

AGENDA
VILLAGE OF ROUND LAKE
COMMITTEE OF THE WHOLE MEETING
February 1, 2016
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 January 18, 2016

3. PUBLIC COMMENT

4. COMMITTEE OF THE WHOLE

- Community Development
- Clerk's Office
- Human Resources and Finance
- Public Works, Facilities and Capital Assets, and Engineering
 - GIS Enhancement
 - Sidewalk Snow Removal Plan
- Special Events
- Building and Zoning
- Police
 - Disposal of Surplus Property
 - Lake County Animal Control Agreement
- Administration
 - Liquor Licenses Code Changes

5. SUGGESTED NEW TOPICS

6. EXECUTIVE SESSION

6.1 Pursuant to 5 ILCS 120/2(c)(11), to discuss "litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting."

7. ADJOURN

MINUTES
VILLAGE OF ROUND LAKE
COMMITTEE OF THE WHOLE MEETING
January 18, 2016
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 7:08 P.M.

1. ROLL CALL

Present: Trustees Foy, Kraly, Newby, Rodriguez

Absent: Trustees Frye, Triphahn

2. APPROVAL OF MINUTES

2.1 Approve the Minutes of the Committee of the Whole Meeting of January 4, 2016

Trustee Foy moved, Seconded by Trustee Rodriguez, to approve the Minutes of the Committee of the Whole Meeting of January 4, 2016. Upon a unanimous voice vote; the Mayor declared the motion carried

3. PUBLIC COMMENT

Resident Sanjay Patel complimented the Administration on the new Website design stating it was well done.

4. COMMITTEE OF THE WHOLE

- Community Development
- Clerk's Office
- Human Resources and Finance

o Audit and Management Letter Presentation

Finance Director Shane Johnson introduced Daniel Berg, Partner at Sikich, who performed our fiscal April 30, 2015 year end audit report. Mr. Berg thanked the staff for all the assistance his company received in doing the audit. In the presentation he stated that there had been a loss in the water fund due to depreciation and operational expenses. With the General Fund there had been excess funds, but some of those funds were moved to a capital improvement project. Mr. Berg also noted that due to the Village not having enough internal control capabilities he encourages the board to continue to review expenses when presented. Within the presentation received, Sikich went through some deficiencies and suggestions on how to resolve some of them. One issue had again been segregation of duties, Mr. Berg stated with the addition of our Accounting Manager, it has helped, but recommended not hiring a person just to do internal control, if there is no other work for them to do at this time. It was asked how the Village compares to other Villages, Mr. Berg stated that he is the auditor but a financial advisor would say to look at the debt, look at the fund balance and look at the future revenue source. He did say the fund balance in the general fund is healthy as well as the debt structure compared to the fund balances and seem to be in line and probably a little better than some of the other villages.

- Public Works, Facilities and Capital Assets, and Engineering

- Cathodic Protection Contract

Public Works Director, Adam Wedoff, recommended entering into a contract with Corpro Companies to perform an inspection and check of the cathodic protection systems on Village elevated water storage tanks, stating the cathodic protection system helps inhibit rust from forming on the metal and prolongs the life of the storage tanks and towers. He also stated that Corpro has completed the inspection for over ten years and staff has been generally pleased with their work

The Mayor and Board agreed to move to the next Consent Agenda

- Landscape Maintenance Contract

PWD Wedoff recommended entering into a three year contract with an additional option of two one year contracts for the landscape maintenance of Village Property. PWD stated 6 RFP's had been sent out and only two were returned prior to the deadline. The Brickman Group had been the lowest of the two bids, however when they went over the contract they suggested several way to reduce the overall cost further without compromising the maintenance. The contract will go in effect on May 1, 2016 therefore it is not budgeted for this fiscal year but will be budgeted for according for FYE 2017

The Mayor and Board agreed to move to the next Consent Agenda

- Furnace Repairs for Public Works Building

PWD Wedoff requested permission to hire TOPTEC Heating to repair a roof top heating unit on the PW building. He recommends waiving bidding and using TOPTEC to complete the repairs. TOPTEC currently completes maintenance inspections on the heating units for the PW/PD & Village Hall buildings.

The Mayor and Board agreed to move to the next Consent Agenda

- Watershed Development Ordinance

PWD Wedoff stated that the Lake County Stormwater Management Commission (SMC) recently adopted several revisions to the Watershed Development Ordinance (WDO). Three of the four revisions are minor in nature and considered "administrative". The fourth revision references FEMA Flood Insurance Maps and Study for the Squaw Creek. Adopting the new WDO will ensure the Village maintains eligibility as a Certified Community to enforce the WDO, and will also ensure the Village remains in good standing with the National Flood Insurance Program, allowing property owner within the Village to obtain flood insurance in the national risk pool

The Mayor and Board agreed to move to the next Consent Agenda

- MXU Purchase

PWD Wedoff stated that with the Villages radio read system, 463 water meters stopped working recently and had to been read manually from each house with a handheld reader by staff. He said this was most likely caused by the cold weather and the age of the equipment. Units installed in 2001-2003 only carried a life expectancy of 7-8 years and came with a 5 year warranty on the battery. The Village has approximately 1,663 of those units. He did mention that units made after 2003 came

with a 20 year warranty. One option is to replace the battery or purchase a new MXU, however the batteries have been discontinued but can be purchased through aftermarket supplies, and their expected life is unknown as some have had to be replaced after only 6 months. He is recommending replacing the MXU's with new ones and should be considered the beginning of a Village Wide replacement program. There are also two different models to choose from, one that is compatible with our current system and one that is compatible with a new base station system. This system utilizes a much stronger radio signal which would make reading meters much more efficient. PWD Wedoff suggested a three year period to replace all of the old MXU's installed between 2001 and 2003 and as other units fail, they can be replaced with the new model as well. The units installed in 2004 and on have a 20 year warranty and he recommends leaving them in place until they reach that warranty.

The Board agreed to have PWD Wedoff order now and ratify when the units are in.

- Special Events
- Building and Zoning
- Police
- Administration

5. SUGGESTED NEW TOPICS

NONE

6. EXECUTIVE SESSION

NONE

7. ADJOURN

Motion by Trustee Foy, Seconded by Trustee Rodriguez to adjourn the Committee of the Whole meeting at 7:39 P.M. Upon a unanimous voice vote, the Mayor declared the motion carried.

APPROVED:

Patricia C. Blauvelt
Village Clerk

Daniel MacGillis
Village President



AGENDA ITEM SUMMARY

TITLE: GIS ENHANCEMENT

Agenda Item No. COTW

Executive Summary

Staff requests permission to hire Baxter & Woodman, Inc. to upgrade the Village’s GIS system. The current system is stored on the public works server and has limited connectivity. It cannot be updated by Village staff; updates must be sent to Baxter & Woodman to be entered and a new file created and then sent back to the Village server.

The GIS enhancement will move Village data to a web based system allowing staff to view and edit data from any computer or mobile device. This will make the information available in the field where it is needed to find utilities. The move will also allow the Village to begin utilizing real-time information gathering, which can stream line water shut-offs. Most importantly, the information gathered can be edited and sorted to keep it up to date and useful. With limited staff, the need to correctly identify and track maintenance needs efficiently is vital to keeping Village infrastructure in good condition.

The new system will also allow for future expansion with possibilities for administrative and police uses as well as many more public works applications.

The new system will require an annual web hosting fee and license fee to maintain the system which is approximately \$5,500 per year.

Recommended Action

Approve Baxter & Woodman, Inc. to upgrade the Village’s GIS system as described in the attached scope of services.

