

AGENDA
VILLAGE OF ROUND LAKE
COMMITTEE OF THE WHOLE MEETING
April 18, 2016
442 N. Cedar Lake Road
To Follow the Regular Board Meeting
The Regular Board Meeting is 7:00 P.M.

CALL TO ORDER

1. ROLL CALL

2. APPROVAL OF MINUTES

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

3. PUBLIC COMMENT

4. COMMITTEE OF THE WHOLE

- Community Development
- Clerk's Office
- Human Resources and Finance
 - Year End 2017 Salary Ordinance
- Public Works, Facilities and Capital Assets, and Engineering
- Special Events
- Building and Zoning
- Police
- Administration
 - Park & Park Information

5. SUGGESTED NEW TOPICS

6. EXECUTIVE SESSION

7. ADJOURN

MINUTES
VILLAGE OF ROUND LAKE
COMMITTEE OF THE WHOLE MEETING
April 4, 2016
442 N. Cedar Lake Road
To Follow the Regular Board Meeting
The Regular Board Meeting is 7:00 P.M.

CALL TO ORDER

THE COMMITTEE OF THE WHOLE MEETING OF THE VILLAGE OF ROUND LAKE WAS CALLED TO ORDER BY DAN MACGILLIS, VILLAGE PRESIDENT AT 7:29 P.M.

1. ROLL CALL

Present: Trustees Foy, Frye, Kraly, Newby, Triphahn

Absent: Trustee Rodriguez

2. APPROVAL OF MINUTES

2.1 Approve the Minutes of the Committee of the Whole Meeting of March 21, 2016

Trustee Frye moved, Seconded by Trustee Newby, to approve the Minutes of the Committee of the Whole Meeting of March 21, 2016. Upon a unanimous voice vote; the Mayor declared the motion carried

3. PUBLIC COMMENT

NONE

4. COMMITTEE OF THE WHOLE

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

○ Fiscal Year End 2016 Audit Engagement Letter

Finance Director Frerichs stated that the Village had entered into a five year audit proposal with Sikich and this is the third year of the proposal. Sikich provided an engagement letter for the fiscal year end 2016 audit with the amount included for the village audit and an amount for a single audit, if required.

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

○ 2016 Budget Amendments

FD Frerichs stated on an annual basis a review of actual expenses is conducted to determine if any funds are estimated to be over the annual budget amount. As of March 29, 2016 the 2011 Debt Service Fund are going to exceed the budget as a result of the Senior Citizen Utility tax Rebate Program being more popular than expected therefor an additional \$2,000.00 is recommend be added to the 2016 budget. In addition, the Police Pension Fund had one creditable service transfer request and two refund request therefore an additional \$250,000.00 is recommended be added to the 2016 budget.

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

- Public Works, Facilities and Capital Assets, and Engineering

- Pump #2 Replacement for Arden Lift Station

Public Works Director Adam Wedoff stated that one of the pumps at the Arden lift station has a bad lower seal and impeller. He requested to have the part replaced with new instead of repaired due to the other pump in the well having its lower seal replaced two years ago thus reducing the likelihood of both pumps failing at the same time

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

- Design Engineering for Sanitary Sewer Cleaning and Televising

PWD Wedoff stated that the Village is required to clean and televise 10% of its sanitary sewer system annually. Five RFP's were sent to select engineering firms to decide on the area that should be cleaned & televised, design the project, bid the project and provide a bid tab with recommendation to award. Four responded with Robinson Engineering being the lowest. He also stated that the work is proposed for FY 2017 budget

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

- Special Events

Trustee Triphahn stated that Vendors have been contacted for the Arbor Day Celebration. She also stated that with ComEd providing 200 small trees to be handed out to the residents, she is looking to have additional Trees to Raffle at the event.

- Building and Zoning

- Police

- Part-Time CSO Positions

Police Chief Gillette recommended adjusting the employee salary ordinance to substitute the current unfilled full time Police Department Community Service Officer (CSO) position with three part time CSO's. The Chief stated that they would be used during peak hours, such as for the school for traffic. The cost saving would be about \$10k in the first year.

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

- Administration

- SWALCO Contribution / WM Proposal

VA Shields stated that at our February 29th meeting there had been discussion regarding the electronic collection program with SWALCO and if the Village wanted to continue the program. At the SWALCO emergency meeting of March 3rd all but one member voted to discontinue the agency's electronic recycling program. Since that time, Walter Willis, the Executive Director of SWALCO sent an email on March 18th stating that the Village of Grayslake decided that they were willing to contribute \$20,000 toward the estimated \$62,000 needed to keep the program going through the calendar year. As of today, April 4th, Mr. Willis sent another email stating several other members had interest in voluntarily providing funding to keep the electronics program running through the end of the year and listed 8 members that indicated they are willing to contribute from \$2,000 to \$20,000, stating in total they are close to \$50,000 in commitments and then asked if other members are considering making a

donation. In the letter Mr. Willis also stated that both Highland Park and Waukegan indicated they would commit to keeping their sites open for the remainder of the year, but would not commit additional funding. The board asked the Finance Director how much money he feels we can afford and it was stated that it was a board decision as to the amount they are willing to put towards it. It was recommended only donating \$2,000.00 towards the program, VA Shields will find out what the other municipalities have committed too and let the board know to bring back for the board's approval. It was also mentioned to let our residents know that Highland Park and Waukegan still have their facilities open.

