Municipality System and (iii) paying the principal of and

interest on all bonds of the Municipality which by their terms are payable from the revenues of the Municipality System. The rates and charges for customers of the Municipality System shall not be required, however, to be sufficient to produce amounts required to make payments under this Agreement during the period specified in this subsection to the extent that available amounts sufficient for making those payments shall have been set aside in cash or investments in a separate account in the Municipality System Fund designated for that purpose and appropriated to make payments under this Agreement. The period specified in this subsection is the longer of (i) the immediately succeeding six months or (ii) the remainder of the Fiscal Year.

(c) It will provide for the segregation of all revenues of the Municipality System in the Municipality System Fund and provide for the application of the revenues for the purpose of subsection (b) of this Section.

(d) Any ordinance of the Municipality which authorizes the issuance after the Contract Date of any obligation of the Municipality to be paid from revenues of the Municipality System will expressly provide the revenues of the Municipality System may be used to pay principal of and interest on those obligations only to the extent that those revenues exceeds the amounts required to pay the operation and maintenance expenses of the Municipality System including all amounts payable from time to time under this Agreement.

(e) From time to time it will make all necessary and proper repairs, replacements, additions and betterments to the Municipality System so it may at all times be operated properly and advantageously, and when any equipment or facility shall have been worn out, destroyed or otherwise is insufficient for proper use, it will be promptly replaced (subject to subsection (h) of this Section) so that the efficiency of the Municipality System shall be at all times fully maintained.

(f) It will establish rules and regulations for the control and operation of the Municipality System necessary for the efficient and economical operation of the Municipality System.

(g) It will make and keep proper books and accounts (separate and apart from all other records and accounts of the Municipality) in which complete entries shall be made of all transactions relating to the Municipality System, and, within two hundred ten (210) days following the close of each fiscal year of the Municipality it will cause the books and accounts of the Municipality System to be audited annually by independent certified public accountants, showing the receipts and disbursements on account of the Municipality System.

(h) It will continue to own and possess the Municipality System and will dispose of property which is part of the Municipality System only to the extent that such property is no longer useful or profitable in the operations of the Municipality System. It will mortgage or encumber the Municipality System only to the extent required to issue bonds payable from revenues of the Municipality System in accordance with applicable law.

(i) It will carry insurance or maintain other risk management protection of the Municipality System of the kinds and in the amounts which are customarily carried or maintained by parties operating similar properties, including, without limiting the generality of the foregoing, fire, windstorm insurance, public liability, and all additional insurance or protection covering those risks, including such coverage as may be recommended for coverage by a competent consultant employed for the purpose of making such recommendation. All moneys received for loss under the insurance policies or risk management protection shall be used in making good the loss or damage in respect of which they were paid except to the extent that the property damaged or lost would be permitted to be disposed of under subsection (h) of this Section, whether by repairing the property damaged or replacing the property destroyed, and provision for making good such loss or damage or replacing the property destroyed shall be made within ninety (90) days from date of loss. The proceeds derived from any and all policies or risk management protection for public liability shall be credited to an account for payment of operation and maintenance of the Municipality System and used in paying the claims on account of which they were received.

(j) It will adopt a budget for each fiscal year of the Municipality in accordance with applicable state laws providing for payment of all sums anticipated to be due to the Agency during the Municipality's fiscal year.

(k) It will use its best efforts to obtain and maintain in effect at all times a State Water Allocation which satisfies the Municipality Requirement.

(l) It will use its best efforts to continue serving all customers of the Municipality System which are served as of the Contract Date.

SECTION 1302: Warranty Regarding Payment Obligation

The Municipality represents and warrants that payments required to be made under Article VI will constitute operation expenses of the Municipality System.

SECTION 1303: Cooperation in Construction of Agency System

The Municipality agrees to cooperate with the Agency in the Agency's construction and acquisition of easements and any easements necessary for portions of the Agency System to be located on Municipality property. The Municipality shall provide to Agency, at no charge, permanent easements on Municipal rights of way and, provided it does not interfere with the Municipality's use, other Municipal Property with no obligation upon the Agency to relocate the Agency System except at the full cost of the Municipality. The Agency shall compensate the Municipality for any taking of Municipal Property where an easement was not sufficient for the Agency's needs or where the Agency's easement materially alters the Municipality's existing use of the municipal property. The Agency shall pay for the full cost of the use of eminent domain powers of a Municipality needed for any reasonable Agency use. The Municipality shall grant the Agency access to Municipality property to the extent reasonably necessary to construct and install the Points of Delivery and the Devices.

SECTION 1304: Cooperation in Issuance of Agency Obligations.

The Municipality agrees to cooperate with the Agency in the issuance of the Agency Obligations. In connection with the issuance of Agency Obligations, the Municipality agrees to comply with all reasonable requests of the Agency and will, upon request:

- (1) Make available Municipality financial information;
 - (2) Consent to publication and distribution of Municipality financial information;
 - (3) Certify that Municipality financial information is accurate, does not contain an untrue statement of a material fact and does not omit to state a material fact necessary in order to make the statements in that information, in light of the circumstances under which they were made, not misleading;
 - (4) Make available to the Agency certified copies of official Municipality proceedings;
- and
- (5) Provide certificates to be used in a transcript of closing documents.

ARTICLE XIV DEFAULTS AND REMEDIES

This Article sets forth the rights of the Agency in the event that the Municipality fails to perform its obligation under this Agreement and the rights of the Municipality in the event that the Agency fails to perform its obligations under this Agreement.

SECTION 1401: *Defaults*

The following events or conditions shall be considered defaults of the Municipality under this Agreement:

- (a) Failure to pay when due any amounts payable under this Agreement;
- (b) Failure to purchase the Municipality Requirement from the Agency; and
- (c) Failure to perform any other obligation under this Agreement and the continuation of that failure for 30 days after written notice from the Agency of the Trustee of such failure.

SECTION 1402: Agency Remedies in Event of Municipality Default

In addition to any other remedy which may be available to the Agency at law or in equity or under this Agreement or the Agency Agreement, including any right to suspend delivery of Lake Water, the Agency shall have the following remedies in the event of default by the Municipality:

(a) In the event of a default described in Section 1401(a) the Agency (and the Trustee) shall have the right to exercise the assignment of the defaulting Municipality's water fund accounts, revenues and reserves as provided in Section 801 and to collect the late charge and interest provided in Section 610.

(b) In the event of a default described in Section 1401(b) or (c), the Agency shall have the rights to mandamus and specific performance of the Municipality's obligations to the extent allowed by law.

Election of any remedy shall not be a waiver of any other remedy.

SECTION 1403: Effect on Defaulting Municipality of Budgeting and Billing Share of Municipality Default Costs

In the event that the Municipality is in default under Section 1401(a), the obligation of the Municipality to pay the Municipality's share of the Costs shall continue to accrue, notwithstanding the fact that other Municipalities may have been billed for or may have paid shares of Municipality Default Costs as a result of the default by the Municipality. Payment of any amounts by the Municipality while in default shall be applied first to the payment of late charges, interest and overdue amounts (in that order) until those amounts are paid in full. The obligation to make payments of amounts in default, including late charges and interest, shall survive beyond the term of this Agreement until those amounts are paid.

SECTION 1404: Agency Defaults

Failure by the Agency to deliver Lake Water to the Municipality as required by this Agreement or failure of the Agency to perform any other obligation under this Agreement and the

continuation of that failure to perform for 30 days after written notice from the Municipality to the Agency of such failure shall be a default of the Agency under this Agreement, unless any such failure is excused pursuant to Section 1405.

SECTION 1405: *Force Majeure*

The Agency shall not be in default under this Agreement to the extent that it is prevented from or delayed in performance of its obligations under this Agreement by any event or condition beyond its reasonable control, including, but not limited to, strikes or other work stoppages, war, acts of civil or military authorities other than the Agency, earthquakes, tornadoes, inability of the Agency to borrow money to finance construction, maintenance or replacement of the Agency System, failure of the City of Chicago to perform its obligations under the Chicago Contract and acts of the Municipality.

SECTION 1406: *Remedies in Event of Agency Default.*

In the event of a default by the Agency under this Agreement, the Municipality may bring any action against the Agency, including an action in equity and actions for mandamus and specific performance of the Agency's obligations to the extent allowed by law, but in any event, whether or not there is an Agency default, the Municipality shall have no right to cancel or rescind this Agreement, no right to withhold payments due or to become due under this Agreement, no right to recover amounts previously paid under this Agreement and no claim on any amounts in the Revenue Fund, the Debt Service Fund, the Debt Service Reserve Fund, the Bond Anticipation Note Debt Service Fund, the General Fund or any other Funds required to be maintained as a result of other authorized borrowing. Election of any remedy shall not be a waiver of any other remedy. The Agency will issue its Bonds and Notes and undertake other authorized borrowing in specific reliance on the limitations set forth in this Section with respect to the rights of the Municipality.