Committee: PW/F&CA and Engineering	Meeting Date(s): 02/01/16		
Lead Department: Public Works	Presenter: Adam Wedoff, Director of Public Works		
Item Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If amount requested is over budget, a detailed explanation of what account(s) the overage will be charged to will be provided in the Executive Summary or attached detail.	Account(s)	Budget	Expenditure
	50-60-91-99117	\$0.00	
	Item Requested	\$7,500.00	\$7,500.00
	Y-T-D Actual		\$0.00
	Amount Encumbered		\$0.00
	Total	\$7,500.00	\$7,500.00
	01-20-91-99119	\$0.00	
	Item Requested	\$7,500.00	\$7,500.00
	Y-T-D Actual		\$0.00
	Amount Encumbered		\$0.00
	Total	\$7,500.00	\$7,500.00
	Grand Total	\$15,000.00	\$15,000.00
	Request is over/under budget:		
	Under	-	

January 21, 2016

Mr. Adam Wedoff
Director of Public Works
Village of Round Lake
751 W. Townline Road
Round Lake, IL 60073

***Subject: GIS Enhancement – Web & Mobile Application Development and Implementation
Proposal for Professional Services***

Dear Mr. Wedoff:

We are excited to help the Village of Round Lake utilize its Geographic Information System (GIS) in a new way. Our GIS staff has over 45 years of combined experience working with municipalities like Round Lake, providing a wide-variety of solutions through GIS. We pride ourselves on going the extra mile and have built our business on forming lasting relationships with our clients.

The Village of Round Lake is looking for assistance in development and deployment of a Web based mapping solution utilizing Esri's ArcGIS Online maps and apps technology. Baxter & Woodman has vast experience with planning, designing, developing and deploying ArcGIS Online applications for a wide variety of tasks. Additionally, we maintain our GIS web services hosting environment where all project data can be securely stored and maintained throughout.

In addition, Baxter & Woodman's GIS team will help design and build four mobile applications for your use. We will develop applications with the end-user in mind, looking for ways to improve efficiency and usability throughout. Working together with you, our team will look for ways to explain processes, share knowledge, and collaborate to provide good value and service for the Village.

The following is our scope of services and fee schedule to enhance your GIS with Web & Mobile Application development and implementation:

DETAILED SCOPE OF SERVICES

- **Project Management and Oversight**
 - Confirm that applications are delivered accurately and completely.
- **Database / Feature class Creation** – Data used and / or created during this project will be stored in database. This database will be located in the “cloud” and it will be designed with efficiency and security throughout.
 - Create SQL Database Instance
 - Build ArcGIS SDE configuration
 - Deploy database security

- Develop Datasets (Feature classes)
 - Migrate existing data into SDE for enterprise use
 - Existing Village data
 - County provided data
 - Templates for new datasets
 - Build domains as needed
- Configure Datasets for Mobile App use
 - Build relationship classes
 - Build attachment tables
 - Configure versioning
 - Configure archiving
- **Web Services / ArcGIS Online** - This will provide an environment for the Village's new GIS maps and apps. Village staff will be able to access GIS from the Internet.
 - Create Village's ArcGIS Online for Organizations Account
 - Provision licensing from Esri
 - Organize & design structure / layout
 - Prepare for mobile application development
 - Create ArcGIS Web Feature Services on Amazon Cloud (up to four)
 - Configure each for Web / Mobile Application use
 - Configure symbology & layout to maximize field staff usability
 - Deploy service security
 - Build Esri Maps & Apps (maximum of four) on Round Lake's ArcGIS Online Organization Account
 - Planning & design
 - Configure layers (pop-ups, order, accessibility, etc.)
 - Deploy Esri ArcGIS Online users / roles / security
- **Create Water Shut-Off Collector for ArcGIS Application (one of four Maps & Apps)**
 - Include developed layers
 - Review, draft phase testing before production use
- **Training**
 - ArcGIS Online Organizational Account Training
 - Work with staff to familiarize processes
 - Field Staff Collector Application Training
 - Functionality & best practices
 - Collector Application "leave behind" Write up
 - Will cover basics of using collector application

- **Ongoing Assistance & Quality Control**
 - Ongoing availability to help answer questions, troubleshoot, and assist as needed throughout the project.
 - Scheduled QA/QC of Field Collected Data
 - Periodic review of data as it is collected to confirm consistency and quality
 - Communication with Village (status, progress, updates)
- **Deliverables**
 - Deliver final project Data
 - Create XML Workspace Document / File Geodatabase of any project related data as requested
- **Hosting**
 - The Village has requested the B&W host project related data on our secure Amazon Cloud GIS server
 - See Attachment for B&W Cloud Hosting details

Engineering Fee

Our engineering fee for the following specified scope of services will be based on our hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses, including travel costs which in total will not exceed \$9,500.

GIS Implementation and Development
 Project management and oversight
 SDE database / feature class migration & creation
 Web services / ArcGIS Online
 Create Water Shut-off Collector for ArcGIS Application
 Create 3 additional Esri ArcGIS Online Maps & Apps
 Training
 Ongoing Assistance & Quality Control

GIS Data Hosting – Separate Fee

- a. Annual fee for secure hosting of all project related GIS data

HOSTING FEE **\$3,000/year**

Esri ArcGIS Online Organizational Account – Separate Fee

- a. Annual Fee

ESRI LICENSING FEE **\$2,500/year**



The attached Standard Terms and Conditions apply to this Proposal. If you find this Proposal acceptable, **please sign and return one copy for our files.**

As you have any questions regarding our proposed scope, schedule, or costs, please do not hesitate to contact Andy or me at 815-444-4490. We sincerely look forward to working with the Village of Round Lake on this important GIS project.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

Louis D. Haussmann, P.E., PTOE
Vice President/COO

Andrew Zaletel
GIS Department Manager

VILLAGE OF ROUND LAKE, IL

ACCEPTED BY: _____

TITLE: _____

DATE: _____

STANDARD TERMS AND CONDITIONS

Agreement - These Standard Terms and Conditions, together with the letter proposal, constitute the entire integrated agreement between the Owner and Baxter & Woodman, Inc. (BW) and take precedence over any other provisions between the Parties. These terms may be amended, but only if both parties consent in writing.

Owner's Responsibility - Provide BW with all criteria and full information for the Project. BW will rely, without liability, on the accuracy and completeness of all information provided by the Owner including its consultants, contractor, specialty contractors, manufacturers, suppliers and publishers of technical standards without independently verifying that information. The Owner warrants that all known hazardous materials on or beneath the site have been identified to BW. BW and their consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials unless this service is set forth in the proposal.

Schedule for Rendering Services - The agreed upon services shall be completed within a reasonable amount of time. If BW is hindered, delayed or prevented from performing the services as a result of any act or neglect of the Owner or force majeure, BW's work shall be extended and the rates and amounts of BW's compensation shall be equitably adjusted in writing executed by all Parties.

Invoices and Payments - The fees to perform the proposed scope of services constitute BW's estimate to perform the agreed upon scope of services. Circumstances may dictate a change in scope, and if this occurs, an equitable adjustment in compensation and time shall be made by all parties. No service for which added compensation will be charged will be provided without first obtaining written authorization from the Owner. BW invoices shall be due and owing by Owner in accordance with the terms and provisions of the Local Government Prompt Payment Act.

Opinion of Probable Construction Costs - BW's opinion of probable construction costs represents its reasonable judgment as a professional engineer. Owner acknowledges that BW has no control over construction costs of contractor's methods of determining prices, or over competitive bidding, of market conditions. BW cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from BW's opinion of probable construction costs.

