

AGENDA
VILLAGE OF ROUND LAKE
COMMITTEE OF THE WHOLE MEETING
February 29, 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 February 16, 2016

3. PUBLIC COMMENT

4. COMMITTEE OF THE WHOLE

- Community Development
- Clerk's Office
- Human Resources and Finance
 - Copier Lease Agreements
- Public Works, Facilities and Capital Assets, and Engineering
 - Urban Forest Management Plan Update
 - Parkway Trees Removal
- Special Events
- Building and Zoning
- Police
 - Retail Theft Ordinance Revision
 - Title 10 Vehicles and Traffic Ordinance Revision
- Administration
 - Corner Garage – Groundwater Use Ordinance

5. SUGGESTED NEW TOPICS

6. EXECUTIVE SESSION

7. ADJOURN

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

1. ROLL CALL

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

Absent: Trustee Kraly

2. APPROVAL OF MINUTES

2.1 Approve the Minutes of the Committee of the Whole Meeting of February 1, 2016

Trustee Foy moved, Seconded by Trustee Frye, to approve the Minutes of the Committee of the Whole Meeting of February 1, 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
- Public Works, Facilities and Capital Assets, and Engineering
- Special Events
- Building and Zoning
- Police
- Administration

○ Authorized IMRF Agent

Village Administrator Shields requested authorization to appoint Wayde Fredrichs as the Interim Illinois Municipal Retirement Funds Authorized Agent for the Village of Round Lake until the Human Resources Position is filled

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

○ Human Resources Position

VA Shields stated that as part of Managements Overall Vision Evaluation (MOVE) that had been discussed last fall, one of the initiatives was to hire a full –time HR professional. VA Shields discussed items within the packet, including a professional initiative goal and objective sheet, job description, an amended employee compensation plan adding the HR Mgr. position and eliminating the AVA title. Also

in the packet had been the new HR Mgr. posting and Accounting Manger job position posting, that would be to fill Wayde Frerichs old position. The Board commented that this has been a long time coming and to move forward.

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 Newby, Seconded by Trustee Frye to adjourn the Committee of the Whole meeting at 7:21 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: KONICA MINOLTA AGREEMENTS

Agenda Item No. COTW

Executive Summary

The Village's current agreement with Konica Minolta will expire in March 2016. The current agreement includes the lease of two Konica Minolta C454 multi-functional copiers as well as service, maintenance, supplies and cost per copy on three additional copiers.

See attached for the two options staff is proposing - Options A: No contracts and Option B enter into a new lease agreement along with eliminating the older copiers. Staff is recommending Option B. Staff also received cost from Canon, however, they were higher than the Konica amounts. Finally, attached is Konica Minolta lease contracts and other paperwork that needs to be completed.

Recommended Action

Discuss for additional staff guidance and further Village Board Action

Committee: -	Meeting Date: February 29, 2016																																							
Lead Department: Administration	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.	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;">Account(s)</th> <th style="width: 30%;">Budget</th> <th style="width: 30%;">Expenditure</th> </tr> </thead> <tbody> <tr> <td>+++++++88018</td> <td></td> <td></td> </tr> <tr> <td>Item Requested</td> <td style="text-align: right;">\$18,122.00</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Y-T-D Actual</td> <td></td> <td style="text-align: right;">\$12,173.16</td> </tr> <tr> <td>Amount Encumbered</td> <td></td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Total</td> <td style="text-align: right;">\$18,122.00</td> <td style="text-align: right;">\$12,173.16</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td>Total</td> <td style="text-align: right;">\$0.00</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Grand Total</td> <td style="text-align: right;">\$18,122.00</td> <td style="text-align: right;">\$12,173.16</td> </tr> <tr> <td colspan="3">Request is over/under budget:</td> </tr> <tr> <td style="text-align: center;">Under</td> <td></td> <td style="text-align: right;">\$5,948.84</td> </tr> <tr> <td style="text-align: center;">Over</td> <td style="text-align: center;">-</td> <td></td> </tr> </tbody> </table>	Account(s)	Budget	Expenditure	+++++++88018			Item Requested	\$18,122.00	\$0.00	Y-T-D Actual		\$12,173.16	Amount Encumbered		\$0.00	Total	\$18,122.00	\$12,173.16							Total	\$0.00	\$0.00	Grand Total	\$18,122.00	\$12,173.16	Request is over/under budget:			Under		\$5,948.84	Over	-	
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Attachment A

The Village's current agreement with Konica Minolta will expire in March 2016. The current agreement includes the lease of two Konica Minolta C454 multi-functional copiers as well as service, maintenance, supplies and cost per copy on three additional copiers. At the end of the lease term the Village has the option to A.) Purchase the copiers at the current fair market value or B.) Enter into a new agreement for the lease of two new copiers, including an additional cost for service, maintenance, supplies and cost per copy.

The estimated annual expenditures for FY16 are:

Copier	Location	Annual Service/Maintenance & Print Cost	Annual Lease Payment	Total per Device
C454	Village Hall	\$962.28	\$3,136.56	\$4,098.84
BIZ250	Public Works	\$511.08	\$0	\$511.08
C450	Public Works	\$1,527.00	\$0	\$1,527.00
C452	Police	\$1,876.68	\$0	\$1,876.68
C454	Police	\$2,047.92	\$3,136.44	\$5,184.36
Estimated Annual Expenditures				\$13,197.96

* The estimate above is based on average monthly usage for FYE 2015.

Below is a summary of the cost benefit analysis completed by staff.