ARTICLE XV
MISCELLANEOUS PROVISIONS

SECTION 1501: *Term.*

(a) This Agreement shall have a term of forty (40) years from the Contract Date.

(b) The obligation of the Agency to furnish Lake Water after the date on which any contract with a water supplier such as the City of Chicago expires shall be contingent upon the ability of the Agency to enter into an extension of that contract, enter into a replacement contract, or otherwise arrange for an alternate supply of water.

SECTION 1502: *Effective Date.*

This Agreement shall become effective on the Contract Date.

SECTION 1503: *Amendment.*

This Agreement may be amended only by written agreement between the Agency and the Municipality. Amendments shall not diminish the rights of any other Member. If the Agency should pledge or assign any of its rights under this Agreement to the Trustee in connection with the sale, issuance and payment of Agency Obligations, then this Agreement shall not be terminated, revoked, amended or modified except as provided in and permitted by the Bond Resolution so long as the Bond Resolution is in effect. The same situation shall exist with other authorized borrowing.

SECTION 1504: *Agency Cooperative Arrangements With Other Water Suppliers.*

Notwithstanding any of the provisions of this Agreement, the Agency is not prohibited by this Agreement from entering into cooperative arrangements with other suppliers of water to provide water to each other to meet their water needs, provided that these arrangements do not interfere, except in emergencies, with the delivery of Lake Water to the Municipality.

SECTION 1505: *Municipality Cooperative Arrangements With Other Water Suppliers.*

Notwithstanding any of the provisions of this Agreement, the Municipality is not prohibited by this Agreement from entering into cooperative arrangements with other suppliers of

water to provide water to each other to meet their emergency water needs. The Municipality may also receive Lake Water produced by the City of Chicago from other licensed water suppliers for purposes of testing or flushing without having to waste such Lake Water.

SECTION 1506: *Nonassignment*

Except as otherwise provided in Article VIII, this Agreement may not be assigned by either party without the written consent of the other.

SECTION 1507: *Notices*

All notices, invoices and Bills under this Agreement shall be in writing except in case of emergency and shall be delivered or mailed by first class mail, if to the Agency at:

Northwest Suburban Municipal Joint Action Water Agency
901 Wellington Avenue
Elk Grove Village, Illinois 60007
Attention: Executive Director

and if to the Municipality at:

or such other address as either the Agency or the Municipality shall designate by notice to the other. Notices shall be considered given when delivered or 3 days after being deposited in the mail or such other method as the Board of Directors shall establish.

SECTION 1508: *Miscellaneous Provisions*

(a) This Agreement supersedes all prior negotiations or understandings and is the whole agreement of the parties. There are no other oral or written agreements concerning the subject of this Agreement. This Agreement shall have no effect, however, on the Agency Agreement.

(b) This Agreement shall be governed by, and administered and interpreted in accordance with, the laws of the State of Illinois.

(c) The provisions of this Agreement shall be interpreted when possible in a manner to sustain their legality and enforceability. The unenforceability of any provision of the Agreement in a specific situation shall not affect the enforceability of that provision in another situation or the remaining provisions of the Agreement.

(d) If any part of this Agreement shall be held invalid for any reason, the remainder of this Agreement shall remain valid to the maximum extent possible.

(e) No action by either party to this Agreement other than a written statement signed by the party against whom a waiver is claimed, shall be deemed a waiver of any rights granted by this Agreement. A waiver of rights with respect to any matter arising under this Agreement shall not be deemed a waiver of any other rights under this Agreement, nor shall it be deemed a waiver of similar or identical rights with respect to any other matter.

IN WITNESS OF THIS AGREEMENT, the Agency and the Municipality have executed this Agreement this _____ day of _____, 20_____

MUNICIPALITY

By _____

Attest:

By _____

NORTHWEST SUBURBAN MUNICIPAL
JOINT ACTION WATER AGENCY

By _____

Attest:

By _____

APPENDIX I

A. Municipality's Share of Water Purchase Costs (Section 602) The Municipality's share of Water Purchase Costs for a month shall equal:

$$\frac{A}{B} \times C$$

where:

- A = the Municipality Delivered Quantity in the prior month;
- B = the sum of factor A for all Municipalities; and
- C = the Agency's Water Purchase Costs for that month.

B. Municipality's Share of Power Costs (Section 603) After the System Commencement Date, the Municipality's share of Power Costs for a month shall equal:

$$\frac{D}{E} \times F$$

where:

- D = the Municipality Delivered Quantity in the prior month;
- E = the sum of factor D for all Municipalities; and
- F = the Power Costs of the Agency for that month.

$$\frac{D}{E}$$

C. Municipality's Share of Operation and Maintenance Costs (Section 604) After the System Commencement Date, the Municipality's share of Operations and Maintenance Costs for a month shall equal:

$$\frac{G}{H} \times I$$

where:

- G = the Municipality's Total Water Use in the most recent Calendar Year completed prior to the beginning of the Current Fiscal Year;
- H = the sum factor G for all Municipalities; and

I = the Operation and Maintenance Costs for that month.

D. Municipality's Share of Equal Share Costs (Section 605(e)) The Municipality's Share of Equal Share Costs for a month shall equal:

$$J \div K = 12$$

where:

- J = the sum of designated budget line items adopted as a Schedule to the applicable Budget
- K = the number of Municipalities;

E. Municipality's Share of Under-consumption Costs (Section 606) If Section 606 is applicable, the Village's share of Under-consumption Costs for a month shall equal:

$$\frac{P}{Q} \times R$$

P = the difference between the Village Minimum Quantity and the Delivered Quantity in the most recently completed Calendar Year (but not less than zero);

Q = the of factor P for all Municipalities which is purchased less than their Minimum Quantity in the most recently completed Calendar Year, and

R = Under-consumption Costs (as defined in Section 102) for that month, if any.

F. Municipality's Share of Municipality Default Costs (Section 607) If Section 607 is applicable, the Municipality's share of Municipality Default Costs for a month shall equal:

$$\frac{S}{T} \times U$$

where:

S = the Municipality's share of Costs for the prior month, except any share of Municipality Default Costs;

T = the sum of factor S for all Municipalities not in default in their payment obligations under their Water Supply Agreement; and

U = the Municipality Default Costs for that month.

4849-8772-1554, v. 1

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: Request approval of an ordinance prohibiting the use of ground water as a potable water supply by the installation or use of potable water supply wells or by any other method at 615 W. Higgins Road, 535 W. Higgins Road and portions of Golf Road and Higgins Road (IDOT).

MEETING DATE: January 23, 2018

COMMITTEE: Public Works & Utilities

FROM: James H. Norris, Village Manager
Arthur L. Janura, Jr., Corporation Counsel

PURPOSE: Request approval of an ordinance prohibiting the use of ground water as a potable water supply by the installation of use of potable water supply wells or by any other method.

BACKGROUND: In 2009, there was a release of unleaded gasoline at the Mobil Gas Station located at 615 W. Higgins Road and also affected the properties at 535 W. Higgins Road (The Tile Shop) and portions of Golf Road & Higgins Road (IDOT). The Illinois EPA has caused the owner to undertake remediation efforts and requires this ordinance.

DISCUSSION: The owners now want to receive a "no further remediation" (NFR) designation from the Illinois EPA. Such a designation is the final step required by the IEPA and will result in the property being more economically marketable. In order for the State of Illinois to issue a no further remediation letter, it is requiring an ordinance to be passed by the Village prohibiting wells to be drilled on two lots located at Stonington and Hassell. The Village prohibits potable wells anyway due to receipt of a Lake Michigan water allocation. The Village's general prohibition of potable wells is not address/geographically specific enough for the IEPA's purposes.

RECOMMENDATION: Recommend approval of an ordinance.

Mr. James H. Norris
Village Manager
Village of Hoffman Estates
1900 Hassell Road
Hoffman Estates, Illinois 60189

Arcadis U.S., Inc.
101 Creekside Ridge Court
Suite 200
Roseville
California 95678
Tel 916 786 0320
www.arcadis.com

Subject:
**Information Supplement to Support the Request for
a Limited Area Groundwater Ordinance**
LPC #0311295043 – Cook County
615 West Higgins Road
Hoffman Estates, Illinois 60195
Leaking UST Incident No. 20091368

ENVIRONMENT

Dear Mr. Norris:

Date:
January 11, 2018

On behalf of Buchanan Energy (S), LLC ("Buchanan") Arcadis U.S., Inc. is providing this information supplement to the Village of Hoffman Estates in order to support the request for a limited area groundwater ordinance.

Contact:
James M. Jacobsen, P.G.

Property Description: Former Mobil Station #05-H4F/13275, currently identified as Buchanan Station #505, is located at 615 West Higgins Road, on the southwest corner of the Golf Road (Illinois Route 58) and Higgins Road (Illinois Route 72) intersection in Hoffman Estates, Illinois ("Site").

Phone:
916.865.3144

Email:
james.jacobsen@arcadis.com

Unleaded Gasoline Release Determination: On December 10, 2009, a release of unleaded gasoline was reported to Illinois Emergency Management Agency based on impacts detected in soil and groundwater at the Site, and incident number 20091368 was assigned to the release.

