

NOTE LOCATION CHANGE

NORTHERN WILL COUNTY WATER AGENCY
MARCH 10, 2014
LEMONT VILLAGE HALL
418 MAIN ST., LEMONT, IL
11:00 A.M.

AGENDA

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIENCE
- III. ROLL CALL
- IV. APPROVAL OF THE MINUTES OF DECEMBER 9, 2013 MEETING (BOLINGBROOK)
- V. MOTION TO GO INTO EXECUTIVE SESSION FOR THE PURPOSE OF DISCUSSING PENDING LITIGATION (NO ANNOUNCEMENT IS EXPECTED)
- VI. MOTION TO RECONVENE
- VII. APPROVAL OF AGENDA
- VIII. APPROVAL OF BILL – EXHIBIT A
 - 1. TRESSLER (6 INVOICES) \$57,329.91
 - 2. POSTL-YORE (\$9,044.00)
 - 3. ADVANCED DISCOVERYYY \$405.74
- IX. ACTION ITEMS
 - 1. MOTION TO APPROVE AUTHORIZATION FOR ACCESS TO GIS DATA BASE IN COOK AND DUPAGE COUNTIES
 - 2. RESOLUTION #14-01
A RESOLUTION AUTHORIZING THE ACQUISITION OF A WATER SYSTEM
 - 3. APPROVAL OF FY 2014-2015 BUDGET
- X. CONSULTANT REPORT
 - 1. TRESSLER LLP
- XI. NEXT STEPS
- XII. FUTURE MEETING DATES
 - 1. JUNE 9, 2014 – HOMER GLEN
 - 2. SEPTEMBER 8, 2014 – ROMEOVILLE
 - 3. DECEMBER 8, 2014 - WOODRIDGE
- XIII. QUESTIONS FROM THE AUDIENCE
- XIV. ADJOURNMENT

* CITIZEN'S GUIDE TO ADDRESSING THE WATER AGENCY

Anyone wishing to speak under agenda "Questions from the Audience" must adhere to the following guidelines:

- 1) Please announce your name and address before commenting – all comments under PUBLIC COMMENTS are limited to three (3) minutes and each citizen will only be permitted to speak once.
- 2) Questions must be submitted in writing and responses will be provided prior to the next meeting.
- 3) At the Water Agency meeting, all speakers must address their comments to the Chair. The Chair may request that the appropriate member of the Agency or Staff respond to the comment.
- 4) Please do not repeat comments that have already been made by others.

NORTHERN WILL COUNTY WATER AGENCY
REGULAR MEETING MINUTES
DECEMBER 9, 2013

CALL TO ORDER

The meeting of the Northern Will County Water Agency was called to order at 10:30 a.m. at the Village of Bolingbrook Board Room, December 9, 2013, in Bolingbrook, Illinois, by Co-Chair Mayor Roger C. Claar of Bolingbrook.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

ROLL CALL

Present were: Bolingbrook - Mayor Roger C. Claar
Homer Glen - Cam Davis, Village Manager, in for Mayor Jim Daley
Lemont - Mayor Brian K. Reaves
Romeoville - Mayor John Noak (arrived at 10:40 a.m.)
Woodridge - Mayor Gina Cunningham

Jim Boan - Attorney representing Northern Will County Water Agency
Mike Drey - Consultant to the Northern Will County Water Agency
Attorney Dan Formeller/Tressler LLP

EXECUTIVE SESSION

An Executive Session was held immediately preceding this meeting for the purpose of discussing pending litigation [5 ILCS 120/2(c)(11)].

JOURNAL OF PROCEEDINGS

Motion Mayor Reeves/Lemont, second Mayor Cunningham/Woodridge to approve the minutes of the September 9, 2013, meeting held in Woodridge as submitted by the Village of Woodridge.

ROLL CALL VOTE:

Ayes	5	Bolingbrook, Homer Glen, Lemont, Romeoville, Woodridge
Nays	0	None
Absent	0	None

Motion carried.

APPROVAL OF AGENDA

There were no additions or deletions to the agenda.

Motion Mayor Noak/Romeoville, second Mayor Reaves/Lemont to approve the agenda.

ROLL CALL VOTE:

Ayes	5	Bolingbrook, Homer Glen, Lemont, Romeoville, Woodridge
Nays	0	None
Absent	0	None

Motion carried.

BILL APPROVAL

Motion Mayor Noak/Romeoville, second Mayor Reeves/Lemont to approve bills as submitted:

1. Tressler, LLP (\$78,082.67)
2. Postl-Yore (\$2,728.75)

ROLL CALL VOTE:

Ayes	5	Bolingbrook, Homer Glen, Lemont, Romeoville, Woodridge
Nays	0	None
Absent	0	None

Motion carried.