Standards of Performance - (1) The standard of care for all services performed or furnished by BW, will be completed with the same care and skill ordinarily used by professionals practicing under similar circumstances, at the same time and in the same locality on similar projects. BW makes no guarantees or warranties, express or implied, in connection with its services; (2) BW shall be responsible for the technical accuracy of its services and documents; (3) BW shall use reasonable care to comply with all applicable laws and regulations and Owner-mandated standards; (4) BW may employ such sub-consultants as BW deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objection by Owner; (5) BW shall not supervise, direct, control, or have authority over any contractor work, nor have authority over or be responsible for the means, methods, techniques sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety of the site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work; (6) BW neither guarantees the performance of any contractor nor assumes responsibility for contractor's failure to furnish and perform the work in accordance with the contract documents; (7) Engineer is not acting as a municipal advisor as defined by the Dodd-Frank Act. Engineer shall not provide advice or have any responsibility for municipal financial products or securities. (8) BW is not responsible for the acts or omissions of any contractor, subcontractor, or supplier, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work; (9) Shop drawing and submittal review by BW shall apply to only the items in the submissions and only for the purpose of assessing if upon installation or incorporation in the Project work they are generally consistent with the construction documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the construction documents. Owner further agrees that BW's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. BW's consideration of a component does not constitute acceptance of the assembled item; (10) BW's site observation during construction shall be at the times agreed upon in the Project scope. Through standard, reasonable means, BW will become generally familiar with observable completed work. If BW observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and Owner for them to address.

Insurance - BW will maintain insurance coverage with the following limits and Certificates of Insurance will be provided to the Owner upon written request:

Worker's Compensation:	Statutory Limits	Excess Umbrella Liability:	\$5 million per claim and aggregate
General Liability:	\$1 million per claim	Professional Liability:	\$5 million per claim
	\$2 million aggregate		\$5 million aggregate
Automobile Liability:	\$1 million combined single limit		

BW's liability under this Agreement, based on any theory of liability or for any cause of action, shall not exceed the total amount of BW's contract amount for the project. Any claim against BW arising out of this Agreement may be asserted by the Owner, but only against the entity and not against BW's directors, officers, shareholders or employees, none of whom shall bear any liability and may not be subject to any claim.

Indemnification and Mutual Waiver - (1) To the fullest extent permitted by law, BW shall indemnify and hold harmless the Owner and its officers and employees from claims, costs, losses, and damages arising out of or relating to the Project, provided that such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of BW or its officers, directors, employees, agents, or consultants; (2) Owner shall indemnify and hold harmless BW and its officers, directors, employees, agents and consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death of to injury or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or its officers, directors, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project; (3) To the fullest extent permitted by law, Owner and BW waive against each other, and the other's employees, officers, directors, insurers, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project; (4) In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of the ENGINEER and OWNER, they shall be borne by each party in proportion to its negligence; (5) The Owner acknowledges that BW is a business corporation and not a professional service corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees. The Owner and BW agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

Termination - Either party may terminate this Agreement upon ten (10) business days' written notice to the other party in the event of failure by the other party to perform with the terms of the Agreement through no fault of the terminating party. A condition precedent to termination shall be an opportunity for the Parties to meet. If this Agreement is terminated, Owner shall receive reproducible copies of drawings, developed applications and other completed documents. Owner shall be liable for, and promptly pay for all services and reimbursable expenses rendered to the date of suspension/termination of services.

Use of Documents - BW documents are instruments of service and BW retains ownership and property interest (including copyright and right of reuse). Client shall not rely on such documents unless in printed form, signed or sealed by BW or its consultant. Electronic format of BW's design documents may differ from the printed version and BW bears no liability for errors, omissions or discrepancies. Reuse of BW's design documents is prohibited and Client shall defend and indemnify BW from all claims, damages, losses and expenses, including attorney's fees, consultant/expert fees, and costs arising out of or resulting from said reuse. BW's document retention policy will be followed upon Project closeout, and project documents will be kept for a period of 14 years after Project closeout.

Successors, Assigns, and Beneficiaries - Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or BW to any third party, including any lender, Contractor, Contractor's subcontractor, supplier, manufacturer, other individual, entity or public body, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of the Client and BW and not for the benefit (intended, unintended, direct or indirect) of any other entity or person.

Dispute Resolution - All disputes between the Parties shall first be negotiated between them for a period of thirty (30) days. If unresolved, disputes shall be then submitted to mediation as a condition precedent to litigation. If mediation is unsuccessful, litigation in the county where the Project is pending shall be pursued.

Miscellaneous Provisions - (1) This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located. (2) All notices must be in writing and shall be deemed effectively served upon the other party when sent by certified mail, return receipt requested; (3) All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason; (4) Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and BW, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close to expressing the intention of the stricken provision; (5) A party's non-enforcement of any provision shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement; (6) To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion, which is the point where the Project can be utilized for the purposes for which it was intended.



VILLAGE OF ROUND LAKE

AGENDA ITEM SUMMARY

TITLE: SIDEWALK SNOW CLEARING

Agenda Item No. COTW

Executive Summary

Staff is requesting guidance on any additional sidewalks that should be cleared by Public Works staff during snow removal operations. Staff met with the Public Works Trustee Liaisons and discussed potential sidewalk locations that the Village could clear for various reasons. The locations for consideration are:

1. North Rosedale Court from Cedar Lake Road west to Panther Blvd
2. South Rosedale Court from Cedar Lake Road west to Panther Blvd

A map of the locations is attached

For reference, Exhibit A is attached which shows the sidewalks currently cleared by Public Works staff.

Recommended Action

Discuss sidewalk locations to be cleared during snow removal operations for future Board action.