o Capital Improvements Program Discussion

VA Shields stated that nothing had changed in either the CIP plan or the Budget since the last meeting; he did note that four of the Villages wooden welcome signs have been taken down due to deterioration and will be replaced at a future date. He stated if there is no further discussion he would like to move this to the next consent agenda

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

o 2017 Budget Draft Discussion

VA Shields asked for any questions from the Board regarding the budget, thanking the department heads and liaison for all their work in putting it together. He stated if there is no further discussion he would like to move this to the next consent agenda

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

5. SUGGESTED NEW TOPICS

VA Shields stated that he is still looking into the Park on Park concerns that the resident brought to the last meeting and he would try and get it on the next agenda and have the history behind the parcel. The topic of Handicap parking had also been brought up regarding one person's discontent on having to pay for handicap parking when for several years, she has been parking for free. It was stated that the person in question had been informed that the Village did not change anything, it's just enforcing the ordinance that is currently on the books and the person in charge of monitoring the train lot in the past had been let go and the Police Department is currently enforcing what is in place. It was stated to the Board that individuals that have a Grey or Yellow Placard from the Department of Motor Vehicles do park for free, however, others do not. It was asked if other communities charge, whereas it was mentioned of the 11 municipalities called 8 do charge and 3 do not.

6. EXECUTIVE SESSION

NONE

7. ADJOURN

Motion by Trustee Foy, Seconded by Trustee Frye to adjourn the Committee of the Whole meeting at 8:04 P.M. Upon a unanimous voice vote, the Mayor declared the motion carried.

APPROVED:

Patricia C. Blauvelt
Village Clerk

Daniel MacGillis
Village President



VILLAGE OF ROUND LAKE
AGENDA ITEM SUMMARY

TITLE: FISCAL YEAR END APRIL 30, 2017 SALARY ORDINANCE **Agenda Item No. COTW**

Executive Summary:

In conjunction with a resolution previously passed representing the guidelines for employee compensation an annual ordinance should be prepared to reflect a compensation pay plan for employees. As such, attached is an ordinance reflecting such compensation pay plan with a cost of living adjustment at 3.0% for Fiscal Year End 2017. Additional comments are attached.

Recommended Action:

Discuss an Ordinance Adopting the Fiscal Year End April 30, 2017 Employee Compensation Plan.

Committee: Human Resources & Finance		Meeting Date: April 18, 2016	
Lead Department: Finance		Presenter: Wayde Frerichs, Director of Finance	
Item Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A			
If amount requested is over budget, a detailed explanation of what account(s) the overage will be charged to will be provided in the Executive Summary or attached detail.	Account(s)	Budget	Expenditure
	Various	-	
	Item Requested		
	All Other Items		
	Y-T-D Actual		
	Encumbered		
	Total:	\$0.00	\$0.00
	Request is over/under budget:		
Under	-		
Over	-		

Salary Ordinance Notes

- Included in the 2017 budget is a 3.0% cost of living adjustment (COLA) and a 3.5% step increase for non-union employees. The 3.0% cost of living increase is based on the cost of living increase for the Police Department union employees.
- Both Police and Public Works union employees are not included in the compensation plan schedule. There are currently 30 active union employees.
- If the Ordinance is approved May 2nd, staff is recommending the COLA increase effective the same day, or for the payroll ending May 15, 2016 (pay period May 2nd – May 15th).
- Below is the history of salary adjustments over the previous six (6) fiscal years:

Fiscal Year-End	Approval Date	Ord. No.	COLA	Step	Total
2010/11	4/19/2010	10-O-20	0.00%	0.00%	0.00%
2011/12	3/5/2012	12-O-02	2.00%	0.00%	2.00%
2012/13	N/A - None	-	0.00%	0.00%	0.00%
2013/14	7/15/2013	13-O-7	2.00%	3.50%	5.50%
2014/15	5/19/2014	14-O-11	2.20%	3.50%	5.70%
2015/16	5/4/2015	5/4/2015	3.00%	3.50%	6.50%
Six year Average			1.53%	1.75%	3.28%

- o The step increase recommended in fiscal year end 2017 would be the fourth step increase in the last seven years.
- o The 3.0% COLA increase would be the fifth adjustment to the salary schedule in the last seven years. COLA adjustments are typically done to the salary schedule to remain competitive with surrounding communities.
- The number of employees impacted includes 17 full-time employees. Of the 17 full-time employees, 8 employee (47%) are at the highest step (capped) and will only receive the 3.0% COLA. The employees at top of range performance rates section of the compensation plan schedule are at zero percent (past schedules had a 2.0% through 4.0% range).
- The attached Compensation Plan schedule includes all authorized positions from the latest 2016 amended compensation plan. It should be noted that, with the exception of the seasonal Public Works part-time position, all other part-time positions were adjusted higher than the 3.0% COLA to remain competitive with our neighboring communities.

