

AGENDA  
VILLAGE OF ROUND LAKE  
COMMITTEE OF THE WHOLE MEETING  
February 6, 2017  
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 16, 2017

3. PUBLIC COMMENT

4. COMMITTEE OF THE WHOLE

- Community Development
- Human Resources and Finance
- Public Works, Facilities and Capital Assets, and Engineering
  - Easement for a Water Main System (Raymond Park)
  - Cedar Lake Road Intergovernmental Agreement with Lake County
  - Public Utility Easement – 420 Greenwood Drive
  - Proposal for Street Light Upgrade Reimbursement
  - Lighting at Lift Stations
  - ESRI License Renewal
  - Repairs to Lift Stations
  - 700 Railroad Avenue Controlled Burn
- Building and Zoning
- Special Events
- Police
  - Paper Shredder
- Administration

5. SUGGESTED NEW TOPICS

6. EXECUTIVE SESSION

7. ADJOURN

MINUTES  
VILLAGE OF ROUND LAKE  
COMMITTEE OF THE WHOLE MEETING  
January 16, 2017  
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 7:17 P.M.

1. ROLL CALL

Present: Trustees Foy, Frye, Kraly, Mandelman, Patel

Absent: Trustee Newby

2. APPROVAL OF MINUTES

2.1 Approve the Minutes of the Committee of the Whole Meeting of December 19, 2016

Trustee Frye moved, Seconded by Trustee Foy, to approve the Minutes of the Committee of the Whole Meeting of December 19, 2016. Under discussion, Trustees Kraly and Mandelman abstained. The remaining Trustees had a unanimous voice vote; the Mayor declared the motion carried

3. PUBLIC COMMENT

NONE

4. COMMITTEE OF THE WHOLE

- Community Development
- Human Resources and Finance
  - Investment Policy Authorized Financial Institution Changes  
Finance Director Wayde Frerichs discussed updating the authorized financial institutions list which was last updated June 2012. He stated several institutions have changed or are changing names as a result of mergers and acquisitions. He is recommending not making any changes to the investment policy other than updating the current list of authorized financial institutions that the Village can deposit public funds or do business with.

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

- Ratification of Postage Machine Contract  
FD Frerichs is requesting the ratification of a signed contract with Pitney Bowes for the rental of the Village Hall Postage meter. He stated the new lease will be 36 months versus 60 months, the equipment and service level remain the same and there is a slight price increase.

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

- Public Works, Facilities and Capital Assets, and Engineering
- Building and Zoning
- Special Events
- Police
  - Surplus Property

Police Chief Gillette requested authorization to dispose of Village owned surplus property through public on-line auction through Obenauf Auction Service. The surplus property consists of three police vehicles and Riverside self-priming trash pump from the public works area

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

- Administration
  - Northwest Lake County Wholesale Policy Advisory Committee Representatives

Village Administrator Shields stated that the Sewage Disposal Agreement with Lake County requires that the representative and alternate representative of each member of the Northwest Lake County Wholesale Policy Advisory Committee be an elected official or administrative official from the member and be approved by resolution. This resolution flips the current representation and now makes the Village Administrator the primary representative and the Mayor the alternate representative of the Northwest Lake County Wholesale Policy Advisory Committee

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

- Prosecutor Appointment

VA Shields recommended having interim Village Prosecutor, LaLuzerne Smith LTD, become the Village Prosecutor. LaLuzerne & Smith, LTD served as the Village Prosecutor from 1989 to 2013. He stated there have been no issues while La Luzerne & Smith LTD served as interim Village Prosecutor.

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

- False Alarm Fee Changes

VA Shields recommended that the false alarm fees be lowered to more closely match those of the surrounding communities and make any other changes to the Village Code Chapter 8.14 - Security Alarm Systems as needed.

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

- Strategic Planning

VA Shields introduced Mike Blue from Teska Associates, our Village Planners. Mr. Blue stated the next step in the Managements Overall Vision Evaluation (MOVE) is the Strategic Planning process. He stated that the comprehensive plan had been approved in January 2016 by the board. A strategic vision is essential because it helps determine where an organization wants to go, how it will get there and how it will measure progress toward that goal. Trustee Patel mentioned that an offsite meeting would be beneficial to have open and free exchange of ideas and that everyone is on the same page in unity. The Mayor stated that he envisions the Village Board being

more engaged working on things other than just going to board meetings and it's been a long process from four years ago. It was mentioned staff would prefer to use Teska for the strategic planning process since they compiled and prepared the Villages comprehensive plan and it would provide a cohesive conduit between the two processes.

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

5. SUGGESTED NEW TOPICS  
NONE

6. EXECUTIVE SESSION  
NONE

7. ADJOURN  
Motion by Trustee Patel, Seconded by Trustee Mandelman to adjourn the Committee of the Whole meeting at 7:42 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: EASEMENT FOR A WATER MAIN SYSTEM  
 (RAYMOND PARK)**

**Agenda Item No. COTW**

*Executive Summary*

Staff recommends accepting an easement agreement with the Round Lake Park District for a permanent easement and temporary easement at Raymond Park for the purpose of constructing a second CLCJAWA connection point, pumping station and water main connection. The easement agreement and plat are attached. The Park District is expected to discuss and vote on the easement agreement at their February 9<sup>th</sup> Board Meeting.

*Recommended Action*

Approve an easement agreement with the Round Lake Park District for a permanent easement and temporary easement at Raymond Park.

<b>Committee:</b> PW/F&CA and Engineering	<b>Meeting Date(s):</b> 02/06/17																															
<b>Lead Department:</b> Public Works	<b>Presenter:</b> Adam Wedoff, Director of Public Works																															
<b>Item Budgeted:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A  If amount requested is over budget, a detailed explanation of what account(s) the overage will be charged to will be provided in the Executive Summary or attached detail.	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Account(s)</th> <th style="text-align: right;">Budget</th> <th style="text-align: right;">Expenditure</th> </tr> </thead> <tbody> <tr> <td>Other Items</td> <td style="text-align: right;">\$0.00</td> <td></td> </tr> <tr> <td>Item Requested</td> <td style="text-align: right;">\$0.00</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>YTD Actual</td> <td></td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Amount Encumbered</td> <td></td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td style="text-align: right;">\$0.00</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td colspan="3">Request is over/under budget:</td> </tr> <tr> <td style="text-align: right;">Under</td> <td colspan="2" style="text-align: center;">-</td> </tr> <tr> <td style="text-align: right;">Over</td> <td colspan="2" style="text-align: center;">-</td> </tr> </tbody> </table>	Account(s)	Budget	Expenditure	Other Items	\$0.00		Item Requested	\$0.00	\$0.00	YTD Actual		\$0.00	Amount Encumbered		\$0.00					\$0.00	\$0.00	Request is over/under budget:			Under	-		Over	-		
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Request is over/under budget:																																
Under	-																															
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**PREPARED BY AND AFTER  
RECORDING RETURN TO:**

Tressler LLP  
233 South Wacker Drive  
22nd Floor  
Chicago, IL 60606  
ATTN: Luke Glisan

**EASEMENT FOR A WATER MAIN SYSTEM**

THIS EASEMENT FOR A WATER MAIN SYSTEM (this “**Agreement**”) is made and entered into this [redacted] day of [redacted], 2017, by and between the ROUND LAKE AREA PARK DISTRICT, an Illinois park district organized and existing under the Illinois Park District Code, 70 ILCS 1205/1 *et. seq.*, with an address of 814 Hart Road, Round Lake, Illinois 60073 (“**Grantor**”), and the VILLAGE OF ROUND LAKE, an Illinois non-home rule unit of local government, with an address of 442 North Cedar Lake Road, Round Lake, IL 60073 (“**Grantee**” or “**Village**”).

**RECITALS:**

A. Grantor is the owner of certain real property commonly known as Raymond Park (the “**Grantor Property**”) and more thoroughly described on Exhibit A attached hereto and made a part hereof by this reference.

B. Village desires to develop, redevelop and improve a water main system which serves the residents of the Village.

C. Grantor desires to grant to Grantee, and Grantee desires to accept from Grantor, upon and subject to the terms and conditions herein provided, a perpetual, permanent and non-exclusive easement over, across, and through certain portions of the Grantor Property: generally consisting of part of the eastern portion of the Grantor Property (the “**Permanent Easement Area**”), more specifically depicted on Exhibit B, for the purpose of installing, constructing, maintaining, operating, supervising, policing, repairing and/or replacing the water main system together with a right of ingress, egress, and access thereto; and

D. Given the need to construct and install the water main system on the Permanent Easement Area, Grantor further desires to grant to Grantee, and Grantee desires to accept from Grantor, upon and subject to the terms and conditions herein provided, a temporary construction and access easement over, across, and through those portions of the Grantor Property reasonably necessary for the installation, staging, and construction of the water main system to be installed

and constructed on the Permanent Easement Area (the “**Temporary Easement Area**”), more specifically depicted on Exhibit B.

**NOW, THEREFORE**, in consideration of the foregoing recitals, the sum of Ten and No/100 Dollars (\$10.00), the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee hereby covenant and agree as follows:

1. Recitals Incorporated by Reference. The provisions of the aforestated recital paragraphs are by this reference herein incorporated and made a part hereof, the same as if they had been fully set forth in the text of this Agreement.

2. Grant of Maintenance Easement. Subject to the terms of this Agreement, Grantor hereby grants and conveys to Grantee, and Grantee’s successors and assigns, for the purposes herein stated and for no other purpose, a perpetual, permanent and non-exclusive easement (the “**Maintenance Easement**”) over, across, and through the Permanent Easement Area for the purpose of installing, constructing, maintaining, operating, supervising, policing, repairing, and/or replacing a water main system (including, without limitation, drainage, pumps, pipes, gauges, fencing and signage in connection therewith), together with a right of ingress, egress and access thereto.

3. Construction, Maintenance, Operation, Repair, and Policing of Water Main System. Village shall bear the sole obligation and responsibility and all of the costs to design, construct, make capital improvements, maintain, operate, and repair the water main system and shall keep and maintain the same in good condition and repair at all times. Notwithstanding the foregoing, Grantor shall bear the sole obligation and responsibility and all of the costs to mow and maintain any grass and/or ground cover located in the Permanent Easement Area, service and maintain any trash receptacles and picnic tables which are owned by the Grantor located in the Permanent Easement Area, and maintain, shape and groom any landscaping and trees that are on the Permanent Easement Area whether or not the same have been planted by Grantee or not. Any trees planted by Grantee as “Screening” around the building(s) shall be replaced by Grantee at the sole cost of the Grantee if any of these trees do not survive for any reason for the entire duration of this agreement. All such construction, installation, maintenance, operation, supervision, replacement and/or repair performed by or at the direction of the Grantee shall be subject at all times to any and all laws, statutes, ordinances, codes, rules and regulations (collectively, “**Laws**”) applicable thereto. Grantee agrees to give Grantor reasonable notice prior to initially entering upon the Grantor Property for the purpose of commencing the initial installation and construction of the water main system. Grantee must provide, or cause to be provided, to Grantor copies of any and all engineering plans related to the water main system prior to constructing the same. Except under emergency circumstances, Grantee shall provide or cause to be provided copies of such plans to Grantor no later than two (2) weeks prior to a planned commencement of work on the water main system.

4. Grant of Temporary Construction and Access Easement. Subject to the terms of this Agreement, Grantor hereby grants and conveys to Grantee, and Grantee’s successors and assigns, for the purposes herein stated and for no other purpose, a temporary construction and access easement (the “**Temporary Construction and Access Easement**”) over, across, and

through Temporary Easement Area for the purpose of installing, staging, and constructing the water main system. The term of the Temporary Construction and Access Easement shall be for three (3) years from the date of this Agreement. In the event construction of the water main system is not completed within the three (3) years, the term of the Temporary Construction and Access Easement shall be extended upon the mutual agreement of the parties until construction is completed.

5. Construction and Maintenance of the Water Main System. Grantee shall bear the obligation, responsibility and all costs to design, install, and construct the water main system. Grantee shall also be responsible for:

- a. Moving, restoring and/or replacing any existing walkway or recreational trail which would be in conflict with the water main system or the construction of the water main system to a location mutually acceptable to both parties;
- b. Moving, restoring and/or replacing any of Grantor's property, plants or grass on Grantor Property that would conflict with the construction of the water main system to a location mutually acceptable to both parties; and
- c. Planting a tree screening around the building(s) constructed on the Permanent Easement Area as part of the water main system; and
- d. Taking all reasonable precautions to avoid injury or harm to any trees not dedicated for removal or replacement while Grantee constructs or repairs Grantee's water main system.

