

AGENDA  
VILLAGE OF ROUND LAKE  
REGULAR MEETING  
November 7, 2016  
442 N. Cedar Lake Road  
7:00 P.M.

CALL TO ORDER

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. APPROVAL OF MINUTES
  - 3.1 Approve the Minutes of the Regular Meeting of October 17, 2016
4. NOTES/COMMENDATIONS/PUBLIC COMMENT
  - 4.1 Public Comment
5. CONSENT AGENDA
  - 5.1 Approve Accounts Payable in the Amount of 466,768.34
  - 5.2 Approve Payroll for the Period Ending October 16, 2016 in the Amount of \$139,026.07
  - 5.3 Approve Payroll for the Period Ending October 30, 2016 in the Amount of \$135,412.34
  - 5.4 Adopt a Resolution Approving an Estimated 2016 Tax Levy in the Amount of \$3,697,827.00
  - 5.5 Adopt a Resolution Approving a Contract with Corrpro Companies Inc. for Cathodic Protection Inspections on Two Elevated Water Storage Tanks in an Amount not to Exceed \$1,640.00
  - 5.6 Adopt a Resolution Accepting a Proposal from CDM Smith Inc. to Complete the Design Engineering for a Second CLCJAWA Receiving Station in an Amount not to Exceed \$74,450.00
  - 5.7 Adopt an Ordinance Authorizing the Disposal of Surplus Village Property
  - 5.8 Adopt a Resolution to Purchase a Village Hall Server and Seventeen (17) Computers from Paragon Micro in an Amount not to Exceed \$20,989.82 and for Labor Costs in an Amount of \$10,375.00 with Current Technologies to Provide the Installation Services.
  - 5.9 Accept the September Treasurer's Report as Presented

6. CLERK’S OFFICE

7. ADMINISTRATOR

8. FINANCE

8.1 Adopt an Ordinance Providing for the Issuance of not to Exceed \$21,600,000 Village of Round Lake, Lake County, Illinois, Lakewood Grove Special Service Areas Number One, Three and Four Special Tax Refunding Bonds, Series 2016, and Providing for the Levy of a Direct Annual Tax on Taxable Property in Such Special Service Area for the Payment of Principal and Interest on Such Bonds

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

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

9. POLICE

10. PUBLIC WORKS

10.1 Adopt a Resolution Ratifying an Invoice from Illinois Pump Inc. for Emergency Lift Station Pump Repairs at Nippersink Lift Station in an Amount not to Exceed \$1,958.18

11. COMMUNITY DEVELOPMENT

12. BUILDING AND ZONING

13. SPECIAL EVENTS

14. MAYOR’S COMMENTS

14.1 Resolution for Trustee Vacancy

14.2 Discussion of a Trustee Appointment

14.3 Proclamation for World Pancreatic Day

14.4 Mayor’s Comments

14.5 Trustee’s Comments

15. EXECUTIVE SESSION

16. ADDITIONAL BUSINESS

17. ADJOURN

MINUTES  
VILLAGE OF ROUND LAKE  
REGULAR MEETING  
October 17, 2016  
442 N. Cedar Lake Road  
7:00 P.M.

CALL TO ORDER

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

1. ROLL CALL

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

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF MINUTES

3.1 Approve the Minutes of the Regular Meeting of October 3, 2016

Motion by Trustee Foy, Seconded by Trustee Frye, to approve the Minutes of the Regular Meeting of October 3, 2016. Under discussion Trustee Frye stated he would be abstaining from the vote, the remaining board members had a unanimous voice vote; the Mayor declared the motion carried

4. NOTES/COMMENDATIONS/PUBLIC COMMENT

4.1 Public Comment  
NONE

5. CONSENT AGENDA

Motion by Trustee Kraly, seconded by Trustee Triphahn to remove item 5.2 from the Consent Agenda due to an amount correction

Motion by Trustee Foy, Seconded by Trustee Triphahn, to do an Omnibus approval on items 5.1, 5.3, 5.4, 5.5 & 5.6

Upon the call of the roll, the following voted:

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

Mayor MacGillis Declared the Motion carried

5.1 Approve Accounts Payable in the Amount of \$299,162.12

Approved – Omnibus Vote

- 5.2 Approve Payroll for the Period Ending October 2, 2016 in the Amount of \$140,342.50

Motion by Trustee Frye, Seconded by Trustee Kraly to Approve the corrected amount for Payroll for the Period Ending October 2, 2016 in the new Amount of \$140,342.49

Upon the call of the roll, the following voted:

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

Mayor MacGillis Declared the Motion carried

- 5.3 Adopt a Resolution Accepting a Proposal from Duane Blanton Plumbing, Sewer & Drainage, Inc. to Install a 1.5 inch Water Line Drop Inside the Public Works Garage at a Cost not to Exceed \$2,353.20

Approved – Omnibus Vote

- 5.4 Adopt a Resolution Accepting a Proposal from Pro Lightning Protection to Design, Furnish and Install a Complete Lightning Protection System for the Police/Public Works Building at a Cost not to Exceed \$22,580.00

Approved – Omnibus Vote

- 5.5 Adopt a Resolution Approving a Work Order from Baxter & Woodman, Inc. to provide Construction Service for the Cambridge Lift Station and Force Main Replacement Project at a Cost not to Exceed \$21,675.00

Approved – Omnibus Vote

- 5.6 Adopt a Resolution Approving Repairs to Truck #54 by the Lake County Division of Transportation Mechanics at a Cost not to Exceed \$2,455.00

Approved – Omnibus Vote

## 6. CLERK'S OFFICE

- 6.1 Ten Year Employee Recognition – Kraig Kapusinski  
Clerk Blauvelt recognized Kraig Kapusinski on behalf of the Mayor and Village Board, on his 10 year anniversary with the Village of Round Lake, presenting him with a certificate from the Village
- 6.2 Ten Year Employee Recognition – David Cheney  
Clerk Blauvelt recognized David Cheney on behalf of the Mayor and Village Board, on his 10 year anniversary with the Village of Round Lake, presenting him with a certificate from the Village

- 6.3 Trick or Treat Hours: Sunday October 30<sup>th</sup> 1:00pm-5:00pm
- 6.4 Early Voting Reminder: Monday, October 24<sup>th</sup> through Saturday, November 5<sup>th</sup>  
Hours: Monday-Friday 9:00 am to 5:00 pm; Saturday's 9:00 am to 2:00 pm
- 6.5 Holiday House Decorating Contest  
Clerk Blauvelt asked the board for their input regarding the Holiday House Decorating Contest and if it should continue this year since there had been only one resident sign up last year to participate. It was noted that with the addition of the newsletter, it might draw more interest from residents. The Board decided to place it in the newsletter and see what happens. It was also asked of the board that if the contest does move forward, they give full participation when it comes to the judging.

## 7. ADMINISTRATOR

## 8. FINANCE

Motion by Trustee Triphahn, Seconded by Trustee Kraly to do an Omnibus approval on items 8.1, 8.2 & 8.3. Under discussion, Robert Vail, from Bernardi Securities, provided the board with current market conditions as well as a 10 year history of the bonds. He did note that the market had increased slightly since he had been here last, but it will still provide savings in all three SSA funds, in both the Single Family Property and Townhome Property. Also discussed was the financing timeline and that the closing of the SSA refunding Bonds still looks to be early in December.

Upon the call of the roll, the following voted:

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

Mayor MacGillis Declared the Motion carried

- 8.1 Adopt an Ordinance Providing for the Issuance of not to Exceed \$12,400,000 Village of Round Lake, Lake County, Illinois, Lakewood Grove Special Service Area Number One Special Tax Refunding Bonds, Series 2016, and Providing for the Levy of a Direct Annual Tax on Taxable Property in Such Special Service Area for the Payment of Principal and Interest on Such Bonds

Approved – Omnibus Vote

- 8.2 Adopt an Ordinance Providing for the Issuance of not to Exceed \$3,800,000 Village of Round Lake, Lake County, Illinois, Lakewood Grove Special Service Area Number Three Special Tax Refunding Bonds, Series 2016, and Providing for the Levy of a Direct Annual Tax on Taxable Property in Such Special Service Area for the Payment of Principal and Interest on Such Bonds

Approved – Omnibus Vote

- 8.3 Adopt an Ordinance Providing for the Issuance of not to Exceed \$5,400,000 Village of Round Lake, Lake County, Illinois, Lakewood Grove Special Service Area Number Four Special Tax Refunding Bonds, Series 2016, and Providing for the Levy of a Direct Annual Tax on Taxable Property in Such Special Service Area for the Payment of Principal and Interest on Such Bonds

Approved – Omnibus Vote

9. POLICE

10. PUBLIC WORKS

11. COMMUNITY DEVELOPMENT

12. BUILDING AND ZONING

13. SPECIAL EVENTS

14. MAYOR’S COMMENTS

14.1 Northwest Lake County Whole Sewer Policy Advisory Committee – Village of Fox Lake/Lake County Update

Mayor MacGillis stated he wanted to keep the board informed on the latest developments since our last meeting. He stated it appears there is a total of between \$1.4 - \$1.8 Million dollars misappropriated funds by the Village of Fox Lake from Lake County. He also mentioned that the Sewer Policy Advisory Committee feels frustrated and reminded the Village Board that the Sewer Policy Advisory Committee has no Authority but represents the tax payers that fund everything that happens and there is a responsibility that they have. They want to have all the information they can in order to hold a special meeting and asked for special requests. Those requests are for a third party outside company hold a forensic audit, Fox Lake pays back the monies that is owed and that a retired Judge is chosen to go to mediation with it. Fox Lake is not arguing the amount owed, but the accounting principles that had been used. It was also stated this type of incident happened twice in the past, once in 1990 and the again in 1984. The next meeting is set for November 28<sup>th</sup>.

14.2 Mayor’s Comments

The Mayor spoke in regards to the display that had been set up in the board room which will be brought to the ICSC the next weekend. He also spoke about the marketing materials that will be given out showcasing the Village

14.3 Trustee’s Comments

The Trustees sent out well wishes to Trustee Newby who is in the Hospital. Public Works Director Wedoff was thanked for providing letters to residents informing them about the removal of dead trees in front of their property in the Village right away that will be taking place in the near future.

15. EXECUTIVE SESSION  
NONE

16. ADDITIONAL BUSINESS

17. ADJOURN

Trustee Triphahn moved, seconded by Trustee Foy, to adjourn. Upon a unanimous voice vote, the Mayor declared the motion carried and the meeting adjourned at 7:37 P.M.

APPROVED:

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Patricia C. Blauvelt  
Village Clerk

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Daniel MacGillis  
Village President

**VILLAGE OF ROUND LAKE**

**THE PRESIDENT AND BOARD OF TRUSTEES OF**

**THE VILLAGE OF ROUND LAKE**

**APPROVES THE ACCOUNTS PAYABLE**

**IN THE AMOUNT OF \$466,768.34**

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**Daniel A. MacGillis, Village President**

**ATTEST:**

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**Patricia C. Blauvelt, Village Clerk**

**Date: November 7, 2016**

GENERAL FUND  
 ACTIVITY FROM 10/14/2016 TO 11/03/2016

ACCOUNT #	ACCOUNT DESCRIPTION VENDOR NAME	VENDOR #	TRANSACTION DESCRIPTION	CHECK #	CHECK DATE	ITEM AMOUNT
01-00-22-22234	PRINCIPAL LIFE INS.-VOLUNTARY PLIC-SBD GRAND ISLAND	P121	VOLUNTARY LIFE-NOVEMBER	183384	11/03/16	420.27
			ACCOUNT TOTAL:			420.27
01-00-24-22500	RETIREE INSURANCE FIDELITY SECURITY LIFE-EYE MED PLIC-SBD GRAND ISLAND	F97 P121	VISION INSURANCE-OCTOBER 2016 DENTAL INSURANCE-NOVEMBER	183345 183384	11/03/16 11/03/16	4.70 131.10
			ACCOUNT TOTAL:			135.80
01-05-66-56601	MISCELLANEOUS RECEIPTS BEAUTY BANDA DACE BALAMA GOU, SHIRLY DEBBIE JONES KENT MORGAN LINDA SALEM	B156 B175 G104 J121 M195 S190	2016 COMM GARDEN REFUND 2016 COMM GARDEN REFUND 2016 COMM GARDEN REFUND 2016 COMM GARDEN REFUND 2016 COMM GARDEN REFUND 2016 COMM GARDEN REFUND	183321 183323 183346 183357 183373 183395	11/03/16 11/03/16 11/03/16 11/03/16 11/03/16 11/03/16	10.00 10.00 10.00 10.00 10.00 10.00
			ACCOUNT TOTAL:			60.00
01-20-71-67107	DENTAL INSURANCE PLIC-SBD GRAND ISLAND	P121	DENTAL INSURANCE-NOVEMBER	183384	11/03/16	502.80
			ACCOUNT TOTAL:			502.80
01-20-71-67108	VISION INSURANCE FIDELITY SECURITY LIFE-EYE MED	F97	VISION INSURANCE-OCTOBER 2016	183345	11/03/16	26.70
			ACCOUNT TOTAL:			26.70
01-20-71-67109	LIFE INSURANCE PLIC-SBD GRAND ISLAND	P121	LIFE INSURANCE-NOVEMBER	183384	11/03/16	45.72
			ACCOUNT TOTAL:			45.72
01-20-71-67110	HEALTH INSURANCE BLUE CROSS/BLUE SHIELD OF IL UMB	B19 U22	HEALTH INSURANCE-NOV HSA CONTRIBUTIONS-NOVEMBER	183324 183407	11/03/16 11/03/16	5,956.90 1,093.72
			ACCOUNT TOTAL:			7,050.62
01-20-72-67208	MEETINGS, TRAVEL, & TRAINING					

GENERAL FUND  
 ACTIVITY FROM 10/14/2016 TO 11/03/2016

ACCOUNT #	ACCOUNT DESCRIPTION VENDOR NAME	VENDOR #	TRANSACTION DESCRIPTION	CHECK #	CHECK DATE	ITEM AMOUNT
01-20-72-67208	MEETINGS, TRAVEL, & TRAINING					
	DAN MACGILLIS	M168	ICSC-TAXIS, TIPS, WATER	183370	11/03/16	34.00
	DAN MACGILLIS	M168	ICSC-MILEAGE	183370	11/03/16	69.12
	DAN MACGILLIS	M168	JAWA MTG MILEAGE	183370	11/03/16	86.40
	STEVE SHIELDS	S187	LUNCH W/MAYOR, PROSECUTOR, PC	183394	11/03/16	61.37
	WHITING & ASSOCIATES, INC.	W89	EMPLOYMENT LAW SEMINAR-SCHROFF	183410	11/03/16	225.00
	CHARTER ONE	C282	IML HOTEL, PARKING-ADMIN	183309	10/27/16	1,175.43
	CHARTER ONE	C282	IML MEALS-MAYOR, TRUSTEE, ADMIN	183309	10/27/16	512.66
	CHARTER ONE	C282	IML HOTEL-MAYOR	183309	10/27/16	1,037.43
	CHARTER ONE	C282	ICSC REGISTRATION-RODRIGUEZ	183309	10/27/16	535.00
	CHARTER ONE	C282	ICSC BOOTH	183309	10/27/16	550.00
	CHARTER ONE	C282	ICSC CHICAGO DEAL REGISTRATION	183309	10/27/16	325.00
	CHARTER ONE	C282	ICSC CREDIT-RODRIGUEZ	183309	10/27/16	-210.00
	CHARTER ONE	C282	ICSC MEMBERSHIP	183309	10/27/16	50.00
			ACCOUNT TOTAL:			4,451.41
01-20-73-77301	AUDITING EXPENSE LAUTERBACH & AMEN, LLP	L97	2017 ACTUARIAL REPORT	183369	11/03/16	2,250.00
			ACCOUNT TOTAL:			2,250.00
01-20-73-77309	VILLAGE PLANNER TESKA ASSOCIATES, INC.	T49	ICSC MATERIAL REVIEW	183404	11/03/16	75.00
			ACCOUNT TOTAL:			75.00
01-20-73-77313	LEGAL SERVICES					
	TRESSLER LLP	T110	LEGAL-SEPTEMBER 2016	183400	11/03/16	3,946.58
	TRESSLER LLP	T110	ZBA MEETINGS	183400	11/03/16	916.50
	TRESSLER LLP	T110	LEASE-VILLAGE OWNED LAND	183400	11/03/16	1,616.00
	TRESSLER LLP	T110	ROUND LAKE CONSOLIDATION	183400	11/03/16	5,476.34
	TRESSLER LLP	T110	LIQUOR-SEPTEMBER 2016	183400	11/03/16	1,462.50
			ACCOUNT TOTAL:			13,417.92
01-20-74-77430	OFFICE SUPPLIES					
	STAPLES ADVANTAGE	S165	HANGING FOLDERS	183391	11/03/16	17.37
	STAPLES ADVANTAGE	S165	PRNTR RIBBON, WITE-OUT, POST-ITS	183391	11/03/16	98.17
	STAPLES ADVANTAGE	S165	SUGAR, PAPER CLIPS, DIVIDERS, PAD	183391	11/03/16	32.11
			ACCOUNT TOTAL:			147.65
01-20-74-77440	PRINTING					

GENERAL FUND  
 ACTIVITY FROM 10/14/2016 TO 11/03/2016

ACCOUNT #	ACCOUNT DESCRIPTION VENDOR NAME	VENDOR #	TRANSACTION DESCRIPTION	CHECK #	CHECK DATE	ITEM AMOUNT
01-20-74-77440	PRINTING CLASSIC PRINTERY	C13	NAME PLATE-BAKER	183327	11/03/16	13.62
			ACCOUNT TOTAL:			13.62
01-20-77-77706	MISCELLANEOUS EXPENSE PATRICIA BLAUVELT PATRICIA BLAUVELT HYPERSTITCH, INC CHARTER ONE	B56 B56 H125 C282	RECOGNITION GC-D CHENEY RECOGNITION GC-KAPUSINSKI EMPLOYEE VRL LOGO APPAREL AUGUST FINANCE CHARGE	183326 183326 183350 183309	11/03/16 11/03/16 11/03/16 10/27/16	50.00 50.00 94.00 21.17
			ACCOUNT TOTAL:			215.17
01-20-77-77716	FIRE & POLICE COMMISSION ILLINOIS FIRE & POLICE	I1	2017 MEMBERSHIP DUES	183353	11/03/16	375.00
			ACCOUNT TOTAL:			375.00
01-20-79-77903	B&G CONTRACTS ARAMARK UNIFORM ARAMARK UNIFORM ARAMARK UNIFORM COLLEY ELEVATOR CO. COLLEY ELEVATOR CO.	A119 A119 A119 C64 C64	VH MAT SERVICE 10-25-16 VH SUPPLIES 10-25-16 VH SERVICE CHARGE 10-25-16 MARSHALL INSPCT/TEST SEMI-ANNUAL ELEVATOR INSPCT	183316 183316 183316 183338 183338	11/03/16 11/03/16 11/03/16 11/03/16 11/03/16	47.62 37.13 4.73 555.00 165.00
			ACCOUNT TOTAL:			809.48
01-20-80-88018	OFFICE EQUIPMENT KONICA MINOLTA KONICA MINOLTA PREMIER FINANCE	K33 K56	VH C454e USAGE-SEPT 2016 LEASE PAYMENT-NOVEMBER 2016	183359 183360	11/03/16 11/03/16	120.20 270.00
			ACCOUNT TOTAL:			390.20
01-20-82-88202	TELEPHONE SERVICE COMCAST CABLE	C156	INTERNET 10/21-11/20/16	183328	11/03/16	149.85
			ACCOUNT TOTAL:			149.85
01-20-91-99107	IT MAINTENANCE SERVICES CURRENT TECHNOLOGIES CURRENT TECHNOLOGIES CURRENT TECHNOLOGIES CURRENT TECHNOLOGIES	C280 C280 C280 C280	SSL MULTI-HOST CERTIFICATE BARRACUDA FIREWALL YRL SVC ONSITE MAINTENANCE 10-4-2016 FRONT DESK CABLE PATCH	183331 183331 183331 183331	11/03/16 11/03/16 11/03/16 11/03/16	229.00 1,298.00 843.75 15.74
			ACCOUNT TOTAL:			2,386.49
01-40-71-67107	DENTAL INSURANCE					

GENERAL FUND  
 ACTIVITY FROM 10/14/2016 TO 11/03/2016

ACCOUNT #	ACCOUNT DESCRIPTION VENDOR NAME	VENDOR #	TRANSACTION DESCRIPTION	CHECK #	CHECK DATE	ITEM AMOUNT
01-40-71-67107	DENTAL INSURANCE PLIC-SBD GRAND ISLAND	P121	DENTAL INSURANCE-NOVEMBER	183384	11/03/16	2,042.14
			ACCOUNT TOTAL:			2,042.14
01-40-71-67108	VISION INSURANCE FIDELITY SECURITY LIFE-EYE MED	F97	VISION INSURANCE-OCTOBER 2016	183345	11/03/16	248.41
			ACCOUNT TOTAL:			248.41
01-40-71-67109	LIFE INSURANCE PLIC-SBD GRAND ISLAND	P121	LIFE INSURANCE-NOVEMBER	183384	11/03/16	271.25
			ACCOUNT TOTAL:			271.25
01-40-71-67110	HEALTH INSURANCE BLUE CROSS/BLUE SHIELD OF IL UMB	B19 U22	HEALTH INSURANCE-NOV HSA CONTRIBUTIONS-NOVEMBER	183324 183407	11/03/16 11/03/16	31,187.19 2,916.60
			ACCOUNT TOTAL:			34,103.79
01-40-72-67202	UNIFORMS GALLS, LLC GALLS, LLC GALLS, LLC GALLS, LLC GALLS, LLC SKEETER KELL SPORTS	G2 G2 G2 G2 G2 S177	BOOTS-BELL CLOTHING, EARPHONE-KAPUSINSKI CAP, PANTS-PRUS EAR GADGET-KAPUSINSKI CAR ORGNZR, FLASHLIGHT-TINSLEY SLE CLOTHING-ARROYO	183348 183348 183348 183348 183348 183393	11/03/16 11/03/16 11/03/16 11/03/16 11/03/16 11/03/16	206.94 231.78 84.47 6.38 137.87 165.00
			ACCOUNT TOTAL:			832.44
01-40-72-67208	MEETINGS, TRAVEL, & TRAINING NORTHWESTERN UNIVERSITY TASER TRAINING ACADEMY CHARTER ONE CHARTER ONE	N16 T69 C282 C282	GRADUATION LUNCHEON RECERT TASER-STEVENS LOCK PICK SETS & BOOKLET LOCK PICK BOOKLET DISCOUNT	183379 183405 183309 183309	11/03/16 11/03/16 10/27/16 10/27/16	40.00 225.00 495.00 -74.25
			ACCOUNT TOTAL:			685.75
01-40-73-77311	VILLAGE PROSECUTOR SMITH & LaLUZERNE, LTD. SMITH & LaLUZERNE, LTD.	S43 S43	LEGAL-JULY 2016 LEGAL-SEPTEMBER 2016	183398 183398	11/03/16 11/03/16	3,265.00 3,706.25
			ACCOUNT TOTAL:			6,971.25
01-40-74-77402	AMMO / GUNS					

GENERAL FUND  
 ACTIVITY FROM 10/14/2016 TO 11/03/2016

ACCOUNT #	ACCOUNT DESCRIPTION VENDOR NAME	VENDOR #	TRANSACTION DESCRIPTION	CHECK #	CHECK DATE	ITEM AMOUNT
01-40-74-77402	AMMO / GUNS KIESLER'S POLICE SUPPLY, INC	K78	AMMUNITION	183362	11/03/16	551.80
			ACCOUNT TOTAL:			551.80
01-40-74-77430	OFFICE SUPPLIES QUILL CORPORATION	Q2	LABELS, STAPLES, BINDER CLIPS	183386	11/03/16	80.48
	QUILL CORPORATION	Q2	2017 CALENDAR, COVER	183386	11/03/16	41.07
	CHARTER ONE	C282	INTEROFFICE ENVELOPES	183309	10/27/16	73.84
			ACCOUNT TOTAL:			195.39
01-40-74-77434	OPERATING SUPPLIES EVIDENT	E33	EVIDENCE TUBES	183341	11/03/16	183.75
	GALLS, LLC	G2	NARCO POUCH (2)	183348	11/03/16	52.04
			ACCOUNT TOTAL:			235.79
01-40-74-77440	PRINTING CLASSIC PRINTERY	C13	BUSINESS CARDS-GILLETTE	183327	11/03/16	60.00
	CLASSIC PRINTERY	C13	BUSINESS CARDS-GILLETTE	183327	11/03/16	30.00
			ACCOUNT TOTAL:			90.00
01-40-75-77503	ANIMAL CONTROL LAKE COUNTY ANIMAL CARE &	L7	SHELTER AND TRANSPORT 06/2016	183366	11/03/16	40.00
			ACCOUNT TOTAL:			40.00
01-40-75-77505	CENCOM CENCOM E 9-1-1	C3	OPERATIONS AND RENT-NOV	183332	11/03/16	24,010.00
	IRON HORSE GRILL	I32	PRISONER MEALS 04/02-10/08/16	183356	11/03/16	201.60
			ACCOUNT TOTAL:			24,211.60
01-40-75-77511	PUBLICATIONS & SUBSCRIPTIONS LEXISNEXIS RISK SOLUTIONS	L38	CONTRACT FEE-AUGUST 2016	183365	11/03/16	30.00
	TRANS UNION RISK & ALTERNATIVE	T130	FINANCIAL CRIME INVESTIGATION	183401	11/03/16	18.50
			ACCOUNT TOTAL:			48.50
01-40-77-77706	MISCELLANEOUS EXPENSE JP MORGAN CHASE BANK, N.A.	J39	SUBPOENA PROCESSING	183358	11/03/16	55.70

GENERAL FUND  
 ACTIVITY FROM 10/14/2016 TO 11/03/2016

ACCOUNT #	ACCOUNT DESCRIPTION VENDOR NAME	VENDOR #	TRANSACTION DESCRIPTION	CHECK #	CHECK DATE	ITEM AMOUNT
01-40-77-77706	MISCELLANEOUS EXPENSE LEXISNEXIS RISK SOLUTIONS	L38	48 REAL-TIME PHONE SEARCHES	183365	11/03/16	24.00
			ACCOUNT TOTAL:			79.70
01-40-79-77901	B&G MAINTENANCE ACE HARDWARE	A4	PICTURE HANGERS, DEODORIZER	183319	11/03/16	41.36
	QUILL CORPORATION	Q2	HAND SOAP	183386	11/03/16	65.99
	QUILL CORPORATION	Q2	MULTIFOLD TOWELS	183386	11/03/16	191.92
	QUILL CORPORATION	Q2	BATH TISSUE, TRASH BAGS	183386	11/03/16	112.77
			ACCOUNT TOTAL:			412.04
01-40-79-77903	B&G CONTRACTS ARAMARK UNIFORM	A119	PD MAT SERVICE 10-13-16	183316	11/03/16	14.94
	ARAMARK UNIFORM	A119	PD MAT SERVICE 10-27-16	183316	11/03/16	14.94
	EMERSON NETWORK POWER	M180	ANNUAL PREVENTATIVE MAINT	183371	11/03/16	3,600.00
			ACCOUNT TOTAL:			3,629.88
01-40-80-88018	OFFICE EQUIPMENT KONICA MINOLTA	K33	PD C454e USAGE-SEPT 2016	183359	11/03/16	175.00
	KONICA MINOLTA PREMIER FINANCE	K56	LEASE PAYMENT-NOVEMBER 2016	183360	11/03/16	270.00
			ACCOUNT TOTAL:			445.00
01-40-80-88024	VEHICLE EQUIPMENT ACE HARDWARE	A4	ELECTRIC TAPE, BULB	183319	11/03/16	19.76
	KUSTOM SIGNALS, INC.	K6	RADAR MOUNTS	183361	11/03/16	134.00
	LONE STAR PRODUCTS & EQUIPMENT	L105	INTERIOR LIGHTBAR #50 (2)	183364	11/03/16	1,018.45
			ACCOUNT TOTAL:			1,172.21
01-40-82-88202	TELEPHONE SERVICE COMCAST CABLE	C156	INTERNET 10/29-11/28/16	183328	11/03/16	74.93
			ACCOUNT TOTAL:			74.93
01-40-84-88404	VEHICLE REPAIRS CDW GOVERNMENT, INC.	C34	PANASONIC POWER ADAPTER #51	183333	11/03/16	139.41
	CDW GOVERNMENT, INC.	C34	PANASONIC POWER ADAPTER #52	183333	11/03/16	139.42
	HAVEY COMMUNICATIONS, INC.	H42	SIREN/LIGHT CONTROL SYSTEM #52	183352	11/03/16	543.90
			ACCOUNT TOTAL:			822.73
01-40-84-88406	VEHICLE MAINTENANCE					

GENERAL FUND  
 ACTIVITY FROM 10/14/2016 TO 11/03/2016

ACCOUNT #	ACCOUNT DESCRIPTION VENDOR NAME	VENDOR #	TRANSACTION DESCRIPTION	CHECK #	CHECK DATE	ITEM AMOUNT
01-40-84-88406	VEHICLE MAINTENANCE ACE HARDWARE	A4	CABLE TIES	183319	11/03/16	7.19
			ACCOUNT TOTAL:			7.19
01-60-71-67107	DENTAL INSURANCE PLIC-SBD GRAND ISLAND	P121	DENTAL INSURANCE-NOVEMBER	183384	11/03/16	381.34
			ACCOUNT TOTAL:			381.34
01-60-71-67108	VISION INSURANCE FIDELITY SECURITY LIFE-EYE MED	F97	VISION INSURANCE-OCTOBER 2016	183345	11/03/16	39.02
			ACCOUNT TOTAL:			39.02
01-60-71-67109	LIFE INSURANCE PLIC-SBD GRAND ISLAND	P121	LIFE INSURANCE-NOVEMBER	183384	11/03/16	41.56
			ACCOUNT TOTAL:			41.56
01-60-71-67110	HEALTH INSURANCE BLUE CROSS/BLUE SHIELD OF IL UMB	B19 U22	HEALTH INSURANCE-NOV HSA CONTRIBUTIONS-NOVEMBER	183324 183407	11/03/16 11/03/16	4,608.34 364.58
			ACCOUNT TOTAL:			4,972.92
01-60-72-67202	UNIFORMS CUTLER WORKWEAR CUTLER WORKWEAR CUTLER WORKWEAR	C159 C159 C159	PANTS-MILLER PW SWEATSHIRTS (20) PW HATS (7)	183329 183329 183329	11/03/16 11/03/16 11/03/16	21.59 300.50 32.82
			ACCOUNT TOTAL:			354.91
01-60-72-67204	DUES & MEMBERSHIPS MID-WEST TRUCKERS ASSOCIATION	M79	ANNUAL RANDOM TESTING 2017	183376	11/03/16	224.00
			ACCOUNT TOTAL:			224.00
01-60-74-77430	OFFICE SUPPLIES CLASSIC PRINTERY	C13	LEAVE REQUEST FORMS	183327	11/03/16	46.00
			ACCOUNT TOTAL:			46.00
01-60-75-77539	STREET SWEEPING					

GENERAL FUND  
 ACTIVITY FROM 10/14/2016 TO 11/03/2016

ACCOUNT #	ACCOUNT DESCRIPTION VENDOR NAME	VENDOR #	TRANSACTION DESCRIPTION	CHECK #	CHECK DATE	ITEM AMOUNT
01-60-75-77539	STREET SWEEPING TKG ENVIRONMENTAL SERVICES	T170	MUNICIPAL STREET SWEEPING	183402	11/03/16	3,822.50
			ACCOUNT TOTAL:			3,822.50
01-60-79-77903	B&G CONTRACTS ARAMARK UNIFORM	A119	PW MAT SERVICE 10-13-16	183316	11/03/16	6.34
	ARAMARK UNIFORM	A119	PW SERVICE CHARGE 10-13-16	183316	11/03/16	0.64
	ARAMARK UNIFORM	A119	PW MAT SERVICE 10-27-16	183316	11/03/16	6.34
	ARAMARK UNIFORM	A119	PW SERVICE CHARGE 10-27-16	183316	11/03/16	0.64
			ACCOUNT TOTAL:			13.96
01-60-79-77905	B&G REPAIRS FISCHER BROS. FRESH CONCRETE	F6	CONCRETE-CURB/SIDEWALKS	183344	11/03/16	646.50
	PETER BAKER & SON CO.	P102	PATCHING MATERIAL	183383	11/03/16	465.12
			ACCOUNT TOTAL:			1,111.62
01-60-79-77907	B & G BUILDING SUPPLIES ACE HARDWARE	A4	WEED KILLER,PAINT,GRBG BAGS	183319	11/03/16	541.42
	FAIRFIELD MATERIAL/SUPPLY INC.	F2	TOP SOIL-PARK RD TURN AROUND	183343	11/03/16	141.96
	FAIRFIELD MATERIAL/SUPPLY INC.	F2	TOP SOIL-PARK RD TURN AROUND	183343	11/03/16	78.78
	FAIRFIELD MATERIAL/SUPPLY INC.	F2	TOP SOIL-PARK RD TURN AROUND	183343	11/03/16	81.00
	FAIRFIELD MATERIAL/SUPPLY INC.	F2	TOP SOIL-PARK RD TURN AROUND	183343	11/03/16	27.00
	FAIRFIELD MATERIAL/SUPPLY INC.	F2	TOP SOIL-PARK RD TURN AROUND	183343	11/03/16	108.00
	FAIRFIELD MATERIAL/SUPPLY INC.	F2	TOP SOIL-PARK RD TURN AROUND	183343	11/03/16	108.00
	LAWSON PRODUCTS, INC.	L72	NUTS AND BOLTS	183367	11/03/16	70.70
	LURVEY LANDSCAPE SUPPLY	L86	CHEYENNE PRIVET	183368	11/03/16	26.50
	LURVEY LANDSCAPE SUPPLY	L86	GRAVEL-PARK RD	183368	11/03/16	92.00
	MCCANN INDUSTRIES, INC.	M91	MORTAR-CURB REPAIRS	183377	11/03/16	123.20
	RICMAR INDUSTRIES, INC.	R11	CAUTION TAPE,TRUCK WASH	183389	11/03/16	111.88
			ACCOUNT TOTAL:			1,510.44
01-60-80-88002	SAFETY EQUIPMENT USA BLUE BOOK	U21	HI-VISIBILITY EARMUFFS	183406	11/03/16	35.53
			ACCOUNT TOTAL:			35.53
01-60-80-88024	VEHICLE EQUIPMENT R.A. ADAMS ENTERPRISES INC.	A6	PLOW PARTS #47	183320	11/03/16	168.87
	HERMAN BROTHERS	H3	PRO BLADE ASSEMBLY #47	183351	11/03/16	1,013.50

GENERAL FUND  
 ACTIVITY FROM 10/14/2016 TO 11/03/2016

ACCOUNT #	ACCOUNT DESCRIPTION VENDOR NAME	VENDOR #	TRANSACTION DESCRIPTION	CHECK #	CHECK DATE	ITEM AMOUNT
01-60-80-88024	VEHICLE EQUIPMENT HERMAN BROTHERS	H3	A-FRAME #47	183351	11/03/16	392.71
			ACCOUNT TOTAL:			1,575.08
01-60-82-88202	TELEPHONE SERVICE COMCAST CABLE	C156	INTERNET 10/29-11/28/16	183328	11/03/16	37.46
			ACCOUNT TOTAL:			37.46
01-60-82-88216	STREET LIGHTS - ELECTRICAL COMED	C500	ELECTRIC 09/19-10/18/16	183336	11/03/16	37.00
	COMED	C500	ELECTRIC 09/15-10/14/16	183336	11/03/16	43.35
	COMED	C500	ELECTRIC 09/28-10/27/16	183336	11/03/16	7.55
	COMED	C500	ELECTRIC 09/21-10/20/16	183336	11/03/16	42.73
	COMED	C500	ELECTRIC 09/16-10/17/16	183336	11/03/16	5,000.07
	COMED	C500	ELECTRIC 09/16-10/17/16	183336	11/03/16	74.95
	COMED	C500	ELECTRIC 09/16-10/17/16	183336	11/03/16	1,496.05
	COMED	C500	ELECTRIC 09/28-10/27/16	183336	11/03/16	7.55
			ACCOUNT TOTAL:			6,709.25
01-60-84-88404	VEHICLE REPAIRS A TIRE COUNTY SERVICE	A1	TEMP SENSOR/COOLANT #53	183314	11/03/16	31.48
	A TIRE COUNTY SERVICE	A1	FRONT WHEEL ALIGN #45	183314	11/03/16	46.69
	A TIRE COUNTY SERVICE	A1	TIRES, ALIGNMENT #40	183314	11/03/16	361.83
	R.A. ADAMS ENTERPRISES INC.	A6	TRUCK BED REPAIR #50	183320	11/03/16	63.50
	CARQUEST AUTO PARTS	C55	2 BATTERIES #57	183337	11/03/16	148.90
	CARQUEST AUTO PARTS	C55	2 CORE RETURNS	183337	11/03/16	-27.00
			ACCOUNT TOTAL:			625.40
01-60-84-88405	EQUIPMENT REPAIRS ACE HARDWARE	A4	CONNECTOR 7 POLE-RL11	183319	11/03/16	8.54
	GROWER EQUIPMENT & SUPPLY	G8	WEED WHIPPER BLADE KIT	183349	11/03/16	60.85
	GROWER EQUIPMENT & SUPPLY	G8	SNOWBLOWER TUNE UP KITS	183349	11/03/16	18.98
	RUSSO POWER EQUIPMENT	R102	HEDGE TRIMMER REPAIR PARTS	183387	11/03/16	55.76
	RUSSO POWER EQUIPMENT	R102	HEDGE TRIMMER PARTS REFUND	183387	11/03/16	-28.05
	RUSSO POWER EQUIPMENT	R102	CHAIN SAW, TRIMMER REPAIRS	183387	11/03/16	172.92
	STANDARD INDUSTRIAL & AUTO EQP	S112	PRESSURE WASHER SERVICE CALL	183390	11/03/16	115.00
	STANDARD EQUIPMENT CO.	S172	VACTOR #57	183392	11/03/16	280.45
	WEST SIDE EXCHANGE	W50	HYDRAULIC LINES RL#1	183409	11/03/16	371.87
	WEST SIDE EXCHANGE	W50	JD544J WHEEL LOAD REPAIR RL#7	183409	11/03/16	788.01
			ACCOUNT TOTAL:			1,844.33
01-60-84-88406	VEHICLE MAINTENANCE					

GENERAL FUND  
 ACTIVITY FROM 10/14/2016 TO 11/03/2016

ACCOUNT #	ACCOUNT DESCRIPTION VENDOR NAME	VENDOR #	TRANSACTION DESCRIPTION	CHECK #	CHECK DATE	ITEM AMOUNT
01-60-84-88406	VEHICLE MAINTENANCE					
	A TIRE COUNTY SERVICE	A1	OIL CHANGE #53	183314	11/03/16	34.98
	A TIRE COUNTY SERVICE	A1	OIL CHANGE/LUBE CHASSIS #50	183314	11/03/16	32.73
	A TIRE COUNTY SERVICE	A1	OIL CHANGE/AIR FILTER #45	183314	11/03/16	42.37
	BENNY'S SERVICE CENTER, INC.	B42	SEPTEMBER SAFETY STICKERS	183325	11/03/16	58.75
			ACCOUNT TOTAL:			168.83
01-60-91-99105	NETWORK REPAIRS					
	CURRENT TECHNOLOGIES	C280	KILARSKI SPACE INCREASE	183331	11/03/16	31.25
			ACCOUNT TOTAL:			31.25
01-60-91-99107	IT MAINTENANCE SERVICES					
	CHARTER ONE	C282	FLEET MAINT PRO SOFTWARE	183309	10/27/16	269.00
			ACCOUNT TOTAL:			269.00
01-60-92-99214	STORM SEWER MAINTENANCE					
	ACE HARDWARE	A4	STORM DRAIN GRASS SEED	183319	11/03/16	35.99
	FISCHER BROS. FRESH CONCRETE	F6	CONCRETE-STORM SEWERS	183344	11/03/16	146.00
	LURVEY LANDSCAPE SUPPLY	L86	GRASS SEED,FABRIC,STAPLES	183368	11/03/16	270.95
			ACCOUNT TOTAL:			452.94
01-70-71-67107	DENTAL INSURANCE					
	PLIC-SBD GRAND ISLAND	P121	DENTAL INSURANCE-NOVEMBER	183384	11/03/16	173.13
			ACCOUNT TOTAL:			173.13
01-70-71-67108	VISION INSURANCE					
	FIDELITY SECURITY LIFE-EYE MED	F97	VISION INSURANCE-OCTOBER 2016	183345	11/03/16	23.16
			ACCOUNT TOTAL:			23.16
01-70-71-67109	LIFE INSURANCE					
	PLIC-SBD GRAND ISLAND	P121	LIFE INSURANCE-NOVEMBER	183384	11/03/16	35.63
			ACCOUNT TOTAL:			35.63
01-70-71-67110	HEALTH INSURANCE					
	BLUE CROSS/BLUE SHIELD OF IL	B19	HEALTH INSURANCE-NOV	183324	11/03/16	2,915.08
			ACCOUNT TOTAL:			2,915.08
01-70-72-67208	MEETINGS, TRAVEL, & TRAINING					

GENERAL FUND  
 ACTIVITY FROM 10/14/2016 TO 11/03/2016

ACCOUNT #	ACCOUNT DESCRIPTION VENDOR NAME	VENDOR #	TRANSACTION DESCRIPTION	CHECK #	CHECK DATE	ITEM AMOUNT
01-70-72-67208	MEETINGS, TRAVEL, & TRAINING N.W.B.O.C.A.	N33	NWBOCA 2016 FALL SCHL-DONOVAN	183312	10/27/16	160.00
			ACCOUNT TOTAL:			160.00
01-70-73-77305	BUILDING INSPECTION SERVICES					
	THOMPSON ELEVATOR SERVICE	T3	H001208-442 CEDAR LAKE RD	183403	11/03/16	43.00
	THOMPSON ELEVATOR SERVICE	T3	H016148-906 HART RD	183403	11/03/16	43.00
	THOMPSON ELEVATOR SERVICE	T3	H013751-409 NIPPERSINK	183403	11/03/16	43.00
	THOMPSON ELEVATOR SERVICE	T3	H017937-205 WASHINGTON	183403	11/03/16	43.00
	THOMPSON ELEVATOR SERVICE	T3	L001551-1229 W IL RT 34	183403	11/03/16	43.00
			ACCOUNT TOTAL:			215.00
01-70-74-77440	PRINTING CLASSIC PRINTERY	C13	NAME PLATE-BOYK	183327	11/03/16	13.63
			ACCOUNT TOTAL:			13.63
01-70-91-99105	NETWORK REPAIRS CURRENT TECHNOLOGIES	C280	DONOVAN/SWENSEN, BS&A	183331	11/03/16	156.25
			ACCOUNT TOTAL:			156.25
			GENERAL FUND			138,054.71

CAPITAL PROJECTS FUND  
ACTIVITY FROM 10/14/2016 TO 11/03/2016

ACCOUNT #	ACCOUNT DESCRIPTION VENDOR NAME	VENDOR #	TRANSACTION DESCRIPTION	CHECK #	CHECK DATE	ITEM AMOUNT
35-20-88-88801	OTHER ENHANCEMENTS SOIL AND MATERIAL CONSULTANTS	S24	SIDEWALK REPLACEMENT PROGRAM	183397	11/03/16	570.00
						-----
						ACCOUNT TOTAL: 570.00
						-----
						CAPITAL PROJECTS FUND 570.00
						=====

WATER/SEWER FUND  
 ACTIVITY FROM 10/14/2016 TO 11/03/2016

ACCOUNT #	ACCOUNT DESCRIPTION VENDOR NAME	VENDOR #	TRANSACTION DESCRIPTION	CHECK #	CHECK DATE	ITEM AMOUNT
50-60-71-67107	DENTAL INSURANCE PLIC-SBD GRAND ISLAND	P121	DENTAL INSURANCE-NOVEMBER	183384	11/03/16	563.96
			ACCOUNT TOTAL:			563.96
50-60-71-67108	VISION INSURANCE FIDELITY SECURITY LIFE-EYE MED	F97	VISION INSURANCE-OCTOBER 2016	183345	11/03/16	49.48
			ACCOUNT TOTAL:			49.48
50-60-71-67109	LIFE INSURANCE PLIC-SBD GRAND ISLAND	P121	LIFE INSURANCE-NOVEMBER	183384	11/03/16	67.16
			ACCOUNT TOTAL:			67.16
50-60-71-67110	HEALTH INSURANCE BLUE CROSS/BLUE SHIELD OF IL UMB	B19 U22	HEALTH INSURANCE-NOV HSA CONTRIBUTIONS-NOVEMBER	183324 183407	11/03/16 11/03/16	5,895.19 729.15
			ACCOUNT TOTAL:			6,624.34
50-60-72-67202	UNIFORMS CUTLER WORKWEAR CUTLER WORKWEAR CUTLER WORKWEAR	C159 C159 C159	PANTS-MILLER PW SWEATSHIRTS (20) PW HATS (7)	183329 183329 183329	11/03/16 11/03/16 11/03/16	21.59 300.50 32.81
			ACCOUNT TOTAL:			354.90
50-60-72-67204	DUES & MEMBERSHIPS MID-WEST TRUCKERS ASSOCIATION	M79	ANNUAL RANDOM TESTING 2017	183376	11/03/16	224.00
			ACCOUNT TOTAL:			224.00
50-60-73-77313	LEGAL SERVICES TRESSLER LLP	T110	LEGAL-SEPTEMBER 2016	183400	11/03/16	1,315.53
			ACCOUNT TOTAL:			1,315.53
50-60-74-77430	OFFICE SUPPLIES CLASSIC PRINTERY	C13	LEAVE REQUEST FORMS	183327	11/03/16	46.00
			ACCOUNT TOTAL:			46.00
50-60-75-77547	WATER SAMPLES					

WATER/SEWER FUND  
 ACTIVITY FROM 10/14/2016 TO 11/03/2016

ACCOUNT #	ACCOUNT DESCRIPTION VENDOR NAME	VENDOR #	TRANSACTION DESCRIPTION	CHECK #	CHECK DATE	ITEM AMOUNT
50-60-75-77547	WATER SAMPLES					
	MCHENRY ANALYTICAL WATER	M97	WATER SAMPLE 16I0718 09-07-16	183378	11/03/16	45.00
	SUBURBAN LABORATORIES, INC.	S20	COLIFORM SAMPLE #1609512	183396	11/03/16	106.00
	SUBURBAN LABORATORIES, INC.	S20	COLIFORM SAMPLE #1609715	183396	11/03/16	97.00
	SUBURBAN LABORATORIES, INC.	S20	HALOACETIC ACID #1609513	183396	11/03/16	70.00
			ACCOUNT TOTAL:			318.00
50-60-79-77901	B&G MAINTENANCE					
	ACE HARDWARE	A4	PAINT BRUSHES, TRAY, TAPE, ROLLER	183319	11/03/16	87.21
			ACCOUNT TOTAL:			87.21
50-60-79-77903	B&G CONTRACTS					
	ARAMARK UNIFORM	A119	PW MAT SERVICE 10-13-16	183316	11/03/16	6.34
	ARAMARK UNIFORM	A119	PW SERVICE CHARGE 10-13-16	183316	11/03/16	0.63
	ARAMARK UNIFORM	A119	PW MAT SERVICE 10-27-16	183316	11/03/16	6.34
	ARAMARK UNIFORM	A119	PW SERVICE CHARGE 10-27-16	183316	11/03/16	0.63
	A ALFA PLUMBING & SEWER	A126	ANNUAL BACKFLOW TESTING	183317	11/03/16	885.00
			ACCOUNT TOTAL:			898.94
50-60-79-77905	B&G REPAIRS					
	ACE HARDWARE	A4	STRAIGHT SCREW EXTRACTOR	183319	11/03/16	35.98
	MID AMERICAN WATER OF WAUCONDA	M25	PVC PIPE-CEDAR LAKE RD	183375	11/03/16	345.00
	OVERHEAD DOOR CO.	O6	ENTRANCE DOORS/FRAMES-WELL #3	183382	11/03/16	4,340.00
			ACCOUNT TOTAL:			4,720.98
50-60-79-77907	B&G SUPPLIES					
	ACE HARDWARE	A4	MALLET, SCRAPER, STRIPPER, MASK	183319	11/03/16	270.06
	INDUSTRIAL TOOLBOX, INC.	I22	KRYLON CAUTION BLUE PAINT	183355	11/03/16	143.76
	LAWSON PRODUCTS, INC.	L72	NUTS AND BOLTS	183367	11/03/16	70.69
	RICMAR INDUSTRIES, INC.	R11	CAUTION TAPE, TRUCK WASH	183389	11/03/16	111.87
	CHARTER ONE	C282	B-BOX DRIVE SOCKETS	183309	10/27/16	76.50
	CHARTER ONE	C282	WATTS SAE-TC TEST CLASSY CHASS	183309	10/27/16	8.99
			ACCOUNT TOTAL:			681.87
50-60-80-88002	SAFETY EQUIPMENT					
	USA BLUE BOOK	U21	HI-VISIBILITY EARMUFFS	183406	11/03/16	35.52
			ACCOUNT TOTAL:			35.52
50-60-81-88101	WATER/SEWER IMPROVEMENTS					

WATER/SEWER FUND  
 ACTIVITY FROM 10/14/2016 TO 11/03/2016

ACCOUNT #	ACCOUNT DESCRIPTION VENDOR NAME	VENDOR #	TRANSACTION DESCRIPTION	CHECK #	CHECK DATE	ITEM AMOUNT
50-60-81-88101	WATER/SEWER IMPROVEMENTS PIPE-VIEW LLC	P127	SEWER CLEANING/TELEVISIONING	183385	11/03/16	80,600.84
ACCOUNT TOTAL:						80,600.84
50-60-82-88202	TELEPHONE SERVICE COMCAST CABLE	C156	INTERNET 10/29-11/28/16	183328	11/03/16	37.46
ACCOUNT TOTAL:						37.46
50-60-82-88206	ELECTRICAL SERVICE					
	COMED	C500	ELECTRIC 09/22-10/18/16	183336	11/03/16	93.34
	COMED	C500	ELECTRIC 09/19-10/20/16	183336	11/03/16	811.93
	DYNEGY ENERGY SERVICES	D132	ELECTRIC 09/20-10/18/16	183340	11/03/16	37.21
	DYNEGY ENERGY SERVICES	D132	ELECTRIC 09/20-10/13/16	183340	11/03/16	9.91
	DYNEGY ENERGY SERVICES	D132	ELECTRIC 09/22-10/19/16	183340	11/03/16	14.03
	DYNEGY ENERGY SERVICES	D132	ELECTRIC 09/20-10/18/16	183340	11/03/16	91.25
	DYNEGY ENERGY SERVICES	D132	ELECTRIC 09/19-10/17/16	183340	11/03/16	13.57
	DYNEGY ENERGY SERVICES	D132	ELECTRIC 09/20-10/19/16	183340	11/03/16	12.93
	DYNEGY ENERGY SERVICES	D132	ELECTRIC 09/19-10/19/16	183340	11/03/16	1,018.01
	DYNEGY ENERGY SERVICES	D132	ELECTRIC 09/20-10/20/16	183340	11/03/16	37.33
	DYNEGY ENERGY SERVICES	D132	ELECTRIC 09/15-10/13/16	183340	11/03/16	1.74
	DYNEGY ENERGY SERVICES	D132	ELECTRIC 09/22-10/19/16	183340	11/03/16	22.38
	DYNEGY ENERGY SERVICES	D132	ELECTRIC 09/22-10/19/16	183340	11/03/16	207.77
ACCOUNT TOTAL:						2,371.40
50-60-82-88208	HEATING					
	NICOR GAS	N7	HEAT 09/14-10/14/16	183381	11/03/16	83.54
	NICOR GAS	N7	HEAT 09/12-10/11/16	183381	11/03/16	26.65
	NICOR GAS	N7	HEAT 09/13-10/12/16	183381	11/03/16	27.53
ACCOUNT TOTAL:						137.72
50-60-82-88212	LAKE COUNTY SEWER					
	LAKE COUNTY PUBLIC WORKS DEPT	L9	AUGUST SEWER FEES	183310	10/27/16	98,638.69
	LAKE COUNTY PUBLIC WORKS DEPT	L9	SEPTEMBER SEWER FEES	183310	10/27/16	99,366.18
ACCOUNT TOTAL:						198,004.87
50-60-82-88214	EXCESS FACILITY CHARGES					
	LAKE COUNTY PUBLIC WORKS	L9B	AUGUST EXCESS FACILITY FEES	183311	10/27/16	9,193.50
	LAKE COUNTY PUBLIC WORKS	L9B	SEPTEMBER EXCESS FACILITY FEES	183311	10/27/16	9,177.00
ACCOUNT TOTAL:						18,370.50
50-60-84-88404	VEHICLE REPAIRS					

WATER/SEWER FUND  
 ACTIVITY FROM 10/14/2016 TO 11/03/2016

ACCOUNT #	ACCOUNT DESCRIPTION VENDOR NAME	VENDOR #	TRANSACTION DESCRIPTION	CHECK #	CHECK DATE	ITEM AMOUNT
50-60-84-88404	VEHICLE REPAIRS					
	A TIRE COUNTY SERVICE	A1	TEMP SENSOR/COOLANT #53	183314	11/03/16	31.47
	A TIRE COUNTY SERVICE	A1	FRONT WHEEL ALIGN #45	183314	11/03/16	46.69
	A TIRE COUNTY SERVICE	A1	TIRES, ALIGNMENT #40	183314	11/03/16	361.83
	R.A. ADAMS ENTERPRISES INC.	A6	TRUCK BED REPAIR #50	183320	11/03/16	63.50
	CARQUEST AUTO PARTS	C55	2 BATTERIES #57	183337	11/03/16	148.90
	CARQUEST AUTO PARTS	C55	2 CORE RETURNS	183337	11/03/16	-27.00
			ACCOUNT TOTAL:			625.39
50-60-84-88405	EQUIPMENT REPAIRS					
	STANDARD INDUSTRIAL & AUTO EQP	S112	PRESSURE WASHER SERVICE CALL	183390	11/03/16	115.00
	STANDARD EQUIPMENT CO.	S172	VACTOR #57	183392	11/03/16	280.45
	WEST SIDE EXCHANGE	W50	HYDRAULIC LINES RL#1	183409	11/03/16	371.86
	WEST SIDE EXCHANGE	W50	JD544J WHEEL LOAD REPAIR RL#7	183409	11/03/16	788.01
			ACCOUNT TOTAL:			1,555.32
50-60-84-88406	VEHICLE MAINTENANCE					
	A TIRE COUNTY SERVICE	A1	OIL CHANGE #53	183314	11/03/16	34.97
	A TIRE COUNTY SERVICE	A1	OIL CHANGE/LUBE CHASSIS #50	183314	11/03/16	32.73
	A TIRE COUNTY SERVICE	A1	OIL CHANGE/AIR FILTER #45	183314	11/03/16	42.37
	BENNY'S SERVICE CENTER, INC.	B42	SEPTEMBER SAFETY STICKERS	183325	11/03/16	58.75
			ACCOUNT TOTAL:			168.82
50-60-91-99107	IT MAINTENANCE					
	CURRENT TECHNOLOGIES	C280	ONSITE MAINTENANCE 10-4-2016	183331	11/03/16	281.25
	CURRENT TECHNOLOGIES	C280	FRONT DESK CABLE PATCH	183331	11/03/16	5.25
			ACCOUNT TOTAL:			286.50
50-60-92-99208	REPAIRS TO LIFT STATIONS					
	GALCO INDUSTRIAL ELECTRONICS	G121	CIRCUIT BRKR-LAKEWOOD LS	183347	11/03/16	115.25
	ILLINOIS PUMP, INC	I129	SERVICE CALL-CAPRI LS	183354	11/03/16	1,958.18
	NORTHWEST ELECTRICAL SUPPLY	N39	LAKEWOOD LS UPGRADES	183380	11/03/16	52.00
			ACCOUNT TOTAL:			2,125.43
			WATER/SEWER FUND			320,272.14

COMMUTER PARKING LOT FUND  
 ACTIVITY FROM 10/14/2016 TO 11/03/2016

ACCOUNT #	ACCOUNT DESCRIPTION VENDOR NAME	VENDOR #	TRANSACTION DESCRIPTION	CHECK #	CHECK DATE	ITEM AMOUNT
51-60-74-77440	PRINTING BORDEN DECAL	B174	2017 PARKING PERMITS	183322	11/03/16	436.00
			ACCOUNT TOTAL:			436.00
51-60-82-88206	ELECTRICAL SERVICE					
	COMED	C500	ELECTRIC 09/20-10/19/16	183336	11/03/16	83.07
	COMED	C500	ELECTRIC 09/16-10/17/16	183336	11/03/16	17.33
	COMED	C500	ELECTRIC 09/22-10/20/16	183336	11/03/16	48.48
	COMED	C500	ELECTRIC 09/21-10/18/16	183336	11/03/16	46.43
	COMED	C500	ELECTRIC 09/20-10/14/16	183336	11/03/16	56.58
	COMED	C500	ELECTRIC 09/20-10/19/16	183336	11/03/16	63.06
	COMED	C500	ELECTRIC 09/22-10/20/16	183336	11/03/16	46.69
	COMED	C500	ELECTRIC 09/15-10/14/16	183336	11/03/16	287.77
	COMED	C500	ELECTRIC 09/20-10/21/16	183336	11/03/16	50.72
			ACCOUNT TOTAL:			700.13
			COMMUTER PARKING LOT FUND			1,136.13

VEHICLE REPLACEMENT FUND  
ACTIVITY FROM 10/14/2016 TO 11/03/2016

ACCOUNT #	ACCOUNT DESCRIPTION VENDOR NAME	VENDOR #	TRANSACTION DESCRIPTION	CHECK #	CHECK DATE	ITEM AMOUNT
60-40-80-88024	VEHICLE EQUIPMENT					
	LONE STAR PRODUCTS & EQUIPMENT	L105	INTERIOR LIGHT BAR #52	183364	11/03/16	512.30
	STROBES N' MORE	S45	STAR KITS #52	183399	11/03/16	1,260.03
			ACCOUNT TOTAL:			1,772.33
			VEHICLE REPLACEMENT FUND			1,772.33

BUILDING REPLACEMENT  
ACTIVITY FROM 10/14/2016 TO 11/03/2016

ACCOUNT #	ACCOUNT DESCRIPTION VENDOR NAME	VENDOR #	TRANSACTION DESCRIPTION	CHECK #	CHECK DATE	ITEM AMOUNT
62-20-85-88501	BUILDING IMPROVEMENTS					
	AUTOMOTIVE LIFT SERVICE	A187	545 RAILROAD-LIFT REMOVAL	183318	11/03/16	3,300.00
	ACE HARDWARE	A4	545 RAILROAD-REPAIR SUPPLIES	183319	11/03/16	4.03
	NORTHWEST ELECTRICAL SUPPLY	N39	545 RAILROAD-ELECTRICAL PRTS	183380	11/03/16	120.00
	WAUKEGAN SAFE & LOCK LTD.	W24	SINGLE SIDED KEYS-545 RR	183408	11/03/16	39.00
						-----
				ACCOUNT TOTAL:		3,463.03
						-----
				BUILDING REPLACEMENT		3,463.03
						=====

BUILDERS ESCROW  
ACTIVITY FROM 10/14/2016 TO 11/03/2016

ACCOUNT #	ACCOUNT DESCRIPTION VENDOR NAME	VENDOR #	TRANSACTION DESCRIPTION	CHECK #	CHECK DATE	ITEM AMOUNT
83-00-24-22455	PERMIT BONDS					
	RICHARD & NANCY CRANE	C188	515 N CEDAR LK RD-BOND REFUND	183330	11/03/16	250.00
	FOUR SEASONS HEATING & COOLING	F115	618 S HUNTINGTON-BOND REFUND	183342	11/03/16	250.00
	JOHN KOROVILAS	K79	748 N FAIRFIELD-BOND REFUND	183363	11/03/16	250.00
	MON AMI REALTY-RIYAN LLC	M193	7 W WASHINGTON-BOND REFUND	183372	11/03/16	250.00
	SHANE MIEARS	M229	229 W WASHINGTON-BOND REFUND	183374	11/03/16	250.00
	CHRISTOPHER T ROBERTS	R108	618 S HUNTINGTON-BOND REFUND	183388	11/03/16	250.00
			ACCOUNT TOTAL:			1,500.00
			BUILDERS ESCROW			1,500.00

FINAL TOTALS  
ACTIVITY FROM 10/14/2016 TO 11/03/2016

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GENERAL FUND	138,054.71
CAPITAL PROJECTS FUND	570.00
WATER/SEWER FUND	320,272.14
COMMUTER PARKING LOT FUND	1,136.13
VEHICLE REPLACEMENT FUND	1,772.33
BUILDING REPLACEMENT	3,463.03
BUILDERS ESCROW	1,500.00
	-----
GRAND TOTAL	466,768.34
	=====

**VILLAGE OF ROUND LAKE**

**THE PRESIDENT AND BOARD OF TRUSTEES OF**

**THE VILLAGE OF ROUND LAKE**

**APPROVES THE PAYMENT OF PAYROLL**

**FOR THE PERIOD ENDING OCTOBER 16, 2016**

**IN THE AMOUNT OF \$139,026.07**

\_\_\_\_\_  
**Daniel A. MacGillis, Village President**

**ATTEST:**

\_\_\_\_\_  
**Patricia C. Blauvelt, Village Clerk**

**Dated: November 7, 2016**

FOR CHECK DATES 10/20/2016 TO 10/20/2016

EMPL. #	NAME	EARNINGS			TAXES			DEDUCTIONS		PENSION/INSUR			
		CODE	PAY RATE	HOURS	TOTAL	CODE	EMPLOYEE	EMPLOYER	CODE	EMPLOYEE	EMPLOYER	EMPLOYER	
GRAND TOTALS:		COM	5.000		215.00	FED	16,054.99		DD1	106,430.00	IMR	2,047.14	4,672.02
		REG	3,487.500		115,783.54	FICA	8,345.61		DD2	5,444.17	DFA	24.99	
		CA	1.000		115.39	MEDIC	1,951.80		GW	1,120.00	HFA	192.48	
		GWA	1.000		45.03	STATE	4,514.99		GWA	45.03	VFA	3.09	
		VAC	278.000		9,500.84				HSA	410.00	DCA	10.86	
		FLH	28.000		787.35				DD3	5,123.33	HCA	62.17	
		SIC	91.500		2,714.17				GWR	200.00	VCA	1.40	
		MP	12.000		1,200.00				ICM	1,928.26	IM2	430.33	982.13
		FU	24.000		616.44				IMV	212.28	PCA	84.13	
		OT	13.500		539.28				UOE	446.94	PFA	130.24	
		OC	14.000		395.23				PLI	172.34	DSA	4.92	
		CMP	50.500		1,458.50				AF1	342.65	PAS	44.20	
		PO	28.250		1,344.23				AF2	306.64	VAS	0.36	
		FTO	24.000		806.60				MAP	357.00	DSW	4.92	
		WCP	80.000		2,977.50				CS4	203.00	HSW	66.73	
		SRO	1.000		60.00						VSW	0.67	
		PSI	1.000		75.00						DFW	41.65	
		POI	2.000		120.00						PFW	260.48	
		INS	1.000		271.97						VFW	4.12	
		PEN	5.000		20,303.09						PCW	84.13	
		PN1	3.000		10,758.40						VWS	1.08	
											DWS	4.66	
											HWS	32.66	
											HFV	96.24	
											PWS	44.20	
											MFV	106.82	
											DSP	9.84	
											PSP	25.17	
											VSP	1.34	
											POL	7,406.26	
											EFV	12.36	
											PFV	390.72	
											TFV	74.97	
											DPS	18.64	
											PPS	265.20	
											VPS	2.88	
											IFV	384.96	
											RFP	260.48	
											ISP	66.73	
											RIP	44.20	
											DFP	16.66	
											MFP	213.64	
											DCP	10.86	
											PCP	84.13	
											VCP	1.40	

FOR CHECK DATES 10/20/2016 TO 10/20/2016

EMPL. #	NAME	EARNINGS			TAXES			DEDUCTIONS		PENSION/INSUR	
		CODE	PAY RATE	HOURS	CODE	EMPLOYEE	EMPLOYER	CODE	EMPLOYEE	CODE	EMPLOYER
										TCP	5.43
										HFP	96.24
										IIP	32.66
										HPS	65.32
										ESP	0.67
										TSP	4.92
										MPS	36.25
										DBS	4.66
										PBS	88.40
										VBS	0.72
										DFB	8.33
										PFB	130.24
										VFB	1.03
										DRS	29.61
										VRS	4.70
										DSR	65.55
										PRS	589.27
					TOTAL FICA EMPLOYEE WAGES:	134,607.17	TOTAL EMPLOYER FICA:	8,345.61			
					TOTAL MEDICARE EMPLOYEE WAGES:	134,607.17	TOTAL EMPLOYER MEDICARE:	1,951.80			
					TOTAL FEDERAL EMPLOYEE WAGES:	132,388.55	TOTAL EMPLOYER PENSION:	5,654.15			
					TOTAL STATE EMPLOYEE WAGES:	121,630.15					
					TOTAL PENSION EMPLOYEE WAGES:	129,790.08					
					TOTAL NUMBER OF EMPLOYEES:	75					
					GROSS PAY:	\$170,087.56	TOTAL DEDUCTIONS:	167,848.14	NET PAY:	\$2,239.42	
						<u>- \$31,061.49</u>	Police Pension				
						\$139,026.07					

FOR CHECK DATES 10/20/2016 TO 10/20/2016

EMPL. #	NAME	EARNINGS			TAXES			DEDUCTIONS		PENSION/INSUR			
		CODE	PAY RATE	HOURS	TOTAL	CODE	EMPLOYEE	EMPLOYER	CODE	EMPLOYEE	CODE	EMPLOYEE	EMPLOYER
GRAND TOTALS:		REG	572.000		18,110.61	FED	1,968.84		DD1	10,633.57	IMR	650.84	1,485.35
		CA	1.000		115.39	FICA	1,154.06		DD2	1,776.94	DFA	24.99	
		GWA	1.000		45.03	MEDIC	269.91		GW	500.00	HFA	192.48	
		VAC	19.500		745.62	STATE	608.28		GWA	45.03	VFA	3.09	
		FLH	8.000		233.23				HSA	125.00	DCA	10.86	
		SIC	2.000		47.96				DD3	456.03	HCA	62.17	
									GWR	50.00	VCA	1.40	
									ICM	177.00	IM2	183.56	418.93
									IMV	139.94	PCA	84.13	
											PFA	130.24	
											DSA	4.92	
											PAS	44.20	
											VAS	0.36	
		TOTAL FICA EMPLOYEE WAGES:				18,614.00	TOTAL EMPLOYER FICA:				1,154.06		
		TOTAL MEDICARE EMPLOYEE WAGES:				18,614.00	TOTAL EMPLOYER MEDICARE:				269.91		
		TOTAL FEDERAL EMPLOYEE WAGES:				17,057.57	TOTAL EMPLOYER PENSION:				1,904.28		
		TOTAL STATE EMPLOYEE WAGES:				17,057.57							
		TOTAL PENSION EMPLOYEE WAGES:				18,542.18							
		TOTAL NUMBER OF EMPLOYEES:				8							
		GROSS PAY:		\$19,297.84	TOTAL DEDUCTIONS:		19,297.84	NET PAY:		\$0.00			

FOR CHECK DATES 10/20/2016 TO 10/20/2016

EMPL. #	NAME	EARNINGS				TAXES				DEDUCTIONS		
		CODE	PAY RATE	HOURS	TOTAL	CODE	EMPLOYEE	EMPLOYER	CODE	EMPLOYEE	EMPLOYER	
GRAND TOTALS:		MP	12.000		1,200.00	FED	295.42		DD1	2,080.85		
		REG	2.000		2,500.00	FICA	229.40	229.40	DD2	751.92		
						MEDIC	53.65	53.65				
						STATE	104.76					
						TOTAL FICA EMPLOYEE WAGES:	3,700.00	TOTAL EMPLOYER FICA:		229.40		
						TOTAL MEDICARE EMPLOYEE WAGES:	3,700.00	TOTAL EMPLOYER MEDICARE:		53.65		
						TOTAL FEDERAL EMPLOYEE WAGES:	3,700.00					
						TOTAL STATE EMPLOYEE WAGES:	3,700.00					
						TOTAL NUMBER OF EMPLOYEES:	8					
						GROSS PAY:	\$3,700.00	TOTAL DEDUCTIONS:	3,516.00	NET PAY:	\$184.00	

FOR CHECK DATES 10/20/2016 TO 10/20/2016

EMPL. #	NAME	EARNINGS				TAXES			DEDUCTIONS		PENSION/INSUR		
		CODE	PAY RATE	HOURS	TOTAL	CODE	EMPLOYEE	EMPLOYER	CODE	EMPLOYEE	EMPLOYEE	EMPLOYER	
GRAND TOTALS:		REG	238.500		6,920.25	FED	940.71		DD1	4,590.79	IMR	313.15	714.66
		CMP	1.500		38.53	FICA	415.23	415.23	AF1	28.25	DBS	4.66	
						MEDIC	97.10	97.10	PLI	53.90	PBS	88.40	
						STATE	286.27				VBS	0.72	
											DFB	8.33	
											PFB	130.24	
											VFB	1.03	
						TOTAL FICA EMPLOYEE WAGES:	6,697.15	TOTAL EMPLOYER FICA:		415.23			
						TOTAL MEDICARE EMPLOYEE WAGES:	6,697.15	TOTAL EMPLOYER MEDICARE:		97.10			
						TOTAL FEDERAL EMPLOYEE WAGES:	6,384.00	TOTAL EMPLOYER PENSION:		714.66			
						TOTAL STATE EMPLOYEE WAGES:	6,384.00						
						TOTAL PENSION EMPLOYEE WAGES:	6,958.78						
						TOTAL NUMBER OF EMPLOYEES:	3						
						GROSS PAY:	\$6,958.78	TOTAL DEDUCTIONS:	6,958.78	NET PAY:	\$0.00		

FOR CHECK DATES 10/20/2016 TO 10/20/2016

EMPL. #	NAME	EARNINGS			TAXES			DEDUCTIONS		PENSION/INSUR			
		CODE	PAY RATE	HOURS	TOTAL	CODE	EMPLOYEE	EMPLOYER	CODE	EMPLOYEE	EMPLOYER		
GRAND TOTALS:													
	REG		2,021.000		70,303.05	FED	9,567.35		AF2	280.28	IMR	277.54	633.42
	SIC		40.000		1,456.35	FICA	5,111.48	5,111.48	DD1	45,224.46	DSP	9.84	
	VAC		170.000		6,215.16	MEDIC	1,195.44	1,195.44	DD2	1,526.74	PSP	25.17	
	PO		28.250		1,344.23	STATE	2,740.58		MAP	357.00	VSP	1.34	
	FTO		24.000		806.60				DD3	4,667.30	POL	7,406.26	
	FLH		12.000		316.63				AF1	294.42	EFP	12.36	
	WCP		80.000		2,977.50				GW	500.00	PFP	390.72	
	SRO		1.000		60.00				PLI	101.49	TFP	74.97	
	PSI		1.000		75.00				HSA	225.00	DPS	18.64	
	POI		2.000		120.00				ICM	1,240.76	PPS	265.20	
	CMP		40.000		1,142.09				CS4	203.00	VPS	2.88	
	INS		1.000		271.97				GWR	150.00	IFP	384.96	
											RFP	260.48	
											ISP	66.73	
											RIP	44.20	
											DFF	16.66	
											MFP	213.64	
											DCP	10.86	
											PCP	84.13	
											VCP	1.40	
											TCP	5.43	
											HFP	96.24	
											IIP	32.66	
											HPS	65.32	
											ESP	0.67	
											TSP	4.92	
											MPS	36.25	
TOTAL FICA EMPLOYEE WAGES:						82,443.49	TOTAL EMPLOYER FICA:				5,111.48		
TOTAL MEDICARE EMPLOYEE WAGES:						82,443.49	TOTAL EMPLOYER MEDICARE:				1,195.44		
TOTAL FEDERAL EMPLOYEE WAGES:						73,018.93	TOTAL EMPLOYER PENSION:				633.42		
TOTAL STATE EMPLOYEE WAGES:						73,018.93							
TOTAL PENSION EMPLOYEE WAGES:						80,902.75							
TOTAL NUMBER OF EMPLOYEES:						32							
GROSS PAY:			\$85,088.58	TOTAL DEDUCTIONS:			83,194.77	NET PAY:			\$1,893.81		

FOR CHECK DATES 10/20/2016 TO 10/20/2016

EMPL. #	NAME	EARNINGS			TAXES			DEDUCTIONS		PENSION/INSUR			
		CODE	PAY RATE	HOURS	TOTAL	CODE	EMPLOYEE	EMPLOYER	CODE	EMPLOYEE	EMPLOYER	EMPLOYER	
GRAND TOTALS:		REG	654.000		17,949.63	FED	2,154.82		DD1	14,618.88	IMR	805.61	1,838.59
		SIC	49.500		1,209.86	FICA	1,422.11	1,422.11	DD2	1,388.57	DSW	4.92	
		VAC	88.500		2,540.06	MEDIC	332.58	332.58	GW	120.00	HSW	66.73	
		FU	24.000		616.44	STATE	775.10		HSA	60.00	VSW	0.67	
		OT	13.500		539.28				UOE	446.94	DFW	41.65	
		FLH	8.000		237.49				ICM	510.50	PFW	260.48	
		OC	14.000		395.23				PLI	16.95	VFW	4.12	
		CMP	9.000		277.88				AF1	19.98	PCW	84.13	
									AF2	26.36	VWS	1.08	
									IMV	72.34	IM2	246.77	563.20
											DWS	4.66	
											HWS	32.66	
											HFV	96.24	
											PWS	44.20	
											MFW	106.82	
		TOTAL FICA EMPLOYEE WAGES:			22,937.53	TOTAL EMPLOYER FICA:		1,422.11					
		TOTAL MEDICARE EMPLOYEE WAGES:			22,937.53	TOTAL EMPLOYER MEDICARE:		332.58					
		TOTAL FEDERAL EMPLOYEE WAGES:			21,254.65	TOTAL EMPLOYER PENSION:		2,401.79					
		TOTAL STATE EMPLOYEE WAGES:			21,254.65								
		TOTAL PENSION EMPLOYEE WAGES:			23,386.37								
		TOTAL NUMBER OF EMPLOYEES:			11								
GROSS PAY:		\$23,765.87			TOTAL DEDUCTIONS:		23,765.87	NET PAY:		\$0.00			

FOR CHECK DATES 10/20/2016 TO 10/20/2016

EMPL. #	NAME	EARNINGS				TAXES			DEDUCTIONS		
		CODE	PAY RATE	HOURS	TOTAL	CODE	EMPLOYEE	EMPLOYER	CODE	EMPLOYEE	EMPLOYER
GRAND TOTALS:		COM		5.000	215.00	FED			DD1		36.94
						FICA	13.33	13.33			
						MEDIC	3.12	3.12			
						STATE					
						TOTAL FICA EMPLOYEE WAGES:	215.00	TOTAL EMPLOYER FICA:		13.33	
						TOTAL MEDICARE EMPLOYEE WAGES:	215.00	TOTAL EMPLOYER MEDICARE:		3.12	
						TOTAL FEDERAL EMPLOYEE WAGES:	215.00				
						TOTAL STATE EMPLOYEE WAGES:	215.00				
						TOTAL NUMBER OF EMPLOYEES:	5				
						GROSS PAY:	\$215.00	TOTAL DEDUCTIONS:	53.39	NET PAY:	\$161.61

FOR CHECK DATES 10/20/2016 TO 10/20/2016

EMPL. #	NAME	EARNINGS				TAXES			DEDUCTIONS		PENSION/INSUR		
		CODE	PAY RATE	HOURS	TOTAL	CODE	EMPLOYEE	EMPLOYER	CODE	EMPLOYEE	CODE	EMPLOYEE	EMPLOYER
GRAND TOTALS:		PEN	5.000		20,303.09	FED	1,127.85		DD1	29,244.51	DRS	29.61	
		PN1	3.000		10,758.40	STATE					VRS	4.70	
											DSR	65.55	
											PRS	589.27	

TOTAL FICA EMPLOYEE WAGES:	TOTAL EMPLOYER FICA:
TOTAL MEDICARE EMPLOYEE WAGES:	TOTAL EMPLOYER MEDICARE:
TOTAL FEDERAL EMPLOYEE WAGES:	10,758.40
TOTAL STATE EMPLOYEE WAGES:	

TOTAL NUMBER OF EMPLOYEES:	8
GROSS PAY:	\$31,061.49
TOTAL DEDUCTIONS:	31,061.49
NET PAY:	\$0.00

**VILLAGE OF ROUND LAKE**

**THE PRESIDENT AND BOARD OF TRUSTEES OF  
THE VILLAGE OF ROUND LAKE  
APPROVES THE PAYMENT OF PAYROLL  
FOR THE PERIOD ENDING OCTOBER 30, 2016  
IN THE AMOUNT OF \$ 135,412.34**

\_\_\_\_\_  
**Daniel A. MacGillis, Village President**

**ATTEST:**

\_\_\_\_\_  
**Patricia C. Blauvelt, Village Clerk**

**Dated: November 7, 2016**

FOR CHECK DATES 11/03/2016 TO 11/03/2016

EMPL. #	NAME	EARNINGS			TAXES			DEDUCTIONS		PENSION/INSUR			
		CODE	PAY RATE	HOURS	TOTAL	CODE	EMPLOYEE	EMPLOYER	CODE	EMPLOYEE	EMPLOYER		
GRAND TOTALS:		REG	3,634.000		117,328.14	FED	14,839.00		DD1	73,502.44	IMR	2,044.14	4,665.16
		CA	1.000		115.39	FICA	8,121.57	8,121.57	DD2	4,795.03	DFA	24.99	
		GWA	1.000		45.03	MEDIC	1,899.43	1,899.43	GW	1,120.00	HFA	192.48	
		VAC	213.500		6,881.45	STATE	4,429.34		GWA	45.03	VFA	3.09	
		FLH	8.000		233.23				HSA	410.00	DCA	10.86	
		SIC	55.000		1,781.22				DD3	5,119.93	HCA	62.17	
		OT	15.500		608.18				GWR	200.00	VCA	1.40	
		OC	14.000		376.19				ICM	1,935.57	IM2	435.58	994.11
		CMP	20.500		601.28				IMV	212.28	PCA	84.13	
		FTO	18.000		641.05				UOE	446.94	PFA	130.24	
		WC	80.000		2,977.50				PLI	172.34	DSA	4.92	
		SRO	1.000		60.00				AF1	342.65	PAS	44.20	
		PO	21.000		1,104.41				AF2	306.64	VAS	0.36	
		WCP	56.000		2,084.25				MAP	391.00	DSW	4.92	
		PSI	1.000		75.00				CS4	203.00	HSW	66.73	
		OIC	3.000		108.05						VSW	0.67	
		POI	2.000		120.00						DFW	41.65	
		INS	1.000		271.97						PFW	260.48	
											VFW	4.12	
											PCW	84.13	
											VWS	1.08	
											DWS	4.66	
											HWS	32.66	
											HFV	96.24	
											PWS	44.20	
											MFW	106.82	
											DSP	9.84	
											PSP	25.17	
											VSP	1.34	
											POL	7,113.08	
											EFV	12.36	
											PFV	390.72	
											TFV	74.97	
											DPS	18.64	
											PPS	265.20	
											VPS	2.88	
											IFV	384.96	
											RFP	260.48	
											ISP	66.73	
											RIP	44.20	
											DFP	16.66	
											MFP	213.64	
											DCP	10.86	
											PCP	84.13	
											VCP	1.40	

FOR CHECK DATES 11/03/2016 TO 11/03/2016

EMPL. #	NAME	EARNINGS				TAXES			DEDUCTIONS		PENSION/INSUR	
		CODE	PAY RATE	HOURS	TOTAL	CODE	EMPLOYEE	EMPLOYER	CODE	EMPLOYEE	EMPLOYEE	EMPLOYER
										TCP		5.43
										HFP		96.24
										IIP		32.66
										HPS		65.32
										ESP		0.67
										TSP		4.92
										MPS		36.25
										DBS		4.66
										PBS		88.40
										VBS		0.72
										DFB		8.33
										PFB		130.24
										VFB		1.03
TOTAL FICA EMPLOYEE WAGES:					130,993.44	TOTAL EMPLOYER FICA:			8,121.57			
TOTAL MEDICARE EMPLOYEE WAGES:					130,993.44	TOTAL EMPLOYER MEDICARE:			1,899.43			
TOTAL FEDERAL EMPLOYEE WAGES:					118,300.04	TOTAL EMPLOYER PENSION:			5,659.27			
TOTAL STATE EMPLOYEE WAGES:					118,300.04							
TOTAL PENSION EMPLOYEE WAGES:					126,881.48							
TOTAL NUMBER OF EMPLOYEES:					54							
GROSS PAY:		\$135,412.34	TOTAL DEDUCTIONS:		131,751.24	NET PAY:		\$3,661.10				

FOR CHECK DATES 11/03/2016 TO 11/03/2016

EMPL. #	NAME	EARNINGS				TAXES			DEDUCTIONS		PENSION/INSUR		
		CODE	PAY RATE	HOURS	TOTAL	CODE	EMPLOYEE	EMPLOYER	CODE	EMPLOYEE	CODE	EMPLOYEE	EMPLOYER
GRAND TOTALS:		REG	536.000		17,362.80	FED	1,966.11		DD1	10,612.10	IMR	650.84	1,485.35
		CA	1.000		115.39	FICA	1,152.37	1,152.37	DD2	1,776.94	DFA	24.99	
		GWA	1.000		45.03	MEDIC	269.51	269.51	GW	500.00	HFA	192.48	
		VAC	56.000		1,514.07	STATE	607.25		GWA	45.03	VFA	3.09	
		FLH	8.000		233.23				HSA	125.00	DCA	10.86	
									DD3	456.03	HCA	62.17	
									GWR	50.00	VCA	1.40	
									ICM	177.00	IM2	183.56	418.93
									IMV	139.94	PCA	84.13	
											PFA	130.24	
											DSA	4.92	
											PAS	44.20	
											VAS	0.36	
						TOTAL FICA EMPLOYEE WAGES:	18,586.68	TOTAL EMPLOYER FICA:		1,152.37			
						TOTAL MEDICARE EMPLOYEE WAGES:	18,586.68	TOTAL EMPLOYER MEDICARE:		269.51			
						TOTAL FEDERAL EMPLOYEE WAGES:	17,030.25	TOTAL EMPLOYER PENSION:		1,904.28			
						TOTAL STATE EMPLOYEE WAGES:	17,030.25						
						TOTAL PENSION EMPLOYEE WAGES:	18,542.17						
						TOTAL NUMBER OF EMPLOYEES:	8						
						GROSS PAY:	\$19,270.52	TOTAL DEDUCTIONS:	19,270.52	NET PAY:	\$0.00		

FOR CHECK DATES 11/03/2016 TO 11/03/2016

EMPL. #	NAME	EARNINGS				TAXES			VOLUNTARY		DEDUCTIONS		
		CODE	PAY RATE	HOURS	TOTAL	CODE	EMPLOYEE	EMPLOYER	CODE	EMPLOYEE	CODE	EMPLOYEE	EMPLOYER
GRAND TOTALS:		REG	226.500		6,550.50	FED	940.71		DD1	2,884.39	IMR	313.15	714.66
		SIC	4.000		125.00	FICA	415.23	415.23	AF1	28.25	DBS	4.66	
		VAC	9.500		283.28	MEDIC	97.10	97.10	PLI	53.90	PBS	88.40	
						STATE	286.27				VBS	0.72	
											DFB	8.33	
											PFB	130.24	
											VFB	1.03	
						TOTAL FICA EMPLOYEE WAGES:	6,697.15	TOTAL EMPLOYER FICA:		415.23			
						TOTAL MEDICARE EMPLOYEE WAGES:	6,697.15	TOTAL EMPLOYER MEDICARE:		97.10			
						TOTAL FEDERAL EMPLOYEE WAGES:	6,384.00	TOTAL EMPLOYER PENSION:		714.66			
						TOTAL STATE EMPLOYEE WAGES:	6,384.00						
						TOTAL PENSION EMPLOYEE WAGES:	6,958.78						
						TOTAL NUMBER OF EMPLOYEES:	3						
						GROSS PAY:	\$6,958.78	TOTAL DEDUCTIONS:	5,252.38	NET PAY:	\$1,706.40		



FOR CHECK DATES 11/03/2016 TO 11/03/2016

EMPL. #	NAME	EARNINGS			TAXES			DEDUCTIONS		PENSION/INSUR			
		CODE	PAY RATE	HOURS	TOTAL	CODE	EMPLOYEE	EMPLOYER	CODE	EMPLOYEE	EMPLOYER		
GRAND TOTALS:		REG	792.000		21,755.38	FED	2,289.03		DD1	14,550.44	IMR	802.61	1,831.73
		SIC	23.000		614.09	FICA	1,427.34		DD2	1,388.57	DSW	4.92	
		OT	15.500		608.18	MEDIC	333.83		GW	120.00	HSW	66.73	
		VAC	17.000		403.02	STATE	777.92		HSA	60.00	VSW	0.67	
		OC	14.000		376.19				UOE	446.94	DFW	41.65	
		CMP	4.000		93.33				ICM	517.50	PFW	260.48	
									PLI	16.95	VFW	4.12	
									AF1	19.98	PCW	84.13	
									AF2	26.36	VWS	1.08	
									IMV	72.34	IM2	252.02	575.18
											DWS	4.66	
											HWS	32.66	
											HFW	96.24	
											PWS	44.20	
											MFW	106.82	
		TOTAL FICA EMPLOYEE WAGES:			23,021.85	TOTAL EMPLOYER FICA:		1,427.34					
		TOTAL MEDICARE EMPLOYEE WAGES:			23,021.85	TOTAL EMPLOYER MEDICARE:		333.83					
		TOTAL FEDERAL EMPLOYEE WAGES:			21,329.72	TOTAL EMPLOYER PENSION:		2,406.91					
		TOTAL STATE EMPLOYEE WAGES:			21,329.72								
		TOTAL PENSION EMPLOYEE WAGES:			23,436.19								
		TOTAL NUMBER OF EMPLOYEES:			11								
		GROSS PAY:		\$23,850.19		TOTAL DEDUCTIONS:	23,850.19		NET PAY:		\$0.00		



VILLAGE OF ROUND LAKE  
**AGENDA ITEM SUMMARY**

**TITLE: ESTIMATED 2016 TAX LEVY**

**Agenda Item No. 5.4**

*Executive Summary*

Per 35 ILCS 200/18-60 not less than 20 days prior to the adoption of the aggregate levy, the corporate authorities of each taxing district shall determine the amounts of money estimated to be necessary to be raised by taxation for that year upon the taxable property in its district. The growth in a taxing district's aggregate extension is limited to 5 percent or the rate of inflation, whichever is less. The inflationary increase is equal to the percentage change in the Consumer Price Index (CPI). The 2016 tax levy CPI is 0.70%.

Excluding any new property equalized assessed valuation (EAV), the maximum extension for 2016 is estimated to be \$25,112 over the 2015 tax extension of \$3,587,384. For the current tax levy estimated calculation, for every \$250,000 in new property the maximum allowable extension would increase by approximately \$3,327. Estimates include a 5% increase for existing property EAV and a new construction amount of \$300,000.

Staff is recommending an estimated levy of \$3,697,827 to capture the entire benefit of the CIP growth and new construction EAV, however, the limiting allowable extension is estimated at \$3,616,483. Finally, due to the overall 2016 estimated levy increasing only 3.08% over last year's extension, a public hearing is not necessary. Per 35 ILCS 200/18-70, a public hearing must be held if the estimated levy increased 5.0% or greater from the previous year's final extension.

*Recommended Action*

Adopt a Resolution Approving the Estimated 2016 Tax Levy in the Amount of \$3,697,827.

<b>Committee:</b> Human Resources & Finance	<b>Meeting Date:</b> 10/17/16 & 11/07/16																						
<b>Lead Department:</b> Administration	<b>Presenter:</b> Wayde Frerichs, Director of Finance																						
<b>Item Budgeted:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A  <b>If amount requested is over budget, a detailed explanation of what account(s) the overage will be charged to will be provided in the Executive Summary or attached detail.</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Account(s)</th> <th style="text-align: center;">Budget</th> <th style="text-align: center;">Expenditure</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> <tr> <td>Item Requested</td> <td></td> <td></td> </tr> <tr> <td>Y-T-D Actual</td> <td></td> <td></td> </tr> <tr> <td>Amount Encumbered</td> <td></td> <td></td> </tr> <tr> <td><b>Total</b></td> <td style="text-align: right;"><b>\$0.00</b></td> <td style="text-align: right;"><b>\$0.00</b></td> </tr> <tr> <td><b>Grand Total</b></td> <td style="text-align: right;"><b>\$0.00</b></td> <td style="text-align: right;"><b>\$0.00</b></td> </tr> </tbody> </table>	Account(s)	Budget	Expenditure	-			Item Requested			Y-T-D Actual			Amount Encumbered			<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>Grand Total</b>	<b>\$0.00</b>	<b>\$0.00</b>	Request is over/under budget: <div style="text-align: right;">Under -</div> <div style="text-align: right;">Over -</div>
Account(s)	Budget	Expenditure																					
-																							
Item Requested																							
Y-T-D Actual																							
Amount Encumbered																							
<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>																					
<b>Grand Total</b>	<b>\$0.00</b>	<b>\$0.00</b>																					

**16-R-XX**

**A Resolution Approving the Estimated 2016 Tax Levy**

**WHEREAS**, at least 20 days prior to its adoption, the Village is required to determine the amount of the annual tax levy in accord with the Truth in Taxation Act;

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

The attached Village of Round Lake Estimated 2016 Tax Levy in the Amount of \$3,697,827 is hereby approved.