LOCAL DISTRIBUTION SYSTEM - BOLINGBROOK

Agency Attorney, Jim Boan, explained that the attached resolution (13R-074) was passed by Bolingbrook on November 19, 2013, to study the feasibility of Bolingbrook acquiring local water and sewers distribution systems from Illinois American Water. Staff determined that the Illinois American Water system could be acquired as a stand-alone system by Bolingbrook. Therefore, Bolingbrook would not need any cooperative agreements with Romeoville or Woodridge. Co-Chair Mayor Claar stated that this is a separate action by Bolingbrook and was not related to Northern Will County Water Agency. The Agency should regard this strictly for information purposes and would not require any action by the Agency.

CONSULTANT'S REPORT

Attorney Dan Formeller, Tressler LLP, reported that the litigation pending against Illinois American Water would enter the Active Discovery Phase soon and continue through January 2014. Preliminary motions would then be heard by a Judge around mid-June 2014.

NEW BUSINESS

None

NEXT STEPS

Attorney, Jim Boan, explained that if the impending "Traverse Motion" was defeated, the trial should take place the last quarter of this year or first part of 2014. He noted that a "Motion to Traverse" was similar to a "Motion to Dismiss". Illinois American Water has questioned whether the Water Agency's purpose to acquire the IAW property was legitimately for a public purpose.

MEETING SCHEDULE

It was announced that the next meeting would be held in Homer Glen at their Village Hall on Monday, March 10, 2014.

Co-Chair Mayor Claar commented that acquiring land through eminent domain was a very slow process.

QUESTIONS FROM THE AUDIENCE

None

ADJOURNMENT

Motion Davis, Village Administrator/Homer Glen, second Mayor Reaves/Lemont to adjourn the meeting.

ROLL CALL VOTE:

Ayes	5	Bolingbrook, Homer Glen, Lemont, Romeoville, Woodridge
Nays	0	None
Absent	0	None

Motion carried. The meeting adjourned at 11:09 a.m.

Mayor Roger C. Claar/Bolingbrook, Co-Chair

Mayor Jim Daley/Homer Glen, Co-Chair

Mayor John Noak/Romeoville, Secretary

EXHIBIT A
SUMMARY OF INVOICE

	<u>PERCENTAGE</u>	<u>POSTL YORE</u>	<u>TRESSLER</u>	<u>ADVANCED DISCOVERY</u>	
BOLINGBROOK	78.689	\$7,116.64	\$45,112.33	\$319.28	
HOMER GLEN	20.546	1,858.17	11,779.00	83.36	
LEMONT	.059	5.34	33.83	.24	
ROMEDEVILLE	.022	1.99	12.61	.10	
WOODRIDGE	<u>.684</u>	<u>61.86</u>	<u>392.14</u>	<u>2.76</u>	
	100%	\$9,044.00	\$57,329.91	\$405.74	\$66,779.65
					<u>TOTAL</u>

TOTAL BREAKDOWN PER COMMUNITY:

BOLINGBROOK	\$52,548.25
HOMER GLEN	13,720.53
LEMONT	39.41
ROMEDEVILLE	14.70
WOODRIDGE	<u>456.76</u>
TOTAL	\$66,779.65

Tressler | LLP

233 S. Wacker Drive, 22nd Floor
Chicago, IL 60606-6399
312/627-4000
Fax 312/627-1717
www.tresslerllp.com

Fed I.D. No. 36-3447958
Invoice #: 337632

February 18, 2014
008415-00002

Village of Woodridge
Attn: Kathleen Rush, Village Manager
5 Plaza Drive
Woodridge, IL 60517

FOR PROFESSIONAL SERVICES RENDERED:
RE: NORTHERN WILL COUNTY WATER AGENCY ACQUISITION FROM AMERICAN LAKE WATER
COMPANY

<u>Attorney/Paralegal</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Maniatis, John P.	52.40	265.00	13,886.00
Formeller, Daniel R.	46.90	295.00	13,835.50
Yi, Si-Yong	78.30	195.00	15,268.50
Zimmer, Hilary R.	19.80	195.00	3,861.00
Sarkis, Jessica , C.	9.70	80.00	776.00

Service Charges \$47,627.00

Disbursements

Transportation - Mileage	S.Yi - Traveled To Will County Courthouse For Hearing / Mileage To And From 1-9-14 /Vendor: Si-yong Yi, 104 @ 0.56	58.24
Transportation - Mileage	J.Maniatis / Travel To Lemont / Mileage 1-13-1 /Vendor: John P. Maniatis, 61 @ 0.56	34.16
Transportation - Mileage	J.Maniatis / Travel To Homer Glen 1-15-1 /Vendor: John P. Maniatis, 67 @ 0.56	37.52
Transportation - Mileage	J.Maniatis / Travel To Woodridge 1-16-1 /Vendor: John P. Maniatis, 30 @ 0.56	16.80
Transportation - Mileage	J.Maniatis / Travel To Romeoville 1-22-1 /Vendor: John P. Maniatis, 44 @ 0.56	24.64
Transportation - Parking	J.Maniatis / Travel To Homer Glen / Parking 1-15-1 /Vendor: John P. Maniatis	16.00
Transportation - Parking	S.Yi - Traveled To Will County Courthouse For Hearing / Parking 1-9-14 /Vendor: Si-yong Yi	16.00
Transportation - Parking	J.Maniatis / Travel To Lemont / Parking 1-13-1 /Vendor: John P. Maniatis	16.00