6. Damage to Grantor's or Grantee's Property or Improvements: Restoration. Upon completion of any work in the Permanent Easement Area by Grantee, Grantee shall, to the extent reasonably necessary, and at Grantee's sole cost and expense, promptly restore and resurface any portion of the Grantor Property and Permanent Easement Area which is damaged or destroyed as a result of Grantee's work to substantially the same condition as existing prior to commencement of such work. In the event that the Grantor performs any work in the Permanent Easement Area which damages the water main system then Grantor, at Grantor's sole cost and expense, shall repair such damage after consulting with Grantee to ensure that such repairs are performed according to the engineering plans and the Laws.

7. Covenants Run with Land. All provisions of this Agreement, including the benefits and burdens hereof, shall run with the land and shall be binding upon and inure to the benefit of all parties having or acquiring any right, title or interest in or to any portion of, or interest or estate in, the Permanent Easement Area or the Grantor Property.

8. Release of Claims; Indemnity. As a condition of the rights granted to Grantee by this Agreement, Grantee shall, for itself and for those claiming by or through Grantee, and to the fullest extent permitted by law, hold harmless, indemnify, and defend Grantor, its commissioners, officers, agents, attorneys, employees, contractors, successors and assigns (collectively, the "**Grantor Indemnities**"), from and against any and all losses, liabilities, expenses, claims, costs, causes, actions, litigation costs, attorneys' fees, suits, and damages (collectively, "**Claims**") relating to personal or bodily injuries, death or damages or injuries to property arising from, occurring, growing out of, incident to, relating to or otherwise resulting directly or indirectly from the grant of the Maintenance Easement, except to the extent any such

Claims arise from acts or omissions for which the Grantor Indemnities (or any of them) are liable under the laws of the State of Illinois, and including, without limitation, litigation costs and reasonable attorneys' fees. Grantee shall promptly notify Grantor in writing of any Claims or potential Claims against Grantor of which Grantee becomes aware or otherwise has notice, and in no event more than thirty (30) days after Grantee first becomes aware or otherwise has notice of such Claims. Grantee's obligations under this Paragraph 8 shall be in addition to, and shall not be limited or waived by the availability or unavailability of, any insurance, including insurance provided by contractors of Grantee, or insurance provided by Grantee.

9. Covenants of Grantee. Grantee covenants and agrees not to transfer, assign, license or permit any other party or entity any right or interest of Grantee under this Agreement other than to any governmental successors or assigns of Village. Further, after the Village of Round Lake has assigned its rights, responsibilities and obligations hereunder to another governmental unit, the Village of Round Lake shall no longer have any rights, responsibilities or obligations under this Agreement and Grantor and the public will look solely to the assignee for the same.

10. Covenants of Grantor. Grantor covenants and warrants that it holds good title to the Grantor Property and has the authority to enter into this Agreement. Grantor further covenants and warrants that there are no matters, claims, interests, or encumbrances either of record, or not of record, would prohibit the Grantee's purposes recited in Paragraphs 2 and 4 of this Agreement.

12. Insurance. Grantee shall procure, maintain and keep, or shall cause each Grantee's contractors to so procure, maintain and keep, in full force and effect for the entire time that the initial construction and installation of the water main system and related installations is ongoing hereunder (and at such time or times as the Grantee or any of Grantee's contractors shall thereafter enter the Permanent Easement Area for the purpose of performing any maintenance, improvement, repair or replacement of the walkway or recreational trail and related installations, or any portion thereof), at no cost or expense to Grantor, all insurance necessary to protect and save harmless Grantor, the Permanent Easement Area, and Grantor Property. Notwithstanding the foregoing, Grantee may maintain a self-insurance retention or coverage through a risk management pool as primary coverage hereunder. Without limiting the foregoing obligation, the Grantee shall comply with and maintain the following minimum insurance requirements: commercial general liability insurance, on an occurrence basis, in the minimum amount of at least Two Million Dollars (\$2,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate. All insurance of the Grantee shall be primary and non-contributory, except with respect to damages to the Grantee that result from the Grantor's sole negligence and willful and wanton misconduct, and shall specifically cover the Grantee's indemnification obligations under Section 8 of this Agreement. Any insurance of the Grantor shall be on an excess basis except as otherwise provided in this Agreement. The Grantee shall name the Grantor Indemnities as additional insureds on the insurance policies required under this Section. The Grantee waives any right of subrogation that it or any of its insurers may have against the Grantor Indemnities.

13. Compliance with Laws. This Agreement does not abrogate or supersede any Laws requiring Grantee to obtain permits, licenses, inspections or approvals related to the construction, maintenance or operation of a water main system.

14. Integration. This Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties hereto relating to the subject matter hereof.

15. Notices. Unless otherwise expressly provided herein, any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally, by overnight courier or sent by certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

To Grantee: Village of Round Lake  
442 North Cedar Lake Road  
Round Lake, IL 60073  
Attn: Village Administrator  
Tel: (847) 546-5400

To Grantor: Round Lake Area Park District  
Robert W. Rolek Community Center  
814 Hart Road  
Round Lake, Illinois 60073  
Attn: Executive Director  
Tel: (847) 546-8558

or such other address or person as either party from time to time shall designate by written notice to the other. Personal delivery shall include delivery by commercial messenger service or overnight courier. Service by mail shall be deemed effective on the earlier of (i) actual receipt or (ii) three (3) business days after posting.

16. Transfer of Permanent Easement Area and Grantor Property. In the event of any sale, assignment, transfer, conveyance or encumbrance of Grantor's fee simple title to the Grantor Property, or any portion thereof, such sale, assignment, transfer, conveyance or encumbrance shall be subject in all cases to the terms of this Agreement and any applicable Laws. The term "Grantor" as used herein shall mean the party or parties owning the fee simple interest in and to the Grantor Property and Permanent Easement Area at any time and from time to time.

17. Entire Agreement; Modification. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and any and all prior or contemporaneous agreements, understandings, representations and statements, whether oral or written, between Grantor and Grantee with respect to the subject matter hereof are merged herein. Grantor and Grantee shall have no right to modify this Agreement except by a mutually acceptable written instrument executed by both parties hereto. In such event, this Agreement shall be modified by a recorded amendment hereto.

18. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same agreement.

19. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois.

20. Severability. If any term, restriction or covenant to this Agreement shall be deemed illegal or unenforceable, all of the terms, restrictions and covenants and the application thereof to all persons and circumstances subject hereto shall remain in effect to the extent permitted by law; and any application of such term, restriction or covenant to other persons or circumstances shall remain in effect to the extent permitted by law.

**[SIGNATURE PAGE TO FOLLOW]**

**IN WITNESS WHEREOF**, Grantor and Grantee have set their hands on the day and year first above written.

**GRANTEE:**

**VILLAGE OF ROUND LAKE,**  
an Illinois non-home rule unit of local government

**ATTEST:**

By: \_\_\_\_\_  
Name: STEVEN J. SHIELDS  
Title: VILLAGE ADMINISTRATOR

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF ILLINOIS        )  
  )       SS  
COUNTY OF LAKE        )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Steven J. Shields, the Village Administrator of the Village of Round Lake, an Illinois non-home rule unit of local government, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act and as the free and voluntary act of the Village of Round Lake, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 2017.

By: \_\_\_\_\_ (SEAL)  
Notary Public

Commission Expires: \_\_\_\_\_

**GRANTOR:**

**ROUND LAKE AREA PARK DISTRICT,**  
an Illinois park district

**ATTEST:**

By: \_\_\_\_\_  
Name: Christine Gentes  
Title: Board President

By: \_\_\_\_\_  
Name: Carl Hauser  
Title: Secretary

STATE OF ILLINOIS        )  
  )       SS  
COUNTY OF LAKE        )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Christine Gentes, the Board President of the Round Lake Area Park District, an Illinois park district, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act and as the free and voluntary act of the Round Lake Area Park District, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 2017.

By: \_\_\_\_\_ (SEAL)  
Notary Public

Commission Expires: \_\_\_\_\_

#676159

**EXHIBIT A**  
**Grantor Property**

OUTLOTS T AND X IN LAKEWOOD GROVE PHASE 2, UNIT 4, BEING A SUBDIVISION OF PARTS OF THE EAST HALF OF SECTION 8, TOWNSHIP 44 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 2003, AS DOCUMENT NUMBER 531186, AND AMENDED BY DOCUMENT RECORDED FEBRUARY 5, 2004 AS DOCUMENT NUMBER 5494003, IN LAKE COUNTY, ILLINOIS.

PIN: 10-08-207-011

**EXHIBIT B**  
**Permanent Easement Area**

THAT PART OF OUTLOT X IN LAKEWOOD GROVE PHASE 2, UNIT 4, BEING A SUBDIVISION OF PART OF THE EAST HALF OF SECTION 8, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 2003 AS DOCUMENT 5311186, DESCRIBED AS FOLLOWS:  
BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 8, SAID EAST QUARTER CORNER BEING ON THE EAST LINE OF SAID OUTLOT X;  
THENCE NORTH 00 DEGREES 09 MINUTES 46 SECONDS EAST ALONG THE EAST LINE OF SAID OUTLOT X, 402.72 FEET TO THE NORTHEAST CORNER OF SAID OUTLOT X;  
THENCE ALONG AN ARC, SAID ARC BEING THE NORTH LINE OF OUTLOT X, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 8125.46 FEET, AN ARC LENGTH OF 63.74 FEET AND A CHORD BEARING NORTH 51 DEGREES 30 MINUTES 02 SECONDS WEST, 63.74 FEET;  
THENCE SOUTH 00 DEGREES 09 MINUTES 46 SECONDS WEST, 442.26 FEET;  
THENCE SOUTH 00 DEGREES 10 MINUTES 03 SECONDS WEST, 57.11 FEET;  
THENCE NORTH 89 DEGREES 49 MINUTES 57 SECONDS WEST, 50.00 FEET;  
THENCE SOUTH 00 DEGREES 10 MINUTES 03 SECONDS WEST, 200.65 FEET TO A POINT ON THE SOUTH LINE OF SAID OUTLOT X;  
THENCE ALONG AN ARC, SAID ARC BEING THE SOUTH LINE OF SAID OUTLOT X, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 407.89 FEET, AN ARC LENGTH OF 103.52 FEET AND A CHORD BEARING NORTH 75 DEGREES 46 MINUTES 50 SECONDS EAST, 103.24 FEET;  
THENCE NORTH 00 DEGREES 10 MINUTES 03 SECONDS EAST ALONG THE EAST LINE OF SAID OUTLOT X, 232.11 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