**APPROVED:**

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Daniel A. MacGillis, Village President

**ATTEST:**

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Patricia C. Blauvelt, Village Clerk

PASSED:

APPROVED:

AYES:

NAYS:

ABSENT:

Village of Round Lake - Estimated 2016 Tax Levy

Collected in Fiscal Year 2018

Estimated Tax Levy

	2015 Information	2016 Information	Increase	%	Notes
New Property EAV	\$395,733	\$300,000	(\$95,733)	(24.19%)	Rounded down to \$300,000
Existing Property EAV	\$258,119,249	\$271,440,731	\$13,321,482	5.16%	Increased 5.0% from the total \$258,514,982
<b>Total EAV</b>	<b>\$258,514,982</b>	<b>\$271,740,731</b>	<b>\$13,225,749</b>	<b>5.12%</b>	

Consumer Price Index (CPI)	0.80%	0.70%
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Description	2015 Actual Extension	2016 Estimated Levy	2016 Adjusted Levy	Maximum Amount	Limiting Rates	2016 Estimated Rates	2015 Year Rates	Estimated Levy Notes
Police Pension	\$456,196	\$468,693	\$468,693	N/A	N/A	0.1725	0.1765	State actuarial valuation amount of \$468,693
IMRF	\$100,500	\$109,000	\$109,000	N/A	N/A	0.0401	0.0389	General Fund budget of \$109,000
Police Protection	\$1,175,002	\$1,175,002	\$1,159,801	1,630,444	0.60000	0.4324	0.4545	Kept same as prior year
Street & Bridge (3)	\$53,862	\$120,000	\$53,862	271,741	0.10000	0.0442	0.0208	Kept same as prior year
Garbage	\$371,194	\$366,011	\$366,011	543,481	0.20000	0.1347	0.1436	Budget of \$971,011 less \$605,000 user fees: \$366,011
Civil Defense	\$4,573	\$4,572	\$4,572	4,572	\$.25 * Pop	0.0017	0.0018	Population of 18,289 x \$0.25
Liability Insurance	\$173,732	\$186,079	\$186,079	N/A	N/A	0.0685	0.0672	General Fund budget of \$186,079
Audit	\$20,025	\$23,022	\$23,022	N/A	N/A	0.0085	0.0077	General Fund budget of \$23,022
Social Security	\$246,202	\$259,350	\$259,350	N/A	N/A	0.0954	0.0952	General Fund budget of \$259,350
General Corporate	\$986,098	\$986,098	\$986,098	1,188,866	0.43750	0.3629	0.3814	Kept same as prior year
	<b>\$3,587,384</b>	<b>\$3,697,827</b>	<b>\$3,616,488</b>			<b>1.3608</b>	<b>1.3877</b>	

Maximum Allowable Extension to Adjusted Levy \$0

Estimated Levy Dollar Increase:	\$110,443.03	2016 Est. Limiting Rate (2):	1.3309	-0.0568	Estimated Rate Change from Prior Year
Percent Increase (1):	3.08%	Max. Allowable Ext. (4):	\$3,616,488	\$29,104	Dollar change between max allowed & last year's extension
		Est. Adjustment needed (4):	(\$81,339)	0.81%	Estimated 2016 levy from 2015 extension percent change

- (1) Public Hearing Required if greater than 5%.
- (2) Limiting rate calculation: (Last Year's Extension \* Inflation) / (Total EAV - New Property - Annexations + Disconnections).
- (3) Due to county calculations the final actual extension for Street & Bridge tax is typically 1/2 the levy amount.
- (4) Estimated levy higher than the maximum allowable to capture all revenues. Adjustments to levy are done when county completes preliminary estimated extensions.

Fund	2015 Actual Extension	2016 Adjusted Levy	Dollar Change	Percent Change	FYE 2017 Estimated Collections	FYE 2018 Collection Forecast	Difference
General Fund	\$3,131,188	\$3,147,795	\$16,607	0.53%	\$3,099,876	\$3,116,317	\$16,441
Police Pension	\$456,196	\$468,693	\$12,497	2.74%	\$451,634	\$464,006	\$12,372
<b>Total</b>	<b>\$3,587,384</b>	<b>\$3,616,488</b>	<b>\$29,104</b>	<b>0.81%</b>	<b>\$3,551,510</b>	<b>\$3,580,323</b>	<b>\$28,813</b>

**VILLAGE OF ROUND LAKE  
HISTORICAL INFORMATION**

**HISTORICAL EQUALIZED ASSESSED VALUATION**

<b>Levy Year</b>	<b>Dollar Amount</b>	<b>Dollar Change</b>	<b>Percent Change</b>
2000	\$75,241,760	\$11,686,401	18.39%
2001	\$93,873,302	\$18,631,542	24.76%
2002	\$122,024,880	\$28,151,578	29.99%
2003	\$177,037,387	\$55,012,507	45.08%
2004	\$243,920,458	\$66,883,071	37.78%
2005	\$319,702,385	\$75,781,927	31.07%
2006	\$377,475,750	\$57,773,365	18.07%
2007	\$407,703,238	\$30,227,488	8.01%
2008	\$421,556,835	\$13,853,597	3.40%
2009	\$404,464,351	(\$17,092,484)	(4.05%)
2010	\$363,428,091	(\$41,036,260)	(10.15%)
2011	\$321,967,538	(\$41,460,553)	(11.41%)
2012	\$275,111,595	(\$46,855,943)	(14.55%)
2013	\$252,282,627	(\$22,828,968)	(7.09%)
2014	\$242,779,911	(\$9,502,716)	(3.77%)
2015	\$258,514,982	\$15,735,071	6.48%
<b>2016</b>	<b>\$271,440,731</b>	<b>\$12,925,749</b>	<b>5.00%</b>

**NEW CONSTRUCTION**

<b>Levy Year</b>	<b>Dollar Amount</b>	<b>Dollar Change</b>	<b>Percent Change</b>
2000	\$9,465,549	\$4,613,740	95.09%
2001	\$11,660,335	\$2,194,786	23.19%
2002	\$19,653,945	\$7,993,610	68.55%
2003	\$33,373,505	\$13,719,560	69.81%
2004	\$55,538,267	\$22,164,762	66.41%
2005	\$57,068,520	\$1,530,253	2.76%
2006	\$38,540,064	(\$18,528,456)	(32.47%)
2007	\$14,532,309	(\$24,007,755)	(62.29%)
2008	\$3,153,583	(\$11,378,726)	(78.30%)
2009	\$2,548,079	(\$605,504)	(19.20%)
2010	\$1,329,445	(\$1,218,634)	(47.83%)
2011	\$969,459	(\$359,986)	(27.08%)
2012	\$806,734	(\$162,725)	(16.79%)
2013	\$762,471	(\$44,263)	(4.57%)
2014	\$1,436,534	\$674,063	88.41%
2015	\$395,733	(\$1,040,801)	(72.45%)
<b>2016</b>	<b>\$300,000</b>	<b>(\$95,733)</b>	<b>(24.19%)</b>

**TAX RATES**

<b>Levy Year</b>	<b>Rate</b>	<b>Rate Change</b>	<b>Percent Change</b>
2000	1.342	(0.026)	(1.90%)
2001	1.256	(0.086)	(6.41%)
2002	1.160	(0.096)	(7.64%)
2003	1.005	(0.155)	(13.36%)
2004	0.928	(0.077)	(7.66%)
2005	0.855	(0.073)	(7.87%)
2006	0.835	(0.020)	(2.34%)
2007	0.824	(0.011)	(1.32%)
2008	0.827	0.003	0.36%
2009	0.869	0.042	5.08%
2010	0.997	0.128	14.73%
2011	1.071	0.074	7.42%
2012	1.244	0.173	16.15%
2013	1.386	0.142	11.41%
2014	1.464	0.078	5.60%
2015	1.388	(0.076)	(5.18%)
<b>2016</b>	<b>1.331</b>	<b>(0.057)</b>	<b>(4.09%)</b>

**FINAL EXTENSION**

<b>Levy Year</b>	<b>Dollar Amount</b>	<b>Dollar Change</b>	<b>Percent Change</b>
2000	\$1,003,702	\$221,430	28.31%
2001	\$1,166,501	\$162,799	16.22%
2002	\$1,395,444	\$228,943	19.63%
2003	\$1,750,776	\$355,332	25.46%
2004	\$2,229,631	\$478,855	27.35%
2005	\$2,697,113	\$467,482	20.97%
2006	\$3,111,004	\$413,891	15.35%
2007	\$3,322,233	\$211,229	6.79%
2008	\$3,486,275	\$164,042	4.94%
2009	\$3,514,795	\$28,520	0.82%
2010	\$3,623,378	\$108,583	3.09%
2011	\$3,448,272	(\$175,106)	(4.83%)
2012	\$3,422,388	(\$25,884)	(0.75%)
2013	\$3,486,069	\$63,681	1.86%
2014	\$3,553,463	\$67,393	1.93%
2015	\$3,587,384	\$33,921	0.95%
<b>2016</b>	<b>\$3,616,488</b>	<b>\$29,104</b>	<b>0.81%</b>

**VILLAGE OF ROUND LAKE  
HISTORICAL INFORMATION**

<u>GENERAL LEVY</u>				<u>POLICE PENSION LEVY</u>			
Levy Year	Dollar Amount	Dollar Change	Percent Change	Levy Year	Dollar Amount	Dollar Change	Percent Change
2000	\$890,992	-	-	2000	\$112,710	-	-
2001	\$1,047,345	\$156,353	17.55%	2001	\$119,156	\$6,446	5.72%
2002	\$1,253,933	\$206,588	19.72%	2002	\$141,511	\$22,355	18.76%
2003	\$1,579,037	\$325,104	25.93%	2003	\$171,739	\$30,228	21.36%
2004	\$2,064,866	\$485,829	30.77%	2004	\$164,765	(\$6,974)	(4.06%)
2005	\$2,473,686	\$408,820	19.80%	2005	\$223,427	\$58,662	35.60%
2006	\$2,865,682	\$391,996	15.85%	2006	\$245,322	\$21,895	9.80%
2007	\$3,045,602	\$179,920	6.28%	2007	\$276,631	\$31,309	12.76%
2008	\$3,245,984	\$200,382	6.58%	2008	\$240,291	(\$36,340)	(13.14%)
2009	\$3,217,080	(\$28,904)	(0.89%)	2009	\$297,715	\$57,424	23.90%
2010	\$3,307,196	\$90,116	2.80%	2010	\$316,182	\$18,467	6.20%
2011	\$3,052,252	(\$254,944)	(7.71%)	2011	\$396,020	\$79,838	25.25%
2012	\$2,993,214	(\$59,038)	(1.93%)	2012	\$429,174	\$33,154	8.37%
2013	\$2,985,544	(\$7,670)	(0.26%)	2013	\$500,525	\$71,351	16.63%
2014	\$3,103,460	\$117,916	3.95%	2014	\$450,002	(\$50,523)	(10.09%)
2015	\$3,131,188	\$27,727	0.89%	2015	\$456,196	\$6,194	1.38%
<b>2016</b>	<b>\$3,147,795</b>	<b>\$16,607</b>	<b>0.53%</b>	<b>2016</b>	<b>\$468,693</b>	<b>\$12,497</b>	<b>2.74%</b>

OTHER INFORMATION

Fiscal Year End	CPI Year	Tax Levy Year	CPI For Tax Levy Dec. thru Dec. CPI	Police Pension Levy as a % of Overall Extension	Taxes as a % of General Fund Revenues		Budget Budget
					Dollar Amount	Percent of Total Revenues	
2002	1999	2000	2.70%	11.23%	\$785,683	23.30%	
2003	2000	2001	3.40%	10.21%	\$956,969	21.69%	
2004	2001	2002	1.60%	10.14%	\$1,163,490	25.14%	
2005	2002	2003	2.40%	9.81%	\$1,430,078	25.35%	
2006	2003	2004	1.90%	7.39%	\$1,584,478	28.62%	
2007	2004	2005	3.30%	8.28%	\$2,350,090	36.49%	
2008	2005	2006	3.40%	7.89%	\$2,839,983	36.69%	
2009	2006	2007	2.50%	8.33%	\$3,029,873	41.24%	
2010	2007	2008	4.10%	6.89%	\$3,233,625	52.83%	
2011	2008	2009	0.10%	8.47%	\$3,205,781	49.00%	
2012	2009	2010	2.70%	8.73%	\$3,283,408	49.18%	
2013	2010	2011	1.50%	11.48%	\$3,041,331	43.17%	
2014	2011	2012	3.00%	12.54%	\$2,974,339	42.50%	
2015	2012	2013	1.70%	14.36%	\$2,915,171	40.96%	
2016	2013	2014	1.50%	12.66%	\$3,093,960	41.13%	
<b>2017</b>	<b>2014</b>	<b>2015</b>	<b>0.80%</b>	<b>12.72%</b>	<b>\$3,120,745</b>	<b>42.50%</b>	<b>Budget</b>
<b>2018</b>	<b>2015</b>	<b>2016</b>	<b>0.70%</b>	<b>12.96%</b>	<b>\$3,145,745</b>	<b>42.40%</b>	<b>Budget</b>

**VILLAGE OF ROUND LAKE  
HISTORICAL INFORMATION**

**FINAL EXTENSION**

<b>Levy Year</b>	<b>Dollar Extension</b>	<b>Portion of Increase from CPI</b>	<b>%</b>	<b>Portion of Increase from Growth</b>	<b>%</b>	<b>Total Dollar Change</b>	<b>Percent Change</b>
2000	\$1,003,702	\$21,121	2.70%	\$200,309	25.61%	\$221,430	28.31%
2001	\$1,166,501	\$34,126	3.40%	\$128,673	12.82%	\$162,799	16.22%
2002	\$1,395,444	\$18,664	1.60%	\$210,279	18.03%	\$228,943	19.63%
2003	\$1,750,776	\$33,491	2.40%	\$321,842	23.06%	\$355,332	25.46%
2004	\$2,229,631	\$33,265	1.90%	\$445,590	25.45%	\$478,855	27.35%
2005	\$2,697,113	\$73,578	3.30%	\$393,904	17.67%	\$467,482	20.97%
2006	\$3,111,004	\$91,702	3.40%	\$322,189	11.95%	\$413,891	15.35%
2007	\$3,322,233	\$77,775	2.50%	\$133,454	4.29%	\$211,229	6.79%
2008	\$3,486,275	\$136,212	4.10%	\$27,831	0.84%	\$164,042	4.94%
2009	\$3,514,795	\$3,486	0.10%	\$25,034	0.72%	\$28,520	0.82%
2010	\$3,623,378	\$94,899	2.70%	\$13,683	0.39%	\$108,583	3.09%
2011	\$3,448,272	-	-	-	-	(\$175,106)	(4.83%)
2012	\$3,422,388	-	-	-	-	(\$25,884)	(0.75%)
2013	\$3,486,069	\$58,181	1.70%	\$5,501	0.16%	\$63,681	1.86%
2014	\$3,553,463	\$52,291	1.50%	\$15,102	0.43%	\$67,393	1.93%
2015	\$3,587,384	\$28,428	0.80%	\$5,494	0.15%	\$33,921	0.95%
<b>2016</b>	<b>\$3,616,488</b>	<b>\$25,112</b>	<b>0.70%</b>	<b>\$3,992</b>	<b>0.11%</b>	<b>\$29,104</b>	<b>0.81%</b>

**GENERAL FUND REVENUES & TRANSFERS IN**

**GENERAL FUND EXPENSES & TRANSFERS OUT**

<b>Fiscal Year End</b>	<b>Dollar Amount</b>	<b>Dollar Change</b>	<b>Percent Change</b>	<b>Fiscal Year End</b>	<b>Dollar Amount</b>	<b>Dollar Change</b>	<b>Percent Change</b>
2001	\$2,694,615	-	-	2001	\$2,652,268	-	-
2002	\$3,371,406	\$676,791	25.12%	2002	\$3,082,691	\$430,423	16.23%
2003	\$4,411,068	\$1,039,662	30.84%	2003	\$3,675,653	\$592,962	19.24%
2004	\$4,628,490	\$217,422	4.93%	2004	\$4,326,895	\$651,242	17.72%
2005	\$5,641,238	\$1,012,748	21.88%	2005	\$5,178,589	\$851,694	19.68%
2006	\$5,535,669	(\$105,569)	(1.87%)	2006	\$5,095,161	(\$83,428)	(1.61%)
2007	\$6,439,555	\$903,886	16.33%	2007	\$6,488,071	\$1,392,910	27.34%
2008	\$7,741,519	\$1,301,964	20.22%	2008	\$6,978,994	\$490,923	7.57%
2009	\$7,346,617	(\$394,902)	(5.10%)	2009	\$6,181,698	(\$797,296)	(11.42%)
2010	\$6,120,939	(\$1,225,678)	(16.68%)	2010	\$6,432,694	\$250,996	4.06%
2011	\$6,543,072	\$422,133	6.90%	2011	\$6,194,942	(\$237,752)	(3.70%)
2012	\$6,675,773	\$132,701	2.03%	2012	\$5,909,554	(\$285,389)	(4.61%)
2013	\$7,044,609	\$368,836	5.52%	2013	\$5,961,274	\$51,720	0.88%
2014	\$6,998,599	(\$46,010)	(0.65%)	2014	\$7,483,364	\$1,522,090	25.53%
2015	\$7,116,530	\$117,931	1.69%	2015	\$7,143,914	(\$339,451)	(4.54%)
<b>2016 (A)</b>	<b>\$7,522,323</b>	<b>\$405,793</b>	<b>5.70%</b>	<b>2016</b>	<b>\$7,467,525</b>	<b>\$323,611</b>	<b>4.53%</b>
<b>2017 (B)</b>	<b>\$7,342,115</b>	<b>(\$180,208)</b>	<b>(2.40%)</b>	<b>2017</b>	<b>\$8,673,406</b>	<b>\$1,205,881</b>	<b>16.15%</b>
<b>2018 (B)</b>	<b>\$7,418,866</b>	<b>\$76,751</b>	<b>1.05%</b>	<b>2018</b>	<b>\$8,637,343</b>	<b>(\$36,063)</b>	<b>(0.42%)</b>

(A) - 2016 Cash Basis (not audited)

(B) - 2017 Budget amount.



VILLAGE OF ROUND LAKE  
**AGENDA ITEM SUMMARY**

**TITLE:** CATHODIC PROTECTION CONTRACT

**Agenda Item No. 5.5**

*Executive Summary*

Staff recommends entering into a contract with Corpro Companies, Inc. to perform an inspection and check of the cathodic protection systems on Village elevated water storage tanks. The cathodic protection system helps inhibit rust from forming on the metal and prolongs the life of the storage tanks and towers.

Corpro Companies has completed the inspections for over ten years and staff has been generally pleased with their work.

*Recommended Action*

Adopt a Resolution Approving a Contract with Corpro Companies Inc. for Cathodic Protection Inspections on Two Elevated Water Storage Tanks in an Amount not Exceed \$1,640.00

<b>Committee:</b> PW/F&CA and Engineering		<b>Meeting Date(s):</b> 10/17/16 & 11/07/16		
<b>Lead Department:</b> Public Works		<b>Presenter:</b> Adam Wedoff, Director of Public Works		
<b>Item Budgeted:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  <b>If amount requested is over budget, a detailed explanation of what account(s) the overage will be charged to will be provided in the Executive Summary or attached detail.</b>	<b>Account(s)</b>	<b>Budget</b>	<b>Expenditure</b>	
	Other Items	\$41,334.00		
	Item Requested	\$2,600.00	\$1,640.00	
	YTD Actual		\$13,411.78	
	Amount Encumbered		\$0.00	
	50-60-79-77903	\$43,934.00	\$15,051.78	
	Request is over/under budget:			
	Under		\$28,882.22	
Over	-			

**Resolution 2016-R-\_\_**

**A Resolution Approving a Quote from Corrpro Companies for Cathodic Protection Inspection**

**WHEREAS**, a cathodic protection system helps inhibit rust from forming on metal and prolongs the life of Village water storage tanks and towers; and

**WHEREAS**, Corrpro Companies has completed the Village's inspections for over ten years and Village staff has been generally pleased with their work; and

**WHEREAS**, pursuant to Village Code Section 3.08.010, Village staff recommends that rather than soliciting price quotes from other vendors, that Corrpro Companies' bid be approved.

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

**Section One:** The quote from Corrpro Companies to perform an inspection and check of the cathodic protection systems on Village elevated water storage tanks, attached hereto as Exhibit A, is hereby approved at a price not to exceed \$1,640.00.

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

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

**APPROVED:**

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Daniel A. MacGillis, Village President

**ATTEST:**

---

Patricia C. Blauvelt, Village Clerk

PASSED:

APPROVED:

AYES:

NAYS:

ABSENT:

**Exhibit A**

**Quote from Corrpro Companies**



Houston • Cleveland • Atlanta • Phoenix • Los Angeles • Calgary • Edmonton • Montreal • London  
Waterworks Division  
1055 West Smith Road  
Medina, OH 44256  
Tel: (330) 725-6681  
Fax: (330) 723-6065  
[www.corrpro.com](http://www.corrpro.com)

October 3, 2016

OUR ADDRESS HAS CHANGED.  
PO BOX 721 IS CLOSED. PLEASE  
USE: 1055 WEST SMITH ROAD,  
MEDINA OHIO 44256

MR. MARK KILARSKI  
ROUND LAKE, VILLAGE OF  
DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE SUPERINTENDENT  
442 NORTH CEDAR LAKE ROAD  
ROUND LAKE, IL 60073

Reference: Cathodic Protection Corrosion Control System

Dear Customer:

Enclosed is our maintenance agreement proposal which will provide for the inspection of the cathodic protection corrosion control equipment listed therein. Your early acceptance will allow for the proper scheduling by the Corrpro Waterworks operational facility in your area of this necessary service to evaluate the corrosion control system in the structure(s) covered by this agreement. Upon approval, please return a signed copy to the address indicated above. If you prefer, you may fax your response to 330/723-6065.

You will also note that we have included a checklist of additional tank services we provide. While these services do not pertain directly to the operation of your corrosion control equipment, many of our customers have expressed a need for them. In the event you wish to subscribe to any of these services, simply complete the form accordingly and return one copy to us. Please bear in mind that the service charges indicated are *in addition to* the fee quoted for maintenance to your cathodic protection equipment.

We ask that you please not hesitate to contact us in the event you wish to extend this agreement, in full year increments, beyond the expiration date indicated or if you have any questions whatsoever regarding the services we provide. The Contracts Center's Toll-Free number is 800/443-3516.

Very truly yours,

Ellen Hutcheson  
Assistant Contracts Administrator

Enclosure



an AEGION company

ANNUAL SERVICE AGREEMENT
WATER STORAGE TANK / CLARIFIER
CATHODIC PROTECTION SYSTEM(S)

Customer: 2419112
Contract: 66798

ROUND LAKE, VILLAGE OF
DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE SUPERINTENDENT
442 NORTH CEDAR LAKE ROAD
ROUND LAKE IL 60073
United States
ATTN: MR. MARK KILARSKI

1055 West Smith Road
Medina, OH 44256
Phone: 330.725.6681
Fax: 330.723.6065
contractcenter@corrpro.com

Table with 6 columns: Structure, Capacity, Designation/Location, System No., Plan, Amount. Rows include Single Pedestal Water Tank and Elevated Tank.

For contract period 1/1/2017 through 12/31/2017

Total Lump Sum \$1,640.00

\* Price reflects multiple tank discount.

All service plans include one site visit per contract term to include 1 through 5. Additional plan services as noted below.

- 1. Tank-to-Water potential profile within tank to monitor and verify effectiveness of system on submerged surface of tank.
2. Electrical Measurements to test anode and reference cells.
3. Inspect, test, and clean rectifier, controls, meters, contacts, wiring and connections. Replace fuses as required.
4. Adjust system for optimum corrosion control on submerged metal surface of tank.
5. Submit report with all data obtained, evaluation of data, and recommendations for continued performance.

Plan "A" Service: Includes one annual inspection as indicated including repair and/or replacement of anodes and rectifiers as required.

Plan "B" Service: Includes one annual inspection as indicated including repair and/or replacement of anodes as required.

Plan "C" Service: Includes only services listed in items 1 thru 5 above.

Plan "AA" Service: Includes two inspections annually as indicated including spring installation and fall removal of anodes as well as repair and/or replacement of anodes and rectifiers as required.

Plan "BB" Service: Includes two inspections annually as indicated including spring installation and fall removal of anodes as well as repair and/or replacement as required.

Plan "CC" Service: Includes two inspections annually as indicated including spring installation and fall removal of anodes.

Payment is due at the start of the contract period. Additional repairs or replacements of system components would be subject to the subscriber's approval. This agreement does not effect in any way the original warranty on the system(s) described above.

Please Include Job Site Contact Person: Phone Number:

CORRPRO COMPANIES, INC.

SUBSCRIBER'S ACCEPTANCE

Handwritten signature of Ellen Hutcherson

Signature:

Hutcherson, Ellen R

Date: 10/3/2016

Printed Name / Title:

Date:

Subscriber to mail one signed copy to CORRPRO at the above address.



VILLAGE OF ROUND LAKE  
**AGENDA ITEM SUMMARY**

**TITLE: SECOND CLCJAWA DELIVERY STRUCTURE DESIGN**

**Agenda Item No. 5.6**

*Executive Summary*

Staff recommends accepting a proposal from CDM Smith Inc. to complete the design engineering for a second CLCJAWA receiving station located in Raymond Park off of Chardon Road. As a part of the new West Group expansion line serving Volo and Wauconda, CLCJAWA has agreed to provide a second connection point to the Village. In order to take advantage of this, the Village is required to build a receiving structure to tie into the transmission main. This second connection will provide added redundancy to the Village’s water supply and better water pressure in the southern areas of the Village.

CDM Smith is currently working on the design of the CLCJAWA transmission main and delivery structures for the West Group expansion. They do a significant amount of work for CLCJAWA and will be able to seamlessly incorporate the Village’s work into CLCJAWA’s bid packages. This will help reduce design and construction costs.

This design will not include the proposed booster pumping station or any other water main improvements. That work will be brought forward separately.

*Recommended Action*

Adopt a Resolution Approving a Proposal from CDM Smith Inc. to Complete the Design Engineering for a Second CLCJAWA receiving station in an amount not to Exceed \$74,450.00

<b>Committee:</b> PW/F&CA and Engineering		<b>Meeting Date(s):</b> 10/17/16 & 11/07/2016	
<b>Lead Department:</b> Public Works		<b>Presenter:</b> Adam Wedoff, Director of Public Works	
<b>Item Budgeted:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  <b>If amount requested is over budget, a detailed explanation of what account(s) the overage will be charged to will be provided in the Executive Summary or attached detail.</b>	<b>Account(s)</b>	<b>Budget</b>	<b>Expenditure</b>
	Other Items	\$2,868,581.00	
	Item Requested	\$75,000.00	\$74,450.00
	YTD Actual		\$45,398.86
	Amount Encumbered		\$0.00
	50-60-81-88101	\$2,943,581.00	\$119,848.86
	Request is over/under budget:		
	Under		\$2,823,732.14
	Over	-	

**Resolution 2016-R-\_\_\_**

**A Resolution Accepting a Proposal from CDM Smith, Inc. to Complete the Design Engineering for a Second CLCJAWA Receiving Station**

**WHEREAS**, as a part of the new West Group expansion line serving Volo and Wauconda, the Central Lake County Joint Action Water Agency (CLCJAWA) has agreed to provide a second connection point to the Village; and

**WHEREAS**, in order to take advantage of this, the Village is required to build a receiving structure to tie into the transmission main in Raymond Park off of Chardon Road; and

**WHEREAS**, this second connection will provide added redundancy to the Village's water supply and better water pressure in the southern areas of the Village; and

**WHEREAS**, this design will not include the proposed booster pumping station or any other water main improvements and that work will be brought forward separately; and

**WHEREAS**, CDM Smith, Inc., is currently working on the design of the CLCJAWA transmission main and delivery structures for the West Group expansion, and Village staff believes CDM Smith will seamlessly incorporate the Village's work on the second receiving station into the CLCJAWA bid packages; and

**WHEREAS**, pursuant to Village Code Section 3.08.010, Village staff recommend that the Village President and Board of Trustees of the Village of Round Lake authorize CDM Smith to perform the design engineering work for the second CLCJAWA receiving station.

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

**Section One:** That the Proposal from CDM Smith, Inc. to complete the design engineering for a second CLCJAWA receiving station located in Raymond Park off of Chardon Road, attached hereto as Exhibit A, is hereby approved at a cost not to exceed \$74,450.00.

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

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

**APPROVED:**

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Daniel A. MacGillis, Village President

**ATTEST:**

---

Patricia C. Blauvelt, Village Clerk

PASSED:

APPROVED:

AYES:

NAYS:

ABSENT:

**Exhibit A**

**Proposal from CDM Smith, Inc.**



125 South Wacker Drive, Suite 600  
Chicago, Illinois 60606

October 4, 2016

Adam Wedoff  
Director of Public Works  
Village of Round Lake

Subject: Round Lake Delivery Structure No. 2  
CDM Smith Scope & Fee for Services through Bidding

Dear Mr. Wedoff:

CDM Smith is pleased to present the following scope of services to complete the design of the new Round Lake delivery structure as part of the CLCJAWA West Group Water System Expansion Project.

Key assumptions made in development of this scope are as follows:

- The Village of Round Lake has selected and procured the land needed for the new delivery structure.
- The new delivery structure will be bid and constructed as part of the CLCJAWA West Group Water System Expansion Project.
- Design criteria for CLCJAWA delivery structures established as part of the CLCJAWA West Group Water System Expansion Project will apply to the new delivery structure.
- Transmission piping and other improvements downstream of the new Round Lake delivery structure are not part of this scope of services.
- The current project plan and application with the IEPA for State Revolving Fund loan will be modified to reflect the addition of a third delivery structure.

## Project Scope

CDM Smith will coordinate the needed field investigations for the new Round Lake delivery structure and complete detailed design in parallel to the CLCJAWA West Group Water System Expansion Project.



## **Task 1.0 – Field Investigations**

### **Task 1.1 – Topographic Survey**

CDM Smith will retain the services of an Illinois licensed surveyor to prepare a limited topographic and utility survey of the selected site of the new Round Lake delivery structure.

The surveyor will research and determine the location of utilities within the project area. Research shall include obtaining utility information from private utilities, municipalities, or other sources in order to provide a complete and accurate topographic and utility survey that includes above ground utilities and known below ground utilities and their associated appurtenances.

The topographic and utility survey will be based upon the following:

- The topographic survey will create a base map showing planimetric features within the limits of the survey. The topographic survey will contain one-foot contours and spot elevations for an approximate area of 42,000 sqft just north of Chardon Road.
- The topographic survey will identify approximate property boundaries based on Lake County assessor parcel data, rights-of-way, tax block and lot information and lot owner name, as available. A boundary survey will not be conducted as part of this scope of services.
- The location and elevation of belowground and aboveground features and structures will be shown including utility poles, guy wires, manholes, storm drains, hydrants, fences, drainage ditches, drainage structures, streams, woods lines, trees, railroad tracks, building structures, curbing, sidewalks, retaining walls, roads, edge of pavement, driveways, mail boxes, utilities, and landmarks.
- The location (and elevation where readily available) of accessible underground utilities including valves, valve and meter boxes, blowoffs, and other features of sanitary sewers, storm sewers, electrical vaults, telephone vaults, and other utilities will be shown on the survey based on public utility locate service markouts. Only a limited research of public records will be performed as part of this scope of services. For each sanitary sewer manhole, storm sewer manhole, and storm sewer structure, additional data on internal piping including pipe orientation, pipe diameter, and pipe material will be provided as available from field inspections and from publicly accessible data. Rim and invert elevations shall be surveyed without any person physically entering a confined area, such as a manhole. No physical test pits are included as part of this scope of services. Vertical datum will be NAVD 1988. Horizontal datum shall be NAD 1983. All horizontal and vertical control will conform to Class I Third Order Accuracy, and tied to the Illinois East State Plane Coordinate System.
- Obtain the locations of geotechnical soil borings in the project area.

- Set durable monuments at selected field locations for horizontal and vertical control points along in the project area to be used during construction.

### Task 1.2 – Geotechnical Investigation

CDM Smith will arrange for a program of test borings to confirm the subsurface conditions for the selected site of the new Round Lake delivery structure. It is assumed that no hazardous materials will be encountered during the course of this work. The following summarizes the proposed field program associated with the Geotechnical Investigation.

- Two (2) soil borings having a total vertical depth of 60 feet will be taken using truck-mounted conventional drilling equipment. Borings will be performed at locations designated by CDM Smith. It is assumed that these borings will consist of no rock coring. If organic soils having a SPT N-value less than 10 blows per foot are encountered above the approximate drill depth, the drill depth will be continued past this point.
- For each boring, Standard Penetration Testing will be performed continuously to a depth of 12 feet and then at 5 feet intervals thereafter. Photoionization detector (PID) readings will be documented at select sampled intervals as coordinated by CDM Smith.
- Laboratory and grain size distribution analysis of soil samples for classification tests for identifying soil properties and to give an accurate representation of soil conditions will be performed. Lab testing and subcontractor’s field logs will be used for geotechnical analyses and design recommendations. Soil samples will be taken in accordance with the procedures of the Standard Penetration Test. For the purposes of this scope of services the following testing shall be performed:

Test	ASTM Designation	Estimated Number of Tests
Visual Classification Soil Sample	D 2488	every split spoon interval
Moisture Content Determination	D 2216	2
Gradation - Sieve Analysis	D 422	2
Gradation - Combined Sieve and Hydrometer Analysis	D 422	2
Atterberg Limits	D 4318	2
Organic Content	D 2794	1
Consolidation	D 2435	1
Triaxial Compression – Consolidated Undrained	D4768	1
Corrosion Testing (soil resistivity, oxidation-reduction potential, chloride and sulfate ion concentration, and soil pH)		2



Corrosion sampling and analysis of select parameters will be performed at areas selected by the corrosion engineer, and provided to the corrosion engineer for evaluating the corrosion potential of subsurface conditions.

### **Task 1.3 – Radio Path Study**

CDM Smith will coordinate with a radio path specialty firm to have complete a physical propagation study for the new Round Lake delivery structure. The study will include a system block diagram showing signal routing, antenna heights and gain, as well as, detailed drawings of typical antenna system installation recommendations.

### **Task 2.0 – Contract Documents**

CDM Smith will develop Contract Documents for the new Round Lake delivery structure in coordination with the CLCJAWA West Group Water System Expansion Project. As part of this task, CDM Smith will complete the following:

- 60% and 90% design documents for the new delivery structure. The structure will be designed based on the P&ID and design criteria developed under the Agency’s expansion projects.
- Each delivery structure will include the following:
  - Underground structural vault with hatch/ladder access
  - Piping, valves, and instruments as shown on P&ID
  - Unit heater and dehumidification unit.
  - New electrical ComEd Service
  - Chlorine residual, flow, and pressure monitoring equipment
  - New radio to communicate analog and digital signals to the WTP
  - New PLC control panel
  - Civil/site improvements at each delivery structure site.
- The design work for the new delivery structure will include civil/site, structural, architectural, plumbing, electrical, process and instrumentation. A new electrical service for the delivery structure will be coordinated with ComEd.

- After review and approval, final (100%) Contract Documents will be developed. The documents will include contract agreement forms, general conditions, supplementary conditions, bid forms, invitations to bid, instructions to bidders, bond forms, general requirements, and supplementary information, plus the technical specifications and engineering drawings prepared in the tasks above.
- Coordinate with the Round Lake Pump Station Project by others.

### **Task 3.0 – Hydraulic and Surge Analysis**

CDM Smith will perform a hydraulic and surge analysis based on the selected site and desired flow for the new Round Lake delivery structure. As part of this analysis, CDM Smith will complete the following:

- Confirm current and future flows for the Village of Round Lake
- Using the CLCJAWA hydraulic model, confirm pipeline sizing based on a recommended route, and provide the Village of Round Lake with a range of estimated delivery pressure
- The hydraulic model will also be used to confirm water age information and provide water quality guidance
- Evaluate the impact of the new Round Lake delivery structure on the surge model developed for the CLCJAWA West Group System Expansion Project.
- Summarize the results of the hydraulic and surge analysis for the Village of Round Lake in a technical memorandum.

### **Task 4.0 – Cost Estimation**

CDM Smith will prepare a cost estimate based on the 60% drawings for the new Round Lake delivery structure. The cost estimate will be update based on the 90% drawings and specifications.

The opinion of construction cost will follow the CSI format, including construction cost allowances and contingencies based on the level of design development. The level of accuracy for construction cost estimates varies depending on the level of detail to which the project has been defined at the time the estimate is developed. The American Association of Cost Engineers has established a guideline for cost estimate accuracy vs. level of project development. The opinion of probable construction cost prepared for this task is considered a budgetary type with an estimated accuracy of +20% to -10% at 60% completion, and +15% to - 5% at 90% completion.

### Task 5.0 – Bidding Services

CDM Smith will provide bidding services for the new Round Lake delivery structure in coordination with the CLCJAWA West Group Water System Expansion Project. As part of this task, CDM Smith will provide the following:

- Facilitate a pre-bid meeting at the site of new Round Lake delivery structure
- Answer questions during bidding and issue addenda as appropriate to interpret or clarify the Bidding Documents pertaining to the new Round Lake delivery structure

### Task 6.0 – Project Management, Coordination, and Meetings

CDM Smith will provide following services as part of this task:

- Attend and facilitate two (2) meetings with the Village of Round Lake.
- Develop and monitor project schedule and budget on a monthly basis.
- Subcontractor management
- Maintain a checklist of outstanding and upcoming responsibilities and tasks.
- Prepare monthly summary reports and invoices.

## Project Fee

CDM Smith will perform the outlines scope of work for a lump sum amount of \$74,450.00. Invoices with progress reports will be submitted on a monthly basis for the work completed to date.

Task	Budget
Task 1.0 – Field Investigations	\$17,750
Task 2.0 – Contract Documents	\$33,350
Task 3.0 – Hydraulic and Surge Analysis	\$5,250
Task 4.0 – Cost Estimation	\$5,250
Task 5.0 – Bidding Services	\$2,250
Task 6.0 – Project Management, Coordination, and Meetings	\$10,600
<b>Total Fee</b>	<b>\$74,450</b>

## Project Schedule

The overall schedule and milestone submittals for the new Round Lake delivery structure will match those of the CLCJAWA West Group Water System Expansion Project.





Mr. Adam Wedoff

October 4, 2016

Page 7

We look forward to the opportunity to work directly with the Village of Round Lake. Please do not hesitate to contact either myself or Amrou Atassi with any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Amrou Atassi".

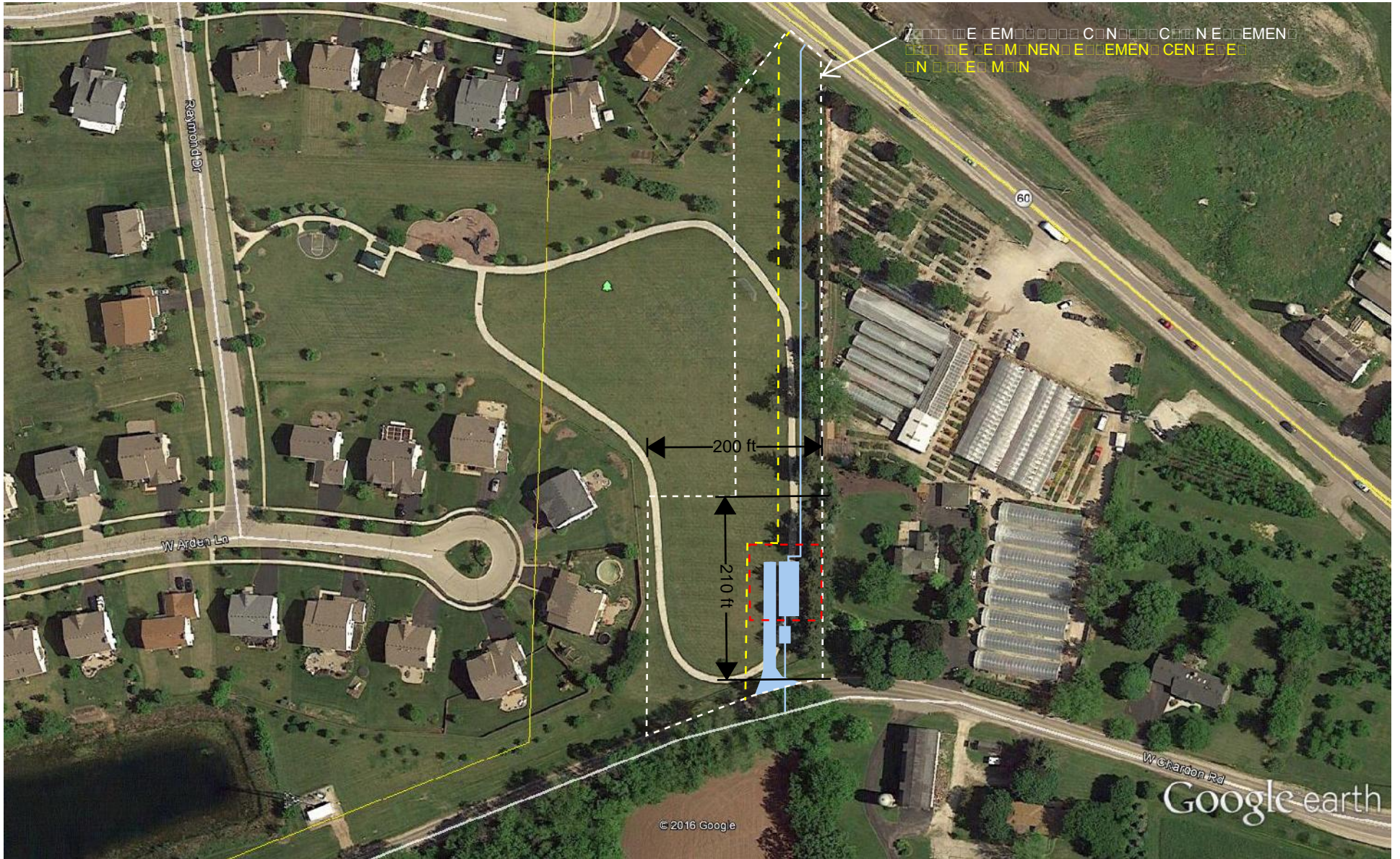
Amrou Atassi, P.E., BCEE  
Associate  
CDM Smith Inc.

A handwritten signature in blue ink, appearing to read "Brandon J. Celaya".

Brandon J. Celaya, P.E.  
Project Manager  
CDM Smith Inc.

Attachments: Map of Proposed Delivery Structure Location





E E M C N C N E E M E N  
 E E M N E E M E N C E E E  
 N E E M N

Google earth



E F N E N  
 E M N E N  
 E C N C C C C N N E C N

E C N C N  
 - E C E N  
 - M N  
 - F ' E M N  
 - E  
 - FENCE



VILLAGE OF ROUND LAKE  
**AGENDA ITEM SUMMARY**

**TITLE: PUBLIC WORKS SURPLUS ITEMS**

**Agenda Item No. 5.7**

*Executive Summary*

The Public Works Department has a bumper and plow hitch assembly that was taken off of truck 54 when it was refurbished. Staff is requesting permission to dispose of the item through auction if possible or sold for recycled metal.

*Recommended Action*

Adopt an Ordinance to Allow the Public Works Department Surplus Property to be Sold at Auction or sold for recycled metal.

<b>Committee:</b> PW/F&CA and Engineering	<b>Meeting Date(s):</b> 10/17/16 & 11/07/216																																	
<b>Lead Department:</b> Public Works	<b>Presenter:</b> Adam Wedoff, Director of Public Works																																	
<b>Item Budgeted:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A  If amount requested is over budget, a detailed explanation of what account(s) the overage will be charged to will be provided in the Executive Summary or attached detail.	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;">Account(s)</th> <th style="width: 20%;">Budget</th> <th style="width: 40%;">Expenditure</th> </tr> </thead> <tbody> <tr> <td>Other Items</td> <td style="text-align: right;">\$0.00</td> <td></td> </tr> <tr> <td> </td> <td></td> <td></td> </tr> <tr> <td>Item Requested</td> <td style="text-align: right;">\$0.00</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>YTD Actual</td> <td></td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Amount Encumbered</td> <td></td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td> </td> <td></td> <td></td> </tr> <tr> <td> </td> <td style="text-align: right;">\$0.00</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td colspan="3">Request is over/under budget:</td> </tr> <tr> <td style="text-align: right;">Under</td> <td colspan="2">-</td> </tr> <tr> <td style="text-align: right;">Over</td> <td colspan="2">-</td> </tr> </tbody> </table>	Account(s)	Budget	Expenditure	Other Items	\$0.00					Item Requested	\$0.00	\$0.00	YTD Actual		\$0.00	Amount Encumbered		\$0.00					\$0.00	\$0.00	Request is over/under budget:			Under	-		Over	-	
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Amount Encumbered		\$0.00																																
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Request is over/under budget:																																		
Under	-																																	
Over	-																																	

**ORDINANCE NO. \_\_**

**An Ordinance Authorizing the Disposal of Surplus Village Property**

**Whereas**, the Village President and Board of Trustees have determined, according to State statute, that there exists certain personal property owned by the Village that is no longer necessary or useful to the Village; and

**NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ROUND LAKE, LAKE COUNTY, ILLINOIS, as follows:**

**SECTION ONE:** Pursuant to Section 11-76-4 of the Illinois Municipal Code, 65 ILCS 5/11-76-4, the President and Board of Trustees find that the property listed below is no longer necessary or useful to the Village and hereby declare it as surplus property.

- Bumper and plow hitch assembly taken off Truck 54 when it was refurbished

**SECTION TWO:** That pursuant to the authority of Section 11-76-4 of the Illinois Municipal Code, the President and Board of Trustees hereby authorize and direct the Director of Public Works, or his designee, to dispose of said surplus property in any manner he sees fit which may include sale, auction or donation of the property, or any other lawful means.

**SECTION THREE:** That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

**APPROVED:**

\_\_\_\_\_  
Daniel A. MacGillis, Village President

**ATTEST:**

\_\_\_\_\_  
Patricia C. Blauvelt, Village Clerk

PASSED:

APPROVED:

AYES:

NAYS:

ABSENT:



VILLAGE OF ROUND LAKE

**AGENDA ITEM SUMMARY**

**TITLE: COMPUTERS & SERVER REPLACEMENT**

**Agenda Item No. 5.8**

*Executive Summary*

There is budgeted a total of seventeen (17) computers in fiscal year end 2017, seven (7) in Administration, six (6) in Police, two (2) in Public Works, and two (2) in the Building Department. There is also one (1) server budgeted to replace the Village Hall Server.

Three vendors were contacted for quotes, Current Technologies, CDW, and Paragon Micro. All three quotes are attached with the lowest from Paragon Micro at \$11,389.83 for seventeen (17) computers, excluding shipping. Paragon Micro also had the lowest quote for the Village Hall Server at \$9,599.99, excluding shipping.

In the past, the computer installations were allotted to the normal Current Technologies maintenance day(s) to reduce labor charges. However, the installation of all the computers took considerable time and staff requested Current Technologies to complete the project on non-normal maintenance days. Therefore, in the current year, staff requested a labor quote from Current Technologies to perform the installation above the normal contracted hours.

*Recommended Action*

Adopt a Resolution to Purchase a Village Hall Servicer and Seventeen (17) Computers from Paragon Micro in an Amount not to Exceed \$20,989.82 and for Labor Cost in an Amount of \$10,375.00 with Current Technologies to Provide the Installation Services

<b>Committee:</b> -	<b>Meeting Date(s):</b> 10/17/16 & 11/07/2016																														
<b>Lead Department:</b> Administration	<b>Presenter:</b> Steven J. Shields, Village Administrator																														
<p><b>Item Budgeted:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p><b>If amount requested is over budget, a detailed explanation of what account(s) the overage will be charged to will be provided in the Executive Summary or attached detail.</b></p> <p><b>Notes:</b> None</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Account(s)</th> <th style="text-align: center;">Budget</th> <th style="text-align: center;">Expenditure</th> </tr> </thead> <tbody> <tr> <td>61-+-91-99117</td> <td>IT Equipment</td> <td></td> </tr> <tr> <td>Other Items</td> <td></td> <td></td> </tr> <tr> <td>Item Requested</td> <td colspan="2" style="text-align: center;"><b>See Attached Analysis</b></td> </tr> <tr> <td>Y-T-D Actual</td> <td></td> <td></td> </tr> <tr> <td>Amount Encumbered</td> <td></td> <td></td> </tr> <tr> <td style="text-align: right;"><b>Grand Total</b></td> <td style="text-align: right;"><b>\$0.00</b></td> <td style="text-align: right;"><b>\$0.00</b></td> </tr> <tr> <td colspan="3">Request is over/under budget:</td> </tr> <tr> <td style="text-align: right;">Under</td> <td colspan="2">-</td> </tr> <tr> <td style="text-align: right;">Over</td> <td colspan="2">-</td> </tr> </tbody> </table>	Account(s)	Budget	Expenditure	61-+-91-99117	IT Equipment		Other Items			Item Requested	<b>See Attached Analysis</b>		Y-T-D Actual			Amount Encumbered			<b>Grand Total</b>	<b>\$0.00</b>	<b>\$0.00</b>	Request is over/under budget:			Under	-		Over	-	
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Under	-																														
Over	-																														

**Resolution 2016-R-\_\_**

**A Resolution Approving Quote from Paragon Micro for Computers and a Server and Labor Costs with Current Technologies to Provide Installation Services**

**WHEREAS**, to complete public work efficiently and meet the market expectations for the technology required to interact with the public and local businesses, the Village solicited bids for seventeen computers and one server; and

**WHEREAS**, of the 17 computers, 7 will be used in Administration, 6 in Police, 2 in Public Works, and 2 in the Building Department; and

**WHEREAS**, the lowest bid meeting the specified bid requirements was from Paragon Micro for a total of \$20,989.92; and

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

**Section One:** The quoted price from Paragon Micro for the purchase of seventeen (17) computers and one (1) server, attached as Exhibit A, is hereby approved at a cost not to exceed \$20,989.92 (\$11,389.93 excluding shipping for computers, and \$9,599.99 excluding shipping for the server).

**Section Two:** The quoted price from Current Technologies for Labor cost to provide installation services for the purchase of seventeen (17) computers and one (1) server, attached as Exhibit A, is hereby approved at a cost not to exceed \$10,375.00 (\$6,375.00 for computers, and \$4,000.00 for the server).

**Section Three:** The Mayor and Village Administrator are authorized to execute all necessary documents to carry out this Resolution.

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

**APPROVED:**

---

Daniel A. MacGillis, Village President

**ATTEST:**

---

Patricia C. Blauvelt, Village Clerk

PASSED:

APPROVED:

AYES:

NAYS:

ABSENT:

**Exhibit A**

**Quote from Paragon Micro & Current Technologies**



**Paragon Micro**  
Global Business Technology Today

**Paragon Micro**  
2 Corporate Dr  
Suite 105  
Lake Zurich, Illinois 60047  
United States  
<http://www.paragonmicro.com>  
(P) (866) 380-8663  
(F) 847-637-8172

**Quotation (Open)**

<b>Date</b> Sep 20, 2016 12:46 PM CDT	<b>Expiration Date</b> 2016-11-19
---	--------------------------------------

**Doc #**  
734616 - rev 1 of 1

**Description**  
Dell Opt. 3040 - i5/8GB/256GB SSD  
(17)

**SalesRep**  
Russo, Jeff  
(P) 847-719-8417  
(F) 847-637-8367

**Customer Contact**  
Shields, Steve  
(P) 847-546-5400  
[sshields@eroundlake.com](mailto:sshields@eroundlake.com)

**Customer**  
Village of Round  
Lake (VO32529)  
Shields, Steve  
442 N. Cedar Lake Road  
Round Lake, IL 60073  
United States

**Bill To**  
Village of Round Lake  
Payable, Accounts  
442 N. Cedar Lake Road  
Round Lake, IL 60073  
United States  
(P) 847-546-5400  
[sshields@eroundlake.com](mailto:sshields@eroundlake.com)

**Ship To**  
Village of Round Lake  
Shields, Steve  
442 N. Cedar Lake Road  
Round Lake, IL 60073  
United States  
(P) 847-546-5400  
[sshields@eroundlake.com](mailto:sshields@eroundlake.com)

**Customer PO:**

**Terms:**  
Net 30

**Ship Via:**  
FedEx Ground

**Special Instructions:**

**Carrier Account #:**

#	Description	Part #	Tax	Qty	Unit Price	Total
1	Dell OptiPlex 3040 SFF - 1 x Core i5 6500 / 3.2 GHz - RAM 8 GB - SSD 256 GB - DVD-Writer - HD Graphics 530 - GigE - Win 10 Pro 64-bit - Monitor : none - keyboard: English	YRY3H	No	17	\$669.99	\$11,389.83

**Customer Notes**  
<empty>

SALES TAXES ARE ESTIMATED and may change depending on the rates levied by the destination's tax jurisdiction at the time of invoicing.

Finalized invoice will be sent by Paragon Micro's Accounting Department.

Thank you for your order. We value your business and will continue to provide you with excellent service in addition to our comprehensive product line.

Subtotal:	\$11,389.83
Tax (7.500%):	\$0.00
Shipping:	\$0.00
<b>Total:</b>	<b>\$11,389.83</b>

**PRICING AND INFORMATION DISCLAIMER**

All pricing is subject to change without notice. For all prices, products and offers, Paragon Micro, Inc. reserves the right to make adjustments due to changing market conditions, product discontinuation, manufacturer price changes, errors in advertisements and other extenuating circumstances. While Paragon Micro, Inc. uses reasonable efforts to include accurate and up-to-date information on the Site, Paragon Micro, Inc. makes no warranties or representations as to the Site's accuracy. Paragon Micro, Inc. assumes no liability or



**Paragon Micro**  
Global Business Technology Today

**Paragon Micro**  
2 Corporate Dr  
Suite 105  
Lake Zurich, Illinois 60047  
United States  
<http://www.paragonmicro.com>  
(P) (866) 380-8663  
(F) 847-637-8172

**Quotation (Open)**

<b>Date</b> Sep 23, 2016 12:39 PM CDT	<b>Expiration Date</b> 2016-11-22
---	--------------------------------------

**Doc #**  
735264 - rev 1 of 1

**Description**  
Dell PE R730xd

**SalesRep**  
Russo, Jeff  
(P) 847-719-8417  
(F) 847-637-8367

**Customer Contact**  
Shields, Steve  
(P) 847-546-5400  
[sshields@eroundlake.com](mailto:sshields@eroundlake.com)

**Customer**  
Village of Round  
Lake (VO32529)  
Shields, Steve  
442 N. Cedar Lake Road  
Round Lake, IL 60073  
United States

**Bill To**  
Village of Round Lake  
Payable, Accounts  
442 N. Cedar Lake Road  
Round Lake, IL 60073  
United States  
(P) 847-546-5400  
[sshields@eroundlake.com](mailto:sshields@eroundlake.com)

**Ship To**  
Village of Round Lake  
Shields, Steve  
442 N. Cedar Lake Road  
Round Lake, IL 60073  
United States  
(P) 847-546-5400  
[sshields@eroundlake.com](mailto:sshields@eroundlake.com)

**Customer PO:**

**Terms:**  
Net 30

**Ship Via:**  
FedEx Ground

**Special Instructions:**

**Carrier Account #:**

#	Description	Part #	Tax	Qty	Unit Price	Total
1	Dell PowerEdge R730xd - 2x Xeon E5-2630 v3 2.4GHz / 128GB RAM/ 6x 1.2TB 10K RPM SAS HDs 2x 16GB SD Card for IDSDM / 3 Yrs Pro Support	3000000454911.1	No	1	\$9,599.99	\$9,599.99

Part #	Tax	Qty	Unit Price	Total
<b>Dell R730xd Server 1 - -</b>				
329-BCZK PE R730/xd Motherboard MLK 1 - -				
461-AADZ No Trusted Platform Module 1 - -				
350-BBEU Chassis with up to 12, 3.5" Hard Drives 1 - -				
340-AKPM PowerEdge R730xd Shipping 1 - -				
338-BFFU Intel Xeon E5-2630 v3 2.4GHz,20M Cache,8.00GT/s QPI,Turbo,HT,8C/16T (85W) Max Mem 1866MHz 1 - -				
374-BBHD Upgrade to Two Intel Xeon E5-2630 v3 2.4GHz,20M Cache,8.00GT/s QPI,Turbo,HT,8C/16T (85W) 1 - -				
370-ABWE DIMM Blanks for System with 2 Processors 1 - -				
374-BBHM Standard Heatsink for PowerEdge R730/R730xd 1 - -				
374-BBHM Standard Heatsink for PowerEdge R730/R730xd 1 - -				
370-ACPH 2400MT/s RDIMMs 1 - -				
370-AAIP Performance Optimized 1 - -				
780-BBLL RAID 6 for H330/H730/H730P (4-24 HDDs or SSDs) 1 - -				
405-AAEG PERC H730 Integrated RAID Controller, 1GB Cache 1 - -				
385-BBHN iDRAC8 Express, integrated Dell Remote Access Controller, Express 1 - -				
330-BBCL Internal Dual SD Module 1 - -				
385-BBCF Redundant SD Cards Enabled 1 - -				
385-BBJL 16GB SD Card For iDSDM 1 - -				
385-BBJL 16GB SD Card For iDSDM 1 - -				
350-BBEJ Bezel 1 - -				
770-BBBQ ReadyRails Sliding Rails Without Cable Management Arm 1 - -				
384-BBBL Performance BIOS Settings 1 - -				
450-ADWS Dual, Hot-plug, Redundant Power Supply (1+1), 750W 1 - -				
631-AAJG Electronic System Documentation and OpenManage DVD Kit, PowerEdge R730/xd 1 - -				
619-ABVR No Operating System 1 - -				
421-5736 No Media Required 1 - -				
332-1286 US Order 1 - -				
330-BBCO R730/xd PCIe Riser 2, Center 1 - -				
330-BBCR R730/xd PCIe Riser 1, Right 1 - -				
540-BBBW Broadcom 5720 QP 1Gb Network Daughter Card 1 - -				
976-9007 Dell Hardware Limited Warranty Plus On Site Service 1 - -				
976-9010 MISSION CRITICAL PACKAGE: Enhanced Services, 3 Year 1 - -				
976-9011 Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 3 Year 1 - -				
976-9012 ProSupport: 7x24 HW / SW Tech Support and Assistance, 3 Year 1 - -				
989-3439 Thank you choosing Dell ProSupport. For tech support, visit <a href="http://www.dell.com/support">http://www.dell.com/support</a> or call 1-800- 945-3355 1 - -				
900-9997 On-Site Installation Declined 1 - -				
973-2426 Declined Remote Consulting Service 1 - -				
370-ACNS 32GB RDIMM, 2400MT/s, Dual Rank, x4 Data Width 4 - -				
400-AJOV 1.2TB 10K RPM SAS 12Gbps 2.5in Hot-plug Hard Drive,3.5in HYB CARR 6 - -				
450-AALV NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America 2 - -				

**Customer Notes**

<empty>

SALES TAXES ARE ESTIMATED and may change depending on the rates levied by the destination's tax jurisdiction at the time of invoicing.

Finalized invoice will be sent by Paragon Micro's Accounting Department.

Thank you for your order. We value your business and will

continue to provide you with excellent service in addition to our comprehensive product line.

Subtotal:	\$9,599.99
Tax (7.500%):	\$0.00
Shipping:	\$0.00
<b>Total:</b>	<b>\$9,599.99</b>

**PRICING AND INFORMATION DISCLAIMER**

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# CDW-G Quote Confirmation: Quote #HKKZ565/P.O. Ref. HKKZ565

Jacob George <jacogeo@cdwg.com>

Mon 9/26/2016 3:59 PM

To:George Boothe <gboothe@currenttech.net>;

[View in a browser](#)

CDW-G

Quote Confirmation

**DEAR GEORGE BOOTHE,**

Thank you for considering CDW\*G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

[Convert Quote to Order](#)

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
HKKZ565	9/26/2016	HKKZ565	1875840	<b>\$22,521.64</b>

CDw.com

QUOTE DETAILS						
ITEM		QTY	CDW#	UNIT PRICE	EXT. PRICE	
Dell OptiPlex	<a href="#">Dell OptiPlex 3040 - Core i5 6500 3.2 GHz - 8 GB - 256 GB - English</a> Mfg. Part#: YRY3H UNSPSC: 43211508 Contract: Standard Pricing	17	4095924	\$670.43	\$11,397.31	
DELL CTO PE	<a href="#">DELL CTO PE R730XD 2XE5-2630 128 PSP</a> Mfg. Part#: 734300634 Contract: Standard Pricing	1	4311699	\$11,000.00	\$11,000.00	
<b>SHIPPING DETAILS</b>					<b>SUBTOTAL</b>	\$22,397.31
<b>Shipping Address:</b> VILLAGE OF ROUND LAKE GEORGE BOOTHE <a href="#">442 N CEDAR LAKE RD</a> <a href="#">ROUND LAKE, IL 60073-2852</a> <b>Phone:</b> (847) 546-5400 <b>Shipping Method:</b> Dynamex Messenger Overnight 4:30 pm <b>Payment Terms:</b> Net 30 Days-Govt State/Local					<b>SHIPPING</b>	\$124.33
					<b>GRAND TOTAL</b>	<b>\$22,521.64</b>
<a href="#">Convert Quote to Order</a>						

Need Assistance? CDW\*G SALES CONTACT INFORMATION

**Jacob George** | (866) 682-3510 | [jacogeo@cdwg.com](mailto:jacogeo@cdwg.com)

Date 09/09/16  
Quote # CTCQ16612  
Quoted By MRhodes

Current Technologies  
1423 Centre Circle  
Downers Grove, IL 60515  
630.388.0240  
fax: 630.388.0241  
[currenttech.net](http://currenttech.net)



## Quote | Order Form

### Sold To:

Round Lake, Village of  
Steven Shields  
442 N. Cedar Lake Road  
Round Lake, IL 60073  
United States  
Phone: (847) 546-5400  
Fax:  
[sshields@eroundlake.com](mailto:sshields@eroundlake.com)

### Ship To:

Round Lake, Village of  
Steven Shields  
442 N. Cedar Lake Road  
Round Lake, IL 60073  
United States  
Phone: (847) 546-5400  
Fax:  
[sshields@eroundlake.com](mailto:sshields@eroundlake.com)

Line #	Description	Qty	Unit Price	Ext. Price
1	<b>PC's</b>			
2	Dell OptiPlex 3000 3040 Desktop Computer - Intel Core i5 (6th Gen) i5-6500 3.20 GHz - Small Form Factor - 8 GB DDR3L SDRAM RAM - 256 GB SSD - DVD-Writer DVD±R/±RW - Intel HD Graphics 530 - DDR3L SDRAM Graphics - Windows 10 Pro 64-bit (English/French/Spanish) - English Keyboard - HDMI - 4 x USB 3.0 Port(s)	17	\$766.25	\$13,026.25
3				
4	<b>Labor</b>			
5	Fixed Fee Labor - Replacement of 17 PC's - includes setup at user desk, setup of any required programs and printer mappings	1	\$6,375.00	\$6,375.00
			Total	\$19,401.25



Date 09/09/16  
 Quote # CTCQ15387-01  
 Quoted By MRhodes

Current Technologies  
 1423 Centre Circle  
 Downers Grove, IL 60515  
 630.388.0240  
 fax: 630.388.0241  
 currenttech.net



Quote | Order Form

**Sold To:**

Round Lake, Village of  
 Steven Shields  
 442 N. Cedar Lake Road  
 Round Lake, IL 60073  
 United States  
 Phone: (847) 546-5400  
 Fax:  
 sshields@eroundlake.com

**Ship To:**

Round Lake, Village of  
 Steven Shields  
 442 N. Cedar Lake Road  
 Round Lake, IL 60073  
 United States  
 Phone: (847) 546-5400  
 Fax:  
 sshields@eroundlake.com

VMware Host Server Replacement

Line #	Description	Qty	Unit Price	Ext. Price
1	<b>Server Hardware</b>			
2	Dell PowerEdge R730xd Server (210-ADBC) Chassis with up to 12, 3.5" Hard Drives (350-BBEU) Intel Xeon E5-2630 v3 2.4GHz,20M Cache,8.00GT/s QPI,Turbo,HT,8C/16T (85W) Max Mem 1866MHz (338-BFFU) Upgrade to Two Intel Xeon E5-2630 v3 2.4GHz,20M Cache,8.00GT/s QPI,Turbo,HT,8C/16T (85W) (374-BBHD) (4) 32GB RDIMM, 2400MT/s, Dual Rank, x4 Data Width (370-ACNS) (6) 1.2TB 10K RPM SAS 12Gbps 2.5in Hot-plug Hard Drive,3.5in HYB CARR (400-AJOV) RAID 6 for H330/H730/H730P (4-24 HDDs or SSDs) (780-BBLL) PERC H730 Integrated RAID Controller, 1GB Cache (405-AAEG) Broadcom 5720 QP 1Gb Network Daughter Card (540-BBBW) iDRAC8 Express, integrated Dell Remote Access Controller, Express (385-BBHN) Bezel (350-BBEJ) ReadyRails Sliding Rails Without Cable Management Arm (770-BBBQ) Dual, Hot-plug, Redundant Power Supply (1+1), 750W (450-ADWS) (2) NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America (450-AALV) Internal Dual SD Module (330-BBCL) Redundant SD Cards Enabled (385-BBCF) (2) 16GB SD Card For IDSDM (385-BBJL) Dell Hardware Limited Warranty Plus On Site Service (976-9007) MISSION CRITICAL PACKAGE: Enhanced Services, 3 Year (976-9010) Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 3 Year (976-9011) ProSupport: 7x24 HW / SW Tech Support and Assistance, 3 Year (976-9012)	1	\$12,135.16	\$12,135.16
3				
4	<b>Labor</b>			
5	Fixed Fee Labor Server transition and one Windows Server 2012 build/migration to replace Windows Server 2003 VM. Exchange, Backup	1	\$4,000.00	\$4,000.00

Line #	Description	Qty	Unit Price	Ext. Price
	Server and DC VM's migrate over as-is.			
			Total	\$16,135.16

Existing Customer VMware and Microsoft licensing to be utilized

Any lease payments shown are estimates only and final figures will be provided by third party lender subject to credit approval. The purchase of products and/or services from Current Technologies are subject to the standard terms and conditions located at the following URL: <http://www.currenttech.net/terms> By signing this Quote/Order Form you are agreeing that you have read and agreed to the terms and conditions.

All software renewals require prepayment. Hardware/Software orders over \$2,500 require 50% payment up front, 50% due within 15 days of receipt. Pricing valid for 30 days from date of quotation. Labor not included unless explicitly stated in writing.

**Shipping/Handling & applicable sales tax are not included in this quote and will be Invoiced.**

Quote # CTCQ15387-01

Agreed and Accepted:

\_\_\_\_\_  
Round Lake, Village of

\_\_\_\_\_  
Date

\_\_\_\_\_  
PO #

Ordering Instructions: Email to: [orders@currenttech.net](mailto:orders@currenttech.net) or Fax to: 630-388-0241

## Technology Replacement Items

### Replacement Computers

Vendor	Price Per Computer	Quantity	Total	Shipping	Grand Total	
Paragon Micro	\$669.99	17	\$11,389.83	\$0.00	\$11,389.83	Low
CDW	\$670.43	17	\$11,397.31	\$0.00	\$11,397.31	
Current Technologies	\$766.25	17	\$13,026.25	\$0.00	\$13,026.25	

### Village Hall Server Replacement

Vendor	Price Per Computer	Quantity	Total	Shipping	Grand Total	
Paragon Micro	\$9,599.99	1	\$9,599.99	\$0.00	\$9,599.99	Low
CDW	\$11,000.00	1	\$11,000.00	\$0.00	\$11,000.00	
Current Technologies	\$12,135.16	1	\$12,135.16	\$0.00	\$12,135.16	

### Labor - Sole Source Through Current Technologies

Labor Type	Amount	Quantity	Per Piece
Computer Installation	\$6,375.00	17	\$375.00
Server Installation	\$4,000.00	1	\$4,000.00

	Police	Admin.	PW	Building	Total
Computers	6	7	2	2	17
Actual Cost	\$4,019.94	\$4,689.93	\$1,339.98	\$1,339.98	\$11,389.83
Budget	\$6,000.00	\$7,000.00	\$2,000.00	\$2,000.00	\$17,000.00
Remaining	\$1,980.06	\$2,310.07	\$660.02	\$660.02	\$5,610.17
Labor Costs	\$2,250.00	\$2,625.00	\$750.00	\$750.00	\$6,375.00
(Over)/Under	(\$269.94)	(\$314.93)	(\$89.98)	(\$89.98)	(\$764.83)

#### Server Costs:

Server	\$9,599.99	
Labor Costs	\$4,000.00	
Total	\$13,599.99	
Budget	\$15,000.00	
(Over)/Under	\$1,400.01	
Computers & Labor	(\$764.83)	Amount over
Net	\$635.18	\$634 under budget between the server & the 17 computer replacements

VILLAGE OF ROUND LAKE

S E P T E M B E R 2 0 1 6



M O N T H L Y T R E A S U R E R ' S R E P O R T

Wayde Frerichs  
Director of Finance

# Revenues and Expenses

## For the Period Ending September 30, 2016

41.67% of the Annual Operating Budget

Fund	Revenues			Expenses		
	<u>Annual Budget</u>	<u>YTD Actual</u>	<u>% of Budget</u>	<u>Annual Budget</u>	<u>YTD Actual</u>	<u>% of Budget</u>
General Fund	7,342,115.00	5,086,517.44	69%	8,673,406.00	3,217,960.59	37%
Motor Fuel Tax Fund	645,043.00	274,397.72	43%	1,275,480.00	294,157.55	23%
SSA #1 Bright Meadows	23,743.00	23,471.42	99%	32,350.00	15,222.85	47%
2005 Debt Service Fund	260,007.00	102,768.68	40%	282,356.00	10,902.50	4%
2010 Debt Service Fund	582,005.00	276,926.65	48%	527,305.00	205,527.50	39%
2011 Debt Service Fund	393,001.00	184,605.89	47%	384,525.00	36,837.50	10%
Capital Projects Fund	425,139.00	164,039.25	39%	861,360.00	54,605.77	6%
Water/Sewer Fund	4,172,692.00	1,795,384.31	43%	7,166,945.00	1,434,861.89	20%
Commuter Parking Lot Fund	75,037.00	37,981.25	51%	271,234.00	9,136.92	3%
Vehicle Replacement Fund	315,465.00	158,313.11	50%	369,023.00	139,017.71	38%
Technology Replacement Fund	104,312.00	37,215.37	36%	55,700.00	7,313.39	13%
Building Replacement Fund	102,336.00	42,643.36	42%	178,000.00	23,522.98	13%
<b>Total</b>	<b>14,440,895.00</b>	<b>8,184,264.45</b>		<b>20,077,684.00</b>	<b>5,449,067.15</b>	

\*The following funds are not presented above; Police Pension, Working Cash, Impact Fee, Builders Escrow, Lakewood Grove #1,3,&4, and General Fixed Asset A/C Group.

# Cash, Cash Equivalents, & Investments

## As of September 30, 2016

Fund	Cash & Cash		Total
	Equivalents	Investments	
General Fund	6,846,788.45	896,140.27	7,742,928.72
Motor Fuel Tax Fund	779,149.53	-	779,149.53
SSA #1 Bright Meadows	142,774.04	-	142,774.04
2005 Debt Service Fund	158,523.40	-	158,523.40
2010 Debt Service Fund	120,709.36	1,239.82	121,949.18
2011 Debt Service Fund	148,244.91	-	148,244.91
Capital Projects Fund	1,381,595.89	100,998.23	1,482,594.12
Water/Sewer Fund	3,868,712.97	3,354,695.82	7,223,408.79
Commuter Parking Lot Fund	405,483.73	-	405,483.73
Vehicle Replacement Fund	173,578.71	-	173,578.71
Technology Replacement Fund	192,051.87	-	192,051.87
Building Replacement Fund	344,451.99	-	344,451.99
<b>Total</b>	<b>14,562,064.85</b>	<b>4,353,074.14</b>	<b>18,915,138.99</b>

\*The following funds are not presented above; Police Pension, Working Cash, Impact Fee, Builders Escrow Lakewood Grove #1,3,&4, and General Fixed Asset A/C Group.

VILLAGE OF ROUND LAKE  
 DETAILED REVENUE & EXPENSE REPORT  
 MONTH & YTD ACTUAL WITH OUTSTANDING ENCUMBRANCES  
 FOR 5 PERIODS ENDING SEPTEMBER 30, 2016

FUND: GENERAL FUND

ACCOUNT NUMBER	DESCRIPTION	SEPTEMBER ACTUAL	FISCAL YEAR BUDGET	FISCAL YEAR-TO-DATE ACTUAL	OUTSTANDING ENCUMBRANCES	UNCOLLECTED/ UNENCUMBERED BALANCE	% COLL/ EXP.
REVENUES							
REVENUES							
TAXES							
01-05-50-55001	REAL ESTATE TAXES	1,394,389.02	3,120,745.00	3,052,639.93	0.00	68,105.07	98
TOTAL TAXES		1,394,389.02	3,120,745.00	3,052,639.93	0.00	68,105.07	98
INTERGOVERNMENTAL							
01-05-52-55201	ROAD & BRIDGE TAX	28,473.55	60,000.00	64,015.86	0.00	(4,015.86)	107
01-05-52-55203	STATE USE TAX	39,484.15	429,792.00	178,839.82	0.00	250,952.18	42
01-05-52-55205	SALES TAX	42,929.74	500,000.00	200,419.28	0.00	299,580.72	40
01-05-52-55207	STATE INCOME TAX	269,282.07	1,865,478.00	929,356.04	0.00	936,121.96	50
01-05-52-55209	REPLACEMENT TAX	0.00	24,395.00	8,083.98	0.00	16,311.02	33
01-05-52-55211	VIDEO GAMING TAX	6,659.33	52,000.00	33,141.75	0.00	18,858.25	64
TOTAL INTERGOVERNMENTAL		386,828.84	2,931,665.00	1,413,856.73	0.00	1,517,808.27	48
LICENSES & PERMITS							
01-05-54-55401	BUSINESS LICENSES	80.00	7,500.00	1,735.00	0.00	5,765.00	23
01-05-54-55403	VENDOR LICENSES	0.00	2,080.00	210.00	0.00	1,870.00	10
01-05-54-55405	LIQUOR LICENSES	0.00	26,400.00	1,250.00	0.00	25,150.00	5
01-05-54-55409	BUILDING PERMITS	15,462.00	52,500.00	52,746.79	0.00	(246.79)	100
01-05-54-55411	INSPECTION FEES	0.00	1,300.00	250.00	0.00	1,050.00	19
01-05-54-55412	OCCUPANCY INSPECTION	0.00	0.00	0.00	0.00	0.00	0
TOTAL LICENSES & PERMITS		15,542.00	89,780.00	56,191.79	0.00	33,588.21	63
CHARGES FOR SERVICES							
01-05-56-55605	LAB/EQUIP REIMB-MFT	0.00	0.00	0.00	0.00	0.00	0
01-05-56-55611	SALE OF PUBLICATIONS	0.00	0.00	5.88	0.00	(5.88)	100
01-05-56-55613	GARBAGE FEES	49,189.45	605,000.00	252,200.00	0.00	352,800.00	42
01-05-56-55615	ZONING HEARING FEES	0.00	2,750.00	168.00	0.00	2,582.00	6
01-05-56-55617	PUD FILING FEES	0.00	0.00	0.00	0.00	0.00	0
01-05-56-55619	OFF / ACCIDENT RECEIPTS	170.00	1,900.00	416.55	0.00	1,483.45	22
01-05-56-55623	LEIN REVENUE	0.00	0.00	265.53	0.00	(265.53)	100
TOTAL CHARGES FOR SERVICES		49,359.45	609,650.00	253,055.96	0.00	356,594.04	42

VILLAGE OF ROUND LAKE  
 DETAILED REVENUE & EXPENSE REPORT  
 MONTH & YTD ACTUAL WITH OUTSTANDING ENCUMBRANCES  
 FOR 5 PERIODS ENDING SEPTEMBER 30, 2016

FUND: GENERAL FUND

ACCOUNT NUMBER	DESCRIPTION	SEPTEMBER ACTUAL	FISCAL YEAR BUDGET	FISCAL YEAR-TO-DATE ACTUAL	OUTSTANDING ENCUMBRANCES	UNCOLLECTED/ UNENCUMBERED BALANCE	% COLL/ EXP.
<b>REVENUES</b>							
<b>FINES &amp; FORFEITS</b>							
01-05-60-56001	FINES	8,716.67	35,000.00	28,452.07	0.00	6,547.93	81
01-05-60-56003	CIRCUIT COURT FINES	7,712.05	125,000.00	46,056.49	0.00	78,943.51	37
01-05-60-56005	SENATE 740 REVENUES	986.62	14,775.00	3,904.76	0.00	10,870.24	26
01-05-60-56007	SEIZURE: COMPUTER CRIME	0.00	0.00	0.00	0.00	0.00	0
01-05-60-56009	FEDERAL SEIZURES	0.00	18,450.00	0.00	0.00	18,450.00	0
01-05-60-56010	STATE SEIZURES	0.00	0.00	1,543.79	0.00	(1,543.79)	100
01-05-60-56015	FALSE ALARM FEES	0.00	0.00	0.00	0.00	0.00	0
<b>TOTAL FINES &amp; FORFEITS</b>		<b>17,415.34</b>	<b>193,225.00</b>	<b>79,957.11</b>	<b>0.00</b>	<b>113,267.89</b>	<b>41</b>
<b>GRANTS</b>							
01-05-62-56200	GRANT INCOME	12,028.20	7,800.00	18,401.20	0.00	(10,601.20)	236
<b>TOTAL GRANTS</b>		<b>12,028.20</b>	<b>7,800.00</b>	<b>18,401.20</b>	<b>0.00</b>	<b>(10,601.20)</b>	<b>236</b>
<b>INVESTMENT INCOME</b>							
01-05-64-56401	INTEREST INCOME	2,404.95	7,750.00	15,033.56	0.00	(7,283.56)	194
<b>TOTAL INVESTMENT INCOME</b>		<b>2,404.95</b>	<b>7,750.00</b>	<b>15,033.56</b>	<b>0.00</b>	<b>(7,283.56)</b>	<b>194</b>
<b>REIMBURSEMENTS</b>							
01-05-65-56508	INSURANCE REIMB.	0.00	0.00	13,088.61	0.00	(13,088.61)	100
01-05-65-56520	SRO REIMBURSEMENT	0.00	46,000.00	10,533.90	0.00	35,466.10	23
<b>TOTAL REIMBURSEMENTS</b>		<b>0.00</b>	<b>46,000.00</b>	<b>23,622.51</b>	<b>0.00</b>	<b>22,377.49</b>	<b>51</b>
<b>MISCELLANEOUS REVENUE</b>							
01-05-66-56601	MISCELLANEOUS RECEIPTS	2,174.30	60,000.00	26,497.94	0.00	33,502.06	44
01-05-66-56602	CASH OVER/SHORT	25.01	0.00	1.27	0.00	(1.27)	100
01-05-66-56607	COMCAST CABLE FRANCHISE	0.00	177,550.00	99,581.68	0.00	77,968.32	56
01-05-66-56608	AT&T VIDEO FRANCHISE	0.00	74,200.00	32,011.10	0.00	42,188.90	43
01-05-66-56609	AT&T FRANCHISE	376.26	4,000.00	1,881.30	0.00	2,118.70	47
01-05-66-56610	AT&T PEG FEES	0.00	13,250.00	6,402.23	0.00	6,847.77	48
01-05-66-56611	RECYCLING REBATE SWAL	535.85	500.00	535.85	0.00	(35.85)	107
01-05-66-56617	RENT PAYMENT	500.00	6,000.00	2,500.00	0.00	3,500.00	42

VILLAGE OF ROUND LAKE  
 DETAILED REVENUE & EXPENSE REPORT  
 MONTH & YTD ACTUAL WITH OUTSTANDING ENCUMBRANCES  
 FOR 5 PERIODS ENDING SEPTEMBER 30, 2016

FUND: GENERAL FUND

ACCOUNT NUMBER	DESCRIPTION	SEPTEMBER ACTUAL	FISCAL YEAR BUDGET	FISCAL YEAR-TO-DATE ACTUAL	OUTSTANDING ENCUMBRANCES	UNCOLLECTED/ UNENCUMBERED BALANCE	% COLL/ EXP.
REVENUES							
REVENUES							
MISCELLANEOUS REVENUE							
01-05-66-56619	AUCTION PROCEEDS	721.50	0.00	4,347.28	0.00	(4,347.28)	100
TOTAL MISCELLANEOUS REVENUE		4,332.92	335,500.00	173,758.65	0.00	161,741.35	52
TOTAL REVENUES: REVENUES		1,882,300.72	7,342,115.00	5,086,517.44	0.00	2,255,597.56	69
ADMINISTRATION							
EXPENSES							
PAYROLL EXPENSES							
01-20-70-67001	REGULAR SALARIES	22,053.78	330,000.00	130,668.68	0.00	199,331.32	40
01-20-70-67006	ELECTED OFFICIALS SALARIES	3,700.00	45,600.00	18,500.00	0.00	27,100.00	41
01-20-70-67011	COMMITTEE MEMBER SALARIES	0.00	4,425.00	415.00	0.00	4,010.00	9
01-20-70-67021	PART-TIME SALARIES	1,188.11	12,500.00	3,359.08	0.00	9,140.92	27
01-20-70-67031	OVERTIME	0.00	250.00	0.00	0.00	250.00	0
TOTAL PAYROLL EXPENSES		26,941.89	392,775.00	152,942.76	0.00	239,832.24	39
TAXES, PENSIONS, & INSURANCE							
01-20-71-67101	IMRF	2,264.93	34,250.00	13,419.70	0.00	20,830.30	39
01-20-71-67107	DENTAL INSURANCE	261.49	3,225.00	1,134.04	0.00	2,090.96	35
01-20-71-67108	VISION INSURANCE	22.30	400.00	113.59	0.00	286.41	28
01-20-71-67109	LIFE INSURANCE	30.85	245.00	93.48	0.00	151.52	38
01-20-71-67110	HEALTH INSURANCE	(511.53)	54,000.00	13,803.04	0.00	40,196.96	26
01-20-71-67111	SOCIAL SECURITY	1,614.41	24,300.00	9,236.96	0.00	15,063.04	38
01-20-71-67112	MEDICARE	377.60	5,700.00	2,160.40	0.00	3,539.60	38
TOTAL TAXES, PENSIONS, & INSURANCE		4,060.05	122,120.00	39,961.21	0.00	82,158.79	33
PERSONNEL RELATED							
01-20-72-67204	DUES & MEMBERSHIPS	0.00	8,055.00	2,222.01	0.00	5,832.99	28
01-20-72-67208	MEETINGS, TRAVEL, & TRAINING	2,120.43	19,250.00	2,276.03	0.00	16,973.97	12
01-20-72-67234	HIRING PROCESS	156.75	600.00	227.75	0.00	372.25	38
TOTAL PERSONNEL RELATED		2,277.18	27,905.00	4,725.79	0.00	23,179.21	17

VILLAGE OF ROUND LAKE  
 DETAILED REVENUE & EXPENSE REPORT  
 MONTH & YTD ACTUAL WITH OUTSTANDING ENCUMBRANCES  
 FOR 5 PERIODS ENDING SEPTEMBER 30, 2016

FUND: GENERAL FUND

ACCOUNT NUMBER	DESCRIPTION	SEPTEMBER ACTUAL	FISCAL YEAR BUDGET	FISCAL YEAR-TO-DATE ACTUAL	OUTSTANDING ENCUMBRANCES	UNCOLLECTED/ UNENCUMBERED BALANCE	% COLL/ EXP.
<b>ADMINISTRATION EXPENSES</b>							
<b>PROFFESIONAL SERVICES</b>							
01-20-73-77301	AUDITING EXPENSE	0.00	23,022.00	2,100.00	0.00	20,922.00	9
01-20-73-77307	ENGINEERING EXPENSES	2,408.38	19,000.00	5,533.82	0.00	13,466.18	29
01-20-73-77309	VILLAGE PLANNER	300.00	45,000.00	300.00	0.00	44,700.00	1
01-20-73-77311	VILLAGE PROSECUTOR	0.00	2,000.00	562.50	0.00	1,437.50	28
01-20-73-77313	LEGAL SERVICES	25,779.50	85,250.00	66,477.00	0.00	18,773.00	78
01-20-73-77314	ORDINANCE REVIEW - LEGAL	0.00	2,000.00	0.00	0.00	2,000.00	0
01-20-73-77315	ECONOMIC DEVELOPMENT MARKETING	0.00	25,000.00	0.00	0.00	25,000.00	0
01-20-73-77319	CONSULTANT STUDIES	0.00	50,000.00	0.00	0.00	50,000.00	0
<b>TOTAL PROFFESIONAL SERVICES</b>		<b>28,487.88</b>	<b>251,272.00</b>	<b>74,973.32</b>	<b>0.00</b>	<b>176,298.68</b>	<b>30</b>
<b>COMMODITIES</b>							
01-20-74-77420	VILLAGE PUBLICATIONS	300.00	7,500.00	300.00	0.00	7,200.00	4
01-20-74-77430	OFFICE SUPPLIES	96.14	6,100.00	1,492.32	0.00	4,607.68	24
01-20-74-77432	POSTAGE EXPENSE	135.19	4,000.00	1,656.90	0.00	2,343.10	41
01-20-74-77440	PRINTING	73.75	1,100.00	1,546.32	0.00	(446.32)	141
<b>TOTAL COMMODITIES</b>		<b>605.08</b>	<b>18,700.00</b>	<b>4,995.54</b>	<b>0.00</b>	<b>13,704.46</b>	<b>27</b>
<b>CONTRACTUAL SERVICES</b>							
01-20-75-77511	PUBLICATIONS & SUBSCRIPTIONS	0.00	500.00	348.36	0.00	151.64	70
01-20-75-77512	NOTIFICATION SYSTEM	0.00	9,000.00	9,000.00	0.00	0.00	100
01-20-75-77515	GARBAGE COLLECTION	80,659.91	971,011.00	402,504.51	0.00	568,506.49	41
01-20-75-77519	INSURANCE PREMIUM	0.00	186,079.00	1,373.50	0.00	184,705.50	1
01-20-75-77537	LEGAL NOTICES/RECORDING FEES	213.38	3,000.00	709.38	0.00	2,290.62	24
01-20-75-77541	SWALCO	0.00	7,758.00	0.00	0.00	7,758.00	0
<b>TOTAL CONTRACTUAL SERVICES</b>		<b>80,873.29</b>	<b>1,177,348.00</b>	<b>413,935.75</b>	<b>0.00</b>	<b>763,412.25</b>	<b>35</b>
<b>MISCELLANEOUS EXPENSE</b>							
01-20-77-77704	SPECIAL EVENTS	137.90	6,250.00	2,010.20	0.00	4,239.80	32
01-20-77-77706	MISCELLANEOUS EXPENSE	1,869.57	9,000.00	4,170.09	0.00	4,829.91	46
01-20-77-77710	BEAUTIFICATION PROGRAM	0.00	5,000.00	3,287.70	0.00	1,712.30	66
01-20-77-77716	FIRE & POLICE COMMISSION	0.00	6,675.00	383.90	0.00	6,291.10	6
<b>TOTAL MISCELLANEOUS EXPENSE</b>		<b>2,007.47</b>	<b>26,925.00</b>	<b>9,851.89</b>	<b>0.00</b>	<b>17,073.11</b>	<b>37</b>

VILLAGE OF ROUND LAKE  
 DETAILED REVENUE & EXPENSE REPORT  
 MONTH & YTD ACTUAL WITH OUTSTANDING ENCUMBRANCES  
 FOR 5 PERIODS ENDING SEPTEMBER 30, 2016

FUND: GENERAL FUND

ACCOUNT NUMBER	DESCRIPTION	SEPTEMBER ACTUAL	FISCAL YEAR BUDGET	FISCAL YEAR-TO-DATE ACTUAL	OUTSTANDING ENCUMBRANCES	UNCOLLECTED/ UNENCUMBERED BALANCE	% COLL/ EXP.
<b>ADMINISTRATION EXPENSES</b>							
<b>BUILDING &amp; GROUNDS</b>							
01-20-79-77901	B&G MAINTENANCE	0.00	1,250.00	19.78	0.00	1,230.22	2
01-20-79-77903	B&G CONTRACTS	717.64	16,630.00	6,196.62	0.00	10,433.38	37
01-20-79-77905	B&G REPAIRS	0.00	4,750.00	2,153.35	0.00	2,596.65	45
<b>TOTAL BUILDING &amp; GROUNDS</b>		<b>717.64</b>	<b>22,630.00</b>	<b>8,369.75</b>	<b>0.00</b>	<b>14,260.25</b>	<b>37</b>
<b>CAPITAL OUTLAY</b>							
01-20-80-88018	OFFICE EQUIPMENT	467.12	6,750.00	3,225.31	0.00	3,524.69	48
<b>TOTAL CAPITAL OUTLAY</b>		<b>467.12</b>	<b>6,750.00</b>	<b>3,225.31</b>	<b>0.00</b>	<b>3,524.69</b>	<b>48</b>
<b>UTILITIES</b>							
01-20-82-88202	TELEPHONE SERVICE	2,379.31	9,500.00	4,384.18	0.00	5,115.82	46
01-20-82-88204	CELLULAR SERVICE	394.32	4,810.00	1,865.26	0.00	2,944.74	39
01-20-82-88208	HEATING	0.00	500.00	0.00	0.00	500.00	0
<b>TOTAL UTILITIES</b>		<b>2,773.63</b>	<b>14,810.00</b>	<b>6,249.44</b>	<b>0.00</b>	<b>8,560.56</b>	<b>42</b>
<b>TECHNOLOGY</b>							
01-20-91-99105	NETWORK REPAIRS	451.29	3,500.00	2,921.18	0.00	578.82	83
01-20-91-99107	IT MAINTENANCE SERVICES	13,991.87	63,654.00	20,831.89	0.00	42,822.11	33
01-20-91-99117	IT EQUIPMENT	0.00	5,000.00	0.00	0.00	5,000.00	0
01-20-91-99119	GIS SUPPORT	0.00	0.00	0.00	0.00	0.00	0
<b>TOTAL TECHNOLOGY</b>		<b>14,443.16</b>	<b>72,154.00</b>	<b>23,753.07</b>	<b>0.00</b>	<b>48,400.93</b>	<b>33</b>
<b>TOTAL EXPENSES: ADMINISTRATION</b>		<b>163,654.39</b>	<b>2,133,389.00</b>	<b>742,983.83</b>	<b>0.00</b>	<b>1,390,405.17</b>	<b>35</b>
<b>POLICE DEPARTMENT EXPENSES</b>							
<b>PAYROLL EXPENSES</b>							
01-40-70-67001	REGULAR SALARIES	165,241.39	2,235,424.00	917,633.66	0.00	1,317,790.34	41
01-40-70-67021	PART-TIME SALARIES	5,296.25	130,335.00	22,476.72	0.00	107,858.28	17
01-40-70-67031	OVERTIME	15,959.38	105,000.00	56,231.63	0.00	48,768.37	54
<b>TOTAL PAYROLL EXPENSES</b>		<b>186,497.02</b>	<b>2,470,759.00</b>	<b>996,342.01</b>	<b>0.00</b>	<b>1,474,416.99</b>	<b>40</b>