ORDINANCE NO. 16-O-XX

FISCAL YEAR END APRIL 30, 2017 EMPLOYEE COMPENSATION PLAN

WHEREAS, the Board of Trustees has previously implemented Employee Compensation Plan Guidelines; and

WHEREAS, the Board of Trustees deems it appropriate to confirm that these guidelines shall continue as the compensation guidelines applicable to Village employees as from time to time confirmed by the yearly budget approved by the Board of Trustees and further conditioned in this ordinance; and

WHEREAS, the Metropolitan Alliance of Police bargaining unit employees have an agreement which specifies a compensation plan for such members; and

WHEREAS, the International Union of Operating Engineers, Local 150, AFL-CIO bargaining unit employees have an agreement which specifies a compensation plan for such members.

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

SECTION 1: The foregoing findings and recitals, and each of them, are hereby adopted as Section 1 of this Ordinance and are incorporated by reference as if set forth verbatim herein.

SECTION 2: That the Guidelines for Employee Compensation are hereby confirmed as the applicable guidelines to be confirmed yearly by approval of the Village Budget, or as set forth in a duly approved collective bargaining agreement.

SECTION 3: That in conjunction with such guidelines, the Mayor, or his designee, is authorized to hire the number of positions provided for in Exhibit 1, except where Village Board approval is required by law.

SECTION 4: All Ordinances in conflict with this Ordinance, to the extent of such conflict are hereby repealed.

SECTION 5: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form.

APPROVED:

Daniel A. MacGillis, Village President

ATTEST:

Patricia C. Blauvelt, Village Clerk

PASSED:

APPROVED:

**PUBLISHED IN
PAMPHLET FORM:**

AYES:

NAYS:

ABSENT:

Village of Round Lake, Illinois - Compensation Plan
For the Fiscal Year Ended April 30, 2017
Cost of Living Adjustment: 3.0%

Grade	Steps										
	A	B	C	D	E	F	G	H	I	J	K
001	<u>No Positions Authorized in this Grade</u>										
	\$32,372	\$33,505	\$34,678	\$35,891	\$37,148	\$38,448	\$39,793	\$41,186	\$42,628	\$44,120	\$45,664
002	<u>No Positions Authorized in this Grade</u>										
	\$33,670	\$34,848	\$36,068	\$37,331	\$38,637	\$39,989	\$41,389	\$42,838	\$44,337	\$45,889	\$47,495
003	<u>No Positions Authorized in this Grade</u>										
	\$35,018	\$36,244	\$37,512	\$38,825	\$40,184	\$41,590	\$43,046	\$44,553	\$46,112	\$47,726	\$49,396
004	<u>Records Clerk: 1,</u>										
	\$36,418	\$37,693	\$39,012	\$40,377	\$41,790	\$43,253	\$44,767	\$46,334	\$47,956	\$49,634	\$51,371
005	<u>Administrative Support Assistant: 5, Administrative Support Assistant Part-Time: 1, Records Manager: 1</u>										
	\$37,874	\$39,200	\$40,572	\$41,992	\$43,461	\$44,982	\$46,557	\$48,186	\$49,873	\$51,618	\$53,425
006	<u>Facility and Fleet Manager: 1</u>										
	\$39,388	\$40,767	\$42,193	\$43,670	\$45,199	\$46,781	\$48,418	\$50,113	\$51,866	\$53,682	\$55,561
007	<u>Executive Support Assistant: 1</u>										
	\$40,965	\$42,399	\$43,883	\$45,419	\$47,008	\$48,654	\$50,356	\$52,119	\$53,943	\$55,831	\$57,785
008	<u>No Positions Authorized in this Grade</u>										
	\$42,604	\$44,095	\$45,638	\$47,236	\$48,889	\$50,600	\$52,371	\$54,204	\$56,101	\$58,065	\$60,097
009	<u>Code Enforcement Officer:</u>										
	\$44,309	\$45,860	\$47,465	\$49,126	\$50,846	\$52,625	\$54,467	\$56,373	\$58,346	\$60,389	\$62,502
010	<u>Code Enforcement Officer/Plan Reviewer: 1</u>										
	\$46,080	\$47,693	\$49,362	\$51,090	\$52,878	\$54,729	\$56,644	\$58,627	\$60,679	\$62,802	\$65,000
011	<u>No Positions Authorized in this Grade</u>										
	\$47,923	\$49,600	\$51,336	\$53,133	\$54,993	\$56,917	\$58,910	\$60,971	\$63,105	\$65,314	\$67,600
012	<u>No Positions Authorized in this Grade</u>										
	\$49,841	\$51,585	\$53,391	\$55,260	\$57,194	\$59,195	\$61,267	\$63,412	\$65,631	\$67,928	\$70,306
013	<u>No Positions Authorized in this Grade</u>										
	\$51,834	\$53,648	\$55,526	\$57,469	\$59,481	\$61,563	\$63,717	\$65,947	\$68,255	\$70,644	\$73,117
014	<u>No Positions Authorized in this Grade</u>										
	\$53,907	\$55,794	\$57,747	\$59,768	\$61,860	\$64,025	\$66,265	\$68,585	\$70,985	\$73,470	\$76,041
015	<u>No Positions Authorized in this Grade</u>										
	\$56,064	\$58,026	\$60,057	\$62,159	\$64,335	\$66,586	\$68,917	\$71,329	\$73,826	\$76,409	\$79,084
016	<u>No Positions Authorized in this Grade</u>										
	\$58,306	\$60,347	\$62,459	\$64,645	\$66,907	\$69,249	\$71,673	\$74,182	\$76,778	\$79,465	\$82,246
017	<u>Accounting Manager: 1 & Human Resources Manager: 1</u>										
	\$60,639	\$62,761	\$64,958	\$67,232	\$69,585	\$72,020	\$74,541	\$77,150	\$79,850	\$82,645	\$85,537
018	<u>No Positions Authorized in this Grade</u>										
	\$63,064	\$65,271	\$67,556	\$69,920	\$72,367	\$74,900	\$77,522	\$80,235	\$83,043	\$85,950	\$88,958