Disbursement Charges \$219.36

Bill Summary:

Total Fees:	47,627.00
Total Disbursements:	219.36
Credits:	-7,385.58

Total:

\$40,460.78

Please reference Invoice # 337632 on your payment. Make checks payable to: Tressler LLP

A payment may also be made directly to our bank account using the following information:

Domestic Wire Transfer: JPMorgan Chase NA Chicago, IL ABA Routing # 021000021 Tressler LLP Account #656514395

Int'l Wire Transfer: same as Domestic include International Routing #: CHASUS33

ACH Transfer: JPMorgan Chase NA Chicago, IL ABA Routing # 071000013 Tressler LLP Account #656514395

Client/Matter: 008415-00002
Matter Name: NORTHERN WILL COUNTY WATER AGENCY ACQUISITION FROM AMERICAN
LAKE WATER COMPANY
Invoice #: 337632

THIS STATEMENT INCLUDES CHARGES FOR RECENT ACTIVITY ON THIS MATTER. LISTED BELOW ARE AMOUNTS REMAINING OUTSTANDING FROM PREVIOUS INVOICES. THE TOTAL AMOUNT NOW DUE IS LISTED BELOW. MAKE CHECKS PAYABLE TO TRESSLER LLP, 233 S. WACKER DRIVE, 22ND FLOOR, CHICAGO, IL 60606-6399

OUTSTANDING BALANCE	12,369.13
TOTAL OF CURRENT FEES	47,627.00
TOTAL OF CURRENT DISBURSEMENTS	219.36
CREDITS	-7,385.58
TOTAL OF CURRENT INVOICE	\$40,460.78
TOTAL BALANCE DUE AS OF February 18, 2014	\$52,829.91

Tressler | LLP

233 S. Wacker Drive, 22nd Floor
Chicago, IL 60606-6399
312/627-4000
Fax 312/627-1717
www.tresslerllp.com

Fed I.D. No. 36-3447958
Invoice #: 335707

January 10, 2014
008415-00002

Village of Woodridge
Attn: Kathleen Rush, Village Manager
5 Plaza Drive
Woodridge, IL 60517

FOR PROFESSIONAL SERVICES RENDERED:
RE: NORTHERN WILL COUNTY WATER AGENCY ACQUISITION FROM AMERICAN LAKE WATER
COMPANY

<u>Attorney/Paralegal</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Maniatis, John P.	2.20	265.00	583.00
Formeller, Daniel R.	15.90	295.00	4,690.50
Sutherlin, Charmagne	1.90	270.00	513.00
Marchetti, George, A.	2.30	265.00	609.50
Yi, Si-Yong	13.20	195.00	2,574.00

Service Charges \$8,970.00

Bill Summary:

Total Fees: 8,970.00
Total: \$8,970.00

Please reference Invoice # 335707 on your payment. Make checks payable to: Tressler LLP

A payment may also be made directly to our bank account using the following information:

Domestic Wire Transfer: JPMorgan Chase NA Chicago, IL ABA Routing # 021000021 Tressler LLP Account #656514395

Int'l Wire Transfer: same as Domestic include International Routing #: CHASUS33

ACH Transfer: JPMorgan Chase NA Chicago, IL ABA Routing # 071000013 Tressler LLP Account #656514395

Client/Matter: 008415-00002
Matter Name: NORTHERN WILL COUNTY WATER AGENCY ACQUISITION FROM AMERICAN
LAKE WATER COMPANY
Invoice #: 335707

THIS STATEMENT INCLUDES CHARGES FOR RECENT ACTIVITY ON THIS MATTER. LISTED
BELOW ARE AMOUNTS REMAINING OUTSTANDING FROM PREVIOUS INVOICES. THE TOTAL
AMOUNT NOW DUE IS LISTED BELOW. MAKE CHECKS PAYABLE TO TRESSLER LLP, 233 S.
WACKER DRIVE, 22ND FLOOR, CHICAGO, IL 60606-6399

OUTSTANDING BALANCE	3,399.13
TOTAL OF CURRENT FEES	8,970.00
TOTAL OF CURRENT INVOICE	\$8,970.00
TOTAL BALANCE DUE AS OF January 10, 2014	\$12,369.13

Tressler | LLP

233 S. Wacker Drive, 22nd Floor
Chicago, IL 60606-6399
312/627-4000
Fax 312/627-1717
www.tresslerllp.com

Fed I.D. No. 36-3447958
Invoice #: 335075

December 18, 2013
008415-00002

Village of Woodridge
5 Plaza Drive
Woodridge, IL 60517

FOR PROFESSIONAL SERVICES RENDERED:
RE: NORTHERN WILL COUNTY WATER AGENCY ACQUISITION FROM AMERICAN LAKE WATER
COMPANY

<u>Attorney/Paralegal</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Formeller, Daniel R.	5.50	295.00	1,622.50
Sutherlin, Charmagne	2.70	270.00	729.00
Yi, Si-Yong	5.30	195.00	1,033.50
Service Charges			\$3,385.00
<u>Disbursements</u>			
Fed. Ex. /UPS/Outside Delivery Service		Fedex Charges - 10/08/2013 /Vendor: Fedex	14.13
Disbursement Charges			\$14.13
<u>Bill Summary:</u>			
Total Fees:			3,385.00
Total Disbursements:			14.13
Total:			\$3,399.13