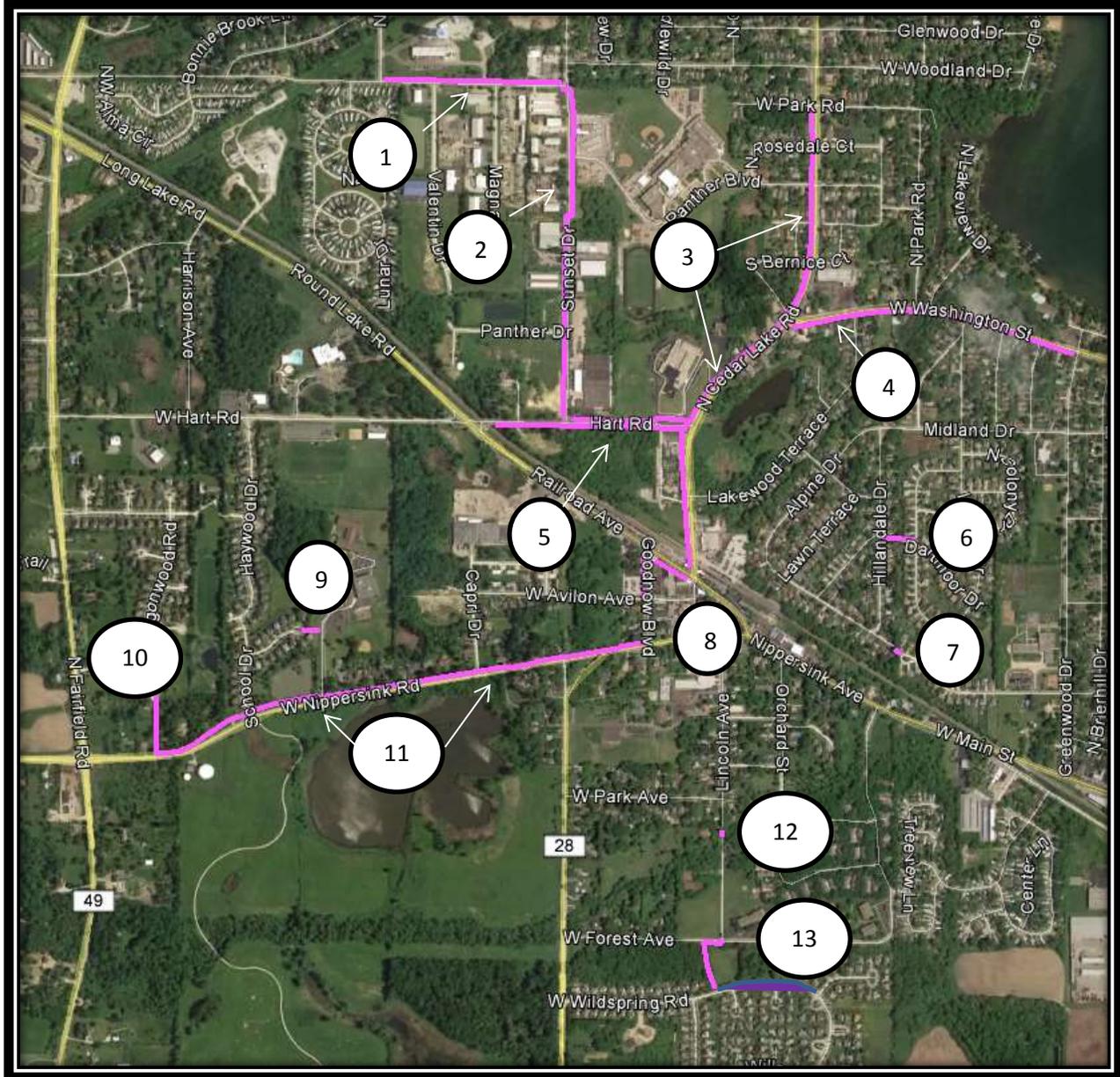
Committee: PW/F&CA and Engineering		Meeting Date(s): 02/01/16																																					
Lead Department: Public Works		Presenter: Adam Wedoff, Director of Public Works																																					
<p>Item Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</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: 40%;">Account(s)</th> <th style="width: 20%;">Budget</th> <th style="width: 20%;">Expenditure</th> <th style="width: 20%;"></th> </tr> </thead> <tbody> <tr> <td>Other Items</td> <td style="text-align: right;">\$0.00</td> <td></td> <td></td> </tr> <tr> <td>Item Requested</td> <td style="text-align: right;">\$0.00</td> <td style="text-align: right;">\$0.00</td> <td></td> </tr> <tr> <td>YTD Actual</td> <td></td> <td style="text-align: right;">\$0.00</td> <td></td> </tr> <tr> <td>Amount Encumbered</td> <td></td> <td style="text-align: right;">\$0.00</td> <td></td> </tr> <tr> <td>N/A</td> <td style="text-align: right;">\$0.00</td> <td style="text-align: right;">\$0.00</td> <td></td> </tr> <tr> <td colspan="4">Request is over/under budget:</td> </tr> <tr> <td style="text-align: right;">Under</td> <td>-</td> <td></td> <td></td> </tr> <tr> <td style="text-align: right;">Over</td> <td>-</td> <td></td> <td></td> </tr> </tbody> </table>			Account(s)	Budget	Expenditure		Other Items	\$0.00			Item Requested	\$0.00	\$0.00		YTD Actual		\$0.00		Amount Encumbered		\$0.00		N/A	\$0.00	\$0.00		Request is over/under budget:				Under	-			Over	-		
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Potential Sidewalk locations



Exhibit A

Location Map



Sidewalk Locations

1. Long Lake Drive. North side of street from N. Lotus Drive to Sunset Drive. Approx. 0.3 mi.
2. Sunset Drive. One side of street from Long Lake Drive to Hart Road. Sidewalk switches sides halfway down the street. Approx. 0.5 mi.
3. Cedar Lake Road. West side of street from Park Road to Route 134. Approx. 0.7 mi.
4. Washington Street. South side of street from Cedar Lake Road to Greenwood Drive. Approx. 0.4 mi.
5. Hart Road. South side of street from Route 134 to Sunset Drive. Both sides of the street from Sunset Drive to Cedar Lake Road. Approx. 0.5 mi.
6. Cut through from Hillandale Drive to Windridge Drive. Approx. 0.1 mi.



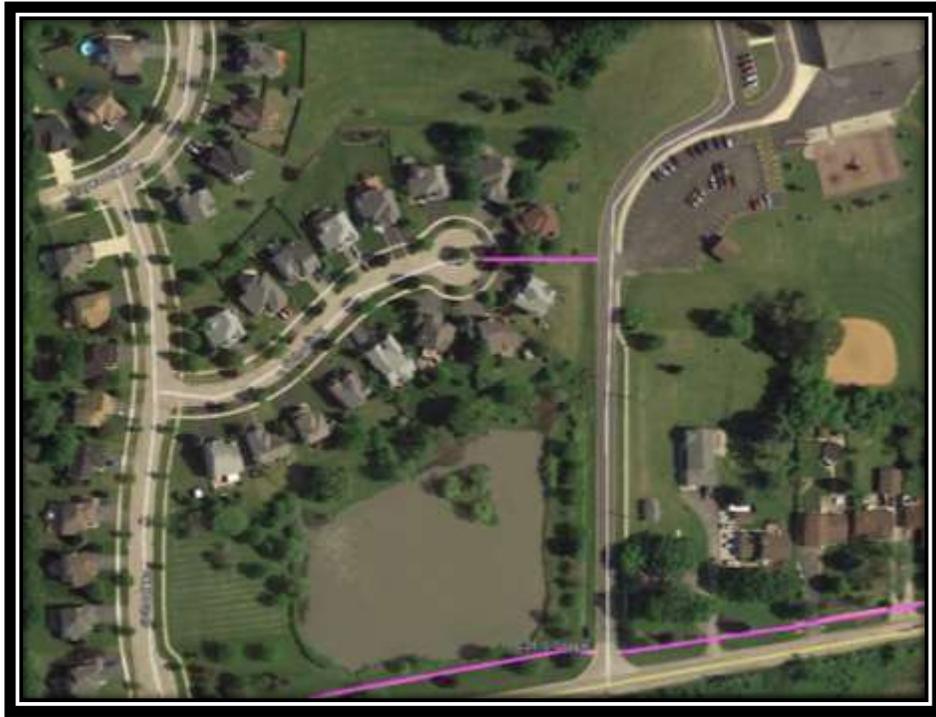
7. Cut through from W. Pineview Drive to Davis Court. Approx. 0.0 mi.