VILLAGE OF ROUND LAKE  
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 MONTH & YTD ACTUAL WITH OUTSTANDING ENCUMBRANCES  
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FUND: GENERAL FUND

ACCOUNT NUMBER	DESCRIPTION	SEPTEMBER ACTUAL	FISCAL YEAR BUDGET	FISCAL YEAR-TO-DATE ACTUAL	OUTSTANDING ENCUMBRANCES	UNCOLLECTED/ UNENCUMBERED BALANCE	% COLL/ EXP.
POLICE DEPARTMENT EXPENSES							
TAXES, PENSIONS, & INSURANCE							
01-40-71-67101	IMRF	1,349.75	22,750.00	7,400.81	0.00	15,349.19	33
01-40-71-67107	DENTAL INSURANCE	1,572.04	21,100.00	7,751.66	0.00	13,348.34	37
01-40-71-67108	VISION INSURANCE	215.38	2,800.00	1,037.70	0.00	1,762.30	37
01-40-71-67109	LIFE INSURANCE	253.75	1,700.00	806.41	0.00	893.59	47
01-40-71-67110	HEALTH INSURANCE	(2,994.58)	320,000.00	91,901.71	0.00	228,098.29	29
01-40-71-67111	SOCIAL SECURITY	11,413.92	153,250.00	60,489.01	0.00	92,760.99	39
01-40-71-67112	MEDICARE	2,669.41	36,000.00	14,146.60	0.00	21,853.40	39
01-40-71-67116	UNEMPLOYMENT INSURANCE	0.00	15,236.00	21,160.00	0.00	(5,924.00)	139
TOTAL TAXES, PENSIONS, & INSURANCE		14,479.67	572,836.00	204,693.90	0.00	368,142.10	36
PERSONNEL RELATED							
01-40-72-67202	UNIFORMS	2,581.22	60,900.00	14,688.13	0.00	46,211.87	24
01-40-72-67204	DUES & MEMBERSHIPS	0.00	2,945.00	4,410.00	0.00	(1,465.00)	150
01-40-72-67206	MEDICAL/PSYCHOLOGICAL	0.00	1,000.00	0.00	0.00	1,000.00	0
01-40-72-67208	MEETINGS, TRAVEL, & TRAINING	565.00	40,210.00	5,675.00	0.00	34,535.00	14
01-40-72-67234	HIRING PROCESS	0.00	17,692.00	1,310.00	0.00	16,382.00	7
TOTAL PERSONNEL RELATED		3,146.22	122,747.00	26,083.13	0.00	96,663.87	21
PROFESSIONAL SERVICES							
01-40-73-77311	VILLAGE PROSECUTOR	2,556.25	55,000.00	14,839.25	0.00	40,160.75	27
01-40-73-77313	LEGAL SERVICES	0.00	10,000.00	(877.50)	0.00	10,877.50	(9)
TOTAL PROFESSIONAL SERVICES		2,556.25	65,000.00	13,961.75	0.00	51,038.25	21
COMMODITIES							
01-40-74-77402	AMMO / GUNS	2,602.04	17,000.00	3,833.38	0.00	13,166.62	23
01-40-74-77430	OFFICE SUPPLIES	371.36	6,000.00	1,639.74	0.00	4,360.26	27
01-40-74-77432	POSTAGE	516.98	2,946.00	1,416.69	0.00	1,529.31	48
01-40-74-77434	OPERATING SUPPLIES	78.98	2,500.00	110.42	0.00	2,389.58	4
01-40-74-77440	PRINTING	194.20	3,500.00	2,657.40	0.00	842.60	76
TOTAL COMMODITIES		3,763.56	31,946.00	9,657.63	0.00	22,288.37	30

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POLICE DEPARTMENT EXPENSES							
CONTRACTUAL SERVICES							
01-40-75-77501	ALERTS / MDT LINES	610.06	7,325.00	3,049.83	0.00	4,275.17	42
01-40-75-77503	ANIMAL CONTROL	135.00	1,200.00	370.00	0.00	830.00	31
01-40-75-77505	CENCOM	24,010.00	286,675.00	144,060.00	0.00	142,615.00	50
01-40-75-77511	PUBLICATIONS & SUBSCRIPTIONS	0.00	13,279.00	9,042.00	0.00	4,237.00	68
01-40-75-77525	LAKE COUNTY MEG MEMBERSHIP	0.00	15,600.00	13,200.00	0.00	2,400.00	85
01-40-75-77531	NIPAS EMERGENCY SERV.	295.00	9,169.00	430.00	0.00	8,739.00	5
TOTAL CONTRACTUAL SERVICES		25,050.06	333,248.00	170,151.83	0.00	163,096.17	51
MISCELLANEOUS EXPENSE							
01-40-77-77706	MISCELLANEOUS EXPENSE	122.27	9,620.00	1,069.03	0.00	8,550.97	11
01-40-77-77710	DARE FUND EXPENSES	0.00	1,100.00	0.00	0.00	1,100.00	0
01-40-77-77711	STATE SEIZURE EXPENSES	0.00	0.00	0.00	0.00	0.00	0
01-40-77-77712	SENATE 740 EXPENSES	0.00	7,775.00	98.50	0.00	7,676.50	1
01-40-77-77714	FEDERAL SEIZURE EXPENSES	0.00	6,500.00	0.00	0.00	6,500.00	0
01-40-77-77715	COMPUTER CRIME EXPENSES	0.00	0.00	0.00	0.00	0.00	0
01-40-77-77720	COMMUNITY EDUCATION	50.00	13,500.00	50.00	0.00	13,450.00	0
01-40-77-77722	BICYCLE PATROL EXPENSES	0.00	250.00	0.00	0.00	250.00	0
TOTAL MISCELLANEOUS EXPENSE		172.27	38,745.00	1,217.53	0.00	37,527.47	3
BUILDING & GROUNDS							
01-40-79-77901	B&G MAINTENANCE	29.97	2,200.00	229.73	0.00	1,970.27	10
01-40-79-77903	B&G CONTRACTS	1,731.16	14,590.00	9,178.80	0.00	5,411.20	63
01-40-79-77905	B&G REPAIRS	0.00	5,000.00	0.00	0.00	5,000.00	0
01-40-79-77907	B&G SUPPLIES	69.98	2,000.00	622.89	0.00	1,377.11	31
TOTAL BUILDING & GROUNDS		1,831.11	23,790.00	10,031.42	0.00	13,758.58	42
CAPITAL OUTLAY							
01-40-80-88018	OFFICE EQUIPMENT	418.25	12,740.00	3,355.98	0.00	9,384.02	26
01-40-80-88024	VEHICLE EQUIPMENT	785.00	35,000.00	5,875.00	0.00	29,125.00	17
TOTAL CAPITAL OUTLAY		1,203.25	47,740.00	9,230.98	0.00	38,509.02	19

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POLICE DEPARTMENT EXPENSES							
UTILITIES							
01-40-82-88202	TELEPHONE SERVICE	530.96	3,400.00	1,250.75	0.00	2,149.25	37
01-40-82-88204	CELLULAR SERVICE	631.58	6,600.00	3,052.25	0.00	3,547.75	46
01-40-82-88208	HEATING	0.00	500.00	0.00	0.00	500.00	0
TOTAL UTILITIES		1,162.54	10,500.00	4,303.00	0.00	6,197.00	41
VEHICLE & EQUIPMENT							
01-40-84-88402	GAS & OIL	3,468.83	87,500.00	19,091.56	0.00	68,408.44	22
01-40-84-88404	VEHICLE REPAIRS	1,518.14	28,000.00	4,883.09	0.00	23,116.91	17
01-40-84-88406	VEHICLE MAINTENANCE	362.09	5,000.00	1,629.18	0.00	3,370.82	33
TOTAL VEHICLE & EQUIPMENT		5,349.06	120,500.00	25,603.83	0.00	94,896.17	21
TECHNOLOGY							
01-40-91-99105	NETWORK REPAIRS	215.75	4,500.00	2,102.15	0.00	2,397.85	47
01-40-91-99107	IT MAINTENANCE SERVICES	0.00	61,977.00	3,388.43	0.00	58,588.57	5
TOTAL TECHNOLOGY		215.75	66,477.00	5,490.58	0.00	60,986.42	8
TOTAL EXPENSES: POLICE DEPARTMENT		245,426.76	3,904,288.00	1,476,767.59	0.00	2,427,520.41	38
PUBLIC WORKS EXPENSES							
PAYROLL EXPENSES							
01-60-70-67001	REGULAR SALARIES	20,792.53	290,000.00	112,263.94	0.00	177,736.06	39
01-60-70-67021	PART-TIME SALARIES	0.00	9,657.00	0.00	0.00	9,657.00	0
01-60-70-67026	SEASONAL	914.25	5,500.00	5,347.52	0.00	152.48	97
01-60-70-67031	OVERTIME	280.98	25,000.00	2,255.91	0.00	22,744.09	9
TOTAL PAYROLL EXPENSES		21,987.76	330,157.00	119,867.37	0.00	210,289.63	36
TAXES, PENSIONS, & INSURANCE							
01-60-71-67101	IMRF	2,162.96	33,000.00	11,756.01	0.00	21,243.99	36
01-60-71-67107	DENTAL INSURANCE	249.91	3,350.00	1,193.27	0.00	2,156.73	36
01-60-71-67108	VISION INSURANCE	32.12	450.00	160.60	0.00	289.40	36

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<b>PUBLIC WORKS EXPENSES</b>							
TAXES, PENSIONS, & INSURANCE							
01-60-71-67109	LIFE INSURANCE	41.56	300.00	127.64	0.00	172.36	43
01-60-71-67110	HEALTH INSURANCE	(435.23)	65,000.00	15,781.53	0.00	49,218.47	24
01-60-71-67111	SOCIAL SECURITY	1,305.10	21,000.00	7,141.06	0.00	13,858.94	34
01-60-71-67112	MEDICARE	305.23	5,000.00	1,670.14	0.00	3,329.86	33
01-60-71-67116	UNEMPLOYMENT INSURANCE	0.00	0.00	0.00	0.00	0.00	0
<b>TOTAL TAXES, PENSIONS, &amp; INSURANCE</b>		<b>3,661.65</b>	<b>128,100.00</b>	<b>37,830.25</b>	<b>0.00</b>	<b>90,269.75</b>	<b>30</b>
PERSONNEL RELATED							
01-60-72-67202	UNIFORMS	88.14	3,000.00	709.66	0.00	2,290.34	24
01-60-72-67204	DUES & MEMBERSHIPS	0.00	419.00	0.00	0.00	419.00	0
01-60-72-67206	MEDICAL/PSYCHOLOGICAL	0.00	715.00	28.00	0.00	687.00	4
01-60-72-67208	MEETING, TRAVEL, & TRAINING	63.22	1,100.00	213.22	0.00	886.78	19
01-60-72-67234	HIRING PROCESS	0.00	600.00	56.00	0.00	544.00	9
<b>TOTAL PERSONNEL RELATED</b>		<b>151.36</b>	<b>5,834.00</b>	<b>1,006.88</b>	<b>0.00</b>	<b>4,827.12</b>	<b>17</b>
PROFESSIONAL SERVICES							
01-60-73-77307	ENGINEERING EXPENSES	0.00	17,000.00	3,898.24	0.00	13,101.76	23
01-60-73-77313	LEGAL SERVICES	0.00	15,000.00	0.00	0.00	15,000.00	0
<b>TOTAL PROFESSIONAL SERVICES</b>		<b>0.00</b>	<b>32,000.00</b>	<b>3,898.24</b>	<b>0.00</b>	<b>28,101.76</b>	<b>12</b>
COMMODITIES							
01-60-74-77418	ICE CONTROL	0.00	116,600.00	0.00	0.00	116,600.00	0
01-60-74-77430	OFFICE SUPPLIES	67.83	1,500.00	239.04	0.00	1,260.96	16
01-60-74-77432	POSTAGE EXPENSE	0.00	75.00	0.00	0.00	75.00	0
01-60-74-77452	STREET SIGNS	0.00	15,000.00	122.20	0.00	14,877.80	1
01-60-74-77458	VILLAGE SIGNS/BANNERS/FLAGS	0.00	3,000.00	1,334.55	0.00	1,665.45	44
<b>TOTAL COMMODITIES</b>		<b>67.83</b>	<b>136,175.00</b>	<b>1,695.79</b>	<b>0.00</b>	<b>134,479.21</b>	<b>1</b>
CONTRACTUAL SERVICES							
01-60-75-77511	PUBLICATIONS & SUBSCRIPTIONS	0.00	150.00	0.00	0.00	150.00	0
01-60-75-77527	LAKES MANAGEMENT	0.00	500.00	500.00	0.00	0.00	100

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<b>PUBLIC WORKS EXPENSES</b>							
<b>CONTRACTUAL SERVICES</b>							
01-60-75-77539	STREET SWEEPING	0.00	17,400.00	7,645.00	0.00	9,755.00	44
01-60-75-77543	TRAFFIC SIGNAL MAINT. CONTRACT	1,800.92	15,000.00	5,216.02	0.00	9,783.98	35
<b>TOTAL CONTRACTUAL SERVICES</b>		<b>1,800.92</b>	<b>33,050.00</b>	<b>13,361.02</b>	<b>0.00</b>	<b>19,688.98</b>	<b>40</b>
<b>BUILDING &amp; GROUNDS</b>							
01-60-79-77901	B&G MAINTENANCE	57.57	5,000.00	2,830.18	0.00	2,169.82	57
01-60-79-77903	B&G CONTRACTS	1,640.25	33,754.00	11,392.78	0.00	22,361.22	34
01-60-79-77905	B&G REPAIRS	353.28	95,775.00	29,626.88	0.00	66,148.12	31
01-60-79-77907	B & G BUILDING SUPPLIES	1,238.81	15,500.00	4,701.66	0.00	10,798.34	30
01-60-79-77911	LANDSCAPING	4,248.54	34,000.00	16,876.55	0.00	17,123.45	50
<b>TOTAL BUILDING &amp; GROUNDS</b>		<b>7,538.45</b>	<b>184,029.00</b>	<b>65,428.05</b>	<b>0.00</b>	<b>118,600.95</b>	<b>36</b>
<b>CAPITAL OUTLAY</b>							
01-60-80-88001	EQUIPMENT	0.00	43,000.00	16,410.09	0.00	26,589.91	38
01-60-80-88002	SAFETY EQUIPMENT	122.63	825.00	243.90	0.00	581.10	30
01-60-80-88004	VEHICLES	0.00	0.00	0.00	0.00	0.00	0
01-60-80-88018	OFFICE EQUIPMENT	0.00	1,000.00	210.68	0.00	789.32	21
01-60-80-88024	VEHICLE EQUIPMENT	766.50	18,500.00	2,737.13	0.00	15,762.87	15
<b>TOTAL CAPITAL OUTLAY</b>		<b>889.13</b>	<b>63,325.00</b>	<b>19,601.80</b>	<b>0.00</b>	<b>43,723.20</b>	<b>31</b>
<b>UTILITIES</b>							
01-60-82-88202	TELEPHONE SERVICE	652.69	3,000.00	1,257.00	0.00	1,743.00	42
01-60-82-88204	CELLULAR SERVICE	216.36	2,220.00	1,099.76	0.00	1,120.24	50
01-60-82-88206	ELECTRICAL SERVICE	1,378.24	2,000.00	2,398.23	0.00	(398.23)	120
01-60-82-88208	HEATING	0.00	500.00	0.00	0.00	500.00	0
01-60-82-88216	STREET LIGHTS - ELECTRICAL	6,770.83	87,000.00	33,877.71	0.00	53,122.29	39
<b>TOTAL UTILITIES</b>		<b>9,018.12</b>	<b>94,720.00</b>	<b>38,632.70</b>	<b>0.00</b>	<b>56,087.30</b>	<b>41</b>
<b>VEHICLES &amp; EQUIPMENT</b>							
01-60-84-88402	GAS & OIL	487.25	26,000.00	3,396.73	0.00	22,603.27	13
01-60-84-88404	VEHICLE REPAIRS	365.41	25,000.00	3,325.39	0.00	21,674.61	13

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<b>PUBLIC WORKS EXPENSES</b>							
<b>VEHICLES &amp; EQUIPMENT</b>							
01-60-84-88405	EQUIPMENT REPAIRS	12,202.27	17,000.00	14,859.35	0.00	2,140.65	87
01-60-84-88406	VEHICLE MAINTENANCE	483.11	3,000.00	911.87	0.00	2,088.13	30
01-60-84-88412	EQUIPMENT RENTAL	18.00	1,500.00	198.00	0.00	1,302.00	13
<b>TOTAL VEHICLES &amp; EQUIPMENT</b>		<b>13,556.04</b>	<b>72,500.00</b>	<b>22,691.34</b>	<b>0.00</b>	<b>49,808.66</b>	<b>31</b>
<b>TECHNOLOGY</b>							
01-60-91-99105	NETWORK REPAIRS	0.00	1,500.00	573.13	0.00	926.87	38
01-60-91-99107	IT MAINTENANCE SERVICES	0.00	6,000.00	1,347.98	0.00	4,652.02	22
<b>TOTAL TECHNOLOGY</b>		<b>0.00</b>	<b>7,500.00</b>	<b>1,921.11</b>	<b>0.00</b>	<b>5,578.89</b>	<b>26</b>
<b>INFRASTRUCTURE MAINTENANCE</b>							
01-60-92-99210	STREET LIGHT REPAIRS	1,005.82	20,000.00	2,934.49	0.00	17,065.51	15
01-60-92-99214	STORM SEWER MAINTENANCE	710.09	10,000.00	8,768.05	0.00	1,231.95	88
<b>TOTAL INFRASTRUCTURE MAINTENANCE</b>		<b>1,715.91</b>	<b>30,000.00</b>	<b>11,702.54</b>	<b>0.00</b>	<b>18,297.46</b>	<b>39</b>
<b>TOTAL EXPENSES: PUBLIC WORKS</b>		<b>60,387.17</b>	<b>1,117,390.00</b>	<b>337,637.09</b>	<b>0.00</b>	<b>779,752.91</b>	<b>30</b>
<b>BUILDING DEPARTMENT EXPENSES</b>							
<b>PAYROLL EXPENSES</b>							
01-70-70-67001	REGULAR SALARIES	13,917.55	182,000.00	76,343.81	0.00	105,656.19	42
01-70-70-67031	OVERTIME	0.00	2,000.00	0.00	0.00	2,000.00	0
<b>TOTAL PAYROLL EXPENSES</b>		<b>13,917.55</b>	<b>184,000.00</b>	<b>76,343.81</b>	<b>0.00</b>	<b>107,656.19</b>	<b>41</b>
<b>TAXES, PENSIONS, &amp; INSURANCE</b>							
01-70-71-67101	IMRF	1,429.32	19,000.00	7,840.45	0.00	11,159.55	41
01-70-71-67107	DENTAL INSURANCE	146.03	1,750.00	697.83	0.00	1,052.17	40
01-70-71-67108	VISION INSURANCE	19.44	250.00	83.44	0.00	166.56	33
01-70-71-67109	LIFE INSURANCE	23.19	170.00	71.23	0.00	98.77	42
01-70-71-67110	HEALTH INSURANCE	(459.48)	32,000.00	9,214.65	0.00	22,785.35	29
01-70-71-67111	SOCIAL SECURITY	829.00	11,400.00	4,563.86	0.00	6,836.14	40

VILLAGE OF ROUND LAKE  
 DETAILED REVENUE & EXPENSE REPORT  
 MONTH & YTD ACTUAL WITH OUTSTANDING ENCUMBRANCES  
 FOR 5 PERIODS ENDING SEPTEMBER 30, 2016

FUND: GENERAL FUND

ACCOUNT NUMBER	DESCRIPTION	SEPTEMBER ACTUAL	FISCAL YEAR BUDGET	FISCAL YEAR-TO-DATE ACTUAL	OUTSTANDING ENCUMBRANCES	UNCOLLECTED/ UNENCUMBERED BALANCE	% COLL/ EXP.
BUILDING DEPARTMENT EXPENSES							
TAXES, PENSIONS, & INSURANCE							
01-70-71-67112	MEDICARE	193.86	2,700.00	1,067.28	0.00	1,632.72	40
TOTAL TAXES, PENSIONS, & INSURANCE		2,181.36	67,270.00	23,538.74	0.00	43,731.26	35
PERSONNEL RELATED							
01-70-72-67202 UNIFORMS							
01-70-72-67204	DUES & MEMBERSHIPS	0.00	510.00	0.00	0.00	510.00	0
01-70-72-67208	MEETINGS, TRAVEL, & TRAINING	0.00	225.00	0.00	0.00	225.00	0
TOTAL PERSONNEL RELATED		0.00	1,510.00	140.00	0.00	1,370.00	9
PROFESSIONAL SERVICES							
01-70-73-77305	BUILDING INSPECTION SERVICES	0.00	510.00	0.00	0.00	510.00	0
01-70-73-77307	ENGINEERING EXPENSES	0.00	225.00	0.00	0.00	225.00	0
01-70-73-77310	PLAN REVIEWS	0.00	1,510.00	140.00	0.00	1,370.00	9
01-70-73-77313	LEGAL SERVICES	0.00	1,500.00	0.00	0.00	1,500.00	0
01-70-73-77321	PLUMBING INSPECTOR	500.00	10,000.00	3,605.00	0.00	6,395.00	36
TOTAL PROFESSIONAL SERVICES		500.00	17,800.00	5,012.93	0.00	12,787.07	28
COMMODITIES							
01-70-74-77430	OFFICE SUPPLIES	0.00	1,000.00	463.72	0.00	536.28	46
01-70-74-77432	POSTAGE EXPENSE	0.00	250.00	128.32	0.00	121.68	51
01-70-74-77440	PRINTING	0.00	100.00	241.00	0.00	(141.00)	241
TOTAL COMMODITIES		0.00	1,350.00	833.04	0.00	516.96	62
CONTRACTUAL SERVICES							
01-70-75-77511	PUBLICATIONS & SUBSCRIPTIONS	0.00	150.00	0.00	0.00	150.00	0
01-70-75-77537	LEGAL NOTICES/RECORDING FEES	0.00	100.00	0.00	0.00	100.00	0
TOTAL CONTRACTUAL SERVICES		0.00	250.00	0.00	0.00	250.00	0
CAPITAL OUTLAY							
01-70-80-88024	VEHICLE EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0

VILLAGE OF ROUND LAKE  
 DETAILED REVENUE & EXPENSE REPORT  
 MONTH & YTD ACTUAL WITH OUTSTANDING ENCUMBRANCES  
 FOR 5 PERIODS ENDING SEPTEMBER 30, 2016

FUND: GENERAL FUND

ACCOUNT NUMBER	DESCRIPTION	SEPTEMBER ACTUAL	FISCAL YEAR BUDGET	FISCAL YEAR-TO-DATE ACTUAL	OUTSTANDING ENCUMBRANCES	UNCOLLECTED/ UNENCUMBERED BALANCE	% COLL/ EXP.
TOTAL CAPITAL OUTLAY		0.00	0.00	0.00	0.00	0.00	0
UTILITIES							
01-70-82-88202	TELEPHONE SERVICE	119.37	400.00	190.14	0.00	209.86	48
01-70-82-88204	CELLULAR SERVICE	99.33	1,200.00	485.88	0.00	714.12	40
TOTAL UTILITIES		218.70	1,600.00	676.02	0.00	923.98	42
VEHICLES & EQUIPMENT							
01-70-84-88402	GAS & OIL	203.77	4,500.00	1,332.56	0.00	3,167.44	30
01-70-84-88405	VEHICLE REPAIRS	0.00	1,500.00	812.70	0.00	687.30	54
01-70-84-88406	VEHICLE MAINTENANCE	0.00	300.00	34.95	0.00	265.05	12
TOTAL VEHICLES & EQUIPMENT		203.77	6,300.00	2,180.21	0.00	4,119.79	35
TECHNOLOGY							
01-70-91-99105	NETWORK REPAIRS	30.50	750.00	858.07	0.00	(108.07)	114
01-70-91-99107	IT MAINTENANCE SERVICES	0.00	19,400.00	0.00	0.00	19,400.00	0
TOTAL TECHNOLOGY		30.50	20,150.00	858.07	0.00	19,291.93	4
TOTAL EXPENSES: BUILDING DEPARTMENT		17,051.88	300,965.00	109,582.82	0.00	191,382.18	36
OTHER FINANCING USES EXPENSES							
TRANSFERS OUT							
01-80-96-99626	TRANSFER TO 2010 DEBT SERVICE	0.00	525,000.00	262,500.00	0.00	262,500.00	50
01-80-96-99635	CONTRIBUTION TO CIP FUND	27,083.33	325,000.00	135,416.69	0.00	189,583.31	42
01-80-96-99660	CONTR. TO VEHICLE REPLACEMENT	18,083.33	217,000.00	90,416.69	0.00	126,583.31	42
01-80-96-99661	CONTR. TO TECHNOLOGY REPLAC.	5,903.41	70,841.00	29,517.13	0.00	41,323.87	42
01-80-96-99662	CONTR. TO BUILDING REPLACEMENT	6,627.75	79,533.00	33,138.75	0.00	46,394.25	42
TOTAL TRANSFERS OUT		57,697.82	1,217,374.00	550,989.26	0.00	666,384.74	45
TOTAL EXPENSES: OTHER FINANCING USES		57,697.82	1,217,374.00	550,989.26	0.00	666,384.74	45
TOTAL FUND REVENUES		1,882,300.72	7,342,115.00	5,086,517.44	0.00	2,255,597.56	69
TOTAL FUND EXPENSES		544,218.02	8,673,406.00	3,217,960.59	0.00	5,455,445.41	37
FUND SURPLUS (DEFICIT)		1,338,082.70	(1,331,291.00)	1,868,556.85			

VILLAGE OF ROUND LAKE  
 MONTH & YTD ACTUAL WITH OUTSTANDING ENCUMBRANCES  
 FOR 5 PERIODS ENDING SEPTEMBER 30, 2016

FUND: MOTOR FUEL TAX FUND

ACCOUNT NUMBER	DESCRIPTION	SEPTEMBER ACTUAL	FISCAL YEAR BUDGET	FISCAL YEAR-TO-DATE ACTUAL	OUTSTANDING ENCUMBRANCES	UNCOLLECTED/ UNENCUMBERED BALANCE	% COLL/ EXP.
REVENUES							
INTERGOVERNMENTAL							
10-05-52-55211	MFT SPECIAL ALLOTMENT	47,836.00	48,279.00	47,836.00	0.00	443.00	99
10-05-52-55213	MOTOR FUEL TAX	39,736.84	473,685.00	190,607.75	0.00	283,077.25	40
TOTAL INTERGOVERNMENTAL		87,572.84	521,964.00	238,443.75	0.00	283,520.25	46
GRANTS							
10-05-62-56201	CDBG REVENUES	0.00	0.00	0.00	0.00	0.00	0
TOTAL GRANTS		0.00	0.00	0.00	0.00	0.00	0
INVESTMENT INCOME							
10-05-64-56401	INTEREST INCOME	204.49	79.00	1,079.08	0.00	(1,000.08)	1366
TOTAL INVESTMENT INCOME		204.49	79.00	1,079.08	0.00	(1,000.08)	1366
REIMBURSEMENTS							
10-05-65-56526	HART ROAD CONTR. ENGINEERING	0.00	123,000.00	34,874.89	0.00	88,125.11	28
TOTAL REIMBURSEMENTS		0.00	123,000.00	34,874.89	0.00	88,125.11	28
TOTAL REVENUES: REVENUES		87,777.33	645,043.00	274,397.72	0.00	370,645.28	43
PUBLIC WORKS EXPENSES							
PROFESSIONAL SERVICES							
10-60-73-77307	ENGINEERING EXPENSES	0.00	0.00	0.00	0.00	0.00	0
TOTAL PROFESSIONAL SERVICES		0.00	0.00	0.00	0.00	0.00	0
COMMODITIES							
10-60-74-77414	GRAVEL EXPENSE	0.00	0.00	0.00	0.00	0.00	0
10-60-74-77418	ICE CONTROL	0.00	0.00	0.00	0.00	0.00	0
10-60-74-77436	PATCHING	0.00	15,000.00	14,312.50	0.00	687.50	95
10-60-74-77438	PAVEMENT MARKING	0.00	0.00	0.00	0.00	0.00	0
TOTAL COMMODITIES		0.00	15,000.00	14,312.50	0.00	687.50	95

VILLAGE OF ROUND LAKE  
 DETAILED REVENUE & EXPENSE REPORT  
 MONTH & YTD ACTUAL WITH OUTSTANDING ENCUMBRANCES  
 FOR 5 PERIODS ENDING SEPTEMBER 30, 2016

FUND: MOTOR FUEL TAX FUND

ACCOUNT NUMBER	DESCRIPTION	SEPTEMBER ACTUAL	FISCAL YEAR BUDGET	FISCAL YEAR-TO-DATE ACTUAL	OUTSTANDING ENCUMBRANCES	UNCOLLECTED/ UNENCUMBERED BALANCE	% COLL/ EXP.
PUBLIC WORKS EXPENSES							
ADMINISTRATIVE CHARGES							
10-60-78-77802	LABOR / EQUIPMENT REIMB. TO GF	0.00	0.00	0.00	0.00	0.00	0
TOTAL ADMINISTRATIVE CHARGES		0.00	0.00	0.00	0.00	0.00	0
ROADWAY IMPROVEMENTS							
10-60-83-88301	ROADWAY IMPROVEMENTS	19,604.65	1,260,480.00	279,845.05	0.00	980,634.95	22
TOTAL ROADWAY IMPROVEMENTS		19,604.65	1,260,480.00	279,845.05	0.00	980,634.95	22
OTHER ENHANCEMENTS							
10-60-88-88802	SIDEWALKS	0.00	0.00	0.00	0.00	0.00	0
TOTAL OTHER ENHANCEMENTS		0.00	0.00	0.00	0.00	0.00	0
TOTAL EXPENSES: PUBLIC WORKS		19,604.65	1,275,480.00	294,157.55	0.00	981,322.45	23
TOTAL FUND REVENUES		87,777.33	645,043.00	274,397.72	0.00	370,645.28	43
TOTAL FUND EXPENSES		19,604.65	1,275,480.00	294,157.55	0.00	981,322.45	23
FUND SURPLUS (DEFICIT)		68,172.68	(630,437.00)	(19,759.83)			

VILLAGE OF ROUND LAKE  
 DETAILED REVENUE & EXPENSE REPORT  
 MONTH & YTD ACTUAL WITH OUTSTANDING ENCUMBRANCES  
 FOR 5 PERIODS ENDING SEPTEMBER 30, 2016

FUND: SSA #1 BRIGHT MEADOWS

ACCOUNT NUMBER	DESCRIPTION	SEPTEMBER ACTUAL	FISCAL YEAR BUDGET	FISCAL YEAR-TO-DATE ACTUAL	OUTSTANDING ENCUMBRANCES	UNCOLLECTED/ UNENCUMBERED BALANCE	% COLL/ EXP.
REVENUES							
REVENUES							
TAXES							
16-05-50-55001	REAL ESTATE TAXES	11,011.88	23,730.00	23,464.38	0.00	265.62	99
TOTAL TAXES		11,011.88	23,730.00	23,464.38	0.00	265.62	99
INVESTMENT INCOME							
16-05-64-56401	INTEREST INCOME	1.41	13.00	7.04	0.00	5.96	54
TOTAL INVESTMENT INCOME		1.41	13.00	7.04	0.00	5.96	54
TOTAL REVENUES: REVENUES		11,013.29	23,743.00	23,471.42	0.00	271.58	99
ADMINISTRATION EXPENSES							
PROFESSIONAL SERVICES							
16-20-73-77313	LEGAL SERVICES	0.00	500.00	0.00	0.00	500.00	0
TOTAL PROFESSIONAL SERVICES		0.00	500.00	0.00	0.00	500.00	0
MISCELLANEOUS EXPENSE							
16-20-77-77706	MISCELLANEOUS EXPENSE	0.00	10.00	0.00	0.00	10.00	0
TOTAL MISCELLANEOUS EXPENSE		0.00	10.00	0.00	0.00	10.00	0
BUILDING & GROUNDS							
16-20-79-77911	LANDSCAPING	3,141.05	31,840.00	15,222.85	0.00	16,617.15	48
TOTAL BUILDING & GROUNDS		3,141.05	31,840.00	15,222.85	0.00	16,617.15	48
TOTAL EXPENSES: ADMINISTRATION		3,141.05	32,350.00	15,222.85	0.00	17,127.15	47
TOTAL FUND REVENUES		11,013.29	23,743.00	23,471.42	0.00	271.58	99
TOTAL FUND EXPENSES		3,141.05	32,350.00	15,222.85	0.00	17,127.15	47
FUND SURPLUS (DEFICIT)		7,872.24	(8,607.00)	8,248.57			

VILLAGE OF ROUND LAKE  
 DETAILED REVENUE & EXPENSE REPORT  
 MONTH & YTD ACTUAL WITH OUTSTANDING ENCUMBRANCES  
 FOR 5 PERIODS ENDING SEPTEMBER 30, 2016

FUND: 2005 DEBT SERVICE FUND

ACCOUNT NUMBER	DESCRIPTION	SEPTEMBER ACTUAL	FISCAL YEAR BUDGET	FISCAL YEAR-TO-DATE ACTUAL	OUTSTANDING ENCUMBRANCES	UNCOLLECTED/ UNENCUMBERED BALANCE	% COLL/ EXP.
REVENUES							
REVENUES							
TAXES							
24-05-50-55003	UTILITY TAX ELECTRIC	0.00	0.00	0.00	0.00	0.00	0
24-05-50-55007	UTILITY TAX TELPHONE	19,738.65	260,000.00	102,612.81	0.00	157,387.19	39
TOTAL TAXES		19,738.65	260,000.00	102,612.81	0.00	157,387.19	39
INVESTMENT INCOME							
24-05-64-56401	INTEREST INCOME	47.32	7.00	155.87	0.00	(148.87)	2227
TOTAL INVESTMENT INCOME		47.32	7.00	155.87	0.00	(148.87)	2227
TOTAL REVENUES: REVENUES		19,785.97	260,007.00	102,768.68	0.00	157,238.32	40
ADMINISTRATION EXPENSES							
DEBT SERVICE							
24-20-94-99426	2005 REFUNDING BONDS INT.	0.00	21,806.00	10,902.50	0.00	10,903.50	50
24-20-94-99428	2005 REFUNDING BONDS PRINCIPAL	0.00	260,000.00	0.00	0.00	260,000.00	0
24-20-94-99432	BOND ADMIN & DISCLOSURE FEES	0.00	550.00	0.00	0.00	550.00	0
TOTAL DEBT SERVICE		0.00	282,356.00	10,902.50	0.00	271,453.50	4
TOTAL EXPENSES: ADMINISTRATION		0.00	282,356.00	10,902.50	0.00	271,453.50	4
TOTAL FUND REVENUES		19,785.97	260,007.00	102,768.68	0.00	157,238.32	40
TOTAL FUND EXPENSES		0.00	282,356.00	10,902.50	0.00	271,453.50	4
FUND SURPLUS (DEFICIT)		19,785.97	(22,349.00)	91,866.18			

VILLAGE OF ROUND LAKE  
 DETAILED REVENUE & EXPENSE REPORT  
 MONTH & YTD ACTUAL WITH OUTSTANDING ENCUMBRANCES  
 FOR 5 PERIODS ENDING SEPTEMBER 30, 2016

FUND: 2010 DEBT SERVICE FUND

ACCOUNT NUMBER	DESCRIPTION	SEPTEMBER ACTUAL	FISCAL YEAR BUDGET	FISCAL YEAR-TO-DATE ACTUAL	OUTSTANDING ENCUMBRANCES	UNCOLLECTED/ UNENCUMBERED BALANCE	% COLL/ EXP.
REVENUES							
REVENUES							
TAXES							
26-05-50-55005	UTILITY TAX - GAS	2,116.46	57,000.00	14,397.31	0.00	42,602.69	25
TOTAL TAXES		2,116.46	57,000.00	14,397.31	0.00	42,602.69	25
INVESTMENT INCOME							
26-05-64-56401	INTEREST INCOME	4.53	5.00	29.34	0.00	(24.34)	587
TOTAL INVESTMENT INCOME		4.53	5.00	29.34	0.00	(24.34)	587
TRANSFERS IN							
26-05-68-56801	TRANSFERS FROM GENERAL	0.00	525,000.00	262,500.00	0.00	262,500.00	50
TOTAL TRANSFERS IN		0.00	525,000.00	262,500.00	0.00	262,500.00	50
TOTAL REVENUES: REVENUES		2,120.99	582,005.00	276,926.65	0.00	305,078.35	48
ADMINISTRATION							
EXPENSES							
DEBT SERVICE							
26-20-94-99432	BOND ADMIN & DISCLOSURE FEES	0.00	1,250.00	0.00	0.00	1,250.00	0
26-20-94-99460	2010A BOND INTEREST	0.00	390,975.00	195,487.50	0.00	195,487.50	50
26-20-94-99464	2010B BOND INTEREST	0.00	20,080.00	10,040.00	0.00	10,040.00	50
26-20-94-99466	2010B BOND DEBT PRINCIPAL	0.00	115,000.00	0.00	0.00	115,000.00	0
TOTAL DEBT SERVICE		0.00	527,305.00	205,527.50	0.00	321,777.50	39
TOTAL EXPENSES: ADMINISTRATION		0.00	527,305.00	205,527.50	0.00	321,777.50	39
TOTAL FUND REVENUES		2,120.99	582,005.00	276,926.65	0.00	305,078.35	48
TOTAL FUND EXPENSES		0.00	527,305.00	205,527.50	0.00	321,777.50	39
FUND SURPLUS (DEFICIT)		2,120.99	54,700.00	71,399.15			

VILLAGE OF ROUND LAKE  
 DETAILED REVENUE & EXPENSE REPORT  
 MONTH & YTD ACTUAL WITH OUTSTANDING ENCUMBRANCES  
 FOR 5 PERIODS ENDING SEPTEMBER 30, 2016

FUND: 2011 DEBT SERVICE FUND

ACCOUNT NUMBER	DESCRIPTION	SEPTEMBER ACTUAL	FISCAL YEAR BUDGET	FISCAL YEAR-TO-DATE ACTUAL	OUTSTANDING ENCUMBRANCES	UNCOLLECTED/ UNENCUMBERED BALANCE	% COLL/ EXP.
REVENUES							
REVENUES							
TAXES							
28-05-50-55003	UTILITY TAX ELECTRIC	47,885.63	355,000.00	175,004.84	0.00	179,995.16	49
28-05-50-55005	UTILITY TAX GAS	1,410.97	38,000.00	9,598.21	0.00	28,401.79	25
28-05-50-55007	UTILITY TAX TELEPHONE	0.00	0.00	0.00	0.00	0.00	0
TOTAL TAXES		49,296.60	393,000.00	184,603.05	0.00	208,396.95	47
INVESTMENT INCOME							
28-05-64-56401	INTEREST INCOME	1.29	1.00	2.84	0.00	(1.84)	284
TOTAL INVESTMENT INCOME		1.29	1.00	2.84	0.00	(1.84)	284
TOTAL REVENUES: REVENUES		49,297.89	393,001.00	184,605.89	0.00	208,395.11	47
ADMINISTRATION EXPENSES							
UTILITIES							
28-20-82-88218	SENIOR CITIZEN REBATE	0.00	10,000.00	(50.00)	0.00	10,050.00	(1)
TOTAL UTILITIES		0.00	10,000.00	(50.00)	0.00	10,050.00	(1)
DEBT SERVICE							
28-20-94-99432	BOND ADMIN & DISCLOSURE FEES	0.00	750.00	0.00	0.00	750.00	0
28-20-94-99470	2011 BONDS PRINCIPAL	0.00	300,000.00	0.00	0.00	300,000.00	0
28-20-94-99472	2011 BONDS INTEREST	0.00	73,775.00	36,887.50	0.00	36,887.50	50
TOTAL DEBT SERVICE		0.00	374,525.00	36,887.50	0.00	337,637.50	10
TOTAL EXPENSES: ADMINISTRATION		0.00	384,525.00	36,837.50	0.00	347,687.50	10
TOTAL FUND REVENUES		49,297.89	393,001.00	184,605.89	0.00	208,395.11	47
TOTAL FUND EXPENSES		0.00	384,525.00	36,837.50	0.00	347,687.50	10
FUND SURPLUS (DEFICIT)		49,297.89	8,476.00	147,768.39			

VILLAGE OF ROUND LAKE  
 DETAILED REVENUE & EXPENSE REPORT  
 MONTH & YTD ACTUAL WITH OUTSTANDING ENCUMBRANCES  
 FOR 5 PERIODS ENDING SEPTEMBER 30, 2016

FUND: CAPITAL PROJECTS FUND

ACCOUNT NUMBER	DESCRIPTION	SEPTEMBER ACTUAL	FISCAL YEAR BUDGET	FISCAL YEAR-TO-DATE ACTUAL	OUTSTANDING ENCUMBRANCES	UNCOLLECTED/ UNENCUMBERED BALANCE	% COLL/ EXP.
REVENUES							
REVENUES							
TAXES							
35-05-50-55005	UTILITY TAX - GAS	3,527.42	95,000.00	23,995.50	0.00	71,004.50	25
TOTAL TAXES		3,527.42	95,000.00	23,995.50	0.00	71,004.50	25
CONTRIBUTIONS							
35-05-58-55845	CONTRIBUTION FROM GENERAL FUND	27,083.33	325,000.00	135,416.69	0.00	189,583.31	42
TOTAL CONTRIBUTIONS		27,083.33	325,000.00	135,416.69	0.00	189,583.31	42
GRANTS							
35-05-62-56200	GRANTS	0.00	0.00	0.00	0.00	0.00	0
35-05-62-56201	CDBG REVENUES	0.00	0.00	0.00	0.00	0.00	0
TOTAL GRANTS		0.00	0.00	0.00	0.00	0.00	0
IMPACT FEES							
35-05-63-56303	DEVELOPER IMPACT FEES	0.00	0.00	0.00	0.00	0.00	0
TOTAL IMPACT FEES		0.00	0.00	0.00	0.00	0.00	0
INVESTMENT INCOME							
35-05-64-56401	INTEREST INCOME	113.29	139.00	1,055.38	0.00	(916.38)	759
TOTAL INVESTMENT INCOME		113.29	139.00	1,055.38	0.00	(916.38)	759
REIMBURSEMENTS							
35-05-65-56508	INSURANCE REIMB.	0.00	0.00	0.00	0.00	0.00	0
35-05-65-56522	IDOT REIMBURSEMENT	0.00	0.00	0.00	0.00	0.00	0
35-05-65-56548	CAPITAL PROJ. REIMBURSEMENT	0.00	5,000.00	3,571.68	0.00	1,428.32	71
TOTAL REIMBURSEMENTS		0.00	5,000.00	3,571.68	0.00	1,428.32	71
MISCELLANEOUS REVENUE							
35-05-66-56601	MISCELLANEOUS RECEIPTS	0.00	0.00	0.00	0.00	0.00	0
TOTAL MISCELLANEOUS REVENUE		0.00	0.00	0.00	0.00	0.00	0

VILLAGE OF ROUND LAKE  
 DETAILED REVENUE & EXPENSE REPORT  
 MONTH & YTD ACTUAL WITH OUTSTANDING ENCUMBRANCES  
 FOR 5 PERIODS ENDING SEPTEMBER 30, 2016

FUND: CAPITAL PROJECTS FUND

ACCOUNT NUMBER	DESCRIPTION	SEPTEMBER ACTUAL	FISCAL YEAR BUDGET	FISCAL YEAR-TO-DATE ACTUAL	OUTSTANDING ENCUMBRANCES	UNCOLLECTED/ UNENCUMBERED BALANCE	% COLL/ EXP.
TOTAL REVENUES: REVENUES		30,724.04	425,139.00	164,039.25	0.00	261,099.75	39
ADMINISTRATION EXPENSES							
PROFESSIONAL SERVICES							
35-20-73-77307	ENGINEERING EXPENSES	505.99	36,360.00	1,465.78	0.00	34,894.22	4
35-20-73-77313	LEGAL SERVICES	0.00	500.00	0.00	0.00	500.00	0
TOTAL PROFESSIONAL SERVICES		505.99	36,860.00	1,465.78	0.00	35,394.22	4
CONTRACTUAL SERVICES							
35-20-75-77517	MOSQUITO MANAGEMENT	0.00	30,000.00	25,800.00	0.00	4,200.00	86
TOTAL CONTRACTUAL SERVICES		0.00	30,000.00	25,800.00	0.00	4,200.00	86
CAPITAL OUTLAY							
35-20-80-88028	URBAN FOREST MANAGEMENT	0.00	135,000.00	0.00	0.00	135,000.00	0
TOTAL CAPITAL OUTLAY		0.00	135,000.00	0.00	0.00	135,000.00	0
ROADWAY IMPROVEMENTS							
35-20-83-88301	ROADWAY IMPROVEMENTS	8,485.75	318,700.00	15,077.02	0.00	303,622.98	5
TOTAL ROADWAY IMPROVEMENTS		8,485.75	318,700.00	15,077.02	0.00	303,622.98	5
OTHER ENHANCEMENTS							
35-20-88-88601	LAND / LAND IMPROVEMENTS	0.00	10,000.00	0.00	0.00	10,000.00	0
35-20-88-88801	OTHER ENHANCEMENTS	4,866.66	330,800.00	12,262.97	0.00	318,537.03	4
TOTAL OTHER ENHANCEMENTS		4,866.66	340,800.00	12,262.97	0.00	328,537.03	4
TOTAL EXPENSES: ADMINISTRATION		13,858.40	861,360.00	54,605.77	0.00	806,754.23	6
TOTAL FUND REVENUES		30,724.04	425,139.00	164,039.25	0.00	261,099.75	39
TOTAL FUND EXPENSES		13,858.40	861,360.00	54,605.77	0.00	806,754.23	6
FUND SURPLUS (DEFICIT)		16,865.64	(436,221.00)	109,433.48			

VILLAGE OF ROUND LAKE  
 DETAILED REVENUE & EXPENSE REPORT  
 MONTH & YTD ACTUAL WITH OUTSTANDING ENCUMBRANCES  
 FOR 5 PERIODS ENDING SEPTEMBER 30, 2016

FUND: WATER/SEWER FUND

ACCOUNT NUMBER	DESCRIPTION	SEPTEMBER ACTUAL	FISCAL YEAR BUDGET	FISCAL YEAR-TO-DATE ACTUAL	OUTSTANDING ENCUMBRANCES	UNCOLLECTED/ UNENCUMBERED BALANCE	% COLL/ EXP.
REVENUES							
REVENUES							
LICENSES & PERMITS							
50-05-54-55411	WATER SEWER PERMITS	0.00	0.00	0.00	0.00	0.00	0
TOTAL LICENSES & PERMITS		0.00	0.00	0.00	0.00	0.00	0
CHARGES FOR SERVICES							
50-05-56-55603	METER ETC. FOR RESALE	0.00	2,500.00	758.00	0.00	1,742.00	30
50-05-56-55604	LRSD USER FEES	1,620.00	18,000.00	8,109.20	0.00	9,890.80	45
50-05-56-55606	LRSD CONNECTION FEES	0.00	0.00	0.00	0.00	0.00	0
50-05-56-55623	WATER LIEN REVENUE	0.00	0.00	29.00	0.00	(29.00)	100
50-05-56-55627	W/S MAINTENANCE FEE	163,242.02	1,790,000.00	778,757.93	0.00	1,011,242.07	44
50-05-56-55629	WATER FEES	90,308.08	975,000.00	415,276.07	0.00	559,723.93	43
50-05-56-55631	SEWER FEES	95,832.76	1,150,000.00	479,027.67	0.00	670,972.33	42
50-05-56-55633	EXCESS FACILITY FEES	9,193.50	110,000.00	45,723.00	0.00	64,277.00	42
50-05-56-55637	WATER SEWER PENALTIES	8,205.71	75,000.00	33,871.21	0.00	41,128.79	45
TOTAL CHARGES FOR SERVICES		368,402.07	4,120,500.00	1,761,552.08	0.00	2,358,947.92	43
INVESTMENT INCOME							
50-05-64-56401	INTEREST INCOME	3,563.58	50,692.00	34,239.08	0.00	16,452.92	68
TOTAL INVESTMENT INCOME		3,563.58	50,692.00	34,239.08	0.00	16,452.92	68
REIMBURSEMENTS							
50-05-65-56508	INSURANCE REIMBURSEMENT	0.00	0.00	0.00	0.00	0.00	0
TOTAL REIMBURSEMENTS		0.00	0.00	0.00	0.00	0.00	0
MISCELLANEOUS REVENUES							
50-05-66-56601	MISCELLANEOUS RECEIPTS	(109.50)	1,500.00	(406.85)	0.00	1,906.85	(27)
TOTAL MISCELLANEOUS REVENUES		(109.50)	1,500.00	(406.85)	0.00	1,906.85	(27)
TOTAL REVENUES: REVENUES		371,856.15	4,172,692.00	1,795,384.31	0.00	2,377,307.69	43

PUBLIC WORKS  
 EXPENSES

VILLAGE OF ROUND LAKE  
 DETAILED REVENUE & EXPENSE REPORT  
 MONTH & YTD ACTUAL WITH OUTSTANDING ENCUMBRANCES  
 FOR 5 PERIODS ENDING SEPTEMBER 30, 2016

FUND: WATER/SEWER FUND

ACCOUNT NUMBER	DESCRIPTION	SEPTEMBER ACTUAL	FISCAL YEAR BUDGET	FISCAL YEAR-TO-DATE ACTUAL	OUTSTANDING ENCUMBRANCES	UNCOLLECTED/ UNENCUMBERED BALANCE	% COLL/ EXP.
<b>PUBLIC WORKS EXPENSES</b>							
<b>PAYROLL EXPENSES</b>							
50-60-70-67001	REGULAR SALARIES	35,606.73	506,000.00	192,425.64	0.00	313,574.36	38
50-60-70-67021	PART-TIME SALARIES	396.04	22,157.00	2,457.75	0.00	19,699.25	11
50-60-70-67026	SEASONAL	914.25	5,500.00	5,347.49	0.00	152.51	97
50-60-70-67031	OVERTIME	280.97	25,250.00	2,255.79	0.00	22,994.21	9
<b>TOTAL PAYROLL EXPENSES</b>		<b>37,197.99</b>	<b>558,907.00</b>	<b>202,486.67</b>	<b>0.00</b>	<b>356,420.33</b>	<b>36</b>
<b>TAXES, PENSIONS &amp; INSURANCE</b>							
50-60-71-67101	IMRF	3,684.32	55,000.00	19,988.42	0.00	35,011.58	36
50-60-71-67107	DENTAL INSURANCE	376.38	5,100.00	1,750.58	0.00	3,349.42	34
50-60-71-67108	VISION INSURANCE	40.93	600.00	203.28	0.00	396.72	34
50-60-71-67109	LIFE INSURANCE	64.53	500.00	196.48	0.00	303.52	39
50-60-71-67110	HEALTH INSURANCE	(667.69)	92,000.00	22,369.24	0.00	69,630.76	24
50-60-71-67111	SOCIAL SECURITY	2,225.54	34,500.00	12,166.49	0.00	22,333.51	35
50-60-71-67112	MEDICARE	520.46	8,100.00	2,845.26	0.00	5,254.74	35
50-60-71-67116	UNEMPLOYMENT INSURANCE	0.00	0.00	0.00	0.00	0.00	0
<b>TOTAL TAXES, PENSIONS &amp; INSURANCE</b>		<b>6,244.47</b>	<b>195,800.00</b>	<b>59,519.75</b>	<b>0.00</b>	<b>136,280.25</b>	<b>30</b>
<b>PERSONNEL RELATED</b>							
50-60-72-67202	UNIFORMS	88.13	3,000.00	709.63	0.00	2,290.37	24
50-60-72-67204	DUES & MEMBERSHIPS	0.00	750.00	70.00	0.00	680.00	9
50-60-72-67206	MEDICAL/PSYCHOLOGICAL	0.00	415.00	28.00	0.00	387.00	7
50-60-72-67208	MEETING, TRAVEL, & TRAINING	213.98	3,100.00	940.98	0.00	2,159.02	30
50-60-72-67234	HIRING PROCESS	0.00	600.00	56.00	0.00	544.00	9
<b>TOTAL PERSONNEL RELATED</b>		<b>302.11</b>	<b>7,865.00</b>	<b>1,804.61</b>	<b>0.00</b>	<b>6,060.39</b>	<b>23</b>
<b>PROFESSIONAL SERVICES</b>							
50-60-73-77301	AUDITING EXPENSE	0.00	6,674.00	750.00	0.00	5,924.00	11
50-60-73-77307	ENGINEERING EXPENSES	0.00	18,000.00	2,260.53	0.00	15,739.47	13
50-60-73-77313	LEGAL SERVICES	1,312.50	46,250.00	1,784.50	0.00	44,465.50	4
50-60-73-77320	CONSULTING SERVICES	0.00	0.00	0.00	0.00	0.00	0
<b>TOTAL PROFESSIONAL SERVICES</b>		<b>1,312.50</b>	<b>70,924.00</b>	<b>4,795.03</b>	<b>0.00</b>	<b>66,128.97</b>	<b>7</b>

VILLAGE OF ROUND LAKE  
 DETAILED REVENUE & EXPENSE REPORT  
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 FOR 5 PERIODS ENDING SEPTEMBER 30, 2016

FUND: WATER/SEWER FUND

ACCOUNT NUMBER	DESCRIPTION	SEPTEMBER ACTUAL	FISCAL YEAR BUDGET	FISCAL YEAR-TO-DATE ACTUAL	OUTSTANDING ENCUMBRANCES	UNCOLLECTED/ UNENCUMBERED BALANCE	% COLL/ EXP.
<b>PUBLIC WORKS EXPENSES</b>							
<b>COMMODITIES</b>							
50-60-74-77428	WATER METERS	0.00	130,350.00	20,540.73	0.00	109,809.27	16
50-60-74-77430	OFFICE SUPPLIES	67.82	2,000.00	239.02	0.00	1,760.98	12
50-60-74-77432	POSTAGE EXPENSE	0.00	32,000.00	11,000.00	0.00	21,000.00	34
<b>TOTAL COMMODITIES</b>		<b>67.82</b>	<b>164,350.00</b>	<b>31,779.75</b>	<b>0.00</b>	<b>132,570.25</b>	<b>19</b>
<b>CONTRACTUAL SERVICES</b>							
50-60-75-77519	INSURANCE PREMIUM	0.00	65,360.00	1,373.50	0.00	63,986.50	2
50-60-75-77529	METRA EASEMENTS	0.00	1,575.00	0.00	0.00	1,575.00	0
50-60-75-77535	OUTSOURCING WATER BILLS	1,903.97	30,750.00	9,245.31	0.00	21,504.69	30
50-60-75-77537	LEGAL NOTICES/RECORDING FEES	0.00	600.00	0.00	0.00	600.00	0
50-60-75-77545	WATER METER TESTING	0.00	5,000.00	0.00	0.00	5,000.00	0
50-60-75-77547	WATER SAMPLES	413.00	7,100.00	2,017.00	0.00	5,083.00	28
<b>TOTAL CONTRACTUAL SERVICES</b>		<b>2,316.97</b>	<b>110,385.00</b>	<b>12,635.81</b>	<b>0.00</b>	<b>97,749.19</b>	<b>11</b>
<b>MISCELLANEOUS EXPENSE</b>							
50-60-77-77740	RLSD GRANT REIMB.	0.00	0.00	7,260.00	0.00	(7,260.00)	100
<b>TOTAL MISCELLANEOUS EXPENSE</b>		<b>0.00</b>	<b>0.00</b>	<b>7,260.00</b>	<b>0.00</b>	<b>(7,260.00)</b>	<b>100</b>
<b>BUILDING &amp; GROUNDS</b>							
50-60-79-77901	B&G MAINTENANCE	1,285.00	80,000.00	3,215.42	0.00	76,784.58	4
50-60-79-77903	B&G CONTRACTS	1,640.23	43,934.00	14,732.35	0.00	29,201.65	34
50-60-79-77905	B&G REPAIRS	264.49	14,000.00	3,719.42	0.00	10,280.58	27
50-60-79-77907	B&G SUPPLIES	110.09	14,350.00	3,983.02	0.00	10,366.98	28
50-60-79-77911	LANDSCAPING	1,509.43	9,400.00	5,917.08	0.00	3,482.92	63
<b>TOTAL BUILDING &amp; GROUNDS</b>		<b>4,809.24</b>	<b>161,684.00</b>	<b>31,567.29</b>	<b>0.00</b>	<b>130,116.71</b>	<b>20</b>
<b>CAPITAL OUTLAY</b>							
50-60-80-88001	EQUIPMENT	0.00	24,243.00	13,064.00	0.00	11,179.00	54
50-60-80-88002	SAFETY EQUIPMENT	156.79	1,500.00	254.67	0.00	1,245.33	17
50-60-80-88018	OFFICE EQUIPMENT	0.00	1,000.00	210.68	0.00	789.32	21
50-60-80-88024	VEHICLE EQUIPMENT	0.00	2,500.00	443.77	0.00	2,056.23	18

VILLAGE OF ROUND LAKE  
 DETAILED REVENUE & EXPENSE REPORT  
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ACCOUNT NUMBER	DESCRIPTION	SEPTEMBER ACTUAL	FISCAL YEAR BUDGET	FISCAL YEAR-TO-DATE ACTUAL	OUTSTANDING ENCUMBRANCES	UNCOLLECTED/ UNENCUMBERED BALANCE	% COLL/ EXP.
TOTAL CAPITAL OUTLAY		156.79	29,243.00	13,973.12	0.00	15,269.88	48
WATER/SEWER IMPROVEMENTS							
50-60-81-88101	WATER/SEWER IMPROVEMENTS	17,335.51	2,934,338.00	62,734.37	0.00	2,871,603.63	2
TOTAL WATER/SEWER IMPROVEMENTS		17,335.51	2,934,338.00	62,734.37	0.00	2,871,603.63	2
UTILITIES							
50-60-82-88202	TELEPHONE SERVICE	652.68	2,850.00	1,256.99	0.00	1,593.01	44
50-60-82-88204	CELLULAR SERVICE	216.36	2,800.00	1,024.82	0.00	1,775.18	37
50-60-82-88206	ELECTRICAL SERVICE	3,726.01	55,000.00	21,551.43	0.00	33,448.57	39
50-60-82-88208	HEATING	282.33	5,051.00	1,135.19	0.00	3,915.81	22
50-60-82-88210	JAWA EXPENSE	97,936.02	1,093,000.00	475,805.07	0.00	617,194.93	44
50-60-82-88212	LAKE COUNTY SEWER	0.00	1,150,000.00	363,042.80	0.00	786,957.20	32
50-60-82-88214	EXCESS FACILITY CHARGES	0.00	110,000.00	36,757.50	0.00	73,242.50	33
TOTAL UTILITIES		102,813.40	2,418,701.00	900,573.80	0.00	1,518,127.20	37
VEHICLES & EQUIPMENT							
50-60-84-88402	GAS & OIL	487.25	23,466.00	3,396.71	0.00	20,069.29	14
50-60-84-88404	VEHICLE REPAIRS	365.39	20,000.00	3,172.93	0.00	16,827.07	16
50-60-84-88405	EQUIPMENT REPAIRS	177.53	10,000.00	2,034.13	0.00	7,965.87	20
50-60-84-88406	VEHICLE MAINTENANCE	483.10	3,500.00	843.52	0.00	2,656.48	24
50-60-84-88408	EQUIPMENT MAINTENANCE	7.57	1,000.00	7.57	0.00	992.43	1
50-60-84-88410	RADIO READ SYSTEM	0.00	4,000.00	0.00	0.00	4,000.00	0
50-60-84-88412	EQUIPMENT RENTAL	0.00	1,000.00	128.00	0.00	872.00	13
TOTAL VEHICLES & EQUIPMENT		1,520.84	62,966.00	9,582.86	0.00	53,383.14	15
CHARGES FOR SERVICES							
50-60-90-99005	J.U.L.I.E.	0.00	2,500.00	0.00	0.00	2,500.00	0
TOTAL CHARGES FOR SERVICES		0.00	2,500.00	0.00	0.00	2,500.00	0
TECHNOLOGY							
50-60-91-99101	SCADA MAINTENANCE	0.00	17,500.00	1,967.79	0.00	15,532.21	11
50-60-91-99105	NETWORK REPAIRS	0.00	1,000.00	407.76	0.00	592.24	41

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PUBLIC WORKS EXPENSES							
TECHNOLOGY							
50-60-91-99107	IT MAINTENANCE	4,303.05	17,000.00	7,200.83	0.00	9,799.17	42
50-60-91-99117	IT EQUIPMENT	0.00	8,350.00	486.94	0.00	7,863.06	6
TOTAL TECHNOLOGY		4,303.05	43,850.00	10,063.32	0.00	33,786.68	23
INFRASTRUCTURE MAINTENANCE							
50-60-92-99202	REPAIRS TO SEWERS	0.00	6,000.00	655.95	0.00	5,344.05	11
50-60-92-99204	REPAIR TO WATER LINES	580.00	30,000.00	7,445.69	0.00	22,554.31	25
50-60-92-99206	REPAIRS PUMPS / TELEMET	0.00	0.00	7,874.40	0.00	(7,874.40)	100
50-60-92-99208	REPAIRS TO LIFT STATIONS	691.04	93,700.00	1,683.15	0.00	92,016.85	2
TOTAL INFRASTRUCTURE MAINTENANCE		1,271.04	129,700.00	17,659.19	0.00	112,040.81	14
DEBT SERVICE							
50-60-94-99418	2010C BONDS PRINCIPAL	0.00	115,000.00	0.00	0.00	115,000.00	0
50-60-94-99420	2010C BONDS INTEREST	0.00	20,458.00	10,228.75	0.00	10,229.25	50
50-60-94-99432	BOND ADMIN & DISCLOSURE FEES	0.00	600.00	0.00	0.00	600.00	0
TOTAL DEBT SERVICE		0.00	136,058.00	10,228.75	0.00	125,829.25	8
TOTAL EXPENSES: PUBLIC WORKS		179,651.73	7,027,271.00	1,376,664.32	0.00	5,650,606.68	20
OTHER FINANCING USES EXPENSES							
TRANSFERS OUT							
50-80-96-99660	CONTR. TO VEHICLE REPLACEMENT	8,204.16	98,450.00	41,020.88	0.00	57,429.12	42
50-80-96-99661	CONTR. TO TECHNOLOGY REPLAC.	1,537.83	18,454.00	7,689.19	0.00	10,764.81	42
50-80-96-99662	CONTR. TO BUILDING REPLACEMENT	1,897.50	22,770.00	9,487.50	0.00	13,282.50	42
TOTAL TRANSFERS OUT		11,639.49	139,674.00	58,197.57	0.00	81,476.43	42
TOTAL EXPENSES: OTHER FINANCING USES		11,639.49	139,674.00	58,197.57	0.00	81,476.43	42
TOTAL FUND REVENUES		371,856.15	4,172,692.00	1,795,384.31	0.00	2,377,307.69	43
TOTAL FUND EXPENSES		191,291.22	7,166,945.00	1,434,861.89	0.00	5,732,083.11	20
FUND SURPLUS (DEFICIT)		180,564.93	(2,994,253.00)	360,522.42			

VILLAGE OF ROUND LAKE  
 DETAILED REVENUE & EXPENSE REPORT  
 MONTH & YTD ACTUAL WITH OUTSTANDING ENCUMBRANCES  
 FOR 5 PERIODS ENDING SEPTEMBER 30, 2016

FUND: COMMUTER PARKING LOT FUND

ACCOUNT NUMBER	DESCRIPTION	SEPTEMBER ACTUAL	FISCAL YEAR BUDGET	FISCAL YEAR-TO-DATE ACTUAL	OUTSTANDING ENCUMBRANCES	UNCOLLECTED/ UNENCUMBERED BALANCE	% COLL/ EXP.
REVENUES							
REVENUES							
CHARGES FOR SERVICES							
51-05-56-55625	PARKING LOT INCOME	10,754.71	75,000.00	37,962.96	0.00	37,037.04	51
TOTAL CHARGES FOR SERVICES		10,754.71	75,000.00	37,962.96	0.00	37,037.04	51
INVESTMENT INCOME							
51-05-64-56401	INTEREST INCOME	3.74	37.00	18.29	0.00	18.71	49
TOTAL INVESTMENT INCOME		3.74	37.00	18.29	0.00	18.71	49
TOTAL REVENUES: REVENUES		10,758.45	75,037.00	37,981.25	0.00	37,055.75	51
PUBLIC WORKS							
EXPENSES							
PROFESSIONAL SERVICES							
51-60-73-77307	ENGINEERING EXPENSES	0.00	750.00	0.00	0.00	750.00	0
51-60-73-77313	LEGAL SERVICES	0.00	500.00	(1,443.00)	0.00	1,943.00	(289)
TOTAL PROFESSIONAL SERVICES		0.00	1,250.00	(1,443.00)	0.00	2,693.00	(115)
COMMODITIES							
51-60-74-77434	OPERATING SUPPLIES	0.00	750.00	0.00	0.00	750.00	0
51-60-74-77440	PRINTING	0.00	600.00	0.00	0.00	600.00	0
51-60-74-77452	STREET SIGNS	0.00	500.00	0.00	0.00	500.00	0
TOTAL COMMODITIES		0.00	1,850.00	0.00	0.00	1,850.00	0
CONTRACTUAL SERVICES							
51-60-75-77507	COMMUTER PARKING RENT	0.00	4,800.00	0.00	0.00	4,800.00	0
TOTAL CONTRACTUAL SERVICES		0.00	4,800.00	0.00	0.00	4,800.00	0
MISCELLANEOUS EXPENSES							
51-60-77-77706	MISCELLANEOUS EXPENSE	0.00	2,884.00	912.09	0.00	1,971.91	32
TOTAL MISCELLANEOUS EXPENSES		0.00	2,884.00	912.09	0.00	1,971.91	32

VILLAGE OF ROUND LAKE  
 DETAILED REVENUE & EXPENSE REPORT  
 MONTH & YTD ACTUAL WITH OUTSTANDING ENCUMBRANCES  
 FOR 5 PERIODS ENDING SEPTEMBER 30, 2016

FUND: COMMUTER PARKING LOT FUND

ACCOUNT NUMBER	DESCRIPTION	SEPTEMBER ACTUAL	FISCAL YEAR BUDGET	FISCAL YEAR-TO-DATE ACTUAL	OUTSTANDING ENCUMBRANCES	UNCOLLECTED/ UNENCUMBERED BALANCE	% COLL/ EXP.
PUBLIC WORKS EXPENSES							
BUILDING & GROUNDS							
51-60-79-77903	B&G CONTRACTS	0.00	23,500.00	0.00	0.00	23,500.00	0
51-60-79-77905	B&G REPAIRS	0.00	1,250.00	0.00	0.00	1,250.00	0
51-60-79-77911	LANDSCAPING	945.81	9,500.00	5,336.08	0.00	4,163.92	56
51-60-79-77915	PARKING LOT MAINTENANCE	0.00	5,000.00	323.58	0.00	4,676.42	6
TOTAL BUILDING & GROUNDS		945.81	39,250.00	5,659.66	0.00	33,590.34	14
UTILITIES							
51-60-82-88206	ELECTRICAL SERVICE	704.56	6,000.00	2,089.73	0.00	3,910.27	35
TOTAL UTILITIES		704.56	6,000.00	2,089.73	0.00	3,910.27	35
LAND/LAND IMPROVEMENTS							
51-60-86-88601	LAND/LAND IMPROVEMENTS	0.00	215,200.00	1,918.44	0.00	213,281.56	1
TOTAL LAND/LAND IMPROVEMENTS		0.00	215,200.00	1,918.44	0.00	213,281.56	1
TOTAL EXPENSES: PUBLIC WORKS		1,650.37	271,234.00	9,136.92	0.00	262,097.08	3
TOTAL FUND REVENUES		10,758.45	75,037.00	37,981.25	0.00	37,055.75	51
TOTAL FUND EXPENSES		1,650.37	271,234.00	9,136.92	0.00	262,097.08	3
FUND SURPLUS (DEFICIT)		9,108.08	(196,197.00)	28,844.33			

VILLAGE OF ROUND LAKE  
 DETAILED REVENUE & EXPENSE REPORT  
 MONTH & YTD ACTUAL WITH OUTSTANDING ENCUMBRANCES  
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FUND: VEHICLE REPLACEMENT FUND

ACCOUNT NUMBER	DESCRIPTION	SEPTEMBER ACTUAL	FISCAL YEAR BUDGET	FISCAL YEAR-TO-DATE ACTUAL	OUTSTANDING ENCUMBRANCES	UNCOLLECTED/ UNENCUMBERED BALANCE	% COLL/ EXP.
REVENUES							
REVENUES							
CONTRIBUTIONS							
60-05-58-55845	CONTRIBUTION FROM GENERAL FUND	18,083.33	217,000.00	90,416.69	0.00	126,583.31	42
60-05-58-55850	CONTRIBUTION FROM WATER/SEWER	8,204.16	98,450.00	41,020.88	0.00	57,429.12	42
TOTAL CONTRIBUTIONS		26,287.49	315,450.00	131,437.57	0.00	184,012.43	42
INVESTMENT INCOME							
60-05-64-56401	INTEREST INCOME	1.63	15.00	9.54	0.00	5.46	64
TOTAL INVESTMENT INCOME		1.63	15.00	9.54	0.00	5.46	64
REIMBURSEMENTS							
60-05-65-56508	INSURANCE REIMB.	0.00	0.00	0.00	0.00	0.00	0
TOTAL REIMBURSEMENTS		0.00	0.00	0.00	0.00	0.00	0
MISCELLANEOUS RECEIPTS							
60-05-66-56619	AUCTION PROCEEDS	0.00	0.00	26,866.00	0.00	(26,866.00)	100
TOTAL MISCELLANEOUS RECEIPTS		0.00	0.00	26,866.00	0.00	(26,866.00)	100
TOTAL REVENUES: REVENUES		26,289.12	315,465.00	158,313.11	0.00	157,151.89	50
POLICE DEPARTMENT							
EXPENSES							
CAPITAL OUTLAY							
60-40-80-88004	VEHICLES	0.00	84,036.00	78,654.00	0.00	5,382.00	94
60-40-80-88024	VEHICLE EQUIPMENT	0.00	15,450.00	5,518.71	0.00	9,931.29	36
TOTAL CAPITAL OUTLAY		0.00	99,486.00	84,172.71	0.00	15,313.29	85
TOTAL EXPENSES: POLICE DEPARTMENT		0.00	99,486.00	84,172.71	0.00	15,313.29	85
PUBLIC WORKS							
EXPENSES							
CAPITAL OUTLAY							

VILLAGE OF ROUND LAKE  
 DETAILED REVENUE & EXPENSE REPORT  
 MONTH & YTD ACTUAL WITH OUTSTANDING ENCUMBRANCES  
 FOR 5 PERIODS ENDING SEPTEMBER 30, 2016

FUND: VEHICLE REPLACEMENT FUND

ACCOUNT NUMBER	DESCRIPTION	SEPTEMBER ACTUAL	FISCAL YEAR BUDGET	FISCAL YEAR-TO-DATE ACTUAL	OUTSTANDING ENCUMBRANCES	UNCOLLECTED/ UNENCUMBERED BALANCE	% COLL/ EXP.
PUBLIC WORKS EXPENSES							
CAPITAL OUTLAY							
60-60-80-88001	EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0
60-60-80-88004	VEHICLES	0.00	269,537.00	54,845.00	0.00	214,692.00	20
TOTAL CAPITAL OUTLAY		0.00	269,537.00	54,845.00	0.00	214,692.00	20
TOTAL EXPENSES: PUBLIC WORKS		0.00	269,537.00	54,845.00	0.00	214,692.00	20
BUILDING DEPARTMENT EXPENSES							
CAPITAL OUTLAY							
60-70-80-88004	VEHICLES	0.00	0.00	0.00	0.00	0.00	0
TOTAL CAPITAL OUTLAY		0.00	0.00	0.00	0.00	0.00	0
TOTAL EXPENSES: BUILDING DEPARTMENT		0.00	0.00	0.00	0.00	0.00	0
TOTAL FUND REVENUES		26,289.12	315,465.00	158,313.11	0.00	157,151.89	50
TOTAL FUND EXPENSES		0.00	369,023.00	139,017.71	0.00	230,005.29	38
FUND SURPLUS (DEFICIT)		26,289.12	(53,558.00)	19,295.40			

VILLAGE OF ROUND LAKE  
 DETAILED REVENUE & EXPENSE REPORT  
 MONTH & YTD ACTUAL WITH OUTSTANDING ENCUMBRANCES  
 FOR 5 PERIODS ENDING SEPTEMBER 30, 2016

FUND: TECHNOLOGY REPLACEMENT

ACCOUNT NUMBER	DESCRIPTION	SEPTEMBER ACTUAL	FISCAL YEAR BUDGET	FISCAL YEAR-TO-DATE ACTUAL	OUTSTANDING ENCUMBRANCES	UNCOLLECTED/ UNENCUMBERED BALANCE	% COLL/ EXP.
REVENUES							
REVENUES							
CONTRIBUTIONS							
61-05-58-55845	CONTRIBUTION FROM GENERAL FUND	5,903.41	70,841.00	29,517.13	0.00	41,323.87	42
61-05-58-55850	CONTRIBUTION FROM WATER/SEWER	1,537.83	18,454.00	7,689.19	0.00	10,764.81	42
TOTAL CONTRIBUTIONS		7,441.24	89,295.00	37,206.32	0.00	52,088.68	42
FINES & FORFEITS							
61-05-60-56010	STATE SEIZURES	0.00	15,000.00	0.00	0.00	15,000.00	0
TOTAL FINES & FORFEITS		0.00	15,000.00	0.00	0.00	15,000.00	0
INVESTMENT INCOME							
61-05-64-56401	INTEREST INCOME	1.91	17.00	9.05	0.00	7.95	53
TOTAL INVESTMENT INCOME		1.91	17.00	9.05	0.00	7.95	53
TOTAL REVENUES: REVENUES		7,443.15	104,312.00	37,215.37	0.00	67,096.63	36
ADMINISTRATION							
EXPENSES							
TECHNOLOGY							
61-20-91-99117	IT EQUIPMENT	0.00	24,000.00	502.47	0.00	23,497.53	2
TOTAL TECHNOLOGY		0.00	24,000.00	502.47	0.00	23,497.53	2
TOTAL EXPENSES: ADMINISTRATION		0.00	24,000.00	502.47	0.00	23,497.53	2
POLICE DEPARTMENT							
EXPENSES							
--- UNDEFINED CODE ---							
61-40-80-88024	VEHICLE EQUIPMENT	0.00	0.00	6,675.98	0.00	(6,675.98)	100
TOTAL --- UNDEFINED CODE ---		0.00	0.00	6,675.98	0.00	(6,675.98)	100
TECHNOLOGY							
61-40-91-99117	IT EQUIPMENT	0.00	13,700.00	134.94	0.00	13,565.06	1

VILLAGE OF ROUND LAKE  
 DETAILED REVENUE & EXPENSE REPORT  
 MONTH & YTD ACTUAL WITH OUTSTANDING ENCUMBRANCES  
 FOR 5 PERIODS ENDING SEPTEMBER 30, 2016

FUND: TECHNOLOGY REPLACEMENT

ACCOUNT NUMBER	DESCRIPTION	SEPTEMBER ACTUAL	FISCAL YEAR BUDGET	FISCAL YEAR-TO-DATE ACTUAL	OUTSTANDING ENCUMBRANCES	UNCOLLECTED/ UNENCUMBERED BALANCE	% COLL/ EXP.
TOTAL TECHNOLOGY		0.00	13,700.00	134.94	0.00	13,565.06	1
TOTAL EXPENSES: POLICE DEPARTMENT		0.00	13,700.00	6,810.92	0.00	6,889.08	50
PUBLIC WORKS EXPENSES							
TECHNOLOGY							
61-60-91-99117	IT EQUIPMENT	0.00	11,000.00	0.00	0.00	11,000.00	0
TOTAL TECHNOLOGY		0.00	11,000.00	0.00	0.00	11,000.00	0
TOTAL EXPENSES: PUBLIC WORKS		0.00	11,000.00	0.00	0.00	11,000.00	0
BUILDING DEPARTMENT EXPENSES							
TECHNOLOGY							
61-70-91-99117	IT EQUIPMENT	0.00	7,000.00	0.00	0.00	7,000.00	0
TOTAL TECHNOLOGY		0.00	7,000.00	0.00	0.00	7,000.00	0
TOTAL EXPENSES: BUILDING DEPARTMENT		0.00	7,000.00	0.00	0.00	7,000.00	0
TOTAL FUND REVENUES		7,443.15	104,312.00	37,215.37	0.00	67,096.63	36
TOTAL FUND EXPENSES		0.00	55,700.00	7,313.39	0.00	48,386.61	13
FUND SURPLUS (DEFICIT)		7,443.15	48,612.00	29,901.98			

VILLAGE OF ROUND LAKE  
 DETAILED REVENUE & EXPENSE REPORT  
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 FOR 5 PERIODS ENDING SEPTEMBER 30, 2016

FUND: BUILDING REPLACEMENT

ACCOUNT NUMBER	DESCRIPTION	SEPTEMBER ACTUAL	FISCAL YEAR BUDGET	FISCAL YEAR-TO-DATE ACTUAL	OUTSTANDING ENCUMBRANCES	UNCOLLECTED/ UNENCUMBERED BALANCE	% COLL/ EXP.
REVENUES							
REVENUES							
CONTRIBUTIONS							
62-05-58-55845	CONTRIBUTION FROM GENERAL FUND	6,627.75	79,533.00	33,138.75	0.00	46,394.25	42
62-05-58-55850	CONTRIBUTION FROM WATER/SEWER	1,897.50	22,770.00	9,487.50	0.00	13,282.50	42
TOTAL CONTRIBUTIONS		8,525.25	102,303.00	42,626.25	0.00	59,676.75	42
INVESTMENT INCOME							
62-05-64-56401	INTEREST INCOME	3.48	33.00	17.11	0.00	15.89	52
TOTAL INVESTMENT INCOME		3.48	33.00	17.11	0.00	15.89	52
TOTAL REVENUES: REVENUES		8,528.73	102,336.00	42,643.36	0.00	59,692.64	42
ADMINISTRATION EXPENSES							
CAPITAL OUTLAY							
62-20-80-88001	EQUIPMENT	0.00	10,000.00	0.00	0.00	10,000.00	0
62-20-80-88018	OFFICE EQUIPMENT	0.00	7,500.00	0.00	0.00	7,500.00	0
TOTAL CAPITAL OUTLAY		0.00	17,500.00	0.00	0.00	17,500.00	0
BUILDING IMPROVEMENTS							
62-20-85-88501	BUILDING IMPROVEMENTS	4,485.00	73,000.00	23,522.98	0.00	49,477.02	32
TOTAL BUILDING IMPROVEMENTS		4,485.00	73,000.00	23,522.98	0.00	49,477.02	32
TOTAL EXPENSES: ADMINISTRATION		4,485.00	90,500.00	23,522.98	0.00	66,977.02	26
POLICE DEPARTMENT EXPENSES							
CAPITAL OUTLAY							
62-40-80-88001	EQUIPMENT	0.00	5,000.00	0.00	0.00	5,000.00	0
TOTAL CAPITAL OUTLAY		0.00	5,000.00	0.00	0.00	5,000.00	0
BUILDING IMPROVEMENTS							

VILLAGE OF ROUND LAKE  
 DETAILED REVENUE & EXPENSE REPORT  
 MONTH & YTD ACTUAL WITH OUTSTANDING ENCUMBRANCES  
 FOR 5 PERIODS ENDING SEPTEMBER 30, 2016

FUND: BUILDING REPLACEMENT

ACCOUNT NUMBER	DESCRIPTION	SEPTEMBER ACTUAL	FISCAL YEAR BUDGET	FISCAL YEAR-TO-DATE ACTUAL	OUTSTANDING ENCUMBRANCES	UNCOLLECTED/ UNENCUMBERED BALANCE	% COLL/ EXP.
POLICE DEPARTMENT EXPENSES							
BUILDING IMPROVEMENTS							
62-40-85-88501	BUILDING IMPROVEMENTS	0.00	30,000.00	0.00	0.00	30,000.00	0
TOTAL BUILDING IMPROVEMENTS		0.00	30,000.00	0.00	0.00	30,000.00	0
TOTAL EXPENSES: POLICE DEPARTMENT		0.00	35,000.00	0.00	0.00	35,000.00	0
PUBLIC WORKS EXPENSES							
CAPITAL OUTLAY							
62-60-80-88001	EQUIPMENT	0.00	31,000.00	0.00	0.00	31,000.00	0
62-60-80-88018	OFFICE EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0
TOTAL CAPITAL OUTLAY		0.00	31,000.00	0.00	0.00	31,000.00	0
BUILDING IMPROVEMENTS							
62-60-85-88501	BUILDING IMPROVEMENTS	0.00	16,500.00	0.00	0.00	16,500.00	0
TOTAL BUILDING IMPROVEMENTS		0.00	16,500.00	0.00	0.00	16,500.00	0
TOTAL EXPENSES: PUBLIC WORKS		0.00	47,500.00	0.00	0.00	47,500.00	0
BUILDING DEPARTMENT EXPENSES							
CAPITAL OUTLAY							
62-70-80-88018	OFFICE EQUIPMENT	0.00	5,000.00	0.00	0.00	5,000.00	0
TOTAL CAPITAL OUTLAY		0.00	5,000.00	0.00	0.00	5,000.00	0
TOTAL EXPENSES: BUILDING DEPARTMENT		0.00	5,000.00	0.00	0.00	5,000.00	0
TOTAL FUND REVENUES		8,528.73	102,336.00	42,643.36	0.00	59,692.64	42
TOTAL FUND EXPENSES		4,485.00	178,000.00	23,522.98	0.00	154,477.02	13
FUND SURPLUS (DEFICIT)		4,043.73	(75,664.00)	19,120.38			

VILLAGE OF ROUND LAKE  
 DETAILED REVENUE & EXPENSE REPORT  
 MONTH & YTD ACTUAL WITH OUTSTANDING ENCUMBRANCES  
 FOR 5 PERIODS ENDING SEPTEMBER 30, 2016

FUND: POLICE PENSION FUND

ACCOUNT NUMBER	DESCRIPTION	SEPTEMBER ACTUAL	FISCAL YEAR BUDGET	FISCAL YEAR-TO-DATE ACTUAL	OUTSTANDING ENCUMBRANCES	UNCOLLECTED/ UNENCUMBERED BALANCE	% COLL/ EXP.
REVENUES							
REVENUES TAXES							
70-05-50-55001	REAL ESTATE TAXES	203,154.87	453,914.00	444,752.61	0.00	9,161.39	98
TOTAL TAXES		203,154.87	453,914.00	444,752.61	0.00	9,161.39	98
CONTRIBUTIONS							
70-05-58-55801	POLICE OFFICER CONTRIBUTIONS	15,468.20	190,000.00	84,728.76	0.00	105,271.24	45
TOTAL CONTRIBUTIONS		15,468.20	190,000.00	84,728.76	0.00	105,271.24	45
INVESTMENT INCOME							
70-05-64-56401	INTEREST INCOME	3,582.34	60,000.00	27,997.92	0.00	32,002.08	47
70-05-64-56417	REALIZED GAINS	1,461.05	25,000.00	6,098.51	0.00	18,901.49	24
70-05-64-56419	UNREALIZED GAINS	0.00	0.00	166,475.66	0.00	(166,475.66)	100
70-05-64-56425	DIVIDEND INCOME	3,823.42	50,000.00	9,573.76	0.00	40,426.24	19
TOTAL INVESTMENT INCOME		8,866.81	135,000.00	210,145.85	0.00	(75,145.85)	156
MISCELLANEOUS REVENUE							
70-05-66-56601	MISCELLANEOUS INCOME	0.54	100.00	29.60	0.00	70.40	30
TOTAL MISCELLANEOUS REVENUE		0.54	100.00	29.60	0.00	70.40	30
TOTAL REVENUES: REVENUES		227,490.42	779,014.00	739,656.82	0.00	39,357.18	95
ADMINISTRATION EXPENSES							
PAYROLL EXPENSES							
70-20-70-67050	RETIREMENT BENEFITS	21,006.69	254,700.00	105,033.45	0.00	149,666.55	41
70-20-70-67055	DISABILITY BENEFITS	7,596.87	91,900.00	37,984.35	0.00	53,915.65	41
70-20-70-67056	SURVIVING SPOUSE	2,457.93	29,496.00	12,289.65	0.00	17,206.35	42
70-20-70-67057	REFUND OF CONTRIBUTIONS	127,625.68	5,000.00	127,625.68	0.00	(122,625.68)	2553
TOTAL PAYROLL EXPENSES		158,687.17	381,096.00	282,933.13	0.00	98,162.87	74
PERSONNEL RELATED							

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FUND: POLICE PENSION FUND

ACCOUNT NUMBER	DESCRIPTION	SEPTEMBER ACTUAL	FISCAL YEAR BUDGET	FISCAL YEAR-TO-DATE ACTUAL	OUTSTANDING ENCUMBRANCES	UNCOLLECTED/ UNENCUMBERED BALANCE	% COLL/ EXP.
ADMINISTRATION EXPENSES							
PERSONNEL RELATED							
70-20-72-67204	DUES & MEMBERSHIPS	0.00	800.00	0.00	0.00	800.00	0
70-20-72-67206	MEDICAL/PSYCHOLOGICAL	0.00	5,000.00	0.00	0.00	5,000.00	0
70-20-72-67208	MEETINGS, TRAVEL, & TRAINING	0.00	4,250.00	1,630.00	0.00	2,620.00	38
TOTAL PERSONNEL RELATED		0.00	10,050.00	1,630.00	0.00	8,420.00	16
PROFESSIONAL SERVICES							
70-20-73-77301	AUDITING EXPENSE	0.00	1,875.00	150.00	0.00	1,725.00	8
70-20-73-77313	LEGAL SERVICES	0.00	10,000.00	2,450.00	0.00	7,550.00	25
70-20-73-77325	ACTUARIAL SERVICES	0.00	2,500.00	0.00	0.00	2,500.00	0
TOTAL PROFESSIONAL SERVICES		0.00	14,375.00	2,600.00	0.00	11,775.00	18
COMMODITIES							
70-20-74-77430	OFFICE SUPPLIES	0.00	350.00	0.00	0.00	350.00	0
70-20-74-77432	POSTAGE EXPENSE	0.00	100.00	0.00	0.00	100.00	0
TOTAL COMMODITIES		0.00	450.00	0.00	0.00	450.00	0
MISCELLANEOUS EXPENSE							
70-20-77-77750	REALIZED LOSSES	0.00	0.00	473.83	0.00	(473.83)	100
70-20-77-77755	UNREALIZED LOSSES	2,611.55	0.00	2,611.55	0.00	(2,611.55)	100
TOTAL MISCELLANEOUS EXPENSE		2,611.55	0.00	3,085.38	0.00	(3,085.38)	100
CHARGES FOR SERVICES							
70-20-90-99001	BANK FEES	0.00	24,000.00	5,495.35	0.00	18,504.65	23
70-20-90-99003	DOI COMPLIANCE FEE	0.00	1,250.00	1,229.16	0.00	20.84	98
TOTAL CHARGES FOR SERVICES		0.00	25,250.00	6,724.51	0.00	18,525.49	27
TOTAL EXPENSES: ADMINISTRATION		161,298.72	431,221.00	296,973.02	0.00	134,247.98	69
TOTAL FUND REVENUES		227,490.42	779,014.00	739,656.82	0.00	39,357.18	95
TOTAL FUND EXPENSES		161,298.72	431,221.00	296,973.02	0.00	134,247.98	69
FUND SURPLUS (DEFICIT)		66,191.70	347,793.00	442,683.80			

VILLAGE OF ROUND LAKE  
 DETAILED REVENUE & EXPENSE REPORT  
 MONTH & YTD ACTUAL WITH OUTSTANDING ENCUMBRANCES  
 FOR 5 PERIODS ENDING SEPTEMBER 30, 2016