Please reference Invoice # 335075 on your payment. Make checks payable to: Tressler LLP

A payment may also be made directly to our bank account using the following information:
Domestic Wire Transfer: JPMorgan Chase NA Chicago, IL ABA Routing # 021000021 Tressler LLP Account #656514395
Int'l Wire Transfer: same as Domestic include International Routing #: CHASUS33
ACH Transfer: JPMorgan Chase NA Chicago, IL ABA Routing # 071000013 Tressler LLP Account #656514395

Client/Matter: 008415-00002
Matter Name: NORTHERN WILL COUNTY WATER AGENCY ACQUISITION FROM AMERICAN
LAKE WATER COMPANY
Invoice #: 335075

THIS STATEMENT INCLUDES CHARGES FOR RECENT ACTIVITY ON THIS MATTER. LISTED
BELOW ARE AMOUNTS REMAINING OUTSTANDING FROM PREVIOUS INVOICES. THE TOTAL
AMOUNT NOW DUE IS LISTED BELOW. MAKE CHECKS PAYABLE TO TRESSLER LLP, 233 S.
WACKER DRIVE, 22ND FLOOR, CHICAGO, IL 60606-6399

OUTSTANDING BALANCE	56,760.67
TOTAL OF CURRENT FEES	3,385.00
TOTAL OF CURRENT DISBURSEMENTS	14.13
TOTAL OF CURRENT INVOICE	\$3,399.13
TOTAL BALANCE DUE AS OF December 18, 2013	\$60,159.80



233 S. Wacker Drive, 22nd Floor
Chicago, IL 60606-6399
312/627-4000
Fax 312/627-1717
www.tresslerllp.com

Fed I.D. No. 36-3447958
Invoice #: 337633

February 18, 2014
010425-00001

Northern Will County Water Agency
c/o Village of Woodridge
5 Plaza Drive
Woodridge, IL 60517

Attention: Kathleen Rush, Village Manager

For professional services rendered through the January 31, 2014:
RE: CORPORATE MATTERS FOR NORTHERN WILL COUNTY WATER AGENCY

Fee - February 2014

Matter Fee Charge: \$1,500.00

Bill Summary:

Total Fees:	1,500.00
Total:	\$1,500.00

Please reference Invoice # 337633 on your payment. Make checks payable to: Tressler LLP

A payment may also be made directly to our bank account using the following information:

Domestic Wire Transfer: JPMorgan Chase NA Chicago, IL ABA Routing # 021000021 Tressler LLP Account #656514395

Int'l Wire Transfer: same as Domestic include International Routing #: CHASUS33

ACH Transfer: JPMorgan Chase NA Chicago, IL ABA Routing # 071000013 Tressler LLP Account #656514395

Inquiries regarding this invoice should be directed to our Bolingbrook office, 630-759-0800.

Tressler | LLP

233 S. Wacker Drive, 22nd Floor
Chicago, IL 60606-6399
312/627-4000
Fax 312/627-1717
www.tresslerllp.com

Fed I.D. No. 36-3447958
Invoice #: 335708

January 10, 2014
010425-00001

Northern Will County Water Agency
c/o Village of Woodridge
5 Plaza Drive
Woodridge, IL 60517

Attention: Kathleen Rush, Village Manager

For professional services rendered through the December 31, 2013:
RE: CORPORATE MATTERS FOR NORTHERN WILL COUNTY WATER AGENCY

Fee - January 2014

Matter Fee Charge: \$1,500.00

Bill Summary:

Total Fees:	1,500.00
Total:	\$1,500.00

Please reference Invoice # 335708 on your payment. Make checks payable to: Tressler LLP

A payment may also be made directly to our bank account using the following information:

Domestic Wire Transfer: JPMorgan Chase NA Chicago, IL ABA Routing # 021000021 Tressler LLP Account #656514395

Int'l Wire Transfer: same as Domestic include International Routing #: CHASUS33

ACH Transfer: JPMorgan Chase NA Chicago, IL ABA Routing # 071000013 Tressler LLP Account #656514395

Inquiries regarding this invoice should be directed to our Bolingbrook office, 630-759-0800.

