

**AGENDA**  
**VILLAGE OF ROUND LAKE**  
**COMMITTEE OF THE WHOLE MEETING**  
**May 19, 2014**  
**442 N. Cedar Lake Road**  
**To Follow the Regular Board Meeting**  
**The Regular Board Meeting is 7:00 P.M.**

**CALL TO ORDER**

**1. ROLL CALL**

**2. APPROVAL OF MINUTES**

**2.1 Approve the Minutes of the Committee of the Whole Meeting of May 5, 2014**

**3. PUBLIC COMMENT**

**4. COMMITTEE OF THE WHOLE**

- **Community Development**
  - **Route 53 Information**
- **Human Resources and Finance**
- **Public Works, Facilities and Capital Assets, and Engineering**
  - **Final Equipment Purchase for F550 Truck**
  - **Reorganization of Public Works – New Street Foreman Position**
- **Special Events**
- **Building and Zoning**
- **Police**
- **Administration**
  - **Approve the Revised Round Lake Management Commission Agreement**
  - **Approve Contract of Village Planner**

**5. SUGGESTED NEW TOPICS**

**6. EXECUTIVE SESSION**

**7. ADJOURN**

MINUTES  
VILLAGE OF ROUND LAKE  
COMMITTEE OF THE WHOLE MEETING  
May 5, 2014  
442 N. Cedar Lake Road  
To Follow the Regular Board Meeting  
The Regular Board Meeting is 7:00 P.M.

## CALL TO ORDER

THE COMMITTEE OF THE WHOLE MEETING OF THE VILLAGE OF ROUND LAKE WAS CALLED TO ORDER BY DAN MACGILLIS, VILLAGE PRESIDENT AT 7:20 P.M

### 1. ROLL CALL

Present: Trustees Clements, Frye, Simoncelli, Triphahn, Wicinski

Absent: Trustee Newby

### 2. APPROVAL OF MINUTES

#### 2.1 Approve the Minutes of the Committee of the Whole Meeting of April 21, 2014

Trustee Clements moved, Seconded by Trustee Simoncelli to approve the Minutes of the Committee of the Whole Meeting of April 21, 2014. Upon a unanimous voice vote; the Mayor declared the motion carried

### 3. PUBLIC COMMENT

None

### 4. COMMITTEE OF THE WHOLE

- Community Development

- Trustee Frye mentioned he will reach out to the Chamber of Commerce to obtain the contact information on the presenter who spoke at one of their recent events on the subject; he stated he would also reach out to a Mayor who currently has the program in place already for suggestions from them.

- Human Resources and Finance

- 2014 Audit Engagement Letter

Finance Director Steve Shields stated the engagement letter essentially confirms the auditors understanding of the services they will provide to the village and by signing the letter the village sets forth our understanding. Staff has reviewed the engagement letter and it accurately summarizes our understanding of the terms of the audit engagement

The Mayor and the Board agreed to move forward with this

- 2015 Fiscal Year End Salary Ordinance

Finance Director Steve Shields stated that in conjunction with a resolution previously passed representing the guidelines for employee compensation an annual ordinance should be prepared to reflect a compensation pay plan for employees. He went on to say that included in the 2014/15 budget is a 2.2% cost of living increase (COLA) and

a 3.5% step increase for non-union employees. The number of employees impacted includes 18 full time and 1 permanent part time. Of the 18 FT employees, 9 employees (50%) are at the highest step (capped) and will only receive the 2.2% COLA. He mentioned that a PT General Clerk had been moved to a FT position at a different grade and step as well as the FD position moved as well to a different grade and step to be in line with other Department Heads. The board agreed and thanked FD Shields that it was well deserved and long over due

The Mayor and the Board agreed to move forward with this

- Public Works, Facilities and Capital Assets, and Engineering

- 2014-2015 CDBG/MFT/Water/Sewer Lakewood Terrace Water Main & Road Improvements – Final Phase

Public Works Director Ron Kroop stated this is for the Engineering Services for Phase 3 of the Lakewood Terrace Water main and Road improvements project, with a start date this summer and completion by late fall. The project will benefit from an \$85,000 CDBG grant from Lake County.

The Mayor and the Board agreed to move forward with this

- Valley Lakes Subdivision Rehabilitation of Selected Roads

PWD Ron Kroop stated that in the Valley Lakes North and South Subdivisions, there are roads that have distress and need to remove pavement and resurface in order to save the road. The Mayor asked if the deterioration of the road had been due to the construction or could it be the garbage trucks. PWD Kroop stated that the strength of the road was not there and overtime it deteriorated. Village standard for the roads were upgraded several years ago from 1 ½ - 3" to 4" of asphalt. It was asked if any other engineering companies had been approached to bid on this project besides Baxter & Woodman. It was mentioned that B&W is familiar with the area and the amount is quite small, to send it out to bid would be more costly. Kurt Baumann stated that he understands the Villages concerns about cost and he mentioned that B&W had put together a pavement management report, in 2007/2008, and they are looking for a copy of the report so the Village could go out to bid on another such report, this will help the Village maximize their dollars on where to spend money on road improvements before it's too late

The Mayor and the Board agreed to move forward with this

- Cured In Place Pipe Liner (CIPP) for 18" Sanitary Sewer Interceptor

PWD Ron Kroop discussed the bid package for the design engineering services for the CIPP for 18" sanitary sewer interceptor in Cedar Lake Road. Portions of the sewer have recently been rodded, to control root intrusion, and televised. Lining of the sewer will halt further root intrusion. Trustee Clements asked if the item had been budgeted since it hadn't been noted on the AIS, Finance Director Steve Shields confirmed that it had.

The Mayor and the Board agreed to move forward with this

- Sanitary Sewer Lift Station Upgrades  
PWD Ron Kroop that this is an in-house initiative for upgrades to three sanitary sewer lift stations to provide improve operational control, information access, warnings (SCADA) safe access to the controls and physical appearance. The three lift stations are: Lakewood Terrace, Nippersink and Cambridge Court. The wok will be accomplished in-house with the exception for fence installation. The board questioned the amount of the expenditures stating one lift station cost list had been received, Lakewood Terrace's. In addition, there were no bids listed for the fence costs, only estimates. The board requested a breakdown of the three lift station items and soft numbers from the fence company and have this come back to the COTW for further discussion.
- Purchase of Lifting Forks  
PWD Ron Kroop stated that the "home made" lifting forks that were made over 10 years ago have recently failed due to corrosion, fatigue and questionable design. Due to the manufacturing specifics of the item only one bid was obtained. To cover the cost of the item since it was not in the FY 14/15 Budget, PWD Kroop stated that he will defer the purchase of a western plow in order to make the purchase.

The Mayor and the Board agreed to move forward with this

- Special Events
  - It was mentioned that the meeting dates are now on the same days as our board meetings and start at 6 pm.
- Building and Zoning
  - HP Designjet T1100 Scanner Maintenance/Repairs  
The HP scanner is in need of its first round of maintenance. The scanner cannot be used for scanning and large document coping until the required maintenance is done.