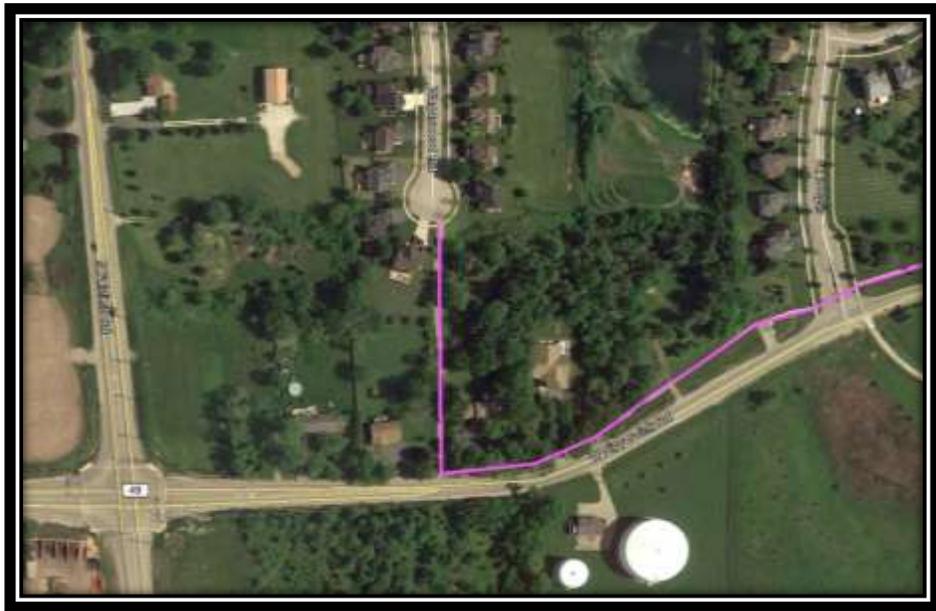
8. Goodnow Boulevard. West side from Aylon Avenue to Route 134.
 - a. Route 134. South side from Goodnow Boulevard to Cedar Lake Road.
 - b. Corners as shown on the map below including brick paver areas.
 - c. Crosswalk ramp on the north side of Route 134 across from Goodnow Boulevard.
 - d. Approx. 0.2 mi.



9. Cut through from School Ct to school driveway. Approx. 0.0 mi.



10. Cut through from Wagonwood Road to Nippersink Road. Approx. 0.1 mi.



11. Nippersink Road. North side of street from cut through (shown on map for location 10) to Goodnow Boulevard. Approx. 0.7 mi.
12. Lincoln Avenue pedestrian bridge over Squaw Creek. Approx. 0.0 mi.
13. Cut through from Forest Ave to Wildspring Road and the north side of Wildspring Road from the cut through to the east side of the park. Approx. 0.2 mi.



End of List



VILLAGE OF ROUND LAKE
AGENDA ITEM SUMMARY

TITLE: DISPOSAL OF SURPLUS PROPERTY

Agenda Item No. C.O.T.W.

Executive Summary:

The Police Department seeks permission to dispose of Village Owned surplus property through public on-line auction.

The Police and Building Departments would like to send THE FOLLOWING SURPLUS PROPERTY to auction:

- 1.) 2003 Ford Ranger Vin # 1FTYR14V33PB42228
- 2.) 2005 Ford Escape Vin # 1FMYU93115DA21354
- 3.) 2006 Ford Crown Victoria Vin # 2FAFP71W86X158293
- 4.) 2006 Ford Crown Victoria Vin # 2FAFP71W16X156825
- 5.) 2007 Ford Crown Victoria Vin # 2FAFP71W47X105336
- 6.) Eleven (11) AMR brand Car Camera System
- 7.) Five (5) Kustom brand Signal Car Camera System

Our recommended auction service is:

OBENAUF AUCTION SERVICE, Inc.
 810 Magna Drive, Round Lake, IL 60073
 847-546-2095
obenaufauctions@comcast.net
www.obenaufauctions.com
 IL Licensed Auction Firm #444.000105

Recommended Action:

Approve the disposal through public on-line auction of the above captioned surplus property.

Committee: Police		Meeting Date: 02/02/2015		
Lead Department: Police		Presenter: Michael Gillette		
Item Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A				
If amount requested is over budget, a detailed explanation of what account(s) the overage will be charged to will be provided in the Executive Summary or attached detail.		Account No(s):	Budget:	Actual Request:
		N/A		
		YTD Actual		\$0.00
		Encumbered		\$0.00
		Request		\$0.00
		Total:	\$0.00	\$0.00
		Request is over/under budget:		
		Under	-	
Over	-			

Ordinance 16-ORD-__

A Ordinance Authorizing the Police Department to Dispose of Village Owned Surplus Property Through Public On-Line Auction.

BE IT RESOLVED by the Village President and Board of Trustees of the Village of

Round Lake authorizes as follows:

1. The disposal of Village Owned Surplus property including

- 8.) 2003 Ford Ranger Vin # 1FTYR14V33PB42228
- 9.) 2005 Ford Escape Vin # 1FMYU93115DA21354
- 10.)2006 Ford Crown Victoria Vin # 2FAFP71W86X158293
- 11.)2006 Ford Crown Victoria Vin # 2FAFP71W16X156825
- 12.)2007 Ford Crown Victoria Vin # 2FAFP71W47X105336
- 13.)Eleven (11) AMR brand Car Camera System
- 14.)Five (5) Kustom brand Signal Car Camera System

and

2. Acceptance of the recommended auction service for this disposal of:

OBENAUF AUCTION SERVICE, Inc.

810 Magna Drive, Round Lake, IL 60073

847-546-2095

obenaufauctions@comcast.net

www.obenaufauctions.com

IL Licensed Auction Firm #444.000105 is hereby approved.

and

3. The Mayor, or his designee, is authorized to execute all necessary documents to carry out the purposes of this Ordinance.

APPROVED:

Daniel A. MacGillis, Village President

ATTEST:

Patricia C. Blauvelt, Village Clerk

PASSED:

APPROVED:

AYES:

NAYS:

ABSENT:

ROUND LAKE POLICE DEPARTMENT

MEMORANDUM

DATE: January 18, 2016
TO: Chief Gillette
FROM: Ted Lohman
REFERENCE: **Request for deposal**

2003 Ford Ranger Vin # 1FTYR14V33PB42228
2005 Ford Escape Vin # 1FMYU93115DA21354
2006 Ford Crown Vic Vin # 2FAFP71W86X156823
2006 Ford Crown Vic Vin # 2FAFP71W16X156825
2007 Ford Crown Vic Vin # 2FAFP71W47X105336
11 - AMR car camera system
5 - Kustom signal car camera system



VILLAGE OF ROUND LAKE
AGENDA ITEM SUMMARY

TITLE: RESOLUTION ADOPTING THE LAKE COUNTY HEALTH DEPARTMENT AND COMMUNITY HEALTH CENTER ANIMAL CARE AND CONTROL PROGRAM; FEE FOR SERVICE AGREEMENT

Agenda Item No: COTW

Executive Summary:

Attached is the 2016 LAKE COUNTY HEALTH DEPARTMENT AND COMMUNITY HEALTH CENTER ANIMAL CARE AND CONTROL PROGRAM; FEE FOR SERVICE AGREEMENT between the Village and the Lake County Health Department. The agreement contains only minor alterations from the previous year agreement.

The agreement provides, in part, for the following:

- Agreement period of year 2016 or until terminated or changed by either party.
- Fees for Animal Control Assistance and Boarding
- Agreement Terms

The alterations to this 2016 agreement are adjusting primarily fee adjustments and margins for year 2016. The terms of the agreement remain intact from previous agreements.

Recommended Action:

Staff recommends approving intergovernmental LAKE COUNTY HEALTH DEPARTMENT AND COMMUNITY HEALTH CENTER ANIMAL CARE AND CONTROL PROGRAM; FEE FOR SERVICE AGREEMENT between the Village and the Lake County Health Department.