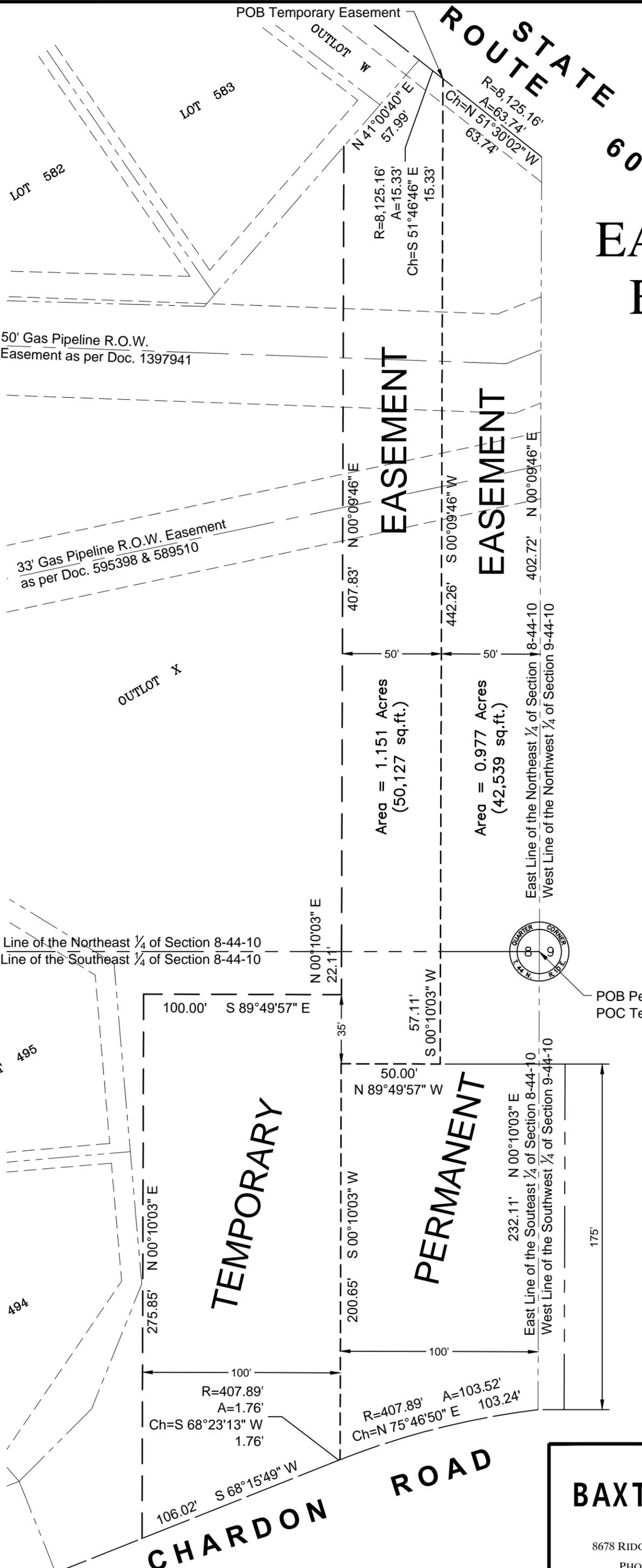
Part of PIN: 10-08-207-011

**Temporary Easement Area**

THAT PART OF OUTLOT X IN LAKEWOOD GROVE PHASE 2, UNIT 4, BEING A SUBDIVISION OF PART OF THE EAST HALF OF SECTION 8, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 2003 AS DOCUMENT 5311186, DESCRIBED AS FOLLOWS:  
COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 8, SAID EAST QUARTER CORNER BEING ON THE EAST LINE OF SAID OUTLOT X;  
THENCE NORTH 00 DEGREES 09 MINUTES 46 SECONDS EAST ALONG THE EAST LINE OF SAID OUTLOT X, 402.72 FEET TO THE NORTHEAST CORNER OF SAID OUTLOT X;  
THENCE ALONG AN ARC, SAID ARC BEING THE NORTH LINE OF OUTLOT X, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 8125.46 FEET, AN ARC LENGTH OF 63.74 FEET AND A CHORD BEARING NORTH 51 DEGREES 30 MINUTES 02 SECONDS WEST, 63.74 FEET TO THE POINT OF BEGINNING;  
THENCE SOUTH 00 DEGREES 09 MINUTES 46 SECONDS WEST, 442.26 FEET;  
THENCE SOUTH 00 DEGREES 10 MINUTES 03 SECONDS WEST, 57.11 FEET;  
THENCE NORTH 89 DEGREES 49 MINUTES 57 SECONDS WEST, 50.00 FEET;  
THENCE SOUTH 00 DEGREES 10 MINUTES 03 SECONDS WEST, 200.65 FEET TO A POINT ON THE SOUTH LINE OF SAID OUTLOT X;  
THENCE ALONG AN ARC, SAID ARC BEING THE SOUTH LINE OF SAID OUTLOT X, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 407.89 FEET, AN ARC LENGTH OF 1.76 FEET AND A CHORD BEARING SOUTH 68 DEGREES 23 MINUTES 13 SECONDS WEST, 1.76 FEET;  
THENCE SOUTH 68 DEGREES 15 MINUTES 49 SECONDS WEST ALONG THE SOUTH LINE OF OUTLOT X, 106.02 FEET;  
THENCE NORTH 00 DEGREES 10 MINUTES 03 SECONDS EAST, 275.85 FEET;  
THENCE SOUTH 89 DEGREES 49 MINUTES 57 SECONDS EAST, 100.00 FEET;  
THENCE NORTH 00 DEGREES 10 MINUTES 03 SECONDS EAST, 22.11 FEET;  
THENCE NORTH 00 DEGREES 09 MINUTES 46 SECONDS EAST, 407.83 FEET TO A POINT ON THE SOUTHEAST LINE OF LOT 583;  
THENCE NORTH 41 DEGREES 00 MINUTES 40 SECONDS EAST ALONG SAID SOUTHEAST LINE, 57.99 FEET TO A POINT ON THE NORTH LINE OF SAID OUTLOT X;  
THENCE ALONG AN ARC, SAID ARC BEING THE NORTH LINE OF OUTLOT X, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 8125.46 FEET, AN ARC LENGTH OF 15.33 FEET AND A CHORD BEARING SOUTH 51 DEGREES 46 MINUTES 46 SECONDS EAST, 15.33 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

Part of PIN: 10-08-207-011

Lakewood Grove Phase 2, Unit 4  
 (Recorded July 22, 2003 as Document 5311186)



# EASEMENT EXHIBIT

**BAXTER & WOODMAN**  
 Consulting Engineers

8678 RIDGEFIELD ROAD • CRYSTAL LAKE, IL 60012  
 PHONE: 815-459-1260 • FAX: 815-455-0450



VILLAGE OF ROUND LAKE  
**AGENDA ITEM SUMMARY**

**TITLE: IGA WITH LAKE COUNTY FOR WORK ALONG CEDAR LAKE ROAD**

**Agenda Item No. COTW**

*Executive Summary*

Staff recommends approving an intergovernmental agreement with Lake County for work along Cedar Lake Road. The agreement is still in draft form and will likely have changes. The scope of the project includes replacement of the culvert under Cedar Lake Road and then the reconstruction and widening of Cedar Lake Road from Nippersink Road south to Route 120. The Village portion of the work includes water main relocation, abandonment of old sanitary sewer main, construction of an eight foot wide multi-use path from Park Ave to Route 120 and stream bank stabilization behind the Cedar Lake lift station.

The work will be designed, bid, awarded and constructed by Lake County. The estimated Village portion of the cost is \$503,235. Lake County is expected to discuss and vote on the IGA after it is approved by the Village. The project is scheduled to be bid in March with construction beginning in May. Construction is anticipated to be substantially complete this calendar year.

*Recommended Action*

Approve an intergovernmental agreement with Lake County for work along Cedar Lake Road.

<b>Committee:</b> PW/F&CA and Engineering		<b>Meeting Date(s):</b> 02/06/17	
<b>Lead Department:</b> Public Works		<b>Presenter:</b> Adam Wedoff, Director of Public Works	
<b>Item Budgeted:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  <b>If amount requested is over budget, a detailed explanation of what account(s) the overage will be charged to will be provided in the Executive Summary or attached detail.</b>	<b>Account(s)</b>	<b>Budget</b>	<b>Expenditure</b>
	Other Items	\$2,722,896.00	
	Item Requested	\$211,442.00	\$503,235.00
	YTD Actual		\$319,069.66
	Amount Encumbered		\$0.00
	50-60-81-88101	\$2,934,338.00	\$822,304.66
	Request is over/under budget:		
	Under		\$2,112,033.34
	Over	-	



600 W. Winchester Road  
Libertyville, IL 60048  
Telephone: 847 377 7400

## **MUNICIPAL UTILITY/FACILITY ACCEPTANCE ON A COUNTY HIGHWAY**

*(Please print or type)*

APPLICANT (Name and address): Village of Round Lake  
442 N. Cedar Lake Road, Round Lake, IL 60073 Telephone Number: (847) 546-5400

being a municipal corporation in the State of Illinois, County of Lake, hereby requests permission from the County Engineer of Lake County to locate and maintain the below described Municipal Utility/Facility within the right-of-way limits of a County Highway in accordance with the Lake County, IL Code of Ordinances, as amended.

This Municipal Utility/Facility is described as follows:

1. **Name of County Highway:** Cedar Lake Road (County Highway 28)
  
2. **Location** (distance from nearest intersection, which side of road, etc.): Along Cedar Lake Road from  
IL Route 120 to Nippersink Road
  
3. **Type of Municipal Utility/Facility** (watermain, sidewalk, etc.): Sanitary sewer and watermain within the  
right-of-way of Cedar Lake Road; sidewalk and bike path on the east side of Cedar Lake Road
  
4. **Utility/Facility to be constructed by:**  Municipal Crews (contact person): \_\_\_\_\_  
 Contractor (name, address, telephone): \_\_\_\_\_  
 Developer (name, address, telephone): \_\_\_\_\_  
 Other (name, address, telephone): Construction via LCDOT improvement project 08-00065-02-RS
  
5. **Comments** (if needed): \_\_\_\_\_

**NOTE: This Acceptance is subject to the General Conditions as printed on the reverse side of this form.  
The Application is only valid when an original signature is provided on page 2.**

**GENERAL CONDITIONS FOR MUNICIPAL UTILITY/FACILITY ACCEPTANCE  
ON A COUNTY HIGHWAY**

1. In submitting this Acceptance, the Municipality agrees to comply with the various policies, conditions and requirements of the Lake County Division of Transportation, whether written or verbal and the Lake County, IL Code of Ordinances, as amended.
2. The Municipality shall supply, at its expense, such information or submittals as may be required for review and to make such changes or revisions as required by the Lake County Division of Transportation.
3. Lack of an immediate response to this application form or any information or submittals supplied for review and/or comment shall not be construed as approval or acceptance by the County Engineer or the Lake County Division of Transportation, nor shall they be held responsible for any costs or delays due to the processing time required.
4. The review of the Municipal Utility/Facility shall be based on the primary use of the County Highway right-of-way for the safe and efficient movement of vehicular traffic and the maintenance and improvements needed to support such primary use.
5. The Lake County Division of Transportation shall not be responsible for providing room within the County Highway right-of-way for the Municipal Utility/Facility.
6. This Acceptance does not relieve the Municipality from complying with any statutes, regulations, ordinances or administrative orders of the Federal, State or County Governments or any political subdivision or administrative agencies that may apply to the Municipal Utility/Facility.
7. The Municipality shall obtain permission from the legal property owner of the County Highway right-of-way where the Municipal Utility/Facility will be located.
8. Unless otherwise stated in the issued Highway Permit, the Municipality and its successors and assigns shall be responsible for the following:
  - a. The operation and maintenance of the Municipal Facility within the County Highway right-of-way. Such operation and maintenance shall include keeping the Municipal Facility in a safe condition for use by the Public, not creating any hazardous conditions, providing any special maintenance which may include cleaning ice and snow from sidewalks or bike paths or additional mowing of adjacent turf areas, making changes or revisions to the Municipal Facility needed because of the maintenance operations of the Lake County Division of Transportation or use of the County Highway right-of-way by the General Public and restoring portions of the County Highway right-of-way disturbed by repairs, maintenance, extensions, service connections, and/or other work done to the Municipal Facility without a Highway Permit being issued.
  - b. Any additional costs to the County of Lake and/or its Division of Transportation for road improvements and/or maintenance work due to the location and/or use of the Municipal Facility within the County Highway right-of-way. Such costs can include adjustments needed to the Municipal Facility to accommodate said road improvements and/or maintenance work and/or damage to County Property and/or equipment.
  - c. For indemnifying, defending and holding harmless the County of Lake and the Lake County Division of Transportation including their elected and duly appointed officials, agents, employees and representatives from and against any and all claims, suits, actions, losses, expenses, damages, injuries, deaths, judgments and demands arising from and relating to the location and/or use of the Municipal Facility within the County Highway right-of-way regardless of any limitations of insurance coverage.
  - d. Other items as specified in the Lake County, IL Code of Ordinances, as amended.
9. If a separate application is made by an Applicant other than the Municipality to construct the Utility/Facility, then the Municipality, by submitting this Acceptance form, hereby acknowledges that it will become the successor or assign of this Applicant for the said Utility/Facility.

ATTEST:

FOR THE MUNICIPALITY:

\_\_\_\_\_  
Municipal Clerk

By: \_\_\_\_\_  
Municipal Mayor/President

Date: \_\_\_\_\_

**AGREEMENT  
BETWEEN THE COUNTY OF LAKE  
AND THE VILLAGE OF ROUND LAKE  
FOR A HIGHWAY IMPROVEMENT PROJECT ALONG  
CEDAR LAKE ROAD (COUNTY HIGHWAY 28) INCLUDING THE CONSTRUCTION  
OF A MULTI-USE PATH, WATERMAIN AND SANITARY SEWER WORK,  
STREAM BANK STABILIZATION, AND GRANTING OF A TEMPORARY  
EASEMENT**

**THIS AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_, by and between the COUNTY OF LAKE, Illinois, an Illinois body politic and corporate, acting by and through its Chair and County Board, hereinafter referred to as the COUNTY, and the VILLAGE of ROUND LAKE, an Illinois Municipal Corporation, acting by and through its Mayor and Board of Trustees, hereinafter referred to as the VILLAGE. The COUNTY and the VILLAGE are hereinafter referred to collectively as “parties” to THIS AGREEMENT, and either one is referred to individually as a “party” to THIS AGREEMENT.