The Mayor and the Board agreed to move forward with this

- Police
- Administration
  - Beautification Committee  
The Mayor mentioned that there had been a fund started from a donation from Ed Kohlmeyer on behalf of his wife Patty when she passed, to be used for the beautification of Round Lake. The funds have been sitting idle for many years and felt it was time to utilize the funds as they were intended. Since the fund was started by Mr. Kohlmeyer he reached out to the Kohlmeyer family and his daughter-in-law, Danette if she would like to head up this committee and be the chair person, Danette agreed and reached out to the Mayor's wife Ann Marie, to join her as a volunteer. The Mayor also mentioned a third person had volunteered to be on the committee. The Mayor stated we will give them control of what they would want to do, there is a budgeted amount of \$5000.00 and he is asking the board to approve that \$5000.00 amount, it doesn't mean they will spend all of it. They will have their meetings, discuss projects that they would like to do, which they will bring to the board for information. They will keep records of all of their invoices and on file of what they are doing and what they are spending. It was mentioned that it's such a modest amount, if it's going to make us, the Village, look more attractive, since we are looking to attract more businesses let's move forward with it. The Mayor mentioned

if the board knows of anyone who is interested in joining that committee to please let us know.

The Mayor and the Board agreed to move forward with this

5. SUGGESTED NEW TOPICS

6. EXECUTIVE SESSION

None

7. ADJOURN

Motion by Trustee Triphahn, Seconded by Trustee Clements to adjourn the Committee of the Whole meeting at 8:24 P.M. Upon a unanimous voice vote, the Mayor declared the motion carried.

APPROVED:

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Patricia C. Blauvelt  
Village Clerk

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Daniel MacGillis  
Village President



VILLAGE OF ROUND LAKE  
**AGENDA ITEM SUMMARY**

**TITLE: TRUCK 59 (2014 F-550) FUNCTIONAL SET-UP**

Item COTW

***Executive Summary:***

1. Truck 59 which is a 2014 F-550 Ford 1.5 Ton Dump Truck was purchased from Victor Ford late last FY and received a few weeks ago. NOTE: Truck 59 is the replacement for Truck 41 (2007 GMC 1 Ton) which was destroyed by fire on Dec 31, 2013. ALSO NOTE: Our Insurance Carrier paid us \$25,602.25 as the Fair Market Value of Truck 41. The purchase for Truck 59 was for the Chassis only with the intention to contract directly with a "Truck Equipment Company" to configure/outfit the Chassis to make it functional as needed. If the Board recalls, Truck 58, also a 2014 F-550 was purchased, outfitted in this same manner, and Monroe Truck Equipment Co (Monroe, WI) was the lowest Proposer at \$33,639.00 compared to \$42,385.00 for the next low proposer.
2. We are extremely pleased with the configuration/ performance of Truck 58, the quality of workmanship and the support offered by Monroe. Accordingly, we desire to have Monroe configure/outfit Truck 59 in a near identical manner as Truck 58 with the following differences:
  - A. The Same Plow except as a Straight Plow rather than a "V-Plow"
  - B. The Dump Body to have "Fold Down Sides" for ease/flexibility of loading, unloading.
  - C. A smaller under dump body toolbox.
  - D. Under coating of the chassis.
3. Configuring Truck 59 will cost \$31,852.00; Pls see the attached Quote.

***Recommended Action:***

Concur with having Monroe Truck Equipment Co configuring, outfitting Truck 59.

<b>Committee: PW/FAC/ENGR</b>		<b>Meeting Date: May 19, 2014</b>		
<b>Lead Department: Public Works</b>		<b>Presenter: Ron Kroop</b>		
Item Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA				
<p>If amount requested is over budget, a detailed explanation of what account(s) the overage will be charged to will be provided in the Executive Summary or attached detail.</p> <p><b>Note:</b> The budget-included an amount for the chassis, which was delivered and paid for in the last fiscal year.</p>	<b>Account No(s):</b>	<b>Budget:</b>	<b>Expenditures</b>	
	01-60-80-88004	\$8,850.00	\$3,758.54	
	50-60-80-88004	\$50,150.00	\$21,298.37	
	60-60-80-88004	\$16,000.00	\$6,795.09	
	Encumbured		\$0.00	
	Y-T-D Actual		\$0.00	
	<b>Total:</b>	<b>\$75,000.00</b>	<b>\$31,852.00</b>	
	<b>Request is over/under budget:</b>			
	Under		\$43,148.00	
	Over	-		



**QUOTATION**  
 1051 W. 7th Street  
 Monroe, WI 53566  
 Phone: 608-329-8139  
 Fax: 608-329-8521  
 Email: [rschmid@monroetruck.com](mailto:rschmid@monroetruck.com)  
[www.monroetruck.com](http://www.monroetruck.com)

Quote Number: 9RON000500  
 Job Order Number:  
 Quote Date: 4/30/2014  
 Quote valid until: 5/30/2014  
 Terms: NET 30  
 Salesperson: SCHWAB, JEFF  
 Quoted By: Ron Schmid

AHK  
 4-10-14  
 H

**Customer:** ROUND LAKE, VILL OF  
 (6596900)  
 442 CEDAR LAKE RD  
 ROUND LAKE, IL 60073-2852

**Contact:**  
 Phone: 847-546-5400 Fax:  
 Email:

**Dealer Code:**

**P.O. Number:**

**Accepted by:**

**Date:**

*Customer must fill out the information above before the order can be processed.*

**Chassis Information**

<b>Year:</b> 2014	<b>Make:</b> FORD	<b>Model:</b> F-550	<b>Chassis Color:</b>	<b>Cab Type:</b> REGULAR
<b>Single/Dual:</b> DRW	<b>Cab-to-Axle:</b> 60.0	<b>Wheelbase:</b> 141.0	<b>F.O. Number #:</b>	<b>Vin:</b>

**Comments:**

Monroe Truck Equipment, Inc. is pleased to offer the following quote for your review:

DESCRIPTION	AMOUNT
MTEZ DUMP BODY	
- 50,000 PSI YIELD HIGH-STRENGTH STEEL CONSTRUCTION	
- HEAVY DUTY FRONT BULKHEAD WITH INTEGRAL 12" TAPERED CABSHIELD AND TAPERED LASER CUT WINDOW	
- INTERNAL DIRT SHEDDING TOP RAILS AND TAILGATE	
- WESTERN-STYLE UNDERSTRUCTURE WITH 10 GAUGE LONGMEMBERS	
- SINGLE-LEVER RELEASE, QUICK DROP TAILGATE	
- FMVSS108 LIGHTS AND REFLECTORS WITH WEATHER-RESISTANT WIRING HARNESS	
- RUBBER REAR FLAPS	
- UNDERCOATED AND 100% DURABLE POWDER COATED FORD RED	
MTEZ 9' RIGID BODY, 3-4 YARD, 10 GA. FLOOR, 12 GA. SIDES & ENDS, 16" H SIDES, 22" H TAILGATE	
CRYSTEEL DAVID LESS HYDRAULICS HOIST	
1/2 PLATE WITH PINTLE BALL COMBO TOW HITCH	
BACKUP ALARM	
7 WAY RV STYLE TRAILER RECEPTACLE	
CLEAR L.E.D. WORK LIGHT FOR SPREADER	
(4) WHELEN LED MINI STROBES, 2 IN THE REAR CORNERPOSTS AND 2 IN THE GRILLE AREA	
WHELEN LED MINI LIGHT BAR MOUNTED ON SELF LEVELING BRACKET ON CABSHIELD	
HYDRAULICS PKG TO OPERATE HOIST AND SPREADER	
STANDARD EQUIPMENT:	
ELECTRIC VALVE ASSY	
- 13 GALLON CAPACITY FILTER HYDRAULIC RESERVOIR/ENCLOSURE WITH INTERNAL FILTER	
- FILLER/BREATHER CAP, LEVEL/TEMP SIGHT GLASS, 3/4" MAGNETIC PLUG,	
- 60 P.S.I. CONDITION INDICATOR	
- WEATHER TIGHT COVER	
- RESERVOIR	
- HYDRAULIC RESERVOIR/ENCLOSURE WILL BE MOUNTED ON FRAME RAIL	
- POWDER COATED BLACK	
- FORCE 5100EX GROUND BASED SPREADER CONTROL	
- IN DASH SWITCH TO OPERATE HOIST	
- PTO AND PUMP	
- MANIFOLD PLATE AT REAR FOR SPREADER ATTACHMENT	

