

STATE OF ILLINOIS
BEFORE THE BOARD OF DIRECTORS
JO-CARROLL DEPOT LRA

Resolution No. 5

A Resolution of the Board of Directors of the Jo-Carroll Depot Local Redevelopment Authority to establish a policy governing the provision of water service.

WHEREAS, the LRA will provide certain water services in accordance with its base re-use plan and its Master Lease with the Department of the Army; and

WHEREAS, Board of Directors finds the terms provided in the document entitled "Water Policy for the Jo-Carroll Depot LRA December 2001" should be the terms upon which the LRA provides such services;

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE JO-CARROLL DEPOT LOCAL REDEVELOPMENT AUTHORITY:

Section 1. The "Water Policy for the Jo-Carroll Depot LRA December 2001," a copy of which is attached hereto and incorporated herein by reference, is approved as the policy of the LRA for the provision of such services until such time as the Department of the Army transfers to the LRA complete ownership and operation of the water system.

Section 2. This resolution shall be effective immediately.

Ayes:

Bill McFadden, Paul Hartman, Judy Gray, Roland Vignust, Carl Luntan, Don Crawford, Steve Keefe, Kevin Vandendoren

Nays: 0

Absent: None

Passed this 2nd day of January, A.D. 2002 by the Board of Directors of the Jo-Carroll Depot Local Redevelopment Authority.

Chairman

William S. McFadden

State of Illinois)
) ss.)
County of Carroll)

I, Mara Sutton, Secretary of the Jo-Carroll Depot Local Redevelopment Authority, keeper of the records and files thereof in accordance with law, do hereby certify the foregoing Resolution was passed by the Board of Directors at its regular meeting held at Savanna, Illinois on the date aforesaid in accordance with law.
In testimony whereof, I have hereunto set my hand at Savanna, Illinois this 2nd day of January A.D. 2002.

Mara Sutton
Secretary

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1. APPLICATION FOR SERVICE; SERVICE FEE: Application for water service connections shall be made

COPY

adopt Robert's Rules of Order to govern the Board and set requirements for board action as shown in the packets was made by Ed Olds, seconded by Ron Smith. The motion carried by voice vote.
A motion to approve the changes in the bylaws that would permit the chairman to vote, adopt Robert's Rules of Order to govern the Board and set requirements for board action as shown in the packets with the strikethroughs removed from "In the absence of the Chairman or in the event of the Chairman's inability to act, the Vice Chairman shall assume the duties of the Chairman," was made by Ed Olds, seconded by Bill Wright. The motion carried by voice vote. *This is the first reading of the change to the bylaws.*

b. Employee Evaluations
A motion to increase the wages of Diane Kominsky and Mara Sutton by 3.5% and Dawn Hall by 10% effective Jan. 1, 2009 was made by Ed Olds, seconded by Bill Sparboe. The motion carried by voice vote.

INFRASTRUCTURE

Mr. Smith updated the board:
a. RVRK Use Agreement for Room in Building 1
A motion to grant a use agreement permitting Riverport Railroad to use the three rooms on the second floor of Building 1 formerly occupied by Jack Koster, Tom Kamper, and Karen Cliff as shown on the photos attached to the draft use agreement was made by Ron Smith, seconded by Ed Olds. The motion carried by voice vote.

b. 2009 Water, Sewer rates
A motion to change the water and sewer rates effective with usage beginning Jan. 1, 2009 to:

Water-
A. \$25.00 for the first 10,000 gallons used during the quarter
B. \$1.95 per additional thousand gallons used during the quarter
C. For all water customers, a base fee of \$45 per quarter

Sewer-
A. \$25.00 for the first 10,000 gallons used during the quarter
B. \$1.95 per additional thousand gallons used during the quarter
C. For all water customers, a base fee of \$45 per quarter
was made by Ron Smith, seconded by Don Crawford. The motion carried by voice vote.

A motion to change the disconnect fee from \$25 to "the current hourly rate of the water and sewer operator" (The operator estimates his time at 1 hour to complete a disconnection. In 2008-2009, he is paid \$36 per hour.) was made by Ron Smith, seconded by Ed Olds. The motion carried by voice vote.



The service fee will be bill thru the LRA.