**WITNESSETH**

**WHEREAS**, the COUNTY, in order to facilitate the free flow of traffic and ensure the safety of the motoring public, is desirous of making certain permanent roadway and non-motorized facility improvements along Cedar Lake Road (County Highway 28) from Illinois Route 120 to Nippersink Road (hereinafter IMPROVEMENT). Said IMPROVEMENT shall include, but not be limited to, the reconstruction and widening of Cedar Lake Road, curb and gutter, storm drainage improvements, construction of an eight (8) foot wide multi-use path, watermain and sanitary sewer work and stream bank stabilization. The IMPROVEMENT shall be referred to as County Section 08-00065-02-RS. As of this writing the current letting date for the IMPROVEMENT is March 21, 2017; and,

**WHEREAS**, the IMPROVEMENT is located within the VILLAGE’s corporate limits and the COUNTY has maintenance and jurisdictional authority over Cedar Lake Road; and,

**WHEREAS**, said IMPROVEMENT shall be constructed in substantial conformance with the design engineering plans and specifications prepared for the COUNTY by Crawford, Murphy and Tilly, Inc. (hereinafter PLANS), which by reference herein, hereby become a part hereof. As of this writing, the current PLANS are those dated November 9, 2016 (Pre-Final version); and,

**WHEREAS**, the VILLAGE is desirous that the COUNTY include the construction of an eight (8) foot wide multi-use path, inclusive of the construction of concrete ramps and/or sidewalk with detectable warnings at the intersections of Sweet Clover Road, Wildspring Road, Forest Avenue and Park Avenue at Cedar Lake Road, (hereinafter MULTI-USE PATH) as a municipal facility, within the VILLAGE corporate limits and within a portion of the Cedar Lake Road right-of-way, as part of the IMPROVEMENT for which the VILLAGE shall reimburse the COUNTY as stipulated hereafter; and,

**WHEREAS**, upon completion of the IMPROVEMENT said MULTI-USE PATH shall be owned and maintained by the VILLAGE at its sole expense in perpetuity with no reimbursement from the COUNTY; and,

**WHEREAS**, the VILLAGE owns and maintains certain potable water facilities and sanitary sewer facilities within the project limits in conflict with the proposed IMPROVEMENT, including watermain, hydrants, valves, vaults, sanitary sewer main, services, manholes and other miscellaneous appurtenances (hereinafter WATERMAIN and SANITARY SEWER), for which abandonment, adjustment, and/or relocation is necessary in order to accommodate the construction of the IMPROVEMENT; and,

**WHEREAS**, the VILLAGE is desirous that the COUNTY should appropriately abandon portions of existing un-used VILLAGE-owned WATERMAIN and SANITARY SEWER, adjust portions of existing VILLAGE-owned WATERMAIN and SANITARY SEWER structures and appurtenances, and relocate portions of existing VILLAGE-owned WATERMAIN (collectively hereinafter WATERMAIN and SANITARY SEWER WORK) as part of the IMPROVEMENT, in accordance with the PLANS, for which the VILLAGE shall reimburse the COUNTY as stipulated hereafter; and,

**WHEREAS**, the VILLAGE is desirous to restore an area of severe erosion along the Squaw Creek stream bank located on VILLAGE-owned property. Said stream bank stabilization work shall include regrading of banks, rock toe placement and planting of native vegetation (hereinafter STREAM BANK STABILIZATION); and,

**WHEREAS**, the VILLAGE is desirous that the COUNTY incorporate said STREAM BANK STABILIZATION into the design engineering plans and specifications for the IMPROVEMENT and cause said STEAM BANK STABILIZATION to be constructed as part of the IMPROVEMENT, for which the VILLAGE shall reimburse the COUNTY as stipulated hereafter; and,

**WHEREAS**, it has been determined by engineering studies that, in order to construct said STREAM BANK STABILIZATION as part of the IMPROVEMENT, the COUNTY requires a

temporary easement on VILLAGE-owned property adjacent to the east side of Cedar Lake Road where Squaw Creek passes in an easterly direction (hereinafter TEMPORARY EASEMENT); and,

**WHEREAS**, the VILLAGE shall grant said TEMPORARY EASEMENT for the STREAM BANK STABILIZATION to the COUNTY with no reimbursement from the COUNTY; and,

**WHEREAS**, a general depiction of the IMPROVEMENT is as indicated in EXHIBIT A to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof; and,

**WHEREAS**, the Plat of Highways and legal description showing the TEMPORARY EASEMENT (hereinafter PLAT) are included as EXHIBIT B to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof; and,

**WHEREAS**, the estimated total cost to the VILLAGE for its share of the MULTI-USE PATH, WATERMAIN and SANITARY SEWER WORK and STREAM BANK STABILIZATION constructed as part of the IMPROVEMENT is as indicated in EXHIBIT C to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof; and,

**WHEREAS**, said IMPROVEMENT as heretofore described will be of immediate benefit to the residents of the COUNTY and of the VILLAGE and will be permanent in nature; and,

~~**WHEREAS**, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and Section 10 of Article VII of the Illinois Constitution, allows and encourages intergovernmental cooperation; and, **WHEREAS**, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and Section 10 of Article VII of the Illinois Constitution, allows and encourages intergovernmental cooperation; and,~~

**NOW, THEREFORE**, for and in consideration of the mutual covenants contained herein, made pursuant to all applicable statutes, local ordinances and authority, the COUNTY and the VILLAGE do hereby enter into the following:

**SECTION I.**  
**Recitals/Headings**

1. It is mutually agreed by and between the parties hereto that the foregoing preambles are hereby incorporated herein as though fully set forth.
2. It is mutually agreed by and between the parties hereto that the “headings” as contained in THIS AGREEMENT are for reference only and the actual written provisions, paragraphs and words of THIS AGREEMENT shall control.

**SECTION II.**

**The Design and Construction of the IMPROVEMENT, VILLAGE Reimbursement to the COUNTY and Maintenance of the VILLAGE Facilities**

1. The COUNTY agrees to prepare, or cause to be prepared, the necessary surveys, design engineering plans and specifications and contract letting documents for the IMPROVEMENT in accordance with Lake County Division of Transportation (LCDOT) policies and standards, with reimbursement from the VILLAGE as hereinafter stipulated.

As of this writing, the current PLANS are the Pre-final set of plans and specifications prepared by Crawford, Murphy and Tilly, Inc., with a submission date of November 9, 2016. Said PLANS, by reference herein, hereby become a part hereof.

**Comment [kk31]:** The Village requires project timelines to be incorporated into the agreement or attached.

The VILLAGE shall have the opportunity to review and approve the PLANS with respect to the MULTI-USE PATH, WATERMAIN and SANITARY SEWER WORK and STREAM BANK STABILIZATION. Said review and approval of the PLANS by the VILLAGE shall not be unnecessarily withheld.

2. It is mutually agreed by and between the parties hereto that the COUNTY shall process the construction of the IMPROVEMENT to be let and awarded by LCDOT. As of this writing, the anticipated letting date for the IMPROVEMENT is March 21, 2017. (The letting date is subject to change, without notice to the VILLAGE, and is dependent upon project readiness and the availability of project funding.)
3. The COUNTY agrees to cause the IMPROVEMENT to be constructed and to perform, or cause to be performed, the Construction Engineering Supervision for the IMPROVEMENT in accordance with LCDOT procedures and requirements, with reimbursement from the VILLAGE as hereinafter stipulated.
4. The COUNTY agrees to prepare, or cause to be prepared, all necessary documents for any rights-of-way or easements, either permanent or temporary, that may be necessary to construct the IMPROVEMENT, the MULTI-USE PATH, WATERMAIN and SANITARY SEWER WORK and the STREAM BANK STABILIZATION, inclusive of any appraisals, plats, deeds and legal descriptions that may be necessary to acquire those rights-of-way or

easements, either permanent or temporary, with reimbursement from the VILLAGE as hereinafter stipulated.

5. The COUNTY's published report, POLICY ON INFRASTRUCTURE GUIDELINES FOR NON-MOTORIZED TRAVEL INVESTMENTS, as may be amended (hereinafter NON-MOTORIZED POLICY), sets forth a standardized cost-sharing arrangement between the COUNTY and municipalities for new MULTI-USE PATHS within County Highway rights-of-way.

The VILLAGE agrees that the sharing of costs for the installation of the MULTI-USE PATH shall be in accordance with the NON-MOTORIZED POLICY; namely, the COUNTY shall pay for the engineering and construction of the MULTI-USE PATH, with reimbursement by the VILLAGE in an amount equal to twenty percent (20%) of the Engineering and Construction costs for the MULTI-USE PATH, as provided in EXHIBIT C.

6. The VILLAGE agrees to assist with facilitating said WATERMAIN and SANITARY SEWER WORK with local village residents including providing notice of any temporary water and/or sewer service interruptions.
7. The VILLAGE shall be responsible for one hundred percent (100%) of the costs for the WATERMAIN and SANITARY SEWER WORK [i.e. one hundred percent (100%) of the total cost of Construction, one hundred percent (100%) of Design Engineering costs and one hundred percent (100%) of Construction Engineering Supervision costs related to the WATERMAIN and SANITARY SEWER WORK].
8. The VILLAGE shall be responsible for one hundred percent (100%) of the costs for the STREAM BANK STABILIZATION [i.e. one hundred percent (100%) of the total cost of Construction, one hundred percent (100%) of Design Engineering costs and one hundred percent (100%) of Construction Engineering Supervision costs related to the STREAM BANK STABILIZATION].
9. The COUNTY shall require the successful bidder to name the VILLAGE as an additional insured on any liability coverage required pursuant to such contracts with respect to any contract work performed on VILLAGE property or facilities, and require the successful bidder to indemnify and hold harmless the VILLAGE.

10. The COUNTY agrees to construct the MULTI-USE PATH, WATERMAIN and SANITARY SEWER WORK and STREAM BANK STABILIZATION in accordance with the PLANS, with reimbursement from the VILLAGE as hereinafter specified. The total cost to the VILLAGE under THIS AGREEMENT for the construction of said MULTI-USE PATH, WATERMAIN and SANITARY SEWER WORK and STREAM BANK STABILIZATION as part of the IMPROVEMENT is estimated to be \$503,235, inclusive of Design Engineering costs and Construction Engineering Supervision costs, and as indicated in EXHIBIT C to THIS AGREEMENT.

The VILLAGE further agrees that upon award of the construction contract, the VILLAGE will pay to the COUNTY within thirty (30) days of the receipt of an invoice from the COUNTY, in a lump sum amount based on awarded contract unit prices for the MULTI-USE PATH, WATERMAIN and SANITARY SEWER WORK and STREAM BANK STABILIZATION, an amount equal to ninety-five percent (95%) of its obligation for the MULTI-USE PATH, WATERMAIN and SANITARY SEWER WORK and STREAM BANK STABILIZATION. At such time, it is estimated that the VILLAGE shall owe to the COUNTY an amount equal to \$478,073.

The VILLAGE further agrees to pay the remaining five percent (5%) of its obligation for the MULTI-USE PATH, WATERMAIN and SANITARY SEWER WORK and STREAM BANK STABILIZATION upon completion of the IMPROVEMENT, in a lump sum amount within thirty (30) days of the receipt of an invoice from the COUNTY. Final obligation shall be based on the final costs and final contract quantities at contract unit prices for actual work performed for the MULTI-USE PATH, WATERMAIN and SANITARY SEWER WORK and STREAM BANK STABILIZATION. At such time, it is estimated that the VILLAGE shall owe to the COUNTY an amount equal to \$25,162.

11. It is mutually agreed that upon completion of the IMPROVEMENT and upon notice from the COUNTY, the MULTI-USE PATH within the County highway right-of-way of Cedar Lake Road will be owned and maintained, or cause to be maintained by the VILLAGE in perpetuity without reimbursement by the COUNTY, including making future changes or revisions to the MULTI-USE PATH as needed because of operations of the LCDOT. The COUNTY will not have any obligation to maintain said MULTI-USE PATH as depicted on EXHIBIT A to THIS AGREEMENT.

12. It is mutually agreed by and between the parties hereto that the Village must submit to the COUNTY, for the COUNTY's approval, an executed form, MUNICIPAL UTILITY/FACILITY ACCEPTANCE ON A COUNTY HIGHWAY (hereinafter MUNICIPAL ACCEPTANCE FORM) by March 1, 2017 for the WATERMAIN and SANITARY SEWER WORK and the MULTI-USE PATH, the approval of which shall not be unnecessarily withheld by the COUNTY.
13. It is mutually agreed by and between the parties hereto that, absent an emergency situation, the VILLAGE agrees that the operation and maintenance of the MULTI-USE PATH, WATERMAIN and SANITARY SEWER shall be in accordance with the MUNICIPAL ACCEPTANCE FORM and that the VILLAGE shall perform its maintenance on the MULTI-USE PATH, WATERMAIN and SANITARY SEWER within the County highway right-of-way during non-peak traffic times, namely on weekdays, between 9:00 am and 3:00 pm.
14. It is mutually agreed by and between the parties hereto that, following substantial completion of the IMPROVEMENT, the COUNTY shall continue maintenance and jurisdictional responsibility over Cedar Lake Road and the VILLAGE shall continue ownership and maintenance responsibility of its WATERMAIN and SANITARY SEWER.