**DESCRIPTION**

**AMOUNT**

MISCELLANEOUS HOSES & FITTINGS  
INSTALLED

MONROE UNDER-TAILGATE SPREADER  
STANDARD EQUIPMENT:

- GEAR BOX DRIVE
- REVERSE FLIGHTED
- 201 STAINLESS STEEL CONSTRUCTION
- 7 GA. TROUGH
- 1/4" END PLATES
- FULL OPENING TOP AND BOTTOM CLEAN-OUT DOORS
- 6" AUGER DIAMETER
- QUICK DETACH MOUNTING BRACKETS
- TAILGATE SHIELDS
- BARE STAINLESS STEEL FINISH
- INSTALLED

STAINLESS STEEL SPINNER WITH POLY DISC  
- SELF LEVELING  
- SPINNER IS SHORTENED BY 4"

L.E.D. STOP TAIL TURN LIGHTS ON REAR OF SPREADER

10' BOSS SUPER DUTY STEEL STRAIGHT BLADE SNOWPLOW

- SMARTHITCH 2
- SMARTTOUCH 2 CONTROLLER
- SMARTLIGHT 2
- SMARTSHIELD
- HIGH-PERFORMANCE HYDRAULIC PACKAGE
- ENCLOSED HYDRAULICS
- CHAINLESS HYDRAULIC CYLINDER LIFTING SYSTEM
- HEAVY-DUTY PUSH FRAME
- REINFORCED STEEL MOLDBOARD
- CAST-IRON PLOW SHOES
- INSTALLED
- TWO-YEAR LIMITED WARRANTY

RUBBER SNOW DEFLECTOR

Quote Total: \$28,998.00

**Additional Options:**

**DESCRIPTION**

UPCHARGE FOR FOLD DOWN SIDES IN LIEU OF RIGID SIDES

**AMOUNT**  
\$1,463.00

**ADD TO QUOTE**  
Yes No

STAINLESS STEEL PULL OUT LADDER

- WILL NOT WORK ON DRIVERS SIDE DUE TO OIL RESERVOIR
- WILL ONLY WORK ON PASSENGER SIDE IF TOOLBOX OPTION IS NOT CHOSEN
- INSTALLED

\$369.00

Yes No

MINIMIZER POLY FENDERS

\$1,056.00

Yes No

RC M SERIES STAINLESS STEEL TOOLBOX

- 36" X 18" X 18"
- 14 GA STAINLESS STEEL
- INSTALLED

\$697.00

Yes No

UPCHARGE FOR STAINLESS STEEL HYDRAULIC ENCLOSURE / TANK

\$311.00

Yes No

UNDERCOAT TRUCK CHASSIS

\$383.00

Yes No

**Notes:**

- ♦ Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- ♦ Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.
- ♦ State and Federal taxes will be added where applicable.

W/ SELECTED TOTAL OPTIONS \$ 31,852.00



VILLAGE OF ROUND LAKE  
**AGENDA ITEM SUMMARY**

**TITLE: CONSIDERATION OF FILLING THE STREETS FOREMAN  
 POSITION IN PUBLIC WORKS**

Item COTW

***Executive Summary:***

1. The Public Works Dept currently has: 1 Director, 1 Water/Sewer Working Foreman, 7 Maint Worker "2", 1 Administrative Assistant and a proposed upgrade of the Part Time Administrative Position to a Full Time Shared Position. Public Works has a myriad of responsibilities; centering on operating, maintaining, repairing and improving the Village's infrastructure. Please refer to the attached Fact Sheet which reflects the magnitude of infrastructure we are responsible for. Successful accomplishment of these responsibilities requires, planning, budgeting, work organizing, material acquisition, documentation, citizen interaction, etc. Additionally, Public Works is responsible for developing and delivering the Village's Capital Improvement Program.
2. As your Public Works Director for the past 2+ years; I very much enjoy the responsibilities, challenges and opportunities the position offers. However, there are some aspects of In-House Work identification, planning, organizing, scheduling that continues to be inadequately attended to such impacting our ability to get the most necessary/important work accomplished.
3. After considerable discussion with the Mayor and Village Administrator, I am recommending reestablishing the Streets Foreman position as a "Working Foreman" to help accomplish a number of responsibilities. Please refer to the attached proposed Position Description and "Functional Work Responsibilities" Spread Sheet.
4. As this position will be a member of the Bargaining Unit and is a promotion opportunity, we are obligated to post it for internal fill.

***Recommended Action:***

Concur with seeking to fill this recreated position.

**Committee: PW/FAC/ENGR**

**Meeting Date: May 19, 2014**

**Lead Department: Public Works**

**Presenter: Ron Kroop**

Item Budgeted:  Yes  No  NA

**If amount requested is over budget, a detailed explanation of what account(s) the overage will be charged to will be provided in the Executive Summary or attached detail.**

Account No(s):	Budget:	Expenditures
Total:	\$0.00	\$0.00
Request is over/under budget:		
Under	-	
Over	-	

# **PUBLIC WORKS FACT SHEET**

## **VILLAGE of ROUND LAKE**

AS OF JULY, 2012

### **STREETS:**

Total Village Center Line Miles: 55

Total Village Lane Miles: 111

Total Village Curb Miles: 86

Total Village Shoulder Miles: 110

Total Sidewalk Miles: 75

Total State Hwy Center Line Miles within Village: 6.0

Total State Hwy Lane Miles within Village: 13.0

Total County Road Center Line Miles within Village: 9.3

Total County Road Lane Miles within Village: 20.0

Total Township Center Line Miles within/abutting Village: 3.6

Total Township Lane Miles within/abutting Village: 7.2

Number of Traffic Signals:

- A. Village Responsibility: None
- B. Shared Responsibility (Cost): 6

Number of Signs the Village is Responsible For: 1500

Street Lights:

- A. Total in Village: 1340
- B. Village Maintained: 1079
- C. ComEd Maintained: 261

**STORM WATER:**

Length of Storm Sewers: 264,000 Lineal Feet

Range of Sizes: 3" – 48"