FUND: WORKING CASH FUND

ACCOUNT NUMBER	DESCRIPTION	SEPTEMBER ACTUAL	FISCAL YEAR BUDGET	FISCAL YEAR-TO-DATE ACTUAL	OUTSTANDING ENCUMBRANCES	UNCOLLECTED/ UNENCUMBERED BALANCE	% COLL/ EXP.
REVENUES							
REVENUES							
INVESTMENT INCOME							
81-05-64-56401	INTEREST INCOME	0.00	0.00	0.00	0.00	0.00	0
TOTAL INVESTMENT INCOME		0.00	0.00	0.00	0.00	0.00	0
TOTAL REVENUES: REVENUES		0.00	0.00	0.00	0.00	0.00	0
TOTAL FUND REVENUES		0.00	0.00	0.00	0.00	0.00	0
TOTAL FUND EXPENSES		0.00	0.00	0.00	0.00	0.00	0
FUND SURPLUS (DEFICIT)		0.00	0.00	0.00			

VILLAGE OF ROUND LAKE  
 DETAILED REVENUE & EXPENSE REPORT  
 MONTH & YTD ACTUAL WITH OUTSTANDING ENCUMBRANCES  
 FOR 5 PERIODS ENDING SEPTEMBER 30, 2016

FUND: IMPACT FEE FUND

ACCOUNT NUMBER	DESCRIPTION	SEPTEMBER ACTUAL	FISCAL YEAR BUDGET	FISCAL YEAR-TO-DATE ACTUAL	OUTSTANDING ENCUMBRANCES	UNCOLLECTED/ UNENCUMBERED BALANCE	% COLL/ EXP.
REVENUES							
REVENUES							
INVESTMENT INCOME							
82-05-64-56401	INTEREST INCOME	0.00	0.00	0.00	0.00	0.00	0
TOTAL INVESTMENT INCOME		0.00	0.00	0.00	0.00	0.00	0
TOTAL REVENUES: REVENUES		0.00	0.00	0.00	0.00	0.00	0
TOTAL FUND REVENUES		0.00	0.00	0.00	0.00	0.00	0
TOTAL FUND EXPENSES		0.00	0.00	0.00	0.00	0.00	0
FUND SURPLUS (DEFICIT)		0.00	0.00	0.00			

VILLAGE OF ROUND LAKE  
 DETAILED REVENUE & EXPENSE REPORT  
 MONTH & YTD ACTUAL WITH OUTSTANDING ENCUMBRANCES  
 FOR 5 PERIODS ENDING SEPTEMBER 30, 2016

FUND: BUILDERS ESCROW

ACCOUNT NUMBER	DESCRIPTION	SEPTEMBER ACTUAL	FISCAL YEAR BUDGET	FISCAL YEAR-TO-DATE ACTUAL	OUTSTANDING ENCUMBRANCES	UNCOLLECTED/ UNENCUMBERED BALANCE	% COLL/ EXP.
REVENUES							
REVENUES							
INVESTMENT INCOME							
83-05-64-56401	INTEREST INCOME	0.00	0.00	0.00	0.00	0.00	0
TOTAL INVESTMENT INCOME		0.00	0.00	0.00	0.00	0.00	0
TOTAL REVENUES: REVENUES		0.00	0.00	0.00	0.00	0.00	0
TOTAL FUND REVENUES		0.00	0.00	0.00	0.00	0.00	0
TOTAL FUND EXPENSES		0.00	0.00	0.00	0.00	0.00	0
FUND SURPLUS (DEFICIT)		0.00	0.00	0.00			

VILLAGE OF ROUND LAKE  
 DETAILED REVENUE & EXPENSE REPORT  
 MONTH & YTD ACTUAL WITH OUTSTANDING ENCUMBRANCES  
 FOR 5 PERIODS ENDING SEPTEMBER 30, 2016

FUND: LAKEWOOD GROVE #1

ACCOUNT NUMBER	DESCRIPTION	SEPTEMBER ACTUAL	FISCAL YEAR BUDGET	FISCAL YEAR-TO-DATE ACTUAL	OUTSTANDING ENCUMBRANCES	UNCOLLECTED/ UNENCUMBERED BALANCE	% COLL/ EXP.
REVENUES							
REVENUES TAXES							
85-05-50-55001	REAL ESTATE TAX	422,885.49	0.00	937,185.27	0.00	(937,185.27)	100
TOTAL TAXES		422,885.49	0.00	937,185.27	0.00	(937,185.27)	100
INVESTMENT INCOME							
85-05-64-56401	INTEREST INCOME	0.00	0.00	768.03	0.00	(768.03)	100
TOTAL INVESTMENT INCOME		0.00	0.00	768.03	0.00	(768.03)	100
MISCELLANEOUS REVENUE							
85-05-66-56601	MISCELLANEOUS INCOME	0.00	0.00	0.00	0.00	0.00	0
85-05-66-56630	SSA PREPAYMENT	0.00	0.00	0.00	0.00	0.00	0
TOTAL MISCELLANEOUS REVENUE		0.00	0.00	0.00	0.00	0.00	0
TRANSFERS IN							
85-05-68-56885	TRANSFER FROM OTHER ACCOUNTS	0.00	0.00	0.00	0.00	0.00	0
TOTAL TRANSFERS IN		0.00	0.00	0.00	0.00	0.00	0
TOTAL REVENUES: REVENUES		422,885.49	0.00	937,953.30	0.00	(937,953.30)	100
ADMINISTRATION EXPENSES							
EXPENSES							
85-20-90-99007	ADMIN FEES	8,151.00	0.00	8,151.00	0.00	(8,151.00)	100
85-20-90-99009	OTHER EXPENSES	0.00	0.00	0.00	0.00	0.00	0
85-20-90-99013	BANK FEES	(8,151.00)	0.00	0.00	0.00	0.00	0
TOTAL EXPENSES		0.00	0.00	8,151.00	0.00	(8,151.00)	100
DEBT SERVICES							
85-20-94-99436	BOND INTEREST	0.00	0.00	0.00	0.00	0.00	0
85-20-94-99442	BOND PRINCIPAL	0.00	0.00	0.00	0.00	0.00	0
TOTAL DEBT SERVICES		0.00	0.00	0.00	0.00	0.00	0

VILLAGE OF ROUND LAKE  
 DETAILED REVENUE & EXPENSE REPORT  
 MONTH & YTD ACTUAL WITH OUTSTANDING ENCUMBRANCES  
 FOR 5 PERIODS ENDING SEPTEMBER 30, 2016

FUND: LAKEWOOD GROVE #1

ACCOUNT NUMBER	DESCRIPTION	SEPTEMBER ACTUAL	FISCAL YEAR BUDGET	FISCAL YEAR-TO-DATE ACTUAL	OUTSTANDING ENCUMBRANCES	UNCOLLECTED/ UNENCUMBERED BALANCE	% COLL/ EXP.
TOTAL EXPENSES: ADMINISTRATION		0.00	0.00	8,151.00	0.00	(8,151.00)	100
OTHER FINANCING USES							
EXPENSES							
TRANSFERS OUT							
85-80-96-99685	TRANSFER TO OTHER ACCOUNTS	0.00	0.00	0.00	0.00	0.00	0
TOTAL TRANSFERS OUT		0.00	0.00	0.00	0.00	0.00	0
TOTAL EXPENSES: OTHER FINANCING USES		0.00	0.00	0.00	0.00	0.00	0
TOTAL FUND REVENUES		422,885.49	0.00	937,953.30	0.00	(937,953.30)	100
TOTAL FUND EXPENSES		0.00	0.00	8,151.00	0.00	(8,151.00)	100
FUND SURPLUS (DEFICIT)		422,885.49	0.00	929,802.30			

VILLAGE OF ROUND LAKE  
 DETAILED REVENUE & EXPENSE REPORT  
 MONTH & YTD ACTUAL WITH OUTSTANDING ENCUMBRANCES  
 FOR 5 PERIODS ENDING SEPTEMBER 30, 2016

FUND: LAKEWOOD GROVE #3

ACCOUNT NUMBER	DESCRIPTION	SEPTEMBER ACTUAL	FISCAL YEAR BUDGET	FISCAL YEAR-TO-DATE ACTUAL	OUTSTANDING ENCUMBRANCES	UNCOLLECTED/ UNENCUMBERED BALANCE	% COLL/ EXP.
REVENUES							
REVENUES							
TAXES							
86-05-50-55001	REAL ESTATE TAX	128,308.14	0.00	280,160.49	0.00	(280,160.49)	100
TOTAL TAXES		128,308.14	0.00	280,160.49	0.00	(280,160.49)	100
INVESTMENT INCOME							
86-05-64-56401	INTEREST INCOME	0.00	0.00	243.45	0.00	(243.45)	100
TOTAL INVESTMENT INCOME		0.00	0.00	243.45	0.00	(243.45)	100
TRANSFERS IN							
86-05-68-56886	TRANSFER FROM OTHER ACCOUNTS	0.00	0.00	0.00	0.00	0.00	0
TOTAL TRANSFERS IN		0.00	0.00	0.00	0.00	0.00	0
TOTAL REVENUES: REVENUES		128,308.14	0.00	280,403.94	0.00	(280,403.94)	100
ADMINISTRATION							
EXPENSES							
EXPENSES							
86-20-90-99007	ADMIN FEES	5,550.50	0.00	5,550.50	0.00	(5,550.50)	100
86-20-90-99013	BANK FEES	(5,550.50)	0.00	0.00	0.00	0.00	0
TOTAL EXPENSES		0.00	0.00	5,550.50	0.00	(5,550.50)	100
DEBT SERVICES							
86-20-94-99438	BOND INTEREST	0.00	0.00	0.00	0.00	0.00	0
86-20-94-99443	BOND PRINCIPAL	0.00	0.00	0.00	0.00	0.00	0
TOTAL DEBT SERVICES		0.00	0.00	0.00	0.00	0.00	0
TOTAL EXPENSES: ADMINISTRATION		0.00	0.00	5,550.50	0.00	(5,550.50)	100
OTHER FINANCING USES							
EXPENSES							
TRANSFERS OUT							

VILLAGE OF ROUND LAKE  
 DETAILED REVENUE & EXPENSE REPORT  
 MONTH & YTD ACTUAL WITH OUTSTANDING ENCUMBRANCES  
 FOR 5 PERIODS ENDING SEPTEMBER 30, 2016

FUND: LAKEWOOD GROVE #3

ACCOUNT NUMBER	DESCRIPTION	SEPTEMBER ACTUAL	FISCAL YEAR BUDGET	FISCAL YEAR-TO-DATE ACTUAL	OUTSTANDING ENCUMBRANCES	UNCOLLECTED/ UNENCUMBERED BALANCE	% COLL/ EXP.
OTHER FINANCING USES							
EXPENSES							
86-80-96-99686	TRANSFER TO OTHER ACCOUNTS	0.00	0.00	0.00	0.00	0.00	0
TOTAL TRANSFERS OUT		0.00	0.00	0.00	0.00	0.00	0
TOTAL EXPENSES: OTHER FINANCING USES		0.00	0.00	0.00	0.00	0.00	0
TOTAL FUND REVENUES		128,308.14	0.00	280,403.94	0.00	(280,403.94)	100
TOTAL FUND EXPENSES		0.00	0.00	5,550.50	0.00	(5,550.50)	100
FUND SURPLUS (DEFICIT)		128,308.14	0.00	274,853.44			

VILLAGE OF ROUND LAKE  
 DETAILED REVENUE & EXPENSE REPORT  
 MONTH & YTD ACTUAL WITH OUTSTANDING ENCUMBRANCES  
 FOR 5 PERIODS ENDING SEPTEMBER 30, 2016

FUND: LAKEWOOD GROVE #4

ACCOUNT NUMBER	DESCRIPTION	SEPTEMBER ACTUAL	FISCAL YEAR BUDGET	FISCAL YEAR-TO-DATE ACTUAL	OUTSTANDING ENCUMBRANCES	UNCOLLECTED/ UNENCUMBERED BALANCE	% COLL/ EXP.
REVENUES							
REVENUES							
TAXES							
87-05-50-55001	REAL ESTATE TAX	176,152.45	0.00	386,777.41	0.00	(386,777.41)	100
TOTAL TAXES		176,152.45	0.00	386,777.41	0.00	(386,777.41)	100
INVESTMENT INCOME							
87-05-64-56401	INTEREST INCOME	0.00	0.00	328.90	0.00	(328.90)	100
TOTAL INVESTMENT INCOME		0.00	0.00	328.90	0.00	(328.90)	100
MISCELLANEOUS REVENUE							
87-05-66-56601	MISCELLANEOUS INCOME	0.00	0.00	0.00	0.00	0.00	0
TOTAL MISCELLANEOUS REVENUE		0.00	0.00	0.00	0.00	0.00	0
TRANSFERS IN							
87-05-68-56887	TRANSFER FROM OTHER ACCOUNTS	0.00	0.00	0.00	0.00	0.00	0
TOTAL TRANSFERS IN		0.00	0.00	0.00	0.00	0.00	0
TOTAL REVENUES: REVENUES		176,152.45	0.00	387,106.31	0.00	(387,106.31)	100
ADMINISTRATION EXPENSES							
EXPENSES							
87-20-90-99007	ADMIN FEES	5,550.50	0.00	5,550.50	0.00	(5,550.50)	100
87-20-90-99013	BANK FEES	(5,550.50)	0.00	0.00	0.00	0.00	0
TOTAL EXPENSES		0.00	0.00	5,550.50	0.00	(5,550.50)	100
DEBT SERVICES							
87-20-94-99440	BOND INTEREST	0.00	0.00	0.00	0.00	0.00	0
87-20-94-99444	BOND PRINCIPAL	0.00	0.00	0.00	0.00	0.00	0
TOTAL DEBT SERVICES		0.00	0.00	0.00	0.00	0.00	0
TOTAL EXPENSES: ADMINISTRATION		0.00	0.00	5,550.50	0.00	(5,550.50)	100

VILLAGE OF ROUND LAKE  
 DETAILED REVENUE & EXPENSE REPORT  
 MONTH & YTD ACTUAL WITH OUTSTANDING ENCUMBRANCES  
 FOR 5 PERIODS ENDING SEPTEMBER 30, 2016

FUND: LAKEWOOD GROVE #4

ACCOUNT NUMBER	DESCRIPTION	SEPTEMBER ACTUAL	FISCAL YEAR BUDGET	FISCAL YEAR-TO-DATE ACTUAL	OUTSTANDING ENCUMBRANCES	UNCOLLECTED/ UNENCUMBERED BALANCE	% COLL/ EXP.
OTHER FINANCING USES							
EXPENSES							
87-80-96-99687	TRANSFER TO OTHER ACCOUNTS	0.00	0.00	0.00	0.00	0.00	0
TOTAL TRANSFERS OUT		0.00	0.00	0.00	0.00	0.00	0
TOTAL EXPENSES: OTHER FINANCING USES		0.00	0.00	0.00	0.00	0.00	0
TOTAL FUND REVENUES		176,152.45	0.00	387,106.31	0.00	(387,106.31)	100
TOTAL FUND EXPENSES		0.00	0.00	5,550.50	0.00	(5,550.50)	100
FUND SURPLUS (DEFICIT)		176,152.45	0.00	381,555.81			

VILLAGE OF ROUND LAKE  
 DETAILED REVENUE & EXPENSE REPORT  
 MONTH & YTD ACTUAL WITH OUTSTANDING ENCUMBRANCES  
 FOR 5 PERIODS ENDING SEPTEMBER 30, 2016

FUND: GENERAL FIXED ASSET A/C GROUP

ACCOUNT NUMBER	DESCRIPTION	SEPTEMBER ACTUAL	FISCAL YEAR BUDGET	FISCAL YEAR-TO-DATE ACTUAL	OUTSTANDING ENCUMBRANCES	UNCOLLECTED/ UNENCUMBERED BALANCE	% COLL/ EXP.
REVENUES							
REVENUES							
FIXED ASSET ADDITIONS							
99-05-69-66920	GENERAL GOVERNMENT ADDITIONS	0.00	0.00	0.00	0.00	0.00	0
99-05-69-66960	PUBLIC WORKS ADDITIONS	0.00	0.00	0.00	0.00	0.00	0
TOTAL FIXED ASSET ADDITIONS		0.00	0.00	0.00	0.00	0.00	0
TOTAL REVENUES: REVENUES		0.00	0.00	0.00	0.00	0.00	0
ADMINISTRATION EXPENSES							
DEPRECIATION EXPENSE							
99-20-97-99705	GENERAL GOV'T DEPRECIATION	0.00	0.00	0.00	0.00	0.00	0
TOTAL DEPRECIATION EXPENSE		0.00	0.00	0.00	0.00	0.00	0
TOTAL EXPENSES: ADMINISTRATION		0.00	0.00	0.00	0.00	0.00	0
POLICE DEPARTMENT EXPENSES							
DEPRECIATION EXPENSE							
99-40-97-99705	PUBLIC SAFETY DEPRECIATION	0.00	0.00	0.00	0.00	0.00	0
TOTAL DEPRECIATION EXPENSE		0.00	0.00	0.00	0.00	0.00	0
TOTAL EXPENSES: POLICE DEPARTMENT		0.00	0.00	0.00	0.00	0.00	0
PUBLIC WORKS EXPENSES							
DEPRECIATION EXPENSE							
99-60-97-99705	PUBLIC WORKS DEPRECIATION	0.00	0.00	0.00	0.00	0.00	0
TOTAL DEPRECIATION EXPENSE		0.00	0.00	0.00	0.00	0.00	0
TOTAL EXPENSES: PUBLIC WORKS		0.00	0.00	0.00	0.00	0.00	0
BUILDING DEPARTMENT EXPENSES							

VILLAGE OF ROUND LAKE  
 DETAILED REVENUE & EXPENSE REPORT  
 MONTH & YTD ACTUAL WITH OUTSTANDING ENCUMBRANCES  
 FOR 5 PERIODS ENDING SEPTEMBER 30, 2016

FUND: GENERAL FIXED ASSET A/C GROUP

ACCOUNT NUMBER	DESCRIPTION	SEPTEMBER ACTUAL	FISCAL YEAR BUDGET	FISCAL YEAR-TO-DATE ACTUAL	OUTSTANDING ENCUMBRANCES	UNCOLLECTED/ UNENCUMBERED BALANCE	% COLL/ EXP.
BUILDING DEPARTMENT EXPENSES							
99-70-97-99705	DEPRECIATION EXPENSE COMMUNITY DEVELOPMENT DEPR.	0.00	0.00	0.00	0.00	0.00	0
TOTAL DEPRECIATION EXPENSE		0.00	0.00	0.00	0.00	0.00	0
TOTAL EXPENSES: BUILDING DEPARTMENT		0.00	0.00	0.00	0.00	0.00	0
TOTAL FUND REVENUES		0.00	0.00	0.00	0.00	0.00	0
TOTAL FUND EXPENSES		0.00	0.00	0.00	0.00	0.00	0
FUND SURPLUS (DEFICIT)		0.00	0.00	0.00			
TOTAL ALL FUND REVENUES		3,462,732.33	15,219,909.00	10,529,384.82	0.00	4,690,524.18	69
TOTAL ALL FUND EXPENSES		939,547.43	20,508,905.00	5,765,292.17	0.00	14,743,612.83	28
ALL FUND SURPLUS (DEFICIT)		2,523,184.90	(5,288,996.00)	4,764,092.65			



VILLAGE OF ROUND LAKE  
**AGENDA ITEM SUMMARY**

**TITLE: REFUNDING SSA 1 3 & 4 BONDS**

**Agenda Item No. 8.1**

*Executive Summary:*

At the October 17, 2016 Regular Board meeting, a discussion was held regarding the status of refinancing the Lakewood Grove SSA #1, #3 and #4 2007 Bond Series. The 2007 Bonds are callable 1/1/2017 and carry a relatively high interest rate. The residents of the aforementioned Lakewood Grove SSAs stand to realize a significant savings should interest rates remain favorable. There is no impact to the Village; however, there would be savings for all property owners in the Lakewood Grove area. The Village Board at that time directed staff to continue the bond refunding process as long as rates stayed at historical lows and there was a savings to the residents of the Lakewood Grove area.

Since the last meeting, obtaining insurance on two of the refunding series could not be accomplished due to the limited number of households in SSA #3 & SSA #4. However, should the Village combine the three refunding series into one bond issue insurance can be obtained to keep the rates low on the bond refunding. Attached are the documents with changes due to a recommendation to issue one Bond versus three separate series:

- An Ordinance Providing for the Issuance of Bonds
- Trust Indenture
- Bond Purchase Agreement
- Preliminary Official Statement
- Agreement for Administrative Services
- Risk Disclosure

Robert Vail, bond advisor from Bernardi Securities, Inc. and a representative from IceMiller, bond counsel, will be in attendance at the November 7, 2016 Village Board meeting to discuss the attached documents and answer any questions.

*Recommended Action:*

Adopt the attached Ordinance.

<b>Committee:</b> -	<b>Meeting Date:</b> November 7, 2016																															
<b>Lead Department:</b> Finance Administration	<b>Presenter:</b> Wayde Frerichs, Director of Finance Steven J. Shields, Village Administrator																															
<b>Item Budgeted:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A  If amount requested is over budget, a detailed explanation of what account(s) the overage will be charged to will be provided in the Executive Summary or attached detail.	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;">Account(s)</th> <th style="width: 20%;">Budget</th> <th style="width: 40%;">Expenditure</th> </tr> </thead> <tbody> <tr> <td>xx-xx-xx-xxxxx</td> <td style="text-align: center;">-</td> <td></td> </tr> <tr> <td>Item Requested</td> <td></td> <td></td> </tr> <tr> <td>Y-T-D Actual</td> <td></td> <td></td> </tr> <tr> <td>Amount Encumbered</td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align: right;">Total:</td> <td style="text-align: right;"><b>\$0.00</b></td> <td style="text-align: right;"><b>\$0.00</b></td> </tr> <tr> <td colspan="3">Request is over/under budget:</td> </tr> <tr> <td style="text-align: right;">Under</td> <td colspan="2">-</td> </tr> <tr> <td style="text-align: right;">Over</td> <td colspan="2">-</td> </tr> </tbody> </table>		Account(s)	Budget	Expenditure	xx-xx-xx-xxxxx	-		Item Requested			Y-T-D Actual			Amount Encumbered						Total:	<b>\$0.00</b>	<b>\$0.00</b>	Request is over/under budget:			Under	-		Over	-	
Account(s)	Budget	Expenditure																														
xx-xx-xx-xxxxx	-																															
Item Requested																																
Y-T-D Actual																																
Amount Encumbered																																
Total:	<b>\$0.00</b>	<b>\$0.00</b>																														
Request is over/under budget:																																
Under	-																															
Over	-																															

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**VILLAGE OF ROUND LAKE**

**LAKE COUNTY**

**STATE OF ILLINOIS**

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**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$21,600,000 VILLAGE OF ROUND LAKE, LAKE COUNTY, ILLINOIS, LAKEWOOD GROVE SPECIAL SERVICE AREAS NUMBERS ONE, THREE AND FOUR SPECIAL TAX REFUNDING BONDS, SERIES 2016, AND PROVIDING FOR THE LEVY OF A DIRECT ANNUAL TAX ON TAXABLE PROPERTY IN SUCH SPECIAL SERVICE AREAS FOR THE PAYMENT OF PRINCIPAL AND INTEREST ON SUCH BONDS.**

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ADOPTED BY THE  
PRESIDENT AND BOARD OF TRUSTEES  
OF THE  
VILLAGE OF ROUND LAKE  
LAKE COUNTY  
STATE OF ILLINOIS

The 7th day of November, 2016

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Published in pamphlet form by authority of the President and Board of Trustees of the Village of Round Lake, Lake County, Illinois the 7th day of November 2016.

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ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$21,600,000 VILLAGE OF ROUND LAKE, LAKE COUNTY, ILLINOIS, LAKEWOOD GROVE SPECIAL SERVICE AREAS NUMBERS ONE, THREE AND FOUR SPECIAL TAX REFUNDING BONDS, SERIES 2016, AND PROVIDING FOR THE LEVY OF A DIRECT ANNUAL TAX ON TAXABLE PROPERTY IN SUCH SPECIAL SERVICE AREAS FOR THE PAYMENT OF PRINCIPAL AND INTEREST ON SUCH BONDS.**

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

Section 1. Findings and Declarations. It is found and declared by the President and Board of Trustees of the Village of Round Lake, Lake County, Illinois (the "Village") as follows:

a. The Village previously established three special service areas (the "Special Service Areas") pursuant to three establishing ordinances: (i) Lakewood Grove Special Service Area Number One, pursuant to Ordinance No. 02-O-37 adopted on October 21, 2002; (ii) Lakewood Grove Special Service Area Number Three, pursuant to Ordinance No. 03-O-28 adopted on September 2, 2003; and (iii) Lakewood Grove Special Service Area Number Four, pursuant to Ordinance No. 03-O-30 adopted on September 2, 2003 (see legal descriptions attached as Exhibit A to this Indenture) (collectively, the "Establishing Ordinances"), the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5 et seq., as amended (the "Special Service Area Act") and the provisions of Section 7 of Article VII of the 1970 Constitution of the State of Illinois (the "Illinois Constitution"), and has otherwise complied with all other conditions precedent required by the Special Service Area Act.

b. It was deemed necessary and in the best interests of the Village to provide special services benefiting the Special Service Areas consisting of the acquisition, construction and installation of public improvements including, but not limited to, engineering, soil testing and appurtenant work, mass grading and demolition, storm water management facilities, storm drainage systems and storm sewers, site clearing and tree removal, public water facilities, sanitary sewer facilities, erosion control measures, roads, streets, curbs, gutters, street lighting, sidewalks and related street improvements, landscaping and tree installation, costs for land and easement acquisitions relating to any of the foregoing improvements (the "Special Services").

c. Pursuant to three prior bond ordinances (the "Prior Bond Ordinances") and pursuant to the Special Service Area Act, the Village determined that it was in the best interests of the Village to issue three series of special service area special tax refunding bonds (the "Prior Bonds") as follows: (i) pursuant to Ordinance No. 07-O-08 adopted on March 5, 2007, as amended by Ordinance No. 07-O-17 adopted on March 19, 2007, \$13,000,000 principal amount of its Lakewood Grove Special Service Area Number One

Special Tax Refunding Bonds, Series 2007 (the “2007 SSA No. 1 Bonds”), of which \$11,396,000 remains outstanding; pursuant to Ordinance No. 07-O-09 adopted on March 5, 2007, as amended by Ordinance No. 07-O-18 adopted on March 19, 2007, \$4,040,000 principal amount of its Lakewood Grove Special Service Area Number Three Special Tax Refunding Bonds, Series 2007 (the “2007 SSA No. 3 Bonds”), of which \$3,381,000 remains outstanding; and pursuant to Ordinance No. 07-O-10 adopted on March 5, 2007, as amended by Ordinance No. 07-O-19 adopted on March 19, 2007, \$5,750,000 principal amount of its Lakewood Grove Special Service Area Number Four Special Tax Refunding Bonds, Series 2007 (the “2007 SSA No. 4 Bonds”), of which \$4,841,000 remains outstanding.

d. In order to achieve debt service savings, it is in the best interests of the Village to current refund certain portions of the Prior Bonds (the “Refunded Bonds”). The Village does not have sufficient funds on hand or available from other sources with which to pay the costs associated with current refunding the Refunded Bonds.

e. It is necessary and in the best interests of the Village to issue an aggregate principal amount not to exceed \$21,600,000 of its Lakewood Grove Special Service Areas Numbers One, Three and Four Special Tax Refunding Bonds, Series 2016 (the “Bonds”), as provided in this Ordinance, to pay or provide funds to current refund the Refunded Bonds.

f. The Village expects that aggregate payments of principal of and interest on the Bonds will be less than aggregate payments of principal of and interest on the outstanding Prior Bonds.

g. The Prior Bonds were issued to pay or provide funds to advance refund the Village’s then outstanding Lakewood Grove Special Service Area Number One Special Tax Bonds, Series 2003 (the “Series 2003 SSA No. 1 Bonds”), the Lakewood Grove Special Service Area Number Three Special Tax Bonds, Series 2003 (the “Series 2003 SSA No. 3 Bonds”) and the Lakewood Grove Special Service Area Number Four Special Tax Bonds, Series 2003 (the “Series 2003 SSA No. 4 Bonds” and collectively with the Series 2003 SSA No. 1 Bonds and the Series 2003 SSA No. 3 Bonds, the “Series 2003 Bonds”) and pay costs related to the issuance of the Series 2007 Bonds, which were issued to provide funds to pay for a portion of the Special Services.

h. After adoption of Ordinance Number 02-O-25 on July 15, 2002, which proposed the consideration of establishing Special Service Area No. 1 and the issuance of the Series 2003 SSA No. 1 Bonds in an aggregate principal amount not to exceed \$13,000,000 (the “SSA No. 1 Proposing Ordinance”), due publication in the Daily Herald on July 17, 2002 of notice as required by the Special Service Area Act including, without limitation, notice of the issuance of the Series 2003 SSA No. 1 Bonds in an aggregate principal amount not to exceed \$13,000,000 (the “SSA No. 1 Notice”), a public hearing to consider the establishment of Special Service Area No. 1, the issuance of the Series 2003 SSA No. 1 Bonds for the purpose of paying the costs of the Special Services and the manner in which the Series 2003 SSA No. 1 Bonds were proposed to be retired and the proposed tax levy, was held on August 5, 2002 at 6:45 p.m., no objection petition was

filed with respect to the establishment of Special Service Area No. 1 or the issuance of the Series 2003 SSA No. 1 Bonds within the period of time allowed pursuant to the Special Service Area Act, and waivers of the right to file any such objection petition were executed by all electors and all owners of property within Special Service Area No. 1 at the time of the issuance of the Series 2003 SSA No. 1 Bonds.

i. After adoption of Ordinance Number 03-O-29 on September 2, 2003, which proposed the consideration of establishing Special Service Area No. 3 and the issuance of the Series 2003 SSA No. 3 Bonds in an aggregate principal amount not to exceed \$6,000,000 (the "SSA No. 3 Proposing Ordinance"), due publication in the Daily Herald on May 31, 2003 of notice as required by the Special Service Area Act including, without limitation, notice of the issuance of the Series 2003 SSA No. 3 Bonds in an aggregate principal amount not to exceed \$6,000,000 (the "SSA No. 3 Notice"), a public hearing to consider the establishment of Special Service Area No. 3, the issuance of the Series 2003 SSA No. 3 Bonds for the purpose of paying the costs of the Special Services and the manner in which the Series 2003 SSA No. 3 Bonds were proposed to be retired and the proposed tax levy, was held on June 16, 2003 at 6:45 p.m., no objection petition was filed with respect to the establishment of Special Service Area No. 3 or the issuance of the Series 2003 SSA No. 3 Bonds within the period of time allowed pursuant to the Special Service Area Act, and waivers of the right to file any such objection petition were executed by all electors and all owners of property within Special Service Area No. 3 at the time of the issuance of the Series 2003 SSA No. 3 Bonds.

j. After adoption of Ordinance Number 03-O-16 on May 19, 2003, which proposed the consideration of establishing Special Service Area No. 4 and the issuance of the Series 2003 SSA No. 4 Bonds in an aggregate principal amount not to exceed \$6,000,000 (the "SSA No. 4 Proposing Ordinance" and collectively with SSA No. 1 Proposing Ordinance and SSA No. 3 Proposing Ordinance, the "Proposing Ordinances"), due publication in the Daily Herald on May 31, 2003 of notice as required by the Special Service Area Act including, without limitation, notice of the issuance of the Series 2003 SSA No. 4 Bonds in an aggregate principal amount not to exceed \$6,000,000 (the "SSA No. 4 Notice" and collectively with SSA No. 1 Notice and SSA No. 3 Notice, the "Notices"), a public hearing to consider the establishment of Special Service Area No. 4, the issuance of the Series 2003 SSA No. 4 Bonds for the purpose of paying the costs of the Special Services and the manner in which the 2003 Bonds were proposed to be retired and the proposed tax levy, was held on June 16, 2003 at 6:45 p.m., no objection petition was filed with respect to the establishment of Special Service Area No. 4 or the issuance of the Series 2003 SSA No. 4 Bonds within the period of time allowed pursuant to the Special Service Area Act, and waivers of the right to file any such objection petition were executed by all electors and all owners of property within Special Service Area No. 4 at the time of the issuance of the Series 2003 SSA No. 4 Bonds.

Section 2. Issuance of Bonds.

a. The Village shall borrow the sum of not to exceed \$21,600,000 by issuing the Bonds as provided in this Ordinance. The Bonds which shall be designated "Village of Round Lake, Lake County, Illinois Lakewood Grove Special Service Areas Numbers

One, Three and Four Special Tax Refunding Bonds, Series 2016,” shall be issued for the purpose of current refunding the Refunded Bonds, which Prior Bonds were issued to advance refund all of the Series 2003 Bonds. The Bonds shall be issued pursuant to the powers of the Village pursuant to Section 7 of Article VII of the Illinois Constitution; the Special Service Area Act; and the Local Government Debt Reform Act of the State of Illinois, 30 ILCS 350/1 et seq. (the “Debt Reform Act”).

b. The Village President is hereby authorized and directed to establish the final terms of the Bonds as set forth in the Village’s Bond Order to be executed by the Village President (the “Bond Order”), but only within the parameters or on such terms as set forth in Section 4 of this Ordinance and in furtherance of such duty is hereby authorized and directed to execute the Bond Order on behalf of the Village. The Bonds shall be issued in such principal amounts, with such original issue discount and/or original issue premium, shall mature on such dates, have such net interest cost and bear interest at such rates, all as set forth in the Bond Order. The Bond Order shall also set forth the terms of any surety bond or credit instrument to be provided to fund all or a portion of the Reserve Fund, and the identity of the provider of any bond insurance insuring the payment of principal of and interest on the Bonds.

c. The Village President and/or Village Clerk are hereby authorized to obtain, on behalf of the Village, a bond insurance policy insuring payment of principal of and interest on the Bonds and a surety bond policy or other credit instrument to fund all or any portion of the Reserve Fund for the Bonds, all upon such terms and conditions that the Village President and/or Village Clerk shall deem appropriate. The Village President and/or Village Clerk are hereby authorized to enter into, with the provider of any Bond Insurance Policy, surety bond or other credit instrument, such commitments and reimbursement agreements as are deemed necessary in connection with the provision of such bond insurance, surety bond or other credit instrument, provided that the premium paid for any such bond insurance policy shall not exceed 2% of the principal amount of the Bonds to be insured and the premium paid for any surety bond or other credit instrument shall not exceed 5%. Such premiums shall be payable from proceeds of the Bonds. The obligations of the Village under each such commitment, insurance policy and/or reimbursement agreement, do not now and shall never constitute an indebtedness or a loan of credit of the Village, or a charge against its general credit or taxing powers within the meaning of any constitutional or statutory limitation. Such obligations shall be limited obligations of the Village payable only from Special Taxes and certain amounts on deposit in the funds and accounts created pursuant to the Trust Indenture securing the Bonds. The Village President and Village Clerk are hereby authorized to execute and deliver such commitments and reimbursement agreements on behalf of the Village, and the final forms of such commitments and of any reimbursement agreement shall be attached to the Bond Order.

d. This Ordinance hereby amends each applicable Establishing Ordinance by collectively authorizing the issuance of bonds in an aggregate principal amount of not to exceed \$21,600,000, which principal amount shall not exceed and is in accordance with the maximum principal amount described in each applicable Proposing Ordinance and each of the applicable Notices.

Section 3. Approval of Documents. There have been submitted to the President and Board of Trustees forms of the following documents relating to the issuance of the Bonds:

a. a form of Trust Indenture (the “Indenture”) between the Village and Amalgamated Bank of Chicago, Chicago, Illinois, as trustee (the “Trustee”), which form of Indenture is attached as Exhibit B to this Ordinance;

b. a form of Bond Purchase Agreement (the “Bond Purchase Agreement”) between the Village and Bernardi Securities, Inc., as Underwriter (the “Underwriter”), to be dated as of the date the offer of the Underwriter to purchase the Bonds is accepted by the Village, which form of Bond Purchase Agreement is attached as Exhibit C to this Ordinance and is incorporated herein;

c. a form of Preliminary Official Statement (the “Preliminary Official Statement”) to be used by the Underwriter in its initial offering of the Bonds, which form of Preliminary Official Statement is attached as Exhibit D to this Ordinance;

d. a form of the Continuing Disclosure Agreement (the “Continuing Disclosure Agreement”) to be executed by the Village President and dated as of the dated date of the Bonds, which form of Continuing Disclosure Agreement is attached as Exhibit E to this Ordinance, included therein Continuing Disclosure Post-Issuance Compliance Procedures of the Village related to the Bonds;

e. a form of an Agreement for Administration Services to be entered into by and between the Village and David Taussig & Associates, Inc. (the “Consulting Agreement”) providing for the administrative services to the Special Service Area which agreement is attached as Exhibit F to this Ordinance.

Such documents are approved as to form and substance and the Village President and the Village Clerk of the Village are authorized and directed to execute and deliver and/or authorize the use of such documents on behalf of the Village in substantially the forms submitted with such additions, deletions and completions of the same as the Village President and the Village Clerk deem appropriate; and when each such document is executed, attested, sealed and delivered on behalf of the Village, as provided herein, each such document will be binding on the Village; from and after the execution and delivery of each such document, the officers, employees and agents of the Village are hereby authorized, empowered and directed to do all such acts and things and to execute all such additional documents as may be necessary to carry out, comply with and perform the provisions of each such document as executed; and each such document shall constitute, and hereby is made, a part of this Ordinance, and a copy of each such document shall be placed in the official records of the Village, and shall be available for public inspection at the office of the Village Clerk. Either the Village President or the Village Clerk is authorized and directed, subject to the terms of the Bond Purchase Agreement as executed, to execute a final Official Statement in substantially the form of the Preliminary Official Statement with such changes, additions or deletions as they deem appropriate to reflect the final terms of the Bonds, the Indenture and other matters. The Village hereby ratifies, confirms and approves the use and distribution by the Underwriter of the Preliminary Official Statement prior to the availability of the final Official Statement.

Section 4. Bond Terms. The Bonds shall be issued as provided in the Indenture and shall be issued in the aggregate principal amount not to exceed \$21,600,000, shall be dated their date of issuance, shall mature (not later than March 1, 2033), shall bear a net interest cost of not to exceed five percent (5.00%), and shall be subject to redemption at the times and prices, all as set forth in the Indenture, and shall be sold to the Underwriter at an aggregate purchase price of not less than 97.00% of the principal amount of the Bonds, all as set forth in the Bond Order and the Bond Purchase Agreement. The execution and delivery of the Indenture, the Bond Purchase Agreement and the Bond Order by any of the Authorized Officers (as defined in the Indenture) and the Village Clerk shall evidence their approval of the terms of the Bonds.

Section 5. Execution and Delivery of Bonds. The Village President and the Village Clerk are authorized and directed to execute and deliver the Bonds and, together with other Authorized Officers, to take all necessary action with respect to the issuance, sale and delivery of the Bonds, all in accordance with the terms and procedures specified in this Ordinance and the Indenture. The Bonds shall be delivered to the Trustee who is directed to authenticate the Bonds and deliver the Bonds to the Underwriter upon receipt of the purchase price for the Bonds.

The Bonds shall be in substantially the form set forth in the Indenture. Each Bond shall be executed by the manual or facsimile signature of the Village President and the manual or facsimile signature of the Village Clerk and shall have the corporate seal of the Village affixed to it (or a facsimile of that seal printed on it). The Village President and the Village Clerk (if they have not already done so) are authorized and directed to file with the Illinois Secretary of State their manual signatures certified by them pursuant to the Uniform Facsimile Signatures of Public Officials Act, as amended, which shall authorize the use of their facsimile signatures to execute the Bonds. Each Bond so executed shall be as effective as if manually executed. In case any officer of the Village whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such officer before authentication and delivery of any of the Bonds, that signature or facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery.

No Bond shall be valid for any purpose unless and until a certificate of authentication on that Bond substantially in the form set forth in the bond form in the Indenture shall have been duly executed by the Trustee. Execution of that certificate upon any Bond shall be conclusive evidence that the Bond has been authenticated and delivered under this Ordinance.

Section 6. Bonds are Limited Obligations; Levy of Special Taxes; Pledge. The Bonds shall constitute limited obligations of the Village, payable from the Special Taxes (as defined below) to be levied on all taxable real property within the Special Service Areas as provided below. The Bonds shall not constitute a general obligation of the Village and neither the full faith and credit nor the unlimited taxing power of the Village shall be pledged as security for payment of the Bonds.

There are hereby levied Special Taxes upon all taxable real property within the Special Service Areas in accordance with the Special Tax Reports (as defined below) sufficient to pay and discharge the principal of and interest on the Bonds at maturity or mandatory sinking fund redemption dates and to pay interest on the Bonds for each year at the interest rates set forth in Section 2.4 of the Indenture and to pay for the Administrative Expenses (as defined in the

Indenture) of the Village and Lake County, if any, for each year and to fund and replenish the Special Reserve Fund created and established pursuant to the Indenture to an amount equal to the Special Reserve Fund Requirement, and to fund and replenish the Reserve Fund created and established pursuant to the Indenture to an amount equal to the Reserve Requirement (as defined in the Indenture) from 2016 in the amounts for each year not to exceed \$2,442,000 for any year commencing not before 2016 (collectable in 2017) and ending not later than 2031 (collectable in 2032) as provided in the Bond Order (the “Special Taxes”).

Pursuant to the Special Tax Rolls established by the (i) Lakewood Grove Special Service Area Number One Rate and Method of Levying Special Taxes, (ii) Lakewood Grove Special Service Area Number Three Special Tax Roll and Report and (iii) Lakewood Grove Special Service Area Number Four Special Tax Roll and Report, (Collectively, (i), (ii) and (iii) are the “Special Tax Reports”), prepared for the Special Service Areas, the Special Taxes shall be divided among all taxable real property within the Special Service Areas in accordance with the terms of the Establishing Ordinances and the Special Tax Reports. It shall be the duty of the Village, and the Village hereby covenants, annually on or before the last Tuesday of December for each of the years 2016 through 2031 to calculate or cause the Consultant appointed pursuant to the Indenture to calculate the projected Special Tax Requirements (as defined in the Indenture); to adopt an ordinance approving the amount of the Special Tax Requirements; and shall by ordinance direct the County Clerk of Lake County to extend the Special Taxes for collection on the tax books against all of the taxable real property within each Special Service Area in accordance with the Special Tax Reports and in connection with other taxes levied in each of such years for general village purposes. The Special Taxes shall be computed, extended and collected in accordance with the Special Tax Reports, and divided among the taxable real property within the Special Service Areas in accordance with the terms of the Establishing Ordinances and the Special Tax Reports. The Special Taxes levied by this Ordinance shall be abated each year to the extent the taxes levied pursuant to this Ordinance exceed the Special Tax Requirements as calculated by the Village pursuant to the Establishing Ordinances and the Special Tax Reports. On or before the last Tuesday of January for each of the years 2017 through 2032 the Village shall notify the Trustee and the Bond Insurer of the amount of the Special Taxes Requirements and the amount of the Special Taxes to be abated. The Village shall take all actions which shall be necessary to provide for the levy, extension, collection and application of the taxes levied by this Ordinance, including enforcement, of such taxes as provided by law, but only as set forth in Section 7(a) below.

The Special Taxes levied as provided above shall be deposited in the Bond and Interest Fund created pursuant to the Indenture and are appropriated to and are irrevocably pledged to and shall be used only for the purposes set forth in the Indenture.

Section 7. Special Covenants. The Village covenants with the holders of the Bonds from time to time outstanding and the Bond Insurer, if any, that it (i) will take all actions which are necessary to be taken (and avoid any actions which it is necessary to avoid being taken) so that interest on the Bonds and the Prior Bonds will not be or become included in gross income for federal income tax purposes under existing law, including without limitation the Internal Revenue Code of 1986, as amended (the “Code”); (ii) will take all actions reasonably within its power to take which are necessary to be taken (and avoid taking any actions which are reasonably within its power to avoid taking and which are necessary to avoid) so that the interest

on the Bonds and the Prior Bonds will not be or become included in gross income for federal income tax purposes under the federal income tax laws as in effect from time to time; and (iii) will take no action or permit any action in the investment of the proceeds of the Bonds or the Prior Bonds, amounts held under the Indenture or any other funds of the Village which would result in making interest on the Bonds or the Prior Bonds subject to federal income taxes by reason of causing the Bonds or the Prior Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code, or direct or permit any action inconsistent with the regulations under the Code as promulgated and as amended from time to time and as applicable to the Bonds or the Prior Bonds.

The Village further covenants with the holders of the Bonds from time to time outstanding and the Bond Insurer that:

a. it will take all actions, if any, which shall be necessary in order further to provide for the levy, extension, collection and application of the Special Taxes imposed by or pursuant to this Ordinance or the Establishing Ordinances, including enforcement of the Special Taxes by providing the County with such information as is deemed necessary to enable it to include the property subject to the delinquent tax in the County Collector’s annual tax sale and in the event the tax lien is forfeited at such tax sale by instituting foreclosure proceedings all in the manner provided by law; provided, however, that the obligation to institute any foreclosure action against any taxpayer other than a taxpayer owning more than 5% of the total property within the Special Service Areas shall only arise in the event (i) the amounts on deposit in the Reserve Fund created by the Indenture are less than the Reserve Requirement (as defined in the Indenture); (ii) the aggregate amount of delinquent Special Taxes shall be at least \$25,000; (iii) sufficient amounts are on deposit in the Administrative Expense Fund to pay the estimated costs of the Village and its attorneys in connection with such foreclosure proceedings or a reasonable provision for said costs has been set aside, as agreed upon between the Village and the Trustee; and (iv) the Village makes the determination that the proceeds from each foreclosure action have a commercially reasonable expectation of exceeding the costs thereof;

b. it will not take any action which would reduce the size of the Special Service Areas or adversely affect the levy, extension, collection and application of the Special Taxes, except to abate the Special Taxes to the extent permitted by each applicable Special Tax Report and as provided in this Ordinance and to release parcels subject to the Special Taxes to the extent a prepayment of the Special Taxes for such parcel has been prepaid; and

c. it will comply with all present and future laws concerning the levy, extension and collection of the Special Taxes; in each case so that the Village shall be able to pay the principal of and interest on the Bonds as they come due and replenish the Special Reserve Fund to the Special Reserve Fund Requirement and the Reserve Fund to the Reserve Requirement, and it will take all actions necessary to assure the timely collection of the Special Taxes, including without limitation, the enforcement of any delinquent Special Taxes as described in paragraph (a) above, in the manner provided by law.

Promptly following the date of issuance of the Bonds, the Village shall file an abatement ordinance abating the Special Taxes levied pursuant to the bond ordinances for the Prior Bonds (the “Prior Bond Ordinances”) for levy years 2016 through 2031. The Village hereby agrees to deposit with the Trustee for the Bonds any amounts collected from the 2016 levy of Special Taxes pursuant to the Prior Bond Ordinances for deposit in the Bond and Interest Fund.

Section 8. Additional Authority. The Village President, the Village Clerk and the other officers of the Village are authorized to execute and deliver on behalf of the Village such other documents, agreements and certificates and to do such other things consistent with the terms of this Ordinance as such officers and employees shall deem necessary or appropriate in order to effectuate the intent and purposes of this Ordinance, including without limitation to make any representations and certifications they deem proper pertaining to the use of the proceeds of the Bonds in order to establish that the Bonds and the Prior Bonds shall not constitute arbitrage bonds as defined in Section 7 above.

Section 9. Transfer of Funds; Defeasance of Prior Bonds. All amounts on deposit in the funds and accounts created for the Prior Bonds shall be transferred to the Escrow Accounts created pursuant to the Escrow Agreements and applied to refund the Prior Bonds or with respect to the Bond and Interest Fund or Reserve Fund, may be transferred to the Bond and Interest Fund or the Reserve Fund created for the Bonds to the extent not needed to fund the Escrow Account as further provided in the Bond Order.

The Prior Bonds shall be called for redemption in whole on March 1, 2017 at a price equal to the principal amount thereof, plus accrued interest to the redemption date, in accordance with each Prior Bond Ordinance. Such redemption shall be conducted in accordance with the provisions of each applicable Trust Indenture of the Village pursuant to which the Prior Bonds were authorized (the “Prior Indentures”) and the Escrow Agreements.

The appropriate officers of the Village and the Escrow Agent are hereby authorized and directed to invest funds on deposit in the Escrow Accounts as defined in the Escrow Agreements including bonds, notes, certificates of indebtedness, treasury bills, or other securities of the United States of America or which are guaranteed by the full faith and credit of the United States of America as to principal and interest, including, without limitation United States Treasury Securities - State and Local Government Series. The Village President is hereby authorized to execute the Escrow Agreements with Amalgamated Bank of Chicago, Chicago, Illinois, as Escrow Agent for the Prior Bonds to provide for the defeasance and redemption of the Prior Bonds.

Section 10. Filing of Ordinance. The Village Clerk is directed to file a certified copy of this Ordinance, and accurate maps of the Special Service Areas, with the County Clerk of Lake County.

Section 11. Severability. If any section, paragraph, clause or provision of this Ordinance (including any section, paragraph, clause or provision of any exhibit to this Ordinance) shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other sections, paragraphs, clauses or provisions of this Ordinance (or of any of the exhibits to this Ordinance).

Section 12. Repealer; Effect of Ordinance. All ordinances, resolutions and orders or parts of ordinances, resolutions and orders in conflict with this Ordinance are repealed to the extent of such conflict. The Village Clerk shall cause this Ordinance to be published in pamphlet form. This Ordinance shall be effective upon its passage and publication as provided by law.

PASSED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ROUND LAKE, LAKE COUNTY, ILLINOIS this 7th day of November 2016.

VOTING AYE: \_\_\_\_\_

VOTING NAY: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAINED: \_\_\_\_\_

NOT VOTING: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Daniel A. MacGillis, Village President

ATTEST:

\_\_\_\_\_  
Patricia C. Blauvelt, Village Clerk

## EXHIBIT A

### Lakewood Grove Special Service Area No. One

#### Legal Description

The West Half of Lot 1 of the Northeast Quarter of Section 5, the West Half of the Southeast Quarter of Section 5, the Southwest Quarter of Section 5, also the Northeast Quarter of the Northwest Quarter of Section 8 (except that part of said Section 5 and Section 8 lying westerly and southerly of a line described as follows: Beginning at the South Quarter corner of said Section 5, also being the North Quarter corner of said Section 8; thence South 89 degrees 44 minutes 04 seconds West, along an assumed bearing, being the south line of said Section 5, also being the north line of said Northeast Quarter of the Northwest Quarter of Section 8, a distance of 575.78 feet to the boundary line of a tract of land conveyed to Paul B. Hertel from John J. Hertel and Laura M. Hertel by Deed recorded July 8, 1954 as Document No. 829704; thence South 11 degrees 20 minutes 49 seconds West along the last described line, 144.15 feet to the north line of State Route 60, being 40.00 feet north of and parallel with the centerline of said State Route 60, according to the plat thereof recorded September 11, 1932 as Document No. 394177; thence Northwesterly 332.24 feet along an arc of a circle, to the left, non-tangent to the last described line, having a radius of 2904.93 feet, whose chord bears North 75 degrees 22 minutes 35 seconds West, 332.06 feet to a point of tangency; thence North 78 degrees 39 minutes 11 seconds East, along said north line, 320.10 feet; thence North 00 degrees 24 minutes 00 seconds West, 883.81 feet to the arc of a circle; thence westerly 128.41 feet along said arc, to the right, non-tangent to the last described line, having a radius 550.00 feet and whose chord bears North 89 degrees 01 minutes 46 seconds West, 128.12 feet to a point of tangency; thence North 82 degrees 20 minutes 28 seconds West, 171.31 feet to the arc of a circle; thence Westerly 237.32 feet along an arc of a circle, to the left, tangent to the last described line, having a radius of 1955.00 feet and whose chord bears North 85 degrees 49 minutes 07 seconds West, 237.17 feet point of compound curvature; thence Southwesterly 79.74 feet along said arc, to the left, tangent to the last described curve, having a radius of 50.00 feet and whose chord bears South 45 degrees 01 minutes 06 seconds West, 71.55 feet to a line being 820 feet east of and parallel with the west line of said Section 5; thence North 00 degrees 40 minutes 02 seconds West, along the last described line, 1770.77 feet to a point on the north line of the aforementioned Southwest Quarter of Section 5, being South 89 degrees 37 minutes 07 seconds West of the Center of said Section 5, 1745.27 feet distant and thereby terminating;

Also except that part of said West Half of the Southeast Quarter and said Southwest Quarter of Section 5, lying easterly and southerly of a line described as follows: Beginning at the South Quarter Corner of said Section 5; thence South 89 degrees 44 minutes 04 seconds West along an assumed bearing, being the south line of Section 5, a distance of 55.86 feet to a Point of Beginning of the line herein described; thence North 07 degrees 37 minutes 54 seconds West, 379.32 feet; thence North 01 degrees 45 minutes 37 seconds West, 685.72 feet; thence North 19 degrees 03 minutes 52 seconds West, 134.87 feet; thence South 80 degrees 53 minutes 50 seconds East, 540.86 feet; thence North 72, degrees 30 minutes 43 seconds East, 654.42 feet; thence North 45 degrees 56 minutes 34 seconds East 337.85 feet to a point on the east line of the aforementioned Northwest Quarter of the Southeast Quarter of Section 5, being North 01 degrees

47 minutes 13 seconds West, of the Southeast Quarter of said Section 5, 1518.03 feet distant and thereby terminating;

Also except that part of said West Half of the Southeast Quarter of Section 5, described as follows: Commencing at the South Quarter Corner of said Section 5; thence South 89 degrees 44 minutes 04 seconds West along an assumed bearing, being the south line of Section 5, a distance of 55.86 feet; thence North 07 degrees 37 minutes 54 seconds West, 379.32 feet; thence North 01 degrees 45 minutes 37 seconds West, 685.72 feet; thence North 19 degrees 03 minutes 52 seconds West, 134.87 feet; thence North 63 degrees 02 minutes 34 seconds West, 430.68 feet to a Point of Beginning; thence South 26 degrees 57 minutes 26 seconds West, 125.00 feet; thence North 63 degrees 02 minutes 34 seconds West, 254.05 feet; thence North 26 degrees 57 minutes 26 seconds East, 14.19 feet to the arc of a circle; thence Northeasterly 457.80 feet along said arc, to the right, tangent to the last described line, having a radius of 797.00 feet and whose chord bears North 43 degrees 24 minutes 45 seconds East, 451.53 feet; thence South 26 degrees 22 minutes 55 seconds East, 253.23 feet; thence South 69 degrees 51 minutes 19 seconds West, 113.10 feet; thence South 26 degrees 57 minutes 26 seconds West, 88.18 feet to the Point of Beginning); all in Township 44 North, Range 10 East of the Third Principal Meridian, in Lake County, Illinois.

### **Lakewood Grove Special Service Area No. Three**

#### **Legal Description**

That part of the Southwest Quarter Of Section 5, Township 44 North, Range 10 East of the Third Principal Meridian, which lies 60.00 feet southwesterly of and parallel with the centerline south of State Route No. 60 (McHenry Road, so-called), according to the Plat Of Dedication for Public Highway recorded September 11, 1933 as Document No. 394176, also the North Half of the Northwest Quarter of Section 8, Township 44 North, Range 10 East of the Third Principal Meridian, which lies 60.00 feet southwesterly of and parallel with the centerline south of said State Route No. 60 (McHenry Road, so-called) and lying northwesterly of northerly line of the land conveyed to the Commonwealth Edison Company by Document No. 1093026, all in Lake County, Illinois.

Containing 2,069,786 sq. ft. (47.516 sc.) of land, more or less.

### **Lakewood Grove Special Service Area No. Four**

#### **Legal Description**

That part of the Northeast Quarter of Section 8, Township 44 North, Range 10 East of the Third Principal Meridian, lying south of the State Route 60 (McHenry Road, so-called), according to the Plat Of Dedication for Public Highway recorded September 11, 1933 as Document No. 394176 and 394177, further described as being south of the following described line: Commencing at the Southwest Corner of said Northeast Quarter; thence North 00 degrees 15 minutes 55 seconds East, along the west line thereof, 587.43 feet to the point of beginning; thence North 60 degrees 06 minutes 27 seconds East, 592.47 feet; thence North 85 degrees 47 minutes 19 seconds East, 120.83 feet; thence South 75 degrees 22 minutes 18 seconds East, 119.52 feet; thence South 61 degrees 55 minutes 20 seconds East, 99.71 feet; thence South 60

degrees 37 minutes 14 seconds East, 178.00 feet; thence South 68 degrees 40 minutes 27 seconds East, 77.72 feet; thence South 81 degrees 24 minutes 53 seconds East, 77.88 feet; thence South 88 degrees 20 minutes 50 seconds East, 578.48 feet; thence South 72 degrees 00 minutes 23 seconds East, 35.17 feet; thence South 76 degrees 26 minutes 47 seconds East, 36.67 feet to a point on a curve; thence northeasterly 197.35 feet along said curve, to the right, non-tangent to the last described line, having a radius of 450.00 feet, whose chord bears North 20 degrees 47 minutes 18 seconds East, 195.77 feet to a point of tangency; thence North 33 degrees 21 minutes 15 seconds East, 74.20 feet to a point on a curve being 60.00 feet southwesterly of and parallel with the centerline of said Route 60; thence southeasterly 100.00 feet along said curve, to the right, non-tangent to the last described line, having a radius of 8125.16 feet, whose chord bears South 56 degrees 38 minutes 45 seconds East, 100.00 feet; thence South 33 degrees 21 minutes 15 seconds West, 88.00 feet to a point of curvature; thence Southwesterly 50.33 feet along a curve to the right, tangent to the last described line, having a radius of 450.00 feet, whose chord bears South 30 degrees 09 minutes 00 seconds West, 50.30 feet; thence South 83 degrees 00 minutes 51 seconds East, 192.36 feet, thence South 76 degrees 12 minutes 21 seconds East, 135.26 feet to the aforementioned curve being 60.00 feet southwesterly of and parallel with the centerline of Route 60; thence southeasterly 408.77 feet along said curve, to the right, non-tangent to the last described line, having a radius of 8125.16 feet, whose chord bears South 52 degrees 43 minutes 02 seconds East, 408.73 feet to the east line of the Northeast Quarter of said Section 8, and thereby terminating, in Lake County, Illinois.

ALSO:

The Southeast Quarter of Section 8, Township 44 North, Range 10, East of the Third Principal Meridian, excluding therefrom the following described property: that part of the Southeast Quarter of Section 8, Township 44 North, Range 10, East of the Third Principal Meridian lying south of a line being 33 north of and parallel with the centerline of Chardon Road described as follows: beginning at the Southeast corner of said Southeast Quarter of Section 8; thence North 89 degrees 22 minutes 28 seconds West along the South line of said Southeast Quarter, 2,563.60 feet to the Southwest corner of said Southeast Quarter, thence North 00 degrees 15 minutes 55 seconds East along the West line of said Southeast Quarter, 1,757.48 feet to said centerline of Chardon Road; thence South 71 degrees 12 minutes 30 seconds East along said centerline 342.59 feet to a point of curvature; thence easterly 244.91 feet along said curve to the left, having a radius of 346.23 feet, whose chord bears North 88 degrees 31 minutes 40 seconds East, 239.83 feet to a point of tangency; thence North 68 degrees 15 minutes 49 seconds East along said centerline 2,041.74 feet to a point of curvature; thence easterly 105.27 feet along said curve to the right, having a radius of 407.89 feet, whose chord bears North 75 degrees 39 minutes 27 seconds East, 104.98 feet to a point on the east line of said Southeast Quarter of Section 8; thence South 00 degrees 10 minutes 03 seconds West along said east line, 2,407.42 feet to the point of beginning, all in Lake County, Illinois.

Containing 3,573,016 sq. ft. (82.025 ac.) of land, more or less.

**EXHIBIT B**  
**Form of Trust Indenture**

**EXHIBIT C**

**Bond Purchase Agreement**

**EXHIBIT D**

**Preliminary Official Statement**

**EXHIBIT E**

**Continuing Disclosure Agreement**

**EXHIBIT F**

**Agreement for Administrative Services**

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF LAKE        )

CERTIFICATE OF ORDINANCE AND PUBLICATION IN PAMPHLET FORM

I, Patricia C. Blauvelt, do hereby certify that I am the duly elected, qualified, and acting Village Clerk for the Village of Round Lake, Lake County, Illinois.

I further certify that this is a true and correct copy and that on November 7, 2016, the Corporate Authorities of this municipality passed and approved Ordinance No. \_\_\_\_\_ entitled:

**AN ORDINANCE PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$21,600,000 VILLAGE OF ROUND LAKE, LAKE COUNTY, ILLINOIS, LAKEWOOD GROVE SPECIAL SERVICE AREAS NUMBERS ONE, THREE AND FOUR SPECIAL TAX REFUNDING BONDS, SERIES 2016, AND PROVIDING FOR THE LEVY OF A DIRECT ANNUAL TAX ON TAXABLE PROPERTY IN SUCH SPECIAL SERVICE AREAS FOR THE PAYMENT OF PRINCIPAL AND INTEREST ON SUCH BONDS**

which provided by its terms that it should be published in pamphlet form.

I do further certify that said Ordinance No. \_\_\_\_\_ is on file in my office and that I am the custodian of all records, ordinances, and resolutions of said Village.

In WITNESS WHEREOF, I have hereunto set my hand this 7th day of November, 2016.

\_\_\_\_\_  
Patricia C. Blauvelt  
Village Clerk

(SEAL)

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF LAKE        )

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of Lake County, Illinois, and as such official I do further certify that on the \_\_\_\_ day of \_\_\_\_\_, 2016, there was filed in my office a duly certified copy of an ordinance entitled:

**AN ORDINANCE PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$21,600,000 VILLAGE OF ROUND LAKE, LAKE COUNTY, ILLINOIS, LAKEWOOD GROVE SPECIAL SERVICE AREAS NUMBERS ONE, THREE AND FOUR SPECIAL TAX REFUNDING BONDS, SERIES 2016, AND PROVIDING FOR THE LEVY OF A DIRECT ANNUAL TAX ON TAXABLE PROPERTY IN SUCH SPECIAL SERVICE AREAS FOR THE PAYMENT OF PRINCIPAL AND INTEREST ON SUCH BONDS**

duly adopted by the Board of Trustees of the Village of Round Lake, Lake County, Illinois, on the 7th day of November, 2016, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
County Clerk of Lake County, Illinois

(SEAL)

**STATE OF ILLINOIS**     )  
  ) **SS**  
**COUNTY OF LAKE**         )

CERTIFICATE OF MINUTES

I, Patricia C. Blauvelt, do hereby certify that I am the duly elected, qualified, and acting Village Clerk for the Village of Round Lake, Lake County, Illinois.

I further certify that this is a true and correct copy of the minutes of November 7, 2016, and that the Corporate Authorities of this municipality passed and approved the minutes of November 7, 2016, on \_\_\_\_\_, 2016.

I do further certify that said minutes of November 7, 2016, are on file in my office and that I am the custodian of all records, ordinances, and resolutions of said Village.

In WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_ 2016.

---

Patricia C. Blauvelt  
Village Clerk

(SEAL)

MINUTES  
VILLAGE OF ROUND LAKE  
REGULAR BOARD MEETING  
November 7, 2016  
442 N. Cedar Lake Road  
Council Chambers  
7:00 P.M.

---

**TRUST INDENTURE**

between

**VILLAGE OF ROUND LAKE, ILLINOIS**

and

**AMALGAMATED BANK OF CHICAGO,  
as Trustee**

**Dated as of December 1, 2016**

\$\_\_\_\_\_

**VILLAGE OF ROUND LAKE,  
LAKE COUNTY, ILLINOIS  
LAKEWOOD GROVE SPECIAL SERVICE AREAS NUMBERS ONE, THREE AND  
FOUR SPECIAL TAX REFUNDING BONDS, SERIES 2016**

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## EXHIBITS

Exhibit A	Legal Descriptions of Special Service Areas
Exhibit B	Form of Series 2016 Bond
Exhibit C	Form of Satisfaction of Tax Lien
Exhibit D	Form of Continuing Disclosure Agreement
Exhibit E	Calculation of the Reserve Fund Credit

## TRUST INDENTURE

THIS TRUST INDENTURE (the “Indenture”) is made and entered into as of December 1, 2016, by and between the Village of Round Lake, Illinois, a municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of Illinois (the “Village”), and Amalgamated Bank of Chicago, as Trustee (the “Trustee”).

### WITNESSETH:

WHEREAS, the Village previously established three special service areas (the “Special Service Areas”) pursuant to three establishing ordinances (the “Establishing Ordinances”), as follows: (i) Lakewood Grove Special Service Area Number One, pursuant to Ordinance No. 02-O-37 adopted on October 21, 2002; (ii) Lakewood Grove Special Service Area Number Three, pursuant to Ordinance No. 03-O-28 adopted on September 2, 2003; and (iii) Lakewood Grove Special Service Area Number Four, pursuant to Ordinance No. 03-O-30 adopted on September 2, 2003 (see legal descriptions attached as Exhibit A to this Indenture); and

WHEREAS, pursuant to three bond ordinances (the “2003 Bond Ordinances”) and pursuant to the Special Service Area Tax Law, 35 ILCS 200/27-5 et seq. (the “Special Service Area Act”) it was determined necessary and in the best interests of the Village to issue three series of special service area special tax bonds (the “Series 2003 Bonds”) as follows: (i) pursuant to Ordinance No. 02-O-38 adopted on October 21, 2002 and a Determination executed on January 15, 2003 pursuant thereto, \$12,600,000 principal amount of its Lakewood Grove Special Service Area Number One Special Tax Bonds, Series 2003 (the “Series 2003 SSA No. 1 Bonds”); (ii) pursuant to Ordinance No. 03-O-29 adopted on September 2, 2003 and a Determination executed on September 25, 2003 pursuant thereto, \$3,570,000 principal amount of its Lakewood Grove Special Service Area Number Three Special Tax Bonds, Series 2003 (the “Series 2003 SSA No. 3 Bonds”); and (iii) pursuant to Ordinance No. 03-O-31 adopted on September 2, 2003 and a Determination executed on September 25, 2003 pursuant thereto, \$5,040,000 principal amount of its Lakewood Grove Special Service Area Number Four Special Tax Bonds, Series 2003 (the “Series 2003 SSA No. 4 Bonds”). The Village issued the Series 2003 Bonds to pay or provide funds for a portion of the costs of the Special Services (defined below); and

WHEREAS, it was determined to be in the best interests of the Village to advance refund the Series 2003 Bonds; and

WHEREAS, pursuant to three bond ordinances (the “Prior Bond Ordinances”) and pursuant to the Special Service Area Act, it was determined in the best interests of the Village to issue three series of special service area special tax refunding bonds (the “Series 2007 Bonds”) as follows: (i) pursuant to Ordinance No. 07-O-08 adopted on March 5, 2007, as amended by Ordinance No. 07-O-17 adopted on March 19, 2007, \$13,000,000 principal amount of its Lakewood Grove Special Service Area Number One Special Tax Refunding Bonds, Series 2007 (the “2007 SSA No. 1 Bonds”), of which \$11,396,000 remains outstanding; pursuant to Ordinance No. 07-O-09 adopted on March 5, 2007, as amended by Ordinance No. 07-O-18 adopted on March 19, 2007, \$4,040,000 principal amount of its Lakewood Grove Special Service Area Number Three Special Tax Refunding Bonds, Series 2007 (the “2007 SSA No. 3

Bonds”), of which \$3,381,000 remains outstanding; and pursuant to Ordinance No. 07-O-10 adopted on March 5, 2007, as amended by Ordinance No. 07-O-19 adopted on March 19, 2007, \$5,750,000 principal amount of its Lakewood Grove Special Service Area Number Four Special Tax Refunding Bonds, Series 2007 (the “2007 SSA No. 4 Bonds”), of which \$4,841,000 remains outstanding. The Village issued the Series 2007 Bonds to advance refund a portion of the Series 2003 Bonds and pay costs related to the issuance of the Series 2007 Bonds; and

WHEREAS, pursuant to Ordinance No. \_\_\_\_\_ adopted on October \_\_, 2016, including a Bond Order dated as of \_\_\_\_\_, 2016 (the “Bond Order”) executed pursuant thereto (collectively, such ordinance and Bond Order are hereinafter referred to as the “Bond Ordinance”) and pursuant to the Special Service Area Act, it was determined in the best interests of the Village to issue a principal amount not to exceed \$\_\_\_\_\_ of the Village of Round Lake Lakewood Grove Special Service Areas Numbers One, Three and Four Special Tax Refunding Bonds, Series 2016 (the “Series 2016 Bonds”) for the purpose of providing the funds needed to current refund a portion of the Series 2007 Bonds, to fund certain reserves and to pay costs of issuance of the Series 2016 Bonds and the refunding of the Series 2007 Bonds; and

WHEREAS, the Bond Ordinance authorized the President and Village Clerk to establish certain specific terms of the Series 2016 Bonds by executing and delivering the Bond Order; and

WHEREAS, pursuant to the terms so established the Village will issue \$\_\_\_\_\_ principal amount of Series 2016 Bonds upon the terms specified in this Indenture; and

WHEREAS, it is in the public interest and for the benefit of the Village, the Special Service Areas and the owners of the Series 2016 Bonds that the Village enter into this Indenture to provide for the issuance of the Series 2016 Bonds, the disbursement of proceeds of the Series 2016 Bonds, the deposit of the special taxes levied pursuant to the Bond Ordinance securing the Bonds, and the administration and payment of the Series 2016 Bonds; and

WHEREAS, all things necessary to cause the Series 2016 Bonds, when executed by the Village and issued as provided in the Special Service Area Act, the Local Government Debt Reform Act (as defined below), the Bond Ordinance and this Indenture, to be legal, valid and binding and special obligations of the Village in accordance with their terms, and all things necessary to cause the creation, authorization, execution and delivery of this Indenture and the creation, authorization, execution and issuance of the Series 2016 Bonds, subject to the terms of this Indenture, have in all respects been duly authorized;

**NOW, THEREFORE, THIS INDENTURE OF TRUST WITNESSETH:**

**GRANTING CLAUSES**

That the Village in consideration of the premises, the acceptance by the Trustee of the trusts created hereby and the purchase and acceptance of the Series 2016 Bonds by the owners thereof, and of the sum of one dollar, lawful money of the United States of America, to it duly paid by the Trustee at or before the execution and delivery of these presents, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in order to secure the payment of the principal of, premium, if any, and interest on the Series 2016 Bonds according to their tenor and effect, and to secure the performance and observance by the

Village of all the covenants expressed or implied herein and in the Series 2016 Bonds, does hereby pledge and assign, and grant a first lien and security interest in, the following (collectively, the "Trust Estate") to Amalgamated Bank of Chicago, Chicago, Illinois, as Trustee, and its successors in trust and assigns forever, for the securing of the performance of the obligations of the Village hereinafter set forth;

### **GRANTING CLAUSE FIRST**

All right, title and interest of the Village in and to the Special Taxes and any monies held under this Indenture by the Trustee, including the proceeds of the Series 2016 Bonds and the interest, profits and other income derived from the investment thereof other than amounts held by the Trustee in the Administrative Expense Fund and the Rebate Fund;

### **GRANTING CLAUSE SECOND**

All funds, monies, property and security and any and all other rights and interests in property whether tangible or intangible from time to time hereafter by delivery or by writing of any kind, conveyed, mortgaged, pledged, assigned or transferred as and for additional security hereunder for the Series 2016 Bonds by the Village or by anyone on its behalf or with its written consent including without limitation the Bond Insurance Policy and the proceeds paid thereunder, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof;

TO HAVE AND TO HOLD, all and singular the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its respective successors in said trust and assigns forever;

IN TRUST NEVERTHELESS, upon the terms and trust herein set forth for the equal and proportionate benefit, security and protection of all present and future owners of the Series 2016 Bonds from time to time issued under and secured by this Indenture without privilege, priority or distinction as to the lien or otherwise of any of the Series 2016 Bonds over any of the other Series 2016 Bonds (except as otherwise provided herein);

PROVIDED, HOWEVER, that if the Village, its successors or assigns, shall pay, or cause to be paid, the principal of, premium, if any, and interest on the Series 2016 Bonds due or to become due thereon, at the times and in the manner mentioned in the Series 2016 Bonds according to the true intent and meaning thereof, and shall cause the payments to be made on the Series 2016 Bonds as required under this Indenture, or shall provide, as permitted hereby, for the payment thereof pursuant to Article XII hereof and shall cause to be kept, performed and observed all of its covenants and conditions required to be kept, performed, and observed pursuant to the terms of this Indenture, and shall pay or cause to be paid all sums of money due or to become due in accordance with the terms and provisions hereof, then upon the final payment or upon the defeasance thereof, this Indenture and the rights hereby granted shall cease, determine and be void; otherwise this Indenture is to be and remain in full force and effect.

THIS INDENTURE OF TRUST FURTHER WITNESSETH, and it is expressly declared, that all Series 2016 Bonds issued and secured hereunder are to be issued, authenticated and delivered and all said property, rights and interests, and amounts hereby assigned and

pledged are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as herein expressed, and the Village has agreed and covenanted, and does hereby agree and covenant with the Trustee and with the respective owners of the Series 2016 Bonds as follows:

## **ARTICLE I**

### **STATUTORY AUTHORITY AND DEFINITIONS**

Section 1.1. Authority for this Indenture. This Indenture is entered into pursuant to the powers of the Village pursuant to Part 6 of Section 7 of Article VII of the 1970 Constitution of the State of Illinois and pursuant to the respective provisions of the Special Service Area Act, the Local Government Debt Reform Act and the Bond Ordinance.

Section 1.2. Agreement for Benefit of Owners of the Series 2016 Bonds. The provisions, covenants and agreements to be performed by or on behalf of the Village under this Indenture shall be for the equal benefit, protection and security of the Bondholders except as otherwise expressly provided herein. All of the Series 2016 Bonds, without regard to the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Series 2016 Bonds over any other of the Series 2016 Bonds, except as expressly provided in or permitted by this Indenture. The Trustee may become the owner of any of the Series 2016 Bonds in its own or any other capacity with the same rights it would have if it were not the Trustee.

Section 1.3. Definitions. Unless the context otherwise requires, the terms defined in this Section 1.3 shall, for all purposes of the Indenture, of any Supplemental Indenture, and of any certificate, opinion or other document mentioned in this Indenture, have the meanings specified below. All references in this Indenture to “Articles,” “Sections” and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Indenture, and the words “herein,” “hereof,” “hereunder” and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or subdivision of this Indenture.

“Administrative Expenses” means the following actual or reasonably estimated costs permitted in accordance with the Special Service Area Act and directly related to the administration of the Special Service Areas and the Series 2016 Bonds as determined by the Village or the Consultant on its behalf: including but not limited to the costs of computing the Special Taxes and of preparing the annual Special Taxes collection schedules; the costs of collecting the Special Taxes (whether by the Village, the County or otherwise), the costs of remitting the Special Taxes to the Trustee; the costs of the Trustee and any fiscal agent (including its legal counsel) in the discharge of the duties required of it under this Indenture or any trustee or fiscal agent agreement; the fees and expenses of the Bond Insurer required to be paid by the Village to the Bond Insurer pursuant to the provisions of Section 6.3 of this Indenture; the fees of any rating agency providing a rating on the Series 2016 Bonds; the costs of the Rebate Consultant; the costs of the Village or its designee in complying with disclosure requirements of applicable federal and state securities laws and of the Special Service Area Act, including, but not limited to, public inquiries regarding the Special Tax; the costs associated with the release of funds from any escrow account, any termination payments owed by the Village in

connection with any guaranteed investment contracts, forward purchase agreements or other investment of funds held under the Indenture; and amounts advanced by the Village for any other administrative purposes of the Special Service Areas, including the costs of prepayment of annual Special Tax, recordings related to the prepayment, discharge or satisfaction of Special Tax; the costs of commencing foreclosure and pursuing collection of delinquent Special Tax, and the reasonable fees of legal counsel of the Village incurred in connection with the foregoing.

“Administrative Expense Fund” means the fund by that name established pursuant to Section 7.4 of this Indenture.

“Administrative Services Agreement” means the Agreement for Administration Services dated \_\_\_\_\_, 2016 between the Village and the Consultant, as the same may be amended, amended and restated, modified or supplemented from time to time.

“Authorized Denomination” means denominations of \$5,000 and integral multiples of \$1,000 in excess thereof.

“Authorized Newspaper” means a financial newspaper of general circulation in the Borough of Manhattan, City and State of New York (including, at such times as they are published, The New York Times, The Wall Street Journal and The Bond Buyer) which is customarily published at least once a week for at least five (5) days (other than legal holidays) in each calendar week, printed in the English language.

“Authorized Officer” means the Village President, Village Treasurer, Village Administrator or the Village Clerk or any other officer designated as such pursuant to a certificate of the Village President delivered to the Trustee.

“Beneficial Owner” means, when the Series 2016 Bonds are in a book-entry system, any person who acquires a beneficial ownership interest in a Series 2016 Bond held by DTC. For purposes of the Sections of this Indenture requiring notice to or communications with Beneficial Owners (including, without limitation, Section 10.9) the Trustee, the Bond Registrar and the Village shall be entitled to treat as Beneficial Owners only such persons or entities that provide notice of their beneficial ownership of the Series 2016 Bonds in writing to the Trustee and the Village at least three Business Days prior to the date upon which any notice or communication must be given by the Trustee, the Bond Registrar or the Village under this Indenture. Such notice shall be in form together with evidence of beneficial ownership satisfactory to the Trustee, the Bond Registrar and the Village and shall include the name of the Beneficial Owner, the address of the Beneficial Owner (which shall also include a delivery address if a post office box is given) and the principal amount of Series 2016 Bonds in which the Beneficial Owner has a beneficial ownership interest. The Trustee, the Bond Registrar and the Village may rely on any notice so given until such time as it is revoked or amended by subsequent written notice to the Trustee and the Village.

“Bond and Interest Fund” means the fund by that name established pursuant to Section 7.1 of this Indenture.

“Bond Insurance Policy” means the Financial Guaranty Insurance Policy issued by the Bond Insurer insuring the payment of principal and interest on the Series 2016 Bonds.

“Bond Insurer” means \_\_\_\_\_, a corporation organized under the laws of the State of \_\_\_\_\_.

“Bond Registrar” means Amalgamated Bank of Chicago, Chicago, Illinois, and its successors or assigns.

“Bondholder” means the person in whose name such Series 2016 Bond is registered in the bond register maintained by the Bond Registrar.

“Business Day” means any day, other than (i) a Saturday or Sunday or (ii) any day on which the office of the Trustee or the Bond Insurer are closed or (iii) any day on which banking institutions are authorized or required by law, order or governmental decree to be closed in New York City, or in the State of New York.

“Closing Date” means \_\_\_\_\_, 2016, the date of issuance and delivery of the Series 2016 Bonds.

“Code” means the Internal Revenue Code of 1986, as amended.

“Consultant” means David Taussig & Associates, Inc. and its successors and assigns, or any other firm selected by the Village to assist it in administering the Special Service Areas and the extension and collection of Special Taxes pursuant to the Special Tax Report (as defined below).

“Continuing Disclosure Agreement” means the Continuing Disclosure Agreement between the Village and the Dissemination Agent, included therein Continuing Disclosure Post-Issuance Compliance Procedures of the Village, all as set forth in Exhibit D.

“Corporate Authorities” means the President and Board of Trustees of the Village.

“Costs of Issuance Fund” means the fund by that name established pursuant to Section 7.3(b) of this Indenture.

“County” means, Lake County, Illinois.

“Defeasance Securities” means any bond or other obligations, not subject to redemption or prepayment, which, as to both principal and interest, constitute direct obligations of, or the timely payment of which are unconditionally guaranteed by, the United States of America.

“Depository Participant” shall have the meaning given that term in Section 2.10 of this Indenture.

“DTC” means The Depository Trust Company, New York, New York.

“Due for Payment” has the meaning give to that term in the Bond Insurance Policy.

“Escrow Accounts” means the Escrow Accounts related to the Series 2007 Bonds, respectively, created pursuant to the Escrow Agreements.

“Escrow Agreements” means the three Escrow Agreements dated the Closing Date between the Village and Amalgamated Bank of Chicago, Chicago, Illinois, as Escrow Agent for the Series 2007 Bonds, respectively.

“Establishing Ordinances” means Ordinance No. 02-O-37 adopted on October 21, 2002 for Special Service Area No. 1; Ordinance No. 03-O-28 adopted on September 2, 2003 for Special Service Area No. 3; and Ordinance No. 03-O-30 adopted on September 2, 2003 for Special Service Area No. 4.

“Event of Default” shall have the meaning given that term in Section 9.1 of this Indenture.

“Fiscal Agent” has the meaning given to that term in the Bond Insurance Policy.

“Foreclosure Proceeds” means the proceeds of any redemption or sale of property in the Special Service Areas sold as the result of a foreclosure action of the lien of the Special Taxes.

“Government Securities” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of the United States of America and all securities and obligations, the prompt payment of principal of and interest on which is guaranteed by a pledge of the full faith and credit of the United States of America.

“Indenture” means this Trust Indenture dated as of December 1, 2016 between the Village and the Trustee, as amended and supplemented from time to time.

“Indirect Participant” shall have the meaning given that term in Section 2.10 of this Indenture.

“Interest Payment Date” means March 1 and September 1 of each year commencing on March 1, 2017.

“Letter of Representations” means the Blanket Issuer Letter of Representations dated January 29, 1996, from the Village to DTC, as amended from time to time.

“Local Government Debt Reform Act” means the Local Government Debt Reform Act, 30 ILCS §350/1 et seq., as amended.

“Moody’s” means Moody’s Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, and if such corporation shall be dissolved or consolidated or shall no longer perform the functions of a securities rating agency “Moody’s” shall refer to such other nationally recognized securities rating agency designated by the Bond Insurer and the Village to the Trustee “Non Payment” has the meaning given to that term in the Bond Insurance Policy.

“Parcel” shall have the meaning given that term in the Special Tax Reports.

“Penalty” shall have the meaning given that term in Section 8.1(b) of this Indenture.

“Purchase Contract” means the Bond Purchase Agreement dated \_\_\_\_\_, 2016 between the Purchaser and the Village.

“Purchaser” means Bernardi Securities, Inc., Chicago, Illinois.

“Qualified Investments” means, to the extent permitted by then applicable Illinois law, the following:

(i) Government Securities;

(ii) interest bearing certificates of deposit, interest bearing savings accounts, interest bearing time deposits, or other investments constituting direct obligations of any bank as defined by the Illinois Banking Act which are insured by the Federal Deposit Insurance Corporation and which are either (a) U.S. dollar denominated deposit accounts, federal funds, bankers acceptances, and certificates of deposit of any bank whose short term debt obligations are rated “A-1 +” by S&P and “P-1” by Moody’s and maturing no more than 360 calendar days after the date of purchase (holding company ratings are not considered as rating of the bank) or (b) certificates of deposit of any bank, which certificates are fully insured by the Federal Deposit Insurance Corporation (“FDIC”);

(iii) money market mutual funds registered under the Investment Company Act of 1940 as amended invested solely in obligations listed in paragraph (i) above and in agreements to repurchase such obligations and are rated “AAAm” or “AAAm-G” by S&P, including those for which the Trustee or an affiliate performs services for a fee, whether as a custodian, transfer agent, investment advisor or otherwise.

together with such other investments as shall from time to time be lawful for the investment of Village funds and shall be approved by the Bond Insurer; provided that “Qualified Investments” shall not include a financial instrument, commonly known as a “derivative,” whose performance is derived, at least in part, from the performance of any underlying asset, including, without limitation, futures, options on securities, options on futures, forward contracts, swap agreements, structured notes and participations in pools of mortgages or other assets.

“Ratings of Qualified Investments” referred to herein shall be determined at the time of purchase of such Qualified Investments and without regard to ratings subcategories. The Trustee shall have no responsibility to monitor the ratings of Qualified Investments after the initial purchase of such Qualified Investments.

“Rebate Consultant” means an entity selected by the Village expert in the calculation of rebate amounts pursuant to Section 148 of the Code.

“Rebate Fund” means the fund by that name established pursuant to Section 7.5 of this Indenture.

“Rebate Requirement” shall have the meaning given that term in Article VIII of this Indenture.

“Record Date” means the fifteenth day of the month preceding an Interest Payment Date.

“Reserve Fund” means the fund by that name created pursuant to Section 7.2 of this Indenture.

“Reserve Fund Credit” means the credit to be provided upon the prepayment of the Special Tax calculated in accordance with Section H of Exhibit A to the Special Tax Report for Lakewood Grove Special Service Area Number One and (ii) Section A.2 of Exhibit B to the Special Tax Reports for Lakewood Grove Special Service Areas Numbers Three and Four, respectively, as set for in Exhibit E hereto.

“Reserve Fund Credit Instrument” means a noncancelable insurance policy, a noncancelable surety bond or an irrevocable letter of credit which may be delivered to the Trustee in lieu of or in partial substitution for cash or securities required to be on deposit in the Reserve Fund. In the case of an insurance policy or surety bond, the company providing the insurance policy or surety bond shall be an insurer which, at the time of issuance of the insurance policy or surety bond, has been assigned a credit rating which is within one of the two highest ratings accorded insurers by at least two Rating Agencies, without regard to any refinement or gradation of rating category by numerical modifier or otherwise. Letters of credit shall be issued by a banking institution which has, or the parent of which has, or the holding corporation of which it is the principal bank has, at the time of issuance of the letter of credit, a credit rating on its long-term unsecured debt within one of the two highest rating categories from at least two Rating Agencies, without regard to any refinement or gradation of rating category by numerical modifier or otherwise. The insurance policy, surety bond or letter of credit shall grant to the Village the right to receive payment for the purposes for which the Reserve Fund may be used or for deposit in that Fund and shall be irrevocable during its term.

“Reserve Requirement” means the lesser of (i) 10% of the stated principal amount of the Series 2016 Bonds, (ii) the maximum annual principal and interest requirements on the Series 2016 Bonds, or (iii) 125% of the average annual principal and interest requirements on the Series 2016 Bonds, as adjusted for prepayments as set forth in Section 7.1 of this Indenture.

“Responsible Officer” means, when used with respect to the Trustee, any vice president, assistant vice president or other officer of the Trustee within the corporate trust office specified in Section 13.2 (or any successor corporate trust office) customarily performing functions similar to those performed by the persons who at the time shall be such officers, respectively, or to whom any corporate trust matter is referred at the corporate trust office specified in Section 13.2 because of such person’s knowledge of and familiarity with the particular subject and having direct responsibility for the administration of this Indenture.

“S&P” means Standard & Poor’s Global Ratings, a business unit of Standard & Poor’s Financial Services LLC, its successors and assigns, and if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “S&P” shall be deemed to refer to any other nationally-recognized securities rating agency designated by the Bond Insurer and the Village to the Trustee.

“Series 2003 Bonds” means the Village’s (i) Lakewood Grove Special Service Area Number One Special Tax Bonds, Series 2003 in an original aggregate principal amount of \$12,600,000, (ii) Lakewood Grove Special Service Area Number Three Special Tax Bonds,

Series 2003 in an original aggregate principal amount of \$3,570,000 and (iii) Lakewood Grove Special Service Area Number Four Special Tax Bonds, Series 2003 in an original aggregate principal amount of \$5,040,000.

“Series 2007 Bonds” means (i) \$13,000,000 principal amount of the Village’s Lakewood Grove Special Service Area Number One Special Tax Refunding Bonds, Series 2007, of which \$11,396,000 remains outstanding, (ii) \$4,040,000 principal amount of its Lakewood Grove Special Service Area Number Three Special Tax Refunding Bonds, Series 2007, of which \$3,381,000 remains outstanding and (iii) \$5,750,000 principal amount of its Lakewood Grove Special Service Area Number Four Special Tax Refunding Bonds, Series 2007, of which \$4,841,000 remains outstanding.

“Series 2016 Bonds” means the Village’s Lakewood Grove Special Service Areas Numbers One, Three and Four Special Tax Refunding Bonds, Series 2016 in an aggregate principal amount of \$\_\_\_\_\_.

“Special Redemption Account” means the account by that name established pursuant to Section 7.1 of this Indenture.

“Special Reserve Fund” means the fund by that name created pursuant to Section 7.3(a) of this Indenture.

“Special Reserve Fund Credit” means, with respect to each Parcel, the difference between (a) the amount of the principal for such Parcel calculated in accordance with the Special Tax Report and (b) the amount of principal for such Parcel calculated in accordance with the Special Tax Report if the Series 2007 Bonds remained outstanding and the Series 2016 Bonds were not issued, as determined by the Consultant. Such amount shall be credited against the prepayment amount.

“Special Reserve Fund Requirement” means an amount equal to \$\_\_\_\_\_.

“Special Service Areas” means Village of Round Lake Lakewood Grove Special Service Areas Numbers One, Three and Four, described more fully in Exhibit A to this Indenture.

“Special Service Area Act” means the Special Service Area Tax Law, 35 ILCS §200/27-5 et seq., as amended.

“Special Services” means the improvements benefiting the Special Service Areas consisting of engineering, soil testing and appurtenant work, mass grading and demolition, storm water management facilities, storm drainage systems and storm sewers, site clearing and tree removal, public water facilities, sanitary sewer facilities, erosion control measures, roads, streets, curbs, gutters, street lighting, sidewalks and related street improvements, landscaping and tree installation, costs for land and easement acquisitions relating to any of the foregoing improvements, and other eligible costs to serve the Special Service Areas.

“Special Tax Reports” means the (i) Lakewood Grove Special Service Area Number One Special Tax Roll and Report including the Rate and Method of Levying Special Taxes attached thereto as Exhibit A dated October 3, 2002, (ii) Lakewood Grove Special Service Area Number

Three Special Tax Roll and Report dated September 2, 2003 and (iii) Lakewood Grove Special Service Area Number Four Special Tax Roll and Report dated September 2, 2003, each prepared by the Consultant in connection with the Special Service Areas, as amended and supplemented from time to time.

“Special Tax Requirement” has the meaning set forth in the Special Tax Report.

“Special Tax Rolls” means the special tax rolls for the payment of the Series 2016 Bonds established and amended from time to time pursuant to the Special Tax Reports.