**SECTION III.**  
**Granting of TEMPORARY EASEMENT**

1. The COUNTY agrees to prepare, or cause to be prepared, at its sole expense, all necessary documents for the granting of the TEMPORARY EASEMENT.
2. The VILLAGE agrees to grant to the COUNTY, for the purpose of constructing said STREAM BANK STABILIZATION, a TEMPORARY EASEMENT, pursuant to the PLAT, with no reimbursement from the COUNTY.
3. Provided it is consistent with the provisions, paragraphs and words of THIS AGREEMENT, the VILLAGE agrees to execute and return to the COUNTY's County Engineer (hereinafter COUNTY ENGINEER) the necessary land acquisition and/or conveyance documents for

said TEMPORARY EASEMENT within ten (10) working days of the receipt of said documents, subject to review and written approval of the Village's attorneys.

**Comment [kk32]:** The Village requires a list of the necessary easements to be incorporated into the Agreement.

4. The VILLAGE agrees to grant the TEMPORARY EASEMENT to the COUNTY. The term of the TEMPORARY EASEMENT shall commence upon the start of construction of the IMPROVEMENT and end on the earlier of (i) that date that is three (3) years after the start of construction of the IMPROVEMENT and (ii) the end of construction of the IMPROVEMENT.

#### **SECTION IV. General Provisions**

1. It is mutually agreed by and between the parties hereto that nothing contained in THIS AGREEMENT is intended or shall be construed as, in any manner or form, creating or establishing a relationship of co-partners between the parties hereto, or as constituting the VILLAGE (including its elected officials, duly appointed officials, employees and agents), the agent, representative or employee of the COUNTY for any purpose or in any manner, whatsoever. The VILLAGE is to be and shall remain independent of the COUNTY with respect to all services performed under THIS AGREEMENT.
2. It is mutually agreed by and between the parties hereto that THIS AGREEMENT shall not be construed, in any manner or form, to limit the power or authority of the COUNTY or the COUNTY ENGINEER to maintain, operate, improve, construct, reconstruct, repair, manage, widen or expand COUNTY Highways as may be best determined, as provided by law.
3. It is mutually agreed by and between the parties hereto that each party warrants and represents to the other party and agrees that: (1) THIS AGREEMENT is executed by duly authorized agents or officers of such party and that all such agents and officers have executed the same in accordance with the lawful authority vested in them, pursuant to all applicable and substantive requirements; (2) THIS AGREEMENT is binding and valid and will be specifically enforceable against each party; and (3) THIS AGREEMENT does not violate any presently existing provision of law nor any applicable order, writ, injunction or decree of any court or government department, commission, board, bureau, agency or instrumentality applicable to such party.
4. The COUNTY agrees to indemnify, defend and hold harmless the VILLAGE, its elected officials and its duly appointed officials, agents, employees and representatives from and against any and all claims, suits, settlements, actions, losses, expenses, damages, injuries,

judgments and demands (collectively referred to hereinafter as “claims”) arising from and relating to the design and construction of the IMPROVEMENT as heretofore described.

5. It is mutually agreed by and between the parties hereto that THIS AGREEMENT shall be deemed to take effect on March 1, 2017, provided the duly authorized agents of the parties hereto duly execute THIS AGREEMENT by affixing their signatures prior to March 1, 2017. In the event the date that the last authorized agent of the parties hereto affixes his/her signature to THIS AGREEMENT is subsequent to March 1, 2017, the effective date of THIS AGREEMENT shall then be the first day of the month which follows the date that the last authorized agent of the parties hereto affixes his/her signature.
6. It is mutually agreed by and between the parties hereto that THIS AGREEMENT and any subsequent Amendment shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois in all respects, including matters of construction, validity, and performance. It is further agreed that THIS AGREEMENT shall be enforceable in any court of competent jurisdiction by each of the parties hereto by any appropriate action at law or in equity, including any action to secure the performance of the representations, promises, covenants, agreements and obligations contained herein.
7. It is mutually agreed by and between the parties hereto that the provisions of THIS AGREEMENT are severable. If any provision, paragraph, section, subdivision, clause, phrase or word of THIS AGREEMENT is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, the illegality of such provision shall not affect the remaining portions of THIS AGREEMENT.
8. It is mutually agreed by and between the parties hereto that the agreement of the parties hereto is contained herein and that THIS AGREEMENT supersedes all oral agreements and negotiations between the parties hereto relating to the subject matter hereof.
9. It is mutually agreed by and between the parties hereto that any alterations, amendments, deletions or waivers of any provision of THIS AGREEMENT shall be valid only when expressed in writing and duly executed by the parties hereto.
10. THIS AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. No party hereto may assign, transfer, sell, grant, convey, deed, cede or otherwise give over, in any manner or form, any of its duties, obligations and/or responsibilities as heretofore set forth in THIS AGREEMENT without first obtaining the expressed written consent and permission of the other party, except as provided for in THIS AGREEMENT.

11. THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.

12. THIS AGREEMENT shall be considered null and void in the event that the construction contracts covering the improvements contemplated herein are not awarded by January 1, 2022.

**ATTEST:**

\_\_\_\_\_  
Village Clerk

**VILLAGE OF ROUND LAKE**

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

**RECOMMENDED FOR EXECUTION**

\_\_\_\_\_  
Paula J. Trigg, P.E.  
Director of Transportation / County Engineer  
Lake County

**COUNTY OF LAKE**

**ATTEST:**

\_\_\_\_\_  
County Clerk

By: \_\_\_\_\_  
Chairman  
Lake County Board

Date: \_\_\_\_\_

**EXHIBIT A**  
**General Depiction of the IMPROVEMENT**  
*County Section 08-00065-02-RS*

**EXHIBIT B**  
**PLAT OF HIGHWAYS**  
*County Section 08-00065-02-RS*  
**Includes the legal description for**  
**the TEMPORARY EASEMENT**



VILLAGE OF ROUND LAKE  
**AGENDA ITEM SUMMARY**

**TITLE: PUBLIC UTILITY EASEMENT – 420 GREENWOOD DR.**

**Agenda Item No. COTW**

*Executive Summary*

Staff recommends accepting a public utility easement agreement with St. Paul Evangelical Lutheran Church located at 420 Greenwood Drive, Round Lake Park, IL. The current property owner at 420 Greenwood Drive owns the property all the way to the centerline of Midland Drive. The easement agreement will create a thirty three foot wide public utility easement on the south half of Midland Drive. The easement will allow the Village to conduct work on Midland Drive in conjunction with the Midland Drive Water Main Replacement Project. See the attached agreement and plat for more information.

*Recommended Action*

Approve an easement agreement with St. Paul Evangelical Lutheran Church located at 420 Greenwood Drive, Round Lake Park, IL.

<b>Committee:</b> PW/F&CA and Engineering	<b>Meeting Date(s):</b> 02/06/17																															
<b>Lead Department:</b> Public Works	<b>Presenter:</b> Adam Wedoff, Director of Public Works																															
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Request is over/under budget:																																
Under -																																
Over -																																

This instrument was prepared by and  
After recording should be returned to:

Michael Peters  
Tressler LLP  
233 South Wacker Drive 22<sup>nd</sup> Floor  
Chicago, IL 60606

### **GRANT OF PUBLIC UTILITIES EASEMENT**

KNOW ALL MEN BY THESE PRESENTS that, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged hereby, the undersigned Grantor, St. Paul Lutheran Church a/k/a St. Paul Evangelical Lutheran Church of Round Lake, does hereby grant, bargain, sell and convey to Grantee, the Village of Round Lake, an Illinois municipal corporation (hereinafter referred to as "Village") an easement over, upon, through and under the land legally described as follows ("Premises"):

THE NORTH 33 FEET OF THE NORTH 868 FEET OF THE EAST 278 FEET OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING THE EAST 33 FEET THEREOF DEDICATED FOR GREENWOOD DRIVE AND ALSO EXCEPTING THE SOUTH 150 FEET THEREOF), IN LAKE COUNTY, ILLINOIS.

P.I.N: 06-29-200-017-0000

COMMON ADDRESS: 420 Greenwood Dr, Round Lake, IL 60073

The purpose of the easement is for the Grantee, successors, assigns, employees, franchisees, agents and other persons acting on behalf of Grantee to install, lay, construct, renew, replace, repair, operate and maintain drainage, drainage facilities, cables, pipes, sewers, wires, conduit, manholes and other appurtenances and equipment required to serve the Premises, Village, Village's inhabitants and others with utilities, whether they be public utilities, municipal utilities or other.

For the purpose set forth above, Grantee, successors, assigns, employees, franchisees, agents and other persons acting on behalf of Grantee shall have unlimited access to the Premises at any time and on any day. Further, the Village shall have the right to control and regulate the use of the Premises, to cut down, trim or remove any trees, shrubs, bushes or other plants that interfere or threaten to interfere with the purpose of the easement.

Grantor shall not place any permanent buildings, structures, trees or the like on the Premises, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid purpose or rights herein granted. Grantor shall not plant vegetation, trees or shrubs whose roots may damage the improvements described herein.

This grant of easement shall run with the land and be binding upon the heirs, successors in title, administrators and assigns of the Grantor and is assignable by the Village at any time.

IN WITNESS WHEREOF, the Grantor has hereunto set their hand and seal this 1st day of October, 2016.

Grantor: **St. Paul Lutheran Church**  
a/k/a St. Paul Evangelical  
Lutheran Church of Round Lake

By: \_\_\_\_\_  
Its: Trustee

STATE OF ILLINOIS                    )  
  ) SS.  
COUNTY OF LAKE                    )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, a Trustee of the Board of Directors for St. Paul Lutheran Church a/k/a St. Paul Evangelical Lutheran Church of Round Lake, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she/he signed, sealed and delivered said instrument as her/his free and voluntary act and as the free and voluntary act of St. Paul Lutheran Church a/k/a St. Paul Lutheran Church of Round Lake, for the uses and purposes therein set forth.

Given under my hand and official seal, this 1st day of October, 2016.

\_\_\_\_\_  
Notary Public

Commission expires: \_\_\_\_\_

**ACCEPTANCE BY THE VILLAGE OF ROUND LAKE**

Grantee: **Village of Round Lake,**  
An Illinois municipal corporation

\_\_\_\_\_  
By: Steven J. Shields  
Its: Village Administrator

STATE OF ILLINOIS                    )  
  ) SS.  
COUNTY OF LAKE                    )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Steven J. Shields, the Village Administrator of the Village of Round Lake, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act and as the free and voluntary act of the Village of Round Lake, for the uses and purposes therein set forth.

Given under my hand and official seal, this 1<sup>st</sup> day of October, 2016.

\_\_\_\_\_  
Notary Public

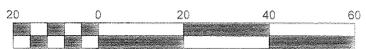


# PLAT OF EASEMENT

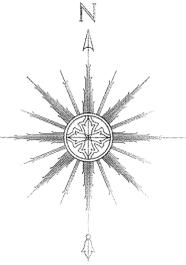
## PUBLIC UTILITY EASEMENT PROVISIONS

Easements are hereby reserved for and granted to the Village of Round Lake, Illinois, Com Ed, NICOR, Comcast and any other public utilities that have a franchise agreement with the Village of Round Lake or the Village of Round Lake Park, and their respective successors and assigns within the areas shown by dashed lines on the plat and marked "Public Utility Easement" or "P.U.E." to install, lay, construct, renew, operate, and maintain drainage facilities, cables, pipes, sewers, wires, manholes and other appurtenances and equipment required for the purpose of serving the subject property and other property with electricity, telephone, gas, water, sanitary sewers, cable TV, and drainage.