Number of Catch Basins/Inlets: 1600

Length of Open Ditches: 26 Miles

Total Number of Detention Basins: 70

Number of Detention Basins Maintained by Village: 1

**WATER SYSTEM:**

Number of Reservoirs: 4

Sizes of each Reservoir: 2.5 Mil Gal; 0.5 Mil Gal; 0.75 Mil Gal; 0.75 Mil Gal

Pump Station Locations: Village Hall, Nippersink

Total Miles of Water Mains: 72.6 (383,328 Lineal Feet)

A. Size Range: 4" – 24"

B. Pipe Materials: Ductile Iron, Cast Iron, Plastic (PVC) & Asbestos Cement Pipe

C. Number of Fire Hydrants: 1081

D. Number of Main Line Valves: 881

Number of Back-Up Wells: 2

Number of Services: 5132

**SANITARY SEWER SYSTEM:**

Total Miles of Collection Lines: 60 Miles (316,800 Lineal Feet)

Number of Lift Stations: 13

A. Number with Back-Up Power: 3

B. Number Pumps: 29

Number of Manholes: 1100

**LANDSCAPE:**

Number of Sites Maintained: 50

Number of Acres: 142

Number of Acres Mowed: 60

Number of Trees in Village ROW: 3529

Number of Parkway Trees: 2717

**BUILDINGS:**

Number of Occupied Village Owned Facilities: 2

Village Hall Square Footage:

Pub Works/Police Square Footage:

**VILLAGE VEHICLES:**

Police Vehicles: 21

Building Dept: 2

Public Works(Total): 25

- A. Large Dump Trucks: 4
- B. 1 Ton Dump Trucks: 6
- C. Pickups: 7
- D. Other: 8

## **JOB DESCRIPTION**

**Title of position:** Streets Foreman

**Date:** May, 2014

**Approximate number of employees in classification or with same title:** 1 F.T.E.<sup>1</sup>

**PAR Group Pay Grade:**

**Location:** Public Works Facility

**Division/Dept:** Public Works

**Reports to:** Director of Public Works

### **PURPOSE OF POSITION**

The position involves supervision and administration to properly operate maintain and repair of the Village Streets and associated infrastructure. Duties include work identification, work planning/organizing, material acquisition, directing the work of maintenance employees, instructing them in the more difficult phases of the work, and personally performing skilled and unskilled work as may be required. Assignments are ordinarily self-directed but may be received in the form of work orders or complaints. The incumbent is responsible for determining work methods and procedures while arranging priorities.

Work is performed under the managerial direction of the Director of Public Works.

### **FUNDAMENTAL JOB DUTIES AND RESPONSIBILITIES:**

#### **A. ESSENTIAL FUNCTIONS:**

Job responsibilities of the Streets Foreman includes, but are not limited to the following:

1. Assist in the planning, organizing, and directing of the installation, maintenance, and repair of Village infrastructure and equipment.
2. Answers citizen complaints, to rectify complaints and perform follow up checks.
3. Oversee the safety of assigned personnel by providing training and instruction in proper safety procedures in conformance with Federal, State, and Village safety standards.
4. Supervise the reconstruction, cleaning, and maintenance of streets, alleys, sidewalks, drainage systems, trees/vegetation and right of ways.
5. Assist the Director of Public Works in the annual preparation of the budget for the Street System needs; administer and monitor use of budgeted funds.
6. Assist Director of Public Works in preparing bid specifications for equipment, materials, and various contracts.

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<sup>1</sup> *Full-time Equivalent*

7. Supervises and participates in snow removal/ ice control planning and operations.
8. When designated by the Director, serve as Acting Director of Public Works in his/her absence due to vacation, sickness, or various other reasons.
9. Supervises the maintenance and repair of all vehicles and equipment.

### **QUALIFICATIONS NEEDED**

Considerable working knowledge of the practices, methods, and equipment of public works and utilities maintenance operations, including knowledge of the operation and use of a variety of construction and maintenance equipment.

Demonstrated knowledge of means and methods for pavement maintenance/repair to include concrete curbs/gutters/sidewalks.

Demonstrated knowledge of means and methods to maintain/repair storm water drainage systems.

Ability to plan and carry out work independently in accordance with general instructions or schedules.

Ability to effectively communicate verbally and in writing to other employees, supervisors, and the public.

### **GENERAL QUALIFICATIONS**

High school diploma or equivalent supplemented by at least one (1) year of additional schooling or certification related to public works construction technology or related field. Six (6) years experience in public works construction and maintenance. Must possess a valid Illinois CDL driver's license. Must be able to meet attendance requirements during published normal work hours and during twenty-four (24) hour emergency call out requirements.

### **EQUIPMENT USED TO PERFORM ESSENTIAL FUNCTIONS**

Motorized vehicles and equipment of varying size, hand held gas power tools, combination back hoe/loader, rubber tired skid loader, various hand tools and implements, two (2) way radios and other telecommunications equipment.

### **PHYSICAL DEMANDS OF THE ESSENTIAL FUNCTIONS**

While performing the duties of this job, the employee is required to use hands and fingers to handle equipment. The employee faces possible exposure to occupational hazards when performing on-site visits. The employee may occasionally lift and/or move up to seventy-five (75) pounds with or without assistance. Moderate physical demands are required.

**WORKING CONDITIONS WHILE PERFORMING ESSENTIAL FUNCTIONS**

The physical and environmental demands described here are representative of those that must be met by an employee to successfully perform the essential functions and responsibilities associated with this position.

The employee is required to work in a variety of environmental conditions, such as inclement weather, while performing on-site visits. Work is performed in an office environment and in a moderately loud field work environment.

Additional information/comments:

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\_\_\_\_\_  
**Mayor or Village Administrator**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Director of Public Works**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Streets Foreman**

\_\_\_\_\_  
**Date**

**ROUND LAKE PUBLIC WORKS**  
**FUNCTIONAL WORK RESPONSIBILITIES**

**PUBLIC WORKS DIRECTOR RESPONSIBILITIES**

Lead Department	Represent Public Works	Get, Manage Budget	Capital Improvement Program (Identification, design, delivery)	Skill Development	Interact with other Department's Agencies, Citizens, Elected Officials
Training	Problem Solve	Supervise all Employees	Work Approval (Schedule, Quality/Completeness)		

**FUNCTIONAL RESPONSIBILITIES**

	ADMINISTRATION	ELECTRICAL	SPECIAL EVENTS/PROJECTS	STREETS
Water Supply	Citizen Interface Bill Pay	Street Lights Lift Stations (Electric/Pump Controls)	Represent PW Involvement in Planning	Pavement M & R Drainage M & R
Water Distribution Sanitary/Sewage Conveyance				
	Record Keeping Documentation/ Organizing		Delivery	Street Signs
			Tree Replacement Program	Tree Trimming/Vegetation Concrete (S/W, C/G) Vehicle Equipment M & R Winter Ops



VILLAGE OF ROUND LAKE  
**AGENDA ITEM SUMMARY**

**TITLE: ROUND LAKE MANAGEMENT COMMISSION  
 INTERGOVERNMENTAL AGREEMENT**

Agenda Item No.

*Executive Summary:*

The Commission is adding Round Lake Park District to the Board of Directors. They say the Park District has been involved in the funding, volunteering and education of our Lake System, so they feel it's time for them to have a seat on the Board.