Our ref:
B0085853.3275

Remedial Action: Buchanan is performing an environmental response action at the Site consisting of assessment and a risk-based closure strategy to obtain a No Further Remediation Letter ("NFR Letter") from the Illinois Environmental Protective Agency ("Illinois EPA"). Adoption of the limited area groundwater ordinance is consistent with Illinois EPA requirements and will allow for Illinois EPA to issue the NFR Letter.

Purpose of the Limited Area Groundwater Ordinance: Adoption of the limited area groundwater ordinance will demonstrate that the groundwater in the area of the release will not be used as potable water. Groundwater is the water beneath the ground stored in the pores of soil and rock; some communities and homeowners pump this water out of wells to supply potable water. Potable means fit for human consumption including drinking, bathing, preparing food, washing dishes, and so forth. Under Illinois regulations, a local groundwater ordinance that effectively prohibits the installation and use of potable water supply wells may be used as an institutional control to allow contamination above the groundwater ingestion remediation objectives to remain in the groundwater.

Mr. Norris
January 11, 2018

An institutional control is a legal mechanism for imposing a restriction on land use. The properties that are covered by this groundwater ordinance are served by municipal water delivered to the properties by the Village of Hoffman Estates. This groundwater ordinance does not impact the ability of these properties to obtain water for potable purposes from the Village of Hoffman Estates.

Properties Included in the Ordinance:

Buchanan Station #505
615 West Higgins Road
Hoffman Estates, Illinois 60169
PIN 07-16-200-031

The Tile Shop
535 West Higgins Road
Hoffman Estates, Illinois 60169
PIN 07-16-200-038

IDOT
Portions of Golf Road (IL Route 58) and
Higgins Road (Illinois Route 72)
PIN 07-16-200-003, 07-16-200-034, and 07-16-200-085

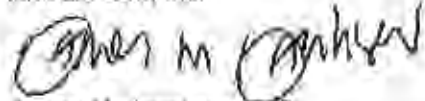
Should you have any questions regarding the Site, please contact myself or Illinois EPA, Bureau of Land project manager, Mr. Scott McGill, Illinois EPA, Bureau of Land - #24, Leaking Underground Storage Tank Section, 1021 North Grand Avenue East, Post Office Box 19276, Springfield, Illinois, 62794-9276. You may also obtain a copy of the complete Illinois EPA file by submitting a written request to the Freedom of Information Act ("FOIA") Office, Illinois EPA, Bureau of Land, 1021 North Grand Avenue East, P.O. Box 19276, Springfield, Illinois 62794-9276. When requesting a copy of the file, please reference the following:

LPC #0311295043 ~ Cook County
615 West Higgins Road
Hoffman Estates, Illinois 60169
Leaking UST Incident No. 20091368

FOIA requests may also be submitted through the Illinois EPA's webpage www.epa.state.il.us/foia.

Sincerely,

Arcadis U.S., Inc.



James M. Jacobsen, P.E.
Project Manager

Copies:
Buchanan Energy, Ms. Nichole Mallett
File

arcadis.com

IL 13276 605-180111 Buchanan Village Board Committee Summary

VILLAGE OF HOFFMAN ESTATES

**AN ORDINANCE PROHIBITING THE USE OF
GROUND WATER AS A POTABLE WATER SUPPLY
BY THE INSTALLATION OR USE OF POTABLE WATER SUPPLY
WELLS, OR BY ANY OTHER METHOD**

WHEREAS, certain properties in the Village of Hoffman Estates, Illinois have been used over a period of time for commercial/industrial purpose; and

WHEREAS, because of said use, concentrations of certain chemical constituents in the groundwater beneath certain portions of the Village of Hoffman Estates may exceed Class I groundwater quality standards for potable resource groundwater as set forth in 35 Illinois Administrative Code ("Ill. Adm. Code") 620 or Tier 1 remediation objectives as set forth in 35 Ill. Adm. Code 742; and

WHEREAS, the Village of Hoffman Estates desires to limit potential threats to human health from groundwater contamination while facilitating the redevelopment and productive use of properties that are the source of said chemical constituents;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Hoffman Estates, Cook and Kane Counties, Illinois, as follows:

Section 1: Definitions.

"Person" is any individual, partnership, co-partnership, firm, company, limited liability company, corporation, association, joint stock company, trust, estate, political subdivisions, or any other legal entity, or their legal representatives, agents or assigns.

"Potable water" is any water used for human or domestic consumption, including, but not limited to, water used for drinking, bathing, swimming, washing dishes, or preparing foods.

Section 2: Use of Groundwater as a Potable Water Supply Prohibited.

The use or attempt to use groundwater as a potable water supply from within the area depicted and legally described in Exhibit A, attached hereto and incorporated herein, by the installation or drilling of wells or by any other method is hereby prohibited. This prohibition expressly includes the Village of Hoffman Estates.

Section 3: Repealer.

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed insofar as they are in conflict with this ordinance.

Section 4: Severability.

If any provision of this ordinance or its application to any person or under any circumstances is adjudged invalid, such adjudication shall not affect the validity of the ordinance as a whole or of any portion not adjudged invalid.

Section 5: Penalties.

Any person violating the provisions of this ordinance shall be subject to a fine of up to \$500.00 for each violation.

Section 6: The Village Clerk is hereby authorized to publish this ordinance in pamphlet form.

Section 7: This Ordinance shall be in full force and effect immediately from and after its passage and approval.

PASSED THIS _____ day of _____, 2018

VOICE	A YE	NAY	ABSENT	ABSTAIN
Trustee Karen V. Mills	_____	_____	_____	_____
Trustee Anna Newell	_____	_____	_____	_____
Trustee Gary J. Pilafas	_____	_____	_____	_____
Trustee Gary G. Stanton	_____	_____	_____	_____
Trustee Michael Gaeta	_____	_____	_____	_____
Trustee Karen Arnet	_____	_____	_____	_____
President William D. McLeod	_____	_____	_____	_____

APPROVED THIS _____ DAY OF _____, 2018

Village President

ATTEST:

Village Clerk

Published in pamphlet form this _____ day of _____, 2018.



GOLF ROAD

SOUTH LINE OF GOLF ROAD (PER MOBILE'S SUBDIVISION)

HIGGINS ROAD

SOUTH LINE OF HIGGINS ROAD (PER MOBILE'S SUBDIVISION)

07-16-200-035

LOT 6
OF MOBIL'S
SUBDIVISION

07-16-200-003
"NOT INCLUDED" IN
MOBIL'S SUBDIVISION

LOT 2
OF MOBIL'S SUBDIVISION
07-16-200-031

LOT 1
OF MOBIL'S SUBDIVISION

LOT 5
OF MOBIL'S
SUBDIVISION

DIVISION

07-16-200-036

LOT 3
OF MOBIL'S SUBDIVISION

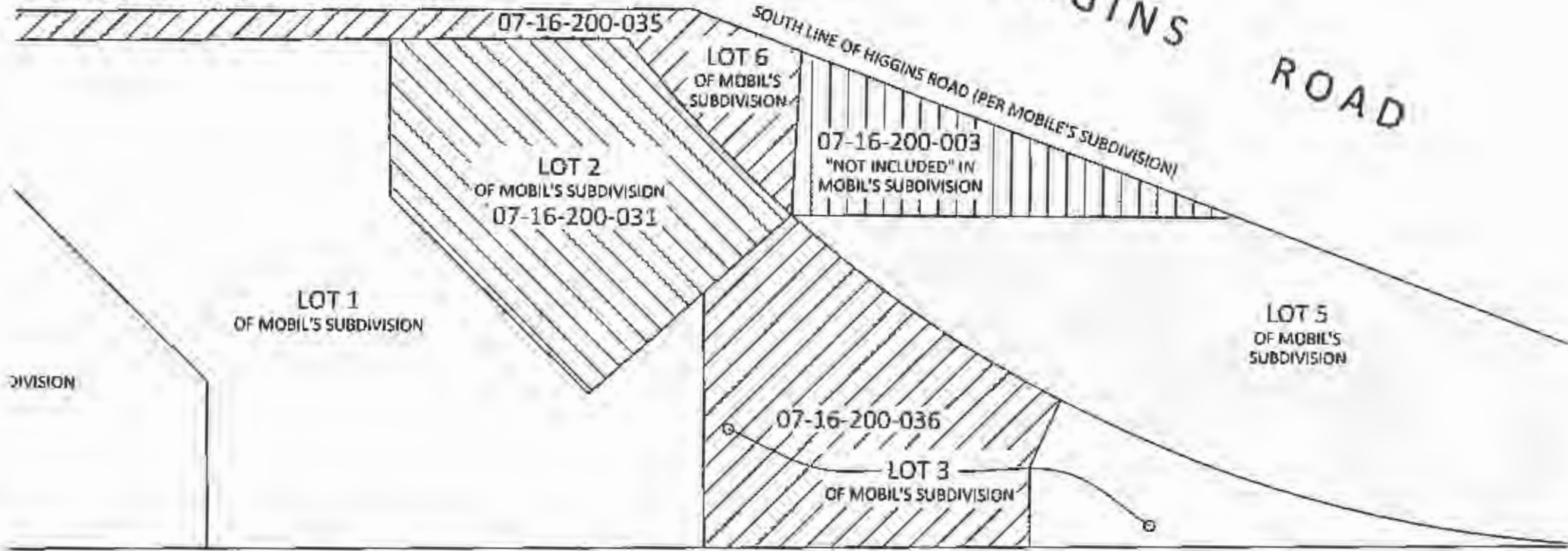


EXHIBIT A

LEGAL DESCRIPTIONS

07-16-200-031-0000

LOT 2 IN MOBIL'S SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF HOFFMAN ESTATES, RECORDED FEBRUARY 24, 1971 AS DOCUMENT NUMBER 21405415, IN COOK COUNTY, ILLINOIS.