“Special Taxes” means the taxes levied by the Village on all taxable real property within the Special Service Areas pursuant to the Special Tax Rolls and this Indenture.

“Supplemental Indenture” means an indenture adopted by the Corporate Authorities of the Village as provided in Article XI hereof which amends or supplements this Indenture.

“Surety Bond” means the Debt Service Reserve Fund Policy issued by \_\_\_\_\_, in the initial Policy Limit amount of \$\_\_\_\_\_ (representing 25% of the Reserve Requirement) guaranteeing certain payments into the Reserve Fund as provided therein and subject to the limitations set forth therein. The Surety Bond constitutes a Reserve Fund Credit Instrument.

“Tax Agreement” or “Tax Agreements” means the Tax Compliance Certificate and Agreement of the Village dated the date of issuance and delivery of the Series 2016 Bonds, as amended from time to time.

“Trustee” means Amalgamated Bank of Chicago, Chicago, Illinois, and its successors and assigns.

“Village” means the Village of Round Lake, Lake County, Illinois.

## ARTICLE II

### BOND DETAILS

Section 2.1. Purpose of Issuance; Amount of Series 2016 Bonds. The sum of \$\_\_\_\_\_ shall be borrowed by the Village pursuant to the Special Service Area Act and the Local Government Debt Reform Act for the purpose of current refunding a portion of the Series 2007 Bonds, the proceeds of which were used to advance refund the Series 2003 Bonds, as well as the costs of the Village in connection with the issuance of the Series 2016 Bonds and the refunding of the Series 2007 Bonds, and deposits to the Reserve Fund. In evidence of such borrowing, Series 2016 Bonds in the aggregate principal amount of \$\_\_\_\_\_ shall be issued as provided in this Indenture. The total principal amount of bonds that may be issued pursuant to this Indenture is expressly limited to \$\_\_\_\_\_.

Section 2.2. Form; Denominations; Numbers. The Series 2016 Bonds shall be issued only in fully registered form without coupons and initially in the denominations of \$5,000 and integral multiples of \$1,000 in excess of that sum. The Series 2016 Bonds shall be designated “Lakewood Grove Special Service Areas Numbers One, Three and Four Special Tax Refunding

Bonds, Series 2016” and shall be numbered consecutively from R-1 upward but need not be authenticated or delivered in consecutive order.

Section 2.3. Date of Series 2016 Bonds; CUSIP Identification Numbers. The Series 2016 Bonds shall be dated as of the date of delivery of the Series 2016 Bonds to the Purchaser upon original issuance. CUSIP identification numbers shall be imprinted on the Series 2016 Bonds, provided that any failure on the part of the Village or the Trustee to use such CUSIP numbers in any notice to any Bondholders shall not constitute an event of default or any violation of the Village’s contract with such Bondholders and shall not impair the effectiveness of such notice.

Section 2.4. Maturities; Interest Rates. The Series 2016 Bonds shall mature and become payable on March 1 on the dates and in the amounts and shall bear interest at the rates set forth below:

<u>(March 1) Year</u>	<u>Amount</u>	<u>Interest Rate</u>
2018		%
2019		%
2020		%
2021		%
2022		%
2023		%
2024		%
2025		%
2026		%
2027		%
2028		%
2033		%

Section 2.5. Interest. The Series 2016 Bonds shall bear interest at the rate set forth in Section 2.4 payable on the Interest Payment Dates in each year with the first Interest Payment Date, being March 1, 2017. Interest on the Series 2016 Bonds shall be calculated on the basis of a 360 day year composed of twelve 30-day months. Each Series 2016 Bond shall bear interest from the Interest Payment Date next preceding the date of authentication of such Series 2016 Bond unless (i) it is authenticated on an Interest Payment Date, in which event it shall bear interest from such date of authentication, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (iii) it is authenticated prior to the Record Date preceding the first Interest Payment Date, in which event it shall bear interest from its dated date; provided, however, that if at the time of authentication of a Series 2016 Bond, interest is in default on such Series 2016 Bond, such Series 2016 Bond shall bear interest from the Interest Payment Date to which interest had previously been paid or made available for payment on such Series 2016 Bond.

Section 2.6. Form of Series 2016 Bonds; Execution; Authentication. The Series 2016 Bonds shall be in substantially the form set forth in Exhibit B to this Indenture. Each

Series 2016 Bond shall be executed by the manual or facsimile signature of the Village President and the manual or facsimile signature of the Village Clerk and shall have the corporate seal of the Village affixed to it (or a facsimile of that seal printed on it). The Village President and the Village Clerk (if they have not already done so) are authorized and directed to file with the Illinois Secretary of State their manual signatures certified by them pursuant to the Uniform Facsimile Signatures of Public Officials Act, as amended, which shall authorize the use of their facsimile signatures to execute the Series 2016 Bonds. Each Series 2016 Bond so executed shall be as effective as if manually executed. In case any officer of the Village whose signature or a facsimile of whose signature shall appear on the Series 2016 Bonds shall cease to be such officer before authentication and delivery of any of the Series 2016 Bonds, that signature or facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery.

No Series 2016 Bond shall be valid for any purpose unless and until a certificate of authentication on that Series 2016 Bond substantially in the form set forth in the bond form in Exhibit B to this Indenture shall have been duly executed by the Trustee appointed by this Indenture as authenticating agent of the Village. Execution of that certificate upon any Series 2016 Bond shall be conclusive evidence that the Series 2016 Bond has been authenticated and delivered under this Indenture.

Section 2.7. Payment of the Series 2016 Bonds. The Series 2016 Bonds shall be payable in lawful money of the United States at the office of the Trustee. The principal of each Series 2016 Bond shall be payable at maturity upon presentment of the Series 2016 Bond at the office of the Trustee. Interest on each Series 2016 Bond shall be payable on each Interest Payment Date by check or draft of the Trustee mailed to the person in whose name that Series 2016 Bond is registered on the books of the Bond Registrar at the close of business on the Record Date. During such time as the Series 2016 Bonds are registered so as to participate in a securities depository system with DTC, principal of and interest and redemption premium on each Series 2016 Bond shall be payable by wire transfer pursuant to instructions from DTC.

Section 2.8. Appointment of Trustee. Amalgamated Bank of Chicago, Chicago, Illinois, is hereby appointed Trustee and Bond Registrar for the Series 2016 Bonds.

Section 2.9. Registration of Series 2016 Bonds; Persons Treated as Owners. The Series 2016 Bonds shall be negotiable, subject to the following provisions for registration and registration of transfer. The Village shall maintain books for the registration of the Series 2016 Bonds at the office of the Bond Registrar. Each Series 2016 Bond shall be fully registered on those books in the name of its owner, as to both principal and interest. Transfer of each Series 2016 Bond shall be registered only on those books upon surrender of that Series 2016 Bond to the Bond Registrar by the registered owner or his or her attorney duly authorized in writing together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the registered owner or his or her duly authorized attorney. Upon surrender of a Series 2016 Bond for registration of transfer, the Village shall execute, the Trustee shall authenticate, and the Bond Registrar shall deliver, in the name of the transferee, one or more new Series 2016 Bonds of the same aggregate principal amount and of the same maturity as the Series 2016 Bond surrendered.

Series 2016 Bonds may be exchanged, at the option of the registered owner, for an equal aggregate principal amount of Series 2016 Bonds of the same maturity of any other Authorized Denominations, upon surrender of those Series 2016 Bonds at the office of the Bond Registrar with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the registered owner or his or her duly authorized attorney.

In all cases in which the privilege of exchanging or transferring Series 2016 Bonds is exercised, the Village shall execute, the Trustee shall authenticate, and the Bond Registrar shall deliver, Series 2016 Bonds in accordance with the provisions of this Indenture. All Series 2016 Bonds surrendered in any exchange or transfer shall be canceled immediately by the Bond Registrar.

For every exchange or registration of transfer of Series 2016 Bonds, the Village or the Bond Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge, other than one imposed by the Village, required to be paid with respect to that exchange or registration of transfer, and payment of that charge by the person requesting exchange or registration of transfer shall be a condition precedent to that exchange or registration of transfer. No other charge may be made by the Village or the Bond Registrar as a condition precedent to exchange or registration of transfer of any Series 2016 Bond.

The Bond Registrar shall not be required to exchange or register the transfer of any Series 2016 Bond following the close of business on the 15th day of the month preceding any Interest Payment Date on such Series 2016 Bond, nor to transfer or exchange any Series 2016 Bond after notice calling such Series 2016 Bond for redemption has been mailed, nor during a period of 15 days next preceding mailing of a notice of redemption of any Series 2016 Bonds.

The Village, the Trustee and the Bond Registrar may treat the registered owner of any Series 2016 Bond as its absolute owner, whether or not that Series 2016 Bond is overdue, for the purpose of receiving payment of the principal of or interest on that Series 2016 Bond and for all other purposes, and neither the Village, the Bond Registrar nor the Trustee shall be affected by any notice to the contrary. Payment of the principal of and interest on each Series 2016 Bond shall be made only to its registered owner, and all such payments shall be valid and effective to satisfy the obligation of the Village on that Series 2016 Bond to the extent of the amount paid.

Section 2.10. Global Form; Securities Depository. It is intended that the Series 2016 Bonds be registered so as to participate in a securities depository system with DTC, as set forth herein. The Series 2016 Bonds shall be initially issued in the form of a single fully registered Series 2016 Bond for each of the maturities as established in Section 2.4 of this Indenture. Upon initial issuance, the ownership of the Series 2016 Bonds shall be registered in the name of Cede & Co., or any successor thereto, as nominee for DTC. The Village and the Trustee are authorized to execute and deliver such letters to or agreements with DTC as shall be necessary to effectuate the securities depository system of DTC, including the Letter of Representations. With respect to Series 2016 Bonds registered in the name of Cede & Co., as nominee of DTC, the Village, the Bond Registrar and the Trustee shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which DTC holds Series 2016 Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a “Depository Participant”) or to any person on behalf of whom such

a Depository Participant holds an interest in the Series 2016 Bonds (each such person being herein referred to as an “Indirect Participant”). Without limiting the immediately preceding sentence, the Village, the Bond Registrar and the Trustee shall have no responsibility or obligation with respect to (a) the accuracy of the records of DTC, Cede & Co., or any Depository Participant with respect to the ownership interest in the Series 2016 Bonds, (b) the delivery to any Depository Participant or any Indirect Participant or any other person, other than a registered owner of a Series 2016 Bond, of any notice with respect to the Series 2016 Bonds, including any notice of redemption or (c) the payment to any Depository Participant or Indirect Participant or any other person, other than a registered owner of a Series 2016 Bond, of any amount with respect to principal of, premium, if any, or interest on, the Series 2016 Bonds. Notwithstanding the foregoing, the Village, the Bond Registrar and the Trustee shall have those obligations and responsibilities set forth in this Indenture with respect to Beneficial Owners who have provided notice of their beneficial ownership to the Village, the Bond Registrar and the Trustee as set forth in the definition of Beneficial Owner. While in the securities depository system of DTC, no person other than Cede & Co., or any successor thereto, as nominee for DTC, shall receive a Series 2016 Bond certificate with respect to any Series 2016 Bond. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions of this Indenture with respect to the payment of interest by the mailing of checks or drafts to the registered owners of Series 2016 Bonds at the close of business on the Record Date applicable to any interest payment date, the name “Cede & Co.” in this Indenture shall refer to such new nominee of DTC.

In the event that (a) the Trustee determines that DTC is incapable of discharging its responsibilities described herein and in the Letter of Representations, (b) the Letter of Representations shall be terminated for any reason or (c) the Village determines that it is in the best interests of the Beneficial Owners of the Series 2016 Bonds that they be able to obtain certificated Series 2016 Bonds, the Village shall notify DTC of the availability through DTC of Series 2016 Bond certificates and the Series 2016 Bonds shall no longer be restricted to being registered in the name of Cede & Co., as nominee of DTC. At that time, the Village may determine that the Series 2016 Bonds shall be registered in the name of and deposited with a successor depository operating a securities depository system, as may be acceptable to the Village or such depository’s agent or designee, and if the Village does not select such alternate securities depository system then the Series 2016 Bonds may be registered in whatever name or names registered owners of Bonds transferring or exchanging Series 2016 Bonds shall designate, in accordance with the provisions hereof. The Village and the Trustee may conclusively rely upon (i) a certificate of the Depository as to the identity of the participants in the book-entry system and (ii) a certificate of such participants as to the identity of, and the respective principal amounts of Bonds beneficially owned by, the beneficial owners.

Notwithstanding any other provisions of this Indenture to the contrary, so long as any Series 2016 Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on the Series 2016 Bonds and all notices with respect to the Series 2016 Bonds shall be made and given, respectively, in the manner provided in the Letter of Representations.

**ARTICLE III**

**ADDITIONAL BONDS**

Only the Series 2016 Bonds will be issued under this Indenture. No additional bonds will be issued that are secured by a pledge of the Special Taxes, other than, with the consent of the Bond Insurer, bonds or other obligations issued for the purpose of refunding all or a portion of the Series 2016 Bonds.

**ARTICLE IV**

**REDEMPTION OF SERIES 2016 BONDS**

Section 4.1. Mandatory Sinking Fund Redemption. The Series 2016 Bonds maturing March 1, 2033, are subject to mandatory sinking fund redemption and final payment at a price of par plus accrued interest, without premium, on March 1, of the years and in the amounts as follows:

<u>Year</u>	<u>Amount</u>
2029	
2030	
2031	
2032	
2033	

The foregoing mandatory sinking fund requirements are subject to adjustment as described in Sections 4.2, 4.3 and 4.4 hereof.

The Village covenants that it will redeem the Series 2016 Bonds pursuant to the mandatory sinking fund redemption requirements for the Series 2016 Bonds. Proper provision for mandatory redemption having been made, the Village covenants that the Series 2016 Bonds so selected for redemption shall be payable upon redemption and taxes have been levied and will be collected as provided herein and in the Bond Ordinance for such purposes.

Section 4.2. Optional Redemption. The Series 2016 Bonds maturing on or after March 1, 2028 are subject to optional redemption prior to maturity at the option of the Village, in whole or in part, on any date on or after March 1, 2027, at par, plus accrued and unpaid interest to the date of redemption.

Any optional redemption of Series 2016 Bonds shall be applied, to the extent possible, to reduce pro rata the amount of Series 2016 Bonds maturing in each year and required to be redeemed by mandatory sinking fund redemption pursuant, to Section 4.1 of this Indenture, and so as to maintain the proportion of principal maturing or subject to mandatory sinking fund redemption in each year to the total original principal amount of Series 2016 Bonds as of the date of issuance.

Section 4.3. Mandatory Redemption Upon Condemnation.

(a) The Series 2016 Bonds are subject to mandatory redemption on any Interest Payment Date, in part, at a redemption price equal to the principal amount to be redeemed, together with accrued interest to the date fixed for redemption, without premium, from amounts in the Bond and Interest Fund consisting of the proceeds received by the Village in connection with a condemnation of any of the Special Services or any other property dedicated to, or owned by, the Village within the Special Service Areas and allocable to the Series 2016 Bonds as determined by the Consultant and which proceeds are not used by the Village to rebuild the Special Services.

(b) Any mandatory redemption of the Series 2016 Bonds pursuant to this Section 4.3 shall be applied, to the extent possible, to reduce pro rata the amount of Series 2016 Bonds required to be redeemed by mandatory sinking fund redemption pursuant to Section 4.1 of this Indenture and so as to maintain the proportion of principal maturing or subject to mandatory sinking fund redemption in each year to the total original principal amount of the Series 2016 Bonds of such maturity as of the date of issuance.

Section 4.4. Special Mandatory Redemption from Optional Prepayment of Special Taxes.

(a) The Series 2016 Bonds are also subject to mandatory redemption on any Interest Payment Date in part, from amounts available for disbursement from the Special Redemption Account of the Bond and Interest Fund pursuant to Section 7.1(e) and from amounts transferred from the Special Reserve Fund and the Reserve Fund to the Special Redemption Account pursuant to Section 7.1(e), at a redemption price of par, plus accrued interest on such Series 2016 Bonds to the date fixed for redemption.

(b) Any mandatory redemption of the Series 2016 Bonds pursuant to this Section 4.4 shall be applied, to the extent possible, to reduce pro rata the amount of Series 2016 Bonds required to be redeemed by mandatory sinking fund redemption pursuant to Section 4.1 of this Indenture and so as to maintain the proportion of principal maturing or subject to mandatory sinking fund redemption in each year to the total original principal amount of the Series 2016 Bonds of such maturity as of the date of issuance.

Section 4.5. Redemption Provisions; Notice of Redemption. If less than all the Series 2016 Bonds of any maturity are to be redeemed on any redemption date, the Bond Registrar appointed in this Indenture shall assign to each Series 2016 Bond of the maturity to be redeemed a distinctive number for each \$1,000 of principal amount of that Series 2016 Bond. The notice of redemption shall state that such redemption is subject to the irrevocable deposit of funds sufficient to redeem the Series 2016 Bonds to be redeemed on the redemption date. The Bond Registrar shall then select by lot from the numbers so assigned, using such method as it shall deem proper in its discretion, as many numbers as, at \$1,000 per number, shall equal the principal amount of Series 2016 Bonds of that maturity to be redeemed; provided that following any redemption, no Series 2016 Bond shall be outstanding in an amount less than the minimum Authorized Denomination except as necessary to effect the mandatory sinking fund redemption of Series 2016 Bonds as provided in Section 4.1 hereof.

Notice of the redemption of any Series 2016 Bonds, which by their terms shall have become subject to redemption, shall be given to the registered owner of each Series 2016 Bond or portion of a Series 2016 Bond called for redemption not less than 30 or more than 60 days before any date established for redemption of Series 2016 Bonds, by the Bond Registrar, on behalf of the Village, by first class mail sent to the registered owner's last address, if any, appearing on the registration books kept by the Bond Registrar. All notices of redemption shall include at least the designation, date and maturities of Series 2016 Bonds called for redemption, CUSIP Numbers, if available, and the date of redemption. In the case of a Series 2016 Bond to be redeemed in part only, the notice shall also specify the portion of the principal amount of the Series 2016 Bond to be redeemed. The mailing of the notice specified above to the registered owner of any Series 2016 Bond shall be a condition precedent to the redemption of that Series 2016 Bond, provided that any notice which is mailed in accordance with this Indenture shall be conclusively presumed to have been duly given whether or not the owner received the notice. The failure to mail notice to the owner of any Series 2016 Bond, or any defect in that notice, shall not affect the validity of the redemption of any other Series 2016 Bond for which notice was properly given.

Section 4.6. Purchase in Lieu of Redemption. In lieu of redemption as provided in this Article IV, moneys in the Bond and Interest Fund may be used and withdrawn by the Village for the purchase of outstanding Series 2016 Bonds, at public or private sale as and when, and at such prices (including brokerage and other charges) as the Village may provide, but in no event may Series 2016 Bonds be purchased at a price in excess of the principal amount of such Series 2016 Bonds, plus interest accrued to the date of purchase and any premium which would otherwise be due if such Series 2016 Bonds were to be redeemed in accordance with this Indenture; provided, however, unless such Series 2016 Bonds are redeemed, defeased or cancelled, that no such purchase in lieu of redemption shall occur without the prior written consent of the Bond Insurer except for a purchase in lieu of a mandatory sinking fund redemption.

## ARTICLE V

### APPLICATION OF PROCEEDS

Section 5.1. Application of Proceeds. The proceeds of the sale of the Series 2016 Bonds in the amount of \$\_\_\_\_\_ (representing \$\_\_\_\_\_ principal amount of the Bonds, plus original issue premium of \$\_\_\_\_\_ less \$\_\_\_\_\_ to be used to pay the costs of the Bond Insurance Policy, and less underwriter's discount of \$\_\_\_\_\_, there being no accrued interest), shall be applied as follows immediately upon receipt of the purchase price:

(a) \$\_\_\_\_\_ shall be deposited into the Escrow Accounts created pursuant to the Escrow Agreements and applied in accordance with the terms of each Escrow Agreement to be used to current refund portions of the outstanding Series 2007 Bonds.

(b) The amount of \$\_\_\_\_\_ shall be deposited in the Reserve Fund.

(c) The amount of \$\_\_\_\_\_ shall be deposited in the Administrative Expense Fund.

(d) The amount of \$\_\_\_\_\_ shall be deposited in the Costs of Issuance Fund.

(e) The amount of \$\_\_\_\_\_ shall be used to purchase the Surety Bond.

All amounts received upon the sale of the Series 2016 Bonds, together with all interest and other investment earnings on those amounts, are appropriated and set aside for the purposes for which the Series 2016 Bonds are being issued as set forth in this Indenture. In addition, of the \$\_\_\_\_\_ of amounts on deposit with the trustee for the Series 2007 Bonds, \$\_\_\_\_\_ are being transferred to the Trustee for deposit in the Escrow Accounts, \$\_\_\_\_\_ will be transferred to the Administrative Expense Fund for the Series 2016 Bonds, \$\_\_\_\_\_ will be transferred to the Reserve Fund for the Series 2016 Bonds and the remainder (\$\_\_\_\_\_) shall be transferred to the Bond and Interest Fund for the Bonds. Pursuant to the Bond Ordinance, amounts collected from the 2015 levy of Special Taxes pursuant to the Prior Bond Ordinances shall be deposited, when collected into the Bond and Interest Fund for application in accordance with Section 7.1 hereof.

## ARTICLE VI

### SECURITY FOR THE SERIES 2016 BONDS

Section 6.1. Limited Obligations. The Series 2016 Bonds shall constitute limited obligations of the Village, payable from the Special Taxes and other moneys deposited in the Funds and Accounts established pursuant to Article VII other than the Administrative Expense Fund and the Rebate Fund. The Series 2016 Bonds shall not constitute general obligations of the Village and neither the full faith and credit nor the unlimited taxing power of the Village shall be pledged as security for payment of the Series 2016 Bonds.

#### Section 6.2. Levy of Special Tax.

(a) Pursuant to the Bond Ordinance there have been levied Special Taxes upon all taxable real property within the Special Service Areas subject to the Special Taxes sufficient to pay and discharge the principal of the Series 2016 Bonds at maturity or mandatory sinking fund redemption dates and to pay interest on the Series 2016 Bonds for each year at the interest rates set forth in Section 2.4 of this Indenture and to pay for the Administrative Expenses of the Village for each year and to fund and replenish the Reserve Fund to an amount equal to the Reserve Requirement and the Special Reserve Fund to an amount equal to the Special Reserve Fund Requirement.

(b) The Village Clerk has been directed to file certified copies of the Bond Ordinances, and accurate maps of the Special Service Areas, with the County Clerk of Lake County. Pursuant to the Special Tax Rolls, the Special Taxes shall be divided among all taxable real property within each of the Special Service Areas in accordance with the terms of each of the Establishing Ordinances and each applicable Special Tax Report. It shall be the duty of the Village and the Village hereby covenants, annually on or before the last Tuesday of December for each of the years 2016 through 2031 to calculate or cause the Consultant to calculate the Special Tax Requirement; to amend each applicable Special Tax Roll pursuant to (i) Section B.1. of Exhibit A to the Special Tax Report for Lakewood Grove Special Service Area Number One and (ii) VI.E. of the Special Tax Reports for Lakewood Grove Special Service Areas Numbers Three and Four and provide the County tax collectors with the amended Special

Tax Rolls; to adopt an ordinance approving the amount of the Special Tax Requirement; and by ordinance direct the County Clerk of Lake County to extend the Special Taxes for collection on the tax books against all of the taxable real property within the Special Service Areas subject to the Special Taxes in connection with other taxes levied in each of such years for general Village purposes. The Special Taxes shall be computed, extended and collected in accordance with the Special Tax Reports and the Special Tax Rolls, and divided among the taxable real property within the Special Service Areas in accordance with the terms of the Establishing Ordinances and the Special Tax Reports. The Special Taxes authorized to be levied by the Bond Ordinance shall be abated each year to the extent the taxes levied pursuant to the Bond Ordinance exceed the Special Tax Requirement as calculated by the Village pursuant to the Establishing Ordinances and Special Tax Reports. On or before the last Tuesday of January for each of the years 2017 through 2032 the Village shall notify the Trustee and the Bond Insurer of the amount of the Special Tax Requirement and the amount of the Special Taxes to be abated. The Village shall take all actions which shall be necessary to provide for the levy, extension, collection and application of the taxes levied by the Bond Ordinance, including enforcement of such taxes by institution of foreclosure procedures as provided by law.

(c) Upon receipt by the Trustee of any prepayment of Special Taxes in an amount calculated by the Consultant as being required pursuant to the Special Tax Reports to satisfy the lien on a Parcel within the Special Service Areas, the Village and the Trustee shall execute a Satisfaction of Tax Lien substantially in the form of Exhibit C hereto, appropriately completed and the Trustee shall file or cause to be filed the Satisfaction of Tax Lien with the Recorder of Deeds of Lake County, Illinois. The Trustee shall deliver a copy of each such Satisfaction of Tax Lien to the property owner of record.

Section 6.3. Municipal Bond Insurance Policy; Covenants in Favor of Bond Insurer.

(a) In the event that, on the second Business Day prior to the payment date on the Series 2016 Bonds, the Trustee has not received sufficient moneys to pay all principal of and interest on the Series 2016 Bonds due on the second following Business Day, the Trustee shall immediately notify the Bond Insurer or its designee on the same Business Day by telephone or electronic mail, confirmed in writing by registered or certified mail, of the amount of the deficiency. Such notice shall specify the amount of the anticipated deficiency, the Series 2016 Bonds to which such deficiency is applicable and whether such deficiency will be related to principal or interest or both.

(b) If the deficiency is made up in whole or in part prior to or on the payment date, the Trustee shall so notify the Bond Insurer or its designee.

(c) The Trustee, shall after giving notice to the Bond Insurer as provided in Section 6.3(a) and (b) above, make available to the Bond Insurer and at the Bond Insurer's direction to any Fiscal Agent the registration books of the Village maintained by the Trustee and all records relating to the funds maintained under this Indenture.

(d) The Trustee shall provide the Bond Insurer and any Fiscal Agent with a list of registered owners of the Series 2016 Bonds entitled to receive principal or interest payments from the Bond Insurer under the terms of the Bond Insurance Policy, and shall make arrangements with the Bond Insurer, Fiscal Agent, or other designee of the Bond Insurer to

(i) mail checks or drafts to the registered owners of the Series 2016 Bonds entitled to receive full or partial interest payments from the Bond Insurer and (ii) pay principal upon the Series 2016 Bonds surrendered to the Bond Insurer, the Fiscal Agent, or other designee of the Bond Insurer to the registered owners of the Series 2016 Bonds entitled to receive full or partial principal payments from the Bond Insurer.

(e) The Trustee, shall, at the time it provides notice to the Bond Insurer of any deficiency pursuant to Section 6.3(a) above, notify registered owners of the Series 2016 Bonds entitled to receive the payment of principal or interest thereon, from the Bond Insurer (i) as to such deficiency and its entitlement to receive principal or interest, as applicable, (ii) that the Bond Insurer will remit to them all or a part of the interest payments due on the related payment date upon proof of its entitlement thereto and delivery to the Bond Insurer or any Fiscal Agent, in form satisfactory to the Bond Insurer, of an appropriate assignment of the registered owner's right to payment, (iii) that, if they are entitled to receive partial payment of principal from the Bond Insurer, they must surrender the related Series 2016 Bonds for payment first to the Trustee, which will note on such Series 2016 Bonds the portion of the principal paid by the Trustee and second to the Bond Insurer or its designee, together with an appropriate assignment, in form satisfactory to the Bond Insurer, to permit ownership of such Series 2016 Bonds to be registered in the name of the Bond Insurer, which will then pay the unpaid portion of principal, and (iv) that, if they are entitled to receive full payment of principal from the Bond Insurer, they must surrender the related Series 2016 Bonds for payment to the Bond Insurer or its designee, rather than the Trustee, together with an appropriate assignment, in form satisfactory to the Bond Insurer, to permit ownership of such Series 2016 Bonds to be registered in the name of the Bond Insurer.

(f) In addition, if the Trustee has notice that any Bondholder has been required to disgorge payments or principal or interest on the Series 2016 Bonds previously Due for Payment pursuant to a final non-appealable order by a court of competent jurisdiction that such payment constitutes a voidable preference to such Bondholder within the meaning of any applicable bankruptcy laws, then the Trustee shall notify the Bond Insurer or its designee of such fact by telephone or electronic notice, confirmed in writing by registered or certified mail.

(g) The Trustee is hereby irrevocably designated, appointed, directed and authorized to act as attorney-in-fact for Bondholders of the Series 2016 Bonds as follows:

(i) If and to the extent there is a deficiency in amounts required to pay interest on the Series 2016 Bonds the Trustee shall (i) execute and deliver to the Bond Insurer, in form satisfactory to the Bond Insurer, an instrument appointing the Bond Insurer as agent for such Bondholders in any legal proceeding related to the payment of such interest and an assignment to the Bond Insurer of the claims for interest to which such deficiency relates and which are paid by the Bond Insurer; (ii) receive as designee of the respective Bondholders (and not as Trustee) in accordance with the tenor of the Bond Insurance Policy payment from the Bond Insurer with respect to the claims for interest so assigned; and (iii) disburse the same to such respective Bondholders; and

(ii) If and to the extent of a deficiency in amounts required to pay principal of the Series 2016 Bonds, the Trustee shall (i) execute and deliver to the Bond Insurer in

form satisfactory to the Bond Insurer an instrument appointing the Bond Insurer as agent for such Bondholder in any legal proceeding related to the payment of such principal and an assignment to the Bond Insurer of any of the Series 2016 Bonds surrendered to the Bond Insurer in an amount equal to the principal amount thereof as has not previously been paid or for which moneys are not held by the Trustee and available for such payment (but such assignment shall be delivered only if payment from the Bond Insurer is received), (ii) receive as designee of the respective Bondholders (and not as Trustee) in accordance with the tenor of the Bond Insurance Policy payment therefor from the Bond Insurer, and (iii) disburse the same to such Bondholders.

(h) Payments with respect to claims for interest on and principal of Series 2016 Bonds disbursed by the Trustee from proceeds of the Bond Insurance Policy shall not be considered to discharge the obligation of the Village with respect to such Series 2016 Bonds, and the Bond Insurer shall become the owner of such unpaid Series 2016 Bonds and claims for the interest in accordance with the tenor of the assignment made to it under the provisions of this subsection or otherwise.

(i) Irrespective of whether any such assignment is executed and delivered, the Village and the Trustee hereby agree for the benefit of the Bond Insurer that:

(i) They recognize to the extent the Bond Insurer makes payments, directly or indirectly (as by paying through the Trustee), on account of principal of or interest on the Series 2016 Bonds, the Bond Insurer will be subrogated to the rights of such Bondholders to receive the amount of such principal and interest from the Village, with interest thereon as provided and solely from the sources stated in this Indenture and the Series 2016 Bonds; and,

(ii) They will accordingly pay to the Bond Insurer the amount of such principal and interest, with interest thereon as provided in this Indenture and the Series 2016 Bonds, but only from the sources and in the manner provided therein for the payment of principal of and interest on the Series 2016 Bonds to Bondholders and will otherwise treat the Bond Insurer as the owner of such rights to the amount of such principal and interest.

(j) The Village hereby agrees to pay or reimburse the Bond Insurer, to the extent permitted by law and solely from Special Taxes, any and all charges, fees, costs and expenses which the Bond Insurer may reasonably pay or incur, including, but not limited to, fees and expenses of attorneys, accountants, consultants and auditors and reasonable costs of investigations, in connection with (i) any accounts established to facilitate payments under the Bond Insurance Policy, (ii) the administration, enforcement, defense or preservation of any rights in respect of this Indenture or any other financing documents including defending, monitoring or participating in any litigation or proceeding (including any bankruptcy proceeding in respect of the Village or any affiliate thereof) relating to this Indenture or any other financing document, any party to this Indenture or any other financing document or the transaction contemplated by the financing documents, (iii) the foreclosure against, sale or other disposition of any collateral securing any obligations under this Indenture or any other financing document, or the pursuit of any remedies under this Indenture or any other financing document, to the extent such costs and

expenses are not recovered from such foreclosure, sale or other disposition, or (iv) any amendment, waiver or other action with respect to, or related to, this Indenture or any other financing document whether or not executed or completed; costs and expenses shall include a reasonable allocation of compensation and overhead attributable to time of employees of the Bond Insurer spent in connection with the actions described in clauses (ii) — (iv) above. In addition, the Bond Insurer reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of this Indenture or any other financing document. The Village will pay interest on the amounts owed in this paragraph from the date of any payment due or paid, at the per annum rate of interest publicly announced from time to time by JPMorgan Chase Bank, National Association at its principal office in New York, New York as its prime lending rate (any change in such prime rate of interest to be effective on the date such change is announced by JPMorgan Chase Bank, National Association) plus three percent (3%) per annum (the “Reimbursement Rate”). The Reimbursement Rate shall be calculated on the basis of the actual number of days elapsed over a 360-day year. In the event JPMorgan Chase Bank ceases to announce its prime rate publicly, the prime rate shall be the publicly announced prime rate or base lending rate of such national bank, as the Bond Insurer shall specify. The Village’s obligations under this paragraph shall continue in effect, and shall survive the satisfaction of all other obligations of the Village under this Indenture. In no event shall the obligations of the Village hereunder be deemed to be a general obligation of the Village.

The Village further agrees to pay or reimburse the Bond Insurer for all amounts paid under the Bond Insurance Policy, but solely from amounts available under this Indenture and from the Special Taxes.

(k) In addition to any and all rights of reimbursement, subrogation and any other rights pursuant hereto or under law or in equity, the Village agrees to pay or reimburse the Bond Insurer, to the extent permitted by law and solely from Special Taxes, any and all charges, fees, costs, claims, losses, liabilities (including penalties), judgments, demands, damages, and expenses which the Bond Insurer or its officers, directors, shareholders, employees, agents and each Person, if any, who controls the Bond Insurer within the meaning of either Section 15 of the Securities Act of 1933 or Section 20 of the Securities Exchange Act of 1934 may reasonably pay or incur, including, but not limited to, fees and expenses of attorneys, accountants, consultants and auditors and reasonable costs of investigations, of any nature in connection with, in respect of or relating to the transactions contemplated by this Indenture or any other financing document by reason of:

(i) any omission or action (other than of or by the Bond Insurer) in connection with the offering, issuance, sale, remarketing or delivery of the Series 2016 Bonds;

(ii) the negligence bad faith, willful misconduct, misfeasance, malfeasance or theft committed by any director, officer, employee or agent of the Village in connection with any transaction arising from or relating to this Indenture or any other financing document;

(iii) the violation by the Village of any law, rule or regulation, or any judgment, order or decree applicable to it;

(iv) the breach by the Village of, any representation, warranty or covenant under this Indenture or any other financing document or the occurrence, in respect of the Village, under this Indenture or any other financing document of any “event of default” or any event which, with the giving of notice or lapse of time or both, would constitute any “event of default”; or

(v) any untrue statement or alleged untrue statement of a material fact contained in any official statement relating to the Series 2016 Bonds, if any, or any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, except insofar as such claims arise out of or are based upon any untrue statement or omission in information included in an official statement, if any, and furnished by the Bond Insurer in writing expressly for use therein.

(vi) The Village’s obligations under this paragraph (k) shall continue in effect, and shall survive the satisfaction of all other obligations of the Village under this Indenture.

(l) The Bond Insurer shall be entitled to pay principal or interest on the Series 2016 Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Village whether or not the Bond Insurer has received a Notice (as such terms are defined in the Bond Insurance Policy) of Nonpayment or a claim upon the Bond Insurance Policy.

(m) In addition, the Bond Insurer shall to the extent it makes any payment of principal or interest on the Series 2016 Bonds become subrogated to the rights of the recipients of such payments in accordance with the terms of the Bond Insurance Policy, and to evidence such subrogation (i) in the case of claims for interest, the Trustee shall note the Bond Insurer’s rights as subrogee on the registration books of the Village maintained by the Trustee, upon receipt of proof of payment of interest thereon to the registered holders of the Series 2016 Bonds, and (ii) in the case of claims for principal, the Trustee, if any, shall note the Bond Insurer’s rights as subrogee on the registration books of the Village maintained by the Trustee, upon surrender of the Series 2016 Bonds together with receipt of proof of payment of principal thereof.

(n) In connection with the issuance of additional debt or obligations of the Village which will be secured by the Special Taxes, in addition to the consent required under Article III hereof, the Village shall deliver to the Bond Insurer a copy of the disclosure document, if any, circulated with respect to such additional debt or obligation of the Village.

(o) Copies of any amendments made to the documents executed in connection with the issuance of the Series 2016 Bonds (such documents being the Bond Ordinance and this Indenture) which are consented to by the Bond Insurer shall be sent to Standard & Poor’s Corporation. To the extent any such amendments require the consent of the Trustee, notwithstanding any other provision of such document, in determining whether the Bondholders

will be adversely affected by any action taken pursuant to the terms and provisions thereof, the Trustee shall consider the effect on the Bondholders as if there were no Bond Insurance Policy.

(p) The Bond Insurer shall receive prior written notice of the name change of the Trustee or the registration or removal of the Trustee and the appointment of a successor thereto.

(q) No removal, resignation or termination of the Trustee shall take effect until a successor, acceptable to the Bond Insurer, shall be appointed.

(r) The Trustee may be removed at any time, at the request of the Bond Insurer, for any breach of its obligations under this Indenture.

(s) Any notice that is required to be given to holders of the Series 2016 Bonds (the "Bondholders"), nationally recognized municipal securities information repositories or state information depositories pursuant to Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission or to the Trustee pursuant to this Indenture or the Continuing Disclosure Agreement shall also be provided to the Bond Insurer, simultaneously with the sending of such notices. In addition, to the extent that the Village has entered into a continuing disclosure agreement with respect to the Series 2016 Bonds, all information furnished pursuant to such agreement shall also be provided to the Bond Insurer simultaneously with the furnishing of such information in the same manner contemplated by the Continuing Disclosure Agreement.

(t) The Bond Insurer shall have the right to receive such additional information as it may reasonably request.

(u) The Village will permit the Bond Insurer to discuss the affairs, finances and accounts of the Village or any information the Bond Insurer may reasonably request regarding the security for the Series 2016 Bonds with appropriate officers of the Village, and will use best efforts to enable the Bond Insurer to have access to the facilities, books and records of the Village on any Business Day upon reasonable prior notice.

(v) The Trustee or the Village, as applicable, shall notify the Bond Insurer of any failure of the Village to provide notices, certificates and other information under this Indenture. The Trustee shall also notify the Bond Insurer of any amounts transferred from the Reserve Fund.

(w) In the event that the principal and/or interest due on the Series 2016 Bonds shall be paid by the Bond Insurer pursuant to the Bond Insurance Policy, the Series 2016 Bonds shall remain outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the Village, and the assignment and pledge of the trust estate and all covenants, agreements and other obligations of the Village to the registered owners shall continue to exist and shall run to the benefit of the Bond Insurer, and the Bond Insurer shall be subrogated to the rights of such registered owners including, without limitation, any rights that such owners may have in respect of securities law violations arising from the offer and sale of the Series 2016 Bonds.

(x) In addition to the requirements of Article XII of this Indenture, prior to any defeasance of the Series 2016 Bonds as described herein, there shall be delivered to the Bond Insurer the following:

(i) An opinion of counsel that the defeasance will not adversely impact the exclusion from gross income for federal income tax purposes of interest on the Series 2016 Bonds or refunded bonds.

(ii) An escrow agreement and an opinion of counsel regarding the validity and enforceability of the escrow agreement.

(iii) The escrow agreement shall provide that:

(1) Any substitution of securities shall require a verification by an independent certified public accountant and the prior written consent of the Bond Insurer.

(2) The Village will not exercise any optional redemption of the Series 2016 Bonds secured by the escrow agreement or any other redemption other than mandatory sinking fund redemptions unless (i) the right to make any such redemption has been expressly reserved in the escrow agreement and such reservation has been disclosed in detail in the official statement for the refunding bonds, and (ii) as a condition of any such redemption there shall be provided to the Bond Insurer a verification of an independent certified public accountant as to the sufficiency of escrow receipts without reinvestment to meet the escrow requirements remaining following such redemption.

(3) The Village shall not amend the escrow agreement or enter into a forward purchase agreement or other agreement with respect to rights in the escrow without the prior written consent of the Bond Insurer.

(y) With respect to amendments or supplements to this Indenture, which do not require the consent of the Bondholders, the Bond Insurer must be given prior written notice of any such amendments or supplements. With respect to amendments or supplements to the Indenture, which require the consent of the Bondholders, the Bond Insurer's prior written consent is required.

(z) To the extent that this Indenture confers upon or gives or grants to the Bond Insurer any right, remedy or claim under or by reason of this Indenture, the Bond Insurer is explicitly recognized as being a third party beneficiary hereunder and may enforce any such right, remedy or claim conferred, given or granted hereunder.

(aa) The Bond Insurer shall be deemed to be the holder of all the Series 2016 Bonds for purposes of (a) exercising all remedies and directing the Trustee to take actions or for any other purposes following and Event of Default (as defined in this Indenture), and (b) granting any consent, direction or approval or taking any action permitted by or required under this Indenture to be granted or taken by the holders of the Series 2016 Bonds.

(bb) Any provision of this Indenture expressly recognizing or granting rights in or to the Bond Insurer may not be amended in any manner that affects the rights of the Bond Insurer hereunder without the prior written consent of the Bond Insurer.

(cc) Wherever this Indenture requires the consent of Bondholders, the Bond Insurer's consent shall also be required.

(dd) Any reorganization or liquidation plan with respect to the Village must be acceptable to the Bond Insurer. In the event of any reorganization or liquidation, the Bond Insurer shall have the right to vote on behalf of all Bondholders who hold the Series 2016 Bonds guaranteed by the Bond Insurer, absent a default by the Bond Insurer under the Bond Insurance Policy.

(ee) The Village agrees to provide the Bond Insurer notice of any litigation or investigation known to the Village that may have a material adverse effect on the financial position of the Village within thirty (30) days after the Village becomes aware of such litigation or investigation.

(ff) Anything in this Indenture to the contrary notwithstanding, upon the occurrence and continuance of an event of default as defined herein, the Bond Insurer shall be entitled to control and direct the enforcement of all rights and remedies granted to the Bondholders or the Trustee for the benefit of the Bondholders under this Indenture.

## **ARTICLE VII**

### **FUNDS AND ACCOUNTS**

#### **Section 7.1. Bond and Interest Fund.**

(a) There is hereby created and established with the Trustee a separate and special fund of the Village established exclusively for paying principal of, interest on and redemption premium on the Series 2016 Bonds and which shall be designated as "The Lakewood Grove Special Service Areas Numbers One, Three and Four Special Tax Refunding Bonds, Bond and Interest Fund" (the "Bond and Interest Fund"). When collected, the Special Taxes, including amounts transferred to the Trustee from the Bond and Interest Fund created for the Series 2007 Bonds, the proceeds of condemnation and the Foreclosure Proceeds, including any interest and penalties collected in connection with such Special Taxes, shall be placed in the Bond and Interest Fund. Moneys deposited in the Bond and Interest Fund and investments of the Bond and Interest Fund shall never be commingled with or loaned to any other funds of the Village. All interest and other investment earnings on the Bond and Interest Fund shall become, when received, a part of the Bond and Interest Fund.

(b) Amounts deposited in the Bond and Interest Fund are appropriated for and irrevocably pledged to, and shall be used solely for the purpose of, paying the principal of and interest and redemption premium on the Series 2016 Bonds, or for transfers to the Special Reserve Fund, the Reserve Fund or the Administrative Expense Fund as permitted by paragraph (c) of this Section 7.1 and by Section 7.2.

(c) At any time after September 1 but in no event later than December 1 of each year, the Trustee shall determine the amount needed to pay principal of and interest and redemption premium on the Series 2016 Bonds on the next succeeding Interest Payment Date. After the Trustee has determined that sufficient amounts are on deposit in the Bond and Interest Fund to pay principal of, interest on and redemption premium due on the Series 2016 Bonds on the next succeeding Interest Payment Date, the Trustee shall notify the Village of any excess amounts on deposit in the Bond and Interest Fund, and, at the written direction of the Village, shall transfer an amount from the Bond and Interest Fund to the Administrative Expense Fund which the Village has determined will be adequate, together with other amounts in the Administrative Expense Fund or reasonably expected to be transferred to or deposited in such Fund, to pay all Administrative Expenses during the succeeding calendar year. After making such transfer to the Administrative Expense Fund any excess amounts on deposit in the Bond and Interest Fund shall be transferred to the Reserve Fund to the extent necessary to replenish the Reserve Fund to the Reserve Requirement. After (i) making such transfer to the Administrative Expense Fund, and (ii) the Reserve Fund has amounts on deposit equal to the Reserve Requirement, any excess amounts on deposit in the Bond and Interest Fund shall be transferred to the Special Reserve Fund to the extent necessary to fund and replenish the Special Reserve Fund to the Special Reserve Fund Requirement. If any excess amounts exist in the Bond and Interest Fund, after making the deposit to the Special Reserve Fund, if any, such excess shall be considered by the Village when determining the amount of Special Taxes to be collected pursuant to Section 6.2(b).

(d) [Reserved.]

(e) There is hereby created within the Bond and Interest Fund established with the Trustee a separate account designated the “Special Redemption Account.” All prepayments of Special Taxes made in accordance with the Special Tax Reports and proceeds of condemnation shall be deposited in the Special Redemption Account. Moneys in the Special Redemption Account shall be used exclusively to redeem Series 2016 Bonds pursuant to Section 4.3 or Section 4.4 or to pay debt service on the Series 2016 Bonds pursuant to this Section 7.1. In the event of any optional prepayment of Special Taxes, prior to giving notice of the redemption of Series 2016 Bonds in accordance with Section 4.5 of this Indenture, the Trustee shall transfer from (A) the Special Reserve Fund to the Special Redemption Account an amount (if possible) equal to the Special Reserve Fund Credit, as determined by and upon direction of the Consultant, and the Reserve Fund Credit as determined by and upon the direction of the Consultant. When the amount on deposit in the Special Redemption Account equals \$1,000, such amount shall be used to redeem the Series 2016 Bonds on the next Interest Payment Date in accordance with Section 4.3 and Section 4.4 or to defease the Series 2016 Bonds as described in this paragraph. On each such Interest Payment Date, the Trustee shall withdraw from the Special Redemption Account and pay to the owners of the Series 2016 Bonds the amounts to redeem the Series 2016 Bonds pursuant to Section 4.3 and Section 4.4 and such amounts shall be applied to reduce principal and sinking fund installments on a pro rata basis. The amounts deposited in the Special Redemption Account shall be retained therein and applied to defease the Outstanding Series 2016 Bonds to their maturity, optional redemption date or mandatory sinking fund installment date on a pro rata basis among maturities and sinking fund installments. At such time as all of the Series 2016 Bonds maturing prior to 2027 have been paid, any additional payments on deposit in the Special Redemption Account shall be applied to the redemption of

the Series 2016 Bonds pursuant to Section 4.2 hereof. Except as provided in the three preceding sentences, any amounts contained in the Special Redemption Account for a continuous period of thirty (30) months and which will not be used to redeem or defease the Series 2016 Bonds on the next Interest Payment Date in accordance with this section, and Section 4.3 and Section 4.4 shall be used to pay debt service on the Series 2016 Bonds on the next Interest Payment Date. Any amounts contained in the Special Redemption Account on the final maturity date of the Series 2016 Bonds shall be used to pay outstanding debt service on the Series 2016 Bonds. The Consultant shall advise the Trustee as to the maturities and sinking fund installments which are to be redeemed and/or defeased pursuant to and in accordance with this section.

Section 7.2. Reserve Fund. (a) There is hereby created and established with the Trustee a separate and special fund of the Village which shall be designated as “The Lakewood Grove Special Service Areas Numbers One, Three and Four Special Tax Refunding Bonds, Reserve Fund” (the “Reserve Fund”), which must be maintained in an amount equal to the Reserve Requirement. The Reserve Requirement shall be the lesser of (i) 10% of the stated principal amount of the Series 2016 Bonds, (ii) the maximum annual principal and interest requirements on the Series 2016 Bonds, or (iii) 125% of the average annual principal and interest requirements on the Series 2016 Bonds, as adjusted for prepayments as set forth in Section 7.1(e). Proceeds of the Series 2016 Bonds in the amount set forth in Section 5.1(b) hereof shall be deposited to the Reserve Fund. Amounts deposited in the Reserve Fund shall be used solely for the purpose of (i) making transfers to the Bond and Interest Fund to pay the principal of, including mandatory sinking fund payments, and interest and any premium on, all Series 2016 Bonds when due, in the event that moneys in the Bond and Interest Fund are insufficient therefore, (ii) making any transfers to the Bond and Interest Fund if the aggregate balance in the Reserve Fund and the Special Reserve Fund exceeds the amount required to redeem all Series 2016 Bonds then outstanding, (iii) making transfers to the Special Redemption Account pursuant to Section 7.1(e), or (iv) if the amount then on deposit in the Reserve Fund is at least equal to the Reserve Requirement, for transfer in accordance with Section 7.2(c).

(b) The Reserve Requirement may be satisfied with (1) one or more Reserve Fund Credit Instruments, (2) Qualified Investments or (3) a combination thereof. Any Qualified Investments on deposit in the Reserve Fund shall be valued at fair market value (determined in accordance with generally accepted accounting principles applicable to governmental units) on or about September 30 in each year.

(i) At the time of the delivery of the Series 2016 Bonds, the Surety Bond, which constitutes a Reserve Fund Credit Instrument, shall be deposited to the credit of the Reserve Fund, to establish a balance in that Fund which, when added to the initial deposit to the Reserve Fund described above, shall be at least equal to the Reserve Requirement. Whenever the balance in the Reserve Fund is less than the Reserve Requirement, except as permitted pursuant to subparagraph (iv) below, the Village shall transfer to the Reserve Fund within the next 12 months sufficient funds from Special Taxes to maintain a balance in the Reserve Fund at least equal to the Reserve Requirement for the Series 2016 Bonds.

(ii) Funds in the Reserve Fund and any Reserve Fund Credit Instrument in that Fund shall be held by the Trustee for the sole and exclusive benefit of the Series 2016

Bonds and shall be used to pay principal of and interest on the Series 2016 Bonds as the same become due at any time when there are insufficient funds available for such purpose in the Bond and Interest Fund. Any Reserve Fund Credit Instrument to be acquired by the Village with respect to the Series 2016 Bonds at all times shall secure only the Series 2016 Bonds and shall not be used in any manner to satisfy the Reserve Requirement for any other Bonds. Unless replaced or unless cash and Qualified Investments are deposited in lieu thereof, any Reserve Fund Credit Instrument shall not terminate prior to the earlier of (1) the date of the last maturity of any of the Series 2016 Bonds or (2) the date on which no Series 2016 Bonds are Outstanding.

(iii) Any amounts in the Reserve Fund which are not required to be transferred to the Bond and Interest Fund may, from time to time, be used to pay costs of acquiring a Reserve Fund Credit Instrument for the Reserve Fund or to make payments due under a reimbursement agreement with the provider of a Reserve Fund Credit Instrument, but only if after such payment, the value of the Reserve Fund shall not be less than the Reserve Requirement for the Series 2016 Bonds. The Village pledges and grants a lien on and security interest in the amounts on deposit in the Reserve Fund to any provider of a Reserve Fund Credit Instrument, provided that the pledge, lien and security interest shall be junior to any claim for the benefit of the Owners of the Series 2016 Bonds.

(iv) If at any time the Reserve Fund holds both a Reserve Fund Credit Instrument and Qualified Investments, the Qualified Investments shall be liquidated and the proceeds applied for the purposes for which Reserve Fund moneys may be applied under this Indenture prior to any draw being made on the Reserve Fund Credit Instruments. If the Reserve Fund holds Reserve Fund Credit Instruments issued by more than one issuer, draws shall be made under such credit instruments on a pro rata basis to the extent of available funds.

(v) The Village has purchased the Surety Bond (to fund 25% of the Reserve Requirement) from the Insurer and has delivered the Surety Bond to the Trustee for deposit in the Reserve Fund. The Trustee shall hold the Surety Bond and make demands for payment in accordance with its terms whenever there are insufficient funds to pay debt service on the Series 2016 Bonds in the Bond and Interest Fund or from cash and Qualified Investments in the Reserve Fund.

(c) On the Business Day prior to each Interest Payment Date, moneys in the Reserve Fund in excess of the Reserve Requirement shall be transferred by the Trustee from the Reserve Fund to the Bond and Interest Fund to be used for the payment of principal of or interest on Series 2016 Bonds on the next following Interest Payment Date.

(d) The Trustee shall notify the Bond Insurer of any transfers from the Reserve Fund.

Section 7.3. Special Reserve Fund and Cost of Issuance Fund. There is hereby created and established with the Trustee a separate and special fund of the Village which shall be designated as the “Lakewood Grove Special Service Areas Numbers One, Three and Four Special Tax Refunding Bonds, Special Reserve Fund” (the “Special Reserve Fund”). Special

Taxes shall be deposited in the Special Reserve Fund in accordance with Section 7.1(c) until the amounts on deposit in the Special Reserve Fund equal the Special Reserve Fund Requirement.

Amounts deposited in the Special Reserve Fund shall be used solely for the purpose of (i) making any transfers to the Bond and Interest Fund if the aggregate balance in the Special Reserve Fund and the Reserve Fund exceeds the amount required to redeem all Series 2016 Bonds then outstanding, (ii) for transfer to the Special Redemption Account in an amount equal to the Special Reserve Fund Credit in accordance with the Section 7.1(e), or (iii) at the direction of an Authorized Officer for transfer to the Bond and Interest Fund or any other fund established hereunder.

Any amounts in the Special Reserve Fund that are used to pay principal of, or interest or premium on, the Series 2016 Bonds shall be treated as Special Taxes paid by the owners of the affected Parcels for purposes of the “Defeasance” calculation in accordance with Exhibit A of the Special Tax Report for Lakewood Grove Special Service Area Number One and (ii) Exhibit B of each of the Special Tax Reports for Lakewood Grove Special Service Areas Numbers Three and Four.

Amounts on deposit in the Special Reserve Fund are pledged to the payment of principal of or interest on the Series 2016 Bonds.

There is hereby created and established with the Trustee a separate and special fund of the Village which shall be designated as the “Lakewood Grove Special Service Areas Numbers One, Three and Four Special Tax Refunding Bonds, Costs of Issuance Fund” (the “Costs of Issuance Fund”). Amounts deposited in the Costs of Issuance Fund shall be used solely for the purpose of paying costs incurred in connection with the issuance of the Series 2016 Bonds and the refunding of the Series 2007 Bonds. Disbursements from the Costs of Issuance Fund shall be made by the Trustee upon receipt of a written request of the Village which shall (i) set forth the amount required to be disbursed, the purpose for which the disbursement is to be made, that the disbursement is a proper expenditure from the Costs of Issuance Fund, and payment instructions to the Trustee for the amount to be reimbursed; and (ii) certify that no portion of the amount then being requested to be disbursed was set forth in any previous request for disbursement. On the date which is six (6) months after the date of issuance of the Series 2016 Bonds, the Trustee shall transfer all amounts remaining in the Costs of Issuance Fund to the Bond and Interest Fund.

Section 7.4. Administrative Expense Fund. There is hereby created and established with the Trustee a separate and special fund of the Village which shall be designated as “The Lakewood Grove Special Service Areas Numbers One, Three and Four Special Tax Refunding Bonds, Administrative Expense Fund” (the “Administrative Expense Fund”). Amounts in the Administrative Expense Fund shall be withdrawn by the Trustee and paid to the Village or its order upon receipt by the Trustee of a written request from an Authorized Officer stating the amount to be withdrawn, that such amount is to be used to pay an Administrative Expense, and the nature of such Administrative Expense.

Section 7.5. Rebate Fund. There is hereby created and established with the Trustee a separate and special fund of the Village which shall be designated as “The Lakewood Grove Special Service Areas Numbers One, Three and Four Special Tax Refunding Bonds, Rebate

Fund” (the “Rebate Fund”), into which there shall be deposited as necessary investment earnings in the Bond and Interest Fund, the Reserve Fund and the Special Reserve Fund to the extent required so as to maintain the tax exempt status of interest on the Series 2016 Bonds. All rebates, special impositions or taxes for such purpose payable to the United States of America (Internal Revenue Service) shall be payable from the Rebate Fund.

Section 7.6. Investment of Funds. Moneys on deposit in Funds and Accounts established hereunder may be invested from time to time in Qualified Investments pursuant to written directions from the Village to the Trustee provided that moneys on deposit in the Special Redemption Account shall be invested only in Qualified Investments having a maturity on or prior to the next occurring Interest Payment Date. The Trustee may conclusively rely upon such instructions as to both the suitability and legality of the directed investments. Except as otherwise expressly provided herein, earnings or losses on such investments shall be attributed to the Fund or Account for which the investment was made. The Trustee is hereby authorized to execute purchases and sales of Qualified Investments through the facilities of its own trading or capital markets operations or those of any affiliated entity and may charge its ordinary and customary fees for such trades, including cash sweep account fees. The Trustee shall send statements to the Village and the Consultant on a monthly basis reflecting activity in the account for the preceding month. Although the Village recognizes that it may obtain a broker confirmation or written statement containing comparable information at no additional cost, the Village hereby agrees that confirmations of Qualified Investments are not required to be issued by the Trustee for each month in which a monthly statement is rendered.

Notwithstanding anything herein to the contrary, the Trustee shall invest amounts on deposit in the (1) Special Redemption Account of the Bond and Interest Fund and (2) the Special Reserve Fund such that the yield on the investment does not exceed the yield on the Series 2016 Bonds. The Reserve Fund shall be invested only in Qualified Investments with maturities not longer than ten (10) years, the average life of which is no longer than five (5) years. Investments on deposit in all funds and accounts established hereunder shall be valued at market value at least quarterly.

## **ARTICLE VIII**

### **COVENANTS AND AGREEMENTS OF THE VILLAGE**

Section 8.1. Tax Covenants. The Village covenants with the holders of the Series 2016 Bonds and the Series 2007 Bonds from time to time outstanding that it (i) will take all actions which are necessary to be taken (and avoid any actions which it is necessary to avoid being taken) so that interest on the Series 2016 Bonds and the Series 2007 Bonds will not be or become included in gross income for federal income tax purposes under existing law, including without limitation the Code; (ii) will take all actions reasonably within its power to take which are necessary to be taken (and avoid taking any actions which are reasonably within its power to avoid taking and which are necessary to avoid) so that interest on the Series 2016 Bonds and the Series 2007 Bonds will not be or become included in gross income for federal income tax purposes under the federal income tax laws as in effect from time to time; and (iii) will take no action or permit any action in the investment of the proceeds of the Series 2016 Bonds, proceeds of the Series 2007 Bonds, amounts in the Bond and Interest Fund, the Escrow Accounts or any

other funds of the Village which would result in making interest on the Series 2016 Bonds or the Series 2007 Bonds subject to federal income taxes by reason of causing the Series 2016 Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code, or direct or permit any action inconsistent with the regulations under the Code as promulgated and as amended from time to time and as applicable to the Series 2016 Bonds and the Series 2007 Bonds. The Village President, Village Clerk, Village Administrator and Village Treasurer are authorized and directed to take such action as is necessary in order to carry out the issuance and delivery of the Series 2016 Bonds including, without limitation, to make any representations and certifications they deem proper pertaining to the use of the proceeds of the Series 2016 Bonds and moneys in the Funds and Accounts established hereunder and under the Escrow Agreements in order to establish that the Series 2016 Bonds shall not constitute arbitrage bonds as so defined.

(a) The Village further covenants as follows with respect to the requirements of Section 148(f) of the Code, relating to the rebate of “excess arbitrage profits” (the “Rebate Requirement”) to the United States:

(i) Unless an applicable exception to the Rebate Requirement is available to the Village, the Village will meet the Rebate Requirement.

(ii) Relating to applicable exceptions, the Village shall make such elections under the Code as it shall deem reasonable and in the best interests of the Village. If such election may result in a “penalty in lieu of rebate” as provided in the Code, and such penalty is incurred (the “Penalty”), then the Village shall pay such Penalty.

(iii) The Village shall cause to be established, at such time and in such manner as it shall deem necessary or appropriate hereunder, the Rebate Fund for the Series 2016 Bonds, and the Village shall further, not less frequently than every five years, cause to be transferred to the Rebate Fund the amount determined to be the accrued liability under the Rebate Requirement or Penalty. The Village shall cause to be paid to the United States, without further order or direction from the Corporate Authorities, from time to time as required, amounts sufficient to meet the Rebate Requirement or to pay the Penalty.

(iv) Interest earnings in the Bond and Interest Fund, the Special Reserve Fund and the Reserve Fund are hereby authorized to be transferred, without further order or direction from the Corporate Authorities, from time to time as required, to the Rebate Fund for the purposes herein provided; and proceeds of the Series 2016 Bonds, investment earnings or amounts on deposit in any of the other funds and accounts created hereunder and any other funds of the Village are also hereby authorized to be used to meet the Rebate Requirement or to pay the Penalty, but only if necessary after application of investment earnings as aforesaid and only as appropriated by the Corporate Authorities.

Section 8.2. Levy and Collection of Taxes. The Village covenants with the holders of the Series 2016 Bonds from time to time outstanding and the Bond Insurer that:

(a) it will take all actions, if any, which shall be necessary, in order further to provide for the levy, extension, collection and application of the taxes levied by this Indenture and the Bond Ordinance including enforcement of the Special Taxes by providing the County with such information as is deemed necessary to enable it to include the property subject to the delinquent tax in the County Collector's annual tax sale and in the event the tax lien is forfeited at such tax sale by instituting foreclosure proceedings all in the manner provided by law; provided, however, that the obligation to institute any foreclosure action against any taxpayer other than a taxpayer owning more than 5% of the total property within the Special Service Areas shall only arise in the event (i) the amounts on deposit in the Reserve Fund created by the Indenture are less than the Reserve Requirement (as defined in the Indenture); (ii) the aggregate amount of delinquent Special Taxes shall be at least \$25,000; (iii) sufficient amounts are on deposit in the Administrative Expense Fund to pay the estimated costs of the Village and its attorneys in connection with such foreclosure proceedings or a reasonable provision for said costs has been set aside, as agreed upon between the Village and the Trustee; and (iv) the Village makes the determination that the proceeds from each foreclosure action have a commercially reasonable expectation of exceeding the costs thereof;

(b) it will not take any action which would reduce the size of the Special Services Area or adversely affect the levy, extension, collection and application of the taxes levied by this Indenture and the Bond Ordinance, except to abate those taxes to the extent permitted by this Indenture and the Special Tax Reports; and

(c) it will comply with all requirements of the Special Service Area Act, the Bond Ordinance and other applicable present and future laws concerning the levy, extension and collection of the taxes levied by this Indenture and the Bond Ordinance; in each case so that the Village shall be able to pay the principal of and interest on the Series 2016 Bonds as they come due, fund and replenish the Reserve Fund to the Reserve Requirement and it will take all actions necessary to assure the timely collection of the Special Taxes, as described in paragraph (a) above.

Section 8.3. Proper Books and Records. The Village will keep, or cause the Trustee to keep, proper books of record and accounts, separate from all other records and accounts of the Village, in which complete and correct entries shall be made of all transactions relating to the deposits to and expenditure of amounts disbursed from the Funds and Accounts created hereunder and the Special Taxes. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Bond Insurer and the holders of not less than ten percent (10%) of the principal amount of the Series 2016 Bonds then outstanding, or their representatives authorized in writing. The Village or the Trustee on behalf of the Village, upon written request will mail to the Purchaser and the Bond Insurer any information relating to the Series 2016 Bonds, the Special Service Areas or the Special Services, including, but not limited to, the annual audits of the Funds and Accounts established under this Indenture for each and every year.

Section 8.4. Against Encumbrances. The Village has not heretofore made a pledge of, granted a lien or security interest in, or made an assignment or sale of, the Special Taxes that ranks on a parity with or prior to the pledge granted under this Indenture. The Village will not encumber, pledge or place any charge or lien upon any of the Special Taxes or other amounts pledged to the Series 2016 Bonds superior to, on a parity with, or junior to, the pledge and lien created in this Indenture for the benefit of the Series 2016 Bonds, except as permitted by, or specifically set forth in, this Indenture.

Section 8.5. Continuing Disclosure Undertaking. The Village agrees to execute and deliver the Continuing Disclosure Agreement. In addition, the Village agrees to provide to the Trustee and the Bond Insurer (i) a copy of any reports regarding collection of taxes, delinquencies, tax sales, foreclosures and such other information as is provided by the Consultant to the Village pursuant to Task 5 of the Administrative Services Agreement and (ii) a copy of the Village's annual audited financial statements at the time of delivery of the Annual Report, and in accordance with the Continuing Disclosure Agreement. The Trustee shall have no duty to review or analyze such financial statements and shall hold such financial statements solely as a repository for the benefit of the Bondholders; the Trustee shall not be deemed to have notice of any information contained therein or Event of Default which may be disclosed therein in any manner.

## **ARTICLE IX**

### **DEFAULTS AND REMEDIES**

Section 9.1. Events of Default. “Events of Default” under this Indenture are as follows:

(a) Default shall be made by the Village in the payment of the principal of or premium, if any, on any Series 2016 Bond when and as the same shall become due and payable, either at maturity or by proceedings for redemption or otherwise.

(b) Default shall be made by the Village in the payment of any installment of interest on any Series 2016 Bond when and as such installment of interest shall become due and payable.

(c) The Village shall (1) commence a voluntary case under the Federal bankruptcy laws, as now or hereafter constituted, or any other applicable Federal or state bankruptcy, insolvency or other similar law, (2) make an assignment for the benefit of its creditors, (3) consent to the appointment of a receiver of itself or of the whole or any substantial part of its property, or (4) be adjudicated a bankrupt or have entered against it any order for relief in respect of any involuntary case under the Federal bankruptcy laws, as now or hereafter constituted, or any other applicable Federal or state bankruptcy, insolvency or other similar law and such order shall continue in effect for a period of 60 days without stay or vacation.

(d) A court of competent jurisdiction shall enter an order, judgment or decree appointing a receiver of the Village, or of the whole or any substantial part of its property, or approving a petition seeking reorganization of the Village under the Federal bankruptcy laws or

any other applicable Federal or state law or statute and such order, judgment or decree shall not be vacated or set aside or stayed within 60 days from the date of the entry thereof.

(e) Under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the Village or of the whole or any substantial part of its property, and such custody or control shall not be terminated or stayed within 60 days from the date of assumption of such custody or control.

(f) The Village shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Series 2016 Bonds, the Bond Ordinance or in this Indenture on the part of the Village to be performed, and such default shall continue for 30 days after written notice specifying such default and requiring the same to be remedied shall have been given to the Village by the Trustee (which may give such notice whenever it reasonably determines that such a default exists and shall give such notice at the written request of the holders of not less than 25% in principal amount of the Series 2016 Bonds then outstanding).

Section 9.2. Remedies. Upon the occurrence of an Event of Default the Trustee may, with the prior written consent of the Bond Insurer or upon the written request of the Bond Insurer or, if the Bond Insurance Policy is no longer in effect, the holders of 25% in principal amount of the outstanding Series 2016 Bonds affected by the Event of Default and upon being indemnified as provided in Section 10.2(i) hereof shall, proceed to protect and enforce its rights and the rights of the holders of the Series 2016 Bonds by a suit, action or special proceeding in equity or at law, by mandamus or otherwise, either for the specific performance of any covenant or agreement contained herein or in aid or execution of any power herein granted or for any enforcement of any proper legal or equitable remedy as the Trustee, being advised by counsel, shall deem most effective to protect and enforce the rights aforesaid.

During the continuance of an Event of Default, all moneys received by the Trustee under this Indenture from the Village or from any other source shall be applied by the Trustee in accordance with the terms of Section 9.10 hereof.

Any judgment against the Village shall be enforceable only against the amounts pledged pursuant to this Indenture. There shall not be authorized any deficiency judgment against any assets of, or the general credit of, the Village.

**THE SERIES 2016 BONDS SHALL NOT BE SUBJECT TO ACCELERATION UPON THE OCCURRENCE OF AN EVENT OF DEFAULT.**

Section 9.3. Notice of Default. The Trustee shall, within 10 days after a Responsible Officer of the Trustee receives notice or obtains knowledge of the occurrence of an Event of Default, mail to the Village, the Bondholders at the address shown on the registration books of the Village maintained by the Bond Registrar and the Bond Insurer, notice of all Events of Default known to the Trustee unless such Events of Default shall have been cured before the giving of such notice.

Section 9.4. Termination of Proceedings by Trustee. In case any proceedings taken by the Trustee on account of any Event of Default shall have been discontinued or abandoned for

any reason, or shall have been determined adversely to the Trustee, then and in every such case the Village, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies and powers of the Trustee shall continue as though no such proceeding had been taken.

Section 9.5. Right of Bondholders to Control Proceedings. Anything in this Indenture to the contrary notwithstanding, the Bond Insurer or, if the Bond Insurer has defaulted on any payments required by the Bond Insurance Policy, the holders of a majority in principal amount of the Series 2016 Bonds then outstanding shall have the right, by an instrument in writing executed and delivered to the Trustee, to direct the method and place of conducting all remedial proceedings to be taken by the Trustee hereunder in respect of the Series 2016 Bonds; provided that such direction shall not be otherwise than in accordance with law and the Trustee shall be indemnified to its satisfaction against the costs, expenses and liabilities to be incurred therein or thereby; and provided further that the venue of all proceedings which are brought against the Village must be either the Circuit Court of Lake County or the Northern District of Illinois.

Section 9.6. Right of Bondholders to Institute Suit. No holder of any of the Series 2016 Bonds shall have any right to institute any suit, action or proceeding in equity or at law for the execution of any trust hereunder, or for any other remedy hereunder or on the Series 2016 Bonds unless such holder previously shall have given to the Trustee written notice of an Event of Default as hereinabove provided, and unless also the Bond Insurer or, if the Bond Insurer has defaulted on any payments required by the Bond Insurance Policy the holder, or holders, of 25% in principal amount of the outstanding Series 2016 Bonds affected by the Event of Default shall have made written request of the Trustee after the right to exercise such powers, or right of action, as the case may be, shall have accrued, and shall have afforded the Trustee a reasonable opportunity either to proceed to exercise the powers hereinbefore granted, or to institute such action, suit, or proceeding in its name; and unless, also, there shall have been offered to the Trustee security and indemnity satisfactory to it against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee shall have refused or neglected to comply with such request within a reasonable time; and such notification, request and offer of indemnity are hereby declared in every such case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Indenture or for any other remedy hereunder; it being understood and intended that no one or more holders of the Series 2016 Bonds shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security of this Indenture, or to enforce any right hereunder, except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all holders of the outstanding Series 2016 Bonds.

Nothing in this Section 9.6 contained shall, however, affect or impair the right of any Bondholder, which is absolute and unconditional, to enforce the payment of the principal of and interest on the Bondholder's Series 2016 Bonds out of the Bond and Interest Fund, or the obligation of the Village to pay the same, out of the Bond and Interest Fund, at the time and place in the Series 2016 Bonds expressed.

Section 9.7. Suits by Trustee. All rights of action under this Indenture, or under any of the Series 2016 Bonds, enforceable by the Trustee, may be enforced by it without the possession

of any of the Series 2016 Bonds or the production thereof at the trial or other proceeding relative thereto, and any such suit, or proceeding, instituted by the Trustee shall be brought in its name for the ratable benefit of the holders of the Series 2016 Bonds affected by such suit or proceeding, subject to the provisions of this Indenture.

Section 9.8. Remedies Cumulative. No remedy herein conferred upon or reserved to the Trustee or to the Bondholders is intended to be exclusive of any other remedy or remedies, and each and every remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Section 9.9. Waiver of Default. No delay or omission of the Trustee or of any Bondholder to exercise any right or power shall be construed to be a waiver of any such default, or an acquiescence therein; and every power and remedy given by this Article IX to the Trustee and the Bondholders, respectively, may be exercised from time to time, and as often as may be deemed expedient.

Section 9.10. Application of Moneys After Default. The Village covenants that if an Event of Default shall happen and shall not have been remedied, the Trustee shall apply moneys, securities and funds on deposit in the Funds and Accounts established pursuant to Article VII or received by the Trustee pursuant to any right given or action taken under the provisions of this Section as follows and in the following order:

(a) To the payment of the reasonable and proper charges, expenses and liabilities of the Trustee, the Bond Registrar and any paying agent, including the reasonable fees and expenses of outside counsel for the Trustee, Bond Registrar and any paying agent and the payment of Administrative Expenses owed to the Village or the Consultant.

(b) To the payment of the principal and interest then due on the Series 2016 Bonds as follows:

(i) first, to the payment to the persons entitled thereto of all interest then due or payable on the Series 2016 Bonds in the order of the maturity of such installments;

(ii) second, to the payment to the persons entitled thereto of the unpaid installments of principal of any of the Series 2016 Bonds which have become due in the order of the maturity of such installments; and

(iii) amounts due to the Bond Insurer.

Whenever moneys are to be applied by the Trustee pursuant to the provisions of this paragraph, such moneys shall be applied by the Trustee at such times, and from time to time, as the Trustee in its sole discretion shall determine, having due regard for the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. The deposit of such moneys with the paying agent, or otherwise setting aside such moneys, in trust for the proper purpose, shall constitute proper application by the Trustee; and the Trustee shall incur no liability whatsoever to the Village, to any Bondholder or to any other person for any delay in applying any such funds, so long as the Trustee acts with reasonable diligence, having

due regard to the circumstances, and ultimately applies the same in accordance with such provisions of this Indenture as may be applicable at the time of application by the Trustee. Whenever the Trustee shall exercise such discretion in applying such funds, it shall fix the date (which shall be an Interest Payment Date unless the Trustee shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the fixing of any such date and of the endorsement to be entered on each Series 2016 Bond on which payment shall be made, and shall not be required to make payment to the holder of any unpaid Series 2016 Bond until such Series 2016 Bond shall be presented to the Trustee for appropriate endorsement, or some other procedure deemed satisfactory by the Trustee.

Section 9.11. Bond Insurer Control. Anything in this Indenture to the contrary notwithstanding, upon the occurrence and continuance of an Event of Default as defined herein, the Bond Insurer shall be entitled to control and direct the enforcement of all rights and remedies granted to the Bondholders or the Trustee for the benefit of the Bondholders under this Indenture provided the Bond Insurer has not defaulted on any payments required by the terms of the Bond Insurance Policy. The Bond Insurer also shall be entitled to approve all waivers of Events of Default provided the Bond Insurer has not defaulted on any payments required by the terms of the Bond Insurance Policy.

## **ARTICLE X**

### **TRUSTEE**

Section 10.1. Appointment of the Trustee. The Trustee hereunder is hereby constituted and appointed as the trustee of an express trust hereby created for the Bondholders. The further rights and duties of the Trustee are set forth in this Article X.

Section 10.2. Performance of Duties. The Trustee accepts and agrees to execute the trusts imposed upon it by this Indenture, but only upon the terms and conditions set forth herein. The Trustee, prior to the occurrence of an Event of Default and after the curing of all events of default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture, and no implied covenants or obligations should be read into this Indenture against the Trustee. If any Event of Default under this Indenture shall have occurred and be continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture and shall use the same degree of care as a prudent person would exercise or use in the circumstances in the conduct of such prudent person's own affairs.

No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act or its own willful misconduct, except that:

(a) The duties and obligations of the Trustee shall be determined solely by the express provisions of this Indenture, and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Trustee.

(b) In the absence of bad faith on the part of the Trustee, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon any certificate or opinion furnished to the Trustee conforming to the requirements of this Indenture; but in the case of any such certificate or opinion which by any provision hereof is specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether or not it conforms to the requirements of this Indenture.

(c) The Trustee shall not be liable for any error of judgment made in good faith by a responsible officer or officers of the Trustee unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts.

(d) The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the holders of not less than a majority (or such larger percentage as is otherwise specifically required by the terms hereof) in aggregate principal amount of all the Series 2016 Bonds at the time outstanding.

(e) None of the provisions contained in this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur individual financial liability in the exercise of any of its rights or powers.

(f) At any and all reasonable times, upon first providing 48 hours' notice to the Village, the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right fully to inspect any and all of the books, papers and records of the Village pertaining to the Special Services and the Series 2016 Bonds and to make copies thereof.

(g) The Trustee shall not be required to give any bond or surety in respect of the execution of the trusts and powers granted by this Indenture or otherwise in respect of the premises.

(h) Notwithstanding anything elsewhere in this Indenture contained, the Trustee shall have the right, but shall not be required, to demand, in respect of the withdrawal of any cash or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action by the Trustee, reasonably necessary to establish the right of the Village to the withdrawal of any cash or the taking of any other action by the Trustee.

(i) Before taking any action under Section 9.2, the Trustee may require that a satisfactory indemnity bond or other security satisfactory to it be furnished by the party requesting that the Trustee take such action for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from the negligence or willful default of the Trustee in connection with any action so taken.

(j) All moneys received by the Trustee or any paying agent shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received.

(k) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents or receivers and shall not be answerable for the conduct of the same if appointed with due care hereunder, and shall be entitled to advice of counsel concerning all matters of trusts hereof and duties hereunder, and may in all cases pay such reasonable compensation to any attorney, agent or receiver retained or employed by it in connection herewith. The Trustee may act upon the opinion or advice of an attorney, surveyor, engineer or accountant selected by it in the exercise of reasonable care or, if selected or retained by the Village, approved by the Trustee in the exercise of such care. The Trustee shall not be responsible for any loss or damage resulting from any action or nonaction based on its good faith reliance upon such opinion or advice.

(l) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and the Trustee shall not be answerable for other than its negligence or willful default.

(m) The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder (except failure by the Village to cause to be made any of the payments to the Trustee required to be made by Article VIII) unless the Trustee shall be specifically notified in writing of such default by the Village or by the owners of at least 25% in aggregate principal amount of all Bonds then outstanding and all notices or other instruments required by this Indenture to be delivered to the Trustee must, in order to be effective, be delivered to a Responsible Officer at the designated corporate trust office of the Trustee, and in the absence of such notice so delivered the Trustee may conclusively assume there is no default except as aforesaid.

(n) The Trustee agrees to accept and act upon instructions or directions pursuant to this Indenture sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods; provided, however, that the Village shall provide to the Trustee an incumbency certificate listing such designated persons, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the Village elects to give the Trustee e-mail or facsimile instructions (or instructions by a similar electronic method) and the Trustee in its discretion elects to act upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The Village agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including, without limitation, the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

Section 10.3. Instruments Upon Which Trustee May Rely. Except as otherwise provided in paragraph (b) hereof:

(a) The Trustee may rely and shall be protected in acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, bond or other paper or document reasonably believed by it to be genuine and to have been signed or presented by the proper party or parties;

(b) Any notice, request, direction, election, order or demand of the Village mentioned herein shall be sufficiently evidenced by an instrument signed in the name of the Village by its Village President or its Village Clerk (unless other evidence in respect thereof be herein specifically prescribed); and any resolution of the Corporate Authorities may be evidenced to the Trustee by a copy thereof certified by the Village Clerk under the Village seal;

(c) The Trustee may consult with reputable counsel (who may but need not be counsel for the Village) and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel;

(d) Whenever in the administration of the trusts under this Indenture, the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of negligence or bad faith on the part of the Trustee, be deemed to be conclusively proved and established by a certificate of the Village; and such certificate of the Village shall, in the absence of negligence or bad faith on the part of the Trustee, be full warranty to the Trustee for any action taken or suffered by it under the provisions of this Indenture upon the faith thereof.

Section 10.4. Trustee not Responsible for Recitals and Other Matters. The Trustee shall not be responsible in any manner whatsoever for the correctness of the recitals herein or in the Series 2016 Bonds (except the Trustee's certificate of authentication thereon), all of which are made by the Village solely; and the Trustee shall not be responsible or accountable in any manner whatsoever for or with respect to the validity or execution or sufficiency of this Indenture, or of any indenture supplemental hereto, or of the Bond Ordinance or the Series 2016 Bonds, or the sufficiency of the taxes levied to pay the principal of and interest on the Series 2016 Bonds, or for the security afforded hereby or for the validity of any securities at any time held hereunder, and the Trustee makes no representation with respect thereto. The Trustee shall not be accountable for the use or application by the Village of the proceeds of any Series 2016 Bonds authenticated and delivered hereunder, or for the use or application of any moneys paid over by the Trustee in accordance with any provision of this Indenture.

The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Series 2016 Bonds, except for any information provided by the Trustee, and shall have no responsibility for compliance with any state or federal securities laws in connection with the Series 2016 Bonds. Notwithstanding the effective date of this Indenture or anything to the contrary in this Indenture, the Trustee shall have no liability or responsibility for any act or event relating to this Indenture which occurs prior to the date the Trustee formally executes this Indenture and commences acting as Trustee hereunder.

Section 10.5. Trustee May Acquire Series 2016 Bonds. The Trustee and its officers and directors may acquire and hold, or become the pledgee of, Series 2016 Bonds and may otherwise deal with the Village in the manner and to the same extent and with like effect as though it were not Trustee hereunder.

Section 10.6. Qualification of Trustee. There shall at all times be a Trustee hereunder which shall be a corporation organized and doing business under the laws of the United States or any state thereof, authorized under such laws to exercise corporate trust powers, having a combined capital, surplus and undivided profits of at least \$25,000,000, and subject to supervision or examination by federal or state authority. If such corporation publishes reports of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this paragraph the combined capital, surplus and undivided profits of such corporation shall be deemed to be its combined capital, surplus and undivided profits as set forth in its most recent report of condition so published. In case at any time the Trustee shall cease to be eligible in accordance with the provisions of this paragraph, the Trustee shall resign immediately in the manner and with the effect specified in Section 10.7.

Section 10.7. Resignation or Removal of Trustee and Appointment of Successor.

(a) The Trustee may at any time resign by giving written notice to the Village, the Bond Insurer and the Bondholders by first class mail to the names and addresses shown on the list maintained by the Bond Registrar. Upon receiving such notice of resignation, the Village shall promptly appoint a successor Trustee by an instrument in writing executed by order of the Village. If no successor Trustee shall have been so appointed and have accepted appointment within 30 days after the giving of such notice of resignation, the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee, or any Bondholder who has been a bona fide holder of a Series 2016 Bond or Series 2016 Bonds for at least six months may, on behalf of himself and all others similarly situated, petition any such court for the appointment of a successor Trustee. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, appoint a successor Trustee.

(b) In case at any time any of the following shall occur:

(i) The Trustee shall cease to be eligible in accordance with the provisions of Section 10.6 and shall fail to resign after written request therefor by the Village, by the Bond Insurer or any Bondholder who has been a bona fide holder of a Series 2016 Bond or Series 2016 Bonds for at least six months and the Bond Insurer, or

(ii) The Trustee shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or a receiver of the Trustee or of its property shall be appointed, or any public officer shall take charge or control of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation,

then, in any such case, the Village may remove the Trustee and appoint a successor Trustee by an instrument in writing executed by order of the Village or any Bondholder may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, remove the Trustee and appoint a successor Trustee.

(c) The Bond Insurer or, if the Bond Insurer has defaulted on any payments required by the Bond Insurance Policy, the holders of a majority in aggregate principal amount of all the Series 2016 Bonds at the time outstanding may, at any time, remove the Trustee and appoint a successor Trustee with the prior written consent of the Village, by an instrument or concurrent instruments in writing signed by such Bondholders. Such successor Trustee shall be a corporation authorized under applicable laws to exercise corporate trust powers, may be incorporated under the laws of the United States or of any State within the United States. Such successor Trustee shall satisfy the minimum combined capital, surplus and undivided profits requirement set forth in Section 10.6.

(d) The Village, subject to the approval of the holders of a majority in aggregate principal amount of all the Series 2016 Bonds at the time outstanding, may at any time remove the Trustee and appoint a successor Trustee by an instrument in writing signed by the Village and accompanied by an instrument or concurrent instruments in writing signed by such Bondholders approving such removal and appointment.

(e) Any resignation or removal of the Trustee and appointment of a successor Trustee pursuant to any of the provisions of this Section 10.7 shall become effective upon acceptance of appointment by the successor Trustee as provided in Section 10.8.

Section 10.8. Concerning the Successor Trustee. Any successor Trustee appointed as provided in Section 10.7 shall execute, acknowledge and deliver to the Village and to its predecessor Trustee an instrument accepting such appointment hereunder, and thereupon the resignation or removal of the predecessor Trustee shall become effective and such successor Trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts, duties and obligations of its predecessor in the trusts hereunder, with like effect as if originally named as Trustee herein; but nevertheless on the written request of the Village or the request of the successor Trustee, the Trustee ceasing to act shall execute and deliver an instrument transferring to such successor Trustee, upon the trusts herein expressed, all the rights, powers and trusts of the Trustee so ceasing to act. Upon request of any such successor Trustee, the Village shall execute any and all instruments in writing more fully and certainly vesting in and confirming to such successor Trustee all such rights, powers and duties. Any Trustee ceasing to act shall nevertheless be entitled to receive the amounts due it as compensation, reimbursement, expenses and indemnity afforded to it by this Article X.

No successor Trustee shall accept appointment as provided in this Section 10.8 unless at the time of such acceptance such successor Trustee shall be eligible under the provisions of Section 10.6.

Upon the acceptance of appointment by a successor Trustee as provided in this Section 10.8, the Village shall mail a copy of such notice to the Bond Insurer and each person whose name appears as an owner of Series 2016 Bonds on the list maintained by the Bond Registrar. If the Village fails to mail such notice within 10 days after acceptance of appointment by the successor Trustee, the successor Trustee shall cause such notice to be mailed at the expense of the Village.

Section 10.9. [Reserved].

Section 10.10. Monthly Statements. The Trustee shall provide the Purchaser, the Consultant and the Village with a monthly statement, commencing on January 1, 2017, itemizing all moneys received by it and all payments made by it under this Indenture during the preceding monthly period.

The Trustee shall provide to the Purchaser, the Consultant and the Village, or their designees, such information relating to the Series 2016 Bonds and the Funds and Accounts maintained by the Trustee under this Indenture as the Purchaser and the Village shall reasonably request, including but not limited to monthly statements reporting funds held and transactions by the Trustee described above. The Trustee shall also provide to the Bond Insurer and each Beneficial Owner owning at least \$1,000,000 in aggregate principal amount of the Bonds upon written request the following:

- (a) Copies of all notices given by the Trustee to, or requests for consent requested by the Trustee from, the Bondholders;
- (b) Notices or reports given by the Village to the Trustee pursuant to this Indenture, including items to be delivered pursuant to Section 8.5 of this Indenture;
- (c) Any notice required to be given to the Beneficial Owners under this Indenture;
- (d) Copies of all amendments and supplements to this Indenture; and
- (e) The name and telephone number of the officer of the Trustee who will provide information required to be delivered pursuant to this Section 10.9, if different than the name and telephone number set forth in Section 12.2 hereof.

Section 10.11. Merger, Consolidation, or Succession to Business. Any corporation or association into which the Trustee may be merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger, conversion or consolidation to which the Trustee shall be a party, or any corporation or association to which all or substantially all of the corporate trust business of the Trustee may be sold or otherwise transferred, shall be the successor trustee hereunder without any further act.

## **ARTICLE XI**

### **SUPPLEMENTAL INDENTURES**

Section 11.1. Supplemental Indentures Not Requiring Consent of Bondholders. The Village by the Corporate Authorities, and the Trustee from time to time and at any time, subject to the conditions and restrictions in this Indenture contained, and upon receipt of the prior written consent of the Bond Insurer, may pass and accept an indenture or indentures supplemental hereto, which indenture or indentures thereafter shall form a part hereof, for any one or more of the following purposes:

- (a) To add to the covenants and agreements of the Village in this Indenture contained, other covenants and agreements thereafter to be observed or to surrender, restrict or limit any right or power herein reserved to or conferred upon the Village;

(b) To grant to or confer upon the Trustee for the benefit of the owners of the Series 2016 Bonds any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the owners or the Trustee;

(c) To modify, amend or supplement this Indenture in such manner as to permit, if presented, the qualification of this Indenture under the Trust Indenture Act of 1939 or any similar federal statute then in effect or under any state blue sky law; and

(d) To surrender any right, power or privilege reserved to or conferred upon the Village by the terms of this Indenture, provided that the surrender of such right, power or privilege is not contrary to or inconsistent with the covenants and agreements of the Village contained in this Indenture.

Any supplemental indenture authorized by the provisions of this Section 11.1 may be executed by the Village, by the Corporate Authorities, and by the Trustee without the consent of the registered owners of any of the Series 2016 Bonds at the time outstanding, but only upon receipt of an opinion of bond counsel if requested pursuant to the provisions of Section 11.6, notwithstanding any of the provisions of Section 11.2, but the Trustee shall not be obligated to accept any provision of such supplemental indenture to the extent that it affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

Section 11.2. Supplemental Indentures Requiring Consent of Bondholders. With the consent (evidenced as provided herein) of the Bond Insurer or the registered owners of not less than a majority in aggregate principal amount of the Series 2016 Bonds and the Bond Insurer, respectively, at the time outstanding, but only upon receipt of an opinion of bond counsel if requested pursuant to the provisions of Section 11.6, the Village, by the Corporate Authorities may pass, and the Trustee may accept from time to time and at any time an indenture or indentures supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this indenture or of any supplemental indenture; provided that no such modification or amendment shall extend the maturity or reduce the principal of or the interest rate on or otherwise alter or impair the obligation of the Village to pay the principal, interest or redemption premium, if any, at the time and place and at the rate and in the currency provided therein of any Series 2016 Bond without the express consent of the Bond Insurer and the registered owner of such Series 2016 Bond or permit the creation of a preference or priority of any Series 2016 Bond or Series 2016 Bonds over any other Series 2016 Bond or Series 2016 Bonds or the rights of the Bond Insurer or reduce the percentage of Series 2016 Bonds, respectively, required for the affirmative vote or written consent to an amendment or modification, or deprive the registered owners of the Series 2016 Bonds, respectively, (except as aforesaid) of the right to payment of the Series 2016 Bonds, respectively, from the Special Taxes and the Foreclosure Proceeds without the consent of the registered owners of all the Series 2016 Bonds (as the case may be) then outstanding. Upon receipt by the Trustee of a certified copy of such Indenture and upon the filing with the Trustee of evidence of the consent of Bondholders and the Bond Insurer as aforesaid, the Trustee shall accept such supplemental indenture, but the Trustee shall not be obligated to accept any provision of such supplemental indenture to the extent that it affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

It shall not be necessary for the consent of the Bondholders under this paragraph to approve the particular form of any proposed supplemental indenture, but it shall be sufficient if such consent shall approve the substance thereof.