*Recommended Action:*

Approve

<b>Committee: Administrative</b>	<b>Meeting Date: May 19<sup>th</sup>, 2014</b>																																							
<b>Lead Department: Administrative</b>																																								
<b>Presenter: Russell S. Kraly</b>																																								
<p>Item Budgeted: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If amount requested is over budget, a detailed explanation of what account(s) the overage will be charged to will be provided in the Executive Summary or attached detail.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 33%;">Account No(s):</th> <th style="width: 33%;">Budget:</th> <th style="width: 33%;">Actual Request:</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr> <td style="text-align: right;">Total:</td> <td style="text-align: right;">\$0.00</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td colspan="3">Request is over/under budget:</td> </tr> <tr> <td style="text-align: right;">Under</td> <td style="text-align: right;">-</td> <td> </td> </tr> <tr> <td style="text-align: right;">Over</td> <td style="text-align: right;">-</td> <td> </td> </tr> </tbody> </table>	Account No(s):	Budget:	Actual Request:																									Total:	\$0.00	\$0.00	Request is over/under budget:			Under	-		Over	-	
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## ROUND LAKE MANAGEMENT COMMISSION

MISSION – To Provide a Safe, Clean and Pleasant Lake for the Enjoyment of all  
Area Residents

May 4, 2014

Village Administrator Russell Kraly  
Village of Round Lake, IL

Re: Recommendation to Revise the Round Lake Management Commission Intergovernmental  
Agreement (IGA) to add the Round Lake Area Park District to the Commission

Dear Village Administrator Kraly:

Thank you for your time a few weeks back to review the proposed revisions to the current  
Round Lake Management Commission IGA to add the Round Lake Area Park District as a  
Commission member. Please find attached the final revised version of the IGA, including  
suggested cover ordinance for formal consideration by the Village of Round Lake.

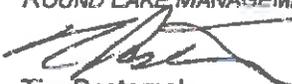
I have reviewed the proposed changes with representatives of the Villages of Round Lake Park  
and Round Lake Beach, and in parallel; I am submitting the attached for their respective formal  
consideration as well.

In addition, please note that I have reviewed the proposed changes to the IGA with the Round  
Lake Area Park District Executive Director, Robert Newport. The District has actively and  
increasingly partnered with the Commission for the past eight years through funding,  
volunteering and event/educational programming on or about the lake. This is an exceptional  
opportunity for the District and the Villages to formalize this very collaborative partnership for the  
benefit of the community and our shared natural resource treasure and namesake, the Lake.  
Mr. Newport notes that if the three Villages approve the revised IGA, he is confident the District  
Board will adopt the agreement as well.

If you have any questions or you need any assistance, please contact me at your convenience.

Sincerely,

*ROUND LAKE MANAGEMENT COMMISSION*

  
Tim Pasternak

Round Lake Beach Appointed Commissioner to the RLMC

1933 Oaktree Trail, Lake Villa, IL 60046

Office: 224-270-4194, Cell: 847-644-3976, Home: 847-548-1461

Email: [tim\\_pasternak@baxter.com](mailto:tim_pasternak@baxter.com)

cc: RLAPD Executive Director, Robert Newport

*Round Lake*  
442 N. Cedar Lake Road  
847-546-5405

*Round Lake Beach*  
1937 N. Municipal Way  
847-546-2790

*Round Lake Park*  
203 E. Lake Shore Drive  
847-546-2351

**An Ordinance Authorizing an  
Intergovernmental Agreement for  
the Purpose of Creating  
the Round Lake Management Commission**

WHEREAS, the Round Lake Area Park District (the "District") is a park district under the Illinois Constitution of 1970; and

WHEREAS, the District has park sites that abuts Round Lake (the "Lake"); and

WHEREAS, the Lake is used by patrons at their own risk; and

WHEREAS, the District has a strong interest in maintaining and preserving the environment and ensuring the safety of the Lake; and

WHEREAS, the District has determined that it is in the best interest of the District and the continued vitality of the lake as a natural resource to enter into an intergovernmental agreement with the Village of Round Lake Beach, Village of Round Lake Park and the Village of Round Lake (collectively the "Villages") as they too abut the Lake; and

WHEREAS, entering into an intergovernmental agreement with the Villages, the District will have the resources and ability to maintain and preserve the environment of the Lake and ensure safety of the Lake.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Round Lake Area Park District, Lake County, Illinois as follows:

- Section 1: The above stated recitals are incorporated herein.
- Section 2: The District hereby adopts the Intergovernmental Agreement for the purpose of creating the Round Lake Management Commission (the "Agreement"). A copy of the Agreement is attached hereto at Exhibit 1.
- Section 3: The District agrees to annually provide \$500, or such other amount as the Board may direct, to be placed in the Round Lake Management Commission fund or such other fund as is necessary under the Agreement, as required by the Agreement.
- Section 4: The Board President and Secretary are authorized to execute the Agreement and to take other actions required by the Agreement.
- Section 5: All other Ordinances in conflict with the terms of this Ordinance are hereby repealed.

Section 6: That if any portion of this Ordinance or the Agreement is found and determined to be invalid, the invalid portion shall be stricken there from and the remainder shall be in full force and effect.

Section 7: That this Ordinance shall be in full force and effect from and after its passage and approval and publication as provided by law.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

AYES:

NAYS:

ABSENT:

Approved:

---

Jennifer Blum, Board President  
Round Lake Area Park District

ATTEST:

---

Carl Hauser, Board Secretary  
Round Lake Area Park District

**An Ordinance Authorizing an  
Intergovernmental Agreement for  
the Purpose of Creating  
the Round Lake Management Commission**

WHEREAS, the Village of Round Lake Park (the "Village") is a municipality under the Illinois Constitution of 1970; and

WHEREAS, the Village has park sites that abuts Round Lake (the "Lake"); and

WHEREAS, the Lake is used by patrons at their own risk; and

WHEREAS, the Village has a strong interest in maintaining and preserving the environment and ensuring the safety of the Lake; and

WHEREAS, the Village has determined that it is in the best interest of the Village and the continued vitality of the lake as a natural resource to enter into an intergovernmental agreement with the Village of Round Lake Beach, Village of Round Lake and the Round Lake Area Park District (collectively the "Villages and District") as they too abut the Lake; and

WHEREAS, entering into an intergovernmental agreement with the Villages and District will have the resources and ability to maintain and preserve the environment of the Lake and ensure safety of the Lake.