Tressler | LLP

*c. Jim B
Linda
Chris
(for payment
in March)*

233 S. Wacker Drive, 22nd Floor
Chicago, IL 60606-6399
312/627-4000
Fax 312/627-1717
www.tresslerllp.com

Fed I.D. No. 36-3447958
Invoice #: 335081

December 18, 2013
010425-00001

Northern Will County Water Agency
c/o Village of Woodridge
5 Plaza Drive
Woodridge, IL 60517

DEC 19 2013

Attention: Kathleen Rush, Village Manager

**For professional services rendered through the November 30, 2013:
RE: CORPORATE MATTERS FOR NORTHERN WILL COUNTY WATER AGENCY**

Fee - December 2013

Matter Fee Charge: \$1,500.00

Bill Summary:

Total Fees:	1,500.00
Total:	\$1,500.00

Please reference Invoice # 335081 on your payment. Make checks payable to: Tressler LLP

A payment may also be made directly to our bank account using the following information:
Domestic Wire Transfer: JPMorgan Chase NA Chicago, IL ABA Routing # 021000021 Tressler LLP Account #656514395
Int'l Wire Transfer: same as Domestic include International Routing #: CHASUS33
ACH Transfer: JPMorgan Chase NA Chicago, IL ABA Routing # 071000013 Tressler LLP Account #656514395

Inquiries regarding this invoice should be directed to our Bolingbrook office, 630-759-0800.



Engineering * Architecture * Management Services

DATE: 03/03/14

PROJECT #: 12219.00-5

TO: Mr. James Boan
c/o Village of Bolingbrook
375 W. Briarcliff Road
Bolingbrook, IL 60440

RE: Will County Joint Action Water Agency
Water System Valuation Analysis

INVOICE FOR PROFESSIONAL SERVICES

The present status of your account is as follows:

For Services Rendered December 1st 2013 thru March 1st 2014;

Professional Engineering Services Relating to the Northern Will County Water Agency vs
American Water Company.

Principal	34.00 hours at 185.00	\$ 6,290.00
Technician	27.00 hours at 102.00	<u>2,754.00</u>
		9,044.00

Total Amount Due \$ 9,044.00

Cc; Si-Yong Yi
Tressler LLP



**ADVANCED™
DISCOVERY**

**Remit to:
P.O. Box 3173
Wichita, KS 67202-3173
877-876-7706**

Invoice

*Chicago ~ Orange County ~ San Jose ~ Mountain View ~ San Francisco ~ Los Angeles ~ Century City
Austin ~ Dallas ~ Kansas City ~ New York ~ Washington DC*

Date	Invoice #
10/31/2013	B100845
Tax ID - 27-2325900	

Bill To
Tressler LLP 233 S. Wacker Ste 2200 Chicago, IL 60606-6399

Ship To
Tressler LLP 233 S. Wacker Ste 2200 Chicago, IL 60606

Job#	Terms	Due Date	Rep	Project Case Name	Client's Ref.#	Client Contact
CHI006956	Net 30	11/30/2013	RF CH	8415-2	8415-2	Katelyn Hamilton
Quantity	Description				Rate	Amount
1	Various processing of electronic files for various Villages; Various conversion to tiff image and logical Unitization of images for Concordance Database review; OCR (searchable text creation) and preparation of various documents for productions including; Electronic Bates endorsements and creation of Production disks in Summation format; services completed in October. Thank you!				405.74	405.74T
					Subtotal	\$405.74
Signature:					Sales Tax (0.00)	\$0.00
TERMS: This invoice is due and payable within 30 days of invoice date and past due after that. Client is subject to maximum allowable finance charges on all past due accounts plus any related attorney fees and collection charges incurred by Advanced Discovery. Your signature above is an agreement that the above described work has been authorized and received.					Invoice Total	\$405.74
					Payments/Credits	\$0.00
					Balance Due	\$405.74



Request for Geospatial Information by Non-commercial Agencies

All requests will be processed upon the approval of the Cook County Bureau of Technology.

Requestor Information

Requestor's Name (if a student, you must attach a letter of verification from your instructor)		Request Date
James Boan, Counsel		
Government Agency or Organization Name		
Northern Will County Water Agency		
Phone	Fax	Email Address
630-226-8400	630-226-8409	jboan@tresslerllp.com
Purpose of Request (please be specific to assist the review process)		
Water Supply Route Planning		

Visit

http://www.cookcountygov.com/portal/server.pt/community/geographic_information_systems/315/maps_and_data/464

for access to the County's free on-line map application or download of standard maps in a .PDF format.

Description of Request

Custom Request: Softcopy Output – Digital Map Hardcopy Output

		select only one delivery media option			
Delivery Media		Email	CD/DVD	x External Drive	FTP
Paper Media			Gloss	Standard	Semi-Gloss
Image/Data Format (geodatabase, TIF, PDF, JPG, EPS, SID, LAS)					
Map Extent (incl. either coordinates, feature(s), buffer, etc.)		See Attached Map			
Map Dimension & Orientation (standard ratios, custom HxW in inches)					
Map Size & Orientation (letter, C-size, D-size, custom HxW in inches)					
Map Scale, if known			Verbal		Fractional
Data Layers (including, if required, color, pattern, symbol, font, text size, etc.)					
Title					
Legend (specify which layers & labels, scale type, projection, etc.)					
Special Instructions					
					Cost

Standard Paper Product

	# of Copies
Cook County with Municipalities & Major Roads	
Cook County with Commissioner Districts & Major Roads	
Cook County with Highway Jurisdiction	
TOTAL	