Village of Round Lake, Illinois - Compensation Plan
 For the Fiscal Year Ended April 30, 2017
 Cost of Living Adjustment: 3.0%

Grade	Steps										
	A	B	C	D	E	F	G	H	I	J	K
019	<u>No Positions Authorized in this Grade</u>										
	\$65,585	\$67,880	\$70,256	\$72,715	\$75,260	\$77,894	\$80,621	\$83,442	\$86,363	\$89,386	\$92,514
019A	<u>Commanders: 2</u>										
	\$68,872	\$71,283	\$73,777	\$76,360	\$79,032	\$81,798	\$84,661	\$87,624	\$90,691	\$93,865	\$97,151
020	<u>No Positions Authorized in this Grade</u>										
	\$70,197	\$72,654	\$75,197	\$77,829	\$80,553	\$83,372	\$86,290	\$89,310	\$92,436	\$95,671	\$99,020
021	<u>No Positions Authorized in this Grade</u>										
	\$70,938	\$73,421	\$75,991	\$78,650	\$81,403	\$84,252	\$87,201	\$90,253	\$93,412	\$96,681	\$100,065
022	<u>No Positions Authorized in this Grade</u>										
	\$73,776	\$76,358	\$79,031	\$81,797	\$84,660	\$87,623	\$90,690	\$93,864	\$97,149	\$100,549	\$104,068
023	<u>No Positions Authorized in this Grade</u>										
	\$76,726	\$79,411	\$82,191	\$85,067	\$88,045	\$91,126	\$94,316	\$97,617	\$101,033	\$104,570	\$108,230
023A	<u>Director of Finance: 1 & Director of Public Works: 1</u>										
	\$79,185	\$81,956	\$84,825	\$87,794	\$90,867	\$94,047	\$97,339	\$100,745	\$104,272	\$107,921	\$111,698
024	<u>Police Chief: 1</u>										
	\$79,796	\$82,589	\$85,479	\$88,471	\$91,568	\$94,773	\$98,090	\$101,523	\$105,076	\$108,754	\$112,560
025	<u>Village Administrator: 1</u>										
	\$82,988	\$85,893	\$88,899	\$92,010	\$95,231	\$98,564	\$102,013	\$105,584	\$109,279	\$113,104	\$117,063

**Employees At Top of Range
 Performance Rates - Range of Percentage to Use
 For Exemplary Performance**

0.00%

Performance pay is annual salary times a percentage above to arrive at a one time amount for those that are at the maximum step.

Other Part-Time Employee Rates

<u>Position Description</u>	<u>Hourly Rate</u>	<u>Authorized</u>
Police Officer	\$25.00	6
Public Works Employee	\$11.50	2 (seasonal workers)
Community Service Officer	\$20.00	3
Interns	\$18.00	1
Snow Plow Operators	\$18.00	5 (Without CDL)
Snow Plow Operators	\$25.00	5 (With CDL)

Note: The number after the position description represents positions authorized in the budget document. The grades that state "No Positions Authorized in this Grade" means for the current fiscal year end those grades have no budgeted positions.



VILLAGE OF ROUND LAKE
AGENDA ITEM SUMMARY

TITLE: ADELBERT SMITH PARK

Agenda Item No. COTW

Executive Summary:

In December 2011 six contiguous parcels of land were donated to the Village of Round Lake. The total donated parcels total approximately 5.04 acres of which 0.76 acres are under water. The land is a private park and in order to be a public park the private designation must be removed. All owners of the land must sign a document – a release of the private park. No development can occur with public funds until the private designation is removed. 25 lots have signed releases, 45 home owners need to be contacted.

In the event the Village is unable to convert and develop property into a park, within 13 years, property reverts back to the owner. If the park is done, it needs to be completed by December 2024.

Recommended Action:

For Discussion Purposes and Future Action by the Village Board.

Committee: -	Meeting Date: April 18, 2016																														
Lead Department: Administration	Presenter: Steven J. Shields, Village Administrator																														
Item Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A 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: center;">Account(s)</th> <th style="text-align: center;">Budget</th> <th style="text-align: center;">Expenditure</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">xx-xx-xx-xxxxx</td> <td style="text-align: center;">-</td> <td></td> </tr> <tr> <td>Item Requested</td> <td></td> <td></td> </tr> <tr> <td>Y-T-D Actual</td> <td></td> <td></td> </tr> <tr> <td>Amount Encumbered</td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align: right;">Total:</td> <td style="text-align: right;">\$0.00</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td colspan="3">Request is over/under budget:</td> </tr> <tr> <td style="text-align: right;">Under</td> <td style="text-align: center;">-</td> <td></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	xx-xx-xx-xxxxx	-		Item Requested			Y-T-D Actual			Amount Encumbered						Total:	\$0.00	\$0.00	Request is over/under budget:			Under	-		Over	-	
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Village of Round Lake Administration Department