NOW, THEREFORE, BE IT ORDAINED by the Board of Trustees of the Village of Round Lake Park, Lake County, Illinois as follows:

- Section 1: The above stated recitals are incorporated herein.
- Section 2: The Village hereby adopts the Intergovernmental Agreement for the purpose of creating the Round Lake Management Commission (the "Agreement"). A copy of the Agreement is attached hereto at Exhibit 1.
- Section 3: The Village agrees to annually provide \$500, or such other amount as the Board may direct, to be placed in the Round Lake Management Commission fund or such other fund as is necessary under the Agreement, as required by the Agreement.
- Section 4: The Mayor and Clerk are authorized to execute the Agreement and to take other actions required by the Agreement.
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Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

AYES:

NAYS:

ABSENT:

Approved:

\_\_\_\_\_  
Linda Lucassen, Village Mayor

ATTEST:

\_\_\_\_\_  
Karen Eggert, Village Clerk

**An Ordinance Authorizing an  
Intergovernmental Agreement for  
the Purpose of Creating  
the Round Lake Management Commission**

WHEREAS, the Village of Round Lake Beach (the "Village") is a home rule municipality under the Illinois Constitution of 1970; and

WHEREAS, the Village has park sites that abuts Round Lake (the "Lake"); and

WHEREAS, the Lake is used by patrons at their own risk; and

WHEREAS, the Village has a strong interest in maintaining and preserving the environment and ensuring the safety of the Lake; and

WHEREAS, the Village has determined that it is in the best interest of the Village and the continued vitality of the lake as a natural resource to enter into an intergovernmental agreement with the Village of Round Lake Park, Village of Round Lake and the Round Lake Area Park District (collectively the "Villages and District") as they too abut the Lake; and

WHEREAS, entering into an intergovernmental agreement with the Villages and District will have the resources and ability to maintain and preserve the environment of the Lake and ensure safety of the Lake.

NOW, THEREFORE, BE IT ORDAINED by the Board of Trustees of the Village of Round Lake Beach, Lake County, Illinois as follows:

- Section 1: The above stated recitals are incorporated herein.
- Section 2: The Village hereby adopts the Intergovernmental Agreement for the purpose of creating the Round Lake Management Commission (the "Agreement"). A copy of the Agreement is attached hereto at Exhibit 1.
- Section 3: The Village agrees to annually provide \$500, or such other amount as the Board may direct, to be placed in the Round Lake Management Commission fund or such other fund as is necessary under the Agreement, as required by the Agreement.
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Section 7: That this Ordinance shall be in full force and effect from and after its passage and approval and publication as provided by law.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

AYES:

NAYS:

ABSENT:

Approved:

\_\_\_\_\_  
Richard Hill, Village Mayor

ATTEST:

\_\_\_\_\_  
Margie Cleveland, Village Clerk

**An Ordinance Authorizing an  
Intergovernmental Agreement for  
the Purpose of Creating  
the Round Lake Management Commission**

WHEREAS, the Village of Round Lake (the "Village") is a municipality under the Illinois Constitution of 1970; and

WHEREAS, the Village has park sites that abuts Round Lake (the "Lake"); and

WHEREAS, the Lake is used by patrons at their own risk; and

WHEREAS, the Village has a strong interest in maintaining and preserving the environment and ensuring the safety of the Lake; and

WHEREAS, the Village has determined that it is in the best interest of the Village and the continued vitality of the lake as a natural resource to enter into an intergovernmental agreement with the Village of Round Lake Beach, Village of Round Lake Park and the Round Lake Area Park District (collectively the "Villages and District") as they too abut the Lake; and

WHEREAS, entering into an intergovernmental agreement with the Villages and District will have the resources and ability to maintain and preserve the environment of the Lake and ensure safety of the Lake.

NOW, THEREFORE, BE IT ORDAINED by the Board of Trustees of the Village of Round Lake, Lake County, Illinois as follows:

- Section 1: The above stated recitals are incorporated herein.
- Section 2: The Village hereby adopts the Intergovernmental Agreement for the purpose of creating the Round Lake Management Commission (the "Agreement"). A copy of the Agreement is attached hereto at Exhibit 1.
- Section 3: The Village agrees to annually provide \$500, or such other amount as the Board may direct, to be placed in the Round Lake Management Commission fund or such other fund as is necessary under the Agreement, as required by the Agreement.
- Section 4: The Mayor and Clerk are authorized to execute the Agreement and to take other actions required by the Agreement.
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Section 7: That this Ordinance shall be in full force and effect from and after its passage and approval and publication as provided by law.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

AYES:

NAYS:

ABSENT:

Approved:

---

Daniel A. MacGillis, Village Mayor

ATTEST:

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Patricia C. Blauvelt, Village Clerk

**EXHIBIT 1**

**(Intergovernmental Agreement)**

**Intergovernmental Agreement  
for the Purpose of Creating the  
Round Lake Management Commission**

WHEREAS, the Village of Round Lake, Village of Round Lake Beach, Village of Round Lake Park (the "Villages"), and the Round Lake Area Park District (the "District") desire to preserve and improve the environment upon Round Lake (the "Lake"); and

WHEREAS, the parties have adopted identical ordinances attached as Exhibits A, B, and C respectively ("Ordinance" or "Ordinances"); and

WHEREAS, certain Illinois State statutes exist that regulate boating activities on lakes; and

WHEREAS, the Local Land Resource Management Planning Act, 50 ILCS 80/1 et seq. grants municipalities and counties the authority to enter into intergovernmental agreements and enact ordinances to protect the water, natural resources, and environment; and

WHEREAS, the entities have determined that it is in the best interest of the Lake to create a Commission to advise the entities on Lake safety and environmental protections; and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to the Illinois Compiled Statutes and by Article VII, Section 10 of the 1970 Constitution of the State of Illinois.

NOW, THEREFORE, the parties agree as follows:

Section 1: Recitals. The foregoing recital are fully incorporated herein as substantive portions hereof.

Section 2: Ordinance. Each party agrees to keep the ordinances, identified as Exhibits A, B and C in effect for the term of this Agreement and to not amend same without the agreement of the other parties.

Section 3: Commission. The Villages and District agree to create the Round Lake Management Commission (the "Commission").

A) Purpose.

To provide a safe, clean and pleasant Lake for the enjoyment of all area residents.

1. The Commission shall act in an advisory capacity to the Villages and District, including, but not limited to, developing and recommending ordinances to be adopted by the Villages and District.
2. The Commission shall organize, fund, and operate public events throughout the Villages and District that serve to fulfill the Commission's mission to provide a safe, clean, and pleasant lake for the enjoyment of all

area residents. Examples include shoreline clean-up, environmental workshops, fishing events and boater education activities.

B) Appointments.

The Commission shall consist of a maximum of eighteen (18) appointed members at-large from the Villages and a maximum of two (2) appointed members at-large from the District.

1. Membership shall be made up of the Commission appointments made by each Village Mayor, or District's Executive Director. The Village Mayor of each village shall appoint a minimum of two (2), up to a maximum of six (6) Commission members at-large to the Commission. The District shall appoint a minimum of one (1), up to a maximum of two (2) Commission members at-large to the Commission.
2. All Village appointee members shall be residents of their respective villages. District appointee members shall be non-staff and non-board member residents within District boundaries.
3. The Commission at times may need advice, guidance or support and the Villages or District can supplement their appointees with staff or representatives of the Villages or District.

C) Compensation.

The members of the Commission shall serve without compensation.

D) Term.

Appointments of members of the Commission shall serve at the will of each Village's Mayor, or at the will of the District's Executive Director.

E) Organization.

1. Voting Commission members from each Village are limited to two (2) and the District is limited to one (1).
2. The members of the Commission shall meet annually, each December or as determined by the Commission, to determine:
  - a) Voting membership by Village and District,
  - b) Elect officers from its voting membership to the offices of chairman, secretary, and treasurer, and
  - c) To set forth a schedule of meetings for the next calendar year.
3. Offices and voting membership position shall be held for a period of one (1) year.