Promptly after the passage by the Village and the acceptance by the Trustee of any supplemental indenture pertaining to the Series 2016 Bonds pursuant to the provisions of this paragraph, the Village shall publish a notice, setting forth in general terms the substance of such supplemental indenture, at least once in a financial newspaper or journal printed in the English language, customarily published on each business day and of general circulation among dealers in municipal securities in the City of New York, New York. If, because of temporary or permanent suspension of the publication or general circulation of any financial newspaper or journal or for any other reason it is impossible or impractical to publish such notice of supplemental indenture in the manner herein provided, then such publication in lieu thereof as shall be made with the approval of the Trustee shall constitute sufficient publication of notice. Any failure of the Village to give such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such supplemental indenture.

Section 11.3. Supplemental Indenture to Modify this Indenture. Upon the execution of any supplemental indenture pursuant to the provisions of this Article XI, and upon receipt of the opinion of bond counsel if required by the provisions of Section 11.6, this Indenture shall be modified and amended in accordance therewith and the respective rights, duties and obligations under this Indenture of the Village, the Trustee and all registered owners of Series 2016 Bonds, respectively, outstanding thereunder shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendments, and all the terms and conditions of any such supplemental indenture shall be and be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

Section 11.4. Trustee May Rely Upon Opinion of Counsel Re: Supplemental Indenture. The Trustee may receive an opinion of counsel as conclusive evidence that any supplemental indenture executed pursuant to the provisions of this Article XI complies with the requirements of this Article XI.

Section 11.5. Notation. Series 2016 Bonds authenticated and delivered after the execution of any supplemental indenture pursuant to the provisions of this Article XI may bear a notation, in form approved by the Trustee, as to any matter provided for in such supplemental indenture, and if such supplemental indenture shall so provide, new Series 2016 Bonds, so modified as to conform, in the opinion of the Trustee and the Corporate Authorities, to any modification of this Indenture contained in any such supplemental indenture, may be prepared by the Village, authenticated by the Trustee and delivered without cost to the registered owners of the Series 2016 Bonds then outstanding, upon surrender for cancellation of such Series 2016 Bonds in equal aggregate principal amounts.

Section 11.6. Opinion of Counsel. Prior to the adoption of a supplemental indenture executed pursuant to the provisions of this Article XI the Trustee shall give written notice by mail to the Bond Insurer, and the registered owners of all Series 2016 Bonds Outstanding at the addresses as set forth in the Register of the Series 2016 Bonds held by the Bond Registrar and the Bond Insurer of the substance of the proposed supplemental indenture. If within 10 days of

the Trustee's mailing such notice any registered owner of the Series 2016 Bonds or the Bond Insurer requests that an opinion of bond counsel be delivered to the effect that such supplemental indenture will not adversely affect the exclusion from gross income of interest on the Series 2016 Bonds for federal income tax purposes, such supplemental indenture shall not become effective until such opinion has been delivered to the Trustee.

## **ARTICLE XII**

### **DEFEASANCE**

#### Section 12.1. Defeasance.

(a) If the Village shall pay or cause to be paid, or there shall otherwise be paid, to the Bondholders of all Series 2016 Bonds the principal or redemption price, if applicable, and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Indenture, then the pledge of the Trust Estate, and all covenants, agreements and other obligations of the Village to the Bondholders, shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Trustee shall cause an accounting for such period or periods as shall be requested by the Village to be prepared and filed with the Village and, upon the request of the Village, shall execute and deliver to the Village all such instruments as may be desirable to evidence such discharge and satisfaction, and the Trustee shall pay over or deliver to the Village all moneys or securities held pursuant to this Indenture which are not required for the payment of principal or redemption price, if applicable, of and interest on the Series 2016 Bonds. If the Village shall pay or cause to be paid, or there shall otherwise be paid, to the Bondholders of all Outstanding Series 2016 Bonds of a particular series or maturity within a series the principal or redemption price and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Indenture, such Series 2016 Bonds shall cease to be entitled to any lien, benefit or security under this Indenture, and all covenants, agreements and obligations of the Village to the Bondholders of such Series 2016 Bonds shall thereupon cease, terminate and become void and be discharged and satisfied.

(b) Series 2016 Bonds or interest installments for the payment or redemption of which moneys shall have been set aside and shall be held in trust by the Trustee (through deposit by the Village of funds for such payment or redemption or otherwise) at the maturity or redemption date thereof shall be deemed to have been paid within the meaning and with the effect expressed in subsection (a) of this Section 12.1. In addition, any Outstanding Series 2016 Bonds shall, prior to the maturity or redemption date thereof, be deemed to have been paid within the meaning and with the effect expressed in subsection (a) of this Section 12.1 upon compliance with the provisions of subsection (c) of this Section 12.1.

(c) Subject to the provisions of subsection (d) of this Section 12.1, any Outstanding Series 2016 Bonds shall, prior to the maturity or redemption date thereof, be deemed to have been paid within the meaning and with the effect expressed in subsection (a) of this Section 12.1 if:

(i) in case any of said Series 2016 Bonds are to be redeemed on any date prior to their maturity, the Village shall have given to the Trustee irrevocable instructions

accepted in writing by the Trustee to give as provided in Section 4.5 notice of redemption of such Series 2016 Bonds on said date;

(ii) there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient or Defeasance Securities, the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Trustee at the same time, shall be sufficient, to pay when due the principal or redemption price, if applicable, and interest due and to become due on said Series 2016 Bonds on or prior to the redemption date or maturity date thereof, as the case may be (no forward delivery agreements, hedge, investment agreement, purchase and resale agreements or par put agreements may be used with respect to the investment of any funds or securities defeasing the Series 2016 Bonds without the prior written consent of the Bond Insurer);

(iii) there shall have been delivered a verification report by a verifier acceptable to the Bond Insurer which shall be in form and substances satisfactory to the Bond Insurer that verifies the sufficiency of the funds and/or securities deposited with the Trustee for the payment, when due, of the principal or redemption price, if applicable, and interest due and to become due on said Series 2016 Bonds on or prior to the redemption date or maturity date thereof, as the case may be;

(iv) an opinion of bond counsel shall be rendered to the Village and the Bond Insurer to the effect that all of the requirements of this Indenture for defeasance of the Series 2016 Bonds have been met; and

(v) in the event said Series 2016 Bonds do not mature, are not by their terms subject to redemption or, under the plan of refunding applicable thereto, are not to be redeemed, in each case, within the next succeeding ninety (90) days, the Village shall have given the Trustee in form satisfactory to it irrevocable instructions to give, as soon as practicable, by first-class mail, postage prepaid, to the owners of such Series 2016 Bonds at their last addresses appearing on the books of the Village kept at the office of the Bond Registrar a notice that the deposit required by (ii) above has been made with the Trustee and that said Bonds are deemed to have been paid in accordance with this Section 12.1 and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal or redemption price, if applicable, on said Series 2016 Bonds.

(d) Anything in this Indenture to the contrary notwithstanding, any moneys held in trust for the payment and discharge of any of the Series 2016 Bonds which remain unclaimed for one year after the date when such Series 2016 Bonds have become due and payable, either at their stated maturity dates or by call for earlier redemption shall be repaid to the Village, as its absolute property and free from trust, and the Trustee shall thereupon be released and discharged, with respect thereto and the Bondholders shall look only to the Village for the payment of such Bonds; provided, however, that before being required to make any such payment to the Village, the Trustee shall, at the expense of the Village, (i) give to the owners of such Bonds as to which any moneys remain unclaimed, by first class mail, postage prepaid, at the last address of such owners appearing on the books of the Village kept at the office of the Bond Registrar and

(ii) cause to be published one time in an Authorized Newspaper, a notice that said moneys remain unclaimed and that, after a date named in said notice, which date shall be not less than thirty (30) days after the date of the publication of such notice, the balance of such moneys then unclaimed will be returned to the Village.

(e) Upon the payment or defeasance of all outstanding Series 2016 Bonds as provided in this Article XII, and provided no refunding bonds are outstanding which are secured by the Special Taxes, the Trustee and the Village shall execute a Satisfaction of Tax Lien substantially in the form of Exhibit C hereto for all Parcels for which a satisfaction of tax lien has not previously been delivered and the Village shall file or cause to be filed such Satisfaction of Tax Lien with the Recorder of Deeds of Lake County, Illinois.

## ARTICLE XIII

### MISCELLANEOUS

Section 13.1. Severability. If any provision of this Indenture shall be held or deemed to be illegal, inoperative or unenforceable under applicable law or interpreted in such manner as to be prohibited by or be held invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Indenture.

Section 13.2. Notices. Except as otherwise provided in this Indenture, all notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when personally delivered or mailed by certified mail, postage prepaid, or when sent by telecopy (receipt confirmed by telephone) or telegram, addressed as follows:

If to the Village:

Village of Round Lake  
442 North Cedar Lake Road  
Round Lake, Illinois 60073  
Attention: Village Treasurer  
Telephone 847-546-5400  
Telecopier: 847-546-5405

If to the Trustee:

Amalgamated Bank of Chicago  
30 North LaSalle, 38th Floor  
Chicago, Illinois 60602  
Attention: Corporate Trust Services  
Telephone: (312) 822-8505  
Telecopier: (312) 267-8783

If to the Purchaser:

Bernardi Securities, Inc.  
20 South Clark Street, Suite 2700  
Chicago, Illinois 60603  
Attention: Robert Vail  
Telephone: (312) 281-2014  
Telecopier: (312) 574-1934

If to the Bond Insurer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: General Counsel  
Telephone: ( ) -  
Telecopier: ( ) -

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: Risk Management Department –  
Public Finance Surveillance  
Policy No. : \_\_\_\_\_

Section 13.3. Holidays. If any date for the payment of an amount hereunder or the taking of any other action required or permitted to be taken hereunder, is not a Business Day, then such payment shall be due, or such action shall or may be taken, as the case may be, on the first Business Day thereafter with the same force and effect as if done on the nominal date provided in this Indenture.

Section 13.4. Execution of Counterparts. This Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.5. Applicable Law. This Indenture shall be governed by and construed in accordance with the internal laws of the State.

Section 13.6. Immunity of Officers, Employees, Elected Officials of Village. No recourse shall be had for the payment of the principal of or premium, if any, or interest on any of the Series 2016 Bonds or for any claim based thereon or upon any obligation, covenant or agreement contained in this Indenture or any agreement supplemental hereto, against any past, present or future president, trustee or other officer, director, member, employee, attorney or agent of the Village, or any incorporator, officer, director, member, trustee, employee or agent of any successor corporation or body politic, as such, either directly or through the Village or any successor corporation or body politic, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporators, officers, directors, trustees, members, employees or agents, as such, is hereby expressly waived and released as a condition of and consideration for the execution of this Indenture and the issuance of any of the Series 2016 Bonds.

IN WITNESS WHEREOF, the Village of Round Lake, Illinois has caused these presents to be signed in its name and on its behalf by its Village President and its corporate seal to be hereunto affixed and attested by its Village Clerk and to evidence its acceptance of the trusts hereby created Amalgamated Bank of Chicago has caused these presents to be signed in its name and on its behalf by its Authorized Officer, its official seal to be hereunto affixed and the same to be attested by its Authorized Officer, all as of the day and year first above written.

VILLAGE OF ROUND LAKE, ILLINOIS

By: \_\_\_\_\_  
Village President

[SEAL]

Attest:

By: \_\_\_\_\_  
Village Clerk

AMALGAMATED BANK OF CHICAGO,  
as Trustee

By: \_\_\_\_\_  
Authorized Officer

[SEAL]

Attest:

By: \_\_\_\_\_  
Authorized Officer

## EXHIBIT A

### VILLAGE OF ROUND LAKE

#### LAKWOOD GROVE SPECIAL SERVICE AREA NUMBER ONE

The West Half of Lot 1 of the Northeast Quarter of Section 5, the West Half of the Southeast Quarter of Section 5, the Southwest Quarter of Section 5, also the Northeast Quarter of the Northwest Quarter of Section 8 (except that part of said Section 5 and Section 8 lying westerly and southerly of a line described as follows: Beginning at the South Quarter corner of said Section 5, also being the North Quarter corner of said Section 8; thence South 89 degrees 44 minutes 04 seconds West, along an assumed bearing, being the south line of said Section 5, also being the north line of said Northeast Quarter of the Northwest Quarter of Section 8, a distance of 575.78 feet to the boundary line of a tract of land conveyed to Paul B. Hertel from John J. Hertel and Laura M. Hertel by Deed recorded July 8, 1954 as Document No. 829704; thence South 11 degrees 20 minutes 49 seconds West along the last described line, 144.15 feet to the north line of State Route 60, being 40.00 feet north of and parallel with the centerline of said State Route 60, according to the plat thereof recorded September 11, 1932 as Document No. 394177; thence Northwesterly 332.24 feet-along an arc of a circle, to the left, non-tangent to the last described line, having a radius of 2904.93 feet, whose chord bears North 75 degrees 22 minutes 35 seconds West, 332.06 feet to a point of tangency; thence North 78 degrees 39 minutes 11 seconds East, along said north line, 320.10 feet; thence North 00 degrees 24 minutes 00 seconds West, 883.81 feet to the arc of a circle; thence westerly 128.41 feet along said arc, to the right, non-tangent to the last described line, having a radius 550.00 feet and whose chord bears North 89 degrees 01 minutes 46 seconds West, 128.12 feet to a point of tangency; thence North 82 degrees 20 minutes 28 seconds West, 171.31 feet to the arc of a circle; thence Westerly 237.32 feet along an arc of a circle, to the left, tangent to the last described line, having a radius of 1955.00 feet and whose chord bears North 85 degrees 49 minutes 07 seconds West, 237.17 feet point of compound curvature; thence Southwesterly 79.74 feet along said arc, to the left, tangent to the last described curve, having a radius of 50.00 feet and whose chord bears South 45 degrees 01 minutes 06 seconds West, 71.55 feet to a line being 820 feet east of and parallel with the west line of said Section 5; thence North 00 degrees 40 minutes 02 seconds West, along the last described line, 1770.77 feet to a point on the north line of the aforementioned Southwest Quarter of Section 5, being South 89 degrees 37 minutes 07 seconds West of the Center of said Section 5, 1745.27 feet distant and thereby terminating;

Also except that part of said West Half of the Southeast Quarter and said Southwest Quarter of Section 5, lying easterly and southerly of a line described as follows: Beginning at the South Quarter Corner of said Section 5; thence South 89 degrees 44 minutes 04 seconds West along an assumed bearing, being the south line of Section 5, a distance of 55.86 feet to a Point of Beginning of the line herein described; thence North 07 degrees 37 minutes 54 seconds West, 379.32 feet; thence North 01 degrees 45 minutes 37 seconds West, 685.72 feet; thence North 19 degrees 03 minutes 52 seconds West, 134.87 feet; thence South 80 degrees 53 minutes 50 seconds East, 540.86 feet; thence North 72, degrees 30 minutes 43 seconds East, 654.42 feet; thence North 45 degrees 56 minutes 34 seconds East 337.85 feet to a point on the east line of the aforementioned Northwest Quarter of the Southeast Quarter of Section 5, being North 01 degrees

47 minutes 13 seconds West, of the Southeast Quarter of said Section 5, 1518.03 feet distant and thereby terminating;

Also except that part of said West Half of the Southeast Quarter of Section 5, described as follows: Commencing at the South Quarter Corner of said Section 5; thence South 89 degrees 44 minutes 04 seconds West along an assumed bearing, being the south line of Section 5, a distance of 55.86 feet; thence North 07 degrees 37 minutes 54 seconds West, 379.32 feet; thence North 01 degrees 45 minutes 37 seconds West, 685.72 feet; thence North 19 degrees 03 minutes 52 seconds West, 134.87 feet; thence North 63 degrees 02 minutes 34 seconds West, 430.68 feet to a Point of Beginning; thence South 26 degrees 57 minutes 26 seconds West, 125.00 feet; thence North 63 degrees 02 minutes 34 seconds West, 254.05 feet; thence North 26 degrees 57 minutes 26 seconds East, 14.19 feet to the arc of a circle; thence Northeasterly 457.80 feet along said arc, to the right, tangent to the last described line, having a radius of 797.00 feet and whose chord bears North 43 degrees 24 minutes 45 seconds East, 451.53 feet; thence South 26 degrees 22 minutes 55 seconds East, 253.23 feet; thence South 69 degrees 51 minutes 19 seconds West, 113.10 feet; thence South 26 degrees 57 minutes 26 seconds West, 88.18 feet to the Point of Beginning); all in Township 44 North, Range 10 East of the Third Principal Meridian, in Lake County, Illinois.

### **LAKWOOD GROVE SPECIAL SERVICE AREA NUMBER THREE**

That part of the Southwest Quarter Of Section 5, Township 44 North, Range 10 East of the Third Principal Meridian, which lies 60.00 feet southwesterly of and parallel with the centerline south of State Route No. 60 (McHenry Road, so-called), according to the Plat Of Dedication for Public Highway recorded September 11, 1933 as Document No. 394176, also the North Half of the Northwest Quarter of Section 8, Township 44 North, Range 10 East of the Third Principal Meridian, which lies 60.00 feet southwesterly of and parallel with the centerline south of said State Route No. 60 (McHenry Road, so-called) and lying northwesterly of northerly line of the land conveyed to the Commonwealth Edison Company by Document No. 1093026, all in Lake County, Illinois.

Containing 2,069,786 sq. ft. (47.516 ac.) of land, more or less.

### **LAKWOOD GROVE SPECIAL SERVICE AREA NUMBER FOUR**

That part of the Northeast Quarter of Section 8, Township 44 North, Range 10 East of the Third Principal Meridian, lying south of the State Route 60 (McHenry Road, so-called), according to the Plat Of Dedication for Public Highway recorded September 11, 1933 as Document No. 394176 and 394177, further described as being south of the following described line: Commencing at the Southwest Corner of said Northeast Quarter; thence North 00 degrees 15 minutes 55 seconds East, along the west line thereof, 587.43 feet to the point of beginning; thence North 60 degrees 06 minutes 27 seconds East, 592.47 feet; thence North 85 degrees 47 minutes 19 seconds East, 120.83 feet; thence South 75 degrees 22 minutes 18 seconds East, 119.52 feet; thence South 61 degrees 55 minutes 20 seconds East, 99.71 feet; thence South 60 degrees 37 minutes 14 seconds East, 178.00 feet; thence South 68 degrees 40 minutes 27 seconds East, 77.72 feet; thence South 81 degrees 24 minutes 53 seconds East, 77.88 feet; thence South 88 degrees 20 minutes 50 seconds East, 578.48 feet; thence South 72 degrees 00 minutes 23

seconds East, 35.17 feet; thence South 76 degrees 26 minutes 47 seconds East, 36.67 feet to a point on a curve; thence northeasterly 197.35 feet along said curve, to the right, non-tangent to the last described line, having a radius of 450.00 feet, whose chord bears North 20 degrees 47 minutes 18 seconds East, 195.77 feet to a point of tangency; thence North 33 degrees 21 minutes 15 seconds East, 74.20 feet to a point on a curve being 60.00 feet southwesterly of and parallel with the centerline of said Route 60; thence southeasterly 100.00 feet along said curve, to the right, non-tangent to the last described line, having a radius of 8125.16 feet, whose chord bears South 56 degrees 38 minutes 45 seconds East, 100.00 feet; thence South 33 degrees 21. minutes 15 seconds West, 88.00 feet to a point of curvature; thence Southwesterly 50.33 feet along a curve to the right, tangent to the last described line, having a radius of 450.00 feet, whose chord bears South 30 degrees 09 minutes 00 seconds West, 50.30 feet; thence South 83 degrees 00 minutes 51 seconds East, 192.36 feet; thence South 76 degrees 12 minutes 21 seconds East, 135.26 feet to the aforementioned curve being 60.00 feet southwesterly of and parallel with the centerline of Route 60; thence southeasterly 408.77 feet along said curve, to the right, non-tangent to the last described line, having a radius of 8125.16 feet, whose chord bears South 52 degrees 43 minutes 02 seconds East, 408.73 feet to the east line of the Northeast Quarter of said Section 8, and thereby terminating, in Lake County, Illinois.

ALSO:

The Southeast Quarter of Section 8, Township 44 North, Range 10, East of the Third Principal Meridian, excluding therefrom the following described property: that part of the Southeast Quarter of Section 8, Township 44 North, Range 10, East of the Third Principal Meridian lying south of a line being 33 north of and parallel with the centerline of Chardon Road described as follows: beginning at the Southeast corner of said Southeast Quarter of Section 8; thence North 89 degrees 22 minutes 28 seconds West along the South line of said Southeast Quarter, 2,563.60 feet to the Southwest corner of said Southeast Quarter; thence North 00 degrees 15 minutes 55 seconds East along the West line of said Southeast Quarter, 1,757.48 feet to said centerline of Chardon Road; thence South 71 degrees 12 minutes 30 seconds East along said centerline 342.59 feet to a point of curvature; thence easterly 244.91 feet along said curve to the left, having a radius of 346.23 feet, whose chord bears North 88 degrees 31 minutes 40 seconds East, 239.83 feet to a point of tangency; thence North 68 degrees 15 minutes 49 seconds East along said centerline 2,041.74 feet to a point of curvature; thence easterly 105.27 feet along said curve to the right, having a radius of 407.89 feet, whose chord bears North 75 degrees 39 minutes 27 seconds East, 104.98 feet to a point on the east line of said Southeast Quarter of Section 8; thence South 00 degrees 10 minutes 03 seconds West along said east line, 2,407.42 feet to the point of beginning, all in Lake County, Illinois.

Containing 3,573,016 sq. ft. (82.025 ac.) of land, more or less.

**EXHIBIT B**

[Assured Guaranty Corp. (“Assured Guaranty”), a Maryland-domiciled insurance company, has delivered its financial guaranty insurance policy (the “Policy”) with respect to the scheduled payments of principal of and interest on this bond to Amalgamated Bank of Chicago, as paying agent on behalf of the holders of the Bonds (the “Trustee”). Such policy is on file and available for inspection at the principal office of the Trustee and a copy thereof may be obtained from Assured Guaranty or the Trustee. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. The owner of this bond acknowledges and consents to the subrogation rights of Assured Guaranty as more fully set forth in the Policy.]

UNITED STATES OF AMERICA

STATE OF ILLINOIS

COUNTY OF LAKE

VILLAGE OF ROUND LAKE

LAKWOOD GROVE SPECIAL SERVICE AREAS NUMBERS ONE, THREE AND FOUR  
SPECIAL TAX REFUNDING BOND  
SERIES 2016

Bond No. \_\_\_\_\_ Principal Amount: \$ \_\_\_\_\_  
Date of Bond: \_\_\_\_\_, 2016 Interest Rate: \_\_\_\_\_%  
CUSIP: \_\_\_\_\_ Date of Maturity: March 1, 20\_\_

Registered Owner: Cede & Co.

Principal Amount:

The Village of Round Lake, Lake County, Illinois (the “Village”), for value received, promises to pay to the Registered Owner specified above or registered assigns, upon presentation and surrender of this bond at the office of Amalgamated Bank of Chicago, Chicago, Illinois, as Trustee (the “Trustee”) the Principal Amount of this bond specified above on the Date of Maturity specified above and to pay the Registered Owner of this bond interest on that sum at the Interest Rate per year specified above from the Date of Bond specified above to the Date of Maturity specified above, payable semiannually on March 1 and September 1, with the first interest payment date being March 1, 2017. Interest shall be computed on the basis of a 360-day year of twelve 30-days months. Interest on this bond shall be payable on each interest payment date by check or draft of the Trustee mailed to the person in whose name this bond is registered at the close of business on the 15th day of the month preceding such interest payment date. During such time as this bond is registered so as to participate in a securities depository system with The Depository Trust Company (“DTC”), principal of and interest on this Bond shall be payable by wire transfer pursuant to instructions from DTC. The principal of, interest on and redemption premium on this bond are payable in lawful money of the United States of America. No interest shall accrue on this bond after its Date of Maturity unless this bond shall have been presented for payment at maturity and shall not then have been paid.

This bond is one of an authorized issue of bonds in the aggregate principal amount of \$\_\_\_\_\_. This bond and the issue of which it is a part (together, the “Series 2016 Bonds”) are issued pursuant to the provisions of the “Special Service Area Tax Law,” 35 ILCS §200/27-5 et seq., as amended, and the provisions of the Local Government Debt Reform Act, 30 ILCS §350/1 et seq., as amended, and the principal of and interest on the Series 2016 Bonds are payable from special taxes designated as Special Taxes (the “Special Taxes”) levied on all taxable real property within the Village of Round Lake Lakewood Grove Special Service Areas Numbers One, Three and Four (the “Special Service Areas”) pursuant to applicable Special Tax Rolls.

The Series 2016 Bonds are being issued to current refund a portion of the Village’s Lakewood Grove Special Service Area Number One, Special Tax Refunding Bonds, Series 2007, Lakewood Grove Special Service Area Number Three, Special Tax Refunding Bonds, Series 2007 and Lakewood Grove Special Service Area Number Four, Special Tax Refunding Bonds, Series 2007 (collectively, the “Prior Bonds”), funding certain reserves and paying costs of issuance incurred in connection with the issuance of the Series 2016 Bonds and the refunding of the Prior Bonds, all as more fully described in an ordinance adopted by the President and Board of Trustees of the Village on November \_\_, 2016, as supplemented by a Bond Order executed pursuant thereto (the “Bond Ordinance”) and a Trust Indenture dated as of December 1, 2016 between the Village and the Trustee (the “Indenture”), to all the provisions of which the holder by the acceptance of this bond assents. Terms not otherwise defined herein shall have the meanings ascribed to such terms in the Indenture. The Series 2016 Bonds, together with the interest thereon, are limited obligations of the Village, payable solely from the collection of the Special Taxes and other moneys deposited in certain Funds and Accounts established pursuant to the Indenture. For the prompt payment of the principal of and interest on this bond the Special Taxes are hereby irrevocably pledged. **THE SERIES 2016 BONDS DO NOT CONSTITUTE GENERAL OBLIGATIONS OF THE VILLAGE AND NEITHER THE FULL FAITH AND CREDIT NOR THE UNLIMITED TAXING POWER OF THE VILLAGE SHALL BE PLEDGED AS SECURITY FOR THE PAYMENT OF THE BONDS.**

The Series 2016 Bonds maturing March 1, 2033, are subject to mandatory sinking fund redemption and final payment at a price of par plus accrued interest, without premium, on March 1, of the years and in the amounts as follows:

<u>Year</u>	<u>Amount</u>
2029	
2030	
2031	
2032	
2033	

The Village covenants that it will redeem the Series 2016 Bonds pursuant to the mandatory sinking fund redemption requirements for the Series 2016 Bonds.

The Series 2016 Bonds maturing on or after March 1, 2028 are also subject to optional redemption prior to maturity at the option of the Village, in whole or in part, on any date on or

after March 1, 2027, at a redemption price of par plus accrued and unpaid interest to the date of redemption.

Any optional redemption of Series 2016 Bonds shall be applied to the extent possible, to reduce pro rata the amount of Series 2016 Bonds maturing in each year and required to be redeemed by mandatory sinking fund redemption pursuant to the Indenture, and so as to maintain the proportion of principal maturing or subject to mandatory sinking fund redemption in each year to the total original principal amount of Series 2016 Bonds.

Pursuant to Section 4.3 of the Indenture, the Series 2016 Bonds are subject to mandatory redemption on any Interest Payment Date, in part, at a redemption price equal to the principal amount to be redeemed, plus accrued and unpaid interest to the date of redemption, without premium, from amounts in the Special Redemption Account of the Bond and Interest Fund consisting of the proceeds received by the Village in connection with a condemnation of any of the Special Services or any other property dedicated to, or owned by, the Village within the Special Service Areas and allocable to the Series 2016 Bonds as determined by the Consultant and which proceeds are not used by the Village to rebuild the Special Services.

Any mandatory redemption of the Series 2016 Bonds pursuant to Indenture Section 4.3 shall be applied, to the extent possible, to reduce pro rata the amount of Series 2016 Bonds required to be redeemed by mandatory sinking fund redemption pursuant to Section 4.1 of the Indenture and so as to maintain the proportion of principal maturing or subject to mandatory sinking fund redemption in each year to the total original principal amount of the Series 2016 Bonds of such maturity as of the date of issuance.

Pursuant to Indenture Section 4.4(a), the Series 2016 Bonds are subject to mandatory redemption on any Interest Payment Date in part, from amounts available for disbursement from the Special Redemption Account of the Bond and Interest Fund pursuant to Indenture Section 7.1(e) and from amounts transferred from the Special Reserve Fund and the Reserve Fund to the Special Redemption Account pursuant to Section 7.1(e) of the Indenture, at a redemption price of par, plus accrued interest on such Series 2016 Bonds to the date fixed for redemption.

Any mandatory redemption of the Series 2016 Bonds pursuant to Indenture Section 4.4 shall be applied, to the extent possible, to reduce pro rata the amount of Series 2016 Bonds required to be redeemed by mandatory sinking fund redemption pursuant to Section 4.1 of the Indenture and so as to maintain the proportion of principal maturing or subject to mandatory sinking fund redemption in each year to the total original principal amount of the Series 2016 Bonds of such maturity as of the date of issuance.

Except as otherwise provided in Indenture Sections 4.3 and 4.4, if less than all the Series 2016 Bonds of any maturity are to be redeemed on any redemption date, the Bond Registrar named below will assign to each Series 2016 Bond of the maturity to be redeemed a distinctive number for each \$1,000 of principal amount of that Series 2016 Bond. The Bond Registrar shall then select by lot from the numbers so assigned, using such method as it shall deem proper in its discretion, as many numbers as, at \$1,000 per number, shall equal the principal amount of Series 2016 Bonds of that maturity to be redeemed; provided that following

any redemption, no Series 2016 Bond shall be outstanding in an amount less than the minimum Authorized Denomination except as necessary to effect the mandatory sinking fund redemption of Series 2016 Bonds as provided in the Indenture.

Notice of the redemption of any Series 2016 Bonds, which by their terms shall have become subject to redemption, shall be given to the registered owner of each Series 2016 Bond or portion of a Series 2016 Bond called for redemption not less than 30 or more than 60 days before any date established for redemption of Series 2016 Bonds, by the Bond Registrar, on behalf of the Village, by first class mail sent to the registered owner's last address, if any, appearing on the registration books kept by the Bond Registrar. All notices of redemption shall include at least the designation, date and maturities of Series 2016 Bonds called for redemption, CUSIP Numbers, if available, and the date of redemption. In the case of a Series 2016 Bond to be redeemed in part only, the notice shall also specify the portion of the principal amount of the Series 2016 Bond to be redeemed. The mailing of the notice specified above to the registered owner of any Series 2016 Bond shall be a condition precedent to the redemption of that Series 2016 Bond, provided that any notice which is mailed in accordance with the Indenture shall be conclusively presumed to have been duly given whether or not the owner received the notice. The failure to mail notice to the owner of any Series 2016 Bond, or any defect in that notice, shall not affect the validity of the redemption of any other Series 2016 Bond for which notice was property given.

This bond is negotiable, subject to the following provisions for registration and registration of transfer. The Village maintains books for the registration and registration of transfer of Series 2016 Bonds at the office of the Trustee, as Bond Registrar. This bond is fully registered on those books in the name of its owner, as to both principal and interest, and transfer of this bond may be registered on those books upon surrender of this bond to the Bond Registrar by the registered owner or his or her attorney duly authorized in writing together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the registered owner or his or her duly authorized attorney. Upon surrender of this bond for registration of transfer, a new bond or bonds in the same aggregate principal amount and of the same maturity will be issued to the transferee as provided in the Indenture.

This bond may be exchanged, at the option of the Registered Owner, for an equal aggregate principal amount of bonds of the same maturity of any other Authorized Denominations, upon surrender of this bond at the office of the Bond Registrar with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the Registered Owner or his or her duly authorized attorney.

For every exchange or registration of transfer of this bond, the Village or the Bond Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge, other than one imposed by the Village, required to be paid with respect to that exchange or registration of transfer, and payment of that charge by the person requesting exchange or registration of transfer shall be a condition precedent to that exchange or registration of transfer. No other charge may be made by the Village or the Bond Registrar as a condition precedent to exchange or registration of transfer of this bond.

The Bond Registrar shall not be required to exchange or register the transfer of any Series 2016 Bond following the close of business on the 15th day of the month preceding any interest payment date on such Series 2016 Bond, nor to transfer or exchange any Series 2016 Bond after notice calling such Series 2016 Bond for redemption has been mailed, nor during a period of 15 days next preceding mailing of a notice of redemption of any Series 2016 Bonds.

The Village, the Trustee and the Bond Registrar may deem and treat the registered owner of this bond as its absolute owner, whether or not this bond is overdue, for the purpose of receiving payment of the principal of or interest on this bond and for all other purposes, and neither the Village, the Bond Registrar nor the Trustee shall be affected by any notice to the contrary. Payment of the principal of and interest on this bond shall be made only to its registered owner, and all such payments shall be valid and effective to satisfy the obligation of the Village on this bond to the extent of the amount paid.

All conditions which by law must have existed or must have been fulfilled in the issuance of this bond existed and were fulfilled in compliance with law. Provision has been made for the levy, collection and segregation of the Special Taxes sufficient to pay and discharge the principal of this bond at maturity and to pay interest on this bond as it falls due. The issuance of the Series 2016 Bonds by the Village will not cause the Village to exceed or violate any applicable limitation or condition respecting the issuance of bonds imposed by the law of the State of Illinois or by any Indenture, ordinance or resolution of the Village. The Series 2016 Bonds are issued for purposes for which the Village is authorized by law to issue bonds including but not limited to the refunding the Prior Bonds, making deposits to a reserve fund, administrative expense fund, and paying costs of the Village in connection with the issuance of the Series 2016 Bonds and the refunding of the Prior Bonds.

This bond shall not be valid for any purpose unless and until the certificate of authentication on this bond shall have been duly executed by the Trustee.

IN WITNESS WHEREOF, the Village of Round Lake, Lake County, Illinois, by its President and Board of Trustees, has caused this bond to be executed by the manual or facsimile signature of its Village President and attested by the manual or facsimile signature of its Village Clerk and has caused its corporate seal to be affixed to this bond (or a facsimile of its seal to be printed on this bond), all as of the Date of Bond specified above.

VILLAGE OF ROUND LAKE, ILLINOIS

By: \_\_\_\_\_  
Village President

[SEAL]

Attest:

By: \_\_\_\_\_  
Village Clerk

**CERTIFICATE OF AUTHENTICATION**

Date of Authentication:

This bond is one of the bonds described in the Indenture authorizing the issuance of \$\_\_\_\_\_ Village of Round Lake, Lake County, Illinois Lakewood Grove Special Service Areas Numbers One, Three and Four Special Tax Refunding Bonds, Series 2016.

AMALGAMATED BANK OF CHICAGO, as Trustee

By: \_\_\_\_\_  
Authorized Officer

**CERTIFICATE OF TRANSFER**

For Value Received, the undersigned sells, assigns and transfers to \_\_\_\_\_ this bond and all rights and title under this bond, and irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer this bond on the books kept for registration of this bond.

Dated: \_\_\_\_\_, 20\_\_

**EXHIBIT C**

**[SSA NO. ONE]**

This Document was prepared by and after recording return to: [Insert name and address of Trustee]

(The Above Space For Recorder's Use Only)

**SATISFACTION OF TAX LIEN**

The undersigned duly elected and acting Village President of the Village of Round Lake, Lake County, Illinois (the "Village"), in consideration of the receipt of the sum of \$\_\_\_\_\_, hereby acknowledges and certifies that special taxes levied and to be extended in accordance with the Special Tax Roll approved by the Village President and Board of Trustees of the Village pursuant to Ordinance No. 02-O-37 (the "Establishing Ordinance") are paid and the lien of such taxes satisfied with respect to the following lots in the Village's Lakewood Grove Special Service Area Number One (the "SSA") legally described on Exhibit A attached hereto:

Lot PIN

The undersigned further certifies that pursuant to Section H of the Rate and Method of Levying Special Taxes attached to and incorporated in the Establishing Ordinance as Exhibit E (the "Special Tax Report"), upon payment of the prepayment amount as calculated pursuant to the Special Tax Report, the Special Taxes which were prepaid shall not be levied on the Parcel for which the prepayment was made. Pursuant to Section E of the Special Tax Report, the Village shall amend the Special Tax Roll each calendar year to reflect the Maximum Special Tax.

Dated: \_\_\_\_\_, 20\_\_

VILLAGE OF ROUND LAKE

By: \_\_\_\_\_

Approved By:

DAVID TAUSSIG & ASSOCIATES, INC., as Consultant

By: \_\_\_\_\_

The Trustee hereby acknowledges receipt of the sum of \$\_\_\_\_\_.

AMALGAMATED BANK OF CHICAGO, as Trustee

By: \_\_\_\_\_

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF LAKE        )

I, the undersigned, a Notary Public in and for such County and State aforesaid, do hereby certify that \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of the Village of Round Lake, Illinois, whose name is subscribed to the foregoing Satisfaction, appeared before me this day in person and acknowledged that as such officer he signed and delivered the foregoing Satisfaction as such officer of the Village of Round Lake, Illinois, as his free and voluntary act, and as the free and voluntary act and deed of such Village, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

[SSA NO. THREE]

This Document was prepared by and after recording return to: [Insert name and address of Trustee]

(The Above Space For Recorder's Use Only)

SATISFACTION OF TAX LIEN

The undersigned duly elected and acting Village President of the Village of Round Lake, Lake County, Illinois (the "Village"), in consideration of the receipt of the sum of \$\_\_\_\_\_, hereby acknowledges and certifies that special taxes levied and to be extended in accordance with the Special Tax Roll approved by the Village President and Board of Trustees of the Village pursuant to Ordinance No. 03-O-28 (the "Establishing Ordinance") are paid and the lien of such taxes satisfied with respect to the following lots in the Village's Lakewood Grove Special Service Area Number Three (the "SSA") legally described on Exhibit A attached hereto:

Lot PIN

The undersigned further certifies that pursuant to Section H of the Rate and Method of Levying Special Taxes attached to and incorporated in the Establishing Ordinance as Exhibit E (the "Special Tax Report"), upon payment of the prepayment amount as calculated pursuant to the Special Tax Report, the Special Taxes which were prepaid shall not be levied on the Parcel for which the prepayment was made. Pursuant to Section E of the Special Tax Report, the Village shall amend the Special Tax Roll each calendar year to reflect the Maximum Special Tax.

Dated: \_\_\_\_\_, 20\_\_

VILLAGE OF ROUND LAKE

By: \_\_\_\_\_

Approved By:

DAVID TAUSSIG & ASSOCIATES, INC., as Consultant

By: \_\_\_\_\_

The Trustee hereby acknowledges receipt of the sum of \$\_\_\_\_\_.

AMALGAMATED BANK OF CHICAGO, as Trustee

By: \_\_\_\_\_

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF LAKE         )

I, the undersigned, a Notary Public in and for such County and State aforesaid, do hereby certify that \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of the Village of Round Lake, Illinois, whose name is subscribed to the foregoing Satisfaction, appeared before me this day in person and acknowledged that as such officer he signed and delivered the foregoing Satisfaction as such officer of the Village of Round Lake, Illinois, as his free and voluntary act, and as the free and voluntary act and deed of such Village, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:\_\_\_\_\_

[SSA NO. FOUR]

This Document was prepared by and after recording return to: [Insert name and address of Trustee]

(The Above Space For Recorder's Use Only)

SATISFACTION OF TAX LIEN

The undersigned duly elected and acting Village President of the Village of Round Lake, Lake County, Illinois (the "Village"), in consideration of the receipt of the sum of \$\_\_\_\_\_, hereby acknowledges and certifies that special taxes levied and to be extended in accordance with the Special Tax Roll approved by the Village President and Board of Trustees of the Village pursuant to Ordinance No. 03-O-30 (the "Establishing Ordinance") are paid and the lien of such taxes satisfied with respect to the following lots in the Village's Lakewood Grove Special Service Area Number Four (the "SSA") legally described on Exhibit A attached hereto:

Lot PIN

The undersigned further certifies that pursuant to Section H of the Rate and Method of Levying Special Taxes attached to and incorporated in the Establishing Ordinance as Exhibit E (the "Special Tax Report"), upon payment of the prepayment amount as calculated pursuant to the Special Tax Report, the Special Taxes which were prepaid shall not be levied on the Parcel for which the prepayment was made. Pursuant to Section E of the Special Tax Report, the Village shall amend the Special Tax Roll each calendar year to reflect the Maximum Special Tax.

Dated: \_\_\_\_\_, 20\_\_

VILLAGE OF ROUND LAKE

By: \_\_\_\_\_

Approved By:

DAVID TAUSSIG & ASSOCIATES, INC., as Consultant

By: \_\_\_\_\_

The Trustee hereby acknowledges receipt of the sum of \$\_\_\_\_\_.

AMALGAMATED BANK OF CHICAGO, as Trustee

By: \_\_\_\_\_

STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF LAKE

I, the undersigned, a Notary Public in and for such County and State aforesaid, do hereby certify that \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of the Village of Round Lake, Illinois, whose name is subscribed to the foregoing Satisfaction, appeared before me this day in person and acknowledged that as such officer he signed and delivered the foregoing Satisfaction as such officer of the Village of Round Lake, Illinois, as his free and voluntary act, and as the free and voluntary act and deed of such Village, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

## EXHIBIT D

### CONTINUING DISCLOSURE AGREEMENT

#### **§ \_\_\_\_\_ VILLAGE OF ROUND LAKE, ILLINOIS LAKEWOOD GROVE SPECIAL SERVICE AREAS NUMBERS ONE, THREE AND FOUR SPECIAL TAX REFUNDING BONDS, SERIES 2016**

This Continuing Disclosure Agreement (the “Agreement”) is executed and delivered by the Village of Round Lake, Lake County, Illinois (the “Village”) and David Taussig & Associates, Inc., as Dissemination Agent (the “Dissemination Agent”) in connection with the issuance by the Village of \$\_\_\_\_\_ aggregate principal amount of Lakewood Grove Special Service Areas Numbers One, Three and Four Special Tax Refunding Bonds, Series 2016 (the “Bonds”). The Bonds are being issued pursuant to a Trust Indenture dated as of December 1, 2016 between the Village and Amalgamated Bank of Chicago, as trustee (the “Indenture”). The Village and the Dissemination Agent covenant and agree as follows:

Section 1. Purpose of the Agreement. This Agreement is being executed and delivered by the Village and the Dissemination Agent for the benefit of the holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with SEC Rule 15c2-12(b)(5) (the “Rule”).

Section 2. Continuing Disclosure Procedures. The Village has put procedures in place to ensure timely compliance with all of its continuing disclosure undertakings, including this Agreement. Attached hereto as Exhibit B are procedures of the Village relating to post-issuance compliance with continuing disclosure requirements with respect to the Village’s outstanding obligations subject to the Rule.

Section 3. Definitions. In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by an Obligated Person pursuant to, and as described in, Sections 4 and 5 of this Agreement.

“Beneficial Owner” shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“Disclosure Representative” shall mean the Village Administrator or his or her designee, or such other officer or employee as the Village shall designate in writing to the Dissemination Agent from time to time.

“Dissemination Agent” shall mean initially David Taussig & Associates, Inc., or any successor Dissemination Agent appointed by the Village pursuant to Section 8 of this Agreement to serve as Dissemination Agent and which has filed with the Village a written acceptance of such designation.

“EMMA” means the Electronic Municipal Market Access system for municipal securities disclosures established and maintained by the MSRB, which can be accessed at [www.emma.msrb.org](http://www.emma.msrb.org).

“Listed Events” shall mean any of the events listed in Section 6 of this Agreement.

“MSRB” means the Municipal Securities Rulemaking Board, or any successor repository designated as such by the Securities and Exchange Commission in accordance with the Rule.

“Obligated Person” shall mean the Village.

“Participating Underwriter” shall mean any of the original underwriters of the Bonds and any remarketing agent approved in writing by the Village who is retained by the Village to remarket the Bonds and who is required to comply with the Rule in connection with the remarketing of the Bonds.

“Repository” shall mean EMMA and each State Repository.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“State Repository” shall mean any public or private repository or entity designated by the State of Illinois as a state repository for the purpose of the Rule and recognized as such by the Securities and Exchange Commission. As of the date of this Agreement, there is no State Repository.

#### Section 4. Provision of Annual Reports.

(a) Within 240 days after the end of each fiscal year of the Obligated Person (which currently ends April 30 of each year), commencing with the first fiscal year after the Rule becomes applicable to the Bonds, the Obligated Person shall, or shall cause the Dissemination Agent to, provide to each Repository, an Annual Report which is consistent with the requirements of Section 5 of this Agreement. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 5 of this Agreement, provided that the audited financial statements of the Obligated Person may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the Obligated Person’s fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 6 of this Agreement.

(b) Not later than ten (10) business days prior to the date required in subsection (a), the Obligated Person shall provide the Annual Report to the Dissemination Agent. If the Obligated Person is unable to provide to the Repositories an Annual Report by the date required in subsection (a), the Dissemination Agent shall send a notice to the State Repository, if any, and to the MSRB through EMMA in substantially the form attached as Exhibit A.

(c) The Dissemination Agent shall:

(i) determine each year, prior to the date for providing the Annual Report the name and address of the State Repository, if any, and

(ii) file a report with the Obligated Person certifying that the Annual Report has been provided pursuant to this Agreement, stating the date it was provided and listing all the Repositories to which it was provided.

Section 5. Content of Annual Reports. The Village's Annual Report shall contain or incorporate by reference the following items:

(a) The Village's audited financial statements for the prior fiscal year, prepared in accordance with generally accepted auditing standards and the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. The Village may from time to time, in order to comply with federal or State legal requirements, modify the basis upon which its financial statements are prepared. Notice of any such modification shall be provided to (i) the MSRB through EMMA and (ii) the State Repository if any, and shall include a reference to the specific federal or State law or regulation describing such accounting basis. If the Village audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 2.02, the Annual Report shall contain unaudited financial statements and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

If a change is made to the basis on which financial statements are prepared, the annual financial information for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. Such comparison shall include a qualitative and, to the extent reasonably feasible, quantitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information.

(b) The Annual Report shall include financial information and operating data relating to the Village updating the financial information and operating data presented in the Official Statement dated \_\_\_\_\_, 2016 relating to the Bonds (the "Official Statement") under the following captions (provided, however, that the updating information may be provided in such format as the Village deems appropriate; and provided further, that if a new disclosure document is prepared at or prior to the time the Rule becomes applicable to the Bonds, the Village and the Participating Underwriters, who are subject to the Rule, may select such other financial information and operating data presented in such disclosure document in addition to, or in lieu of, the information described below):

- EXPECTED SPECIAL TAX AND DEBT SERVICE COVERAGE SECURITY AND SOURCE OF PAYMENT OF THE BONDS – Tax Sales and Foreclosures
- THE SPECIAL SERVICE AREA AND SPECIAL TAX – Estimated Value to Lien Ratio of Special Service Area Property
- THE SPECIAL SERVICE AREA AND SPECIAL TAX – Property Tax Rate for Proceeds within Special Service Area

- THE SPECIAL SERVICE AREA AND SPECIAL TAX – History of Special Tax Payments
- THE SPECIAL SERVICE AREA AND SPECIAL TAX – Equalized Assessed Valuation of the Special Service Area
- DIRECT AND OVERLAPPING DEBT RELATED TO SPECIAL SERVICE AREA NUMBER ONE – (Excluding Overlapping Debt Information)

If the Village changes its fiscal year, the Village shall send, or cause to be sent notice of such change to (a) the MSRB through EMMA and (b) the State Repository, if any.

(c) The Annual Report shall include a summary of the monthly statements provided by the Trustee pursuant to Section 10.10 of the Indenture showing the Special Taxes received, all disbursements from the Funds and Accounts administered by the Indenture, including the balances in all Funds and Accounts relating to the Bonds and the Special Services as of the end of such calendar year.

(d) The Annual Report shall include a summary of the annual report regarding collection of taxes, delinquencies, tax sales and foreclosures delivered by the Consultant pursuant to Task 5 of Exhibit A to the Agreement for Administration Services for the prior calendar year.

Any or all of the items listed above may be incorporated by specific reference to other documents, including official statements of debt issues of the Village-or related public entities, which have been submitted to each of the Repositories or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The Village shall clearly identify each such other document so incorporated by reference.

Section 6. Reporting of Significant Events.

(a) Not later than 10 business days after the occurrence of any of the following events, the Village shall give, or cause to be given to the MSRB, through EMMA, notice of the occurrence of any of the following events with respect to the Bonds:

1. non-payment related defaults;
2. modifications to rights of Bondholders;
3. bond calls;
4. release, substitution or sale of property securing repayment of the Bonds;
5. the consummation of a merger, consolidation, or acquisition, or certain asset sales, involving the obligated person, or entry into or termination of a definitive agreement relating to the foregoing;
6. appointment of a successor or additional trustee or the change of name of a trustee;
7. principal and interest payment delinquencies;
8. unscheduled draws on debt service reserves reflecting financial difficulties;
9. unscheduled draws on credit enhancements reflecting financial difficulties;

10. substitution of credit or liquidity providers, or their failure to perform;
11. defeasances;
12. rating changes;
13. adverse tax opinions or events affecting the status of the Bonds, the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material events, notices or determinations with respect to the tax status of the Bonds;
14. tender offers; and
15. bankruptcy, insolvency, receivership or similar event of the obligated person.

(b) The Dissemination Agent shall, within one business day of obtaining actual knowledge of the occurrence of any of the Listed Events, contact the Disclosure Representative, inform such person of the event and request that the Village promptly notify the Disseminating Agent in writing whether or not to report the event pursuant to subsection (f).

(c) Whenever the Obligated Person obtains knowledge of the occurrence of a Listed Event, whether because of notice from the Dissemination Agent pursuant to subsection (b) or otherwise, the Obligated Person shall as soon as possible determine if such event would be material under applicable federal securities laws.

(d) If the Obligated Person determines that knowledge of the occurrence of a Listed Event would be material under applicable federal securities laws, the Obligated Person shall promptly notify the Dissemination Agent in writing. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to subsection (f).

(e) If in response to a request under subsection (b), the Village determines that the Listed Event would not be material, the Village shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (f).

(f) If the Dissemination Agent has been instructed by the Village to report the occurrence of a Listed Event the Dissemination Agent shall file a notice of such occurrence with the State Repository, if any, and the MSRB. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(3) and (11) need not be given under this subsection any earlier than the notice, if any, of the underlying event is given to holders of affected Bonds pursuant to the Indenture.

Section 7. Termination of Reporting Obligation. The Obligated Persons' obligations under this Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the Obligated Person shall give notice of such termination in the same manner as for a Listed Event under Section 5.

Section 8. Dissemination Agent. The Obligated Person may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Agreement and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any

manner for the content of any notice or report prepared by an Obligated Person pursuant to this Agreement.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Agreement, the Obligated Person and the Dissemination Agent may amend this Agreement (and the Dissemination Agent shall agree to any amendment so requested by the Obligated Person), and any provision of this Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds,

(b) The undertaking, as amended or taking into account such waiver, would not in the opinion of nationally recognized bond counsel or counsel expert in federal securities law in and of itself cause the undertakings therein to violate the Rule, taking into account any subsequent change in or official interpretation of the Rule.

In the event of any amendment or waiver of a provision of this Agreement, the Obligated Person shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Obligated Person.

Section 10. Additional Information. Nothing in this Agreement shall be deemed to prevent the Obligated Person from disseminating any other information, using the means of dissemination set forth in this Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Agreement. If the Obligated Person chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Agreement, the Obligated Person shall have no obligation under this Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. Default. If an Obligated Person or the Dissemination Agent fails to comply with any provision of this Agreement, the Dissemination Agent or any holder or Beneficial Owner of Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Obligated Person or the Dissemination Agent to comply with its obligations under this Agreement. A default under this Agreement shall not be deemed a default under the Indenture and the sole remedy under this Agreement in the event of any failure of the Obligated Person or the Dissemination Agent to comply with this Agreement shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent. This Dissemination Agreement shall have only such duties as are specifically set forth in this Agreement and the Obligated Person, to the extent permitted by law, agrees to indemnify and

save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may occur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Obligated Person under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 13. Beneficiaries. This Agreement shall inure solely to the benefit of the Obligated Person, the Dissemination Agent, the Participating Underwriters and the holders and Beneficial Owners of the Bonds, and shall create no rights in any other person or entity.

Section 14. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute but one and the same instrument.

[The rest of this page is intentionally left blank.]

Date: \_\_\_\_\_, 2016.

VILLAGE OF ROUND LAKE, ILLINOIS

By: \_\_\_\_\_  
Title: \_\_\_\_\_

DAVID TAUSSIG & ASSOCIATES, INC., as  
Dissemination Agent

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**

**NOTICE OF FAILURE TO FILE ANNUAL REPORT**

Name of Obligated Person: Village of Round Lake, Illinois

Name of Bond Issue: Village Of Round Lake Illinois Lakewood Grove Special Service Areas Numbers One, Three and Four Special Tax Refunding Bonds Series 2016

Date of Issuance: \_\_\_\_\_, 2016

NOTICE IS HEREBY GIVEN that \_\_\_\_\_ as an Obligated Person under Rule 15c2-12(b)(5) has not provided an Annual Report with respect to the above-named Bonds as required by the Indenture authorizing the issuance of the Bonds. The Obligated Person anticipates that the Annual Report will be filed by \_\_\_\_\_.

Dated: \_\_\_\_\_.

DAVID TAUSSIG & ASSOCIATES, INC.,  
Dissemination Agent

Title: \_\_\_\_\_ By: \_\_\_\_\_

## EXHIBIT B

### CONTINUING DISCLOSURE POST ISSUANCE COMPLIANCE PROCEDURES

The following procedures (the “Procedures”) are adopted by the Village of Round Lake, Lake County, Illinois (the “Issuer”) in connection with the issuance of debt obligations into the public market (the “Bonds”) by the Issuer, as further described in Schedule I. In compliance with the Securities Exchange Commission (“SEC”) Rule 15c2-12 (the “Rule”) as published in the Federal Register on November 17, 1994, the Issuer must comply with the provisions of the Rule from the date of issuance through final payment or maturity of the Bonds. These post-issuance compliance responsibilities are summarized in the transcript of proceedings prepared in connection with the Bonds (the “Transcripts”).

The purpose of these Procedures is to summarize the post-issuance continuing disclosure responsibilities of the Issuer in connection with the Bonds. The Village Administrator of the Issuer (“Compliance Officer”) shall be the Issuer’s representative responsible for establishing and coordinating compliance with these Procedures.

These Procedures supplement, but do not replace, any other procedures of the Issuer. The Procedures may be supplemented or amended at any time and from time to time by the Issuer, with the advice of nationally recognized bond and/or disclosure counsel, but without any notice to or consent from any trustee, any bondholder or any other person. Noncompliance with the Procedures is permitted, with the advice of nationally recognized bond and/or disclosure counsel, but without any notice to or consent from any trustee, any bondholder or any other person, if (i) compliance would impose unreasonable burdens on the Issuer and (ii) noncompliance would not cause any Bonds to fail to satisfy all requirements of the Rule.

1. For any Bonds for which a Continuing Disclosure Undertaking (the “Undertaking”) has been executed by the Issuer, the Compliance Officer shall review such Undertaking and be primarily responsible for ongoing compliance with the Rule, if applicable, and any Undertaking to which the Issuer is a party. The Compliance Officer agrees to obtain any needed training or professional assistance for himself or staff, in order to meet the Issuer’s responsibility under the Undertakings. (See each Undertaking for exact requirements and timing thereof.)

2. The Compliance Officer should annually calendar a time to review compliance with obligations under any Undertakings. Responsibility for ensuring such ongoing compliance shall include, but is not limited to, reporting to proper repositories (as of the date of execution of these Procedures, the sole repository is the Electronic Municipal Market Access website of the Municipal Securities Rulemaking Board at <http://www.emma.msrb.org>) the following information, where applicable:

- (a) Audited Financial Statements as described below and certain Annual Financial Information, as described in each of the Issuer’s Undertakings, will be submitted to EMMA not more than the number of days described in each of the Issuer’s Undertakings, and further summarized in Exhibit A,

after the last day of the Issuer's Fiscal Year, which is April 30 of each calendar year. If Audited Financial Statements are not available, unaudited financial statements shall be submitted, and Audited Financial Statements will be filed when available;

- (b) Audited Financial Statements will be prepared in accordance with generally accepted accounting principles applicable to governmental units as in effect from time to time (i.e., as subject to the pronouncements of the Governmental Standards Accounting Board and subject to any express requirements of Illinois law);
- (c) Audited Financial Statements and Annual Financial Information will be submitted to EMMA in such format and manner and accompanied by identifying information as is prescribed by the MSRB, or, if not available at that time, as indicated in paragraph 14(a) above;
- (d) notice of certain reportable events, subject in some cases to a determination of materiality by the Issuer, within 10 days of the occurrence; See the Undertakings for exact list of events, but typically includes the following:
  - (i) non-payment related defaults;
  - (ii) modifications to rights of Bondholders;
  - (iii) bond calls;
  - (iv) release, substitution or sale of property securing repayment of the Bonds;
  - (v) the consummation of a merger, consolidation, or acquisition, or certain asset sales, involving the obligated person, or entry into or termination of a definitive agreement relating to the foregoing;
  - (vi) appointment of a successor or additional trustee or the change of name of a trustee;
  - (vii) principal and interest payment delinquencies;
  - (viii) unscheduled draws on debt service reserves reflecting financial difficulties;
  - (ix) unscheduled draws on credit enhancements reflecting financial difficulties;
  - (x) substitution of credit or liquidity providers, or their failure to perform;
  - (xi) defeasances;
  - (xii) rating changes;
  - (xiii) adverse tax opinions or events affecting the status of the Bonds, the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material events, notices or determinations with respect to the tax status of the Bonds;
  - (xiv) tender offers; and
  - (xv) bankruptcy, insolvency, receivership or similar event of the

obligated person.

3. If the Issuer employs another person or entity to assist with its obligations under any Undertakings, the Compliance Officer should annually review such agreement with that party in order to determine any and all responsibilities of the Issuer under that agreement.

SCHEDULE I

OUTSTANDING BONDS SUBJECT TO UNDERTAKINGS  
(as of December 31, 2016)

[attach all of the Village's outstanding continuing disclosure agreements]

## **EXHIBIT E**

### **CALCULATION OF RESERVE FUND CREDIT**

To the extent the Reserve Fund is funded with cash or securities, a credit for the Reserve Fund equal to the lesser of the following: (i) the expected reduction in the applicable Reserve Requirement (as defined in the Bond Indenture), if any, following the redemption of Series 2016 Bonds from proceeds of prepayment; or (ii) the amount derived by subtracting the new Reserve Requirement in effect after the redemption of Series 2016 Bonds from the balance in the Reserve Fund on the prepayment date, but in no event shall such amount be less than zero. Reserve Fund interest earnings to be applied toward the Special Tax Requirement shall not be considered when computing the Reserve Fund Credit.

**VILLAGE OF ROUND LAKE, LAKE COUNTY, ILLINOIS  
LAKEWOOD GROVE SPECIAL SERVICE AREAS NUMBERS ONE, THREE AND FOUR  
\$ \_\_\_\_\_ SPECIAL TAX REFUNDING BONDS, SERIES 2016**

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**BOND PURCHASE AGREEMENT**

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\_\_\_\_\_, 2016

Village President and Board of Trustees  
Village of Round Lake  
442 N. Cedar Lake Road  
Round Lake, Illinois 60073

Village President and Board of Trustees:

The undersigned, Bernardi Securities, Inc., Chicago, Illinois (the “*Underwriter*”), offers to purchase from the Village of Round Lake, Lake County, Illinois (the “*Issuer*”), all (but not less than all) of the Issuer’s \$ \_\_\_\_\_ Lakewood Grove Special Service Area Numbers One, Three and Four, Special Tax Refunding Bonds, Series 2016 (the “*Bonds*”). This offer is made subject to the Issuer’s acceptance of this Bond Purchase Agreement (this “*Agreement*”) on or before 11:59 p.m., Central Daylight or Standard Time, as applicable, on the date hereof. Upon the Issuer’s acceptance of this offer, it will be binding upon the Issuer and upon the Underwriter.

1. Upon the terms and conditions and upon the basis of the representations set forth herein, the Underwriter hereby agrees to purchase the Bonds from the Issuer, and the Issuer hereby agrees to sell and deliver the Bonds to the Underwriter. *Exhibit A*, which is incorporated by reference into this Agreement, contains a brief description of the Bonds, including certain related terms and provisions, the manner of their issuance, the purchase price to be paid and the date of delivery and payment therefor (the “*Closing*”).

2. (a) Concurrently with the execution hereof, the Issuer will approve an Official Statement (the “*Official Statement*”) in substantially the form of the Issuer’s Preliminary Official Statement, dated \_\_\_\_\_, 2016, relating to the Bonds (the “*Preliminary Official Statement*”) with such changes from the Preliminary Official Statement as the Underwriter and the Issuer shall approve, and will deliver a Bond Ordinance adopted by the Issuer’s Corporate Authorities on the \_\_\_\_ day of \_\_\_\_\_, 2016 (the “*Bond Authorization*”), and, as applicable, a related bond order (the “*Bond Order*”) satisfactory in form and substance to the Underwriter. The Underwriter is authorized by the Issuer to use these documents and the information contained in them in connection with the offering and sale of the Bonds. The Issuer has heretofore deemed, or as applicable, hereby ratifies, the Preliminary Official Statement to be “**final**” as of its date for purposes of paragraph (b)(1) of Rule 15c2-12 of the Securities and Exchange Commission under the

Securities Exchange Act of 1934, as amended (“*Rule 15c2-12*”). The Issuer hereby agrees to provide to the Underwriter within seven business days of the date hereof the Official Statement (i) in “designated electronic format” (as defined in Rule G-32 of the Municipal Securities Rulemaking Board) and (ii) in such quantities as the Underwriter may request to comply with the requirements of paragraph (b)(4) of Rule 15c2-12 and Rule G-32 of the MSRB.

(b) The Issuer hereby covenants and agrees to enter into a written agreement or contract, constituting an undertaking (the “*Undertaking*”) to provide ongoing disclosure about the Issuer, for the benefit of registered owners and beneficial owners of the Bonds on or before the date of delivery of the Bonds as required under paragraph (b)(5) of Rule 15c2-12, as applicable. The Undertaking shall be as described in the Preliminary Official Statement, with such changes as may be agreed to in writing by the Underwriter. Except as described in the Official Statement, the Issuer has not failed to comply in all material respects with each and every undertaking previously entered into by it pursuant to Rule 15c2-12 during the five years prior to the date of the Official Statement.

3. The Issuer represents and covenants to the Underwriter that:

(a) The Issuer has and will have at the Closing the power and authority to enter into and perform this Agreement, and related agreements, certificates and instruments, including but not limited to, as applicable, arbitrage and rebate, fiscal arrangements (including escrows) to be delivered the date of delivery of the Bonds (as applicable, collectively, the “*Related Agreements*”) to adopt the Bond Authorization for the purposes therein specified and to deliver and sell the Bonds to the Underwriter;

(b) this Agreement, the Related Agreements and the Bonds do not and will not conflict with or create a breach or default under any existing law, regulation, order or agreement to which the Issuer is subject or by which it is bound;

(c) no governmental approval or authorization other than the Bond Authorization is required in connection with the sale of the Bonds to the Underwriter;

(d) this Agreement is, and this Agreement, the Related Agreements and the Bonds will be at the time of the Closing, the legal, valid and binding obligation of the Issuer enforceable in accordance with its respective terms, subject only to applicable bankruptcy, insolvency or other similar laws generally affecting creditors’ rights and subject to the exercise of judicial discretion;

(e) the information in the Preliminary Official Statement (except as changed by the Official Statement) was, and in the Official Statement is, true and correct in all material respects and did not and does not omit any statement or information required to be stated therein or which is necessary to make the statements and information contained therein not misleading in any material respect;

(f) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the Issuer, threatened against or affecting the Issuer or affecting the corporate existence of the Issuer, the titles of its officers to their respective offices or the boundaries of the Issuer, or seeking

to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds or in any way contesting or affecting the transactions contemplated hereby or the validity or enforceability of the Bonds, the Bond Authorization, the Related Agreements or this Agreement or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or contesting the powers of the Issuer or any authority for the issuance of the Bonds, the adoption of the Bond Authorization or the execution and the delivery of this Agreement or the Related Agreements;

(g) the Issuer is not in breach of or in default under any existing law, court or administrative regulation, decree or order, resolution, ordinance, agreement, indenture, mortgage, lease, sublease or other instrument to which the Issuer is a party or by which the Issuer or its property is or may be bound, and no event has occurred or is continuing that, with the passage of time or the giving of notice, or both, would constitute a default or an event of default thereunder, in either case, in any manner or to any extent that could have a material adverse effect on the financial condition of the Issuer, the operations of the Issuer or the transactions contemplated by this Agreement and the Official Statement, or have an adverse effect on the validity or enforceability in accordance with the respective terms of the Bonds, the sources of payment for the Bonds, the Related Agreements or the Bond Authorization or in any way adversely affect the existence or powers of the Issuer or the excludability from gross income for federal income tax purposes of interest on the Bonds;

(h) the Issuer's audited general purpose financial statements as of and for the end of the last completed fiscal year is a fair presentation of the financial position of the Issuer as of the date indicated and the results of its operations and changes in its fund balances for the periods specified. Since the date of the end of the Issuer's last fiscal year, there has been no material adverse change in the condition, financial or otherwise, of the Issuer from that set forth in the audited financial statements as of and for the period as of the end of the last completed fiscal year, except as disclosed in the Official Statement; and the Issuer has not since as of the end of the last completed fiscal year, incurred any material liabilities, directly or indirectly, except in the ordinary course of its operations or as disclosed in the Official Statement;

(i) the Issuer will not take or omit to take any action that will in any way cause the proceeds from the sale of the Bonds to be applied or results in such proceeds being applied in a manner other than as provided in the Bond Authorization, the Related Agreements and the Issuer's related closing certificates and documents;

(j) each representation, warranty or agreement stated in any certificate signed by any officer of the Issuer and delivered to the Underwriter in connection with the transactions contemplated by the Bond Authorization, the Related Agreements and this Agreement, at or before the Closing, shall constitute a representation, warranty or agreement by the Issuer upon which the Underwriter shall be entitled to rely; and

(k) if between the date of this Agreement and 25 days following the "**end of the underwriting period**" (as defined in Rule 15c2-12) any event shall occur which, in the Issuer's opinion, might or would cause the Official Statement to contain any untrue

statement of a material fact or to omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Issuer shall notify the Underwriter, and if, in the opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Issuer will supplement or amend the Official Statement in a form and in a manner approved by the Underwriter; any approval by the Underwriter of such supplement or amendment to the Official Statement prior to the Closing shall not preclude the Underwriter from thereafter terminating this Agreement, and if the Official Statement is amended or supplemented subsequent to the date hereof, the Underwriter may terminate this Agreement by notification to the Issuer at any time prior to the Closing if, in the reasonable judgment of the Underwriter, such amendment or supplement has or will have a material adverse effect on the marketability of the Bonds.

4. At the Closing, the Issuer will deliver or make available to the Underwriter:

(a) The Bonds, in definitive or DTC acceptable form, as applicable, duly executed and bearing proper CUSIP numbers, as applicable;

(b) A certificate executed by authorized officers of the Issuer, in form and substance acceptable to the Underwriter, to the effect that the Official Statement, to the knowledge and belief of such officers, after due review, is accurate and complete in all material respects, and that the representations of the Issuer contained in this Agreement and the Bond Authorization are true and correct when made and as of the Closing;

(c) The approving opinion of Bond Counsel, in a form satisfactory to the Underwriter and described or referenced in the Official Statement, dated the Closing Date, relating to the legality and tax-exempt status of interest on the Bonds;

(d) A certificate indicating that there is no proceeding contesting the legality of the Bonds, the Bond Authorization, the payment source(s) for the Bonds or the proceedings pursuant to which the Bond Authorization was authorized;

(e) A certificate, satisfactory to the Underwriter, of an appropriate officer of the Issuer, dated as of the Closing Date, to the effect that the Issuer has not failed to comply in all material respects with each and every undertaking previously entered into by it pursuant to Rule 15c2-12 during the five years prior to the date of the Official Statement, except as described in the Official Statement;

(f) A fully executed copy of the Undertaking, to the extent required by the Underwriter and described in the Official Statement;

(g) Certified copies of the Bond Authorization and, as applicable, fully executed copy of the Bond Order;

(h) Evidence satisfactory to the Underwriter that an applicable bond insurance policy (the "*Insurance Policy*") with respect to the Bonds, issued by a bond insurer (the

“*Bond Insurer*”), if any, as described in the Official Statement, is in full force and effect and all conditions precedent to the issuance thereof have been satisfied and all premiums due and payable thereon on the date of Closing have been paid, and a certificate from the Bond Insurer and an opinion from counsel to the Bond Insurer with respect to the valid issuance and effectiveness of the Insurance Policy and to the accuracy and completeness of the Official Statement as to the Bond Insurer and the Insurance Policy (If there is to be no Bond Insurer or Insurance Policy, reference herein thereto shall be given no effect.); and

(i) Such additional certificates, instruments and other documents (including, without limitation, those set forth on *Exhibit A* hereto) as the Underwriter may deem necessary with respect to the issuance and sale of the Bonds, all in form and substance satisfactory to the Underwriter, if any, as described in the Official Statement; and

(j) a fully executed copy of each Related Agreement, if any.

5. The fees and disbursements of counsel to the Issuer, the Issuer’s Counsel and Bond Counsel, and other applicable counsel, such as disclosure counsel or Underwriter’s counsel, the cost of preparing and printing the Bonds, the cost of obtaining any ratings in connection with the issuance of the Bonds, including rating agency fees, the fees of the bond registrar and paying agent for the Bonds, the fees of any other fiscal agent, the cost of printing and mailing the Preliminary Official Statement and the Official Statement and miscellaneous expenses incurred in connection with the offering and delivery of the Bonds shall all be the obligation of the Issuer, which the Underwriter is authorized to pay (but not required to pay) out of proceeds of the Bonds, with a credit against the purchase price for the Bonds for such payment.

The obligation of the Issuer to pay the above-described expenses shall, to the extent lawful, survive the termination of this Agreement or the failure to consummate the transactions described herein.

6. This Agreement is intended to benefit only the parties hereto, and the Issuer’s representations and warranties shall survive any investigation made by or for the Underwriter, delivery and payment for the Bonds and the termination of this Agreement.

The rules of the Municipal Securities Rulemaking Board require the Underwriter to inform you that compensation that is contingent on the closing of a transaction or the size of a transaction presents a conflict of interest, because it may cause the Underwriter to recommend a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

7. The Issuer acknowledges and agrees that, and hereby confirms that it has previously received, reviewed and understands disclosures from the Underwriter to the effect that: (i) the Underwriter is acting solely as an underwriter for this transaction; (ii) the purchase and sale of the Bonds pursuant to this Agreement is an arm’s-length commercial transaction between the Issuer and the Underwriter with a view to distribute the Bonds; (iii) the Underwriter is required by MSRB Rule G-17 to deal fairly at all times with both the Issuer and the investors purchasing the Bonds, and the Underwriter’s duty to purchase the Bonds from the Issuer at fair and reasonable prices is balanced with its duty to sell the Bonds to investors at fair and reasonable prices; (iv) the Underwriter has

reviewed the Issuer's Official Statement for the Issuer's securities in accordance with, and as part of, its responsibilities to investors under federal securities laws, as applied to the facts and circumstances of this transaction; (v) in connection with such transaction, the Underwriter is acting solely as a principal and not as an agent, financial advisor or a fiduciary of the Issuer; (vi) the Underwriter has financial interests and other interests that may differ from the Issuer; (vii) the Underwriter has not assumed a fiduciary responsibility in favor of the Issuer with respect to the offering of the Bonds or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has assisted or is currently assisting the Issuer on other matters) or any other obligation to the Issuer, except the obligations expressly set forth in this Agreement; (viii) the Issuer has consulted with its own legal, financial and other advisors to the extent it deemed appropriate in connection with the issuance of the Bonds and the process leading thereto, and at all times was and is free to engage the services of a financial advisor; and (ix) the Issuer will not claim that the Underwriter has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to the Issuer, in connection with the purchase and sale of the Bonds or the process leading thereto.

The Issuer has not requested and does not request a dedicated retail order period.

8. (a) The Issuer acknowledges and understands that: (i) its obligation to pay principal and interest on the Bonds will require the Issuer to make these payments no matter what budget constraints the Issuer encounters; and (ii) to the extent that the Issuer agrees in the Bond Ordinance to rate covenants, additional bond tests or other financial covenants, these may constrain the Issuer's ability to operate and to issue additional debt and, if the Issuer does not comply with these covenants, they can result in a failure to perform with respect to the Bonds and the Bond Authorization.

(b) The Issuer further acknowledges and understands that: (i) if the Bonds are issued as tax-exempt or tax-advantaged obligations, the Issuer is and will be required to comply with various requirements and restrictions of federal tax law relating to how it uses and invests the proceeds of the Bonds, how it uses any facilities constructed or improved with proceeds of the Bonds and other restrictions throughout the term of the Bonds; (ii) these requirements and restrictions may constrain how the Issuer operates the financed facilities and may preclude it from capitalizing on certain opportunities; (iii) violation of these requirements and restrictions can result in a loss of the tax-exempt or tax-advantaged status of the Bonds, and may cause the Issuer to become liable to the Internal Revenue Service and to the owners of the Bonds; and (iv) in the event of an audit of the Bonds by the IRS, obtaining an independent review of IRS positions with which the Issuer legitimately disagrees is difficult and may not be practicable.

9. The Underwriter shall have the right to cancel its obligation to purchase the Bonds if, between the date of this Agreement and the Closing, the market price or marketability of the Bonds shall be materially adversely affected, in the sole judgment of the Underwriter, by the occurrence of any of the following:

(a) legislation shall be enacted by or introduced in the Congress of the United States or recommended to the Congress for passage by the President of the United States, or the Treasury Department of the United States or the Internal Revenue Service or any

member of the Congress or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, a decision by a court of the United States or of the State or the United States Tax Court shall be rendered, or an order, ruling, regulation (final, temporary or proposed), press release, statement or other form of notice by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made or proposed, the effect of any or all of which would be to impose, directly or indirectly, federal income taxation upon interest received on obligations of the general character of the Bonds as described in the Official Statement, or other action or events shall have transpired which may have the purpose or effect, directly or indirectly, of changing the federal income tax consequences of any of the transactions contemplated herein;

(b) legislation introduced in or enacted (or resolution or ordinance passed) by the Congress or an order, decree or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary, or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter, to the effect that obligations of the general character of the Bonds, including any or all underlying arrangements, are not exempt from registration under or other requirements of the Securities Act of 1933, as amended, or that the Bond Authorization is not exempt from qualification under or other requirements of the Trust Indenture Act, or that the issuance, offering or sale of obligations of the general character of the Bonds, including any or all underlying arrangements, as contemplated hereby or by the Official Statement or otherwise, is or would be in violation of the federal securities law as amended and then in effect;

(c) any state blue sky or securities commission or other governmental agency or body shall have withheld registration, exemption or clearance of the offering of the Bonds as described herein, or issued a stop order or similar ruling relating thereto;

(d) a general suspension of trading in securities on the New York Stock Exchange or other national securities exchange, the establishment of minimum prices on either such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, a general banking moratorium declared by federal, State of New York, or State officials authorized to do so;

(e) the New York Stock Exchange or other national securities exchange or any governmental authority, shall impose, as to the Bonds or as to obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(f) any amendment to the federal or state Constitution or action by any federal or state court, legislative body, regulatory body or other authority materially adversely affecting the tax status of the Issuer, its property, income securities (or interest thereon) or

the validity or enforceability of the assessments or the levy of taxes or application of other funds under the Bond Authorization to pay principal of and interest on the Bonds;

(g) any event occurring, or information becoming known which, in the judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(h) there shall have occurred since the date of this Agreement any materially adverse change in the affairs or financial condition of the Issuer;

(i) the United States shall have become engaged in hostilities which have resulted in a declaration of war or a national emergency or there shall have occurred any other outbreak or escalation of hostilities or a national or international calamity or crisis, financial or otherwise;

(j) any fact or event shall exist or have existed that, in the judgment of the Underwriter, requires or has required an amendment of or supplement to the Official Statement;

(k) there shall have occurred or any notice shall have been given of any intended downgrading, suspension, withdrawal or negative change in credit watch status by any national rating service to any of the Issuer's obligations or any rating of the Bond Insurer; and

(l) the purchase of and payment for the Bonds by the Underwriter, or the resale of the Bonds by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission.

10. This Agreement shall constitute the entire agreement between the Issuer and the Underwriter with respect to the purchase and sale of the Bonds, and is made solely for the benefit of the Issuer, the Underwriter and their any successors. No other person shall acquire or have any right hereunder or by virtue hereof. All the representations and agreements in this Agreement shall remain operative and in full force and effect, regardless of (i) any investigation made by or on behalf the Underwriter, (ii) delivery of and payment for the Bonds hereunder, and (c) any termination of this Agreement. This Agreement shall be amended, supplemented or modified only by a writing signed by both of the parties.

11. This Purchase Contract shall be governed by and construed in accordance with the laws of the State of Illinois.

12. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Very truly yours,

BERNARDI SECURITIES, INC.,  
CHICAGO, ILLINOIS

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Lou Lamberti  
Senior Vice President

Accepted on behalf of  
  
Village of Round Lake,  
Lake County, Illinois

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Attested:

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT A**

**DESCRIPTION OF BONDS**

a. PURCHASE PRICE: \$\_\_\_\_\_ (representing the \$\_\_\_\_\_ aggregate principal amount of the Bonds, plus net original issue premium of \$\_\_\_\_\_, or less \$\_\_\_\_\_ of original issue discount and less an underwriting discount of \$\_\_\_\_\_, and with a further credit for issuance costs under paragraph 5).

b. DETAILS: The Bonds shall be issued in an aggregate principal amount of \$\_\_\_\_\_, shall be dated as specified in the Official Statement, and shall become due and payable serially on March 1 of the years, in the amounts, bearing interest at the rates per annum and reoffered at the yields per annum as follows:

YEAR	AMOUNT	INTEREST RATE	YIELD
2018	\$_____	_____%	_____%
2019	\$_____	_____%	_____%
2020	\$_____	_____%	_____%
2021	\$_____	_____%	_____%
2022	\$_____	_____%	_____%
2023	\$_____	_____%	_____%
2024	\$_____	_____%	_____%
2025	\$_____	_____%	_____%
2026	\$_____	_____%	_____%
2027	\$_____	_____%	_____%
2028	\$_____	_____%	_____%
2029	\$_____	_____%	_____%
2030	\$_____	_____%	_____%
2031	\$_____	_____%	_____%
2032	\$_____	_____%	_____%
2033	\$_____	_____%	_____%

[Term Bonds, as applicable.]

The first interest payment date on the Bonds shall be March 1, 2017.

\* Preliminary, subject to change

c. FORM: The Bonds shall be delivered in the form of a separate, single, certificated, fully registered Bond for each of the maturities set forth above, and each such Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company (“DTC”), all as provided in the Bond Authorization. The Bonds shall be available at such place as is designated by the Underwriter in New York, New York, or such other place as the Underwriter and the Issuer agree upon, for examination and packaging by the Underwriter at least 24 hours prior to the Closing and at Closing shall be delivered to the Underwriter through the facilities of DTC.

d. REDEMPTION: The Bonds are subject to optional redemption prior to maturity, as follows:

Bonds maturing on and after March 1, 2028\* are subject to redemption prior to maturity at the option of the Issuer, in whole or in part, on any date on or after March 1, 2027\*, at par, plus accrued and unpaid interest to the date of redemption.

e. CLOSING DATE: \_\_\_\_\_, 2016 or such other date agreed to by the Issuer and the Underwriter.

f. DELIVERY: Delivery and payment shall be made through the offices of Bond Counsel, or such other place as shall have been mutually agreed upon by the Issuer and the Underwriter.

g. ADDITIONAL CLOSING AND OTHER DOCUMENTS:

1. A copy of the executed Information Return for Tax-Exempt Governmental Obligations, Form 8038-G.

2. The Issuer’s letter of representations to DTC.

3. As applicable: evidence satisfactory to the Underwriter that the Bonds have the ratings(s) set forth on the cover page of the Official Statement.

4. As applicable, the Bond Insurer’s Insurance Policy, together with an opinion of counsel to the Insurer satisfactory in form and substance to the Underwriter as set forth in the Official Statement.

5. Status as “**qualified tax-exemption obligations**” (“**bank qualified**”), if applicable, as set forth in the Official Statement.

6. Taxable/tax-exempt status, as set forth in the Official Statement.

\* Preliminary, subject to change

This Preliminary Official Statement and the information contained herein are subject to completion and amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction. Within seven (7) business days following the sale of the Bonds herein described, the Village will make available its final Official Statement, dated as of the date of such sale, with respect to the Bonds.

DRAFT November 3, 2016

**PRELIMINARY OFFICIAL STATEMENT DATED \_\_\_\_\_, 2016**

NEW ISSUE - BOOK ENTRY ONLY

Insured Rating: S&P's "\_\_\_" (\_\_\_\_ Outlook) (\_\_\_ Insured)  
No Underlying Rating

*Subject to compliance by the Village with certain covenants, in the opinion of Ice Miller LLP, Bond Counsel, under present law, interest on the Bonds is not includible in gross income of the owners thereof for federal income tax purposes and is not included as an item of tax preference in computing the federal alternative minimum tax for individuals and corporations, but such interest is taken into account in computing an adjustment used in determining the federal alternative minimum tax for certain corporations.*

**\$19,370,000\***

**VILLAGE OF ROUND LAKE**

**Lake County, Illinois**

**Lakewood Grove Special Service Areas Numbers One, Three and Four  
Special Tax Refunding Bonds, Series 2016**

**Dated: Date of Delivery**

**Due: As shown on the inside cover**

The Village of Round Lake, Lake County, Illinois, \$19,370,000\* Lakewood Grove Special Service Areas Numbers One, Three and Four Special Tax Refunding Bonds, Series 2016 (the "Bonds") are being issued by the Village of Round Lake, Lake County, Illinois (the "Village"). Interest on the Bonds is payable semiannually on March 1 and September 1 of each year, commencing March 1, 2017. The Depository Trust Company ("DTC"), New York, New York, will act as the securities depository for the Bonds. The ownership of one bond for each maturity will be registered in the name of Cede & Co., as nominee for DTC and no physical delivery of Bonds will be made to purchasers. Amalgamated Bank of Chicago, Chicago, Illinois, will act as trustee and bond registrar (the "Trustee") for the Bonds.

The Bonds are issuable only as fully registered bonds without coupons and, when issued, will be registered in the name of Cede & Co., as nominee of DTC. Individual purchases will be made in book entry form only, in denominations of \$5,000 or integral multiples of \$1,000 in excess thereof.

The proceeds of the Bonds will be used to (i) current refund certain of the Village's outstanding Lakewood Grove Special Service Area Number One Special Tax Refunding Bonds, Series 2007 (the "SSA No. 1 2007 Bonds"), Lakewood Grove Special Service Area Number Three Special Tax Refunding Bonds, Series 2007 (the "SSA No. 3 2007 Bonds") and Lakewood Grove Special Service Area Number Four Special Tax Refunding Bonds, Series 2007 (the "SSA No. 4 2007 Bonds" and, together with the SSA No. 1 2007 Bonds and the SSA No. 3 2007 Bonds, the "Prior Bonds"), (ii) fund certain reserves and (iii) pay certain costs of issuance of the Bonds and the refunding of the Prior Bonds. See "THE BONDS – General Description of the Bonds" herein.

**The Bonds are subject to optional, mandatory and special mandatory redemption prior to maturity as set forth herein.**

The scheduled payment of principal of and interest on the Bonds when due will be guaranteed under an insurance policy to be issued concurrently with the delivery of the Bonds by \_\_\_\_\_ ("\_\_\_" or the "Insurer"). See the heading "BOND INSURANCE" and APPENDIX F herein.

[Insurance logo]

THE BONDS ARE BEING ISSUED PURSUANT TO THE SPECIAL SERVICE AREA TAX LAW OF THE STATE OF ILLINOIS, AS AMENDED, AND, IN THE OPINION OF ICE MILLER LLP, CHICAGO, ILLINOIS, BOND COUNSEL, WILL CONSTITUTE VALID AND LEGALLY BINDING LIMITED OBLIGATIONS OF THE VILLAGE OF ROUND LAKE, LAKE COUNTY, ILLINOIS, PAYABLE SOLELY AND ONLY FROM THE SPECIAL TAX AND AMOUNTS ON DEPOSIT IN CERTAIN OF THE FUNDS ESTABLISHED AND MAINTAINED PURSUANT TO A TRUST INDENTURE, AS SET FORTH HEREIN. THE BONDS ARE NOT SPECIAL TAXES OF THE VILLAGE AND NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE VILLAGE, THE COUNTY OF LAKE, THE STATE OF ILLINOIS, OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE BONDS. NO HOLDER OF ANY BOND SHALL HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY TAXING POWER OF THE VILLAGE (OTHER THAN THE LEVY OF THE SPECIAL TAX AS DESCRIBED HEREIN) FOR PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE BONDS.

The Bonds are offered when, as and if issued, subject to prior sale, withdrawal or modification of the offer without notice, the approving legal opinion of Ice Miller LLP, Chicago, Illinois, Bond Counsel, and certain other conditions. See "TAX MATTERS" herein and Appendix D hereto. Ice Miller LLP is acting as Disclosure Counsel to the Village. Certain legal matters will be passed upon for the Village by its counsel, Tressler LLP, Chicago, Illinois, and for the Underwriter by Nixon Peabody LLP, Chicago, Illinois. It is expected that the Bonds will be available for delivery to DTC in New York, New York on or about \_\_\_\_\_, 2016.



The date of this Official Statement is \_\_\_\_\_, 2016.

\* Preliminary, subject to change.

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**MATURITIES, INTEREST RATES, YIELDS, PRICES AND CUSIPS**

**\$19,370,000\***

**Lakewood Grove Special Service Areas Numbers One, Three and Four  
Special Tax Refunding Bonds, Series 2016**

<b>Principal Amount*</b>	<b>March 1</b>	<b>Interest Rate</b>	<b>Yield</b>	<b>Price</b>	<b>CUSIP<sup>(1)</sup></b>
\$ 770,000	2018	%	%	%	
815,000	2019	%	%	%	
850,000	2020	%	%	%	
905,000	2021	%	%	%	
955,000	2022	%	%	%	
1,015,000	2023	%	%	%	
1,075,000	2024	%	%	%	
1,145,000	2025	%	%	%	
1,220,000	2026	%	%	%	
1,295,000	2027	%	%	%	
1,375,000	2028	%	%	%	

\$7,950,000\* \_\_\_% Term Bond due March 1, 2033; Interest Rate \_\_\_%; Yield \_\_\_%; Price \_\_\_\_\_%; CUSIP<sup>(1)</sup> \_\_\_\_\_

(1) CUSIP data herein is provided by the CUSIP Global Services, managed on behalf of the American Bankers Association by S&P Capital IQ, a part of McGraw-Hill Companies Financial. No representations are made as to the correctness of the CUSIP numbers. These CUSIP numbers may also be subject to change after the issuance of the Bonds.

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\* Preliminary, subject to change.

This Official Statement (the "Official Statement") should be considered in its entirety and no one factor should be considered more or less important than any other by reason of its position in this Official Statement. Where statutes, reports, or other documents are referred to herein, reference should be made to such statutes, reports, or other documents for more complete information regarding the rights and obligations of parties thereto, facts and opinions contained therein and the subject matter thereof.

No dealer, broker, salesman or other person has been authorized by the Village or the Underwriter to give any information or to make any representations, other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized by either of the foregoing or by the Village. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information set forth herein has been obtained from the Village and by DTC and other sources that are believed to be reliable, but such information is not guaranteed as to accuracy or completeness and is not to be construed as a representation by the Underwriter. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the Village since the date as of which information is given in this Official Statement.

Any statements made in this Official Statement, including the Appendices, involving matters of opinion or estimates, whether or not so expressly stated are set forth as such and not as representations of fact, and no representation is made that any of such estimates will be realized. This Official Statement contains certain forward-looking statements and information that are based on the Village's beliefs as well as assumptions made by and information currently available to the Village. Such statements are subject to certain risks, uncertainties and assumptions. Should one or more of these risks or uncertainties materialize, or should underlying assumptions prove incorrect, actual results may vary materially from those anticipated, estimated or expected.

The Official Statement is in a form deemed final by the Village for the purposes of Rule 15c2-12(b)(1) under the Securities Exchange Act of 1934, as amended (except for certain information permitted to be omitted under the Rule).