Committee: Police

Meeting Date: February 1, 2016

Lead Department: Police

Presenter: Chief Michael Gillette

Item Budgeted: Yes No N/A

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

Account No(s):	Budget:	Actual Request:
YTD Actual as of		
Encumbered		
Total:	\$0.00	\$0.00
Request is over/under budget:		
Under	-	
Over	-	

Resolution 2016-R-___

A Resolution Adopting the Intergovernmental FEE FOR SERVICE Agreement between the LAKE COUNTY HEALTH DEPARTMENT AND COMMUNITY HEALTH CENTER ANIMAL CARE AND CONTROL PROGRAM

WHEREAS, the Lake County Health Department and Community Health Center Animal Care and Control Program is located in Lake County, Illinois and offers its animal control and welfare services to the Village of Round Lake, Lake County Illinois:

WHEREAS, the Village President and Board of Trustees find that adopting the Lake County Health Department and Community Health Center Animal Care and Control Program; Fee for Service Agreement is fiscally prudent and in the interest of public health, safety and welfare; and

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

1. Adoption of the Lake County Health Department and Community Health Center Animal Care and Control Program; Fee for Service Agreement is hereby authorized.
2. The Mayor, the Chief of Police or their designee, is authorized to perform such other actions required to carry out the Village's participation in the Lake County Health Department and Community Health Center Animal Care and Control Program; Fee for Service Intergovernmental Agreement between The Village of Round Lake and the Lake County Health Department and Community Health Center Animal Care and Control Program and to otherwise implement this resolution.

APPROVED:

Daniel A. MacGillis, Village President

ATTEST:

Patricia C. Blauvelt, Village Clerk

PASSED:

APPROVED:

AYES:

NAYS:

ABSENT:



January 11, 2016

To: **Lake County Villages and Municipalities that Utilize Lake County Animal Care and Control Services**

From: Robin Van Sickle, Program Coordinator
Animal Care and Control

RE: Revised Fee for Service Agreement and Animal Care and Control Fee Schedule

Enclosed you will find an amended Fee for Service Agreement. The amended agreement clarifies and better describes the terms in order to assure the continuation of the positive working relationship we have between our agencies. An important change is a more comprehensive explanation of the services provided during and after office hours. Animal Care and Control staff takes pride in being available both during and after normal business hours, either in person or on the phone, to assist other enforcement agencies in interpreting and enforcing animal laws.

Also included in this packet is a revised Animal Care and Control Fee Schedule, which went into effect January 1, 2016. Some of the changes in the fee schedule relate to the fees we assess for services provided through our contractual agreements. One of our primary goals in revising the fee schedule is to encourage the pickup and impoundment of stray roaming cats within your municipality by reducing the fees to impound these cats.

Under the revised fee schedule, contracted agencies will not be charged transportation, boarding, and disposal fees for stray cats being picked up at a secure municipal location. Each stray cat impounded is a flat rate of \$35 each as opposed to the previous variable rate of \$90-\$110 (depending on whether or not the cat was adoptable). Service visit fees will only be assessed when an Animal Care and Control warden responds to your jurisdiction to assist in the investigation or complaint of an animal related manner. As a reminder, fees are **only** assessed when Animal Care and Control services are approved by and provided to the partnering agency.

Please take the time to review the Agreement and Fee Schedule and contact me with any questions or concerns at 847-377-4716, or by email at rvansickle@lakecountyil.gov. Signed agreements providing designated contact/authorization information can be sent directly to my attention at Animal Care and Control, 18736 W. Peterson Rd., Libertyville, IL 60048.

**LAKE COUNTY HEALTH DEPARTMENT
AND COMMUNITY HEALTH CENTER
ANIMAL CARE AND CONTROL PROGRAM**

FEE FOR SERVICE AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 20 16, by and between the LAKE COUNTY BOARD OF HEALTH (hereinafter referred to as "The Board of Health," and the CITY/VILLAGE of, ROUND LAKE (herein referred to as "The Municipality").

1. SERVICE VISITS

The Board of Health shall respond to all request for service visit calls within the municipality during normal business hours and shall respond to emergency calls on a twenty-four (24) hour basis. Services include, but are not limited to: the pickup of stray domestic animals; the pickup of injured wildlife; the pickup of aggressive animals running at large; the pickup of animals suspected of carrying the rabies virus; investigations of dangerous, animal-aggressive, or vicious dogs; investigations of animal neglect or cruelty; and general field assistance/support related to animal complaints or concerns.

Only requests for emergency services shall be responded to after normal business hours. Emergency services are restricted to: the removal of wildlife from living quarters; the pickup of stray biting animals, including wildlife; the pickup of injured stray dogs and cats; the pickup of animals from the scene of an arrest or other required removal of the owner; and the pickup of aggressively behaving stray dogs. Requests for emergency services pertaining to livestock will be at the discretion of the Board of Health.

Response to all service calls shall be as soon as possible, based on the circumstances of the situation and the priority of the call as determined by representatives of the Board of Health

All request for service calls shall be authorized by a representative designated by the Municipality.

The representative(s) named below is/are authorized by the Municipality to approve requests for service: (please type or print legibly)

During Business Hours: <u>8</u> a.m. to <u>5</u> p.m.	<u>JOSEPH URBANIK CSO</u> Name	<u>Chief Michael Gillette</u> Phone
After Business Hours:	<u>ANY SHIFT SUPERVISOR</u> Name	<u>847-546-8112</u> Phone

2. ANIMAL BITES

Upon becoming aware of an animal bite to a human or to another animal, the Municipality shall notify the Board of Health. The Municipality shall direct the biting animal owner, keeper or harbinger to contact the Board of Health to confirm the requirements for confining the animal for rabies observation, as specified in the Illinois Animal Control Act and Lake County Code of Ordinances Chapter 172. A report of the animal bite, on a form supplied by the Board of Health, shall be completed by the Municipality and submitted to the Board of Health within 24 hours.

The Board of Health shall provide support to the Municipality in the enforcement of the provisions of the Illinois Animal Control Act that pertain to biting animal investigations when requested.

3. IMPOUNDMENT

In accordance with Section 1, the Board of Health shall impound animals apprehended within the Municipality's boundaries. The Board of Health shall provide rabies observation by a licensed veterinarian for animals that have bitten and are impounded at the Lake County Animal Shelter.

4. ANIMAL CRUELTY AND NEGLECT INVESTIGATIONS

At the request of the Municipality, the Board of Health shall provide assistance in the investigation of animal cruelty and/or neglect. Animals seized in accordance with the Illinois Humane Care for Animals Act shall be housed at the Lake County Animal Shelter pending the disposition of the Court, or relinquishment by the owner. All boarding fees shall be the responsibility of the Municipality pending the disposition or relinquishment.

5. ANIMALS NOT RETURNED TO OWNERS

In accordance with the applicable State of Illinois statute(s) and Lake County Code of Ordinances, Chapter 172, the Board of Health shall provide humane disposal or release/transportation to a licensed animal shelter, rescue group or adoption facility of unclaimed animals that are apprehended within the Municipality's limits and impounded at the Lake County Animal Shelter.

6. EDUCATION

The Board of Health shall, at no cost, provide the Municipality with educational programs and/or materials on: animal bite reporting and prevention; animal cruelty and neglect investigations; and proper and humane care and treatment of animals which may be directed towards youth, public officials, or the general public.

7. ANIMAL CARE AND CONTROL ORDINANCE(S)

In carrying out the terms of this agreement, the Board of Health shall only enforce the provisions of the Lake County Code of Ordinances. The Board of Health will not enforce provisions of any ordinance or code adopted by the Municipality that are not included in the Lake County Code of Ordinances.

8. PAYMENT OF FEES FOR SERVICES

Except as specified in this section, fees for services provided by the Board of Health shall be assessed as established by the Lake County Animal Care and Control Fee Schedule, as amended from time to time.

The Board of Health and the Municipality agree that, if a Municipality **does not** operate an Animal Control Program or provide Animal Control Services, (i.e., does not employ animal wardens or community service officers who respond to animal related complaints as a normal job function) no fees shall be assessed to the Municipality for the following services: the removal of wildlife from living quarters; the pickup of stray biting animals, including wildlife; the pickup of injured stray dogs and cats; the pickup of stray dogs.