F) Meetings.

The Commission shall meet no less than eight (8) times per year.

1. The schedule of meeting shall be published at the Village Hall of each participating Village, the District's administrative office and the location of the meeting.

2. The meetings shall comply with all requirements of the Illinois Open Meetings Act, 5 ILCS 120, et. Seq.
3. A quorum of at least one (1) voting Commission member each from at least three (3) of the four (4) Villages and District shall be required at any meeting in order to conduct Commission business. A simple majority of the voting Commission members that are physically present is required to pass a seconded motion.

G) Funding.

The Commission shall be self-supporting in that each Village and District agrees to annually deposit \$500, or any other amount greater than \$500 approved independently by each Village's Board of Trustees or District's Board of Commissioners.

1. Funds shall be deposited into a joint account held by the Treasurer of the Village of Round Lake Park.
2. The monies in this account shall be known as the "Round Lake Management Commission Funds" and used solely for the purpose of supporting the endeavors of the Commission throughout the Villages and District.
3. The Commission is authorized to pursue and apply for funding sources in the name of the Round Lake Management Commission and conduct fund raising activities, which are consistent with its primary purpose.

H) Terms of Agreement.

1. This Agreement may be renewed annually by the villages and District. The annual renewal date shall be March 1. A Party shall use its efforts to advise the other of its intention not to renew this Agreement. If there is no notice to withdraw by November 30, the Agreement is automatically renewed for another year.
2. This Agreement may be amended, except as otherwise stated herein, at any time upon passage of an appropriate ordinance and written agreement, by a simple majority of the villages and District.

- I) This Agreement is not intended to create any rights or benefits in or to any third parties.

J) Termination of Agreement.

Upon termination or non-renewal of this Agreement, all monies in the Round Lake Management Commission Fund, after payment of all liabilities, shall be distributed equally between the Villages and District unless agreed to otherwise through an amendment to this Agreement.

K) Indemnification and Insurance.

The Villages and District agree to save and hold harmless the Villages and District other than itself from any and all claims, demands, causes of action, litigation of liability related to damages to each other or any third parties or

property of third parties by reason of the exercise of their individual duties and responsibilities set forth in this Agreement. Each party at its own cost and expense shall maintain a commercial general liability of \$3,000,000, which shall be available to it in connection with this Agreement and shall list the other two (2) parties as additional insureds as well as the Round Lake Management Commission. For this purpose, it shall be acceptable for the parties to provide the required coverage by virtue of or through an intergovernmental risk management pool.

L) Severability.

The Agreement must be approved in total, and, if any provision herein is not approved, then the entire Agreement shall be null and void.

M) Effective Date.

This Agreement shall be effective when executed by all of the Villages and District.

N) Governing Law.

This Agreement shall be construed in accordance with the laws and Constitution of the State of Illinois.

O) Counterparts.

This Agreement may be executed in counterparts, which, when taken together shall constitute one document.

**VILLAGE OF ROUND LAKE BEACH, an Illinois Municipal Corporation**

By: \_\_\_\_\_  
Richard Hill, Village Mayor

ATTEST:

By: \_\_\_\_\_  
Margie Cleveland, Village Clerk

**VILLAGE OF ROUND LAKE PARK, an Illinois Municipal Corporation**

By: \_\_\_\_\_  
Linda Lucassen, Village Mayor

ATTEST:

By: \_\_\_\_\_  
Karen Eggert, Village Clerk

**VILLAGE OF ROUND LAKE, an Illinois Municipal Corporation**

By: \_\_\_\_\_  
Daniel MacGillis, Village Mayor

ATTEST:

By: \_\_\_\_\_  
Patricia Blauvelt, Village Clerk

**ROUND LAKE AREA PARK DISTRICT, an Illinois Municipal Corporation**

By: \_\_\_\_\_  
Jennifer Blum, Board President

ATTEST:

By: \_\_\_\_\_  
Carl Hauser, Board Secretary



VILLAGE OF ROUND LAKE  
**AGENDA ITEM SUMMARY**

**TITLE: VILLAGE PLANNER**

Agenda Item No.

*Executive Summary:*

The Mayor and I started interviewing Planners last year, and we have concluded our search with the recommendation of hiring Teska Associates, Inc. and Mr. Michael Blue.

Starting July 17<sup>th</sup>, 13 we interviewed Mr. William Balling with WRB/LLC; Aug. 7<sup>th</sup>, 13 – Buxton Corporation; Aug. 12<sup>th</sup>, 13 -Mr. Mike Stevens with Lake County Partners; Sept. 17<sup>th</sup>, 13 - Al Maiden with Rolf Campbell & Associates; Nov. 11<sup>th</sup>, 13 – John Rice & Bridget Lane with BDI; Nov. 27<sup>th</sup> & Dec. 9<sup>th</sup>, 13 – Bridget Lane; March 20<sup>th</sup>, 14 – Alan Swanson with Bowman Consulting Group; Feb. 19<sup>th</sup> & March 24<sup>th</sup>, 14 – Mike Blue with Teska & Associates. These interviews, along with talking to many other people at various meetings, Teska & Associates are a great fit for what we need. We brought Mr. Blue to a Planning Commission Meeting for them to interview, and they thought he would be a great help to them in doing our Comprehensive Plan. Teska has won many awards in the industry for their work with Cities & Villages of our size, and we feel comfortable with Mr. Blue, and his knowledge and experience will be an asset to our community.

*Recommended Action:*

Approve

<b>Committee:</b> Administrative	<b>Meeting Date:</b> May 19 <sup>th</sup> , 2014		
<b>Lead Department:</b> Administrative	<b>Presenter:</b> Russell S. Kraly		
Item Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
<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>	<b>Account No(s):</b>	<b>Budget:</b>	<b>Actual Request:</b>
	<b>Total:</b>	\$0.00	\$0.00
	<b>Request is over/under budget:</b>		
<b>Under</b>	-		
<b>Over</b>	-		

AGREEMENT BETWEEN  
VILLAGE OF ROUND LAKE, IL  
AND  
TESKA ASSOCIATES, INC.

This AGREEMENT made and entered into this 19<sup>th</sup> day of May, 2014 by and between Round Lake, an Illinois Municipality with offices at 442 N. Cedar Lake Road, Round Lake, IL 60073, hereinafter referred to as the "CLIENT" and Teska Associates, Inc., an Illinois Corporation with offices at 627 Grove Street, Evanston, Illinois 60201, hereinafter referred to as the "CONSULTANT".

WITNESSETH:

WHEREAS, the CLIENT desires to engage the services of the CONSULTANT to furnish professional and technical assistance in connection with preparation of a Comprehensive Plan for Round Lake, IL, hereinafter referred to as the "PROGRAM", and the CONSULTANT has signified its willingness to furnish professional and technical services to the CLIENT:

NOW THEREFORE, the parties hereto do mutually agree as follows:

A. Scope of Consultant's Services

The CONSULTANT agrees to commence work upon execution of this AGREEMENT, and to perform those services outlined in Attachment "A", a copy of which is attached hereto and incorporated in this Agreement, utilizing the degree of skill and care exercised by practicing professionals performing similar services under similar conditions. CONSULTANT makes no other representations and no warranties of any kind, whether express or implied, with respect to its services rendered hereunder.