07-16-200-036-0000

THAT PART OF LOT 3 OF MOBIL'S SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF HOFFMAN ESTATES, RECORDED FEBRUARY 24, 1971 AS DOCUMENT NUMBER 21405415, IN COOK COUNTY, ILLINOIS, LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT A POINT ON THE SOUTH LINE OF SAID LOT 3, 224.00 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 3; THENCE NORTH AT RIGHT ANGLES TO THE SOUTH LINE OF SAID LOT 3, 55.00 FEET; THENCE NORTHEASTERLY ON A LINE FORMING AN ANGLE OF 155 DEGREES 00 MINUTES 00 SECONDS, AS MEASURED COUNTER CLOCKWISE FROM THE LAST DESCRIBED LINE, 49.27 FEET, TO THE NORTHEASTERLY LINE OF SAID LOT 3.

07-16-200-034-0000

LOT 5 IN MOBIL'S SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF HOFFMAN ESTATES, RECORDED FEBRUARY 24, 1971 AS DOCUMENT NUMBER 21405415, IN COOK COUNTY, ILLINOIS.

07-16-200-035-0000

LOT 6 IN MOBIL'S SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF HOFFMAN ESTATES, RECORDED FEBRUARY 24, 1971 AS DOCUMENT NUMBER 21405415, IN COOK COUNTY, ILLINOIS.

07-16-200-003-0000

THAT PART OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERN-MOST CORNER OF LOT 5 IN MOBIL'S SUBDIVISION, RECORDED FEBRUARY 24, 1971 AS DOCUMENT NUMBER 21405415, IN COOK COUNTY, ILLINOIS; THENCE SOUTH 03 DEGREES 02 MINUTES 02 SECONDS WEST ALONG THE NORTHERLY LINE OF SAID LOT 5, 2.63 FEET THE ANGLE POINT IN SAID LOT 5; THENCE SOUTH 89 DEGREES 53 MINUTES 07 SECONDS WEST, 300.00 FEET TO THE SOUTHEAST CORNER OF LOT 6 IN SAID MOBIL'S SUBDIVISION; THENCE NORTH 03 DEGREES 02 MINUTES 02 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 6, 112.72 FEET TO THE NORTHEAST CORNER OF SAID LOT 6, SAID POINT ALSO BEING ON SOUTH LINE OF HIGGINS ROAD PER SAID MOBIL'S SUBDIVISION; THENCE SOUTH 69 DEGREES 36 MINUTES 43 SECONDS EAST, ALONG THE SOUTH LINE OF HIGGINS ROAD TO THE POINT OF BEGINNING, ALL IN THE VILLAGE OF HOFFMAN ESTATES, IN COOK COUNTY, ILLINOIS.

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: Request approval of Change Order #1 to the contract with Bolder Contractors of Cary, IL for the West Berkley Lane Storm Sewer Replacement Project in an amount of \$57,225 for a total not to exceed \$564,185.

MEETING DATE: January 22, 2018

COMMITTEE: Public Works & Utilities

FROM: Alan Wenderski

PURPOSE: Request approval of Change Order #1 to the contract with Bolder Contractors of Cary, IL for the West Berkley Lane Storm Sewer Replacement Project in an amount of \$57,225 for a total not to exceed \$564,185.

BACKGROUND: The West Berkley Lane Storm Sewer Replacement Project was awarded to Bolder Contractors. The contract amount was \$506,960 and all work has now been completed and inspected. The project was fully funded with Stormwater Utility Fee revenues. Along with the storm sewer replacement on West Berkley Lane, the budgeted line item for this project also included storm sewer improvements in the intersection of Bode Road and Washington Boulevard (constructed with the Bode/Harmon STP Resurfacing) and design and construction engineering costs (contracted with Chastain).

DISCUSSION: A summary of the extra costs associated with Change Order #1 is below.

Regrade & Restore Detention Pond Slope - \$27,067

Project plans provided for the installation of permanent erosion control measures on the slope of the detention pond at West Berkley Lane/Spring Mill Drive due to heavy erosion during overland flow storm events. The permanent erosion control measures were installed in early October. Final stabilization of the disturbed areas were awaiting completion of all sidewalk, curb & gutter, and roadway repairs on the site. On October 14th there was a substantial storm event that caused overland flow conditions and roadway ponding throughout the Village. On the evening of October 14th, a combination of high intensity rain and blockages to storm inlets, mainly due to leaves and standard fall conditions, caused overland flow conditions at West Berkley Lane/Spring Mill Drive. Since

DISCUSSION: (Continued)

final stabilization was not complete, substantial damage occurred to the recently regraded pond slope and the installed erosion control measures. Since the work was completed per plan and there was no evidence to support the contractor being at fault for the failure, the contractor was compensated for repairs of the area. Also, due to the observed damage some additional permanent erosion control measures were installed.

Adjust Sanitary Sewer Services - \$51,122

Project plans provided for the replacement of sanitary sewer services through the trench of the storm sewer on Berkley Lane in case of conflict with the new pipe excavation. The location of service connections was determined through CCTV of the sanitary main and these locations were noted on the plans. The service connections were exposed during construction and found to be in vertical conflict. The services required vertical adjustment and required excavation from the main back through the storm sewer trench and into the roadway. Though the initial locations of the connections at the main were accurate, the services ran on large skews which resulted in much larger areas of sidewalk, curb & gutter, and roadway being disturbed. The work was also much more labor intensive than originally specified requiring multiple horizontal and vertical bends to avoid conflict with the storm sewer. Though some of this work was originally accounted for in the bid, the vertical and horizontal adjustments along with substantially more roadway patching, curb & gutter, and sidewalk replacement added significant costs.

These two major changes accounted for \$78,189 in additional costs to the contract. Some other savings realized amongst other items on the contract reduced the overage, resulting in the request for Change Order #1 in the amount of \$57,225. The final project quantities have been agreed upon by the Engineer and contractor and the project costs are now final.

These changes were not reasonably foreseeable at the time of bid and are germane to the original contract. The change order has been reviewed internally and recommended for approval as presented above.

FINANCIAL IMPACT:

\$850,000 was budgeted in 2017 for the West Berkley Lane Storm Sewer Replacement Project. Included in the costs were engineering and construction of the West Berkley Lane Storm Sewer and Bode/Washington Storm Sewer (included in STP project). Including this change order the total project costs are approximately \$660,000. Budgeted Stormwater Utility Funds are available.

RECOMMENDATION:

Request approval of Change Order #1 to the contract with Bolder Contractors of Cary, IL for the West Berkley Lane Storm Sewer Replacement Project in an amount of \$57,225 for a total not to exceed \$564,185

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: Request authorization to extend 2016 contract for 2018 Brivo Hosting Fees for Village facilities to Sound Incorporated, Naperville, IL (low bid), at a cost not to exceed \$21,937.32.

MEETING DATE: January 22, 2018

COMMITTEE: Public Works & Utilities

FROM: Joseph Nebel, Director of Public Works
Paul Petrenko, Facilities Manager

PURPOSE: Extend 2018 annual contract for Brivo On-Air web based hosting fees for Village facilities.

BACKGROUND: The Village currently utilizes an access control system that is based on hardware and software from Brivo Inc. This is a cloud-hosted and cloud-managed security solution using a Software as a Service (SaaS) platform.

DISCUSSION: In the fourth quarter of 2015, the Village published a bid for the cost of hosting fees for all access controlled buildings in an effort to get the best value for the Village. Hosting fees included both monthly and annual amounts. Base bid award was to be for an annual contract beginning January 1, 2016 and ending December 31, 2016 with a Village option to award contract extension for the 2017 and/or the 2018 fiscal year. The awarded contractor would also receive preferred vendor status on service and new installations related to the access control system, readers, control panels, wiring, and programming in keeping with Village internal purchasing guidelines.

On December 2, 2015, three (3) security contractors tendered their bid. The total 2016 annual hosting fee bid results for all Village buildings were as follows:

Sound Incorporated	\$21,937.32
Red Hawk Security Systems LLC	\$29,997.96
Tyco Integrated Security	\$30,072.00

DISCUSSION (Continued):

The detailed bid tab with option years is attached at the end of this agenda for review.