Also granted is the right to enter upon the lots at all times to install, lay, construct, renew, operate and maintain within said easement areas said conduits, cables, pipes, sewers, wires, drainage and other equipment, and finally the right is hereby granted to cut down and remove or trim and keep trimmed any tree, shrub, or saplings that interfere or threaten to interfere with any public utility equipment. No permanent buildings or trees shall be placed on said easement, but the same may be used for gardens, shrubs, landscaping, and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

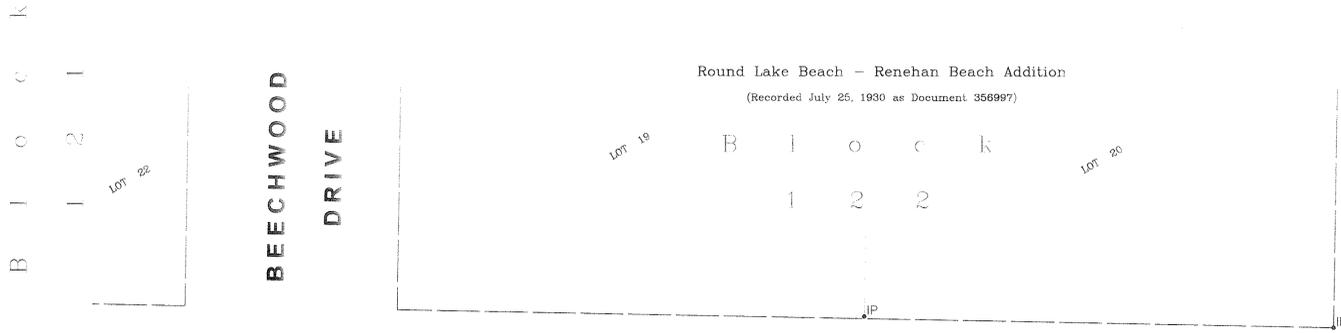


Scale 1" = 20'



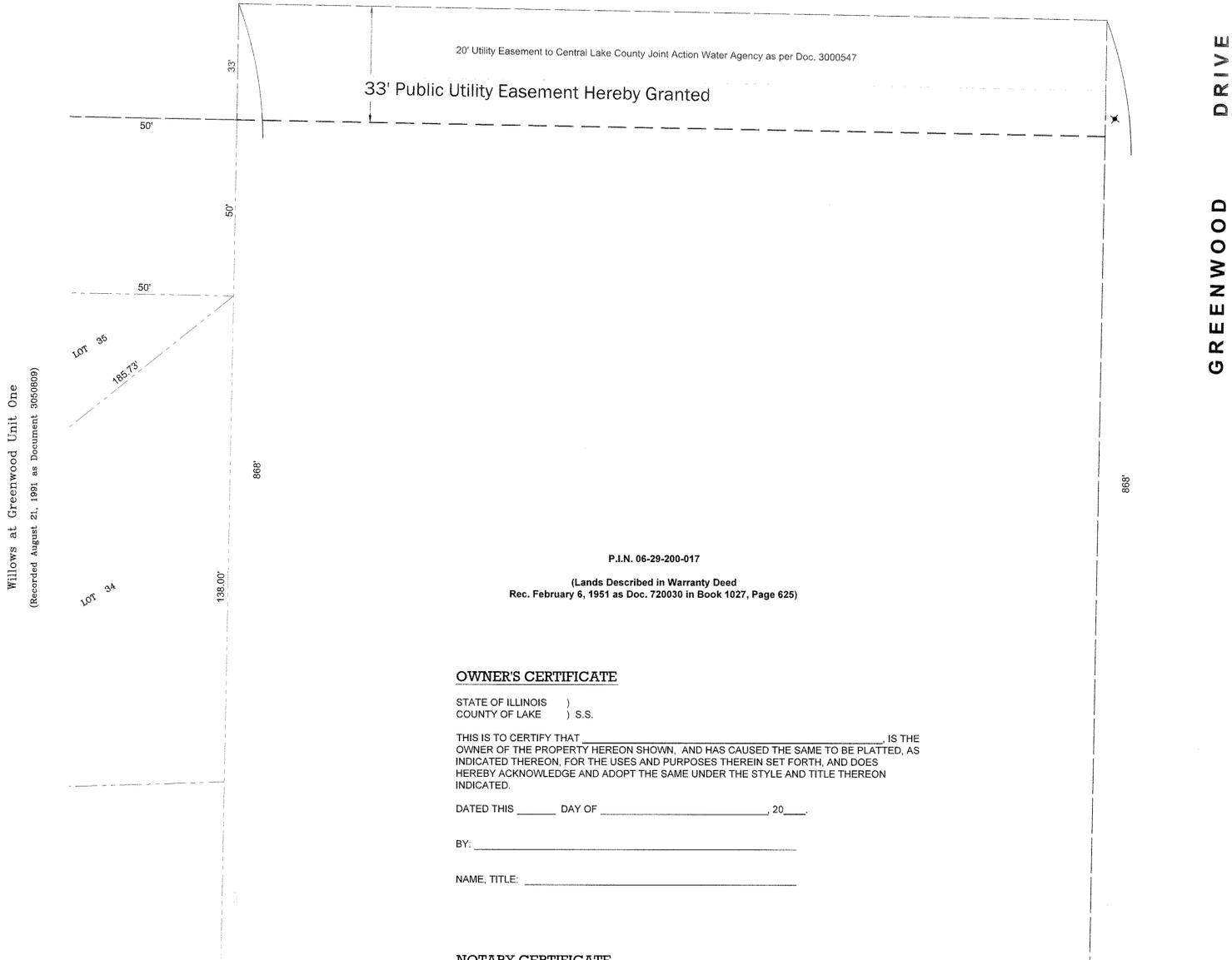
### LEGAL DESCRIPTION

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### MIDLAND DRIVE

255'



P.I.N. 06-29-200-017

(Lands Described in Warranty Deed  
Rec. February 6, 1951 as Doc. 720030 in Book 1027, Page 625)

### OWNER'S CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF LAKE ) S.S.

THIS IS TO CERTIFY THAT \_\_\_\_\_ IS THE OWNER OF THE PROPERTY HEREON SHOWN, AND HAS CAUSED THE SAME TO BE PLATTED, AS INDICATED THEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

BY: \_\_\_\_\_

NAME, TITLE: \_\_\_\_\_

### NOTARY CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF LAKE ) S.S.

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT \_\_\_\_\_ PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED THE SAID INSTRUMENT AS THEIR FREE AND VOLUNTARY ACT, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, DATED

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

NOTARY PUBLIC

COMMISSION EXPIRES: \_\_\_\_\_ (Notary Seal)

### VILLAGE ENGINEER CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF LAKE ) S.S.

REVIEWED AND ACCEPTED BY THE VILLAGE ENGINEER FOR THE VILLAGE OF ROUND LAKE, ILLINOIS.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

BY: \_\_\_\_\_

NAME, TITLE: \_\_\_\_\_

STATE OF ILLINOIS )  
COUNTY OF MCHENRY )

THIS IS TO CERTIFY THAT I, ANTHONY BIANCHIN, ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE PREPARED THE ATTACHED PLAT FOR THE PURPOSE OF GRANTING AN EASEMENT FOR THE USES AND PURPOSES AS SHOWN HEREON.

DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

BAXTER & WOODMAN CONSULTING ENGINEERS.

DATE: October 7, 2018 BY: [Signature]  
ANTHONY BIANCHIN, P.L.S., P.E.  
PROFESSIONAL LAND SURVEYOR  
ILLINOIS NO. 035-003603



"LICENSE EXPIRES 11-30-2018"

MY PROFESSIONAL LICENSE RENEWAL DATE IS 11/30/2018

REVISION DATE:	COMMENTS:
06-22-2016	Initial Submittal
10-07-2016	Updated Certifications

**PLAT OF EASEMENT**

**BAXTER & WOODMAN**  
Consulting Engineers

8678 RIDGEFIELD ROAD • CRYSTAL LAKE, IL 60012  
PHONE: 815-459-1260 • FAX: 815-455-0450

DRAWN BY: AEB	CHECKED BY: AEB	S-T-R: 29-45-10	SCALE: 1" = 20'
CLIENT: Village of Round Lake			<b>JOB NO: 160429.01</b>



VILLAGE OF ROUND LAKE

**AGENDA ITEM SUMMARY**

**TITLE: STREET LIGHT UPGRADE REIMBURSEMENT**

**Agenda Item No. COTW**

*Executive Summary*

Staff recommends approving a proposal from Electrical Solutions Network, Inc. to file for a street lighting upgrade incentive on LED retrofit work already completed. Electrical Solutions Network (ESN) contacted the Village to discuss LED upgrade incentives currently being offered by the State Department of Commerce.

While explaining that the Village has already completed some LED retrofits in the downtown area, ESN stated that work could still be submitted to the DOC for incentives. They anticipate a payment of \$22,946.04 back to the Village. ESN is proposing the payment for the filing be 12% of the amount that they are able to get refunded by the State or \$2,753.50 which would come out of the \$22,946.04.

*Recommended Action*

Approve a proposal from Electrical Solutions Network, Inc. to file for a street lighting upgrade incentive on LED retrofit work already completed.

<b>Committee:</b> PW/F&CA and Engineering		<b>Meeting Date(s):</b> 02/06/17																																									
<b>Lead Department:</b> Public Works		<b>Presenter:</b> Adam Wedoff, Director of Public Works																																									
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VILLAGE OF ROUND LAKE

DCEO-LIGHTING UPGRADE

PROFESSIONAL SERVICE AGREEMENT

February 1, 2017

Electrical Solutions Network Inc. (ESN) has prepared this proposal to provide assessments/audits, documentation and professional services including incentive preparation with The DCEO for the LED Streetlighting Upgrade within the Village of Round Lake.

ESN SERVICES

- Meet with Village of Round Lake management to identify target areas.
- Conduct audit of existing structures and provide summary of current system.
- Recommend additional devices needed; providing specification / cut sheets.
- Provide area detail to validate results.
- Prepare return on investment calculations based on the following:
  - Project cost; including material, labor, and management fees.
  - Annual energy savings; as well as maintenance savings associated with new system.
  - Incentive dollars associated with replacement; sourced from DCEO.
  
- Prepare all documentation necessary for the submission of both the pre-approval and post completion / final application process with all agencies.
  - Assist in the submission of documents required.
  - Follow up on all applications; making sure funds are secured by the owner.

Fees:

ESN will be compensated based on 12% of Incentive dollars approved and received from "DCEO" on this initial portion.

The anticipated rebate amount is approximately \$22,946.04. This amount needs to be confirmed and approved by DCEO.

The proposed fee billing structure is as follows:

- Initial Audit, DCEO preparation and filing. NO COST
- Final billing upon receipt of DCEO NTP (Notice to Proceed) and final application/payment voucher filing. **\$2,753.50**

We appreciate the opportunity to work with The Village of Round Lake in your endeavor to utilize the newest and most efficient products in lowering your energy consumption and improving quality.

Sincerely Yours,

Terry Smith

Sales Manager  
ESN, Inc.  
9101 S. Baltimore Ave  
Chicago, IL. 60617  
773-978-8500 O  
773-919-9051 C

Approved By: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_



VILLAGE OF ROUND LAKE

**AGENDA ITEM SUMMARY**

**TITLE: LIGHTING AT LIFT STATIONS**

**Agenda Item No. COTW**

*Executive Summary*

Staff recommends purchasing the supplies needed to install light poles and heads at various lift stations that don't have lighting. The lift stations targeted will be Curran, Arden, Prairie Walk and Cedar Lake. The light poles will make it much easier and safer for staff to work on these lift stations during night time call outs. They will be set up so they can be turned on and off as needed and will not have to be on all night.

The installation will include a concrete base, 20 foot tall pole, 150 watt LED fixture, switch, and various lengths of wiring and conduit needed to connect to power. A materials sheet showing approximate costs for each lift station is attached. Staff will be responsible for the installation and connection of the lights.

*Recommended Action*

Approve purchasing the supplies needed to install light poles and heads at various lift stations that don't have lighting.

<b>Committee:</b> PW/F&CA and Engineering		<b>Meeting Date(s):</b> 02/06/17																											
<b>Lead Department:</b> Public Works		<b>Presenter:</b> Adam Wedoff, Director of Public Works																											
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Over	-																												

Here is the break down for Village lift station light pole installations per location.

**CURRAN LIFT STATION:**

- A) Install (1) 20'x4" square pole with a single 150 watt LED fixture head & photocell, controlled by an H-O-A switch inside the station control panel.
- B) Install (20') of HW conduit and wiring from light pole to station control panel.
- C) Cost: \$1,580.00

**ARDEN LIFT STATION:**

- A) Install (1) 20'x4" square pole with a single 150 watt LED fixture head & photocell, controlled by an H-O-A switch inside the station control panel.
- B) Install (30') of HW conduit and wiring from light pole to station control panel.
- C) Cost: \$1,598.00

**PRAIRIE WALK LIFT STATION:**

- A) Install (1) 20'x4" square pole with (2) 150 watt LED fixture heads and photocell, controlled by an H-O-A switch inside the station control panel.
- B) Install (30') of HW conduit and wiring from light pole to station control panel.
- C) Cost: \$2,090.00

**CEDAR LAKE LIFT STATION:**

- A) Install (1) 20'x4" square pole with a single 150 watt LED fixture head & photocell, controlled by an H-O-A switch inside the station control panel.
- B) Install (50') of HW conduit and wiring from light pole to station control panel.
- C) Cost: \$1,625.00

**\$6,893**

NOTE: All costs for above installations include materials needed to install a 2 ft. diameter, 5.5 ft. deep concrete base for each light pole.



VILLAGE OF ROUND LAKE  
**AGENDA ITEM SUMMARY**

**TITLE: ESRI LICENSE RENEWAL**

**Agenda Item No. COTW**

*Executive Summary*

Staff recommends renewing the Village license with ESRI for GIS software. The GIS software allows staff to track Village assets in a cloud based, real time view. Village utilities atlases are stored in GIS format as well as street sign information and fire hydrant information. Staff plans to integrate more information into the Village GIS system in the future. The ESRI system has worked well over the past year. The cost of the renewal is \$2,500.

*Recommended Action*

Approve renewal of the Village license with ESRI for GIS software.