B. Services to be provided by the CLIENT

In the event that any information, data, reports, records and maps are existing and available and are useful for carrying out the work on this PROJECT, the CLIENT shall promptly furnish this material to the CONSULTANT. CONSULTANT shall be entitled to rely upon the accuracy and completeness of all information provided by the CLIENT and the CLIENT shall obtain any information reasonably necessary for

the CONSULTANT to perform its work under this Agreement. The CLIENT will be responsible for the organization and conduct of all meetings necessary to carry out the services described in Attachment "A". The CLIENT designates Russell Kraly, Village Administrator to act as its representative with respect to the work to be performed under this Agreement, and such person shall have authority to transmit instructions, receive information, interpret and define the CLIENT's policies and provide decisions in a timely manner pertinent to the work covered by this Agreement until the CONSULTANT has been advised in writing by the CLIENT that such authority has been revoked. The CONSULTANT shall assign Michael Blue, Principal Consultant with respect to the work to be performed under this agreement.

C. Compensation

The CONSULTANT shall be compensated for services on the basis of hourly billing rates for professional and technical staff time devoted to the PROJECT, plus reimbursement for directly-related expenses such as travel (including use of automobiles at \$0.555 per mile, tolls, reproduction, subcontractors, etc.). The billing rates for professional staff are:

Michael Blue	\$150/hour
Other Principals	\$135 – \$185/hour
Senior Associates	\$115 - \$135/hour
Associates	\$90 – \$105/hour
Clerical/Technical	\$60/hour

Based upon the Scope of Services in Attachment A, the maximum compensation for this project will not exceed \$25,000. An accurate accounting of the hours and expenses incurred on the assignment shall be kept by the CONSULTANT and the CLIENT will be invoiced accordingly.

D. Special Assignments

As requested and authorized by the Village Administrator, the CONSULTANT will provide professional and technical assistance on special assignments related to such subjects as: intergovernmental

relations, development project review, code enforcement and amendment, tax increment finance, business district revitalization, capital improvements, economic development, public meetings, litigation, and other topics as requested by the CLIENT during the period of this Agreement. The CONSULTANT will provide the CLIENT an estimate of fees and expenses necessary to complete such special assignments in advance of authorization, and shall separately itemize fees and expenses attributable to special assignments in monthly invoices.

E. Method of Payment

Method of payment shall be as follows: The CONSULTANT shall submit monthly invoices for costs incurred on the PROJECT during the billing period. Invoices are subject to the requirements of the Prompt Payment Act of the State of Illinois. To the extent permitted by applicable law, the CLIENT agrees to pay all costs and disbursements, including reasonable attorney's fees, incurred by the CONSULTANT in legal proceedings to collect for invoices which are delinquent and payable. No interest or collection costs shall be included in the upset maximum budget of this Agreement.

If the CLIENT fails to make any payment due the CONSULTANT within sixty (60) days from receipt of the invoice, the consultant may, after giving seven days' written notice to the CLIENT, suspend services under this AGREEMENT until it has been paid in full all amounts due.

F. Time of Performance

Work shall proceed in a timely manner according to mutually acceptable scheduling adopted between the CLIENT and CONSULTANT. The services of the CONSULTANT will begin upon delivery to the CONSULTANT of an executed copy of this Agreement and shall continue through April 30, 2015.

G. Excusable Delays

The CONSULTANT shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms (including any failure by the CONSULTANT to make progress in the prosecution of the work hereunder which endangers such performance) if such failure arises out of causes beyond the reasonable control and without the fault or negligence of the CONSULTANT. Such causes may include, but are not restricted or limited to, acts of God, or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, illness, accidents, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the CONSULTANT.

H. Termination

The CLIENT and the CONSULTANT shall have the right to terminate the Agreement by written notice delivered to the other party at least thirty (30) days prior to the specified effective date of such termination. In such event, all finished and unfinished documents prepared by the CONSULTANT under the Agreement shall become the property of the CLIENT upon payment of all invoices properly submitted and due the CONSULTANT under the terms of the Agreement. CLIENT acknowledges that incomplete documents are not represented as suitable for any use or purpose, and further agrees to defend, indemnify, and hold the CONSULTANT harmless from and against all claims, costs, suits, damages, liabilities, and expenses, including reasonable attorneys' fees, arising from or relating to any use, reuse, or modification of any CONSULTANT-authored documents that occurs without the CONSULTANT'S consent and professional involvement. This includes any subsequent use or completion of any incomplete documents.

I. Dispute Resolution

The parties agree that all claims, disputes, or other matters in question that arise out of or relate to this AGREEMENT or the breach thereof shall be submitted to non-binding mediation as a condition precedent to the institution of legal proceedings. If mediation fails to resolve the matter, either party may initiate litigation in a court of competent

jurisdiction in the State of Illinois.

J. Conflict of Interest

The CONSULTANT certifies that to the best of his knowledge, no CLIENT's employee or agent interested in the Agreement has any pecuniary interest in the business of the CONSULTANT or the Agreement, and that no person associated with the CONSULTANT has any interest that would conflict in any manner or degree with the performance of the Agreement.

K. Changes

The CLIENT may, from time to time, require or request changes in the scope or deadline of services of the CONSULTANT to be performed hereunder. Such changes, including any appropriate increase or decrease in the amount of compensation, which are mutually agreed upon by and between the CLIENT and the CONSULTANT, shall be incorporated in written amendments to this Agreement.

L. Hold Harmless

The CLIENT shall hold the CONSULTANT harmless, protect and defend the CONSULTANT against any claims brought by third parties in connection with the implementation of any recommendations made or services rendered by the CONSULTANT in accordance with the Agreement that are not the result of the CONSULTANT'S negligence.

To the fullest extent permitted by law, the total liability in the aggregate, of the CONSULTANT to the CLIENT or anyone claiming by, through, or under the CLIENT, whether arising in tort, breach of contract, or by virtue of any other cause of action or legal theory, shall be limited to the coverage and limits of the insurance required of CONSULTANT by this Agreement.

The CONSULTANT shall indemnify and hold the CLIENT from and against damages, costs, liabilities, and expenses, to the extent caused by the CONSULTANT'S negligence in the performance of its services under this Agreement.

M. Insurance

The CONSULTANT shall maintain and keep in force during the term of this Agreement Commercial General Liability and Automobile Liability coverage in the following minimum amounts:

Commercial General Liability

General Aggregate Limit	\$3,000,000
Product-Completed Operation	\$1,000,000
Each Occurrence Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Medical expense Limit	\$10,000
Auto - Combined Single Limits (each Accident)	\$1,000,000
Excess/Umbrella Liability	\$1,000,000
Workers Compensation (statutory limits)	\$500,000

IN WITNESS WHEREOF, the CLIENT and the CONSULTANT have executed this Agreement on the date and year first above written.

CONSULTANT:  
TESKA ASSOCIATES, INC.

CLIENT:  
VILLAGE OF ROUND LAKE, IL

BY:

  
Lee Brown  
President

BY:

\_\_\_\_\_  
Russell Kraly  
Village Administrator

Date:

\_\_\_\_\_