The low bidder also published hourly labor rates appear to be the best value at \$120.00. They have 6 years' experience installing and maintaining Brivo On-Air products and are highly recommended by the Brivo Midwest Regional Sales Manager. As a result, staff recommended that Sound Incorporated, Naperville, IL be awarded the 2016 annual contract for the Brivo hosting fees for all Village facilities that use Brivo On-Air panels.

FINANCIAL IMPACT:

Village Brivo Hosting Fees are currently paid by a General Fund, Water Fund and SCA accounts as listed below.

2018 Budget Allocation

Fund Source	Account Name	Account Number	Amount
General	Professional Services	01404424-4507	\$16,350.00
Water	Professional Services	40406724-4507	\$ 7,000.00
General	Maintenance, Fire Stations	01404424-4518	\$ 2,000.00
Total			\$25,350.00

Not only are there sufficient funds to cover the cost of the hosting fees, but this competitive bid has appreciably reduced hosting fee costs to the Village.

RECOMMENDATION:

Request authorization to extend 2016 contract for 2018 Brivo Hosting Fees for Village facilities to Sound Incorporated, Naperville, IL (low bid), at a cost not to exceed \$21,937.32.

VILLAGE OF HOFFMAN ESTATES
 DEPARTMENT OF PUBLIC WORKS
 TABULATION OF BIDS FOR BRIVO HOSTING FEES

Bid Opening Date: December 2, 2016
 Time: 10:00 AM
 Attended by: Beverly Romanoff, Paul Petranko

Items	Sound Incorporated			Red Hawk Security Systems LLC			Tyco Integrated Security		
	Monthly	Annual	Hourly Labor	Monthly	Annual	Hourly Labor	Monthly	Annual	Hourly Labor
Bid Deposit: N/A	N/A		N/A	N/A		N/A			
Amount of Deposit Received:	N/A		N/A	N/A		N/A			
Bid Certification Form Notarized:	Yes		Yes	Yes		Yes		Yes	
Syriance Abuse Prevention Certificate:	Yes		Yes	Yes		Yes		Yes	
References Provided:	Yes		Yes	Yes		Yes		Yes	
2016 Total Hosting Fees	\$1,828.11	\$21,937.32		\$2,499.83	\$29,997.96		\$2,506.00	\$30,072.00	
2017 Total Hosting Fees	\$1,828.11	\$21,937.32		\$2,550.33	\$30,603.96		\$2,506.00	\$30,072.00	
2018 Total Hosting Fees	\$1,828.11	\$21,937.32		\$2,550.33	\$30,603.96		\$2,506.00	\$30,072.00	
Hourly Labor Rate			\$120/hr			\$130/hr			\$303/hr

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: Request authorization to waive bidding and purchase Neptune meters from Water Resources, Inc., Elgin, IL (sole supplier), at 2018 unit prices, in an amount not to exceed \$215,000.

MEETING DATE: January 22, 2018

COMMITTEE: Public Works & Utilities

FROM: Joseph Nebel, Director of Public Works
Haileng Xiao, Superintendent of Water and Sewer

PURPOSE: To provide a source for 2018 water meter purchases.

BACKGROUND: The Village has been utilizing the Neptune encoder type water meter for its revenue maintenance program and for new construction since 1981. There is only one supplier in our area providing Neptune meters, Water Resources, Inc. In the past, the meter supplier has been required by the Village to hold prices for a 12 month period, which they have; some items quoted for 2018 are the same or lower than 2017 prices. The department measures the sole supplier competitiveness by reviewing previous years' quotes.

DISCUSSION: The 2018 water meter service program is summarized as follows:

1. Continue routine and programmed residential meter maintenance program to repair and replace various size meters with meter interface units that are identified as being at, or near failure. Staff projects an additional 92 units for construction of new houses. The total estimated cost is \$180,000.
2. Continue maintenance program for large commercial compound meters. This program covers construction for commercial properties, replacement of registers, meter chambers, dual check valves, etc. Staff projects a few special sized meters ranging from 2" to 4" to be installed for new commercial properties. The estimated cost is \$14,500.

FINANCIAL IMPACT:

The total estimated cost to cover meter service program for 2018 is \$215,000. The 2018 annual budget, including the Capital Improvement Fund on meters, has sufficient amount to cover the cost.

RECOMMENDATION:

Request authorization to waive bidding and purchase Neptune meters from Water Resources, Inc., Elgin, IL (sole supplier), at 2018 unit prices, in an amount not to exceed \$215,000.

Village of Hoffman Estates, Illinois 2018 Annual Operating Budget

Account Information

Account Number: 40407523-4420
Account Name: Meters

Fund: Water & Sewer
Department: Public Works
Division: 2017 Bond Capital Projects

Account History

2014 Budget	\$ -	2015 Budget	\$ -	2016 Budget	\$ -
2014 Actual	\$ -	2015 Actual	\$ -	2016 Actual	\$ -

	2017 Budget	2017 Estimate	2018 Dept Request	2017 Carry- Over	2018 Manager Approved	2018 Financial Plan	2020 Financial Plan
Projected Expenditures							
CIP Residential New Construction Meters	-	40,000	40,000	-	40,000	50,000	50,000
CIP Meter Replacement Program <i>(part of estimate in 40406723-4420)</i>	-	-	175,000	-	175,000	175,000	-
TOTAL EXPENDITURES	-	40,000	215,000	-	215,000	225,000	50,000



December 28, 2017

Village of Hoffman Estates
2305 Pembroke Avenue
Hoffman Estates, IL 60195

Attention: Kevin McGraw

We are pleased to submit prices covering the Neptune product line for the Village of Hoffman Estates. These prices will be in effect from February 1, 2018 through January 31, 2019. It has been our pleasure serving the Village these past years and we look forward to furnishing your future meter needs.

Very Truly Yours,

Michael D. Pedone
Water Resources Inc.

MDP/jg



Village of Hoffman Estates
2018 Meter Prices

<u>Disc Meters</u>	<u>Price (Ea.)</u>
5/8x3/4" T-10 Meters E-Coder or Pro-Coder Gallons (inside set) (pit set)	\$ 105.00 \$ 145.00
5/8x3/4" T-10 Meters E-Coder or Pro-Coder/R900i Gallons (inside set) (pit set)	\$ 210.00 \$ 250.00
5/8x3/4" T-10 Meters ProRead Gallons (inside set) (pit set)	\$ 100.00 \$ 140.00
3/4" T-10 Meters E-Coder or Pro-Coder Gallons (inside set) (pit set)	\$ 150.00 \$ 190.00
3/4" T-10 Meters E-Coder or Pro-Coder/R900i Gallons (inside set) (pit set)	\$ 255.00 \$ 290.00
3/4" T-10 Meters ProRead Gallons (inside set) (pit set)	\$ 145.00 \$ 180.00
1" T-10 Meters E-Coder or Pro-Coder Gallons (inside set) (pit set)	\$ 200.00 \$ 240.00
1" T-10 Meters E-Coder or Pro-Coder/R900i Gallons (inside set) (pit set)	\$ 300.00 \$ 335.00
1" T-10 Meters ProRead Gallons (inside set) (pit set)	\$ 195.00 \$ 225.00
1 1/2" T-10 Meters E-Coder or Pro-Coder Gallons (inside set) (pit set)	\$ 410.00 \$ 440.00



1 1/2" T-10 Meters E-Coder or Pro-Coder/R900i Gallons (inside set) (pit set)	\$ 515.00 \$ 540.00
1 1/2" T-10 Meters ProRead Gallons (inside set) (pit set)	\$ 405.00 \$ 430.00
2" T-10 Meters E-Coder or Pro-Coder Gallons (inside set) (pit set)	\$ 535.00 \$ 565.00
2" T-10 Meters E-Coder or Pro-Coder/R900i Gallons (inside set) (pit set)	\$ 640.00 \$ 670.00
2" T-10 Meters ProRead Gallons (inside set) (pit set)	\$ 530.00 \$ 560.00

Compound Meters

2" Tru-Flo Compound Meters E-Coder or Pro-Coder Gallons (pit set)	\$1440.00
2" Tru-Flo Compound Meters E-Coder or Pro-Coder/R900i Gallons (pit set)	\$1640.00
2" Tru-Flo Compound Meters ProRead Gallons (pit set)	\$1430.00
3" Tru-Flo Compound Meters E-Coder or Pro-Coder Gallons (pit set)	\$1960.00
3" Tru-Flo Compound Meters E-Coder or Pro-Coder/R900i Gallons (pit set)	\$2170.00
3" Tru-Flo Compound Meters ProRead Gallons (pit set only)	\$1950.00
4" Tru-Flo Compound Meters E-Coder or Pro-Coder Gallons (pit set)	\$2630.00
4" Tru-Flo Compound Meters E-Coder or Pro-Coder/R900i Gallons (pit set)	\$2835.00
4" Tru-Flo Compound Meters ProRead Gallons (pit set only)	\$2620.00
6" Tru-Flo Compound Meters E-Coder or Pro-Coder Gallons (pit set)	\$4330.00
6" Tru-Flo Compound Meters E-Coder or Pro-Coder/R900i Gallons (pit set)	\$4535.00
6" Tru-Flo Compound Meters ProRead Gallons (pit set only)	\$4320.00