Available Standard Data Layers

Cadastral (Available Year 2011)		Tax District		Imagery	
x	Parcel	x	Municipality		2006-8 Ground Image (JPG)
x	Right-of-Way		School (Elem, HS, Unit)		2008-10 Oblique (ECW/JPG)
x	Condominium		Park		2009 Ortho (MrSID)
x	Lot		Library		2009 Ortho (TIF)
x	Subdivision		TIF		2010 Ortho (TIF)
		x	Forest Preserve Holding	x	2011 Ortho (TIF)
Planimetry			Police		
x	Highway Jurisdiction		Fire		
x	Street Midline	x	Water		
x	Road Edge		Other (please inquire)		
x	Railroad				
x	Railroad Station	Terrain		Census (2000)	
x	Stream	x	One-foot Contour		Block
x	Lake		2009 LIDAR		Block Group
x	Intersection		2009 DEM		Tract
Cook County Political		Cultural		Public Survey	
	Congressional		Public School	x	Section
	State Senate		Private School	x	Survey Township
	State Representative		Hospital	x	Political Township
	County Commissioner		Cemetery	x	County
	Municipal Ward	Miscellany			
	Board of Review		Election Precinct		
	Judicial	x	Zip Code		
	Mayoral Conference	x	Address Point		

Requests for assessment tabular data should be sent to Dominick Spalla at djspall@cookcountyassessor.com.

Cook County Government
 Department of Geographic Information Systems
 GIS Maps/Data Disclaimer

All Cook County Government (Cook County) geospatial data and maps are copyrighted. By providing you with a copy of Cook County generated maps and geospatial data, via hardcopy, electronic media or online access, **you are not entitled** to repackage, resell or distribute this information without the written permission of the Cook County Board of Commissioners.

While efforts have been made to be as accurate as possible, Cook County provides the data for your personal use "as is". The data is not guaranteed to be accurate, correct, or complete. Information provided should not be used as a substitute for legal, business, tax, or other professional advice. The viewer should contact appropriate regulating agencies to determine accuracy or suitability of the data for a particular use.

Cook County, nor its staff, assume no liability whatsoever for any losses that might occur from the use, misuse, or inability to use its geospatial data, metadata, maps or websites. **Searches for Property Index Numbers (PINs) from addresses do not yield an official determination of the proper PIN for that street address and are to be used as a guide, subject to verification.** By making this information available, Cook County assumes no obligation to assist the user in interpreting, browsing or using the data, metadata, maps or any application. All material appearing on the web site, any form of electronic transmission and printed hardcopy is provided and transmitted without warranty of any kind and are subject to the terms on this disclaimer.

From time to time, the U.S. Government provides funding for projects involving the types of data that are the subject of this Disclaimer. Please note that any views and conclusions contained in the document(s) Cook County gives you are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.

Requestor Authorization

Requestor's Name (if a student, you must attach a letter of verification from your instructor) James Boan, Counsel		Request Date
Government Agency or Organization Name Northern Will County Water Agency		
Phone 630-226-8400	Fax 630-226-8409	Email Address jboan@tresslerllp.com
Requesting Agency Purpose <input type="checkbox"/> Private Information <input type="checkbox"/> Not-for-Profit <input checked="" type="checkbox"/> Government Agency <input type="checkbox"/> Academic Institution <input type="checkbox"/> Community Organization <input type="checkbox"/> Other _____		
It is a violation of the Freedom of Information Act for a person to knowingly obtain a public record for a commercial purpose without disclosing that it is for a commercial purpose if asked to do so by the public body. (SB 189, Section 3.1)		
Signature		

DuPage County, Illinois
MEMORANDUM OF AGREEMENT FOR DATA SHARING

February 21, 2014

THIS AGREEMENT is entered into between DuPage County, Illinois and Northern Will County Water Agency (hereinafter, "Parties") which are either users or developers of Geographic Information System (GIS) spatial data.

WHEREAS, the purpose of this agreement is to facilitate sharing and cooperative use of GIS spatial data; and

WHEREAS, each of the Parties is concerned with land use planning, transportation, and resource management within the boundaries of DuPage County and use GIS or other information technology to accomplish those goals; and

WHEREAS, there is significant overlap in the data needed for planning and analysis tasks to be accomplished and GIS data that may be developed or acquired for these purposes is expensive; and

WHEREAS, there is mutual public benefit to each of the Parties in sharing GIS data which will allow Parties to accomplish these goals at lower costs; and

NOW THEREFORE, the Parties agree to the cooperative process for the sharing of spatial data about DuPage County as follows:

1. Each Party to this agreement will make available to the other Parties any DuPage County located spatial data developed by the Parties insofar as the distribution of the spatial data is not limited by licenses, proprietary ownership, and cost sharing agreements or the Public Records Act.
2. Each Party shall also make available any updates of existing spatial data at a minimum on an annual basis.
3. No Party shall use any GIS data that is obtained under this Agreement for any commercial, for-profit activity or product.
4. The receiving Party may provide the data to an external person, agency or firm only for the purpose of obtaining a service that requires the use of the data. The external person, agency or firm will not be permitted to sell, give, utilize, or distribute the data beyond the scope of said service.
5. The receiving Party may display on a public Internet site map images only, and will not provide access to the underlying map data.
6. Data provided will not be used as a base for engineering design, establishing or reestablishing land boundaries, or as a substitute for an on-site survey for regulatory functions.