442 N. Cedar Lake Road Round Lake, IL 60073

Ph. 847-546-5400 Fax 847-546-5405

www.eroundlake.com

April 14, 2016

To: Mayor and Board of Trustees
From: Steven J. Shields, Village Administrator
Subject: Adelbert Smith Park

In December 2011 six contiguous parcels of land were donated to the Village of Round Lake. Per review of the Closing binder and other documents on file, the following are a few notes:

- The total donated parcels total approximately 5.04 acres of which 0.76 acres are under water
- The site was visited on November 2, 2011 for an environmental review
 - The environmental report noted no environmental databases (underground storage tanks) and no facilities were ever located on the site
- Lake County records indicate that the site is mapped as a wetland area
- On December 5, 2011 an ordinance (Ordinance 11-O-28) was adopted authorizing the acquisition (donation) of the property
- Donation agreement stated the Village agrees to develop the land as a park
 - In the event the Village is unable to convert and develop property into a park, within 13 years, property reverts back to the owner
 - If the park is done, it needs to be completed by December 2024
- The land is a private park
 - In order to be a public park the private designation must be removed
 - All owners of the land must sign a document – a release of the private park
 - No development can occur with public funds until the private designation is removed
 - 25 lots have signed releases, 45 home owners need to be contacted

Attachments:

- Map of area
- Guide and Explanation to the Private Park and Road Release Document
- Donation Agreement