Turbine Meters

1 1/2" HPT Turbine Meters E-Coder or Pro-Coder Gallons (pit set)	\$ 555.00
1 1/2" HPT Turbine Meters E-Coder or Pro-Coder/R900i Gallons (pit set)	\$ 660.00
1 1/2" HPT Turbine Meters ProRead Gallons (pit set only)	\$ 550.00
2" HPT Turbine Meters E-Coder or Pro-Coder Gallons (pit set)	\$ 585.00
2" HPT Turbine Meters E-Coder or Pro-Coder/R900i Gallons (pit set)	\$ 695.00
2" HPT Turbine Meters ProRead Gallons (pit set only)	\$ 580.00
3" HPT Turbine Meters E-Coder or Pro-Coder Gallons (pit set)	\$ 885.00
3" HPT Turbine Meters E-Coder or Pro-Coder/R900i Gallons (pit set)	\$1000.00
3" HPT Turbine Meters ProRead Gallons (pit set only)	\$ 880.00
4" HPT Turbine Meters E-Coder or Pro-Coder Gallons (pit set)	\$1225.00
4" HPT Turbine Meters E-Coder or Pro-Coder/R900i Gallons (pit set)	\$1335.00
4" HPT Turbine Meters ProRead Gallons (pit set only)	\$1220.00
6" HPT Turbine Meters E-Coder or Pro-Coder Gallons (pit set)	\$2300.00
6" HPT Turbine Meters E-Coder or Pro-Coder/R900i Gallons (pit set)	\$2410.00
6" HPT Turbine Meters ProRead Gallons (pit set only)	\$2295.00

**Village of Hoffman Estates
2018 Meter Prices**

<u>RE MIU's</u>	<u>Price (Ea.)</u>
R900 MIU's (wall version, V4)	\$ 92.50
R900 MIU's (V4 - pit version, 6 ft wire lead)	\$ 135.00



R900 MIU's (V4 - pit version, 25 ft wire lead) \$ 140.00

UME's

2" Compound UME's E-Coder or Pro-Coder Gallons (Pit Set)	\$ 660.00
2" Compound UME's E-Coder or Pro-Coder/R900i Gallons (Pit Set)	\$ 860.00
2" Compound UME's ProRead Gallons (Pit Set Version)	\$ 650.00
3" Compound UME's E-Coder or Pro-Coder Gallons (Pit Set)	\$ 995.00
3" Compound UME's E-Coder or Pro-Coder/R900i Gallons (Pit Set)	\$ 1210.00
3" Compound UME's ProRead Gallons (Pit Set Version)	\$ 985.00
4" Compound UME's E-Coder or Pro-Coder Gallons (Pit Set)	\$ 1300.00
4" Compound UME's E-Coder or Pro-Coder/R900i Gallons (Pit Set)	\$ 1515.00
4" Compound UME's ProRead Gallons (Pit Set Version)	\$ 1290.00
6" Compound UME's E-Coder or Pro-Coder Gallons (Pit Set)	\$ 1910.00
6" Compound UME's E-Coder or Pro-Coder/R900i Gallons (Pit Set)	\$ 2120.00
6" Compound UME's ProRead Gallons (Pit Set Version)	\$ 1900.00



VILLAGE OF HOFFMAN ESTATES
DEPARTMENT OF PUBLIC WORKS
December 2017 MONTHLY REPORT
SUBMITTED TO: Public Works Committee
January 2018

Joseph Nebel
 Director of Public Works

Kelly Kerr
 Assistant Director of Public Works

MAJOR PROJECT STATUS

2017 Valve Assessment Program

Project kick-off meeting was held on October 4, 2017 with M.E. Simpson for the assessment of 700 valves. Work started on October 23, 2017. Before the end of December 576 valves located in WDA & hospital areas were exercised including 566 valves mapped with GPS coordinates determined. The concurrent leak survey covered 566 valves and 616 hydrants with a report of 12 leaks. In addition the work helped to correct incorrect as-built plans. Boxes/vaults of the completed valves have been pumped down by staff. Project is to be closed pending final report and invoice.

2017 Sanitary Sewer Rehabilitation

On March 6, 2017 the Village Board approved a contract for 2017 sanitary sewer rehabilitation with Visu-Sewer of Illinois, LLC. The first phase of the 2017 contracted work included installation of 13 manholes to replace existing lamp holes, rehabilitation of 6 leaking manholes, replacing failed and collapsed sewer sections through excavation and CIPP (Cured-In-Place Pipe) lining of approximately 19,000 feet of deteriorated sewer mains. A pre-construction meeting was held on April 7, 2017 and the construction started in the week of April 24. By November 30, 2017 the project, including added lining of the elliptical sewer at Northview Ln, is substantially completed. Details are listed as follows:

31,161 feet of sanitary sewer mains have been cleaned and inspected as preparation for lining & rehabilitation work.

Installation of 13 standard manholes to replace lamp holes

Replacement & upgrade of 10 feet of 4" sanitary sewer into 6" sewer

Rehabilitation of ten (10) manholes

Rehabilitation of 28,798 feet of sanitary sewer main by CIPP lining.

Rehabilitation of 244 feet of elliptical sewer (25"x45") at Northview Ln by CIPP.

Work is all complete for replacement of 80 feet of failed & back pitched sanitary sewer at Harmon Blvd with necessary site restoration before street reconstruction.

Work is all complete for replacement of 90 feet of severely back pitched & collapsed sanitary sewer at Washington Blvd.

Separate from the above a part of the sanitary sewer rehabilitation for 2017 is assigned to contractor for street reconstruction, Arrow Road Construction. The sewer rehabilitation completed under street re-construction includes:

Replaced five hundred (500) feet of deteriorated 8" sanitary sewer on Highland Blvd and Newport Rd.

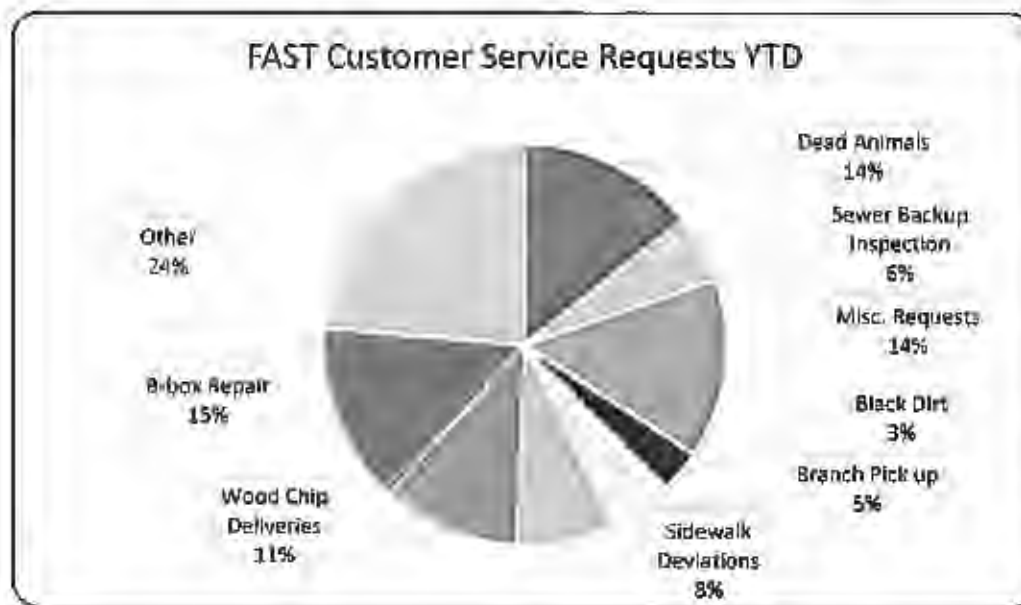
Installation of 2 standard manholes to replace lamp holes.

The project is to be closed pending review and approval final invoices.

Customer Services

Fast Action Service Team (FAST):

Fast Action Service Team (FAST)												
Customer Service Requests												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
31	35	39	69	59	75	59	71	86	120	123	108	875



Customer Service Team:

1. Flipped 4" compound meters at St. Alexis Hospital.

Customer Service Team												
Water Billing - Customer Service Appointments												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
66	56	38	28	54	62	49	77	46	54	39	37	606
Finance-generated Water Meter Readings												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
217	192	229	215	203	231	279	324	201	230	188	187	2696
Delinquent Water Accounts												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
121	114	98	79	90	110	92	100	107	109	130	99	1249
New Construction Inspections												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
3	4	4	2	2	2	7	4	6	4	2	4	44

Customer Service Requests - Gov Q&A/Meter Repairs

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
36	13	14	11	9	8	9	12	20	11	12	34	189

Meter Change-outs												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
22	14	32	8	6	6	1	34	0	0	0	0	123

B-box Repairs												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
0	0	0	0	0	0	5	6	8	3	6	1	29

Utility Locates Team:

1. Coordinated and verified restoration or grading at previous active dig sites;
2. Provided locates for ComEd contractor repairs;
3. Continued monitoring ongoing Nicor service line replacement program.