On a monthly basis, the Board of Health shall submit a statement to the Municipality listing the services provided during the previous month. Payments shall be made monthly by the Municipality to the Board of Health.

9. EFFECTIVE DATE

This agreement shall be effective on the date of signing by both parties and shall remain in force thereafter without further action, but may be terminated by either party as provided in Section 10.

10. TERMINATION CLAUSE

In the event that either party wishes to terminate this Agreement for any cause, including the lack of payment of fees for services, notification must be presented in writing and delivered either in person or by certified mail to the other party. The party requesting termination shall give thirty (30) days notice of the date of termination.

11. SEVERABILITY

If any section, subsection, subdivision, paragraph, sentence, clause, or phrase in this agreement, or any part thereof, is for any reason held to be invalid by a court of competent jurisdiction, that decision shall not affect the validity of the remaining portions of this agreement.

12. INDEMNIFICATION

The Municipality agrees to hold the County of Lake harmless and indemnify the County of Lake for any actions or omissions committed by the Municipality, its agents and/or employees.

LAKE COUNTY BOARD OF HEALTH

CITY/VILLAGE OF: Round Lake

By: _____
President Date

By: _____
Mayor/President Date

Attest:

Executive Director Date

Attest:

Village Clerk Date

**LAKE COUNTY HEALTH DEPARTMENT AND COMMUNITY HEALTH CENTER
ANIMAL CARE AND CONTROL FEES SCHEDULE**

MUNICIPAL CONTRACT SERVICE FEES

Service visit (per warden/hour)	\$50
After hours service visit (per warden/hour)	\$200
Transportation of Livestock (per animal)	\$75
Disposal of cat brought to the Animal Care and Control Facility or picked up at a secure municipal location	\$35
Disposal of cat picked up at a location other than a secure municipal location	\$85
Disposal of owned animal	\$35
Disposal of wild animal brought to the Animal Care and Control Facility	\$20
Disposal of wild animal apprehended in municipality	\$100
Dog or Livestock Boarding Cost (per animal/day)	\$15
Cat Boarding Cost (per animal/day)	\$10
Miscellaneous Pet Boarding (per animal/day)	\$5
Euthanasia of cat	\$35
Removal of animal(s) through court ordered eviction (per warden/hour)	\$50
Euthanasia of dog	\$100
Service visit to municipality without contract (per warden/hour)	\$200



VILLAGE OF ROUND LAKE
AGENDA ITEM SUMMARY

TITLE: LIQUOR LICENSE VILLAGE CODE CHANGES

Agenda Item No. COTW

Executive Summary:

The Village Code was amended for/by:

1. Adding a Class A-1 license that would have different permitted hours of sale different than that of an Class A.
2. Adding Class RP for a restaurant to sell unopened, for consumption off premises, alcoholic beverages (i.e. – wine).
3. Revamping the permitted hours of sales section of the Village to clarify such permitted hours and to list the hours by license type.

Recommended Action:

Discuss the Adoption of an Ordinance Amending the Village Code Regarding Hours of Sale for Liquor Licensees

Committee: -	Meeting Date: 2/1/16																														
Lead Department: Administration	Presenter: Steven J. Shields, Village Administrator																														
Item Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Account(s)</th> <th style="width: 25%;">Budget</th> <th style="width: 25%;">Expenditure</th> </tr> </thead> <tbody> <tr> <td>xx-xx-xx-xxxxx</td> <td style="text-align: center;">-</td> <td></td> </tr> <tr> <td>Item Requested</td> <td></td> <td></td> </tr> <tr> <td>Y-T-D Actual</td> <td></td> <td></td> </tr> <tr> <td>Amount Encumbered</td> <td></td> <td></td> </tr> <tr> <td> </td> <td></td> <td></td> </tr> <tr> <td style="text-align: right;">Total:</td> <td style="text-align: right;">\$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>-</td> <td></td> </tr> <tr> <td style="text-align: right;">Over</td> <td>-</td> <td></td> </tr> </tbody> </table>	Account(s)	Budget	Expenditure	xx-xx-xx-xxxxx	-		Item Requested			Y-T-D Actual			Amount Encumbered						Total:	\$0.00	\$0.00	Request is over/under budget:			Under	-		Over	-	
Account(s)	Budget	Expenditure																													
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Total:	\$0.00	\$0.00																													
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Under	-																														
Over	-																														
<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>																															

ORDINANCE NO. 15-O-_____

**AN ORDINANCE AMENDING THE VILLAGE CODE
REGARDING HOURS OF SALE FOR LIQUOR LICENSEES**

WHEREAS, the Village President and Village Board of Trustees (collectively “Board of Trustees”) desire to amend Section 5.32.060 of the Round Lake Village Code to create a new liquor license classification; and

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

SECTION ONE: That Section 5.32.060 – “Classes of licenses and fees” of the Round Lake Village Code, as amended, is hereby further amended by deleting the text of said section in the manner and form shown in strikethrough type below and inserting therein such new text in the manner and form shown in underlined, bold type below, so that said Section 5.32.060 shall hereafter provide as follows:

5.32.060 - Classes of licenses and fees.

Licenses permitting the sale at retail of alcoholic liquor shall be of the following classes:

- A. Class A license (tavern with full liquor packaged goods) which shall authorize the retail sale on the premises specified and the retail sale in packages for consumption off the premises of alcoholic liquors, spirits, wines, beer, ale, or other liquids containing more than one-half of one percent of alcohol by volume for beverage purposes. The fee for such license shall be one thousand two hundred dollars (\$1,200.00) per year.
- B. Class A-1 license (tavern with full liquor packaged goods, limited hours) which shall duplicate Class A licenses in all regards except that Class A-1 licenses shall have different permitted hours of sale as set forth in section 5.32.190. The fee for such license shall be one thousand two hundred dollars (\$1,200.00) per year.**
- ~~B~~C. Class B license (packaged goods - full liquor) which shall authorize the retail sale in unopened packages for consumption off the premises of alcoholic liquors, spirits, wines, beer, ale, or other liquids containing more than one-half of one percent of alcohol by volume for beverage purposes. The fee for such license shall be one thousand two hundred dollars (\$1,200.00) per year.
- ~~C~~D. Class B-1 license (packaged goods - beer and wine) which shall authorize the retail sale in unopened packages for consumption off the premises of beer and wines, but no other liquids containing more than one-half of one percent of alcohol by volume for beverage purposes. The fee for such license shall be one thousand two hundred dollars (\$1,200.00) per year.