Sincerely,
Village of Round Lake

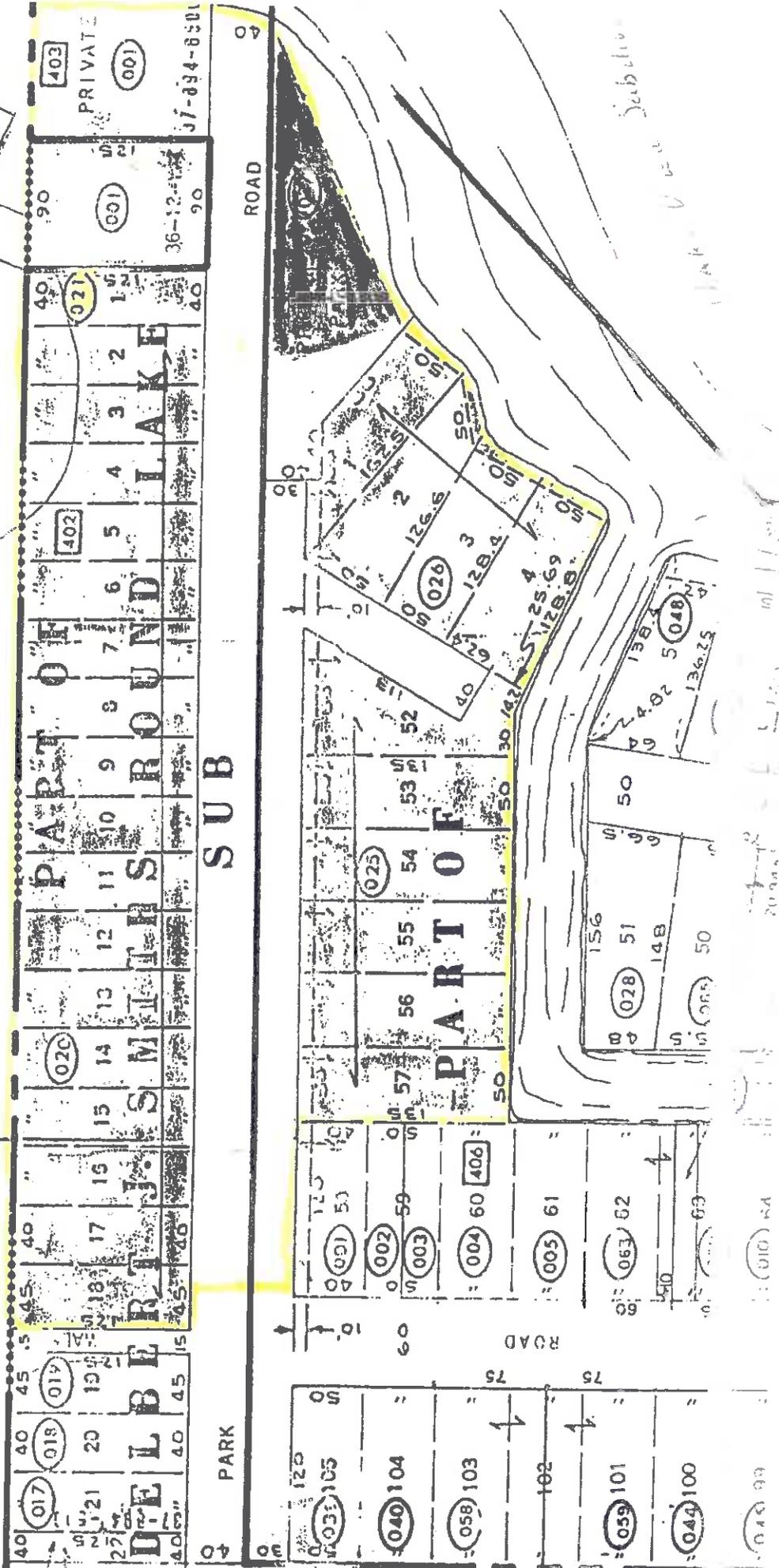
Steven J Shields

Steven J. Shields
Village Administrator

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GUIDE AND EXPLANATION
TO THE PRIVATE PARK AND ROAD RELEASE DOCUMENT

<p>Why do they use confusing, "Old Fashioned" legalese?</p>	<p>All real estate documents, are written in terms not used in everyday language. Many find the terms archaic and generally confusing. Unfortunately, the terms have historical common-law importance and cannot be completely dispensed with.</p>
<p>What is the Release of the "Private Park" for?</p>	<p>In 1928 when your land was platted, the developer set aside certain land as a "private park" but never built the park. The private park land is now owned by the Village. In order for the Village to make the property into a public park, the "private" designation must be removed.</p>
<p>This document says I'm releasing my rights to private roads, am I giving up road rights?</p>	<p>No. The plat of subdivision designated all the roads in the area as "private". The developer never built the roads and the village now owns and maintains the ones that it built. The park area contains land set aside for a private road which has never been constructed. In order for the Village to build the park, the "private road" designation must be removed.</p>
<p>What is Short Street?</p>	<p>Short Street is another private road which was set aside on the original plat of subdivision. It was never paved and literally leads to nowhere.</p>
<p>Who must sign it?</p>	<p>The document must be signed by all owners of the land. If there are two or more individuals (such as husband and wife) that own it all must sign. If the property is owned in a land trust, the trustee must sign the document, but the beneficiaries need not.</p>
<p>What is the point of the \$10 "consideration"?</p>	<p>The document contains a "consideration" clause. This provision, usually \$10, is intended to signal to anyone reading it that the parties intend the document to be a contract and not a simple gift or transfer of ownership. The \$10 figure is not intended to be the market value of the property. Almost all deeds for homes contain the same \$10 provision.</p>

This document is intended for use by Village of Round Lake staff and is not a substitute for consultation with an attorney.

Donation Agreement

The VILLAGE OF ROUND LAKE, a municipal corporation (hereinafter "**Village**"), and Brice Fawcett, (individually and as Trustee of The Valoise Fawcett Trust and member of Relm Properties LLC) and Gregg Fawcett (individually and in his capacity as a member of RELM Properties, LLC) and RELM Properties, LLC (collectively "**Owner**") hereby enter into this agreement ("**Agreement**").

In consideration of the mutual promises and covenants of the Owner and the Village (hereinafter "**Parties**") herein contained, it is agreed by and between the Parties as follows:

1. BACKGROUND.

1. The Village is an Illinois municipal corporation.
2. Owner owns the property commonly known as certain platted lots on Park Road Round Lake, Illinois and legally described on **Exhibit A** ("**Subject Property**").
3. The Subject Property is unimproved and Owner desires to donate the Subject Property to the Village.
4. The Village desires to accept the subject property "As Is" in accord with the terms of this donation agreement.

2. CONVEYANCE OF SUBJECT PROPERTY.

2.A Conveyance.

1. Owner, at no cost to the Village other than the 2011 Taxes and closing costs set forth below, agrees to convey fee simple title to the Subject Property to the Village of Round Lake by warranty deed, subject only to the Permitted Exceptions (as defined in Section 2.C below).
2. The timing of such conveyance is described below.

2.B Closing on the transfer of title.

The closing on the conveyance shall occur within 30 days of the effective date of this Agreement and shall occur at the offices of Chicago Title Insurance Company at a location and time to be reasonably agreed upon by counsel for the Parties.

2.C Title, survey and closing costs.

2.C.1 Title commitment.

On or before execution hereof, Owner shall deliver to Village a commitment ("Title Commitment") issued by Chicago Title Insurance Company ("Title Company"), on the current

form of American Land Title Association Owner's Policy-Form B, in the minimum amount of \$10,000, committing to insure Village's fee simple title to the Subject Property with extended coverage over general exceptions. The Title Commitment shall be subject only to (i) the following title exceptions – general taxes for the year 2011 not yet due and payable; covenants and restrictions of record as to use and occupancy; building lines and building restrictions of record; zoning and building laws and ordinances; public utility easements; ("Permitted Exceptions"); and (ii) title exceptions pertaining to liens or encumbrances of an ascertainable amount, which may be removed by the payment of money by the Owner at Closing. Title policy and escrow closing fee to be paid for by Village.

2.C.2 Survey and other documents.

Village may obtain a survey of the Subject Property at its own cost. Village may also enter the subject property during business hours for the purpose of inspecting same or performing an environmental assessment if it so chooses.

2.C.3 Cancelation.

The Village may cancel this agreement at any time prior to closing in its sole discretion.

2.C.4 Closing Costs.

All closing costs and recordation fees shall be paid by the Village. There shall be no proration of 2011 taxes and Village shall pay 2011 taxes. Taxes for 2010 and prior shall be paid at or prior to closing.

Owner shall be responsible for its own attorneys fees.