2. WATER SERVICE ACCOUNTS: Water service accounts shall be in the name of the leaseholder of the property serviced and only such leaseholder shall be recognized as the consumer, except as noted hereinafter. The leaseholder of the respective premises serviced shall be held responsible for the payment of all water rental and all other proper charges in connection with the water services to said respective premises, but such payments will be accepted from the sub-tenant or sub-tenants of said respective premises if rendered by them, but the acceptance of such payments from said sub-tenant, shall not relieve the leaseholder from the responsibility of and for the payment of water rentals or other service charges not paid when due.

Water service accounts may be established in the name of a sub-tenant other than the leaseholder only after the leaseholder has been advised of his responsibility for payment and only after the leaseholder has affixed his signature on an affidavit form supplied by the LRA.

3. TURNING ON; SERVICE CALLS: No water from the Eagles Landing Development water supply system shall be turned on for service into any premises by any person other than the Water Department or some person authorized by them to perform this service.

No water shall be turned on for service in premises in which the plumbing does not comply with the provisions of this Code and the current Illinois Plumbing Code.

The charge for turn-on services and other service calls shall be as listed.

Any person who shall turn on the supply of water to any premises from which the supply of water has been turned off by the Water Department due to nonpayment of water service charges or for any other reason without receiving written permission or authority to do so from the Water Department shall be subject to a penalty.

Plumbers will be allowed to turn on the water temporarily to test their work, upon verbal approval from the Water Department.

4. TERMINATION OF WATER SERVICE: Whenever a premise is to be vacated, or closed for any period of time, application shall be made to the LRA/Water Department in writing on forms supplied by the LRA/Water Department to have the water supply shut off or discontinued. The Water Department will then shut off the water, read and remove the meter. The water customer will then be billed based on the meter reading.

Whenever a unit is to be vacated in a residential multi-family account, application shall be made in writing to the LRA/Water Department, on forms supplied by the LRA/Water Department, and shall be conditioned as follows:

A. The multi-family dwelling is served by only one water meter.

B. The lease holder of said premises shall on an affidavit supplied by the Water Department agree to notify the Water Department whenever the unit is occupied.

C. The lease holder shall also agree, on said affidavit, that the Water Department shall have the right to

5. WATER SERVICE LINES:

retroactively charge said property lease holder for said unit for water usage from and after a date as established by the LRA if said unit is found as being used for dwelling purposes and not reported. No refund or discount on water rentals shall be made in the case of a premise having been vacated or no water used, unless service has been terminated upon written request by the lease holder or customer. A minimum charge shall be made where water service was not shut off.

A. Connection with Water Main; New Service: Only the Water Department will make the necessary service connection to the water main. The lease holder or authorized agent shall file with the LRA an application for a water service tap. The lease holder will be billed for this service.

B. Pipes, Fittings and Valves: The lease holder shall be responsible for installing the service pipe from the water main into the premises.

The lease holder shall be responsible for installing a curb stop valve and a curb box in the service pipe. The curb stop valve and curb box shall be located as near as possible to the street right of way. Whenever possible, the curb stop valve and curb box shall be located approximately six feet (6') from the property line. The type of curb stop valve and curb stop box shall be approved by the Water Department or may be purchased from the Water Department.

The lease holder may request the Water Department to install the service line from the water main to the curb box by written application on a form supplied by the Water Department. The lease holder shall be billed for the work performed.

All water service pipes, fittings and valves shall be constructed and installed in accordance with the current Illinois Plumbing Code.

C. Replacing and Repairing Water Services: When a leak or break occurs on a water service anywhere between the water main and the premise, the property lease holder is responsible for repair or replacement from the curb box to the premises at his expense. The Water Department will repair or replace any faulty water service line on Eagles Landing Development right of way between the water main and curb stop and box. The property lease holder will be given thirty (30) days to pay the LRA. Any time the party fails to make payment, the water service will be discontinued until the bill is paid in full, plus a turn-on fee.

Whenever the Water Department temporarily repairs a water service line between the water main and the curb stop valve and curb box, no charges shall be submitted to the property lease holder.