7. The Parties to this agreement shall use the spatial data provided by other Parties solely for their own purposes. No provision of this agreement shall limit the application of the Public Records Act (or, in the case of Federal Parties, the Freedom of Information Act) to the Parties to this agreement.
8. Each Party to this agreement shall accept spatial data from all other Parties "as is." In addition, each Party to this agreement shall hold harmless every other Party. Parties shall require any third Party users of this spatial data to agree in writing to hold harmless all Parties to this agreement.
9. The Parties to this agreement represent that the spatial data are complex and time sensitive and that they may contain some nonconformities, defects, or errors. The spatial data represent the best available information. The Parties to this agreement do not warrant that the spatial data will meet users' needs or expectations, or that all nonconformities, defects or errors can or will be corrected.
10. Any authorized use of information derived or generated from any spatial data provided pursuant to this Agreement in any product shall acknowledge the appropriate party to this agreement as the source, and include any qualifications deemed appropriate given the specific data quality and application of the derived information.
11. Both Parties agree to share the data in the format they use internally, without translation.
12. The receiving Party will not alter provided information in any manner. If any alterations are made by the receiving Party, the content of the data will no longer be the responsibility of the data provider.
13. Both Parties agree to limit access to each other's FTP data servers only to internal staff and any external person, agency, or firm under contract with Parties of this agreement that is providing a service that requires access to the GIS data.
14. This Agreement is an integrated Agreement and supersedes all prior negotiations, representations or agreements, written or oral, between the Parties concerning the sharing of GIS data.
15. Any amendments to this Agreement must be in writing, signed by all Parties involved.
16. This Agreement shall become effective upon its signature by all Parties involved and shall continue indefinitely.
17. Any Party may cancel this Agreement at any time, with or without cause upon written notification to all Parties involved.

DuPage County

Northern Will County Water Agency

Printed Name

Printed Name

Title

Address

Title

Date

Date

- Approval of Agreement Terms
- Non-Approval of Agreement Terms

Resolution No.: _____

A RESOLUTION AUTHORIZING THE ACQUISITION OF A WATER SYSTEM

WHEREAS, the Northern Will County Joint Action Water Agency (the "Water Agency") is a duly established municipal joint action water agency formed pursuant to 5 ILCS 220/3.1 and 5 ILCS 220/1 *et seq.*; and

WHEREAS, the Board of Directors of the Water Agency ("Board") believes, and hereby declares, that it is necessary, convenient and in the best interest of the public health, welfare and safety of the residents of the Villages of Bolingbrook, Homer Glen, Woodridge, Lemont, and Romeoville and the Water Agency to acquire a certain water system ("System", as described below) owned and operated by American Lake Water Company and/or its affiliates ("System Acquisition");

WHEREAS, the Board finds that the System is a water system that is owned by a public utility and provides water to customers located in 2 or more municipalities in accord with 65 ILCS 5/11-124-5;

WHEREAS, the Board finds that the intergovernmental agreement in existence between the member municipalities which forms the Water Agency provides for the acquisition of the System in accord with 65 ILCS 5/11-124-5;

WHEREAS, in accord with the intergovernmental agreement forming the Water Agency, the Water Agency finds and declares that the purpose of the System Acquisition is to provide a supply of water from Lake Michigan for use in fire protection and by the inhabitants of Bolingbrook, Homer Glen, Woodridge, Lemont, and Romeoville as authorized in Article 11, Divisions 124 through 139, of the Illinois Municipal Code;

WHEREAS, the Water Agency has previously directed its attorneys, Tressler, LLP, to attempt to agree on the compensation to be paid to the System owner for the System Acquisition and that Tressler, LLP made good faith offers to purchase the System on _____ and _____;

WHEREAS, when the System's owner was not responsive to those prior attempts to agree, the Water Agency previously directed its attorneys to bring the case of Northern Will County Water Agency v. American Lake Water Company, Case No. 13 ED 0003 in the Circuit Court of the Twelfth Judicial Circuit, Will County, Illinois ("Condemnation Suit") in order to condemn the System after good faith efforts to agree on compensation were fruitless;

WHEREAS, in order to further the System Acquisition, the Water Agency finds that it is necessary and desirable for its member municipalities to authorize eminent domain and to join the Condemnation Suit as plaintiffs;

WHEREAS, in furtherance of the above, the action of Tressler, LLP in moving to voluntarily dismiss the Condemnation Suit is hereby ratified and Tressler, LLP is directed to make a last attempt to agree on compensation with the System owner and to re-file the Condemnation Suit in accordance with the directives of this Resolution and the individual resolutions or ordinances of the Water Agency's members;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE NORTHERN WILL COUNTY JOINT ACTION WATER AGENCY AS FOLLOWS:

SECTION ONE: The foregoing recitals shall be and are hereby adopted and incorporated into this Resolution as if said recitals were fully set forth within this Section One.