3. REPRESENTATIONS AND WARRANTIES AND RELEASE OF PARTIES.

3.A Owner hereby represents and warrants to Village that:

1. Owner has no knowledge, after due inquiry, of any outstanding violations of any laws (including state and federal environmental laws), ordinances, regulations, requirements, orders, writs, injunctions or decrees of any court or governmental instrumentality affecting the Subject Property and its potential use as a park;

2. The execution and delivery of this Agreement and the conveyance of the Subject Property have been duly authorized by Owner and this Agreement is binding against Owner in accordance with its terms;

3.B Release by Village.

Village shall hold Owner harmless and release Owner from liability of any kind concerning the Subject Property, absent fraud by Owner.

4. DEVELOPMENT AS A PARK

The parties understand that the donation of the subject property is predicated on the above understanding and commitment that the Village will develop the donated land, excluding Short Street as a park. As it concerns the Short Street parcel, Village will use its best efforts to place same into some appropriate public use. The parties therefore agree that this agreement and the deed shall contain the following language:

This Deed is Subject to: the Village of Round Lake, a municipal corporation, developing substantially all of the subject property contained in this deed, excluding short street into a public park. The Village will use its best efforts to place short street into some appropriate public use. The Park shall be named after Adelbert James Smith. In the event the Village of Round Lake is unable to or fails to convert and develop the subject property into a park within 13 years from the date of this deed, the subject property shall revert back to Grantor, Brice Fawcett , his estate or assignee and Gregg Fawcett, his estate or assignee. Provided that title has not already reverted as set forth above, this covenant shall expire on the date which is 25 years after the date of his deed.

5. MISCELLANEOUS PROVISIONS

5.A Non-waiver/Modification.

The failure of either Party to exercise any right, power or remedy given to it under this Agreement, or to insist upon strict compliance with it, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent Default, nor a waiver by either Party of its rights at any time to require exact and strict compliance with all of the terms of this Agreement. This Agreement may be modified and amended from time to time only by written amendment signed by all parties and following any public hearings, if same are required by law.

5.B Governing Law and Venue.

This Agreement shall be construed in accordance with the laws of the State of Illinois and venue for resolution of all disputes shall be the 19th Judicial Circuit Court, Lake County, Illinois.

5.C Severability.

In the event any provision of this Agreement or part thereof shall be deemed invalid by a court of competent jurisdiction, such invalidity of said provision or part thereof shall not affect the validity of any other provision hereof or the Agreement as a whole.

5.D Entire Agreement/ No Third Party Beneficiaries.

Except as expressly set forth herein, this Agreement constitutes the entire agreement between the Parties hereto with respect to the relationship of the Parties contemplated herein, and supersedes all prior and contemporaneous agreements and undertakings of the Parties pertaining to the subject matter hereof. Nothing in this Agreement shall create, or be construed to create, any third party beneficiary rights in any person or entity not a signatory to this Agreement.

5.E Notices.

All notices required to be given hereunder (herein "Notice") shall be in writing and shall be properly served on the date delivered in person or on the date deposited, postage prepaid, with the United States Postal Service for delivery via certified mail, return receipt requested, addressed:

If to the Owner:

Beice Gancet
112 Tower RA
Quincy, Ill 60511

with copies to: Richard A. Kocurek
3306 South Grove Avenue
Berwyn, IL
Fax 708-795-0266

If to the Village: Village Administrator
Village of Round Lake
442 N. Cedar Lake Rd.
Round Lake, IL 60073

with copies to: Michael F. Zimmermann, Esq.
Raysa & Zimmermann, LLC
22 South Washington Ave.
Park Ridge, IL 60068
Fax 847-268-8614

Any Party hereto may change the place and/or person listed above and/or add persons to the above list for the giving of Notices by Notice given ten (10) days prior to the effective date of such change.

6. COUNTERPARTS.

This Agreement may be executed in counterparts, each of which shall be deemed an original; and in such instance each such counterpart shall constitute an original hereof.

7. FACSIMILES/SCANNED COPIES.

The Parties agree that a facsimile or scanned of this Agreement or any counterpart signature page bearing the facsimile or scanned signature of any party, shall be deemed to be of the same force and effect as an original of a manually signed counterpart of this Agreement

IN WITNESS WHEREOF, the parties have executed this Agreement this 19th day of December, 2011.

OWNER:

THE VALOISE FAWCETT TRUST

By: _____
Brice Fawcett, Trustee

RELM PROPERTIES, LLC

BY: _____
Brice Fawcett, Member

Gregg Fawcett, Member

Brice Fawcett, for himself

Gregg Fawcett, For Himself

VILLAGE OF ROUND LAKE, Illinois

By: _____
Village President

Attest: _____
(SEAL)
Village Clerk

7. FACSIMILES/SCANNED COPIES.

The Parties agree that a facsimile or scanned of this Agreement or any counterpart signature page bearing the facsimile or scanned signature of any party, shall be deemed to be of the same force and effect as an original of a manually signed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement this 19th day of December, 2011.