Utility Locates Team												
JULIE Locates												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
390	597	833	867	1123	948	761	975	915	921	743	402	9475

Emergency JULIE Locates												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
29	13	26	35	39	43	42	45	53	29	35	18	407

Utility Joint Meets												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
1	2	3	7	6	9	7	1	3	4	4	3	50

Facilities

1. Repaired heating system in the northeast entrance at Village Hall;
2. Coordinated installation of ADA compliant doors at the handicap lift area at Sunderlage House;
3. Repaired Alexa Room secondary duct heater at Village Hall;
4. Made temporary repair to Fire Station 22 hot water line.

Facilities												
Preventative Maintenance Program - staff hours												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
84	86	114	115	110	90	77	90	108	126	120	102	1221

Fleet Services

1. Two mechanics attended automatic transmission training at ATR Transmissions;
2. Processed and executed purchase orders for replacement portable message board unit 603 and new sidewalk snow removal tractor;
3. Painted and repurposed two Police Department wash-down vehicles for use by Community Development;
4. Completed parts inventory report for review by Finance Department.

Fleet Services												
Preventative Maintenance Program - Number of Repairs												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
24	20	32	21	27	27	21	29	25	29	13	23	291
Vehicles Sent for Warranty Repair												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
1	4	3	2	5	4	6	2	2	13	13	8	63

Forestry

1. Performed contract tree preparation (corrected inventory and gathered DBH information);
2. Performed inspections on snow fence and made necessary repairs;
3. Performed tree trimming in Hilldale Green subdivision;
4. New crew members attended sidewalk and wing plow training.

Forestry												
Customer Service Requests												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
9	16	23	53	104	74	94	51	33	48	34	6	545

Maintenance & Construction

Storm Sewer Team:

1. Provided contractor oversight for Northview storm pipe lining;
2. Performed creek flowline maintenance at various locations throughout the Village;
3. Continued required MWRD outflow checks and cleanings.

Storm Sewer Team												
Feet of Storm Sewer Flushed												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2,400	0	250	2,811	2,197	0	874	4,472	250	469	2,831	739	17,293
Catch Basin Rebuilds												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
0	0	0	0	2	4	5	7	0	3	3	0	24

Construction/Maintenance Team:

- 1) Performed annual wet-barrel fire hydrant maintenance;
- 2) Constructed debris dumping area at Public Works Center;
- 3) Performed safety inspections of previous active excavation sites awaiting restoration.

Construction/Maintenance Team												
B-box Repair/Replacement												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
1	5	6	0	5	2	8	7	3	7	11	11	66

Hydrant Repair/Replacement												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
3	0	1	3	1	1	2	4	2	0	0	1	18
Valve Repair/Replacement												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
1	2	4	2	2	0	2	2	3	2	0	1	21
Water Main/Service Line Leak Repairs												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
6	2	2	2	1	1	1	3	10	3	1	6	38

Traffic Operations

Pavement Maintenance Team:

1. Coordinated monthly tailgate, JSA, unit 50 yard-man, Fire Department rescue, wing-plow, and sidewalk snow-removal training;
2. Concluded in-house portion of 2017 Pavement Marking Program;
3. Continued providing hot asphalt for Village streets, inlets, and sanitary sewer maintenance;
4. Continued pot hole cold patching throughout Village, as needed.

Pavement Maintenance Team												
Tons of Hot Asphalt Installed												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
0.0	0.0	0.0	8.5	44.0	69.0	53.5	44.0	33.0	13.5	35.5	6.0	307.0
Tons of Cold Asphalt Installed												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
11.5	9.5	11.0	6.5	3.5	2.5	1.5	2.0	1.5	3.5	4.0	6.5	63.5

Sign Team:

1. Replaced fourteen (14) signs due to vandalism and wind damage;
2. Performed type-I sign reposting at Ridgewood Lane, New Castle Lane, Chandler Lane, and Dukessberry Lane;
3. Replaced two (2) signs due to vehicle accident;
4. Assisted Street Light Team with removal of fallen street light post and mast arm at Bode Road and Atlantic Avenue;
5. Performed traffic barricade maintenance;
6. Fabricated and installed calcium chloride tank contents sign at salt dome liquid storage area;
7. Fabricated IHSA Class 3A State Champion sign for Mayor's Office.

Sign Team												
Repaired/Replaced Signs												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
10	12	5	11	5	1	8	4	1	7	6	16	86
Signs Fabricated and Installed												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
34	126	30	57	65	88	190	166	55	50	165	109	1,135

Street Light Team:

1. Oversaw the conclusion of the Village street sweeping program;
2. Cleared tree branches obstructing street light poles and fixtures in various locations throughout the Village;
3. Installed new controller box at 3990 Whispering Trails;
4. Installed antenna and additional cable to EOC at the Public Works Center;
5. Performed cleanup and secured site for street light knockdown.

Street Light Team												
Customer Service Requests												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
3	1	11	3	6	7	4	8	9	4	3	3	62
Street Lights Repaired												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
17	28	48	44	29	47	23	64	28	21	7	11	367

Water Operations

Operations Team:

1. Performed Homeland Security generator monthly checks;
2. Installed new pump seal at Golf lift station - pump #2;
3. Held an introductory meeting with the Department's 2018 water sampling lab, Prairie Lab;
4. Pulled pump #1 at WDA lift station for a failed seal.

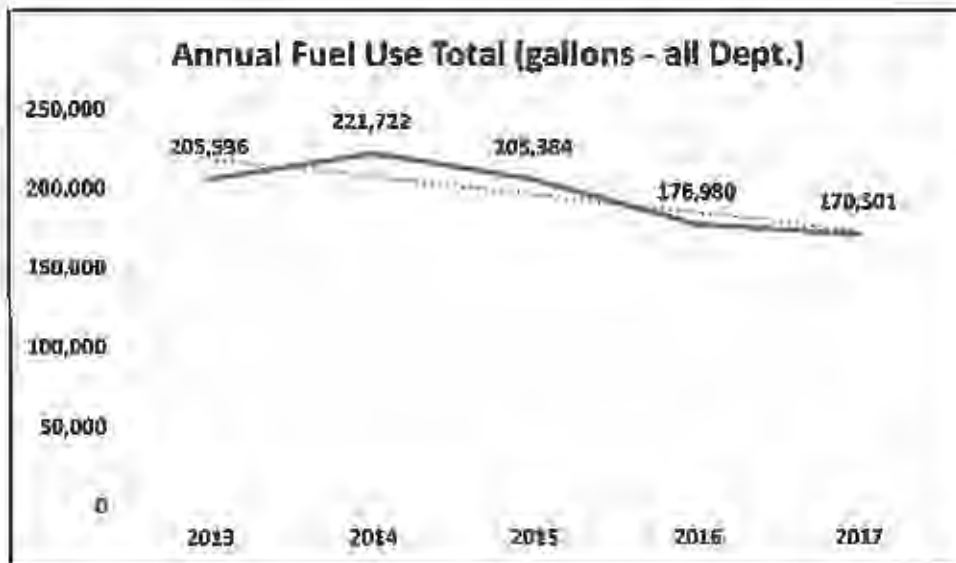
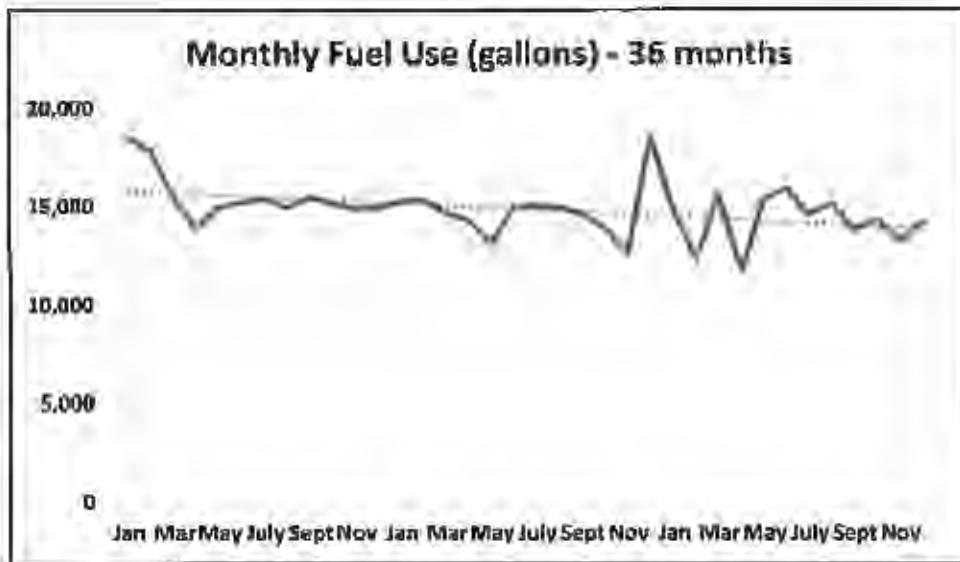
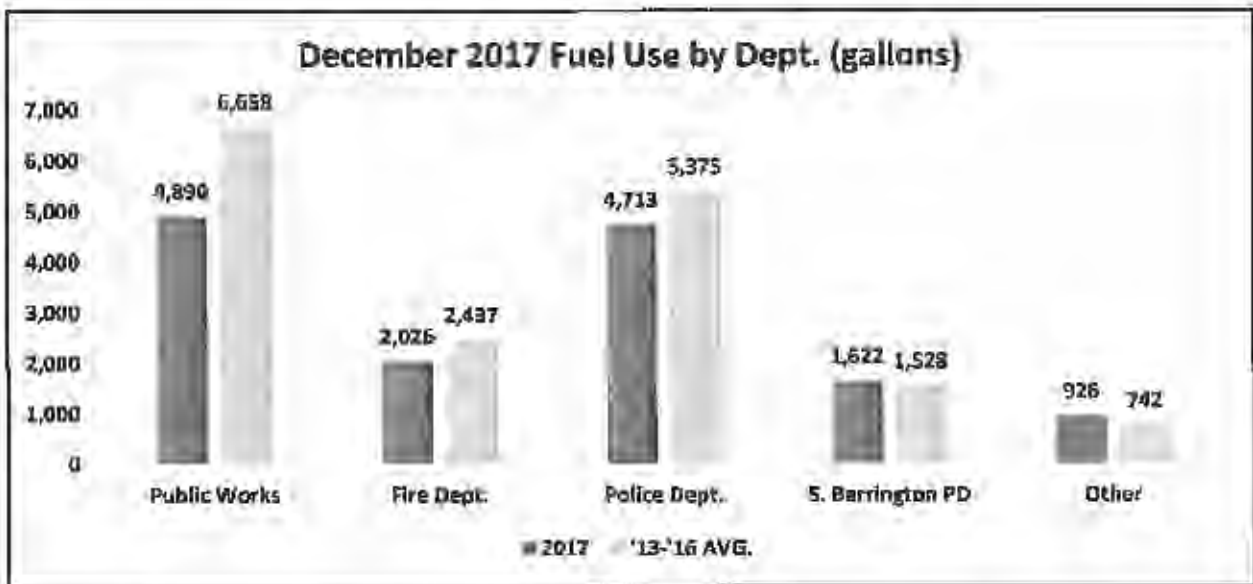
Operations Team												
Resident Water Quality Tests												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
1	2	0	4	3	1	0	0	3	2	1	3	20