THE BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 NOR HAS THE BOND ORDINANCE BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1940 IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH ACTS. THE REGISTRATION OR QUALIFICATION OF THE BONDS IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF SECURITIES LAWS OF THE STATES IN WHICH THE BONDS HAVE BEEN REGISTERED OR QUALIFIED AND THE EXEMPTION FROM REGISTRATION OR QUALIFICATION IN OTHER STATES CANNOT BE REGARDED AS A RECOMMENDATION THEREOF. NEITHER THESE STATES NOR ANY OF THEIR AGENCIES HAVE MADE RECOMMENDATION THEREOF. NEITHER THESE STATES NOR ANY OF THEIR AGENCIES HAVE PASSED UPON THE MERITS OF THE BONDS OR THE ACCURACY OR COMPLETENESS OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

CERTAIN PERSONS PARTICIPATING IN THIS OFFERING MAY ENGAGE IN TRANSACTIONS THAT MAINTAIN OR OTHERWISE AFFECT THE PRICE OF THE BONDS. SPECIFICALLY, THE UNDERWRITER MAY OVERALLOT IN CONNECTION WITH THE OFFERING, AND MAY BID FOR, AND PURCHASE, THE BONDS IN THE OPEN MARKET. THE PRICES AND OTHER TERMS RESPECTING THE OFFERING AND SALE OF THE BONDS MAY BE CHANGED FROM TIME TO TIME BY THE UNDERWRITER AFTER THE BONDS ARE RELEASED FOR SALE, AND THE BONDS MAY BE OFFERED AND SOLD AT PRICES OTHER THAN THE INITIAL OFFERING PRICES, INCLUDING SALES TO DEALERS WHO MAY SELL THE BONDS INTO INVESTMENT ACCOUNTS. PRICES OF THE BONDS AS TRADED IN THE SECONDARY MARKET ARE SUBJECT TO ADJUSTMENT UPWARD AND DOWNWARD IN RESPONSE TO CHANGES IN THE CREDIT MARKETS AND OTHER PREVAILING CIRCUMSTANCES. NO GUARANTEE EXISTS AS TO THE FUTURE MARKET VALUE OF THE BONDS. SUCH MARKET VALUE COULD BE SUBSTANTIALLY DIFFERENT FROM THE ORIGINAL PURCHASE PRICE.

Pursuant to continuing disclosure requirements promulgated by the Securities and Exchange Commission in Rule 15c2-12, as amended, the Village will enter into a Continuing Disclosure Undertaking. For a description of the Continuing Disclosure Undertaking, see "CONTINUING DISCLOSURE" and "THE UNDERTAKING".

References herein to laws, rules, regulations, ordinances, resolutions, agreements, reports and other documents do not purport to be comprehensive or definitive. All references to such documents are qualified to their entirety by reference to the particular document, the full text of which may contain qualifications of and exceptions to statements made herein. Where full texts have not been included as appendices to this Official Statement they will be furnished on request.

References to website addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader's convenience. Unless specified otherwise, such websites and the information or links contained therein are not incorporated into, and are not part of, this Official Statement for purposes of, and as that term is defined in, SEC Rule 15c2-12.

\_\_\_\_\_ ("\_\_\_\_") makes no representation regarding the Bonds or the advisability of investing in the Bonds. In addition, \_\_\_\_ has not independently verified, makes no representation regarding, and does not accept any responsibility for the accuracy or completeness of this Official Statement or any information or disclosure contained herein, or omitted herefrom, other than with respect to the accuracy of the information regarding \_\_\_\_, supplied by \_\_\_\_ and presented under the heading "Bond Insurance" and "**APPENDIX E - Specimen Municipal Bond Insurance Policy**".

## **BOND ISSUE SUMMARY**

This Bond Issue Summary is expressly qualified by the entire Official Statement which should be reviewed in its entirety by potential investors.

- Issuer:** Village of Round Lake, Lake County, Illinois.
- Issue:** \$19,370,000\* Lakewood Grove Special Service Areas Numbers One, Three and Four Special Tax Refunding Bonds, Series 2016.
- Dated Date:** Date of Delivery.
- Interest Due:** Interest on the Bonds is payable semiannually on March 1 and September 1, commencing March 1, 2017.
- Principal Due:** Serially, maturing on March 1, 2018 through March 1, 2028, with a term bond due March 1, 2033.
- Optional Redemption:** Bonds maturing on and after March 1, 2028 are subject to redemption prior to maturity at the option of the Village, in whole or in part, on any date on or after March 1, 2027, at par, plus accrued and unpaid interest to the date of redemption. See “**THE BONDS – Redemption**” herein.
- Mandatory Redemption:** The Bonds are subject to mandatory sinking fund redemption, mandatory redemption upon condemnation, special mandatory redemption from optional prepayment of special taxes. See “**THE BONDS – Redemption**” herein.
- Special Mandatory Redemption:** The Bonds are subject to special mandatory redemption on any interest payment date from prepayments of the Special Tax. See “**THE BONDS – Optional Prepayment of Special Tax**” herein.
- Rating:** Standard & Poor’s is expected to assign its credit rating of “\_\_” (\_\_\_\_ outlook) to the Bonds, with the understanding that, upon delivery of the Bonds, a Municipal Bond Insurance Policy will be issued by \_\_\_\_\_. The Bonds have no underlying credit rating. See “**RATING**” herein.
- Bond Insurance:** \_\_\_\_\_ (“\_\_\_\_\_”), has made a commitment to issue a Municipal Bond Insurance Policy relating to the Bonds (the “Policy”). See “**BOND INSURANCE**” and **APPENDIX F** herein.
- Purpose:** The proceeds of the Bonds will be used to (i) current refund certain of the Village’s outstanding Lakewood Grove Special Service Area Number One Special Tax Refunding Bonds, Series 2007 (the “SSA No. 1 2007 Bonds”), Lakewood Grove Special Service Area Number Three Special Tax Refunding Bonds, Series 2007 (the “SSA No. 3 2007 Bonds”) and

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\* Preliminary, subject to change.

Lakewood Grove Special Service Area Number Four Special Tax Refunding Bonds, Series 2007 (the “SSA No. 4 2007 Bonds” and, together with the SSA No. 1 2007 Bonds and the SSA No. 3 2007 Bonds, the “Prior Bonds”), (ii) fund certain reserves and (iii) pay certain costs of issuance of the Bonds and the refunding of the Prior Bonds. See “**THE REFUNDING PLAN**” herein.

**Security:**

THE BONDS WILL CONSTITUTE VALID AND LEGALLY BINDING LIMITED OBLIGATIONS OF THE VILLAGE, PAYABLE SOLELY AND ONLY FROM THE SPECIAL TAXES (AS PROVIDED IN THE BOND ORDINANCE, THE SPECIAL TAX REPORTS AND THE TRUST INDENTURE) AND AMOUNTS ON DEPOSIT IN CERTAIN OF THE FUNDS AND ACCOUNT ESTABLISHED AND MAINTAINED UNDER THE TRUST INDENTURE, AS SET FORTH HEREIN. THE BONDS ARE NOT SPECIAL TAXES OF THE VILLAGE AND NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE VILLAGE, THE COUNTY OF LAKE, THE STATE OF ILLINOIS, OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE BONDS. NO HOLDER OF ANY BOND SHALL HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY TAXING POWER OF THE VILLAGE (OTHER THAN THE LEVY OF THE SPECIAL TAX) FOR PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE BONDS. SEE “**SECURITY AND SOURCE OF PAYMENT FOR THE BONDS**” HEREIN.

**Reserve Fund:**

A separate and special fund of the Village exists with the Trustee which is designated as “The Lakewood Grove Special Service Areas Numbers One, Three and Four Special Tax Refunding Bonds, Reserve Fund” (the “Reserve Fund”), and which must be maintained in an amount equal to the Reserve Requirement. Amounts deposited in the Reserve Fund shall be used solely for the purpose described herein in “SECURITY AND SOURCE OF PAYMENT FOR THE BONDS – Pledged Funds-Reserve Fund.”

**Legal Opinion:**

Ice Miller LLP, Chicago, Illinois will provide an opinion as to the legality and the tax-exempt status of the Bonds as discussed in this Official Statement. Interest on the Bonds is excluded from gross income for federal income tax purposes as further described herein. Interest on the Bonds is not exempt from present State of Illinois income taxes.

**Trustee and Bond Registrar:**

Amalgamated Bank of Chicago, Chicago, Illinois, will act as Trustee and Bond Registrar for the Bonds. The Village reserves the right to appoint a replacement trustee and bond registrar in the future.

**Underwriter:**

Bernardi Securities, Inc., Chicago, Illinois.

**VILLAGE OF ROUND LAKE,  
LAKE COUNTY, ILLINOIS**

442 N. Cedar Lake Road  
Round Lake, Illinois 60073  
(847) 546-5400

**Mayor**

Daniel A. MacGillis

**Board of Trustees**

Russell Kraly  
Don Newby  
Charlie Foy  
Sergio Rodriguez  
Henry Frye, Jr.  
Susan Triphahn

**Village Clerk**

Patricia C. Blauvelt

**Village Administrator**

Steven J. Shields

**Director of Finance**

Wayde Frerichs

**Village's Counsel**

Law Offices of Tressler LLP  
Chicago, Illinois

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**Bond Counsel**

Ice Miller LLP  
Chicago, Illinois

**Disclosure Counsel**

Ice Miller LLP  
Chicago, Illinois

**Underwriter**

Bernardi Securities Inc.  
Chicago, Illinois

**Underwriter's Counsel**

Nixon Peabody LLP  
Chicago, Illinois

**Trustee**

Amalgamated Bank of Chicago  
Chicago, Illinois

**Special Service Area Administrator**

David Taussig & Associates, Inc.  
Newport Beach, California

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**\$19,370,000\***  
**Village of Round Lake**  
**Lake County, Illinois**  
**Lakewood Grove Special Service Areas Numbers One, Three and Four**  
**Special Tax Refunding Bonds, Series 2016**

**INTRODUCTORY STATEMENT**

This Official Statement, which includes the cover page and Appendices attached hereto, is provided to furnish information in connection with the issuance and sale by the Village of Round Lake, Lake County, Illinois (the “Village”) of \$19,370,000\* aggregate principal amount of Lakewood Grove Special Service Areas Numbers One, Three and Four Special Tax Refunding Bonds, Series 2016 (the “Bonds”). The Bonds will be issued by the Village pursuant to (i) the Illinois Constitution of 1970; (ii) the Special Service Area Tax Law of the State of Illinois, as amended (the “Special Service Area Act”); (iii) the Local Government Debt Reform Act of the State of Illinois, as amended (the “Debt Reform Act”); (iv) Ordinance No. \_\_\_ of the Village adopted at a board meeting held on November 7, 2016 (the “Bond Ordinance”) providing for the issuance of the Bonds and the refunding of the Prior Bonds; and (v) a Trust Indenture dated as of December 1, 2016 (the “Trust Indenture”) between the Village and Amalgamated Bank of Chicago, Chicago, Illinois, as trustee (the “Trustee”). The Bonds will be issued as fully registered bonds without coupons in book entry only form in denominations of \$5,000 or any integral multiple of \$1,000 in excess thereof. The Bonds will be secured primarily by the proceeds of the Special Taxes (as defined in the Trust Indenture and compiled, extended and collected in accordance with each applicable Special Tax Roll and Report attached hereto as APPENDIX A and hereafter referred to as the “Special Tax Reports”) levied on certain property within the Village of Round Lake Lakewood Grove Special Service Area Number One (the “SSA No. 1”), Lakewood Grove Special Service Area Number Three (the “SSA No. 3”) and Lakewood Grove Special Service Area Number Four (the “SSA No. 4” and, together with SSA No. 1 and SSA No. 3, the “Areas” or the “Special Service Areas”). In addition, the Bonds will be payable from and secured by certain funds established pursuant to the Trust Indenture. See “SECURITY AND SOURCE OF PAYMENT FOR THE BONDS” herein. Capitalized terms used but not defined herein shall have the meaning given such terms in the Trust Indenture. See “APPENDIX C – Trust Indenture.”

SSA No. 1, otherwise known as Units 1 and 2 of Lakewood Grove Phase 1, is generally located north of State Route 60 and east of Cedar Lake Road and includes the northeast quadrant at the intersection of State Route 60 and Cedar Lake Road and then extends northerly to the south of the Prairie Walk Subdivision Phase 1 in the Village. SSA No. 1 has been fully developed with finished lots consisting of 313 detached single family homes (“Single Family Home(s)”) and 138 duplex units (“Duplex(es)”), which is consistent with the original development projections. A finished lot for a Single Family Home shall be sometimes referred to herein as a “Single Family Home Parcel.” A Duplex unit shall be sometimes referred to herein as a “Duplex Parcel.”

SSA No. 3 is approximately 49 acres which is generally located south of State Route 60, east and west of the realigned Cedar Lake Road. SSA No. 3 has been fully developed with finished lots consisting of 40 detached Single Family Homes and 130 attached single family units (“Townhome(s)”), which is consistent with the original development projections. A Townhome unit shall be sometimes referred to herein as a “Townhome Parcel.”

SSA No. 4 is an approximately 135 acre parcel known as Lakewood Grove South. It is generally located south of State Route 60 and east and west of Cedar Lake Road, and north of Chadron Road in the Village. SSA No. 4 has been fully developed with finished lots consisting of 117 detached Single Family Homes and 62 Duplex units, which is consistent with the original development projections. Single Family Home

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\* Preliminary, subject to change.

Parcels, Duplex Parcels and Townhome Parcels are sometimes collectively referred to herein as “Parcels.” See “**SPECIAL SERVICES**” for a more detailed description.

The proceeds of the Bonds will be used to (i) current refund certain of the Village’s outstanding Prior Bonds, (ii) fund certain reserves and (iii) pay certain costs of issuance of the Bonds and the refunding of the Prior Bonds. The proceeds of the SSA No. 1 2007 Bonds were used by the Village to (a) advance refund the Village’s then outstanding Lakewood Grove Special Service Area Number One Special Tax Bonds, Series 2003 (the “SSA No. 1 2003 Bonds”), (b) fund certain reserves and (c) fund certain costs of issuing the SSA No. 1 2007 Bonds. The proceeds of the SSA No. 3 2007 Bonds were used by the Village to (a) advance refund the Village’s outstanding Lakewood Grove Special Service Area Number Three Special Tax Bonds, Series 2003 (the “SSA No. 3 2003 Bonds”), (b) fund certain reserves, and (c) pay the costs of issuing the SSA No. 3 2007 Bonds. The proceeds of the SSA No. 4 2007 Bonds were used by the Village to (a) advance refund the Village’s outstanding Lakewood Grove Special Service Area Number Four Special Tax Bonds, Series 2003 (the “SSA No. 4 2003 Bonds” and, together with the SSA No. 1 2003 Bonds and the SSA No. 3 2003 Bonds, the “2003 Bonds”), (b) fund certain reserves and (c) pay the costs of issuing the SSA No. 4 2007 Bonds.

THE BONDS ARE BEING ISSUED PURSUANT TO THE SPECIAL SERVICE AREA TAX LAW OF THE STATE OF ILLINOIS, AS AMENDED, AND, IN THE OPINION OF ICE MILLER LLP, CHICAGO, ILLINOIS, BOND COUNSEL, WILL CONSTITUTE VALID AND LEGALLY BINDING LIMITED OBLIGATIONS OF THE VILLAGE, PAYABLE SOLELY AND ONLY FROM THE SPECIAL TAX AND AMOUNTS ON DEPOSIT IN CERTAIN OF THE FUNDS ESTABLISHED AND MAINTAINED PURSUANT TO THE TRUST INDENTURE, AS SET FORTH HEREIN. THE BONDS ARE NOT SPECIAL TAXES OF THE VILLAGE AND NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE VILLAGE, THE COUNTY OF LAKE, THE STATE OF ILLINOIS, OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE BONDS. NO HOLDER OF ANY BOND SHALL HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY TAXING POWER OF THE VILLAGE (OTHER THAN THE LEVY OF THE SPECIAL TAX AS DESCRIBED HEREIN) FOR PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE BONDS.

## **THE BONDS**

### **General Description of the Bonds**

The Bonds will be issued in the aggregate principal amount of \$19,370,000\*, will bear interest at the rate, and will mature on the date, as set forth on the inside cover page of this Official Statement and are subject to optional, mandatory sinking fund, and other mandatory redemption as described herein. The Bonds will be issued only as fully registered bonds without coupons in book entry form, in authorized denominations of \$5,000 or any integral multiple of \$1,000 in excess thereof.

The Depository Trust Company, New York, New York (“DTC”), will act as securities depository for the Bonds. Principal of, premium, if any, and interest on the Bonds will be paid by the Trustee directly to DTC, which will remit such principal, premium, if any, and interest to DTC’s Participants, who, in turn will be responsible for remitting such payments to the Beneficial Owners of the Bonds. See “THE BONDS – Book Entry Only System.”

Interest on the Bonds will be paid in lawful money of the United States of America semiannually on March 1 and September 1 of each year (each, an “Interest Payment Date”), commencing March 1, 2017. Interest on the Bonds shall be calculated on the basis of a 360-day year composed of twelve 30-day months.

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\* Preliminary, subject to change.

The sum of \$19,370,000\* shall be borrowed by the Village pursuant to the Special Service Area Act and the Debt Reform Act for the purpose of (i) current refunding the Prior Bonds, (ii) paying the costs of the Village in connection with the issuance of the Bonds and the redemption of the Prior Bonds, and (iii) funding deposits to the Reserve Fund and the Administrative Expense Fund. In evidence of such borrowing, the Bonds in the aggregate principal amount of \$19,370,000\* shall be issued as provided in the Bond Ordinance and the Trust Indenture. The Bonds shall be designated “Lakewood Grove Special Service Areas Numbers One, Three and Four Special Tax Refunding Bonds, Series 2016” and shall be dated as of the date of their delivery.

## **Redemption**

*Optional Redemption.* The Bonds maturing on or after March 1, 2028 are subject to redemption prior to maturity at the option of the Village, in whole or in part, on any date on or after March 1, 2027, at par, plus accrued and unpaid interest to the date of redemption.

Any optional redemption of the Bonds in part will be applied, to the extent possible, to reduce pro rata the amount of the Bonds required to be redeemed by mandatory sinking fund redemption and paid at maturity pursuant to the Trust Indenture, and so as to maintain the proportion of principal maturing and subject to mandatory sinking fund redemption in each year to the total original principal amount of the Bonds.

*Mandatory Sinking Fund Redemption.* The Bonds maturing on [March 1, 20\_\_] are subject to mandatory sinking fund redemption and final payment at a price of par plus accrued interest, without premium, to the extent set forth in the Trust Indenture, on March 1, of the years and in the amounts as follows:

Year	Amount
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The foregoing mandatory sinking fund redemption requirements are subject to adjustment as set forth in the Trust Indenture and as described below, upon any optional or mandatory redemption described below.

The Village covenants that it will redeem the Bonds pursuant to the mandatory sinking fund redemption requirements for the Bonds to the extent amounts are on deposit in the Bond and Interest Fund maintained by the Village. If the full amount of the sinking fund requirement as set forth in the chart above is not on deposit in the Bond and Interest Fund on the date set forth in the chart above, Bonds shall only be redeemed in an amount equal to the amount on deposit in the Bond and Interest Fund (provided that any such redemption shall only be in an authorized denomination) with the remaining amounts to be redeemed once moneys are on deposit in the Bond and Interest Fund. Proper provision for mandatory redemption having been made, the Village covenants that the Bonds so selected for redemption shall be payable upon redemption and taxes have been levied and will be collected as provided in the Trust Indenture and in the Bond Ordinance for such purposes.

*Mandatory Redemption Upon Condemnation.* The Bonds are subject to mandatory redemption on any Interest Payment Date, in part, at a redemption price equal to the principal amount to be redeemed, together with accrued interest to the date fixed for redemption, without premium, from amounts in the Bond and Interest Fund consisting of the proceeds received by the Village in connection with a condemnation of any of the Special Services or any other property dedicated to, or owned by, the Village within the Special Service Areas and allocable to the Bonds as determined by the special tax consultant retained by the Village in connection with the Special Service Areas (the “Special Tax Consultant”) and which proceeds are not used by the Village to rebuild the Special Services.

Any mandatory redemption of the Bonds as described in the preceding paragraph will be applied, to the extent possible, to reduce pro rata the amount of Bonds required to be redeemed by mandatory sinking

fund redemption and paid at maturity pursuant to the Trust Indenture and so as to maintain the proportion of principal maturing in each year and subject to mandatory sinking fund redemption to the total original principal amount of the Bonds.

*Special Mandatory Redemption from Prepayment of Special Tax.* The Bonds are also subject to mandatory redemption on any Interest Payment Date, in part, from prepayments of the Special Tax, from amounts available for disbursement from the Special Redemption Account pursuant to the Trust Indenture and from amounts transferred from the Reserve Fund and the Special Reserve Fund to the Special Redemption Account pursuant to the Trust Indenture, at par, together with accrued interest on such Bonds to the date fixed for redemption.

Any special mandatory redemption of the Bonds pursuant to the previous paragraph will be applied, to the extent possible, to reduce pro rata the amount of the Bonds required to be redeemed by mandatory sinking fund redemption and paid at maturity pursuant to the Trust Indenture and so as to maintain the proportion of principal maturing in each year and subject to mandatory sinking fund redemption to the total original principal amount of the Bonds.

*Redemption Provisions; Notice of Redemption.* If less than all the Bonds of any maturity are to be redeemed on any redemption date, the Bond Registrar appointed in the Trust Indenture shall assign to each Bond of the maturity to be redeemed a distinctive number for each \$1,000 of principal amount of that Bond. The Bond Registrar shall then select by lot from the numbers so assigned, using such method as it shall deem proper in its discretion, as many numbers as, at \$1,000 per number, shall equal the principal amount of the Bonds of that maturity to be redeemed; provided that following any redemption, no Bond shall be outstanding in an amount less than the minimum authorized denomination.

Notice of the redemption of any Bonds, which by their terms shall have become subject to redemption, shall be given to the registered owner of each Bond or portion of a Bond called for redemption not less than 30 or more than 60 days before any date established for redemption of the Bonds, by the Bond Registrar, on behalf of the Village, by first class mail sent to the registered owner's last address, if any, appearing on the registration books kept by the Bond Registrar. All notices of redemption shall include at least the designation, date and maturities of the Bonds called for redemption, CUSIP Numbers, if available, and the date of redemption. In the case of a Bond to be redeemed in part only, the notice shall also specify the portion of the principal amount of the Bond to be redeemed. The mailing of the notice specified above to the registered owner of any Bond shall be a condition precedent to the redemption of that Bond, provided that any notice which is mailed in accordance with the Trust Indenture shall be conclusively presumed to have been duly given whether or not the owner received the notice. The failure to mail notice to the owner of any Bond, or any defect in that notice, shall not affect the validity of the redemption of any other Bond for which notice was properly given.

Any notice of optional redemption may also state (and shall state if the Village shall so direct) that the redemption is conditioned on receipt of moneys for such redemption by the Trustee on or prior to the redemption date; if such moneys are not received, the redemption of the Bonds for which notice was given shall not be made. In the event of any revocation of notice of optional redemption, the Trustee shall send notice of such revocation to the registered owners of the Bonds within three (3) Business Days after such proposed redemption date.

*Purchase in Lieu of Redemption.* In lieu of redemption as provided in the Trust Indenture, moneys in the Bond and Interest Fund may be used and withdrawn by the Village for the purchase of outstanding Bonds, at public or private sale as and when, and at such prices (including brokerage and other charges) as the Village may provide, but in no event may the Bonds be purchased at a price in excess of the principal amount of such Bonds, plus interest accrued to the date of purchase and any premium which would otherwise be due if such Bonds were to be redeemed in accordance with the Trust Indenture.

## **Optional Prepayment of Special Tax**

The manner in which Special Taxes may be prepaid is described in the Special Tax Reports, attached hereto as APPENDIX A. Generally, the Special Taxes may be prepaid with respect to any Parcel of property at any time and the obligation to pay the Special Taxes permanently satisfied by the payment of (i) an amount equal to all delinquent Special Taxes on such Parcel, including any applicable penalties and related costs as required by law, and Special Taxes due on such Parcel but not yet paid for the calendar year in which such prepayment is made, plus (ii) an amount equal to the amount of prepayment determined in accordance with the formula set forth in the Special Tax Reports. See APPENDIX A hereto for a more complete discussion of the calculation of the amount of prepayment of Special Taxes.

## **Book Entry Only System**

THE INFORMATION PROVIDED IMMEDIATELY BELOW CONCERNING DTC AND THE BOOK-ENTRY-ONLY SYSTEM, AS IT CURRENTLY EXISTS, IS BASED SOLELY ON INFORMATION PROVIDED BY DTC AND IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS BY, AND IS NOT TO BE CONSTRUED AS A REPRESENTATION BY, THE UNDERWRITER OR THE VILLAGE.

DTC will act as securities depository for the Bonds. The Bonds will be issued as fully-registered bonds registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of bond certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com).

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished

by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Trustee and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Village as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detailed information from the Village or the Trustee, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with bonds held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee, or the Village, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Village or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

A Beneficial Owner shall give notice to elect to have its Bonds purchased or tendered, through its Participant, to the Trustee, and shall effect delivery of such Bonds by causing the Direct Participant to transfer the Participant's interest in the Bonds, on DTC's records to the Trustee. The requirement for physical delivery of Bonds in connection with an optional tender or a mandatory purchase will be deemed

satisfied when the ownership rights in the Bonds are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Bonds to the Trustee's DTC account.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the Village or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

The Village may decide to discontinue use of the book-entry only system transfers through DTC (or successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Village believes to be reliable, but the Village takes no responsibility for the accuracy thereof.

NEITHER THE VILLAGE, THE UNDERWRITER, NOR THE TRUSTEE WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO ANY DIRECT PARTICIPANTS OR INDIRECT PARTICIPANTS OR THE PERSONS FOR WHOM THEY ACT WITH RESPECT TO (1) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY SUCH DIRECT PARTICIPANT OR INDIRECT PARTICIPANT; (2) THE PAYMENT BY ANY PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF OR INTEREST OR PREMIUM ON THE BONDS; (3) THE DELIVERY BY ANY SUCH DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY NOTICE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THE TRUST INDENTURE TO BE GIVEN TO BONDHOLDERS; (4) THE SELECTION OF THE BENEFICIAL OWNERS TO RECEIVE PAYMENT IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (5) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS BONDHOLDER.

### **THE REFUNDING PLAN**

The Village will use proceeds of the Bonds, when issued, and moneys released under each applicable trust indenture for the Prior Bonds, to (i) current refund certain of the Prior Bonds, as described below, (ii) fund certain reserves and (iii) pay costs associated with the issuance of the Bonds.

The Village has determined the refunding of the Prior Bonds to be in the public interest and in furtherance of the public purposes of the Village. The Village expects to deposit \$1,407,300\* from the proceeds of the Bonds into the Reserve Fund created pursuant to the Trust Indenture. The tables below set forth the maturity dates and principal amounts payable to refund the Prior Bonds and the redemption date of the Prior Bonds.

#### **SSA No. 1 2007 Bonds**

<b><u>March 1</u></b>	<b><u>Outstanding Amount</u></b>	<b><u>Amount Refunded</u></b>	<b><u>Redemption Date</u></b>
2017	\$ 285,000	\$ -	Maturity
2023 <sup>(1)</sup>	2,410,000	2,410,000	March 1, 2017
2032 <sup>(1)</sup>	6,720,000	6,720,000	March 1, 2017
2033 <sup>(1)</sup>	<u>1,981,000</u>	<u>1,937,000</u>	March 1, 2017
Total	\$11,396,000	\$11,067,000	

(1) Includes sinking fund payments on term bonds.

#### **SSA No. 3 2007 Bonds**

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\* Preliminary, subject to change.

<u>March 1</u>	<u>Outstanding Amount</u>	<u>Amount Refunded</u>	<u>Redemption Date</u>
2017	\$109,000	\$ -	Maturity
2033 <sup>(1)</sup>	<u>3,272,000</u>	<u>3,272,000</u>	March 1, 2017
Total	\$3,381,000	\$3,272,000	

(1) Includes sinking fund payments on term bonds.

#### SSA No. 4 2007 Bonds

<u>March 1</u>	<u>Outstanding Amount</u>	<u>Amount Refunded</u>	<u>Redemption Date</u>
2017	156,000	\$ -	Maturity
2033 <sup>(1)</sup>	<u>4,685,000</u>	<u>4,685,000</u>	March 1, 2017
Total	\$4,841,000	\$4,685,000	

(1) Includes sinking fund payments on term bonds.

### SPECIAL SERVICES

The Special Services, as defined in the Trust Indenture and financed with the proceeds of the 2003 Bonds, consisted of certain on- and off-site public improvements generally described as sanitary sewer treatment facilities and mains, water distribution facilities and mains, storm sewer improvements, road improvements, and appurtenances in connection therewith necessary to serve the Special Service Areas.

### ESTIMATED SOURCES AND USES OF FUNDS

#### Sources of Funds:

Par Amount of Bonds	\$19,370,000*
Reoffering [Premium/Discount]	
Transfer from Prior Bonds Special Reserve Fund	
Transfer from Prior Bonds Debt Service Reserve Fund	
Total:	\$_____

#### Uses of Funds:

Deposit to Current Refunding Fund	
Costs of Issuance <sup>(1)</sup>	
[Deposit to Special Reserve Fund]	
Deposit to Reserve Fund	
Total:	\$_____

(1) Costs of issuance include underwriter's discount, gross bond insurance premium, counsel fees, and other costs associated with the issuance of the Bonds.

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\* Preliminary, subject to change.

## DEBT SERVICE REQUIREMENTS

The following table sets forth the debt service schedule for the Bonds based on the maturity, and interest rate set forth on the cover of this Official Statement, assuming no redemptions other than mandatory sinking fund redemptions are made:

<u>Date</u>	<u>Principal*</u>	<u>Coupon</u>	<u>Interest</u>	<u>Total Principal and Interest</u>
3/1/2018	\$ 770,000			
3/1/2019	815,000			
3/1/2020	850,000			
3/1/2021	905,000			
3/1/2022	955,000			
3/1/2023	1,015,000			
3/1/2024	1,075,000			
3/1/2025	1,145,000			
3/1/2026	1,220,000			
3/1/2027	1,295,000			
3/1/2028	1,375,000			
3/1/2029	1,465,000 <sup>(1)</sup>			
3/1/2030	1,550,000 <sup>(1)</sup>			
3/1/2031	1,650,000 <sup>(1)</sup>			
3/1/2032	1,745,000 <sup>(1)</sup>			
3/1/2033	<u>1,540,000<sup>(1)</sup></u>			
Total	\$19,370,000			

(1) Sinking fund payments for the 2033 Term Bond.

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## EXPECTED SPECIAL TAX AND DEBT SERVICE COVERAGE

Bond Year <u>Ending</u>	Bonds Proposed Debt <u>Service<sup>(1)*</sup></u>	Trustee & Admin. <u>Fees<sup>(2)*</sup></u>	Est. Reserve Fund <u>Earnings<sup>(3)</sup></u>	Adjusted Debt <u>Service*</u>	Maximum <u>Special Tax</u> <sup>(4)</sup>	Debt Service <u>Coverage*</u>
3/1/2018	\$1,475,850	\$60,437	(\$7,036)	\$1,529,251	\$1,944,212	1.27
3/1/2019	1,505,450	61,042	(7,036)	1,559,456	1,973,374	1.27
3/1/2020	1,524,150	61,652	(7,036)	1,578,766	2,002,976	1.27
3/1/2021	1,553,650	62,269	(7,036)	1,608,883	2,033,019	1.26
3/1/2022	1,576,500	62,892	(7,036)	1,632,356	2,063,513	1.26
3/1/2023	1,607,850	63,251	(7,036)	1,664,335	2,094,467	1.26
3/1/2024	1,637,400	64,157	(7,036)	1,694,521	2,125,884	1.25
3/1/2025	1,664,400	64,798	(7,036)	1,722,162	2,157,772	1.25
3/1/2026	1,693,600	65,447	(7,036)	1,752,011	2,190,138	1.25
3/1/2027	1,719,800	66,102	(7,036)	1,778,886	2,222,990	1.25
3/1/2028	1,748,000	66,763	(7,036)	1,807,727	2,256,335	1.25
3/1/2029	1,783,000	67,430	(7,036)	1,843,394	2,290,181	1.24
3/1/2030	1,809,400	68,105	(7,036)	1,870,469	2,324,534	1.24
3/1/2031	1,847,400	68,785	(7,036)	1,909,149	2,359,402	1.24
3/1/2032	1,876,400	69,473	(7,036)	1,938,837	2,394,792	1.24
3/1/2033	<u>1,601,600</u>	70,167	(1,407,300)	264,467	2,430,715	9.19
	<u>\$26,624,450</u>					

(1) Does not include interest payment of \$166,659.02\* due on March 1, 2017, which will be paid from the Special Taxes levied in tax year 2015 and collected in calendar year 2016.

(2) Trustee and Administrative Fees are estimated at \$60,437 per year and are projected to increase approximately 1% per year.

(3) Assumes a 0.50% investment rate on the Reserve Fund.

(4) Adjusted to reflect prepayment of the Special Taxes for one (1) Single Family Home Parcel in SSA No. 1 and two (2) Single Family Home Parcels in SSA No. 3. See "THE SPECIAL SERVICE AREAS AND SPECIAL TAXES – Maximum Special Tax For Levy Years 2016-2031."

## SECURITY AND SOURCE OF PAYMENT FOR THE BONDS

### General

The Bonds and the interest thereon are limited obligations of the Village secured and payable solely from the Special Taxes and other moneys deposited in the Funds and Accounts established pursuant to the Trust Indenture other than the Administrative Expense Fund and the Rebate Fund. When collected, the Special Taxes and any foreclosure proceeds shall be placed in the Bond and Interest Fund. In addition, proceeds received by the Village from a condemnation of any of the Special Services or any other property owned by or dedicated to the Village within the Special Service Areas and allocable to the Bonds which is not used to rebuild the Special Services shall be deposited in the Bond and Interest Fund as security for the Bonds.

IN THE OPINION OF BOND COUNSEL, THE BONDS WILL CONSTITUTE VALID AND LEGALLY BINDING LIMITED OBLIGATIONS OF THE VILLAGE, PAYABLE SOLELY AND ONLY FROM THE SPECIAL TAXES (AS PROVIDED IN THE BOND ORDINANCE, THE SPECIAL TAX REPORTS AND THE TRUST INDENTURE) AND AMOUNTS ON DEPOSIT IN CERTAIN OF THE FUNDS AND ACCOUNTS ESTABLISHED AND MAINTAINED UNDER THE TRUST INDENTURE, AS SET FORTH HEREIN. THE BONDS ARE NOT GENERAL OBLIGATIONS OF THE VILLAGE AND NEITHER THE FULL FAITH AND CREDIT NOR THE UNLIMITED TAXING POWER OF THE VILLAGE, THE COUNTY OF LAKE, THE STATE OF ILLINOIS, OR ANY

\* Preliminary, subject to change.

POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE BONDS. NO HOLDER OF ANY BOND SHALL HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY TAXING POWER OF THE VILLAGE (OTHER THAN THE LEVY OF THE SPECIAL TAX) FOR PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE BONDS.

The amount of Special Taxes that the Village may levy in the Areas in any year is strictly limited by the maximum rates approved by the President and Board of Trustees (the “Corporate Authorities”) at the time of formation of the Areas. The Village is legally authorized under the Special Service Area Act, and has covenanted in the Trust Indenture, to extend and collect the Special Taxes in an amount determined according to the Special Tax Reports. Pursuant to the Bond Ordinance, the Village has levied the Special Taxes in the amounts set forth in the Total Maximum Parcel Special Taxes column in the Table under the caption “THE SPECIAL SERVICE AREAS AND SPECIAL TAXES – Maximum Special Tax For Levy Years 2016-2031” and will abate such tax each year to the extent it is not required to pay principal of or interest on the Bonds, fund required reserves and pay Administrative Expenses. See “SECURITY AND SOURCE OF PAYMENT FOR THE BONDS – The Special Tax” below. The Special Tax Reports apportion the total amount of Special Taxes to be collected among the Parcels in the Areas as more particularly described herein. See “THE SPECIAL SERVICE AREAS AND SPECIAL TAXES – Special Service Areas Special Tax Reports” and “APPENDIX A – Special Tax Reports.”

### **The Special Tax**

The levying of the SSA No. 1 Special Tax was authorized by the Corporate Authorities in Ordinance No. 02-O-37, adopted at a meeting held on October 21, 2002 (the “SSA No. 1 Establishing Ordinance”). The Village caused the SSA No. 1 Establishing Ordinance to be recorded within 60 days of its adoption with the Recorder of Deeds of Lake County, Illinois.

The levying of the SSA No. 3 Special Tax was authorized by the Corporate Authorities in Ordinance No. 03-O-28, adopted at a meeting held on September 2, 2003 (the “SSA No. 3 Establishing Ordinance”). The Village caused (i) the SSA No. 3 Establishing Ordinance to be recorded within 60 days of its adoption with the Recorder of Deeds of Lake County, Illinois, and (ii) the Declaration of Consent of the Developer to be recorded on or before the date of delivery of the Bonds with the Recorder of Deeds of Lake County, Illinois.

The levying of the SSA No. 4 Special Tax was authorized by the Corporate Authorities in Ordinance No. 03-O-30, adopted at a meeting held on September 2, 2003 (the “SSA No. 4 Establishing Ordinance” and, together with the SSA No. 1 Establishing Ordinance and SSA No. 3 Establishing Ordinance, the “Establishing Ordinances”). The Village caused (i) the SSA No. 4 Establishing Ordinance to be recorded within 60 days of its adoption with the Recorder of Deeds of Lake County, Illinois, and (ii) the Declaration of Consent of the Developer to be recorded on or before the date of delivery of the Bonds with the Recorder of Deeds of Lake County, Illinois.

The Bonds are secured by, among other things, a pledge of the Special Taxes including all scheduled payments of the Special Taxes received by the Village, interest thereon, and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes. Pursuant to the Bond Ordinance, the Village has levied the Special Taxes in the amounts set forth in the Total Maximum Parcel Special Taxes column in the Table set forth below under the caption “THE SPECIAL SERVICE AREAS AND SPECIAL TAXES - Maximum Special Tax For Levy Years 2016-2031”, and will abate such tax each year to the extent it exceeds the Special Tax Requirement as calculated by the Consultant on its behalf. The Village has covenanted in the Bond Ordinance and the Trust Indenture annually on or before the last Tuesday of December for each of the years 2016 through 2031 to calculate or cause the Consultant to calculate the Special Tax Requirement; to amend the Special Tax Rolls and provide the County tax collector with the amended Special Tax Rolls; to adopt an ordinance approving the amount of the current calendar year’s Special Tax Requirement and abating the Special Taxes levied pursuant to the

Bond Ordinance to the extent the Special Taxes levied exceed the Special Tax Requirement as calculated by the Village pursuant to the Establishing Ordinances and the Special Tax Reports. On or before the last Tuesday of January for each of the years 2017 through 2032 the Consultant shall notify the Trustee of the amount of the Special Tax Requirement and the amount of the Special Taxes to be abated. The Village shall take all actions which shall be necessary to provide for the levy, extension, collection and application of the taxes levied by the Bond Ordinance, including enforcement of such taxes by providing the County with such information as is deemed necessary to enable the County to include any property subject to delinquent Special Taxes in the County Collector's annual tax sale and in the event the tax lien is forfeited at such tax sale, by institution of foreclosure procedures as provided by law; provided, however, that the obligation to institute any foreclosure action against any taxpayer other than a taxpayer owning at least 5% of the property in the Special Service Areas shall only arise in the event the Village makes the determination that the proceeds from the foreclosure action have a commercially reasonable expectation of exceeding the costs thereof. See "THE SPECIAL SERVICE AREAS AND SPECIAL TAXES – Special Service Areas Special Tax Reports."

The levy of the Special Taxes is subject to certain limitations. The levy of the Special Taxes on each Parcel within the Areas is constrained by the Maximum Parcel Special Tax amount applicable to such Parcel. See "THE SPECIAL SERVICE AREAS AND SPECIAL TAXES – Special Service Areas Special Tax Reports" and "RISK FACTORS – Maximum Parcel Special Tax" herein. The full amount of the Maximum Parcel Special Tax as set forth under "THE SPECIAL SERVICE AREAS AND SPECIAL TAXES – Maximum Special Tax for Levy Years 2016-2031" has been levied pursuant to the Bond Ordinance.

Although the Special Taxes, when levied, will constitute a lien on each Parcel within the Areas, it does not constitute a personal indebtedness of the owners of such property within the Areas. There is no assurance that the owners of property in the Areas will be financially able to pay the annual Special Taxes or that they will pay such tax even if financially able to do so. See "RISK FACTORS" herein.

### **Segregation of the Special Taxes**

For the purpose of providing the funds required to pay the interest on the Bonds when and as the same falls due and to pay and discharge the principal thereof at maturity, the Special Taxes shall be paid to the Trustee, in accordance with the following procedure: At or prior to the delivery of the Bonds, the Village Treasurer shall deliver to the Collector of Lake County and to the Trustee a Segregation Order and Authorization Agreement for Automatic Deposits (ACH Credits) directing that the Special Taxes be segregated and paid to the Trustee. Promptly upon receipt of the Special Tax, the County Collector shall segregate and pay directly to the Trustee the Special Taxes.

### **Additional Bonds**

The Trust Indenture provides that the Village may not issue additional bonds other than bonds issued to refund the Bonds.

### **Pledged Funds**

*Bond and Interest Fund.* The Trust Indenture creates and establishes or continues with the Trustee a separate and special fund of the Village established exclusively for paying principal of, interest on and redemption premium on the Bonds and which is designated as "The Special Service Areas Numbers One, Three and Four Special Tax Refunding Bonds, Bond and Interest Fund" (the "Bond and Interest Fund"). When collected, the Special Taxes, including amounts transferred to the Trustee from the bond and interest fund created for the Prior Bonds, and the Foreclosure Proceeds, including any interest and penalties collected in connection with such Special Taxes or Foreclosure Proceeds, shall be placed in the Bond and Interest Fund. The Village shall provide for Lake County to transmit directly to the Trustee for

deposit to the Bond and Interest Fund any Special Taxes collected by Lake County. In addition, proceeds received by the Village in connection with a condemnation of any of the Special Services or any other property owned by or dedicated to the Village within the Special Service Areas allocable to the Bonds as determined by the Consultant which is not used to rebuild the Special Services shall be deposited in the Bond and Interest Fund. Moneys deposited in the Bond and Interest Fund and investments of the Bond and Interest Fund shall never be commingled with or loaned to any other funds of the Village. All interest and other investment earnings on the Bond and Interest Fund shall become, when received, a part of the Bond and Interest Fund. When the amount of condemnation proceeds deposited to the Bond and Interest Fund equals \$1,000 or more, such amount shall be used to redeem Bonds pursuant to the Trust Indenture on the next Interest Payment Date. Any amounts representing condemnation proceeds which remain on deposit in the Bond and Interest Fund for a continuous period of thirty (30) months and which will not be used to redeem the Bonds on the next Interest Payment Date in accordance with the Trust Indenture shall be used to pay debt service on the Bonds on the next Interest Payment Date.

Amounts deposited in the Bond and Interest Fund are appropriated for and irrevocably pledged to, and shall be used solely for the purpose of, paying the principal of and interest on the Bonds, or for transfers to the Special Reserve Fund, the Reserve Fund or the Administrative Expense Fund as permitted in the Trust Indenture.

At any time after September 1 but in no event later than December 1 of each year, the Trustee shall determine the amount needed to pay principal of and interest and redemption premium on the Bonds on the next succeeding Interest Payment Date. If the Trustee determines that sufficient amounts are on deposit in the Bond and Interest Fund to pay principal of, interest on and redemption premium due on the Bonds on the next succeeding Interest Payment Date, the Trustee shall notify the Village and the Consultant of any excess amounts on deposit in the Bond and Interest Fund and, at the written direction of the Village, shall transfer an amount from the Bond and Interest Fund to the Administrative Expense Fund which the Village has determined will be adequate, together with other amounts in the Administrative Expense Fund or reasonably expected to be transferred to or deposited in such Fund, to pay all Administrative Expenses during the succeeding calendar year. [After making such transfer to the Administrative Expense Fund any excess amounts on deposit in the Bond and Interest Fund will be transferred to the Reserve Fund to the extent necessary to replenish the Reserve Fund to the Reserve Requirement (as defined below under the subcaption "Reserve Fund"). After (i) making such transfer to the Administrative Expense Fund and (ii) the Reserve Fund has amounts on deposit equal to the Reserve Requirement, any excess amounts on deposit in the Bond and Interest Fund shall be transferred to the Special Reserve Fund to the extent necessary to fund the Special Reserve Fund to the Special Reserve Fund Requirement. The total amount transferred from time to time to the Special Reserve Fund shall not exceed [\$\_\_\_\_\_ \*] giving consideration to amounts that may have previously been transferred from the Special Reserve Fund.] Thereafter any remaining excess shall be retained in the Bond and Interest Fund and applied to pay principal and interest coming due on the Bonds on the second succeeding Interest Payment Date.

*Special Redemption Account.* A separate account designated the "Special Redemption Account" exists within the Bond and Interest Fund established with the Trustee. All prepayments of the Special Taxes made in accordance with the Special Tax Reports shall be deposited in the Special Redemption Account. Moneys in the Special Redemption Account shall be used exclusively to redeem Bonds pursuant to the Trust Indenture as described under the caption "THE BONDS – Redemption – Special Mandatory Redemption from Prepayment of Special Tax" or to pay debt service on the Bonds pursuant to the Trust Indenture. In the event of any optional prepayment of Special Taxes, prior to giving notice of the redemption of Bonds in accordance with the Trust Indenture, the Trustee shall transfer from (A) the Reserve Fund to the Special Redemption Account an amount (if possible) equal to the Reserve Fund Credit and from the Special Reserve Fund to the Special Redemption Account (if possible) an amount

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\* Preliminary, subject to change.

equal to the Special Reserve Fund Credit, if any, as determined by and upon direction of the Consultant in accordance with the Special Tax Reports. When the amount on deposit in the Special Redemption Account equals \$1,000, such amount shall be used to redeem the Bonds on the next Interest Payment Date in accordance with the Trust Indenture. On each such Interest Payment Date, the Trustee shall withdraw from the Special Redemption Account and pay to the owners of the Bonds the amounts to redeem the Bonds pursuant to the Trust Indenture. Notwithstanding the foregoing, any amounts contained in the Special Redemption Account for a continuous period of thirty (30) months and which will not be used to redeem the Bonds on the next Interest Payment Date in accordance with the immediately preceding sentence and the Trust Indenture shall be used to pay debt service on the Bonds on the next Interest Payment Date. Any amounts contained in the Special Redemption Account on the final maturity date of the Bonds shall be used to pay outstanding debt service on the Bonds.

*Reserve Fund.* A separate and special fund of the Village exists with the Trustee which is designated as “The Special Service Areas Numbers One, Three and Four Special Tax Refunding Bonds, Reserve Fund” (the “Reserve Fund”), and which must be maintained in an amount equal to the Reserve Requirement. The Reserve Requirement is \$1,407,300\*, [as reduced by the amount of any Reserve Fund Credits transferred to the Special Redemption account in connection with a redemption of the Bonds from prepayments pursuant to the Trust Indenture and as described in the preceding paragraph.] Amounts deposited in the Reserve Fund shall be used by the Trustee without further direction solely for the purpose of (i) making transfers to the Bond and Interest Fund to pay the principal of, including mandatory sinking fund payments, and interest and any premium on, all Bonds when due, in the event that moneys in the Bond and Interest Fund are insufficient therefor, (ii) making any transfers to the Bond and Interest Fund if the balance in the Reserve Fund and the Special Reserve Fund exceeds the amount required to redeem all Bonds then outstanding upon receipt of a written direction from the Village, (iii) making transfers to the Special Redemption Account of the Bond and Interest Fund pursuant to the Trust Indenture or (iv) if the amount then on deposit in the Reserve Fund is at least equal to the Reserve Requirement, for transfer in accordance with the Trust Indenture, and as described in the next paragraph.

On the Business Day prior to each Interest Payment Date, moneys in the Reserve Fund in excess of the Reserve Requirement shall be transferred by the Trustee from the Reserve Fund to the Bond and Interest Fund to be used for the payment of interest on the Bonds on the next following Interest Payment Date.

*Special Reserve Fund.* A separate and special fund of the Village exists with the Trustee which is designated as “The Lakewood Grove Special Service Areas Numbers One, Three and Four Special Tax Refunding Bonds, Special Reserve Fund” (the “Special Reserve Fund”). Special Taxes will be deposited in the Special Reserve Fund in accordance with the Trust Indenture until the amounts on deposit in the Special Reserve Fund equal the Special Reserve Fund Requirement. The “Special Reserve Fund Requirement” means an amount equal to \$\_\_\_\_\_\* to fund the Special Reserve Fund Credits for possible prepayment. A “Special Reserve Fund Credit” means, with respect to each Parcel, the difference between (i) the amount of the principal for such Parcel calculated in accordance with the Special Tax Reports and (ii) the amount of principal for such Parcel calculated in accordance with the Special Tax Reports if the Prior Bonds had remained outstanding and the Bonds were not issued, as determined by the Special Tax Consultant. The total amount transferred from time to time to the Special Reserve Fund shall not exceed \$\_\_\_\_\_\* giving consideration to amounts that may have previously been transferred from the Special Reserve Fund.

Upon written direction of the Village, amounts deposited in the Special Reserve Fund shall be used solely for the purpose of (i) making any transfers to the Bond and Interest Fund if the aggregate balance in the Special Reserve Fund and the Reserve Fund exceeds the amount required to redeem all Bonds then outstanding, (ii) transferring to the Special Redemption Account in an amount equal to the Special Reserve Fund Credit in accordance with the Trust Indenture, (iii) transferring on \_\_\_\_\_\* to the Bond and

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\* Preliminary, subject to change.

Interest Fund as described below, (iv) at the direction of an authorized officer, transferring to the Bond and Interest Fund or any other fund established in the Trust Indenture, or (v) at the direction of an authorized officer, for any use permitted by the Special Service Area Act, provided an opinion of bond counsel is delivered to the Trustee to the effect that such use will not violate the Special Service Area Act or adversely affect the tax-exempt status of interest on the Bonds. Any amounts in the Special Reserve Fund that are used to pay principal of, or interest or premium on, the Bonds shall be treated as Special Taxes paid by the owners of the affected Parcels for purposes the “Defeasance” calculation in accordance with Exhibit A of the Special Tax Reports. Amounts on deposit in the Special Reserve Fund are not pledged to the payment of principal of or interest on the Bonds.

*Costs of Issuance Fund.* A separate account designated “The Lakewood Grove Special Service Areas Numbers One, Three and Four Special Tax Refunding Bonds, Costs of Issuance Fund” (the “Costs of Issuance Fund”) exists with the Trustee. Amounts deposited in the Costs of Issuance Fund shall be used solely for the purpose of paying costs incurred by the Village in connection with the issuance of the Bonds and the refunding of the Prior Bonds. On the date which is six months after the date of issuance of the Bonds, the Trustee will transfer all amounts remaining in the Costs of Issuance Fund to the Bond and Interest Fund.

### **The Reserve Fund Policy**

\_\_\_\_\_ has made a commitment to issue a financial guaranty insurance policy for twenty-five percent (25%) of the Reserve Fund with respect to the Bonds (the “Reserve Fund Policy”), effective as of the date of issuance of the Bonds. Under the terms of the Reserve Fund Policy, \_\_\_\_\_ will unconditionally and irrevocably guarantee to pay that portion of the scheduled principal and interest on the Bonds that becomes due for payment but shall be unpaid by reason of nonpayment by the Village (the “Insured Payment(s)”).

\_\_\_\_\_ will pay each portion of an Insured Payment that is due for payment and unpaid by reason of nonpayment by the Village to the Trustee, as beneficiary of the Reserve Fund Policy on behalf of the holders of the Bonds on the later to occur of (i) the date such scheduled principal or interest becomes due for payment or (ii) the business day next following the day on which \_\_\_\_\_ receives a demand for payment therefor in accordance with the terms of the Reserve Fund Policy.

No payment shall be made under the Reserve Fund Policy in excess of [twenty-five percent (25%)] of the debt reserve fund requirement established for the Bonds (the “Reserve Fund Policy Limit”). Pursuant to the terms of the Reserve Fund Policy, the amount available at any particular time to be paid to the Trustee shall automatically be reduced to the extent of any payment made by \_\_\_\_\_ under the Reserve Fund Policy, provided, that, to the extent of the reimbursement of such payment by the Village to \_\_\_\_\_, the amount available under the Reserve Fund Policy shall be reinstated in full or in part, in an amount not to exceed the Reserve Fund Policy Limit.

The Reserve Fund Policy does not insure against nonpayment caused by the insolvency or negligence of the Trustee or Paying Agent.

### **Non-Pledged Funds**

*Administrative Expense Fund.* A separate and special fund of the Village which is designated as “The Lakewood Grove Special Service Areas Numbers One, Three and Four Special Tax Refunding Bonds, Administrative Expense Fund” (the “Administrative Expense Fund”) exists with the Trustee. Amounts in the Administrative Expense Fund shall be withdrawn by the Trustee and paid to the Village or its order upon receipt by the Trustee of a written request from an authorized officer stating the amount to be withdrawn, that such amount is to be used to pay an Administrative Expense, and the nature of such

Administrative Expense. Investment earnings on amounts on deposit in the Administrative Expense Fund shall be retained in the Administrative Expense Fund.

*Rebate Fund.* A separate and special fund of the Village exists with the Trustee which is designated as “The Lakewood Grove Special Service Areas Numbers One, Three and Four Special Tax Refunding Bonds, Rebate Fund” (the “Rebate Fund”), into which there shall be deposited as necessary investment earnings in the Bond and Interest Fund and the Reserve Fund to the extent required so as to maintain the tax-exempt status of interest on the Bonds. All rebates, special impositions or taxes for such purpose payable to the United States of America (Internal Revenue Service) shall be payable from the Rebate Fund.

Amounts in the Administrative Expense Fund and the Rebate Fund are not pledged to the repayment of the Bonds.

### **Investment of Funds**

Moneys on deposit in Funds and Accounts established under the Trust Indenture may be invested from time to time in qualified investments pursuant to directions from the Village to the Trustee provided that moneys on deposit in the Special Redemption Account shall be invested in Qualified Investments (as defined in the Trust Indenture attached hereto) having a maturity of 180 days or less. Except as otherwise expressly provided in the Trust Indenture, earnings or losses on such investments shall be attributed to the Fund or Account for which the investment was made. In the event that the Trustee does not receive directions from the Village to invest funds, the Trustee shall invest such funds in a money market fund which invests in (i) short-term securities issued or guaranteed by the United States Government, its agencies or instrumentalities and/or (ii) repurchase agreements relating to such securities.

### **Security for the Bonds**

The principals of and interest on the Bonds are secured and payable primarily from (i) the Special Taxes levied, and to be extended and collected on all taxable property within the Areas subject to the Special Taxes, including interest on such Special Taxes and the proceeds of the redemption or sale of property sold as a result of any actions to foreclose the lien of Special Taxes and any interest accrued thereon, brought following a delinquency in the payment of the Special Taxes, (ii) any amounts transferred by the Village to the Bond and Interest Fund, including the allocable portion of condemnation proceeds received by the Village not used to rebuild the Special Services, and (iii) amounts deposited in the Bond and Interest Fund and the Reserve Fund.

### **Covenants of the Village**

Pursuant to the Trust Indenture, the Village has covenanted for the benefit of the holders of the Bonds (the “Bondowners”) that the Village will:

- (a) take all actions, if any, which shall be necessary, in order further to provide for the levy, extension, collection and application of the taxes levied by the Trust Indenture and the Bond Ordinance, including enforcement of the Special Taxes as provided below;
- (b) not take any action which would adversely affect the levy, extension, collection and application of the taxes levied pursuant to the Bond Ordinance and the Trust Indenture, except to abate those taxes to the extent permitted by the Trust Indenture and the Special Tax Reports;
- (c) comply with all requirements of the Special Service Area Act, the Bond Ordinance and other applicable present and future laws concerning the levy, extension and

collection of the Special Taxes levied pursuant to the Bond Ordinance and Trust Indenture, in each case so that the Village shall be able to pay the principal of and interest on the Bonds as they come due and replenish the Reserve Fund to the Reserve Requirement and it will take all actions necessary to assure the timely collection of the Special Taxes, including without limitation, the enforcement of any delinquent Special Taxes by providing the County of Lake with such information as is deemed necessary to enable the County to include any property subject to a delinquent Special Taxes in the County Collector's annual tax sale and, in the event that a tax lien is forfeited at such sale, the commencement and maintenance of an action to foreclose the lien of any delinquent Special Taxes, all in the manner provided by law; provided, however, that the obligation to institute a foreclosure action against the taxpayers other than a taxpayer owning at least 5% of the property in the Areas shall only arise if the Village makes the determination that the proceeds from the foreclosure action have a commercially reasonable expectation of exceeding the costs thereon;

(d) not encumber, pledge or place any charge or lien upon any of the Special Taxes or other amounts pledged to the Bonds superior to, or on a parity with, or junior to, the pledge and lien created in the Trust Indenture for the benefit of the Bonds, except as permitted by, or specifically set forth in, the Trust Indenture;

(e) take all actions reasonably within its power to take which are necessary to be taken (and avoid any actions reasonably within its power to take which it is necessary to avoid being taken), so that interest on the Bonds will not be or become included in gross income for federal income tax purposes under existing law; and

(f) keep, or cause the Trustee to keep, proper books of record and accounts, separate from all other records and accounts of the Village, in which complete and correct entries will be made of all transactions relating to the deposits to and expenditure of amounts disbursed from the Funds and Accounts created under the Trust Indenture and the Special Taxes, with such books of record and accounts shall at all times during business hours be subject to the inspection of the holders of not less than 10% of the principal amount of the Bonds then outstanding or their representative authorized in writing.

### **Enforcement of Payment of Special Taxes**

The Lake County Clerk has stated that it intends to incorporate the Special Taxes bill into the regular ad valorem property tax bill. In Illinois, general ad valorem property taxes are levied in one year and become payable during the following year. At the end of each collection year, the Lake County Treasurer applies to the Circuit Court of Lake County, for a judgment for all unpaid general ad valorem property taxes. The Circuit Court of Lake County order resulting from the application for judgment provides for a sale of all property with unpaid general ad valorem property taxes. A public sale is held, at which time successful bidders pay the unpaid general ad valorem property taxes plus penalties (i.e., interest penalties and certain other costs). The annual tax sale is usually held during October of any given year in Lake County. Unpaid general ad valorem property taxes accrue penalties at the rate of 1 1/2% per month from their due date until the date of sale. Taxpayers can redeem their property by paying the purchaser of the delinquent taxes on the property at the general tax sale the amount paid at the sale, plus a penalty. If redemption does not occur within two and one-half years and certain procedural requirements are met, the purchaser of the property at the tax sale may petition for, and receive a deed to the property which has been sold for delinquent taxes. Delinquent Special Taxes for any given year would be included in this general tax sale. If there is no sale of the tax lien on a parcel of property at the annual tax sale, and the taxes remain unpaid, the taxes are forfeited and eligible to be purchased at any time thereafter at an amount equal to all delinquent taxes and interest to the date of purchase. Redemption periods and procedures are the same as applicable to the annual tax sale. In addition to using the annual tax sale as an

enforcement mechanism, a municipality may seek enforcement of unpaid Special Taxes through commencement of foreclosure proceedings pursuant to the Special Service Area Act.

If a delinquency in the payment of the Special Taxes occurs, the Village is authorized by the Special Service Area Act to order institution of an action pursuant to Article 9 of the Illinois Municipal Code (65 ILCS 5/9-1-1, *et seq.*) to foreclose any lien therefor securing the Special Taxes. In such an action, a court having jurisdiction would enter a foreclosure decree authorizing the sale of the property subject to the lien of the Special Taxes, and the real property subject to the lien of the Special Taxes would be sold at a judicial foreclosure sale. The ability of the Village to foreclose the lien of delinquent unpaid Special Taxes may be limited in certain instances and may require prior consent of the property owner in the event that the property is owned by any receivership of the Federal Deposit Insurance Corporation (the "FDIC"). See "RISK FACTORS – Bankruptcy" and "RISK FACTORS – Tax Delinquencies."

Such judicial foreclosure proceedings are not mandatory under the Special Service Area Act. However, in the Trust Indenture, the Village has covenanted with the holders of the Bonds to take all actions, if any, which shall be necessary to provide for the levy and extension, collection and application of the Special Taxes, and to assure the timely collection of the Special Taxes, including without limitation, the enforcement of any delinquent Special Taxes by the commencement and maintenance of an action to foreclose the lien of any delinquent Special Taxes; provided, however, that the Village's obligation to institute any foreclosure action shall only arise if the Village makes the determination that the proceeds from each foreclosure action have a commercially reasonable expectation of exceeding the costs thereof.

No assurances can be given that a judicial foreclosure action, once commenced, will be completed or that it will be completed in a timely manner. See "RISK FACTORS – Potential Delay and Limitations in Foreclosure Proceedings" below. Article 9 of the Illinois Municipal Code provides that the municipality or its assignee may file a complaint to foreclose a special service area tax lien in the same manner that foreclosures are permitted by law in case of delinquent general taxes. The "law in case of delinquent general taxes" to which the Illinois Municipal Code refers is the Illinois Revenue Code. Under such foreclosure proceedings, the court adjudicates the existence of a default in the payment obligation and authorizes a foreclosure sale; the sale is conducted and the proceeds distributed according to the respective priorities; the successful bidder is given a certificate of sale; and, if the redemption period expires without a redemption of the special service area taxes, the certificate of sale may be converted to a deed. Although the municipality holds the lien for the local improvement and is therefore the proper party to commence foreclosure procedures, bondholders with bonds secured by special service area taxes may compel the municipality to perform its duty and use all lawful means, including foreclosure, to collect the taxes out of which the bondholders are to be paid. Special service area taxes create a lien that is superior to other liens and encumbrances, and when general property taxes and Special Taxes are both delinquent, the proceeds of any foreclosure action, if insufficient to pay each in full, are divided between them on a pro rata basis. If special service area taxes are not paid in full at a foreclosure sale, and the lien amounts are bid at such foreclosure sale, then unless the special service area taxes are then redeemed through payment of the amount of the special service area taxes plus interest, the certificate of sale can be converted into a deed to the property only after expiration of the applicable redemption period. The Illinois Constitution prescribes certain minimum redemption periods for unpaid taxes on property, including special service area taxes, but the Illinois General Assembly may create longer redemption periods. For residential property with less than seven dwelling units, the Illinois Constitution provides for a minimum two year redemption period. The corresponding statute, however, permits the delinquent owner of such property to redeem it for two and a half years (35 ILCS 200/21-350). Additionally, in certain circumstances the redemption period may be extended for a period which will expire no later than 3 years from the date of the sale (35 ILCS 200/21-385). If the property can also be considered "vacant non-farm real estate," the Illinois Constitution authorizes a reduction of the redemption period to one year, but the statute applicable to special service area taxes contains no such exception.

No assurances can be given that the real property subject to sale or foreclosure and sale will be sold or, if sold, that the proceeds of sale will be sufficient to pay any delinquent installment of special service area taxes. Neither the Special Service Area Act nor Article 9 of the Illinois Municipal Code requires the Village to purchase or otherwise acquire any lot or parcel of property offered for sale or subject to foreclosure if there is no other purchaser at such sale. Article 9 of the Illinois Municipal Code does specify that the special service area taxes will have the same lien priority in the case of delinquency as the priority of the lien of ad valorem property taxes.

**If the Reserve Fund is depleted and delinquencies in the payment of Special Tax exist, there could be a default or delay in payments to the Bond owners pending the annual tax sale and/or prosecution of foreclosure proceedings and receipt by the Village of the sale and/or foreclosure sale proceeds, if any. However, within the limits of the Special Tax Reports and the Special Service Area Act, the Village may adjust the Special Tax levied on all property within the Areas in future Calendar Years to provide an amount, taking into account such delinquencies, required to pay debt service on the Bonds and to replenish the Reserve Fund. The amounts of the maximum Special Taxes are sufficient to pay the amounts required by the Trust Indenture to be paid on the Bonds; however, there are no assurances that the taxes levied will always be collected in their entirety.**

### **Tax Sales and Foreclosures**

Parcels delinquent on payment of special taxes were subject to the County Tax Sale held on November 16 and 17, 2015. Prior to the County Tax Sale, purchasers of delinquent property taxes at previous tax sales are eligible to purchase current delinquent property taxes of properties for which they hold outstanding claims.

Prior to the County Tax Sale, there were seven (7) Parcels with delinquent Special Taxes of \$10,562.40 with respect to SSA No. 1 and there was one (1) Parcel with delinquent Special Taxes of \$2,413.54 with respect to SSA No. 4. There were no delinquent Special Taxes prior to the County Tax Sale with respect to SSA No. 3.

With respect to SSA No. 1, the delinquent property taxes for four (4) of the Parcels were purchased at the County Tax Sale in the amount of \$5,924.85 and one (1) Parcel paid late. With respect to SSA No. 4, the delinquent property tax for one (1) parcel was purchased at the County Tax Sale in the amount of \$2,413.54.

As of the date of this Official Statement, the Village has two (2) parcels with delinquent Special Taxes outstanding in the amount of \$4,620.04 with respect to SSA No. 1. See "THE SPECIAL SERVICE AREAS AND SPECIAL TAX – History of Special Tax Payments."

The lien and foreclosure remedies provided for in Article 9 of the Illinois Municipal Code may be applied upon the nonpayment of the special tax. [No foreclosures have commenced as of the date of this Official Statement.]

## **THE SPECIAL SERVICE AREAS AND SPECIAL TAXES**

### **The Act**

Section 7(6) of Article VII of the Illinois Constitution of 1970 permits a non-home rule unit to levy or impose additional taxes upon areas within its boundaries to provide special services to those areas and to pay debt incurred in order to provide those special services in the manner provided by law. Such areas are established pursuant to the provisions of the Special Service Area Act. Under the Special Service Area Act, the corporate authorities of the municipality within which the special service area lies constitute the governing body of such special service area.

The Special Service Area Act provides that bonds may be issued to provide for the special services. Such bonds do not constitute indebtedness of the municipality in which the special service area is situated for the purpose of any limitation imposed by any law. Such bonds shall be retired by a tax which may be an ad valorem property tax, a special tax, or a combination of an ad valorem property and a special tax. A special tax may be levied or imposed on any basis that provides a rational relationship between the amount of special tax levied or imposed against each lot or parcel within the special service area and the special service benefit conferred. The Special Service Area Act further provides that the lien and foreclosure remedies provided in Article 9 of the Illinois Municipal Code shall apply on non-payment of any special tax. The Special Service Area Act contains a provision that allows residents of a special service area to petition the circuit court having jurisdiction to disconnect territory from the special service area if, among other things, such territory was not, is not, and is not intended by the corporate authorities which created the special service area to be benefited or served by services then existing or authorized, and that such territory constitutes less than 1-1/2% of the special service area's total equalized assessed valuation. The Village has represented that no parcel within the Areas meets this test.

### **Establishment of the Areas**

Pursuant to the Special Service Area Act, the Corporate Authorities adopted Ordinance Number 02-O-25 on July 15, 2002 proposing to establish the SSA No. 1. Pursuant to a notice published in *The Daily Herald* on July 16, 2002 and pursuant to notice by mail to each person in whose name general taxes for the last proceeding year were paid on each parcel of land within the SSA No. 1, a public hearing was held on August 5, 2002 and continued until August 19, 2002 to further consider establishment of the SSA No. 1. On October 21, 2002, the Corporate Authorities adopted the SSA No. 1 Establishing Ordinance, which established the SSA No. 1 to provide certain Special Services, and authorized the Village to levy and collect Special Taxes in the manner set forth in the Special Tax Report for SSA No. 1, to pay principal of and interest on bonds. The proceeds of the sale of the bonds would be used to (a) construct the Special Services; (b) pay administrative expenses of the SSA No. 1, and (c) fund certain reserves. No petition was filed objecting to the creation of the SSA No. 1. The Village has caused the Declaration of Consent and the SSA No. 1 Establishing Ordinance to be recorded in the Office of the Recorder of Deeds of Lake County.

Pursuant to the Special Service Area Act, the Village adopted Ordinance No. 03-O-15 on May 19, 2003 proposing to establish the SSA No. 3. Pursuant to a notice published in *The Daily Herald* on May 31, 2003 and pursuant to notice by mail to each person in whose name general taxes for the last proceeding year were paid on each parcel of land within the SSA No. 3, a public hearing was held on June 16, 2003 to further consider establishment of the SSA No. 3. On September 2, 2003, the Corporate Authorities adopted the SSA No. 3 Establishing Ordinance which established the SSA No. 3 to provide certain Special Services, and authorized the Village to levy and collect Special Taxes in the manner set forth in the Special Tax Report for SSA No. 3, to pay principal of and interest on bonds. The proceeds of the sale of the bonds would be used to (a) construct the Special Services; (b) pay administrative expenses of the SSA No. 3, and (c) fund certain reserves. No petition was filed objecting to the creation of the SSA No. 3. The Village has caused the Declaration of Consent and the SSA No. 3 Establishing Ordinance to be recorded in the Office of the Recorder of Deeds of Lake County.

Pursuant to the Special Service Area Act, the Village adopted Ordinance No. 03-O-15 on May 19, 2003 proposing to establish the SSA No. 4. Pursuant to a notice published in *The Daily Herald* on May 31, 2003 and pursuant to notice by mail to each person in whose name general taxes for the last proceeding year were paid on each parcel of land within the SSA No. 4, a public hearing was held on June 16, 2003 to further consider establishment of the SSA No. 4. On September 2, 2003, the Corporate Authorities adopted the SSA No. 4 Establishing Ordinance, which established the SSA No. 4 to provide certain Special Services, and authorized the Village to levy and collect Special Taxes in the manner set forth in the Special Tax Report for SSA No. 4, to pay principal of and interest on bonds. The proceeds of the sale of the bonds would be used to (a) construct the Special Services; (b) pay administrative expenses of the

SSA No. 4 and (c) fund certain reserves. No petition was filed objecting to the creation of the SSA No. 4. The Village has caused the Declaration of Consent and the SSA No. 4 Establishing Ordinance to be recorded in the Office of the Recorder of Deeds of Lake County.

**Boundaries of the Areas**

SSA No. 1, otherwise known as Units 1 and 2 of Lakewood Grove Phase 1, consists of approximately 240 acres of land and is generally located north of State Route 60 and east of Cedar Lake Road. SSA No. 1 includes the northeast quadrant at the intersection of State Route 60 and Cedar Lake Road and then extends northerly to the south of the Prairie Walk Subdivision Phase 1 in the Village. This portion of Lakewood Grove was originally approved for the development of 313 Single Family Homes and 138 Duplexes. SSA No. 1 currently has 313 Single Family Homes, 312 of which are taxable, and 138 Duplexes. See APPENDIX B for a map of SSA No. 1 and see APPENDIX E for a legal description of SSA No. 1. The number of units in each plat for SSA No. 1 is summarized below:

**SSA No. 1**  
**Land Use Summary**

<u>Classification</u>	<i>Number of Dwelling Units</i>		
	<u>Total</u>	<u>Prepaid</u>	<u>Remaining/Taxable</u>
Single Family Homes	313	1	312
Duplexes	138	-	138
<b>Total</b>	451	1	450

SSA No. 3 consists of 49 acres and is generally located south of State Route 60 and east and west of Cedar Lake Road in the Village. This portion of Lakewood Grove was approved for the development of 40 Single Family Homes and 130 Townhomes. SSA No. 3 currently has 40 Single Family Homes, 38 of which are taxable, and 130 Townhomes. See APPENDIX B for a map of SSA No. 3 and see APPENDIX E for a legal description of SSA No. 3. The number of units in each plat for SSA No. 3 is summarized below:

**SSA No. 3**  
**Land Use Summary**

<u>Classification</u>	<i>Number of Dwelling Units</i>		
	<u>Total</u>	<u>Prepaid</u>	<u>Remaining/Taxable</u>
Single Family Homes	40	2	38
Townhomes	130	-	130
	170	2	168

SSA No. 4 consists of approximately 135 acres and is known as Lakewood Grove South. It is generally located south of State Route 60 and east and west of Cedar Lake Road, and north of Chadron Road in the Village. This portion of Lakewood Grove was approved for the development of 117 Single Family Homes and 62 Duplexes. SSA No. 4 currently has 117 Single Family Homes and 62 Duplexes. See APPENDIX B for a map of SSA No. 4 and see APPENDIX E for a legal description of SSA No. 4. The number of units in each plat for SSA No. 4 is summarized below:

**SSA No. 4**  
**Land Use Summary**

<u>Classification</u>	<i>Number of Dwelling Units</i>		
	<u>Total</u>	<u>Prepaid</u>	<u>Remaining/Taxable</u>
Single Family Homes	117	-	117
Duplexes	62	-	62
	179	-	179

## **Levy, Abatement and Collection of Special Tax**

In Illinois, property taxes levied in one year become payable during the following year as provided in said levy. Pursuant to the Bond Ordinance, the Village has levied the Maximum Parcel Special Tax for all parcels within the Areas. Pursuant to the Trust Indenture and the Special Tax Reports, the Village has covenanted that prior to the last Tuesday of December of each year the Corporate Authorities of the Village shall determine the Special Tax Requirement due as provided in the Special Tax Reports, taking into account other amounts that may be available to pay principal of and interest on the Bonds and administrative expenses, to amend the Special Tax Rolls pursuant to the Special Tax Reports and shall, by ordinance, approve the amount of the Special Tax Requirement and direct the County Clerk of Lake County (the "County Clerk") to extend the Special Tax for collection on the tax books in the amounts so determined pursuant to the Special Tax Reports against all parcels of taxable property in the Areas. The County Clerk must receive the Special Tax Rolls by the last Tuesday in December. To the extent possible, the County Clerk incorporates the Special Tax bill into the regular ad valorem property tax bill which will be payable in two equal installments. In the event the County Clerk does not incorporate the Special Tax bill into the regular ad valorem property tax bill, the Village would send a separate tax bill to property owners in the Areas. The first installment is payable in June and the second installment is payable in September. The Special Tax levied by the Bond Ordinance shall be abated each year to the extent the taxes levied pursuant to the Bond Ordinance exceed the Special Tax Requirement as calculated by the Village.

At the end of each collection year, the County Treasurer applies to the Circuit Court of Lake County, for a judgment for all unpaid taxes. The Circuit Court of Lake County order resulting from that application for judgment provides for a sale of all property with unpaid taxes. A public sale is held, at which time successful bidders pay the unpaid taxes plus penalties. The annual tax sale is usually held the last week of October in Lake County. Unpaid taxes accrue penalties at the rate of 1 1/2% per month from their due date until the date of sale. Taxpayers can redeem their property by paying the purchaser of the property at the tax sale the amount paid at the sale, plus a penalty. If redemption does not occur within two and one half years and certain procedural requirements are met, the purchaser of the property at the tax sale can receive a deed to the property which has been sold for delinquent taxes. Alternatively, a municipality may seek enforcement of unpaid Special Tax through foreclosure proceedings by seeking in court an adjudication of the existence of a lien and a finding of a failure to pay Special Tax when due. Upon making such a finding, a court having jurisdiction would enter a foreclosure decree authorizing the sale of the property subject to the lien of the Special Tax. See "SECURITY AND SOURCE OF PAYMENT FOR THE BONDS – Enforcement of Payment of Special Taxes" herein.

## **Special Service Area Rate and Method of Apportionment of Special Taxes**

The following description of the Special Tax Reports prepared by David Taussig & Associates, Inc., Newport Beach, California, is qualified in its entirety by reference to the complete form of the Special Tax Reports set forth in APPENDIX A hereto. Capitalized terms used in this section, but not defined, shall have the meaning given to such terms in the Special Tax Reports.

The Special Tax Reports set forth the provisions for apportioning and levying the Special Taxes in the Areas. The Special Taxes will be levied in the Areas each Calendar Year from 2016 to 2031 and collected each Calendar Year from 2017 to 2032. The amount of Special Taxes levied pursuant to the Special Tax Reports has been calculated to provide an amount equal to at least 110% of the annual debt service on the Bonds taking into account estimated interest earnings on the Reserve Fund and Administrative Expenses estimated at \$60,437 in 2016 and escalating annually through 2031 at the rate of approximately one (1) percent.

The Maximum Parcel Special Taxes levied by the Village within SSA No. 1 in 2016 shall not exceed \$1,164,135 (consisting of a Maximum Parcel Special Tax of \$2,840 for all taxable Single Family Home Parcels and \$2,016 for all Duplex Parcels) and beginning in 2017 shall be increased by 1.5% per year through 2031, provided, however, that in no event shall the Maximum Parcel Special Taxes levied exceed \$1,455,439 in 2031, the final year the Maximum Parcel Special Taxes shall be levied. The Maximum Parcel Special Taxes levied by the Village within SSA No. 3 in 2016 shall not exceed \$322,864 (consisting of a Maximum Parcel Special Tax of \$2,840 for all taxable Single Family Home Parcels and \$1,653 for all Townhome Parcels) and beginning in 2017 shall be increased by 1.5% per year through 2031, provided, however, that in no event shall the Maximum Parcel Special Taxes levied exceed \$403,654 in 2031, the final year the Maximum Parcel Special Taxes shall be levied. The Maximum Parcel Special Taxes levied by the Village within SSA No. 4 in 2016 shall not exceed \$457,213 (consisting of a Maximum Parcel Special Tax of \$2,840 for all taxable Single Family Home Parcels and \$2,015 for all Duplex Parcels) and beginning in 2017 shall be increased by 1.5% per year through 2031, provided, however, that in no event shall the Maximum Parcel Special Taxes levied exceed \$571,622 in 2031, the final year the Maximum Parcel Special Taxes shall be levied. Subject, however, to the optional prepayment provisions set forth in each applicable Special Tax Reports, the Special Tax Bond Prepayment amount shall not exceed the principal amount of the Bonds plus any Premium, Defeasance and Fees as such terms are defined in each applicable Special Tax Reports, less the Reserve Fund Credit, plus any delinquent Special Taxes on the Parcel for which the prepayment is being made, including any applicable penalties and related costs. See “THE BONDS – Optional Prepayment of Special Tax”.

### Maximum Special Taxes for Levy Years 2016-2031

The following table sets forth certain information concerning the Special Taxes for the Areas, including the aggregate Maximum Special Taxes to be collected in 2017 through 2032 and the Maximum Parcel Special Taxes which have been levied pursuant to the Bond Ordinance:

Levy Year <sup>(1)</sup>	Single Family			Total SSA No. 1	Total SSA No. 3	Total SSA No. 4	Total Maximum Special Taxes
	Homes	Townhomes	Duplexes	Maximum Parcel Special Taxes <sup>(2)</sup>	Maximum Parcel Special Taxes <sup>(3)</sup>	Maximum Parcel Special Taxes	
2016	\$2,840	\$1,653	\$2,016	\$1,164,135	\$322,864	\$457,213	\$1,944,212
2017	2,882	1,678	2,046	1,181,597	327,706	464,071	1,973,374
2018	2,925	1,703	2,077	1,199,322	332,622	471,032	2,002,976
2019	2,969	1,729	2,108	1,217,311	337,611	478,097	2,033,019
2020	3,014	1,755	2,140	1,235,570	342,674	485,269	2,063,513
2021	3,059	1,781	2,172	1,254,104	347,815	492,548	2,094,467
2022	3,105	1,808	2,204	1,272,916	353,032	499,936	2,125,884
2023	3,151	1,835	2,237	1,292,010	358,327	507,435	2,157,772
2024	3,199	1,863	2,271	1,311,389	363,702	515,047	2,190,138
2025	3,247	1,891	2,305	1,331,060	369,158	522,772	2,222,990
2026	3,295	1,919	2,339	1,351,027	374,694	530,614	2,256,335
2027	3,345	1,948	2,375	1,371,292	380,316	538,573	2,290,181
2028	3,395	1,977	2,410	1,391,861	386,021	546,652	2,324,534
2029	3,446	2,007	2,446	1,412,739	391,811	554,852	2,359,402
2030	3,498	2,037	2,483	1,433,930	397,688	563,174	2,394,792
2031	3,550	2,068	2,520	1,455,439	403,654	571,622	2,430,715

(1) Taxes to be collected in year after levy year.

(2) Adjusted to reflect prepayment of the Special Taxes for one (1) Single Family Home Parcel.

(3) Adjusted to reflect prepayments of the Special Taxes for two (2) Single Family Home Parcels.

Source: Special Tax Consultant Administration Report.

## Administrative Services

David Taussig & Associates, Inc. (the “Administrator” or “Consultant”) will provide administrative services for the Special Service Areas for the Village pursuant to an Administrative Services Agreement. The Administrator prepared the Special Tax Reports. Under the Administrative Services Agreement, the Administrator will (i) maintain a Parcel database necessary to extend, bill and collect the Special Taxes for each Area, (ii) calculate the amount of Special Taxes to be abated for the Areas, (iii) prepare an annual report for the Areas, (iv) facilitate billing of the Special Taxes, (v) monitor tax receipts and collections, (vi) track Special Taxes prepayment amounts, (vii) field taxpayer inquiries, (viii) prepare continuing disclosure reports, and (ix) calculate any rebate on the Bonds.

## Estimated Value-to-Lien Ratio of Special Service Area Property

Based solely upon the County Clerk’s Equalized Assessed Valuation information below, the following table sets forth the estimated value-to-lien ratio based on \$19,730,000\* aggregate principal amount of the Bonds:

	<u>SSA No. 1</u>	<u>SSA No. 3</u>	<u>SSA No. 4</u>	<u>Total</u>
2015 Assessed Market Value <sup>(1)</sup>	\$63,580,596	\$19,311,948	\$29,876,220	\$112,768,764
Prior Bonds Outstanding*	\$329,000	\$109,000	\$156,000	\$594,000
Bonds*	-	-	-	<u>\$19,370,000</u>
Total Bonds Outstanding*				\$19,964,000
Value to Lien Ratio*				5.65 <sup>(2)</sup>

(1) Market Value is based on three times the 2015 Equalized Assessed Valuation of the Areas multiplied by 3.

(2) The ratio reflects the value to lien for the Bonds and the unrefunded portions of the Prior Bonds and does not take into account any existing or future overlapping debt issued by the Village or other public entity with the ability to levy ad valorem taxes on the Areas. The 2015 EAV for each respective Area is \$21,193,532 for SSA No. 1, \$6,437,316 for SSA No. 3 and \$9,958,740 for SSA No. 4.

The estimated value-to-lien ratio is based on the County Assessor Valuation which may not accurately reflect the “market value” of the property, if determined by a licensed appraiser. No assurance can be given that the foregoing ratio can or will be maintained during the period of time the Bonds are outstanding both because property values could drop and because the Village and other public entities over which the Village has no control could issue additional indebtedness secured by a lien on a parity with the lien securing payment of the Special Taxes or payable through the levy or imposition of a tax on a parity with the Special Taxes.

## Tax Assessment and Collection Procedures

Under state law, local assessment officers are responsible for determining the assessed valuation of taxable real property including railroad property not used for transportation purposes. Certain other types of taxable property, including railroad property used for transportation purposes and pollution control equipment, are assessed by the Illinois Department of Revenue (the “Department”). Valuations determined by local assessment officers are subject to appeal and review at the county level and then, in general, to equalization by the Department. Such equalization is achieved by applying to each county’s assessments a multiplier determined by the Department. The purpose of equalization is to provide a common basis of assessments among counties by adjusting assessments toward the statutory standard of 33-1/3% of fair market value. Farmland is assessed according to a statutory formula which takes into account factors such as productivity and crop mix. Taxes are extended against the assessed values after equalization. Certain statutory exemptions provide for reductions in assessed valuation or for limitations upon increases in assessed valuation to qualifying taxpayers.

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\* Preliminary, subject to change.

Property tax levies of each taxing body, such as the County, are filed in the office of the county clerk of each county in which territory of the taxing body is located. The county clerk computes the rates and amounts of taxes applicable to taxable property subject to the tax levies of each taxing body and determines the dollar amount of taxes attributable to the respective parcels of taxable property. The county clerk then supplies to the appropriate collecting officials within the county the information needed to bill the taxes in respect to the various parcels therein.

After the taxes have been collected, the collecting officials distribute to the various taxing bodies their respective shares of the taxes collected. Taxes levied in one calendar year are due and payable in two installments during the next calendar year. Taxes not paid when due are subject to a penalty of 1-1/2% per month until paid. Unpaid property taxes constitute a lien against the property subject to the tax.

**Property Tax Rate for Proceeds within Special Service Areas**

	<u>SSA No. 1</u>	<u>SSA No. 3</u>	<u>SSA No. 4</u>
2015 Full Value	\$63,580,596	\$19,311,948	\$29,876,220
2015 Equalized Assessed Value	\$21,193,532	\$6,437,316	\$9,958,740

The following tables set forth a statement of general ad valorem taxes, based on current rates that would be expected to be assessed against applicable Parcels in the Areas based on the assessed values for such property set forth below and the most recent tax bill received by an owner of property in the Areas.

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**Representative Ad Valorem Taxes for SSA No. 1**

	<u>Single Family</u>	<u>Duplex</u>
Market Value <sup>(1)</sup> .....	\$224,541	\$142,734
Assessed Value .....	74,847	47,578
Multiplier .....	1.0	1.0
Average Homeowners Exemption .....	<u>(6,000)</u>	<u>(6,000)</u>
Taxable Valuation.....	\$68,847	\$41,578
	Tax Rate (%)	Tax Rate (%)
<u>Taxing Agency</u>	<u>Single Family</u> <sup>(2)</sup>	<u>Duplex</u> <sup>(2)</sup>
Lake County.....	\$0.662808	\$0.662808
Lake County Forest Preserve District.....	0.207924	0.207924
Fremont Township.....	0.123589	0.123589
Fremont Township Road District.....	0.154565	0.154565
Village of Round Lake.....	1.387689	1.387689
Grayslake CC School District 46.....	6.185466	6.185466
Grayslake Comm. HS District 127 .....	5.396497	5.396497
Lake County College 532 .....	0.299388	0.299388
Fremont Public Library.....	0.483476	0.483476
Greater Round Lake Fire District .....	1.170506	1.170506
Round Lake Area Park District.....	0.848858	0.848858
Central Lake County Joint Action Water Agency	<u>0.054057</u>	<u>0.054057</u>
Total Tax Rate (per \$100 of EAV) .....	\$16.974823	\$16.974823
Representative Ad Valorem Tax.....	\$11,686	\$7,057
Maximum Parcel Special Tax 2016 <sup>(3)</sup> .....	<u>2,839</u>	<u>2,015</u>
Total Taxes: .....	\$14,525	\$9,072

(1) Derived by taking the 2015 Equalized Assessed Value of a representative Parcel within SSA No. 1 and multiplied by 3.

(2) Tax Rates are for the 2015 tax year.

(3) The amounts shown represent the Maximum Parcel Special Taxes for a Single Family Home Parcel and a Duplex Parcel. See "Maximum Special Taxes for Levy Years 2016-2031".

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**Representative Ad Valorem Taxes for SSA No. 3**

	<u>Single Family</u>	<u>Townhome</u>
Market Value <sup>(1)</sup> .....	\$227,556	\$126,009
Assessed Value .....	75,852	42,003
Multiplier .....	1.0	1.0
Average Homeowners Exemption .....	<u>(6,000)</u>	<u>(6,000)</u>
Taxable Valuation .....	\$69,852	\$36,003
	Tax Rate (%)	Tax Rate (%)
	<u>Single Family</u> <sup>(2)</sup>	<u>Townhome</u> <sup>(2)</sup>
<u>Taxing Agency</u>		
Lake County .....	\$0.662808	\$0.662808
Lake County Forest Preserve District .....	0.207924	0.207924
Fremont Township .....	0.123589	0.123589
Fremont Township Road District .....	0.154565	0.154565
Village of Round Lake .....	1.387689	1.387689
Fremont Elementary School District 79 .....	3.514304	3.514304
Mundelein Cons. HS District 120 .....	2.771317	2.771317
Lake County College 532 .....	0.299388	0.299388
Fremont Public Library .....	0.483476	0.483476
Grayslake Fire District .....	0.944940	0.944940
Round Lake Area Park District .....	0.848858	0.848858
Central Lake County Joint Action Water Agency	<u>0.054057</u>	<u>0.054057</u>
Total Tax Rate (per \$100 of EAV) .....	\$11.452915	\$11.452915
Representative Ad Valorem Tax .....	\$8,000	\$4,123
Maximum Parcel Special Tax 2016 <sup>(3)</sup> .....	<u>\$2,840</u>	<u>\$1,653</u>
Total Taxes: .....	\$10,840	\$5,776

- (1) Derived by taking the 2015 Equalized Assessed Value of a representative Parcel within SSA No. 3 and multiplied by 3.  
(2) Tax Rates are for the 2015 tax year.  
(3) The amounts shown represent the Maximum Parcel Special Taxes for a Single Family Home Parcel and a Townhome Parcel. See "Maximum Special Taxes for Levy Years 2016-2031".

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## Representative Ad Valorem Taxes for SSA No. 4

	<u>Single Family</u>	<u>Duplex</u>
Market Value <sup>(1)</sup> .....	\$216,186	\$115,635
Assessed Value.....	72,062	38,545
Multiplier .....	1.0	1.0
Average Homeowners Exemption .....	<u>(6,000)</u>	<u>(6,000)</u>
Taxable Valuation .....	\$66,062	\$32,545
	<u>Tax Rate (%)</u>	<u>Tax Rate (%)</u>
<u>Taxing Agency</u>	<u>Single Family</u> <sup>(2)</sup>	<u>Duplex</u> <sup>(2)</sup>
Lake County .....	\$0.662808	\$0.662808
Lake County Forest Preserve District .....	0.207924	0.207924
Fremont Township .....	0.123589	0.123589
Fremont Township Road District.....	0.154565	0.154565
Village of Round Lake .....	1.387689	1.387689
Fremont Elementary School District 79.....	3.514304	3.514304
Mundelein Cons. HS District 120 .....	2.771317	2.771317
Lake County College 532.....	0.299388	0.299388
Fremont Public Library .....	0.483476	0.483476
Grayslake Fire District .....	0.944940	0.944940
Round Lake Area Park District.....	0.848858	0.848858
Central Lake County Joint Action Water Agency	<u>0.054057</u>	<u>0.054057</u>
Total Tax Rate (per \$100 of EAV).....	\$11.452915	\$11.452915
Representative Ad Valorem Tax .....	\$7,566	\$3,727
Maximum Parcel Special Tax 2016 <sup>(3)</sup> .....	<u>\$2,840</u>	<u>2,015</u>
Total Taxes:.....	\$10,406	\$5,742

(1) Derived by taking the 2015 Equalized Assessed Value of a representative Parcel within SSA No. 4 and multiplied by 3.