OWNER:

THE VALOISE FAWCETT TRUST

By: Brice Fawcett
Brice Fawcett, Trustee

VILLAGE OF ROUND LAKE, Illinois

By: _____
Village President

Attest:

RELM PROPERTIES, LLC

BY: Brice Fawcett
Brice Fawcett, Member

(SEAL)
Village Clerk

Gregg W. Fawcett
Gregg Fawcett, Member

Brice Fawcett
Brice Fawcett, for himself

Gregg W. Fawcett
Gregg Fawcett, For Himself

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 Boris Pavlov - Greg Pava personally known to me to be the _____ of _____ and personally known to me to be the same corporation whose name is subscribed to the foregoing instrument as Owner, appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as his/her free and voluntary act [and as the free and voluntary act of said corporation if applicable] for the uses and purposes therein set forth.

GIVEN under my hand and official seal this _____ day of _____, 2011.

(SEAL)

Notary Public

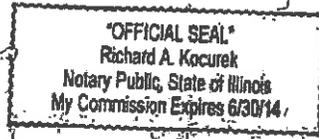


Exhibit A Subject Property Legal Description

PARCEL 1: THAT PART OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 1 IN ADELBERT J. SMITH'S ROUND LAKE SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 17, 1928 AS DOCUMENT NUMBER 321303 IN BOOK "T" OF PLATS, PAGE 13; THENCE EAST ON THE NORTH LINE OF SAID 1/4 SECTION, 90 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID LOT 1, 125 FEET TO THE NORTH LINE OF PARK ROAD; THENCE WEST ON SAID NORTH LINE, 90 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH ON THE EAST LINE OF SAID LOT 1, 125 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS. (PIN 06-20-400-001-0000)

PARCEL 2: LOTS 2 TO 18, BOTH INCLUSIVE, IN ADELBERT J. SMITH'S ROUND LAKE SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 17, 1928 AS DOCUMENT NUMBER 321303 IN BOOK "T" OF PLATS, PAGE 13, IN LAKE COUNTY, ILLINOIS. (PIN 06-20-402-020-0000)

PARCEL 3: LOT 1 IN ADELBERT J. SMITH'S ROUND LAKE SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 17, 1928 AS DOCUMENT NUMBER 321303 IN BOOK "T" OF PLATS, PAGE 13, IN LAKE COUNTY, ILLINOIS. (PIN: 06-20-402-021-0000)

PARCEL 4: "PRIVATE PARK" AS SHOWN ON PLAT OF ADELBERT J. SMITH'S ROUND LAKE SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 17, 1928 AS DOCUMENT NUMBER 321303 IN BOOK "T" OF PLATS, PAGE 13, IN LAKE COUNTY, ILLINOIS. (PIN: 06-20-403-001-0000)

PARCEL 5: LOTS 52 TO 57, BOTH INCLUSIVE, IN ROUND LAKE VIEW, BEING A SUBDIVISION OF THE EAST 1/2 <TO SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 22, 1926 AS DOCUMENT NUMBER 277469 IN BOOK "P" OF PLATS, PAGE 22, TOGETHER WITH THAT PART OF ROUND LAKE VIEW, AFORESAID, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 52 IN SAID SUBDIVISION; THENCE DUE NORTH 10 FEET; THENCE WEST ALONG A LINE PARALLEL TO AND 10 FEET NORTH OF THE NORTH LINE OF LOTS 52 TO 57, BOTH INCLUSIVE, IN SAID

SUBDIVISION TO THE WEST LINE EXTENDED NORTH OF LOT 57 IN SAID SUBDIVISION; THENCE SOUTH ALONG SAID EXTENDED LINE 10 FEET TO THE NORTHWEST CORNER OF SAID LOT 57; THENCE EAST ALONG THE NORTH LINE OF LOTS 57, 56, 55, 54, 53 AND 52 IN SAID SUBDIVISION TO THE POINT OF BEGINNING, ALL IN LAKE COUNTY, ILLINOIS. (PIN: 06-20-406-025-0000)

PARCEL 6: LOTS 1, 2, 3 AND 4 IN ROUND LAKE VIEW, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 22, 1926 AS DOCUMENT NUMBER 277469 IN BOOK "P" OF PLATS, PAGE 22, TOGETHER WITH THAT PART OF ROUND LAKE VIEW DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST WESTERLY CORNER OF LOT 1 IN SAID SUBDIVISION; THENCE DUE NORTH 10 FEET; THENCE EAST ALONG A LINE PARALLEL TO AND 10 FEET NORTH OF THE NORTH LINE OF SAID LOT 1, TO THE WEST LINE OF PRIVATE PARK; THENCE SOUTH 10 FEET ALONG SAID WEST LINE TO THE NORTH LINE OF LOT 1 AFORESAID; THENCE WEST ALONG SAID NORTH LINE TO POINT OF BEGINNING, ALL IN LAKE COUNTY, ILLINOIS. (PIN: 06-20-406-026-0000)

SHORT STREET PARCEL: THAT PART OF ADELBERT J. SMITH'S ROUND LAKE SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 17, 1928 AS DOCUMENT 321303 IN BOOK "T" OF PLATS, PAGE 13 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTHEAST CORNER OF LOT 78; THENCE NORTH ALONG THE EAST LINE OF SAID LOT 78, 125.00 FEET; THENCE EAST 50.00 FEET; THENCE SOUTH ALONG THE WEST LINE OF LOT 79, 125.00 FEET; THENCE WEST 50.00 FEET TO THE PLACE OF BEGINNING, IN LAKE COUNTY, ILLINOIS. (PIN: 06-20-405-012-0000)