- ~~DE~~. Class B-2 (restaurant - beer and wine) which shall authorize the retail sale and serving of beer, ale or wine containing more than one-half of one percent of alcohol by volume for beverage purposes, when sold and served as an incidental part of a restaurant food service on the premises. The fee for such license shall be the sum of one thousand two hundred dollars (\$1,200.00) per year.
- ~~EF~~. Class B-3 (restaurant - full liquor) which shall authorize the retail sale and serving of alcoholic liquors, spirits, beer, ale, wine or other liquids containing more than one-half of one percent of alcohol by volume for beverage purposes, when sold and served as an incidental part of a restaurant food service on the premises. The fee for such license shall be the sum of one thousand two hundred dollars (\$1,200.00) per year.
- ~~FG~~. Class C license (non-profit clubs) which shall authorize the retail sale on the premises only of alcoholic liquors, spirits, wines, beer, ale, or other liquids containing more than one-half of one percent of alcohol by volume for beverage purposes, when sold and disbursed by a club chartered by the state of Illinois under the Not For Profit Corporation Act. The fee for such license shall be the sum of one thousand two hundred dollars (\$1,200.00) per year.
- ~~GH~~. Class C-1 license (catering) which shall authorize the retail sale and serving of alcoholic liquors, spirits, wines, beer, ale, or other liquids containing more than one-half of one percent of alcohol by volume for beverage purposes, when sold and served as an incidental part of a catering food service that serves prepared meals, which excludes the serving of snacks as the primary meal, either on or off site, when licensed by the Illinois Liquor Control Commission for such purposes. The fee for such license shall be the sum of one thousand two hundred dollars (\$1,200.00) per year.
- ~~HI~~. Class D license (special event/temporary license) which shall authorize the retail sale on the premises specified of alcoholic liquors, spirits, wines, beer, ale or other liquids containing more than one-half of one percent of alcohol by volume for beverage purposes. Class D licenses may be issued to otherwise unlicensed applications for specific events which take place on not more than three consecutive days. In no event shall any one applicant be granted a Class D license on more than six separate occasions in any calendar year. The liquor commissioner shall specify the name and the date(s) of the event, and hours of operation on each Class D license. Class D license shall be valid only for the event, dates and hours specified. The fee for each Class D license shall be fifty dollars (\$50.00).
- ~~IJ~~. Class D-1 license (special village sponsored event license) which shall authorize the retail sale on the premises location specified by the village of alcoholic liquors, spirits, wines, beer, ale or other liquids containing more than one-half of one percent of alcohol by volume for beverage purposes when sold for not more than a forty-eight-hour period in conjunction with a special village sponsored event. Class D-1 licenses may be issued only to a person or entity already holding a valid liquor license issued by the village and then only for the dates, place and special event designated by the village in advance but in no event shall the

applicant be permitted more than one such license during any forty-eight-hour period. The fee for such license shall be one hundred fifty dollars (\$150.00) for each such forty-eight-hour period designated in advance or thereafter added to the license privilege.

~~J~~**K.** Class F license (annual twenty-six (26) intermittent date license) which shall authorize the retail sale on the premises and for the consumption on the premises of alcoholic liquor, spirits, wines, beers, ale or other liquids containing more than one-half of one percent of alcohol by volume for beverage purposes when sold by a resort park for not more than twenty-six (26) special events per year during the hours permitted under this chapter. In addition, this license is issued only if the following conditions are complied with:

1. The applicant has complied with all ordinances and laws of the village, the county of Lake when applicable and the state of Illinois and obtains a state liquor license;
2. That the fee of one thousand dollars (\$1,000.00) per annum is paid in advance and is accompanied with a list of the dates on which the special events are to be scheduled;
3. That licensee shall not advertise the sale of products licensed under this chapter at any location that is on other than the resort property for which this license is issued and at locations on the premises not seen or viewed from public or other properties;
4. In the event licensee desires to change one of the event dates, then an application for each change shall be made not less than thirty (30) days prior to the scheduled date, giving the reasons for the requested change and accompanied by a fee of fifty dollars (\$50.00). The scheduled event date cannot be changed except upon permission of the village liquor control commission;
5. Licensee shall provide dram shop insurance in the minimum amounts required by state of Illinois law for each scheduled event.

~~K~~**L.** Late-hour license which shall authorize the holder of a class ~~a~~ **A** license, a Class B-2 license or a Class B-3 license an additional privilege to remain open and permit the sale of alcoholic liquor for an extended period ~~until three a.m. on Saturdays and Sundays~~ **as shown in Section 5.32.190 below**, and subject to the provisions of Section 5.32.065 of this chapter governing a late-hour license. The fee for such license shall be as follows:

1. The fee for a late-hour license shall be one hundred dollars (\$100.00) per year, or any part thereof, except as provided in subsection 2 below.
2. For a late-hour license applicant who is a holder of a Class A license, ~~or a Class B-2 license,~~ **or a Class B-3 license** on April 30, 2012 ("2012 license holder"), there shall be no fee imposed. There shall continue to be no fee imposed for late-hour license renewals for any 2012 license holder who holds a late hour license without it being suspended, revoked or denied. In

the event a 2012 license holder applies for a late-hour license and such application is denied, the fee shall be imposed upon such license holder for any and all subsequent applications or renewals.

M. Class RP—(Restaurant Package Goods) which shall authorize the holder of a Class B-2 or B-3 License to sell at retail in original, unopened packages for consumption off the premises those alcoholic liquors which are authorized to be sold under the holder’s respective B-2 or B-3 License. The fee for such license shall be six hundred (\$600) per year.

SECTION TWO: That Section 5.32.190 – “Closing hours” of the Round Lake Village Code, as amended, is hereby further amended by deleting the text of said section in the manner and form shown in strikethrough type below and inserting therein such new text in the manner and form shown in underlined, bold type below, so that said Section 5.32.190 shall hereafter provide as follows:

5.32.190 - ~~Closing hours~~ Permitted Hours of Sale.

~~With the exception of late hour license holders, no person licensed as a retailer of alcoholic liquor shall sell, permit to be sold, or give away any alcoholic liquor between the hours of two a.m. and six a.m. on Mondays, Tuesdays, Wednesdays, Thursdays, Fridays or Saturdays, nor between two a.m. and seven a.m. on Sundays. It is unlawful to have licensed premises open for business or to admit the public to such premises during restricted hours. This shall not prohibit clubs from admitting members nor restaurants from admitting the public nor grocery stores licensed to sell alcoholic liquor for off premises consumption only from admitting the public; provided, that this right to remain open for other activities shall not grant any right to sell, permit to be sold, or to give away alcoholic liquors during the aforesaid restricted hours.~~

A. Permitted Hours of Sale. Subject to the provisions of paragraph B the permitted hours of sale of alcoholic liquor for each class of liquor license shall be as set forth in the table below.

<u>CLASS OF LICENSE</u>	<u>PERMITTED HOURS OF SALE</u>
<u>A, B, B-1, B-2, B-3, C, C-1, D, D-1, F</u>	<u>Monday through Saturday: 6:00 a.m. to 2:00 a.m.</u> <u>Sunday: 7:00 a.m. to 2:00 a.m.</u>
<u>A-1</u>	<u>Sunday through Thursday: 7:00 a.m. to 11:00 p.m.</u> <u>Friday, Saturday: 7:00 a.m. to 12:00 a.m.</u>
<u>Late Hour</u>	<u>Friday, Saturday 6:00 a.m. to 3:00 a.m.</u>

<u>CLASS OF LICENSE</u>	<u>PERMITTED HOURS OF SALE</u>
<u>RP</u>	<u>Monday through Saturday: 6:00 a.m. to 11:00 p.m.</u> <u>Sunday: 7:00 a.m. to 11:00 p.m.</u>

All closing times above which are stated in the A.M. shall refer to the early morning of the day following the opening time. For example, when open on Fridays, a Class A licensee must cease selling alcoholic liquor by 2:00 A.M. Saturday morning.

B. Class A and A-1 and Late Hour licensees may not be open for business for any purpose outside of the permitted hours of sale set forth above.

SECTION THREE: That the Village Clerk is directed hereby to publish this Ordinance in pamphlet form, pursuant to the Statutes of the State of Illinois.

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

APPROVED:

Daniel A. MacGillis, Village President

ATTEST:

Patricia C. Blauvelt, Village Clerk

PASSED: _____, 2015

APPROVED: _____, 2015

AYES:

NAYS:

ABSENT:

Published in Pamphlet Form: _____, 2015