D. The Water Department/LRA shall notify the property lease holder or customer of any water leak in the water service line between the curb box and the water meter and shall give the property lease holder or customer written notice to repair the water leak within fifteen (15) days. If the water leak is not repaired within the allotted time, the Water Department shall bill the property lease holder for water wasted at the rate of thirty six thousand (36,000) gallons per day (amount of water that will flow through a one-eighth inch [1/8"] hole at forty [40] pounds of pressure) from the date of the notice to repair the water leak. The water wasted shall be paid for at the regular water rates then in effect.

LANDING FIRE PROTECTION SYSTEMS: The lessee shall be responsible for installation, repairs, and maintenance on all Fire Protection Systems from the water main to the premises. Fire protection systems, but are not limited to, piping, valves, fittings and sprinkler heads.

7. WATER MAIN EXTENSIONS: It is hereby established that it is the policy of the LRA that all water mains proposed to be extended shall be brought to the LRA for approval.

8. PROTECTION OF WATER DEPARTMENT PROPERTY: All meters, piping, gauges and other appliances and equipment furnished by and at the expense of the Water Department which may be in the customer's premises shall be and remain in the property of the Water Department. The customer shall protect and be responsible for such property in the case of loss or damage and only authorized agents of the Water Department will be permitted to remove or repair such property. The lease holder shall maintain or cause to maintain free access to all Water Department properties. The lease holder or tenant shall not store or construct any obstacles which will interfere with the reading, repairing or removal of the water meter. The lease holder shall keep his curb stop and box free from obstructions so that the water can be turned on or off whenever necessary without delay.

9. ACCESS TO PREMISES: Authorized agents of the Water Department shall, at all responsible hours, have access to the premises for the purpose of inspecting the customer's installation and of reading, repairing, testing or removing the water meter or other Water Department property.

The authorized agent shall have free access, at any reasonable hour, to any premises supplied with Eagles Landing water for the purpose of making an inspection of the entire supply system upon the premises or reading or repairing the water meter or other Water Department property.

10. INTERRUPTION OF SERVICE: When it is necessary for the Water Department to interrupt the water service for the purpose of repairing or extending the mains, it will endeavor to give notice of interruption. In case of a break in the main or pumping equipment requiring an immediate shut down or interruption of service, the Water Department cannot give notice to its customers and therefore, all boilers or tanks on customers' premises that are connected directly with the service pipe should be provided with check valves to prevent any damage in case the water is suddenly shut off.

The Water Department shall not in any manner be liable for any damage caused by any increase or decrease in pressure or by the shutting off of the supply of water of any customer while the system, or any part thereof, is undergoing repairs, or caused by the freezing of the main or the breaking of any pipe or service cock, or by a shortage of water due to accident or circumstances over which the Water Department has no control.

Only persons authorized by the Water Department shall turn off or on any water main valves or curb stops.

11. NOTICE TO PLUMBERS AND EXCAVATORS AND "JULIE" PROCEDURES: All plumbers and contractors shall contact the Water Department prior to performing any excavating work within the street right of way. The Water Department representative will mark the approximate location of any underground water main or service pipe and the plumber or contractor shall take every precaution to prevent damage to the water main or service.

It is the tenant's responsibility to contact the LRA when a water leak is detected or you have a request to do any type of excavating.

The LRA will contact the City of Savannah to determine if the problem belongs to the caretaker or the tenant. The City of Savannah will at that time also notify the Army to request excavating or instruct the tenant to do so if the City will not be involved.

The City of Savannah will contact JULIE to coordinate cable locates if the City is involved in the project. Otherwise it will be the tenant's responsibility to do so.

12. FROZEN WATER POLICY: The following represents basic regulations related to frozen water services. It is emphasized that only freezing water problems located underground shall be considered. Freezing water problems within the basement or dwelling shall not be considered.

A. The customer shall protect the water meter from freezing when located in the basement and in the event of accidental or willful damage to the meter caused by freezing. The customer shall notify the Water Department, which will make the necessary repairs to the meter and charge the customer for the labor and material costs. Water meters located in yard pits shall be protected by the Water Department.

B. To qualify, the customer must notify the Water Department in writing prior to running water to prevent freezing. A meter reading shall also be presented at this time. Prior authority must be obtained from the Water Department before any water is left running to prevent freezing. Normally the frost penetration is not of sufficient depth to warrant running water to prevent freezing until after December 1.