SECTION TWO: The System to be acquired is described on Exhibit A, which is attached to this Resolution and incorporated in full;

SECTION THREE: Tressler, LLP is directed to make a third attempt to agree on the compensation to be paid for the System in the amount of \$37,600,000. If the System owner does not agree to that amount or does not indicate that it is willing to enter into meaningful discussions within a reasonable time (not more than 10 days), Tressler LLP is directed and authorized to re-file the Condemnation Suit on behalf of the Water Agency and in accord with direction of the individual municipal members. If the

System owner does indicate it is willing to enter into meaningful discussions to sell the System, but the Chairman of the Board of the Water Agency determines in his sole discretion that said discussions are not serious, meaningful or proceeding in good faith, the Chairman may direct Tressler, LLP to re-file the Condemnation Suit on behalf of the Water Agency and in accord with direction of the individual municipal members.

SECTION FOUR: The Water Agency hereby requests that its municipal members utilize their eminent domain authority, authorize condemnation proceedings and join the re-filed Condemnation Suit as plaintiffs.

SECTION FIVE: Acquisition, Conveyance and Reimbursement.

A. It is hereby determined that the System is property which shall be acquired by a public entity or entities and which shall be owned, controlled and operated by a public entity to fulfill the public purposes of this Resolution.

B. Upon the acquisition of the System by the individual member municipalities pursuant to their eminent domain authority, the Water Agency shall accept the conveyance of the System by its municipal members to the Water Agency.

C. Upon such conveyance, the Water Agency shall reimburse the Municipal Members in full for their actual costs of the System Acquisition.

D. Nothing in this section four shall prevent the Water Agency and its individual members from agreeing that the Water Agency shall pay the ongoing costs of the Condemnation Suit pursuant to the bylaws, ordinances, resolutions and practices of the Water Agency as adopted from time to time by the Water Agency Board.

SECTION SIX: This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this ____ day of _____, 2014.

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____, 2013.

Chairman of the Board of Directors

Secretary

DRAFT

EXHIBIT B
SUMMARY OF BUDGET

	<u>PERCENTAGE</u>	<u>AMOUNT</u>
BOLINGBROOK	78.689	\$571,675.59
HOMER GLEN	20.546	149,266.68
LEMONT	.059	428.64
ROMEDEVILLE	.022	159.83
WOODRIDGE	<u>.684</u>	<u>4,969.26</u>
	100%	\$726,500.00

MEMORANDUM

To: Northern Will County Water Agency
From: Daniel R. Formeller; James S. Boan
Date: February 5, 2014
Re: Estimated Budget For Legal and Consultant Fees – May 2014 through April 2015

We estimate the following budget of anticipated legal and consultant fees for each month from May 2014 through April 2015:

Estimated Monthly Budget for Legal and Consultant Fees

Month Services Rendered	Estimated Legal Fees for Litigation Services	Legal Retainer Fee for General Counsel Services	Vendor Litigation Costs	Estimated Consultant Fees	Misc.	Total Estimate
May 2014	\$35,000	\$1,500	\$1,000	\$2,500	\$400	\$40,400
June 2014	\$40,000	\$1,500	\$500	\$2,500	\$400	\$44,900
July 2014	\$40,000	\$1,500	\$500	\$2,500	\$400	\$44,900
August 2014	\$45,000	\$1,500	\$3,000	\$5,000	\$400	\$54,900
September 2014	\$45,000	\$1,500	\$3,000	\$5,000	\$500	\$55,000
October 2014	\$45,000	\$1,500	\$3,000	\$40,000	\$500	\$90,000
November 2014	\$40,000	\$1,500	\$10,000	\$40,000	\$400	\$91,900
December 2014	\$40,000	\$1,500	\$1,500	\$45,000	\$400	\$88,400
January 2015	\$40,000	\$1,500	\$250	\$30,000	\$400	\$72,150
February 2015	\$40,000	\$1,500	\$250	\$7,500	\$400	\$49,650
March 2015	\$40,000	\$1,500	\$250	\$5,000	\$400	\$47,150
April 2015	\$40,000	\$1,500	\$250	\$5,000	\$400	\$47,150
TOTAL	\$490,000	\$18,000	\$23,500	\$190,000	\$5000	\$726,500

Please note that the above estimate is subject to change as the lawsuit progresses and additional information becomes available. The timing of the budgeted expenditures is dependent upon the pace of scheduled discovery. Should you have any questions, please do not hesitate to contact us.

#601049

Northern Will County Water Agency

Order of Meeting Places

2014

	<u>Community</u>	<u>Date</u>
1.	Lemont	March 10 th
2.	Homer Glen	June 9 th
3.	Romeoville	September 8 th
4.	Woodridge	December 8 th