Sanitary Sewer Flow Management Team:

1. Televised 20" sanitary sewer lines along Oakmont;
2. Assisted Operations Team with pump maintenance at WDA lift station, Golf lift seal replacement, and well house maintenance;
3. Cleared sewer blockage behind Brandes West shopping center;
4. Televised sanitary sewer main line on Dixon Ct. for resident;
5. Attended planning meeting for 2018 Road Reconstruction Program.

Sanitary Sewer Flow Management Team												
Sewer Lines Flushed (feet)												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
8,119	1,820	1,791	1,742	34,075	35,920	18,224	29,202	22,466	25,779	9,306	1,622	190,066
Sanitary Main Inspections (feet)												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
836	360	224	0	88	0	0	0	0	615	3,060	1,983	7,166

Fuel Use Report



**ENGINEERING REPORT OF THE
TRANSPORTATION AND ENGINEERING DIVISION
DEPARTMENT OF DEVELOPMENT SERVICES
JANUARY MONTHLY REPORT**

Attached is the Monthly Engineering Report of the Transportation and Engineering Division in the Department of Development Services for the period ending January 19, 2018.



Alan Wenderski, P.E.
Village Engineer

MISCELLANEOUS

Summary of miscellaneous items:

- 40 permit inspections
- 1 floodplain inquiry
- Received Letter of Map Amendment (LOMA) from FEMA removing the structure at 5140 Barcroft from the Special Flood Hazard Area (SFHA)
- Engineering plan review for:
 - Silesia – Parking Lot and Addition
 - Buona Beef
 - Hoffman Plaza II
- Reviewed permits for:
 - 1 – Retaining Wall
 - 1 – Paving
 - 1 – Drainage
- Plan/permit review related to residential development:
 - 11 – Permit Plats
 - 1 – Final Grading
 - 8 – Top of Foundations
 - 6 – Certificate of Occupancy

PROJECT STATUS

VILLAGE PROJECTS	
PROJECT NAME	DESCRIPTION
2017 Street Revitalization Project	Project complete. Minor punch list items to be completed in spring 2018. Village Project Manager: Marty Salerno
2018 Street Revitalization Project	Design ongoing. Target early April bid opening. Village Project Manager: Marty Salerno
Bode Road / Harmon Boulevard STP Resurfacing Project	Received approval from Cook County to complete handhole adjustment at Bode/Roselle. Work schedule for early spring. Ciorba Group is serving as construction engineer. Village Project Manager: Oscar Gomez
Hoffman Boulevard Bridge North Parapet Wall Repair Project	Railing install complete. Awaiting completion of punch list. Discussing final quantities with contractor. See attached photos of construction progress. Hampton, Lenzini, Renwick (HLR) is serving as design and construction engineer. Village Project Manager: Alan Wenderski
Oakmont Road Storm Sewer Replacement	Preliminary design work ongoing. Target July bid opening. Village Project Manager: Andy LoBosco

COMMERCIAL PROJECTS	
PROJECT NAME	DESCRIPTION
Adesa Auto Auction 5407 Trillium Boulevard	As-built drawings received and reviewed. Awaiting revisions and re-submittal. Village Project Manager: Terry White
Animal Hospital Barrington Square 2370 West Higgins Road	As-built drawings received and reviewed. Awaiting revisions and re-submittal. Village Project Manager: Terry White
Buona Beef Barrington Square 2352 West Higgins Road	Plan review comments completed for concept site plan. Village Project Manager: Alan Wenderski
Burger King Restaurant 2599 West Higgins Road	Temporary CO issued. Awaiting as-built drawings, sign-off of ROW permit from IDOT. Village Project Manager: Terry White
Culvers Prairie Stone 4665 Hoffman Boulevard	Awaiting as-built drawing revisions. Village Project Manager: Terry White
Denny's Prairie Stone Crossing 4690 Hoffman Boulevard	MWRD Final Inspection completed January 12 th . Village Project Manager: Terry White
Enclave Apartments Clubhouse 750 Salem Drive	Site work is suspended until spring. Village Project Manager: Terry White
Hoffman Plaza Higgins and Roselle 1001-1067 Roselle Road	Temporary CO issued. Awaiting as-built drawings for review. Village Project Manager: Terry White
Holiday Inn Express 5235 Prairie Stone Parkway	Project guarantee received. Preconstruction meeting held January 19 th . Village Project Manager: Terry White
Petro Auto 1300 West Higgins Road	Site work is suspended until spring. Village Project Manager: Terry White
Route 58 AutoWash 105 East Golf Road	Site work is complete. As-built drawings received and under review. Village Project Manager: Oscar Gomez
Shell – Ricky Rocket's 2590 Golf Road	Demolition work is underway. Project guarantee received. Village Project Manager: Terry White
Trumpf H90 1900 West Central Road	Awaiting as-built drawings. Village Project Manager: Terry White

RESIDENTIAL PROJECTS	
PROJECT NAME	DESCRIPTION
Airdrie Estates NE Corner of McDonough Road and Rohrssen Road	Staff has reviewed on commented permit plat submittal for Lot 2. Staff reviewed street light submittal and awaiting revisions and re-submittal. Village Project Manager: Terry White / Oscar Gomez
Amber Meadows NE Corner of Essex Drive and Beacon Pointe Drive	Multiple lots under construction. Model homes complete. Water Main & sanitary sewer installation and testing complete. Water/sewer service inspections ongoing. Street light installation ongoing. Village Project Manager: Oscar Gomez
Bergman Pointe NW Corner of Ela Road and Algonquin Road	Home building ongoing. Catalog cuts for signal work at Ela/Algonquin reviewed and approved by IDOT. Awaiting schedule for start of signal improvements. Village Project Manager: Terry White
Devonshire Woods SW Corner of Shoe Factory Road and Essex Drive	Home building ongoing. Water/sewer service inspections ongoing. Street light installation ongoing. Village Project Manager: Terry White / Oscar Gomez

Hoffman Boulevard Bridge Parapet Wall Replacement Construction Progress Photos

Existing Conditions and Demolition



Framing and Rebar Installation



Wall Complete



Railing Installed