C. Qualified customers shall be billed for fifty percent (50%) of the water used in excess of the customer's average water usage, in addition to the regular rates established.

D. In the event the water service freezes, the customer shall pay all costs relating to thawing frozen water services or lines. When the water service cannot be thawed, the customer shall notify the Water Department and the bill shall be prorated. The customer shall also notify the Water Department whenever the water thaws.

SCHEDULES

SCHEDULE 1: COMMERCIAL USE ACCOUNTS

Rate: The rate is currently set by the US Army and will continue to be until which time the Water System is completely turned over from the Army to the LRA.

SCHEDULE 2: TIMEFRAMES

All Service requests shall be made to the LRA office with a 2 day lead time if possible. Emergency requests will be handled on a case by case basis with additional charges if personnel are not on the development and must be called in.

SCHEDULE 3: MISCELLANEOUS CHARGES AND FEES

Service Fees: Applicant shall pay a \$25.00 fee when service is applied for to be billed thru the LRA.

B. Meter Repair Fee: Applicant shall pay for the actual cost of equipment, material, labor and compensations and a 20% overhead on cost of material and equipment for other than ordinary repairs.

C. Temporary Usage Fee: Applicant shall pay a fifty dollar (\$50.00) usage fee that will cover up to 50,000 gallons or a 30 day usage at which time a new usage fee must be applied for.

D. Temporary Shut-Off Fee: Service fees shall be twenty five dollars (\$25.00) for a temporary shut-off period of no more than one hour and shall be bill thru the LRA.

E. Water Line Location Fee: Water Line Location must be called into JULIE and all applicable charges will apply.

SCHEDULE 4: SERVICE FEES -AFTER REGULAR WORKING HOURS

Service work performed after the regular working hours of the service personnel shall be billed at one and one-half (1-1/2) times the regular rate for service work.

SCHEDULE 5: SERVICE CONNECTION TO THE WATER MAIN

The property lease holder shall pay the actual cost of equipment, material, labor and compensations and a twenty percent (20%) overhead on equipment and materials for the connection to the water main. The property lease holder shall be given thirty (30) days to pay. Failure to make payment will result in discontinuing the service without further notice, until the charges are paid in full. A service fee in the amount of twenty five dollars (\$25.00) shall be required thereafter to restore the service.

SCHEDULE 6: REPLACING OR REPAIRING WATER SERVICE

A. Charges for replacing or repairing water services from the water main to the curb stop valve shall be at the expense of the Water Department.

B. The leaseholder shall pay the actual costs of equipment, materials, labor and compensations and a twenty percent (20%) overhead on equipment and materials for replacing or repairing the water service from the curb stop valve to the premises, whenever the Water Department performs the work. All costs relating to maintaining the water service from the curb stop valve to the premises shall be at the expense of the leaseholder.

Jo-Carroll Depot

Local Redevelopment Authority

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December 7, 2001

Subject: Procedure for Water Line Breaks or Excavating Requests

It is the tenant's responsibility to contact the LRA when a water leak is detected or you have a request to do any type of excavating.

The LRA will contact the City of Savanna to determine if the problem belongs to the caretaker or the tenant. The City of Savanna will at that time also notify the Army to request excavating or instruct the tenant to do so if the City will not be involved.

The City of Savanna will contact JUILE to coordinate cable locates if the City is involved in the project. Otherwise it will be the tenant's responsibility to do so.

If you have any questions on this matter, please contact the LRA office.

Jo Carey
Jo-Carroll LRA Property Manager

Mara Sutton

From: "Jo Carey" <ira@internethi.com>
"Riverpoint Properties" <riverpoint@internethi.com>; <riverport@internethi.com>; "Robin Spangler" <rspanglr@stickle.com>; "Rick Stickle" <rstickle@stickle.com>; "Dave Lensing" <densing@stickle.com>; <purchbry@gallatnriver.net>
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Sent: Friday, December 07, 2001 4:56 PM
Attach: JULIE REQUEST.doc
Subject: Procedure for Water Line Breaks and Excavating Requests

FYI