<b>Committee:</b> PW/F&CA and Engineering		<b>Meeting Date(s):</b> 02/06/17	
<b>Lead Department:</b> Public Works		<b>Presenter:</b> Adam Wedoff, Director of Public Works	
<b>Item Budgeted:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  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>Account(s)</b>	<b>Budget</b>	<b>Expenditure</b>
	01-60-91-99107	\$4,750.00	
	Item Requested	\$1,250.00	\$1,250.00
	Y-T-D Actual		\$2,366.98
	Amount Encumbered		\$0.00
	<b>Total</b>	<b>\$6,000.00</b>	<b>\$3,616.98</b>
	50-60-91-99117	\$7,100.00	
	Item Requested	\$1,250.00	\$1,250.00
	Y-T-D Actual		\$577.84
	Amount Encumbered		\$0.00
	<b>Total</b>	<b>\$8,350.00</b>	<b>\$1,827.84</b>
	<b>Grand Total</b>	<b>\$14,350.00</b>	<b>\$5,444.82</b>
	Request is over/under budget:		
Under			\$8,905.18



Esri Inc  
380 New York Street  
Redlands CA 92373

## **Subject: Renewal Quotation**

**Date:** 12/31/2016  
**To:** Adam Wedoff  
**Organization:** Village of Round Lake  
Public Works Dept  
**Fax #:**      **Phone #:** 847-546-0962  
  
**From:** Shannon Robertson  
**Fax #:** 909-307-3083   **Phone #:** 909-793-2853 Ext. 1533  
**Email:** srobertson@esri.com

Number of pages transmitted  
(including this cover sheet): 3

Quotation #25772213  
Document Date: 12/31/2016

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level  
<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit  
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.



**esri**<sup>®</sup> 380 New York Street  
 Redlands, CA 92373  
 Phone: 909-793-2853/1533  
 Fax #: 909-307-3083

# Quotation

**Date:** 12/31/2016      **Quotation Number:** 25772213      **Contract Number:** 2011MPA3795

**Send Purchase Orders To:**  
 Environmental Systems Research Institute, Inc.  
 380 New York Street  
 Redlands, CA 92373-8100  
 Attn: Shannon Robertson

Village of Round Lake  
 Public Works Dept  
 751 W Townline Rd  
 Round Lake IL 60073-5709  
**Attn:** Adam Wedoff

**Please include the following remittance address on your Purchase Order:**  
 Environmental Systems Research Institute, Inc.  
 File #54630  
 Los Angeles, CA 90074-4630

**Customer Number:** 526090  
 For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
10	5	153148 ArcGIS Online Named User Level 2 Term License	500.00	2,500.00
		Start Date: 04/01/2017 End Date: 03/31/2018		
			<b>Item Subtotal</b>	2,500.00
			<b>Estimated Tax</b>	0.00
			<b>Total</b>	<b>\$ 2,500.00</b>

**DUNS/CEC: 06-313-4175 CAGE: 0AMS3**

This quotation is good for 90 days.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

**Issued By:** Shannon Robertson      **Ext:** 1533

[CSBATCHDOM]

To expedite your order, please reference your customer number and this quotation number on your purchase order.





VILLAGE OF ROUND LAKE  
**AGENDA ITEM SUMMARY**

**TITLE: LIFT STATION REPAIRS**

**Agenda Item No. COTW**

*Executive Summary*

Staff recommends accepting a proposal from Marc Kresmery Construction to complete repairs to lift stations. The repairs are needed maintenance or improvements to keep the lift stations running as best as possible and they are listed on the attached sheet.

Staff contacted three contractors to get quotes for this work:

Marc Kresmary Construction: \$33,172.29  
 Illinois Pump, Inc.: \$68,000.00  
 DMI, Inc.: \$112,500.00

Marc Kresmary was the lowest quote and staff received good comments from their references.

While doing site visits for estimating purposes, one of the contractors noted that there was additional damage to the pump flanges at Lakewood lift station. Staff also noted that Lily lift station needed work as well. Staff only asked Marc Kresmary Construction for a price on this work as they were by far the lowest quote on the original scope of work. This work goes beyond the budgeted amount but staff feels they are repairs that need immediate attention and funds from the Repairs to Pumps and Lift Stations operating budget will be used to cover the overage.

*Recommended Action*

Approve a proposal from Marc Kresmery Construction to complete repairs to lift stations.

<b>Committee:</b> PW/F&CA and Engineering		<b>Meeting Date(s):</b> 02/06/17	
<b>Lead Department:</b> Public Works		<b>Presenter:</b> Adam Wedoff, Director of Public Works	
<b>Item Budgeted:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  <b>If amount requested is over budget, a detailed explanation of what account(s) the overage will be charged to will be provided in the Executive Summary or attached detail.</b>	<b>Account(s)</b>	<b>Budget</b>	<b>Expenditure</b>
	Other Items	\$47,700.00	
	Item Requested	\$46,000.00	\$62,254.27
	YTD Actual		\$13,139.10
	Amount Encumbered		\$0.00
	50-60-92-99208	\$93,700.00	\$75,393.37
	Request is over/under budget:		
	Under		\$18,306.63
	Over	-	

	<b>Marc Kresmery Construction</b>	<b>Illinois Pump, Inc.</b>	<b>DMI, Inc.</b>
<b>Rosewood Lift Station</b> Install stainless steel baffle (deflector) in wet well Install 1 safety grate over hatch opening in wet well Install and anchor stainless steel chain and reset floats Install new guide rails & brackets	\$8,759.82	\$13,500.00	\$17,000.00
<b>Prairie Walk Lift Station</b> Install stainless steel baffle (deflector) in wet well Install 3 safety grates over hatch opening in wet well	\$6,146.17	\$10,500.00	\$18,500.00
<b>Curran Lift Station</b> Install stainless steel baffle (deflector) in wet well	\$3,044.62	\$9,500.00	\$17,500.00
<b>Arden Lift Station</b> Install stainless steel baffle (deflector) in wet well	\$3,044.62	\$9,500.00	\$17,500.00
<b>School Lift Station</b> Install stainless steel baffle (deflector) in wet well Install new stainless steel float bracket and reset floats Install 1 safety grate over hatch opening in wet well	\$4,590.47	\$10,000.00	\$18,500.00
<b>Lakewood Lift Station</b> Install stainless steel baffle (deflector) in wet well Install 1 safety grate over hatch opening in wet well	\$4,442.44	\$15,000.00	\$23,500.00
<b>Total</b>	<b>\$30,028.14</b>	<b>\$68,000.00</b>	<b>\$112,500.00</b>

**Lakewood Lift Station**

Remove and replace both pump bases, guide rails, upper brackets & provide new mating flanges for existing pumps

**\$28,729.85**

**Lily Lift Station**

Install new stainless steel float bracket and reset floats  
Install stainless steel baffle (deflector) in wet well

**\$3,496.28**

<b>Total</b>	<b>\$62,254.27</b>
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VILLAGE OF ROUND LAKE  
**AGENDA ITEM SUMMARY**

**TITLE: 700 RAILROAD AVE CONTROLLED BURN**

**Agenda Item No. COTW**

*Executive Summary*

Staff recommends approving a proposal from McGinty Bros. Inc. to complete a controlled burn of the Village owned property at 700 Railroad Ave. The area has become overgrown with invasive plant species and needs to be rehabilitated. The burn will be the first step in a multistep process to eliminate the invasive species and restore native vegetation. The Village is currently waiting for an Army Corps permit to be approved which will allow the Village to complete drainage repairs in the area as well.

Proposals Received:

McGinty Bros.	\$1,950.00
Tallgrass Restoration	\$3,610.00
Integrated Lakes Management – suggested mowing instead of burning	

*Recommended Action*

Approve a proposal from McGinty Bros. Inc. to complete a controlled burn of the Village owned property at 700 Railroad Ave.

<b>Committee:</b> PW/F&CA and Engineering		<b>Meeting Date(s):</b> 02/06/17		
<b>Lead Department:</b> Public Works		<b>Presenter:</b> Adam Wedoff, Director of Public Works		
<p><b>Item Budgeted:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p><b>If amount requested is over budget, a detailed explanation of what account(s) the overage will be charged to will be provided in the Executive Summary or attached detail.</b></p>	<b>Account(s)</b>	<b>Budget</b>	<b>Expenditure</b>	
	Other Items	\$277,800.00		
	Item Requested	\$53,000.00	\$1,950.00	
	YTD Actual		\$89,553.36	
	Amount Encumbered		\$0.00	
	35-20-88-88801	\$330,800.00	\$91,503.36	
	Request is over/under budget:			
	Under		\$239,296.64	
Over	-			





Doug DeWitt  
 Project Manager  
 2221 Hammond Drive  
 Schaumburg, IL 60173  
 Phone: 847-925-9830  
 Fax: 847-925-9840  
 Mobile: 847-489-7494  
 Doug.DeWitt@tallgrassrestoration.com

Baxter & Woodman

262.472.0631  
 tganfield@baxterwoodman.com

# Proposal

Date 1/9/2017

Proposal # 8175

## Round Lake Wetland Rx Fire

Description	Qty	U/M	Rate	Total
700 Railroad Ave., Round Lake, IL				
Burn Permits, Plan and Notifications- We will acquire all state and local burn permits, create a burn plan, distribute written notices to adjacent landowners prior to the prescribed burn, and notify local authorities on the day of the burn. This line item may be invoiced regardless of whether or not the burn can be completed. PLEASE ALLOW FOUR (4) MONTHS for the acquisition of burn permits.	1	Each	500.00	500.00
Prescribed Burn- Our trained staff will create burn breaks as needed and will conduct a prescribed burn of the natural area after all permits have been acquired and when all conditions, such as temperature, humidity, precipitation, wind speed and direction, are appropriate. Burning is weather dependent, cannot be scheduled more than 24 hours in advance, and will be targeted for spring (Feb-Apr) or fall (Nov-Dec). A burn is considered successful if at least 70% of the target area has been burned. It is normal that there will be unburned leaves and/or stalks even after a successful burn.	1	Each	3,110.00	3,110.00
<b>Total</b>				<b>\$3,610.00</b>

\_\_\_\_\_  
 Sales/Project Manager, Tallgrass Restoration, LLC

\_\_\_\_\_  
 Date

Acceptance of Proposal: The above prices and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. All deletions have been noted. I am familiar with and agree to the terms and conditions attached. To accept this proposal, please sign on the line below and return the signed original to Tallgrass Restoration, LLC.

\_\_\_\_\_  
 Client Representative

\_\_\_\_\_  
 Date

This proposal includes term and conditions attached and constitutes a binding contract agreement upon acceptance. Tallgrass Restoration, LLC is fully covered by insurance. Our employment practices are fully compliant with applicable State and Federal laws and regulations. TGR's warranty is conditioned upon timely payment of invoices, normal plant care by the client, and contracted and performed stewardship/maintenance activities for consecutive growing seasons following the installation of the plant material. All materials are at wholesale prices and include shipping and handling fees.



## 2017 W. Townline & Railroad Ave. Agreement

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**Proposal Date:** October 21, 2016  
**Proposal #:** 7370

**Contract Start:** November-16  
**Contract End:** December-17

**Submitted To:** Adam Wedoff

**Project:** Village of Round Lake  
Village of Round Lake 751 W. Townline  
Round Lake, IL 60073

Village of Round Lake 751 W. Townline Ro  
Round Lake IL 60073

Thank you for the opportunity to provide you with an agreement to address the cattails and phragmites that have infiltrated the Village of Round Lake's properties. In trying to complete the task that was requested of "knocking down" the non-native invasive vegetation of cattails and phragmites, a burn price was requested, it is our experience that cattails and phragmites do not burn well, especially not herbicide treated first. To offer pricing for a project that would be unsuccessful would not do the Village or ILM any justice. We are offering an alternative plan; we suggest mowing the vegetation down now or in early spring then follow-up with an herbicide treatment in late July of 2017.

Another option, which might be more cost effective, would be to herbicide treat the cattails and phragmites in late July of 2017 then follow up with a mowing. Cattails and phragmites are perennials and once treated those plants will not return. What will pop up and start to grow is seed bank cattails and phragmites; these will need to be treated yearly to keep them out. Once ILM completes one year we can make recommendations for reseeding the sites to promote native diversity vegetation.

Thank You,  
*April Nielsen*



TRUSTED CARE OF LAND & WATER

2017 W. Townline & Railroad Ave.  
Village of Round Lake

Proposal #: 7370  
October 21, 2016

<b>W. Townline Road Basin</b>	<b>Visits</b>	<b>Price/visit</b>	<b>Price</b>
Price includes the mowing of the cattails and Phragmites using a marsh master. This does not include the chemical treatment to the cattails or Phragmites; or the removal of the mowed debris.	1	\$2,710.00	\$2,710.00

\*ILM highly recommends treating the cattails and phragmites at the end of July 2017, post mowing to ensure they do not continue to grow. Follow-up treatments will be required for an estimated 2-4 years, declining in price and magnitude each season.