(2) Tax Rates are for the 2015 tax year.

(3) The amounts shown represent the Maximum Parcel Special Taxes for a Single Family Home Parcel and a Duplex Parcel. See "Maximum Special Taxes for Levy Years 2016-2031".

### History of Special Tax Payments

The following tables set forth the payment of Special Taxes for the past five years.

#### SSA No. 1

<u>Levy</u> <u>Year</u>	<u>Collection</u> <u>Year</u>	<u>Debt</u> <u>Service</u>	<u>Special Taxes</u> <u>Levied</u> <sup>(1)</sup>	<u>Special Taxes</u> <u>Paid</u>	<u>% Paid</u>
2011	2012	\$889,293	\$912,549	\$910,328	99.8%
2012	2013	906,155	930,824	928,554	99.8%
2013	2014	922,645	949,233	946,917	99.8%
2014	2015	931,200	947,030	942,410	99.5%
2015	2016 <sup>(2)</sup>	952,270	965,387	936,753	97.0%

(1) Special Taxes levied were higher than debt service on the Prior Bonds due to the fees for the administration of SSA No. 1.

(2) In the process of collection.

**SSA No. 3**

<u>Levy Year</u>	<u>Collection Year</u>	<u>Debt Service</u>	<u>Special Taxes Levied<sup>(1)</sup></u>	<u>Special Taxes Paid</u>	<u>% Paid</u>
2011	2012	\$250,635	\$272,611	\$272,611	100.0%
2012	2013	253,605	277,190	277,192	100.0%
2013	2014	257,327	279,580	279,587	100.0%
2014	2015	261,758	277,228	277,235	100.0%
2015	2016 <sup>(2)</sup>	264,857	283,180	280,160	98.9%

- (1) Special Taxes levied were higher than debt service on the Prior Bonds due to the fees for the administration of SSA No. 3.  
 (2) In the process of collection.

**SSA No. 4**

<u>Levy Year</u>	<u>Collection Year</u>	<u>Debt Service</u>	<u>Special Taxes Levied<sup>(1)</sup></u>	<u>Special Taxes Paid</u>	<u>% Paid</u>
2011	2012	\$359,959	\$369,742	\$369,742	100.0%
2012	2013	366,311	381,059	381,059	100.0%
2013	2014	371,206	388,640	388,650	100.0%
2014	2015	377,687	388,549	388,559	100.0%
2015	2016 <sup>(2)</sup>	382,669	395,009	387,777	97.9%

- (1) Special Taxes levied were higher than debt service on the Prior Bonds due to the fees for the administration of the SSA No. 4.  
 (2) In the process of collection.

**Equalized Assessed Valuation of the Special Service Areas**

**SSA No. 1**

<u>Tax Year</u>	<u>EAV</u>	<u>% Change</u>
2011	\$25,037,580	-
2012	22,003,127	(12.12)
2013	20,102,199	(0.86)
2014	19,916,241	(0.93)
2015	21,193,532	6.41

**SSA No. 3**

<u>Tax Year</u>	<u>EAV</u>	<u>(%) Change</u>
2011	\$8,222,137	-
2012	7,032,540	(14.47%)
2013	6,277,687	(10.73%)
2014	6,186,922	(1.45%)
2015	6,437,316	4.05%

**SSA No. 4**

<u>Tax Year</u>	<u>EAV</u>	<u>(%) Change</u>
2011	\$11,928,876	-
2012	10,484,671	(12.11%)
2013	9,426,121	(10.11%)
2014	9,317,283	(1.15%)
2015	9,958,740	6.89%

Source: Lake County Clerk's Office.

**DIRECT AND OVERLAPPING DEBT RELATED TO SPECIAL SERVICE AREAS**

Direct Bonded Debt Outstanding Before Refunding	\$ 19,618,000
Plus: The Bonds*	19,370,000
Less: The Refunded Bonds	<u>(19,024,000)</u>
Total Direct Bonded Debt Outstanding*	\$ 19,964,000

Overlapping Bonded Debt Outstanding: <u>Taxing Body</u>	Outstanding Debt as of September 11, 2016	Estimated Portion Applicable to the Areas	
		Percent	Amount
Lake County <sup>(1)</sup>	\$ -	0.16%	\$ -
Lake County Forest Preserve District <sup>(2)</sup>	285,680,000	0.16%	457,088
Village of Round Lake <sup>(3)</sup>	-	14.54%	-
Round Lake Area Park District <sup>(4)</sup>	886,000	5.48%	48,553
School District No. 46	43,284,394	1.71%	740,163
School District No. 79	21,235,000	3.69%	783,572
High School District No. 120	21,534,460	2.34%	503,906
High School District No. 127	22,763,402	1.09%	248,121
Lake County College No. 532 <sup>(5)</sup>	17,230,000	0.17%	29,291
Central Lake County Joint Action Water Agency	8,905,000	0.60%	53,430
Fremont Library District	1,925,000	3.62%	<u>69,685</u>
Total Overlapping Bonded Debt			2,933,809
Total Direct Bonded Debt*			<u>19,964,000</u>
Net Direct and Overlapping Bonded Debt*			\$22,897,809

- (1) Does not include \$190,325,000 alternate revenue bonds.
- (2) Does not include \$6,875,000 debt certificates.
- (3) Does not include \$12,940,000 alternate revenue bonds.
- (4) Does not include \$6,050,000 alternate revenue bonds.
- (5) Does not include \$51,430,000 alternate revenue bonds.

	<u>SSA No. 1</u>	<u>SSA No. 3</u>	<u>SSA No. 4</u>	<u>Total</u>
2015 Full Valuation	\$63,580,596	\$19,311,948	\$29,876,220	\$112,768,764
2015 Equalized Assessed Valuation	\$21,193,532	\$ 6,437,316	\$ 9,958,740	\$ 37,589,588
Approximate Acreage	240	49	135	424

Source: Lake County Clerk's Office.

		<u>% of Total Full Value*</u>
Direct Bonded Debt*	\$19,964,000	17.70%
Direct and Overlapping Bonded Debt*	\$22,897,809	20.31%

\* Preliminary, subject to change.

## **THE VILLAGE**

### **General**

The Village was established in 1908 and is located in central Lake County. It was the first of the Round Lake communities to be settled and has served as a commercial center for the farmers of the area and later as a resort center for summer residents. The Village encompasses an area of approximately four square miles and has a population of 18,289 according to the 2010 Census.

The Village is approximately 45 miles northwest of Chicago's Loop. Illinois State Route 143 bisects the Village, east-west State Route 120 is located at the Village's southern boundaries and north-south State Routes 59 and 83 are only a few miles west and east, respectively. Railroad transportation is available via Metra, with a train depot located within the Village.

### **Government**

The Village is a non-home rule unit governed by a President and Board of Trustees elected at large for overlapping four-year terms. The Village Clerk is also elected for a four-year term, whereas the Village Administrator, the Treasurer, the Police Chief, the Public Works Superintendent and the Building Commissioner are appointed.

### **Community Services**

The Village provides police protection and road maintenance. Village residents receive water from Lake Michigan through the Central Lake County Joint Action Water Agency. The Round Lake and Lakes Region Sanitary Districts provide sewer transmission services to the Fox Lake sewerage treatment facility. Waste and garbage services are contracted. Residents receive fire protection from the Greater Round Lake Fire Protection District. Utility companies serving residents include Commonwealth Edison for electricity, Northern Illinois Gas for natural gas and AT&T for telephone service.

### **Education**

Education is provided by Grayslake School District 46 and Fremont School District 79 for K-8, and by High School Districts 120 and 127 for residents in the Areas. Unit School District 116 also serves Village residents. College of Lake County District 532 is a two-year college that provides associate degrees in liberal arts and technical programs to residents.

### **Other Services**

The Round Lake Area Public Library District serves most Village residents with more than 60,000 books, videotapes, cassettes, compact discs, recorded books, etc. The Grayslake and Fox Lake Library Districts serve small portions of Village residents. The Round Lake Area Park District has a total of 33 park sites. Included at the six sites located in the Village are a fitness center, an outdoor swimming pool, senior center, dance studio, and a child development center at which day care is provided in addition to the Park District's many offered programs.

### **Employee Relations**

The Village currently has approximately 50 full-time employees and 5 part-time employees. There is no history of strikes or work stoppages of any kind, and the Village considers its relations with employees to be good. In addition to pension benefits to employees, the Village also provides medical and dental insurance as well as life insurance for all full-time employees.

## SOCIOECONOMIC INFORMATION

### Population Trend

	<u>2000</u>	<u>2010</u>	<u>2015*</u>
Village of Round Lake	5,842	18,289	18,461
Lake County	644,356	703,462	703,910
State of Illinois	12,419,293	12,830,632	12,859,995

\*U.S. Census Bureau, July 1, 2015 estimates.

### Median Home Value

	<u>2000</u>	<u>2010</u>	<u>Est. 2010-2014</u>
Village of Round Lake	\$150,900	\$225,200	\$172,900
Lake County	198,200	287,300	247,300
State of Illinois	130,800	202,500	175,700

### Median Family Income

	<u>2000</u>	<u>2010</u>	<u>Est. 2010-2014</u>
Village of Round Lake	\$61,277	\$80,359	\$83,052
Lake County	76,424	123,917	125,616
State of Illinois	55,545	68,236	70,967

Source: U.S. Bureau of the Census, and the 2010 – 2014 American Community Survey.

### Average Annual Unemployment Rates

<u>Year</u>	<u>Lake County</u>	<u>State of Illinois</u>
2008	6.4%	6.3%
2009	9.8	10.2
2010	9.8	10.4
2011	8.8	9.7
2012	8.0	9.0
2013	7.9	9.1
2014	6.4	7.1
2015	5.5	5.9
2016*	4.8	5.6

\*As of July, 2016.

Source: Illinois Department of Employment Security.

## Employment

The following are the largest are employers for the Village.

### Largest Area Employers

<u>Employer</u>	<u>Business</u>	Approximate Number of <u>Employees</u>
Baxter Healthcare Corp.	Medical products	1,900
Grieve Corp.	Pharmaceutical industrial	100
Midwest Printed Circuit Services, Inc.	Printed circuit boards	85
Alexander's Jewelry & Loan Ltd.	Wholesale jewelry and electronics	40
NICASA	Mental health services	36
GM Sign, Inc.	Custom metal interior and exterior signs	30
United Skys, Inc.	Skylights and solariums	18
Strictly Stone, Inc.	Stone setting contractors	18
Groot Recycling & Waster Services, Inc.	Recycling and waste services	17
Blast Pros	Sandblasting contractors	15

Source: 2016 Illinois Services and 2016 Illinois Manufacturers Directories.

### Village EAV

<u>Year</u>	<u>Valuation</u>	<u>% of Growth</u>
2011	\$321,967,538	-
2012	275,111,595	(14.55)
2013	251,520,156	(8.58)
2014	242,779,911	(3.48)
2015	258,514,982	6.38

Source: Lake County Clerk's Office.

### Largest Village Taxpayers

<u>Name</u>	<u>2015 EAV</u>	<u>% of Village's 2015 EAV</u>
MEPT Coventry Glen, LLC	\$5,562,904	2.15%
Illinois Underground Contractors Inc.	2,561,758	0.99%
Rosewood Apartments	1,622,299	0.63%
Federal National Mortgage Association	1,243,395	0.48%
Illinois Underground	1,112,875	0.43%
AMG 2014-2 Borrower, LLC	1,099,878	0.43%
HGC Building Corp. c/o Grieve Corp.	835,423	0.32%
Ace Hardware Home Center of Round Lake	620,014	0.24%
American Homes 4 Rent Properties Ten LLC	603,802	0.23%
Garden 6 Joint Venture	574,143	0.22%
Valoyse Fawcett – confirming if residence	<u>486,229</u>	<u>0.19%</u>
Total	\$15,209,845	5.88%

Source: Lake County Clerk's Office.

### Tax Extensions and Collections

<u>Levy Year</u>	<u>Extension</u>	<u>Collection</u>	<u>Percent Collected</u>
2011	\$3,448,272	\$3,433,651	99.58%
2012	3,422,388	3,406,895	99.55%
2013	3,486,069	3,473,345	99.63%
2014	3,553,463	3,535,641	99.50%
2015 <sup>(1)</sup>	3,587,384	3,145,137	87.67%

(1) In the process of collection.

Source: Lake County Treasurer's Office.

### Representative Total Tax Rate (per \$100 of EAV)

<u>Entity</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Lake County	\$0.554	\$0.608	\$0.663	\$0.682	\$0.663
Lake County Forest Preserve District	0.201	0.212	0.218	0.210	0.208
Fremont Township	0.118	0.118	0.126	0.127	0.124
Fremont Township Road & Bridge	0.038	0.032	0.152	0.157	0.155
Village of Round Lake	1.071	1.244	1.386	1.465	1.388
Greater Round Lake Fire Protection District	0.862	0.988	1.093	1.155	1.171
Fremont Library District	0.381	0.430	0.468	0.489	0.483
Round Lake Area Park District	0.603	0.720	0.797	0.842	0.849
School District #79	2.937	3.267	3.521	3.606	3.514
High School District #120	2.165	2.439	2.645	2.828	2.771
Community College District #532	0.240	0.272	0.296	0.306	0.299
Central Lake County Joint Action Water Agency	<u>0.047</u>	<u>0.052</u>	<u>0.055</u>	<u>0.056</u>	<u>0.054</u>
<b>TOTALS</b>	\$9.217	\$10.382	\$11.420	\$11.923	\$11.678

### Village Tax Rate Trend (per \$100 of EAV)

<u>Fund</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Audit	\$0.007	\$0.008	\$0.009	\$0.008	\$0.008
Civil Defense/ES&DA	0.002	0.002	0.002	0.002	0.002
Corporate	0.396	0.433	0.398	0.412	0.381
Garbage Disposal	0.078	0.126	0.139	0.149	0.144
IMRF	0.042	0.044	0.044	0.041	0.039
Police Pension	0.123	0.156	0.199	0.185	0.176
Police Protection/System	0.288	0.338	0.440	0.484	0.455
Social Security	0.056	0.078	0.086	0.094	0.095
Street & Bridge	0.034	0.019	0.021	0.023	0.021
Tort Judgment & Liability Insurance	0.043	0.037	0.048	0.064	0.067
Working Cash	<u>0.002</u>	<u>0.003</u>	-	-	-
<b>TOTALS</b>	\$1.071	\$1.244	\$1.386	\$1.464	\$1.388

Source: Lake County Clerk's Office.

## **RISK FACTORS**

Investment in the Bonds involves risks which may not be appropriate for certain investors. The following is a discussion of certain risk factors which should be considered, in addition to other matters set forth in this Official Statement, in evaluating the Bonds which are not rated by a recognized rating agency. This discussion does not purport to be comprehensive or definitive. The occurrence of one or more of the events discussed herein could adversely affect the ability or willingness of property owners in the Areas to pay their Special Taxes when due. Such failures to pay Special Taxes could result in the inability of the Areas to make full and punctual payments of debt service on the Bonds. In addition, the occurrence of one or more of the events discussed herein could adversely affect the value of the property in the Areas.

### **Limited Source of Funds**

The Bonds, together with the interest thereon, are limited obligations of the Village, payable solely from the Special Taxes and the amounts on deposit in certain of the funds and accounts established and maintained under the Trust Indenture, all as more fully set forth therein. The Bonds are not Special Taxes of the Village and do not constitute an indebtedness of the Village within the meaning of any constitutional or statutory limitation. No holder of the Bonds shall have the right to compel the exercise of any taxing power of the Village for payment of principal thereof or interest or premium, if any, thereon (other than the levy of the Special Taxes as provided in the Bond Ordinance and the Trust Indenture). See “SECURITY AND SOURCE OF PAYMENT FOR THE BONDS – General” herein.

### **Information Not Verified**

Information concerning the Areas and the development has been obtained from the Village and other sources believed by the Underwriter to be reliable, but much of that information involves predictions of future events, such as the ability of homeowners and other property owners to pay their share of the Special Taxes; such information is, by its nature, not subject to verification.

### **Limitation on Remedies; No Acceleration**

Remedies available to holders of the Bonds may be limited by a variety of factors and may be inadequate to assure the timely payment of principal of and interest on the Bonds, or to preserve the tax-exempt status of the Bonds. Bond Counsel has limited its opinions to the extent that enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization and other similar laws affecting creditors' rights and by equitable principles, whether considered at law or in equity, including the exercise of judicial discretion. Additionally, the Bonds are not subject to acceleration in the event of the breach of any covenant or duty under the Trust Indenture, including payment default. Lack of remedies may entail risks of delay, limitation, or modification of the rights of the holders of the Bonds. Judicial remedies, such as foreclosure and enforcement of covenants, are subject to exercise of judicial discretion.

### **Overlapping Indebtedness**

The Special Taxes and any penalties assessed for failure to pay such taxes will constitute a lien against the parcels of land on which they will be levied until such taxes are paid. Such lien will be on a parity with all special taxes and special assessments which may be levied by other agencies and is equal to and independent of the lien for general ad valorem real property taxes regardless of when they are imposed upon the same property. The Village, however, has no control over the ability of other entities and districts to issue indebtedness secured by additional taxes or assessments payable from all or a portion of the property within the Areas.

The ability of an owner of land within the Areas to pay the Special Taxes could be adversely affected if additional debt is issued or additional taxes or assessments are levied, which are payable by the owners of land within the Areas. The imposition of additional liens, whether public or private, may reduce the ability or willingness of the landowners to pay the Special Taxes and increase the possibility that foreclosure proceeds will not be adequate to pay any delinquent Special Taxes.

### **Tax Delinquencies**

In order to pay debt service on the Bonds, it is necessary that the Special Taxes within the Areas be paid in a timely manner. Under provisions of the Special Service Area Act, the Special Taxes, from which funds necessary for the payment of principal of, and interest on, the Bonds are derived, are customarily billed to the property owners within the Areas on the regular general ad valorem property tax bills sent to owners of such properties or on a special tax bill delivered at the same time as the regular ad valorem property tax bills. Such Special Tax installments are due and payable, and bear the same penalties and interest for non-payment, as do general ad valorem property tax installments. The unwillingness or inability of a property owner to pay ad valorem property tax bills as evidenced by general ad valorem tax delinquencies may also indicate an unwillingness or inability to make general ad valorem tax payments and Special Taxes installment payments in the future. If the property owners or future owners fail to pay the Special Taxes when due, there could be significant special tax delinquencies.

Also, while the Lake County Collector is willing to bill the property owners in the Areas the Special Tax on their regular ad valorem property bills today, the Lake County Collector may not be willing to do so in the future. In that event, the responsibility to bill and collect the Special Tax would become the Village's responsibility under the Special Tax Reports. See "SECURITY AND SOURCE OF PAYMENT FOR THE BONDS – Enforcement of Payment of Special Tax" for a discussion of the provisions which apply, and procedures which the Village is obligated to follow under the Trust Indenture, in the event of delinquencies in the payment of the Special Tax. See "RISK FACTORS – Potential Delay and Limitations in Foreclosure Proceedings" and "Bankruptcy" below, for a discussion of limitations on the Village's ability to foreclose the lien of delinquent unpaid Special Tax in certain circumstances.

### **Potential Delay and Limitations in Foreclosure Proceedings**

The payment of Special Taxes and the ability of the Village to foreclose the lien of a delinquent unpaid Special Taxes may be limited by bankruptcy, insolvency, moratorium, reorganization and other laws affecting creditors' rights and by equitable principles, whether considered at law or in equity, including the exercise of judicial discretion. See "RISK FACTORS – Bankruptcy." In addition, the prosecution of a foreclosure could be delayed due to many reasons, including crowded local court calendars or lengthy procedural delays.

The ability of the Village to foreclose the lien of a delinquent unpaid Special Taxes payment may be limited with regard to properties in which the FDIC or any successor to the FDIC may acquire an interest. The FDIC currently does not have an interest in the land within the Areas. However, if a lender takes a security interest in property in the Areas and becomes insolvent, such a lender could fall under the jurisdiction of the FDIC. The FDIC could assert federal preemptive power to challenge any prior taxes, special taxes and assessments where it is in its interest to do so, including the requirement that local agencies obtain the consent of the FDIC in order to foreclose the lien of delinquent unpaid special taxes.

If the Village is required to obtain the consent of the FDIC to foreclose on property located in the Areas, such consent could be denied and the Village might be unable to pursue foreclosure proceedings. Additionally, obtaining such consent could delay the foreclosure proceedings. Any delay in foreclosure proceedings or the inability of the Village to foreclose on property in the Areas in which the FDIC has an interest could result in a delay or default in payment of the Bonds.

In addition, potential investors should be aware that judicial foreclosure proceedings are not summary remedies and can be subject to significant procedural and other delays caused by crowded court calendars and other factors beyond the control of the Areas or the Village. In addition, the Illinois Constitution prescribes certain minimum redemption periods, which may be as long as three years, in the event of foreclosure. See “SECURITY AND SOURCE OF PAYMENT FOR THE BONDS – Enforcement of Payment of Special Tax.” Under current conditions, it is estimated that a judicial foreclosure of the lien of the Special Tax could take several years from initiation of litigation to the lien foreclosure sale.

Delays and uncertainties in the Special Taxes lien foreclosure process create significant risks for Bondowners. High rates of Special Taxes payment delinquencies, which continue during the pendency of protracted Special Tax lien foreclosure proceedings, could result in the rapid, total depletion of the Reserve Fund prior to replenishment from the resale of Parcels in the Areas upon foreclosure. In that event, there could be a default in payments of the principal of, and interest on, the Bonds.

### **Bankruptcy**

The various legal opinions to be delivered concurrently with the delivery of the Bonds (including Bond Counsel’s approving legal opinion) will be qualified, as to the enforceability of the various legal instruments, by bankruptcy, insolvency, moratorium, reorganization and other laws affecting creditors’ rights and by equitable principles, whether considered at law or in equity, including the exercise of judicial discretion.

Although a bankruptcy proceeding would not cause the Special Tax to become extinguished, the amount and priority of any Special Taxes lien could be modified if the value of the property falls below the value of the lien. If the value of the property is less than the lien, such excess amount could be treated as an unsecured claim by a bankruptcy court having jurisdiction. In addition, bankruptcy of a property owner could result in a delay in commencement and completion of foreclosure proceedings. The filing of bankruptcy proceedings stays all legal proceedings of a debtor including any tax sale during the pendency of such proceedings. Such stay would increase the likelihood of a delay or default in payment of the principal of, and interest on, the Bonds and the possibility of delinquent tax Special Tax installments not being paid in full.

### **Maximum Special Taxes**

Pursuant to the Bond Ordinance, the Village has levied the Special Taxes in the maximum amounts permitted by the Special Tax Reports. However, there is no assurance that the maximum amounts will at all times be sufficient to pay the amounts required to be paid by the Trust Indenture. See “SECURITY AND SOURCE OF PAYMENT FOR THE BONDS – The Special Tax” and “THE SPECIAL SERVICE AREAS AND SPECIAL TAX – Special Service Areas Special Tax Reports.”

The Illinois State Legislature recently passed SB 107, which provides for, beginning with levy year 2015, an annual exemption amount from property taxes ranging from \$2,500 to full exemption for veterans of the United States Military with a service-connected disability. The Village cannot predict how, if at all, SB 107 will affect the Village’s collection of the Special Taxes.

### **Prepayment of Special Taxes**

The prepayment amount applicable to each dwelling unit was established based upon the principal amount of the Prior Bonds and the corresponding interest rate. After the refunding, the amount of principal outstanding may exceed the principal amount of the refunded Prior Bonds. However, annual debt service on the Bonds will be lower than the annual debt service on the refunded Prior Bonds. However, if a significant number of property owners elect to prepay their Special Tax sooner than projected (there have been one prepayment in SSA No. 1 and two prepayments in SSA No. 3 to date),

there would be a negative impact on debt service coverage. The Consultant, on behalf of the Village, has run scenarios to calculate the possible impact.

### **Disclosure to Future Purchasers**

The Village has recorded the Establishing Ordinance for the property included in the Areas in the Office of the Recorder of Deeds of Lake County on or prior to the date of delivery of the Bonds and has recorded the Declaration of Consent in the Office of the Recorder of Deeds of Lake County on or prior to the date of delivery of the Bonds. While title companies normally refer to such notices in title reports, there can be no guarantee that such reference will be made or, if made, that a prospective purchaser or lender will consider such Special Tax obligation in the purchase of single family homes, Duplexes or duplex units or the lending of money thereon. Failure to disclose the existence of the Special Tax may affect the willingness and ability of future owners of land within the Areas to pay the Special Tax when due.

### **Limited Secondary Market**

There can be no guarantee that there will be a secondary market for the Bonds or, if a secondary market exists, that such Bonds can be sold for any particular price. Occasionally, because of general market conditions, lack of current information, the absence of a credit rating for the Bonds or because of adverse history or economic prospects connected with a particular issue, secondary marketing practices in connection with a particular issue are suspended or terminated. In addition, prices of issues for which a market is being made will depend on then prevailing circumstances. Such prices could be substantially different from the original purchase price.

### **Secondary Market and Prices**

The Underwriter is not obligated to engage in secondary trading or to repurchase any of the Bonds at the request of the Owners thereof. No assurance can be given that a secondary market for any of the Bonds will be available and no assurance can be given that the initial offering prices for the Bonds will continue for any period of time.

### **Loss of Tax Exemption**

Interest on the Bonds could become includible in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds as a result of a failure of the Village to comply with certain provisions of the Code. Should such an event of taxability occur, the Bonds are not subject to early redemption and will remain outstanding to maturity or until redeemed under the optional redemption or mandatory redemption provisions of the Trust Indenture.

### **Risk of Legislative and Judicial Changes**

Future legislation, regulations, governmental or judicial interpretation of regulations or legislation or practices and procedures related to property tax assessment, levy, collections or distribution could have a material effect on the calculation or availability of the Special Taxes. There is no assurance that legislation will not be considered or enacted in the future, and unless provision is made in such legislation for special service areas generally in Illinois, the generation of the Special Taxes could be materially adversely affected.

### **UNDERWRITING**

Bernardi Securities, Inc. (the "Underwriter") has agreed to purchase the Bonds from the Village at a price of \_\_\_\_\_% of the principal amount thereof plus accrued interest to the date of delivery. The Underwriter intends to reoffer the Bonds at a price of \_\_\_\_\_% of the principal amount of the Bonds.

The Underwriter must purchase and pay for all of the Bonds if any are purchased. The Bonds are being offered for sale at initial prices stated on the inside cover of this Official Statement. After the initial offer, the offering price and other selling terms may be changed. The Underwriter reserves the right to offer any of the Bonds to one or more purchasers.

The Underwriter may engage in secondary market trading in the Bonds subject to applicable securities laws. However, the Underwriter is not obligated to repurchase any of the Bonds at the request of any owner thereof.

## **LEGAL OPINIONS**

Legal matters incident to the authorization, issuance and sale of the Bonds are subject to the approving legal opinion of Ice Miller LLP, Chicago, Illinois, Bond Counsel. The proposed form of the opinion of Bond Counsel is included herein as APPENDIX D. Ice Miller LLP is acting as Disclosure Counsel to the Village. Certain legal matters will be passed upon for the Underwriter by its counsel, Nixon Peabody LLP, Chicago, Illinois; and for the Village, by its counsel, Tressler LLP, Chicago, Illinois.

## **TAX EXEMPTION**

Federal tax law contains a number of requirements and restrictions which apply to the Bonds, including investment restrictions, periodic payments of arbitrage profits to the United States, requirements regarding the proper use of bond proceeds and the facilities financed therewith, and certain other matters. The Village has covenanted to comply with all requirements that must be satisfied in order for the interest on the Bonds to be excludable from gross income for federal income tax purposes. Failure to comply with certain of such covenants could cause interest on the Bonds to become includible in gross income for federal income tax purposes retroactively to the date of issuance of the Bonds.

Subject to the Village's compliance with the above-referenced covenants, under present law, in the opinion of Bond Counsel, interest on the Bonds is excludable from the gross income of the owners thereof for federal income tax purposes and is not included as an item of tax preference in computing the federal alternative minimum tax for individuals and corporations, but interest on the Bonds is taken into account, however, in computing an adjustment used in determining the federal alternative minimum tax for certain corporations.

In rendering its opinion, Bond Counsel will rely upon certifications of the Village with respect to certain material facts within the Village's knowledge and upon the mathematical computation of the yield on the Bonds. Bond Counsel's opinion represents its legal judgment based upon its review of the law and the facts that it deems relevant to render such opinion and is not a guarantee of a result.

The Code includes provisions for an alternative minimum tax ("AMT") for corporations in addition to the regular corporate tax in certain cases. The AMT, if any, depends upon the corporation's alternative minimum taxable income ("AMTI"), which is the corporation's taxable income with certain adjustments. One of the adjustment items used in computing the AMTI of a corporation (with certain exceptions) is an amount equal to 75% of the excess of such corporation's "adjusted current earnings" over an amount equal to its AMTI (before such adjustment item and the alternative tax net operating loss deduction). "Adjusted current earnings" would include certain tax-exempt interest, including interest on the Bonds.

Ownership of the Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, corporations subject to the branch profits tax, financial institutions, certain insurance companies, certain S corporations, individual recipients of Social Security or Railroad Retirement benefits and taxpayers who may be deemed to have incurred (or continued) indebtedness to purchase or carry tax-exempt obligations. Prospective purchasers of the Bonds should consult their tax advisors as to applicability of any such collateral consequences.

The issue price (the “Issue Price”) for each maturity of the Bonds is the price at which a substantial amount of such maturity of the Bonds is first sold to the public. The Issue Price of a maturity of the Bonds may be different from the price set forth, or the price corresponding to the yield set forth, on the inside cover page hereof.

If the Issue Price of a maturity of the Bonds is less than the principal amount payable at maturity, the difference between the Issue Price of each such maturity, if any, of the Bonds (the “OID Bonds”) and the principal amount payable at maturity is original issue discount.

For an investor who purchases an OID Bond in the initial public offering at the Issue Price for such maturity and who holds such OID Bond to its stated maturity, subject to the condition that the Village complies with the covenants discussed above, (a) the full amount of original issue discount with respect to such OID Bond constitutes interest which is excludable from the gross income of the owner thereof for federal income tax purposes; (b) such owner will not realize taxable capital gain or market discount upon payment of such OID Bond at its stated maturity; (c) such original issue discount is not included as an item of tax preference in computing the alternative minimum tax for individuals and corporations under the Code, but is taken into account in computing an adjustment used in determining the alternative minimum tax for certain corporations under the Code, as described above; and (d) the accretion of original issue discount in each year may result in an alternative minimum tax liability for corporations or certain other collateral federal income tax consequences in each year even though a corresponding cash payment may not be received until a later year. Based upon the stated position of the Department under Illinois income tax law, accreted original issue discount on such OID Bonds is subject to taxation as it accretes, even though there may not be a corresponding cash payment until a later year. Owners of OID Bonds should consult their own tax advisors with respect to the state and local tax consequences of original issue discount on such OID Bonds.

Owners of Bonds who dispose of Bonds prior to the stated maturity (whether by sale, redemption or otherwise), purchase Bonds in the initial public offering, but at a price different from the Issue Price or purchase Bonds subsequent to the initial public offering should consult their own tax advisors.

If a Bond is purchased at any time for a price that is less than the Bond’s stated redemption price at maturity or, in the case of an OID Bond, its Issue Price plus accreted original issue discount (the “Revised Issue Price”), the purchaser will be treated as having purchased a Bond with market discount subject to the market discount rules of the Code (unless a statutory *de minimis* rule applies). Accrued market discount is treated as taxable ordinary income and is recognized when a Bond is disposed of (to the extent such accrued discount does not exceed gain realized) or, at the purchaser’s election, as it accrues. Such treatment would apply to any purchaser who purchases an OID Bond for a price that is less than its Revised Issue Price. The applicability of the market discount rules may adversely affect the liquidity or secondary market price of such Bond. Purchasers should consult their own tax advisors regarding the potential implications of market discount with respect to the Bonds.

An investor may purchase a Bond at a price in excess of its stated principal amount. Such excess is characterized for federal income tax purposes as “bond premium” and must be amortized by an investor on a constant yield basis over the remaining term of the Bond in a manner that takes into account potential call dates and call prices. An investor cannot deduct amortized bond premium relating to a tax-exempt bond. The amortized bond premium is treated as a reduction in the tax-exempt interest received. As bond premium is amortized, it reduces the investor’s basis in the Bond. Investors who purchase a Bond at a premium should consult their own tax advisors regarding the amortization of bond premium and its effect on the Bond’s basis for purposes of computing gain or loss in connection with the sale, exchange, redemption or early retirement of the Bond.

There are or may be pending in the Congress of the United States legislative proposals, including some that carry retroactive effective dates, that, if enacted, could alter or amend the federal tax matters referred

to above or affect the market value of the Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, it would apply to bonds issued prior to enactment. Prospective purchasers of the Bonds should consult their own tax advisors regarding any pending or proposed federal tax legislation. Bond Counsel expresses no opinion regarding any pending or proposed federal tax legislation.

The Internal Revenue Service (the “Service”) has an ongoing program of auditing tax-exempt obligations to determine whether, in the view of the Service, interest on such tax-exempt obligations is includible in the gross income of the owners thereof for federal income tax purposes. It cannot be predicted whether or not the Service will commence an audit of the Bonds. If an audit is commenced, under current procedures the Service may treat the Village as a taxpayer and the Bondholders may have no right to participate in such procedure. The commencement of an audit could adversely affect the market value and liquidity of the Bonds until the audit is concluded, regardless of the ultimate outcome.

Payments of interest on, and proceeds of the sale, redemption or maturity of, tax-exempt obligations, including the Bonds, are in certain cases required to be reported to the Service. Additionally, backup withholding may apply to any such payments to any Bond owner who fails to provide an accurate Form W-9 Request for Taxpayer Identification Number and Certification, or a substantially identical form, or to any Bond owner who is notified by the Service of a failure to report any interest or dividends required to be shown on federal income tax returns. The reporting and backup withholding requirements do not affect the excludability of such interest from gross income for federal tax purposes.

Interest on the Bonds is not exempt from present State of Illinois income taxes. Ownership of the Bonds may result in other state and local tax consequences to certain taxpayers. Bond Counsel expresses no opinion regarding any such collateral consequences arising with respect to the Bonds. Prospective purchasers of the Bonds should consult their tax advisors regarding the applicability of any such state and local taxes.

## **CONTINUING DISCLOSURE**

The Village will enter into a Continuing Disclosure Undertaking (the “Undertaking”) for the benefit of the beneficial owners of the Bonds to send certain information annually and to provide notice of certain events to the Municipal Securities Rulemaking Board (the “MSRB”) pursuant to the requirements of Section (b)(5) of Rule 15c2-12 (the “Rule”) adopted by the Commission under the Exchange Act. No person, other than the Village, has undertaken, or is otherwise expected, to provide continuing disclosure with respect to the Bonds. The information to be provided on an annual basis, the events which will be noticed on an occurrence basis and a statement of other terms of the Undertaking, including termination, amendment and remedies, are set forth below in “THE UNDERTAKING.”

Other than the occurrences described below under “CONTINUING DISCLOSURE – Prior Continuing Disclosure Compliance”, in the past five years the Village was in material compliance with all of its outstanding continuing disclosure requirement. A failure by the Village to comply with the Undertaking will not constitute a default under the Bond Ordinance or the Trust Indenture and beneficial owners of the Bonds are limited to the remedies described in the Undertaking. The Village must report any failure to comply with the Undertaking in accordance with the Rule. Any broker, dealer or municipal securities dealer must consider such report before recommending the purchase or sale of the Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Bonds and their market price.

### **Prior Continuing Disclosure Compliance**

Pursuant to the issuance of each of the applicable Prior Bonds, the Village covenanted to file its audited financial statement and certain annual financial information within 210 days of the Village’s fiscal year

end (April 30) with a Nationally Recognized Municipal Security Information Repository (“NRMSIR”) and to the State Information Depository (“SID”), if any, and that was recognized as such by the Securities and Exchange Commission for purposes of the Rule. The State of Illinois has not, to date, designated a SID. Hence, there was no State of Illinois repository for the Village to disseminate its audited financial statements and annual financial information. Nevertheless, the Village posted its audited financial statements and annual financial information for each of the Prior Bonds on the Electronic Municipal Market Access (“EMMA”) system established by the MSRB. However, for fiscal years 2011 and 2012, the Village filed its annual financial information outside the required timeframe covenanted by the Village. Similarly, for fiscal years 2011, 2012, and 2015, the Village filed its audited financial statements outside the required timeframe.

At the time of issuance, each of the applicable Prior Bonds was insured by Assured Guaranty Municipal Corp. (“AGM”) and AGM was rated “AAA” by S&P. Since that time, S&P issued a number of rating changes related to AGM. As of July 6, 2015, S&P maintains an “AA” rating on AGM. The Village did not provide timely notice concerning the rating changes on the SSA No. 3 2007 Bonds and SSA No. 4 2007 that resulted from the rating changes of AGM.

Pursuant to the issuance of the Village’s General Obligation Refunding Bonds (Utility Tax Alternate Revenue Source), Series 2005 (the “2005 Bonds”), General Obligation Refunding Bonds (Alternate Revenue Source), Series 2010A (the “2010A Bonds”), General Obligation Refunding Bonds (Alternate Revenue Source), Series 2010B (the “2010B Bonds”), General Obligation Refunding Bonds (Alternate Revenue Source), Series 2010C (the “2010C Bonds”), and General Obligation Refunding Bonds (Alternate Revenue Source), Series 2011 (the “2011 Bonds”), the Village covenanted to file its audited financial statements and certain annual financial information (together, the “Annual Village Report(s)”) within a certain number of days after the Village’s fiscal year end with a NRMSIR, EMMA or to the SID, as applicable. The Village posted its Annual Village Reports on EMMA. In the past five years, except for fiscal years 2014 and 2015, the Village filed its Annual Report on EMMA outside the required timeframe of each Applicable Prior Undertaking. Also, certain annual financial information was missing from the Annual Village Reports.

At the time of the issuance, the 2005 Bonds were insured by XL Capital Assurance Inc. (now Syncora Guarantee Inc.) (“XLCA”) and XLCA was rated “AAA” by S&P. On July 28, 2010, S&P withdrew their ratings of XLCA. The Village failed to file timely notice of the rating change on the 2005 Bonds resulting from the rating action on XLCA.

At the time of the issuance, the 2010A Bonds and the 2010B Bonds were insured by AGM and AGM was rated “Aa3” by Moody’s Investors Service (“Moody’s”). The 2010A Bonds and 2010B Bonds also carried an underlying Village rating of “A1” issued by Moody’s at the time of issuance. Since that time, Moody’s issued rating changes on AGM and as of the date of this Official Statement, Moody’s rates AGM “A2”. Also, Moody’s upgraded the Village’s underlying credit rating to “Aa2” since the issuance of the 2010A Bonds and 2010B Bonds. The Village failed to file timely notice of the rating changes on the 2010A Bonds and 2010B Bonds resulting from the rating actions on of Moody’s related to AGM and the Village’s underlying credit rating.

The Village has put procedures in place to ensure timely compliance with all of its continuing disclosure undertakings. The Village Administrator is charged with ensuring compliance with all of the Village’s continuing disclosure requirements going forward and will enlist assistance from third party partners in the compilation and filing of data. A form of said procedures is attached as an exhibit to the Undertaking, a form of which is attached to the Trust Indenture. See APPENDIX C for a copy of the Trust Indenture.

## **MCDC Initiative**

Under the Commission’s Municipalities Continuing Disclosure Cooperation Initiative (“MCDC Initiative”) a prior Village bond offering was reported during the underwriter self-reporting phase of the MCDC Initiative. The Village did not self-report within the issuer self-reporting period.

## **THE UNDERTAKING**

The following is a brief summary of certain provisions of the Undertaking of the Village and does not purport to be complete. The statements made under this caption are subject to the detailed provisions of the Undertaking, a copy of which is available upon request from the Village.

### **Annual Financial Information Disclosure**

The Village covenants that it will disseminate its Annual Financial Information and its Audited Financial Statements, if any (as described below) to the MSRB in such manner and format and accompanied by identifying information as is prescribed by the MSRB or the Commission at the time of delivery of such information. The Village is required to deliver such information within 240 days after the last day of the Village’s fiscal year. If Audited Financial Statements are not available when the Financial Information is filed, the Village will file unaudited financial statements. MSRB Rule G-32 requires all EMMA filings to be in word-searchable PDF format. This requirement extends to all documents to be filed with EMMA, including financial statements and other externally prepared reports.

“*Annual Financial Information*” means information of the type contained in the following headings, subheadings and exhibits of the Final Official Statement:

- EXPECTED SPECIAL TAX AND DEBT SERVICE COVERAGE
- SECURITY AND SOURCE OF PAYMENT OF THE BONDS – Tax Sales and Foreclosures
- THE SPECIAL SERVICE AREAS AND SPECIAL TAX – Estimated Value-to-Lien Ratio of Special Service Area Property
- THE SPECIAL SERVICE AREAS AND SPECIAL TAX – Property Tax Rate for Proceeds within Special Service Areas (including the Representative Ad Valorem Tax tables for each of the Areas)
- THE SPECIAL SERVICE AREAS AND SPECIAL TAX – History of Special Tax Payments
- THE SPECIAL SERVICE AREAS AND SPECIAL TAX – Equalized Assessed Valuation of the Special Service Areas
- DIRECT AND OVERLAPPING DEBT RELATED TO SPECIAL SERVICE AREAS – (Excluding Overlapping Debt Information)

“*Audited Financial Statements*” means the combined financial statements of the Village prepared in accordance with generally accepted auditing standards and Government Auditing Standards, issued by the Comptroller General of the United States.

### **Reportable Events Disclosure**

The Village covenants that it will disseminate in a timely manner (not in excess of ten business days after the occurrence of the Reportable Event) Reportable Events Disclosure to the MSRB in such manner and format and accompanied by identifying information as is prescribed by the MSRB or the Commission or the State at the time of delivery of such information. MSRB Rule G-32 requires all EMMA filings to be in word-searchable PDF format. This requirement extends to all documents to be filed with EMMA, including financial statements and other externally prepared reports. The “Events” are:

- Principal and interest payment delinquencies

- Non-payment related defaults, if material
- Unscheduled draws on debt service reserves reflecting financial difficulties
- Unscheduled draws on credit enhancements reflecting financial difficulties
- Substitution of credit or liquidity providers, or their failure to perform
- Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security
- Modifications to the rights of security holders, if material
- Bond calls, if material, and tender offers
- Defeasances
- Release, substitution or sale of property securing repayment of the securities, if material
- Rating changes
- Bankruptcy, insolvency, receivership or similar event of the Village\*
- The consummation of a merger, consolidation, or acquisition involving the Village or the sale of all or substantially all of the assets of the Village, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material
- Appointment of a successor or additional trustee or the change of name of a trustee, if material

### **Consequences of Failure of the Village to Provide Information**

The Village shall give notice in a timely manner to the MSRB of any failure to provide disclosure of Annual Financial Information and Audited Financial Statements when the same are due under the Undertaking.

In the event of a failure of the Village to comply with any provision of the Undertaking, the beneficial owner of any Bond may seek mandamus or specific performance by court order to cause the Village to comply with its obligations under the Undertaking. A default under the Undertaking shall not be deemed a default under the Bond Ordinance, and the sole remedy under the Undertaking in the event of any failure of the Village to comply with the Undertaking shall be an action to compel performance.

### **Amendment; Waiver**

Notwithstanding any other provision of the Undertaking, the Village by ordinance or resolution authorizing such amendment or waiver may amend the Undertaking, and any provision of the Undertaking may be waived, if:

- (a) (i) The amendment or the waiver is made in connection with a change in circumstances that arises from a change in legal requirements, including, without limitation, pursuant to a “no-action” letter issued by the Commission, a change in law, or a change in the identity, nature, or status of the Village, or type of business conducted; or

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\* This event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Village in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or Federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Village, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Village.

(ii) The Undertaking, as amended, or the provision, as waived, would have complied with the requirements of the Rule at the time of the primary offering, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(b) The amendment or waiver does not materially impair the interests of the beneficial owners of the Bonds, as determined by parties unaffiliated with the Village (such as Bond Counsel).

In the event that the Commission or the MSRB or other regulatory authority approves or requires Annual Financial Information or notices of a Reportable Event to be filed with a central post office, governmental agency or similar entity other than the MSRB or in lieu of the MSRB, the Village shall, if required, make such dissemination to such central post office, governmental agency or similar entity without the necessity of amending the Undertaking.

### **Termination of Undertaking**

The Undertaking shall be terminated if the Village shall no longer have any legal liability for any obligation on or relating to repayment of the Bonds under the Bond Ordinance. The Village shall give notice to the MSRB in a timely manner if this paragraph is applicable.

### **Additional Information**

Nothing in the Undertaking shall be deemed to prevent the Village from disseminating any other information, using the means of dissemination set forth in the Undertaking or any other means of communication, or including any other information in any Annual Financial Information or Audited Financial Statements or notice of occurrence of a Reportable Event, in addition to that which is required by the Undertaking. If the Village chooses to include any information from any document or notice of occurrence of a Reportable Event in addition to that which is specifically required by the Undertaking, the Village shall have no obligation under the Undertaking to update such information or include it in any future disclosure or notice of occurrence of a Reportable Event.

### **Dissemination of Information; Dissemination Agent**

When filings are required to be made with the MSRB in accordance with the Undertaking, such filings are required to be made through its EMMA system for municipal securities disclosure or through any other electronic format or system prescribed by the MSRB for purposes of the Rule. The Village has approved its initial Dissemination Agent:

David Taussig & Associates  
Newport Beach, California  
(951) 781-3100

The Village may, from time to time, appoint or engage a different Dissemination Agent to assist it in carrying out its obligations under the Undertaking, and may discharge any such Agent, with or without appointing a successor Dissemination Agent.

### **NO LITIGATION**

At the time of delivery of and payment for the Bonds, the Village will certify that there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, pending with respect to which the Village has been served with process or is otherwise aware, or, to the knowledge of the officer of the Village executing such certificate, threatened against the Village affecting the existence of the Village, the Areas or the titles of its officers to their respective offices or seeking to restrain or to enjoin the sale or delivery of the Bonds, the application of the proceeds



**APPENDIX A**  
**SPECIAL TAX REPORTS**

**APPENDIX B**

**AREA MAPS**

**APPENDIX C**  
TRUST INDENTURE

**APPENDIX D**

**FORM OF BOND COUNSEL OPINION**

**APPENDIX E**

**AREA DESCRIPTIONS/TAXABLE PARCELS**

## **Taxable Parcels**

**APPENDIX F**

**SPECIMEN BOND INSURANCE POLICY**

## **AGREEMENT FOR ADMINISTRATIVE SERVICES**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016 by and between the Village of Round Lake at 442 North Cedar Lake Road, Round Lake, IL 60073, hereinafter called "Village" or "Client", and David Taussig & Associates, Inc., at 5000 Birch Street, Suite 6000, Newport Beach, CA 92660, hereinafter called "DTA" or "Consultant". The Client and the Consultant in consideration of the mutual promises and conditions herein contained agree as follows.

### **ARTICLE I** **TERM OF CONTRACT**

**Section 1.1** This agreement shall become effective on the date stated above and will continue in effect until terminated as provided in Article 6 below.

### **ARTICLE II** **SERVICES TO BE PERFORMED BY CONSULTANT**

**Section 2.1** Consultant agrees to perform the professional services for the Client and to deliver the work products to the Client as described in the Scope of Work statement attached as Exhibit "A" hereto. Such professional services and work products, as from time to time modified in accordance with Section 2.3 hereof, are collectively referred to as the "Administrative Services".

**Section 2.2** Consultant will determine the method, details and means of performing the Administrative Services. Consultant may, at Consultant's own expense, employ such assistance as it deems necessary to perform the Administrative Services required by Client under this Agreement. Consultant shall conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation or counsel independent of the control and direction of the Client, other than normal contract monitoring. All computer software (including without limitation financial models, compilations of formulas and spreadsheet models), inventions, designs, programs, improvements, processes and methods (collectively, the "Proprietary Models") used or developed by Consultant in performing its work is proprietary and shall remain property owned solely by, or licensed by a third party to Consultant. Client acknowledges and agrees that the consideration paid by Client herein only entitles Client to a license to use the hard copy or electronically transmitted reports generated pursuant to the Administrative Services and that any Proprietary Model that Consultant uses to generate such reports is owned by, or is duly licensed from a third party to Consultant and is not being provided to Client hereunder. Client acknowledges and agrees that Consultant has the right to use the reports and analyses that it authors pursuant to this Agreement as base works or templates for reports and analyses that Consultant authors for Consultant's other clients, provided,

however, that Consultant shall not use any confidential information provided by Client in such future reports and analyses. Client acknowledges and agrees that Consultant has spent substantial time and effort in collection and compiling data and information (the "Data Compilations") in connection with the Administrative Services and that such Data Compilations may be used by Consultant for its own purposes, including, without limitation, sale or distribution to third parties; provided, however, that Consultant will not sell or distribute any of Client's confidential information that may be contained in such Data Compilations, unless such confidential information is used only on an aggregated and anonymous basis.

**Section 2.3** Any proposed changes in the Administrative Services hereunder shall be submitted to the other party hereto, and any such changes agreed to by the parties shall be reflected in an amendment to Exhibit "A" in accordance with Section 7.2 hereto.

**Section 2.4** Nothing in this Agreement shall give the Consultant possession of authority with respect to any Client decision beyond the rendition of information, advice, recommendation or counsel.

### **ARTICLE III** **COMPENSATION**

**Section 3.1** Client agrees to pay Consultant for its Administrative Services a professional fee computed according to the Fee Schedule attached as Exhibit "B" hereto.

**Section 3.2** The Client shall reimburse the Consultant for Consultant's out-of-pocket expenses plus a 15% administrative charge. Expenses shall include all actual expenditures made by Consultant in the performance of any Administrative Services undertaken pursuant to the Agreement, including, without limitation, the following expenditures:

- (a) Cost of clerical assistance at \$35.00 per hour, including typing, collation, printing and copying, plus copier and photography costs, including photographic reproduction of drawings and documents.
- (b) Transportation costs, including mileage for the use of personal automobiles at the prevailing IRS standard rate, rental vehicles, lodging, and regularly scheduled commercial airline ticket costs.
- (c) Courier services, facsimile, and telephone expenses.

**Section 3.3** On or about the first two weeks of each month during which Administrative Services are rendered hereunder, Consultant shall present to Client an invoice covering the current Administrative Services performed and the reimbursable expenses incurred pursuant to this Agreement and exhibits thereto. Such invoices shall be paid by Client within thirty (30) days of the date of each invoice. A 1.2% charge may be imposed against accounts which are not paid within 45 days of the date of each invoice.

**Section 3.4** The maximum total fee amount set forth in Exhibit "B" may be increased as a result of any expansion of the Administrative Services to be rendered hereunder pursuant to Section 2.3 or as provided in Exhibit "A" hereto.

**Section 3.5** Records of the Consultant's costs relating to (i) the Administrative Services performed under this Agreement and (ii) reimbursable expenses shall be kept and be available to the Client or to Client's authorized representative at reasonable intervals during normal business hours.

#### **ARTICLE IV** **OTHER OBLIGATIONS OF CONSULTANT**

**Section 4.1** Consultant agrees to perform the Administrative Services in accordance with Exhibit "A". Should any errors caused by Consultant's negligence be found in such services or products, Consultant will correct them at no additional charge by revising the work products called for in Exhibit "A" to eliminate the errors.

**Section 4.2** Consultant will supply all tools and instrumentalities required to perform the Administrative Services under the Agreement.

**Section 4.3** Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Consultant without the prior written consent of Client. However, Consultant may subcontract portions of the work to be performed hereunder to other persons or concerns provided Consultant notifies Client of the name and address of said proposed subcontractor and Client either consents or fails to respond to notification with respect to the use of any particular proposed subcontractor.

**Section 4.4** In the performance of its Administrative Service hereunder, Consultant is, and shall be deemed to be for all purposes, an independent contractor (and not an agent, officer, employee or representative of Client) under any and all laws, whether existing or future. Consultant is not authorized to make any representation, contract or commitment on behalf of Client.

#### **ARTICLE V** **OTHER OBLIGATIONS OF CLIENT**

**Section 5.1** Client agrees to comply with all reasonable requests of Consultant and provide access to all documents reasonably necessary to the performance of Consultant's duties under this Agreement with the exception of those documents which Exhibit "A" calls upon the Consultant to prepare.

**Section 5.2** Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Client without the prior written consent of Consultant.

**Section 5.3** Client, public agencies, landowners, consultants and other parties dealing with Client or involved in the subject development project referred to in Exhibit "A" will be furnishing to Consultant various data, reports, studies, computer printouts and other information and representations as to the facts involved in the project which Client understands Consultant will be using and relying upon in preparing the reports, studies, computer printouts and other work products called for by Exhibit "A." Consultant shall not be obligated to establish or verify the accuracy of the information furnished by or on behalf of Client, nor shall Consultant be

responsible for the impact or effect on its work products of the information furnished by or on behalf of Client, in the event that such information is in error and therefore introduces error into Consultant's work products.

**Section 5.4** Client agrees to defend, indemnify and hold Consultant harmless from and against all obligations, losses, liabilities, damages, claims, attachments, executions, demands, actions and/or proceedings (collectively, "Claims") and all costs and expenses in connection therewith, including reasonable attorneys' fees, arising out of or connected with the performance of Consultant's Administrative Services under this Agreement, except as may arise from Consultant's willful misconduct or gross negligence. In that regard, Client will indemnify and hold Consultant harmless from any Claims arising from, growing out of, or in any way resulting from, errors contained in data or information furnished by Client or Client's designee to Consultant for use in carrying out the Administrative Services called for by this agreement. If for any reason the indemnification under this Section 5.4 is unavailable to Consultant or insufficient to hold it harmless, then the Client shall contribute to the amount paid or payable by Consultant as a result of such loss, liability, damage, claim, demand, action or proceeding in such proportion as is appropriate to reflect not only the relative benefits received by the Client on the one hand and Consultant on the other hand but also the relative fault of the Client and Consultant as well as any relevant equitable considerations; provided that Consultant's contribution obligations hereunder shall in no event exceed the amounts received by Consultant under this Agreement.

**Section 5.5** In the event that court appearances, testimony or depositions are required of Consultant by Client in connection with the services rendered hereunder, Client shall compensate Consultant at a rate of \$250 per hour and shall reimburse Consultant for out-of-pocket expenses on a cost basis.

## **ARTICLE VI** **TERMINATION OF AGREEMENT**

**Section 6.1** Either party may terminate or suspend this Agreement upon thirty days (30) written notice. Unless terminated as provided herein, this Agreement shall continue in force until the Administrative Services set forth in Exhibit "A" have been fully and completely performed and all proper invoices have been rendered and paid.

**Section 6.2** Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party at its option may terminate this Agreement by giving written notification to the defaulting party. Such termination shall be effective upon receipt by the defaulting party, provided that the defaulting party shall be allowed ten (10) days in which to cure any default following receipt of notice of same.

**Section 6.3** The covenants contained in Sections 3.1, 3.2, 5.3, 5.4, 5.5 and all of Article VII shall survive the termination of this Agreement.

## **ARTICLE VII** **GENERAL PROVISIONS**

**Section 7.1** Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail. Mailed notices shall be addressed to

the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by written notice in accordance with the first sentence of this Section 7.1. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of two (2) days after mailing.

**Section 7.2** This Agreement and exhibits hereto supersede any and all agreements, either oral or written, between the parties hereto with respect to the rendering of service by Consultant for Client and contains all of the covenants and agreements between the parties with respect to the rendering of such services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement (including any exhibit hereto) will be effective if it is in writing and signed by the party against whom it is sought to be enforced.

**Section 7.3** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**Section 7.4** Any controversy between the parties hereto involving the construction or application of any of the terms, covenants, or conditions of this Agreement will, on the written request of one party served on the other, be submitted to binding arbitration in accordance with the commercial rules and regulations of the American Arbitration Association. The arbitration shall take place in Chicago, Illinois, or such other location mutually agreed to by the parties.

The arbitrator(s) shall be selected as follows: In the event that Consultant and Client agree on one arbitrator, the arbitration shall be conducted by such arbitrator. In the event Consultant and Client do not so agree, Consultant and Client shall each select an arbitrator and the two arbitrators so selected shall select the third arbitrator. If there is more than one arbitrator, the arbitrators shall act by majority vote.

The decree or judgment of an award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties may propose arbitrators from JAMS, ADR, ARC or any independent arbitrator/neutral for dispute resolution. The parties are not required to hire a triple A arbitrator for resolution of a dispute hereunder.

**Section 7.5** The prevailing party in any arbitration or legal action brought by one party against the other and arising out of this Agreement shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs and reasonable attorneys' fees. The non-prevailing party shall be liable, to the extent allowable under law, for all fees and expenses of the arbitrator(s) and all costs of the arbitration.

**Section 7.6** This Agreement will be governed by and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, this Agreement has been executed on the date and year first above written.

CLIENT: **Village of Round Lake**

By: \_\_\_\_\_

Date: \_\_\_\_\_

CONSULTANT: **David Taussig & Associates, Inc.**

By: \_\_\_\_\_  
David Taussig, President

Date: \_\_\_\_\_

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## *Exhibit A – Scope of Work*

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The Scope of Work for the administration of Special Service Area Nos. 1, 3, and 4 (hereinafter referred to as "SSA" or "SSAs") is comprised of those services associated with the annual calculation and billing of the special taxes, review of trust funds and accounts, responses to taxpayer inquiries (i.e., phone calls, prepayment requests), determination of arbitrage/rebate liability, and the reporting of certain information as set forth in the Continuing Disclosure Agreement in connection with the issuance of the Village of Round Lake, Lakewood Grove Special Service Areas Numbers One, Three and Four, Special Tax Refunding Bonds, Series 2016 as follows:

### **Task 1: Development Research and SSA Parcel Database**

This task involves gathering and organizing the information required to establish and maintain a parcel database for each SSA necessary to extend, bill, and collect the special taxes, pursuant to the applicable SSA Special Tax Roll and Report, and includes the following:

- 1.1 Subdivision Research:** Coordinate with Village and builders to obtain copies of all final plats. Identify recording date, property use, acreage, and the lot, block and unit numbers, as applicable, for each new parcel.
- 1.2 Permanent Index Numbers:** Coordinate with County to determine valid Permanent Index Numbers ("PIN") for the coming year and obtain new cadastral maps.
- 1.3 Classification of Property:** Assign each parcel to the appropriate special tax classification in accordance with the applicable SSA Special Tax Roll and Report.
- 1.4 SSA Parcel Database:** Establish and maintain parcel database for each SSA that will include all relevant PINs, property data, and special tax characteristics.

### **Task 2: Special Tax Requirement Calculation and Special Tax Abatement**

This task involves calculating the amount of special tax to be abated for each SSA and includes the following subtasks:

- 2.1 Trust Funds Accountability Analysis:** This task involves the review and analysis of statements for the funds and accounts maintained by the trustee. Consultant will prepare a monthly report, which summarizes the activity for each fund and account and evaluates flow of funds for consistency with the Indenture or other controlling documents. When necessary, Consultant will communicate our findings with Village or trustee.
- 2.2 Determine Annual Expenses:** Identify SSAs' expenses including annual debt service, administrative expenses, and provision for delinquencies.
- 2.3 Year-End Reconciliation:** Prepare year-end reconciliation to determine surplus funds, if any, in the bond funds and accounts, interest earnings, and other credits

that may be applied to toward the abatement of the special tax.

- 2.4 Extension of Special Taxes:** Extend the required special taxes to each PIN pursuant to the applicable SSA Special Tax Roll and Report and determine the resulting amount to be abated, if any.

**Task 3: Report Preparation**

This task includes the preparation of an annual report for the SSAs, which will generally contain the following:

- Brief Development Summary
- Flow of Funds Summary
- Special Tax Collection, Tax Sale, and Foreclosure Status
- Bond Fund and Account Balance Summary
- Special Tax Requirement Calculation
- Current Equalized Assessed Value
- Estimated New Value-to-Lien Ratio
- Current Ad Valorem Property Tax Rates

**Task 4: Billing of the Special Tax**

This task involves coordination with and assistance to the County, as needed, to facilitate the billing of the special tax. The following subtasks are included:

- 4.1 Special Tax Roll:** For each SSA, Consultant will prepare a special tax roll listing each PIN and the corresponding maximum special tax, special tax amount abated, and special tax amount to be billed.
- 4.2 Transmittal to County:** The special tax rolls will be transmitted to the County in hard copy and/or electronic form as specified by the County, along with a certified copy of the abatement ordinances, to be provided to Consultant by the Village, in hard copy and electronic form as specified by the County.
- 4.3 Coordination with Assessor:** As requested, Consultant will assist the applicable Township Assessor determine the average public improvements allocable to properties in the SSAs.

**Task 5: Assistance with Delinquent Special Taxes**

As needed, Consultant will assist in the monitoring of special tax receipts and the collection of delinquent special taxes. The following subtasks are included:

- 5.1 Special Tax Receipts:** Consultant will review the special tax distribution reports provided by the County to monitor and record the collection of special taxes. At Client's request, Consultant will arrange for the automatic wire transfer of special tax receipts to the trustee, provided the County and trustee can accommodate an electronic transfer of special taxes. Consultant will request and review the County's unpaid list to determine the payment status of each individual PIN. As

needed, Consultant will record this data in a special tax payment database and prepare an annual delinquent special tax report for distribution to the Village, County, trustee, and other interested parties.

- 5.2 Demand Letters:** This task entails the preparation and mailing of demand letters to the property owners that remain delinquent in the payment of special taxes after the County has conducted its tax sale (or such other date as specified in the Indenture). Consultant will prepare a draft demand letter for review and approval by Village staff and counsel. After the form of the demand letter is approved, Consultant will print and mail the demand letters to property owners.
- 5.3 Coordination with Property Owners:** Consultant will respond to telephone calls from property owners who have questions regarding the payment of the delinquent special taxes.
- 5.4 Foreclosure:** This task involves assistance with the foreclosure of the special taxes that remain delinquent after the follow-up process. Consultant assumes that at this stage in the collection process the Village will retain legal counsel to pursue foreclosure. Therefore, our services will consist of the preparation of materials detailing the delinquent special taxes, penalties, and interest.

#### **Task 6: Special Tax Prepayments**

This task entails the calculation of prepayment amounts and coordination with the trustee and associated record keeping in the event any special tax is prepaid. This task includes the following subtasks:

- 6.1 Prepayment Calculation:** Upon request, Consultant will calculate the amount needed to prepay the special tax pursuant to the prepayment formula as set forth in the applicable SSA Special Tax Roll and Report. The prepayment information provided will identify the amount due, the deadline for payment, and direction regarding where payment is to be remitted.
- 6.2 Bond Redemption:** This task involves analysis of the early redemption of bonds resulting from the prepayment of special taxes. Consultant will coordinate with the trustee to ensure the proper application of such funds and review the resulting revised debt service schedule.

#### **Task 7: Taxpayer Inquiries**

This task involves responding to telephone calls from prospective or current property owners or other interested parties who have questions regarding their SSA or special tax. This task includes brief written responses to property owners as necessary. In order to efficiently and effectively handle these property owner's requests, Consultant has a toll-free number for property owners who have questions.

#### **Task 8: Continuing Disclosure and Dissemination**

This task involves assembling, preparing, and disseminating the "Annual Report" as set forth in the Continuing Disclosure Agreement.

**Task 9: Arbitrage/Rebate Calculation**

This task encompasses those activities associated with computing the rebate liability of the bonds sold on behalf of the SSAs.

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## ***Exhibit B –Fee Schedule***

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### **PROFESSIONAL FEES**

Consultant's annual compensation for Tasks 1 through 8 of the Scope of Work statement is a fixed fee of \$21,127, inclusive of expenses. Consultant's compensation for Task 9 is \$3,250 per bond issue for the initial annual calculation, and \$2,750 per bond issue per year for subsequent years; note, additional fees will be incurred for transferred proceeds analysis, yield restriction analysis, commingled funds analysis, final or five year report, or computation periods in excess of twelve months.

### **GENERAL TERMS AND CONDITIONS**

The annual fee for Tasks 1 through 8 shall be billed in four equal installments, with invoices submitted by Consultant to Client on or about the first two weeks of each quarter. Such invoices shall be paid by Client within thirty (30) days of the date of each invoice solely from monies on deposit in the administrative expense fund created under the Indenture. The fee for Task 9 shall be billed upon its completion. A 1.2% charge may be imposed against accounts that are not paid within 30 days of the date of each invoice.

At Client's request, services in addition to those identified in the Scope of Work statement may be provided. Unless otherwise agreed to by Client and Consultant, any additional tasks assigned by Client shall be charged at the hourly rates listed below.

**TABLE 1  
CONSULTANT'S HOURLY RATES**

President	\$275/hour
Senior Vice President	\$245/hour
Vice President	\$225/hour
Senior Manager	\$200/hour
Manager	\$190/hour
Senior Associate	\$165/hour
Associate	\$150/hour
Senior Analyst	\$140/hour
Analyst	\$120/hour
Research Assistant	\$100/hour

Such additional tasks may include, but are not be limited to, the following:

- Manual billing of special taxes; and
- Attendance, other than via telephone, at meetings with property owners or Village staff to answer questions, review the levy, or resolve disputes regarding the calculation of the special tax.

The preceding professional fees and hourly rates apply for a 24 month period from execution of the Agreement. The professional fees will increase one percent (1%) annually thereafter. Our hourly rates are subject to a cost-of-living and/or other appropriate increase every 12 months

thereafter. Consultant generally reviews its professional fees and hourly rates annually and, if appropriate, adjusts them to reflect increases in seniority, experience, cost-of-living, and other relevant factors. Consultant shall notify Client in advance of any such increase.

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[Village of Round Lake, Lake County, Illinois

Lakewood Grove Special Service Areas Numbers One, Three and Four

Special Tax Refunding Bonds, Series 2016

November 7, 2016 |

**RISK DISCLOSURES PURSUANT TO MSRB RULE G-17**

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

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

**FINANCIAL CHARACTERISTICS**

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

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

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

## SECURITY

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

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

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

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

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

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

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

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

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

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

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

(b) debt service on all outstanding revenue bonds payable from such enterprise revenues;

(c) all amounts required to meet any fund or account requirements with respect to such outstanding revenue bonds;

(d) other contractual or tort liability obligations, if any, payable from such enterprise revenues; and

(e) in each year, an amount not less than 1.25 times debt service on all:

(i) outstanding alternate bonds payable from such enterprise revenues; and

(ii) the alternate bonds proposed to be issued.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

In addition, in lieu of or in addition to an ad valorem property tax, a special tax may be levied and extended within the special service area on any other basis that provides a rational relationship between the amount of the tax levied against each lot, block, tract and parcel of land in the special service area and the special service benefit rendered (as authorized in the Village of Round Lake, Lake County, Illinois: Lakewood Grove SSA No. 1, Special Tax Refunding Bonds, Series 2007; Lakewood Grove SSA No. 3, Special Tax Refunding Bonds, Series 2007 and Lakewood Grove SSA No. 4, Special Tax Refunding Bonds, Series 2007). In that case, a special tax roll shall be prepared containing: (a) a description of the special services to be provided, (b) an explanation of the method of spreading the special tax, (c) a list of lots, blocks, tracts and parcels of land in the special service area, and (d) the amount assessed against each. The special tax roll shall be included in the ordinance establishing the special service area or in an amendment of the ordinance, and shall be filed with the county clerk for use in extending the tax. The lien and foreclosure remedies provided in Article 9 of the Illinois Municipal Code shall apply upon non-payment of the special tax. (Illinois State Statute 35 ILCS 200/27-75).

Property taxes levied under the provisions of Section 35 ILCS 200/27-75 in 2 or more special service areas established under Article 27 may be pledged to secure a single bond issued benefitting the special service areas if those special service areas are within the corporate limits of a municipality. Any such property taxes must be levied on a basis that provide a rational relationship between the amount of the tax levied against each lot, block, tract, and parcel of land in each special service area and the special service benefit rendered.

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

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

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

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

Tax increment bonds may be secured by the full faith and credit of the municipality. The issuance of general obligation tax increment bonds is subject to a “backdoor,” rather than a direct, referendum. Once a municipality has authorized the issuance of tax increment obligations secured by its full faith and credit, the ordinance authorizing the issuance must be published in a

newspaper of general circulation in the municipality. In response, voters may petition to request that the question of issuing obligations using the full faith and credit of the municipality as security to pay for redevelopment project costs be submitted to the electors of the municipality. If, within 30 days after the publication, 10% of the registered voters of the municipality sign such a petition, the question of whether to issue tax increment bonds secured by the municipality's full faith and credit must be approved by the voters pursuant to referendum. Such bonds are not exempt from the Extension Limitation Law unless first approved at referendum.

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

## **FINANCIAL RISK CONSIDERATIONS**

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

***Issuer Default Risk.*** You may be in default if the funds pledged to secure your bonds are not sufficient to pay debt service on the bonds when due. The consequences of a default may be serious for you and, depending on applicable state law and the terms of the authorizing documents, the holders of the bonds, the trustee and any credit support provider may be able to exercise a range of available remedies against you. For example, if the bonds are secured by a general obligation pledge, you may be ordered by a court to raise taxes. Other budgetary adjustments also may be necessary to enable you to provide sufficient funds to pay debt service on the bonds. If the bonds are revenue bonds or alternate bonds, you may be required to take steps to increase the available revenues that are pledged as security for the bonds. A default may negatively impact your credit ratings and may effectively limit your ability to publicly offer bonds or other securities at market interest rate levels. Further, if you are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, you may find it necessary to consider available alternatives under state law, including (for some issuers) state-mandated receivership or bankruptcy. A default also may occur if you are unable to comply with covenants or other provisions agreed to in connection with the issuance of the bonds.

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

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

***Refinancing Risk.*** If your financing plan contemplates refinancing some or all of the bonds at maturity (for example, if you have term maturities or if you choose a shorter

final maturity than might otherwise be permitted under the applicable federal tax rules), market conditions or changes in law may limit or prevent you from refinancing those bonds when required. Further, limitations in the federal tax rules on advance refunding of bonds (an advance refunding of bonds occurs when tax-exempt bonds are refunded more than 90 days prior to the date on which those bonds may be retired) may restrict your ability to refund the bonds to take advantage of lower interest rates.

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

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

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

Received and read by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



VILLAGE OF ROUND LAKE  
**AGENDA ITEM SUMMARY**

TITLE: DEBT SERIES 2007 REFINANCING UNDERWRITER  
 ENGAGEMENT LETTER

Agenda Item No. 8.2

*Executive Summary:*

At the October 17, 2016 Regular Board meeting, a discussion was held regarding the status of refinancing the Lakewood Grove SSA #1, #3 and #4 2007 Bond Series. The 2007 Bonds are callable 1/1/2017 and carry a relatively high interest rate. The residents of the aforementioned Lakewood Grove SSAs stand to realize a significant savings should interest rates remain favorable.

Since the last meeting, obtaining insurance on two of the refunding series could not be accomplished due to the limited number of households in SSA #3 & SSA #4. However, should the Village combine the three refunding series into one bond issue insurance can be obtained to keep the rates low on the bond refunding.

Attached is a revised resolution and engagement letter to authorize Bernardi Securities, Inc. to structure and underwrite a single bond issue for the purposes of refinancing the 2007 bonds for all three SSAs.

*Recommended Action:*

Adopt a Resolution Authorizing the Execution of an Agreement Between the Village of Round Lake and Bernardi Securities, Inc. for Bond Underwriting Services for a single bond issue for all three SSAs.

<b>Committee:</b> Human Resources & Finance		<b>Meeting Date:</b> November 7, 2016	
<b>Lead Department:</b> Administration		<b>Presenter:</b> Wayde Frerichs	
<b>Item Budgeted:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A			
<b>If amount requested is over budget, a detailed explanation of what account(s) the overage will be charged to will be provided in the Executive Summary or attached detail.</b>	<b>Account(s)</b>	<b>Budget</b>	<b>Expenditure</b>
	-	-	
	Item Requested	\$0.00	\$0.00
	All Other Items	\$0.00	\$0.00
	Y-T-D Actual		\$0.00
	Amount Encumbered		\$0.00
	<b>Total:</b>	<b>\$0.00</b>	<b>\$0.00</b>
	Request is over/under budget:		
Under	-		
Over	-		

**Resolution 2016-R-\_\_\_**

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

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

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

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

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

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

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

**APPROVED:**

---

Daniel A. MacGillis, Village President

**ATTEST:**

---

Patricia C. Blauvelt, Village Clerk

PASSED:

APPROVED:

AYES:

NAYS:

ABSENT:

**Exhibit A**

**Engagement Letter and Estimated Cost of Issuance from Bernardi Securities**

# BERNARDISECURITIES<sup>INC.</sup>

M U N I C I P A L   B O N D   S P E C I A L I S T S

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

Date: November 7, 2016

Dear Mayor MacGillis:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

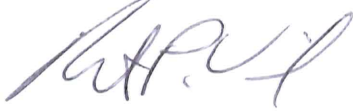
The designation of Bernardi Securities, Inc. as underwriter applies solely to this issue. We encourage you to consult with your own legal, accounting, tax, financial and other advisors, as applicable, to the extent you deem appropriate.

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

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

The Issuer understands the primary contacts for this process will be Robert P. Vail.

BERNARDI SECURITIES, INC,



Robert P. Vail  
Senior VP/ Managing Director

ACCEPTED BY:

\_\_\_\_\_  
By: Mr. Daniel A. MacGillis  
Its: Mayor

ATTEST:

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

The above proposal accepted this date of November 7, 2016, by the action of the Mayor of the Village of Round Lake, Lake County, Illinois.



VILLAGE OF ROUND LAKE  
**AGENDA ITEM SUMMARY**

TITLE: DEBT SERIES 2007 REFINANCING BOND COUNSEL  
 ENGAGEMENT LETTER

Agenda Item No. 8.3

***Executive Summary:***

At the October 17, 2016 Regular Board meeting, a discussion was held regarding the status of refinancing the Lakewood Grove SSA #1, #3 and #4 bonds, debt series 2007. The 2007 Bonds are callable 1/1/2017 and carry a relatively high interest rate. Per Bob Vail of Bernardi Securities, the residents of the aforementioned Lakewood Grove SSAs could realize a significant savings if interest rates remain favorable.

Since the last meeting, obtaining insurance on two of the refunding series could not be accomplished due to the limited number of households in SSA #3 & SSA #4. However, should the Village combine the three refunding series into one bond issue insurance can be obtained to keep the rates low on the bond refunding.

Attached is a resolution that was “marked up” showing the changes that need to occur in the engagement letter from Ice Miller, the Village’s bond counsel.

***Recommended Action:***

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

<b>Committee:</b> Village Board	<b>Meeting Date:</b> November 7, 2016																																	
<b>Lead Department:</b> Administration	<b>Presenter:</b> Wayde Frerichs																																	
<b>Item Budgeted:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Account No(s).</th> <th style="width: 35%;">Budget</th> <th style="width: 35%;">Expenditure</th> </tr> </thead> <tbody> <tr> <td>Budget Amount</td> <td></td> <td></td> </tr> <tr> <td> </td> <td></td> <td></td> </tr> <tr> <td>Y-T-D Actual</td> <td></td> <td></td> </tr> <tr> <td>Amount Encumbered</td> <td></td> <td></td> </tr> <tr> <td>Item Requested</td> <td></td> <td></td> </tr> <tr> <td> </td> <td></td> <td></td> </tr> <tr> <td style="text-align: right;">Total:</td> <td style="text-align: center;">\$0.00</td> <td style="text-align: center;">\$0.00</td> </tr> <tr> <td colspan="3">Request is over/under budget:</td> </tr> <tr> <td style="text-align: right;">Under</td> <td colspan="2">-</td> </tr> <tr> <td style="text-align: right;">Over</td> <td colspan="2">-</td> </tr> </tbody> </table>	Account No(s).	Budget	Expenditure	Budget Amount						Y-T-D Actual			Amount Encumbered			Item Requested						Total:	\$0.00	\$0.00	Request is over/under budget:			Under	-		Over	-	
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**Resolution 2016-R-\_\_\_**

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

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

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

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

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

**APPROVED:**

---

Daniel A. MacGillis, Village President

**ATTEST:**

---

Patricia C. Blauvelt, Village Clerk

PASSED:

APPROVED:

AYES:

NAYS:

ABSENT:

**Exhibit A**

**Engagement Letter from Ice Miller, LLC**

July 29, 2016

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

**CONFIDENTIAL ATTORNEY/CLIENT PRIVILEGED COMMUNICATION**

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

**RE: Letter of Engagement of Ice Miller LLP**

Dear Mayor MacGillis:

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

**Client and Nature and Scope of the Relationship**

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

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

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

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

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

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

\* Special Service Areas  
Number One, Three and Four

9. Prepare or review a Continuing Disclosure Agreement.

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

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

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

**Conflicts of Interest/Disclosure of Potential Conflicts of Interest**

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

**Compensation; Other Important Terms and Conditions**

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

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

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

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

Mayor MacGillis  
July 29, 2016  
Page 5

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

**Acceptance**

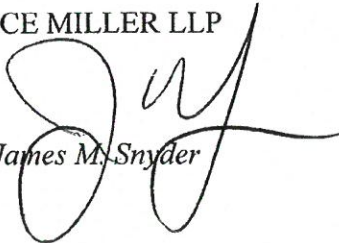
We hope that this letter and the enclosed Terms and Conditions are helpful and accurately states the scope of the representation agreed upon. We intend to provide legal services based on this letter, and will assume that this letter accurately reflects our mutual agreement (regardless of whether you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

Mayor MacGillis  
July 29, 2016  
Page 6

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

Sincerely yours,

ICE MILLER LLP



*James M. Snyder*

Acknowledged and Agreed:

*VILLAGE OF ROUND LAKE, LAKE COUNTY, ILLINOIS*

Date: \_\_\_\_\_  
*Authorized Officer*

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

cc: Accounting Department

ICE MILLER LLP

**Terms and Conditions of Engagements for Legal Services**

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

**Our Responsibilities**

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

**Your Responsibilities**

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

**Client(s) Represented**

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

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

**How We Will Work For You**

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

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

**How We May Communicate With You**

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

**About Our Fees**

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

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

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

#### **Other Charges and Expenses**

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

#### **Estimates**

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

#### **Billing Procedures**

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

#### **Retainers**

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

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

#### **Your Consent to Future Conflicts of Interest**

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

#### **Document Retention**

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

#### **Response to Audit Inquiries**

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

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

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

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

#### **Termination or Withdrawal**

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

#### **Certain Limitations**

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

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

Revised: February 2015



VILLAGE OF ROUND LAKE

**AGENDA ITEM SUMMARY**

**TITLE: EMERGENCY LIFT STATION REPAIRS**

**Agenda Item No. 10.1**

*Executive Summary*

Staff requests ratification of an invoice from Illinois Pump, Inc. for services to repair Nippersink Lift Station. The pumps in the lift station ceased working and staff could not determine the cause. Illinois Pump was able to mobilize to the site the same day we called. They determined there was debris blocking the pumps and they were able to remove both of the pumps to clear the debris and the station has been running fine since. The invoice is attached and is for \$1,958.18.

*Recommended Action*

Adopt a Resolution Ratifying an invoice from Illinois Pump, Inc. for Emergency Lift Station Pump Repairs at Nippersink Lift Station.

<b>Committee:</b> PW/F&CA and Engineering	<b>Meeting Date(s):</b> 11/07/16																																		
<b>Lead Department:</b> Public Works	<b>Presenter:</b> Adam Wedoff, Director of Public Works																																		
<b>Item Budgeted:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A  If amount requested is over budget, a detailed explanation of what account(s) the overage will be charged to will be provided in the Executive Summary or attached detail.	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Account(s)</th> <th style="text-align: center;">Budget</th> <th style="text-align: center;">Expenditure</th> </tr> </thead> <tbody> <tr> <td>Other Items</td> <td style="text-align: right;">\$63,700.00</td> <td></td> </tr> <tr> <td>Item Requested</td> <td style="text-align: right;">\$30,000.00</td> <td style="text-align: right;">\$1,958.18</td> </tr> <tr> <td>YTD Actual</td> <td></td> <td style="text-align: right;">\$9,557.55</td> </tr> <tr> <td>Amount Encumbered</td> <td></td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td> </td> <td></td> <td></td> </tr> <tr> <td> </td> <td></td> <td></td> </tr> <tr> <td>50-60-92-99208</td> <td style="text-align: right;">\$93,700.00</td> <td style="text-align: right;">\$11,515.73</td> </tr> <tr> <td colspan="3">Request is over/under budget:</td> </tr> <tr> <td style="text-align: right;">Under</td> <td></td> <td style="text-align: right;">\$82,184.27</td> </tr> <tr> <td style="text-align: right;">Over</td> <td style="text-align: center;">-</td> <td></td> </tr> </tbody> </table>		Account(s)	Budget	Expenditure	Other Items	\$63,700.00		Item Requested	\$30,000.00	\$1,958.18	YTD Actual		\$9,557.55	Amount Encumbered		\$0.00							50-60-92-99208	\$93,700.00	\$11,515.73	Request is over/under budget:			Under		\$82,184.27	Over	-	
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Under		\$82,184.27																																	
Over	-																																		

**Resolution 2016-R-\_\_**

**A Resolution Approving Emergency Repairs to the Nippersink Lift Station Pump**

**WHEREAS**, on or about October 13, 2016, the Nippersink Lift Station had ceased working and

**WHEREAS**, the Director of Public Works obtained a quote from Illinois Pump, Inc. to repair the lift station pump at the estimated cost of \$1,958.18; and

**WHEREAS**, pursuant to the emergency spending authority set forth in Section 3.08.040 of the Village Code, the Village President authorized Illinois Pump, Inc. to proceed with the repairs;

**WHEREAS**, the Village Board was informed on or about October 13, 2016 regarding the problem and the authorized repairs; and

**WHEREAS**, the total cost for the lift station pump repairs is \$1,958.18; and

**WHEREAS**, the Village President and Board of Trustees of the Village of Round Lake ("Village Board") find that it is in the best interests of the health, safety and welfare of the citizens of Round Lake to authorize payment of the invoice from Illinois Pump, Inc. in the amount of \$1,958.18;

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

**Section One:** That the Invoice for Emergency Lift Station Pump repairs at Nippersink Lift Station, attached as Exhibit A, is hereby approved at a cost not to exceed \$1,958.18.

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

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

**APPROVED:**

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Daniel A. MacGillis, Village President

**ATTEST:**

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Patricia C. Blauvelt, Village Clerk

PASSED:

APPROVED:

AYES:

NAYS:

ABSENT:

**Service Invoice**



**Illinois Pump, Inc**

1801 Winnetka Circle  
 Rolling Meadows, IL 60008  
 Phone: (847)368-7867 Fax: (847)368-7868

Billed Customer: #001996

Site ID: # 001996-0001

Village Of Round Lake  
 Account Payable  
 442 N. Cedar Lake Road  
 Round Lake, IL 60073

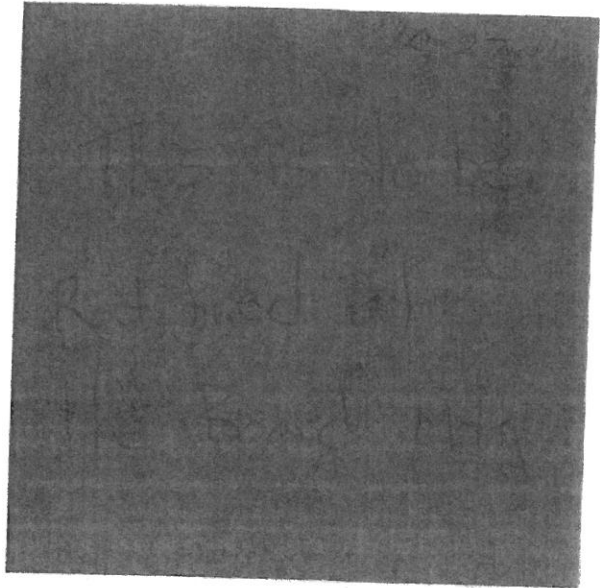
Round Lake Sanitary Lift Station  
 Mark  
 Corner Capri & Nippersink Roads  
 Round Lake, IL 60073

10466 Verbal Mark 10/13/2016 S-10701 10/13/2016 Amount Paid

Call Slip Number	P.O. Number	Invoice Date	Invoice Number	Due Date
10466	Verbal Mark	10/13/2016	S-10701	10/13/2016

Sanitary Lift Station (Loc. Stand alone station)  
 Inspected & repaired failed P-1 & P-2 (T&M Billing)  
 Duplex, end suction, 3 HP motors, bubbler press switch

- Oct 13;
- Emergency Service Call
- Customer advised that check valves are not opening
- Inspected system using confined space requirements
- Check valves free in movement
- Pulled P-2 with crane truck for field inspection
- Impeller completely obstructed with debris
- Removed debris from P-2
- Reinstalled P-2 in original position
- Repeated steps for P-1
- Field tested P-1 & P-2 for proper operation
- Test Readings:
- Voltage = 251/253/252 To Grd = 125/126/219
- P-1 LoadedA = 8.7/8.8/8.9 FLA = 9.46@230v
- P-1 LoadedA = 8.4/8.7/8.5 FLA = 9.46@230v
- Set to auto, all OK upon departure



VILLAGE OF ROUND LAKE  
 APPROVAL FOR PAYMENT  
 50-60-92-99208

By: ABW  
 Date: 1/29

Material	687.36
Labor	1,270.82
<b>Subtotal</b>	<b>1,958.18</b>
Tax	0.00
<b>Grand Total</b>	<b>1,958.18</b>

STANDARD TERMS for Approved Accounts: Net 30 days (due and payable 30 days from Invoice Date noted above)  
 Past due invoices will be assessed a late fee of \$25 per month and compounding interest of 1.5% interest per month.

We accept all major credit cards: Visa, MasterCard, American Express, & Discover  
 A convenience fee of 2.5% will be assessed to any invoices paid by credit card.

**Resolution 2016-R-\_\_\_****A Resolution Regarding Resignation of Trustee and Process for Replacement**

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

**Section One:** That Trustee Triphahn will resign her seat effective November 21, 2016. On that date, her seat will become vacant and a municipal election must be held on April 4, 2017 to fill it.

**Section Two:** Pursuant to 65 ILCS 3.1-10-50(e), the Mayor has the authority to appoint a replacement trustee, with the advice and consent of the Village Board, who will sit until the office is filled according to the votes cast at the April 4, 2017 election.

**Section Three:** Pursuant to 65 ILCS 5/3.1-10-5, the qualified replacement trustee must be a registered voter in the Village of Round Lake, must have resided in Round Lake for at least 1 year preceding the date of appointment, must not owe any money to Round Lake, and must not have been convicted of an infamous crime, bribery, perjury, or other felony.

**Section Four:** The appointment is subject to the following statutory timeline:

- By January 20, 2017, the Mayor must make the appointment, in writing.
- By February 20, 2017, the Village Board must act upon the Mayor's appointment by vote (an affirmative vote from three Trustees will approve the appointment).
- If the replacement trustee fails to receive the advice and consent of the Village Board within 30 days, the Mayor shall appoint and forward to the Board a second qualified person.
- The Village Board must act upon the Mayor's second appointment within 30 days of the nomination.
- If the second nominee fails to receive the advice and consent of the corporate authorities within 30 days, the Mayor may make a temporary appointment of one of the first two attempted appointments, without the advice and consent of the Village Board.
- The person receiving the temporary appointment shall serve until an appointment has received the advice and consent and the appointee has been sworn and assumed office

or until a person has been elected and has been sworn and assumed office, whichever first occurs.

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

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

**APPROVED:**

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Daniel A. MacGillis, Village President

**ATTEST:**

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Patricia C. Blauvelt, Village Clerk

PASSED:

APPROVED:

AYES:

NAYS:

ABSENT:

**Proclamation 16-P-XX****WORLD PANCREATIC CANCER AWARENESS DAY**

**WHEREAS** in 2016, an estimated 53,070 people will be diagnosed with pancreatic cancer in the United States and 41,780 will die from the disease;

**WHEREAS** pancreatic cancer is one of the deadliest cancers, is currently the third leading cause of cancer deaths in the United States and is projected to become the second by 2020;

**WHEREAS** pancreatic cancer is the only major cancer with a five-year relative survival rate in the single digits at just eight percent;

**WHEREAS** when symptoms of pancreatic cancer present themselves, it is generally late stage, and 71 percent of pancreatic cancer patients die within the first year of their diagnosis while 93 percent of pancreatic cancer patients die within the first five years;

**WHEREAS** approximately 1640 deaths will occur in Illinois in 2016;

**WHEREAS** pancreatic cancer is the 7<sup>th</sup> most common cause of cancer-related death in men and women across the world;

**WHEREAS** there will be an estimated 418,451 new pancreatic cancer cases diagnosed globally in 2016;

**WHEREAS** the good health and well-being of the residents of **Round Lake** are enhanced as a direct result of increased awareness about pancreatic cancer and research into early detection, causes, and effective treatments;

**THEREFORE**, I Daniel MacGillis, Mayor of the Village of Round Lake in the State of Illinois, in recognition of World Pancreatic Cancer Awareness Day,

**DO HEREBY PROCLAIM** November 17<sup>TH</sup> as World Pancreatic Cancer Awareness Day in the Village of Round Lake.

APPROVED by the Village President of the Village of Round Lake, Lake County, Illinois, this 7th day of November, 2016.

**APPROVED:**

\_\_\_\_\_  
Daniel A. MacGillis, Village President

**ATTEST:**

\_\_\_\_\_  
Patricia C. Blauvelt, Village Clerk