<b>W. Townline Rd. Herbicide Treatment</b>	<b>Visits</b>	<b>Price/visit</b>	<b>Price</b>
Application of systemic herbicide to cattails. Two treatments required for satisfactorily die back. Initial application to be completed once plants reach maturity, no earlier than the end of July.	1	\$1,440.00	\$1,440.00

To be completed post mowing.

<b>Railroad Ave. Basin</b>	<b>Visits</b>	<b>Price/visit</b>	<b>Price</b>
Price includes the mowing of the cattails and Phragmites using a marsh master. This does not include the chemical treatment to the cattails or Phragmites; or the removal of the mowed debris.	1	\$3,280.00	\$3,280.00

\*ILM highly recommends treating the cattails and phragmites at the end of July 2017, post mowing to ensure they do not continue to grow. Follow-up treatments will be required for an estimated 2-4 years, declining in price and magnitude each season.

<b>Railroad Ave. Herbicide Treatment</b>	<b>Visits</b>	<b>Price/visit</b>	<b>Price</b>
Application of systemic herbicide to cattails. Two treatments required for satisfactorily die back. Initial application to be completed once plants reach maturity, no earlier than the end of July.	1	\$1,125.00	\$1,125.00

To be completed post mowing.

By: \_\_\_\_\_ Accepted: \_\_\_\_\_  
 April Nielsen Date By signing I agree to ILM's standard terms and conditions  
 ILM Date

Please send service reports to: \_\_\_\_\_

Please send invoices to: \_\_\_\_\_

I DO or DO NOT want to be notified before you perform services



TRUSTED CARE OF LAND & WATER

2017 W. Townline & Railroad Ave.  
Village of Round Lake

Proposal #: 7370  
October 21, 2016

Please contact me at: \_\_\_\_\_

I want to:

pay monthly starting in \_\_\_\_\_ and finishing in \_\_\_\_\_

pay per occurrence



Village of Round Lake

info@ilmenvironments.com | ilmenvironments.com

ILM North: 110 Le Baron Street, Waukegan, IL 60085 (847) 244-6662

ILM South: 1360 Union Hill, Building 10 Suite F, Alpharetta, GA 30004 (678) 207-7631

Area located at 751 W. Townline Road, Round Lake, IL 60073



Area located at 659 Railroad Ave, Round Lake, IL 60073





VILLAGE OF ROUND LAKE  
**AGENDA ITEM SUMMARY**

**TITLE:** Authorization to purchase one “Swingline Stack-and-Shred 500X Auto Feed Shredder

**Agenda Item No.** COTW

***Executive Summary:***

Attached are three price quotes for one “Swingline Stack-and-Shred 500X” Auto Feed Shredder for the Police Department. The shredder is a budgeted item (\$2,500) intended to replace a failing high maintenance shredder now in service. This shredder is expected to meet our needs sufficiently for up to 8 years or longer.

A document shredder is a critical appliance for the police department. Many documents that the department generates carry sensitive and confidential information that with it bears a mandate of shredding and or burning when destruction is appropriate.

The Round Lake Police Department seeks approval to make this purchase from Quill.com. Attached are three sales price sheets. Quill.com lists the cost of the “Swingline Stack-and-Shred 500X Auto Feed Shredder” at \$1,651.99 and Shipping is free.

***Recommended Action:***

Staff recommends authorization to purchase one “Swingline Stack-and-Shred 500X Auto Feed Shredder” for a cost of \$1,651.99 from Quill.com

<b>Committee:</b> Police	<b>Meeting Date:</b> February 6, 2017 COTW																														
<b>Lead Department:</b> Police	<b>Presenter:</b> Michael Gillette; Chief of Police																														
<b>Item Budgeted:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  <b>If amount requested is over budget, a detailed explanation of what account(s) the overage will be charged to will be provided in the Executive Summary or attached detail.</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Account(s)</th> <th style="text-align: center;">Budget</th> <th style="text-align: center;">Expenditure</th> </tr> </thead> <tbody> <tr> <td>01-40-80-88018</td> <td style="text-align: right;">\$12,740.00</td> <td></td> </tr> <tr> <td>Item Requested</td> <td></td> <td style="text-align: right;">\$1,652.00</td> </tr> <tr> <td>YTD Actual</td> <td></td> <td style="text-align: right;">\$4,885.40</td> </tr> <tr> <td>Amount Encumbered</td> <td></td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td> </td> <td></td> <td></td> </tr> <tr> <td style="text-align: right;">Total:</td> <td style="text-align: right;">\$12,740.00</td> <td style="text-align: right;">\$6,537.40</td> </tr> <tr> <td colspan="3">Request is over/under budget:</td> </tr> <tr> <td style="text-align: right;">Under</td> <td></td> <td style="text-align: right;">\$6,202.60</td> </tr> <tr> <td style="text-align: right;">Over</td> <td style="text-align: center;">-</td> <td></td> </tr> </tbody> </table>	Account(s)	Budget	Expenditure	01-40-80-88018	\$12,740.00		Item Requested		\$1,652.00	YTD Actual		\$4,885.40	Amount Encumbered		\$0.00				Total:	\$12,740.00	\$6,537.40	Request is over/under budget:			Under		\$6,202.60	Over	-	
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Over	-																														

**Resolution 2017-R-\_\_\_**

**A Resolution Authorizing the Village of Round Lake Police Department to Purchase One “Swingline Stack-and-Shred 500X” Auto Feed Shredder from Quill.com**

**WHEREAS**, A reliable shredder is a necessary police department appliance and is a critical mechanism of efficient and effective police department confidential and sensitive document destruction when necessary; and

**WHEREAS**, the Round Lake Police Department has no other reasonable and viable avenue from which to maintain a reliable Village owned and operated document destruction system than to purchase ““Swingline Stack-and-Shred 500X” Auto Feed Shredder or similar item; and

**WHEREAS**, the Village President and Board of Trustees find that making this purchase 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. Purchasing one “Swingline Stack-and-Shred 500X” Auto Feed Shredder from Quill.com for the cost of \$1,651.99 is hereby authorized.
2. A Quill.com price sheet dated 01-27-17 is attached hereto as Exhibit A is hereby approved.
3. The Mayor, or his designee, is authorized to perform such other actions required to carry out the Village’s purchase, and to otherwise implement this resolution.

**APPROVED:**

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

**ATTEST:**

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

PASSED:

APPROVED:

AYES:

NAYS:

ABSENT:

Shredders, Projectors & Office Machines > Shredders & Accessories > Shredders > Shredders > Cross Cut Shredders >

### Swingline® Stack-and-Shred™ 500X Auto Feed Shredder; Super Cross-Cut, 500 Sheets, 10-20 Users

Item # 901-500X | Model # 500X



**REBATE** **\$1,651.99 /Each**

Delivery Date:  
60073 Go  
Estimated Arrival: Feb 01 - Feb 02  
[Track](#)

Shredder Type: Commercial  
Shredder Cut Type: Super Cross Cut  
Auto-Feed Shredding: Yes

**IN-STOCK**  
1  
Each

[Add to Cart](#)

[Add to My List](#)

**\$250 Mail in Rebate.**  
Offer good through 12/31/2017 while supplies last. Please click Rebate Coupon below for details.

**NEW Installment Payment Program:**  
6 equal payments - 0% interest on Technology purchases of \$500 or more. Click [HERE](#) to see how you can qualify.

Rebates \$250.00 [Rebate Coupon](#)

Free Shipping Easy Returns

[DESCRIPTION](#) [SPECIFICATIONS](#) [REVIEWS](#) [ACCESSORIES](#)

Description



America's #1 Selling Brand in Auto Feed Shredders lets you enjoy stack, shut and you're done shredding with the 500X. Everyone will appreciate the ability to automatically, super cross-cut shred 500 letter or legal sheets at once. Manual feed allows easy shredding of up to 10 sheets. Credit cards and DVD/CD shredding features also included. Intelligent Auto+® Jam Clearance/Interactive Jam Clearance technology and locking capability ensures hassle-free performance.

Swingline is America's #1 Selling Brand in Auto Feed Shredders. The Stack-and-Shred™ 500X cross-cut shreds 500 legal or letter size sheets into a lockable chamber. Intelligent Auto+® Jam Clearance and Interactive Jam Clearance prevent jams. Shreds 10 sheets manual. Also shreds DVD/CD & credit cards. 21-gallon bin.

- Spend less time shredding versus a traditional shredder - just stack, shut and you're done
- Super cross-cut shred style meets everyday security with added security for documents containing sensitive or personal information (Level P-4)
- Shred up to 500 sheets with automatic shredding and up to 10 sheets at a time during manual feed shredding
- 21-gallon pull-out waste bin with bin full indicator
- Continuous duty run time lets you shred more paper faster
- Ultra quiet (=60dB) to ensure minimal disruption in the office environment
- Lockable paper chamber with 4-digit programmable PIN protects sensitive information during shredding
- Intelligent SelfOil™ feature extends cutter life
- Intelligent Auto+® Jam Clearance reverses and re-feeds stuck papers
- Intelligent Self-Cleaning Cutters™ automatically remove shreds that cause build-up and lead to jams
- Intelligent Power Save™ auto shut down with automatic wake-up conserves energy
- Auto shreds documents, paper clips, staples. Bypass options available to shred DVDs, CDs, and credit cards.
- Wheels attached for easy mobility
- 2 year warranty on machine with onsite service, 20 years on cutters
- 21"L x 20"W x 32"H

**Specifications**

Product Information	Shredder Type :	Commercial	Shredder Cut Type :	Super Cross Cut
	Auto-Feed Shredding :	Yes	Media Destroyer :	Yes
	Height (in.) :	32"	Width (in.) :	20"
	Depth (in.) :	21"	Warranty :	2 years for machine, 20 years for cutters, 2 years on-site service
	Shredder Overload Protection :	No	Shreds CDs/DVDs :	Yes
	Jam Protection :	Yes	Shreds Credit Cards :	Yes
	Shreds Staples :	Yes	Manual Reverse :	Yes
	Automatic Reverse :	Yes	Auto Oiling :	Yes
	Shreds Paper Clips :	Yes	Automatic Start/Stop :	Yes
	Noise Level (dB.) :	60 dB	Security Level :	P-4
	Cool Down Time (minutes) :	Continuous	Shred Speed (ft/min) :	10 ft/min
	Recommended Number of Users :	10-20 users	Shred Size :	0.19" x 1.5"
Miscellaneous	Brand :	Swingline		
Weight	Weight :	89.95 lbs. per Each		

FREQUENTLY BOUGHT TOGETHER



Take \$10 off your order of \$45 or more

[Home](#) > [SWINGLINE](#) > [Shredders](#)



**Swingline Stack-and-Shred  
500X Auto Feed Shredder  
(1757577)  
No. 1757577**

~~\$2,499.99~~

**\$1,899.99** SALE



Ready To Ship

**Product Details**

**SKU:**  
1757577C

**Style:**  
Shredder

**Bin  
Capacity:**  
21 Gallon

**Cut Type:**  
Super  
Cross-cut

**Feed Type:**  
Auto Feed

**Anti-Jam  
Type:**  
Intelligent  
Auto+®  
Jam  
Clearance


**Swingline™ Stack-and-Shred™ 500X Hands-Free Shredder Item # 792249**

**\$ 1679 .99 / each**
**Add a Protection Plan (optional) ⓘ**

- No Protection
  3 Year Protection **+\$199.99**

Free delivery  
Estimated delivery 7-10 business days

**Description**

Just stack, shut and go!

- Simply toss in the sheets and shut the lid to start automatic shredding.
- Cross-cut shredding for confidential personal and business documents.
- Shreds up to 500 sheets automatically. Manual bypass lets you feed up to 10 sheets for on-the-spot shredding.
- Shreds pages into 0.19" x 1.5" pieces.
- Durable cutters slice through credit cards, paper clips and staples. The slot also accepts folded or crumpled paper, glossy sheets, legal size and thick paper.
- PIN code access for unattended operation. The programmable 4-digit code also prevents unauthorized operation.
- Auto+ Jam Free helps prevent shredder jams.
- SelfClean cutters for reduced maintenance.

**Product Details**

Item #	792249
OfficeMax #	23134270
Manufacturer #	1757577
Additional Information	Number of Shreds Per Page: 377; Release Date: 18-09-2013; Period of Warranty: 2 years for machine, 20 years for cutters, 2 years on-site service; Sheet Size: Legal
assembly required	No
automatic document feeder	yes
automatic start/stop	yes
brand name	Swingline
color	black
continuous run time	continuous
cut style	cross-cut
depth	21 in.
dimensions	36"H x 26"W x 27"D
Features	Self-cleaning Cutter; Quiet Operation; Power Save Mode; Auto Wake-up; Jam-free; Wheel; Bin Full Indicator; Overload Protection; Auto Shutoff; Programmable Lock; Auto-Oil
full-wastebasket indicator	yes
height	32 in.