Option A:

Copier	Location	Annual Service/Maintenance & Print Cost	Annual Lease Payment	Total per Device
C454	Village Hall	\$2,520.00	\$0	\$2,520.00
BIZ250	Public Works	\$695.00	\$0	\$695.00
C450	Public Works	\$2,520.00	\$0	\$2,520.00
C452	Police	\$2,850.00	\$0	\$2,850.00
C454	Police	\$2,520.00	\$0	\$2,520.00
Estimated Annual Expenditure for Option A				\$11,105.00

* The estimate above is based on service calls and supplies purchased during FY15. The estimate does not include cost of any replacement parts, fair market value buyout of \$3,400 or final lease payment of \$1,045.50.

Option B:

Copier	Location	Annual Service/Maintenance & Print Cost	Annual Lease Payment	Total per Device
C454	Public Works	\$882.12	\$0	\$882.12
C454e	Village Hall	\$916.08	\$3,240.00	\$4,156.08
C454	Police	\$1,066.44	\$0	\$1,066.44
C454e	Police	\$1,724.28	\$3,240.00	\$4,964.28
Estimated Annual Expenditures for Option B				\$11,068.92

* Option B includes the lease of two new copiers and removing BIZ250, C450, and C452 that have reached the end of their useful life.



MOVE / CHANGE REQUEST

Check Applicable Box:

Update Records Only

Physical Move by KMBS Required

Technical Deinstall/Install Only

Model C454 Serial # A4FJ011003305
(required) (required)

Requested Deinstall Date: _____

If multiple units are involved, attach a separate sheet with model(s) and serial number(s)

EQUIPMENT	CURRENT EQUIPMENT LOCATION		Account #	NEW EQUIPMENT LOCATION		Account #
	Name	Village of Round Lake		Name	Village of Round Lake Public Works	
	Attn Line 1	Wayde Frerichs		Attn Line 1	Peggy Gustafson	
	Attn Line 2			Attn Line 2		
	Street Address	442 N. Cedar Lake Road		Street Address	751 W. Townline Road	
	City	Round Lake	State IL Zip 60073	City	Round Lake	State IL Zip 60073
	Phone	847-546-5400	Email wfrerichs@eroundlake.com	Phone	847-546-5400	Email wfrerichs@eroundlake.com

BILLING	NEW SOLD TO		Account #	NEW MAINTENANCE PAYER		Account #
	Name			Name		
	Attn Line 1	Village Hall		Attn Line 1	Village Hall	
	Attn Line 2			Attn Line 2		
	Street Address			Street Address		
	City		State IL Zip 60008	City		State IL Zip

BILLING	NEW BILL TO		Account #	NEW EQUIPMENT PAYER		Account #
	Name			Name		
	Attn Line 1	no changes		Attn Line 1	no changes	
	Attn Line 2			Attn Line 2		
	Street Address			Street Address		
	City		State Zip	City		State Zip

MOVE	Requested Pick-up Date: _____ <small>Three (3) day notice prior to pick-up required.</small>		Pick-up Contact		Delivery Contact	
	Name	Brandy Schroff	Name	Peggy Gustafson		
	Phone	847-546-5400	Phone	847-546-0962		

Is technical install/deinstall required? Yes No Is current office closing? No Yes if yes, When: _____
Date

CHARGES	QTY	DESCRIPTION	FIRST UNIT PRICE	EACH ADDITIONAL UNIT PRICE	INVOICE AMOUNT
		Same Metro Area Move with KMBS to deinstall and install		\$ -	no
		Outside Metro Area Move utilizing outsourced shipping company			
		KMBS Technical deinstall and install only - customer to move			

Customer PO required? No Yes PO #: _____

INVOICE TOTAL: _____

Payment Terms: Net 30 unless Check or Credit Card	<input type="checkbox"/> Yes, I want to pay by Credit Card. Please provide contact name/phone below. <input type="checkbox"/> Pay in Full (including applicable tax) <input type="checkbox"/> Partial Payment, Amount \$ _____ Contact Name: _____ Phone: _____	Amount: _____ Check #:
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Customer's signature below approves the above change(s) and authorizes the above invoice total. If payment by credit card is indicated above, customer hereby grants KMBS the authority to charge the customer's credit card in the amount indicated.

Customer Name _____ <small>Please print</small>	KMBS Representative _____ <small>Date</small> 1/28/10
Signature _____ <small>Date</small>	KMBS Branch Manager _____ <small>Date</small>
Title _____	KMBS Service Manager _____ <small>Date</small>

KMBS USE

Check Applicable Box Sold Lease - Lease Co Name: _____ Lease No: _____ Other: _____

Current Customer: Sold to Account: _____ Bill to Account: _____ Maintenance Payer Account: _____ Equipment Payer Account: _____

Current Servicing Branch/Dir: _____ Current Sales Cost Center: _____ New Servicing Branch/Dealer: _____

Agreement #: _____
Price Plan #: _____ Customer Code 1: _____ Customer Code 3: _____
Subfleet #: _____ Customer Code 2: _____ Customer Code 4: _____

Comments/Special Instructions: _____

Order Package Acceptance Agreement

Customer Name/Address:

VILLAGE OF ROUND LAKE
442 N CEDAR LAKE RD
ROUND LAKE, IL 60073-2802

Customer's signature below constitutes Customer's acceptance of the preceding forms in this Order Package (as identified by Order Package ID S00280427 time stamped 01/27/16 03:52 PM).

For the items covered by a KMBS billed maintenance contract, Customer's signature below also acknowledges Customer's consent to 'KMBS Standard Maintenance Terms and Conditions - Schedule A (Updated September 1, 2015)', available in hardcopy upon request or online at <http://kmbs.konicaminolta.us/MaintenanceTerms-M93C>, terms of which are incorporated into this Agreement. KMBS assumes no responsibility to pick-up, return to any party, and/or resolve any financial obligations on any existing Customer equipment except as specifically stated in this Agreement or separately executed form.

Not binding on KMBS until signed by KMBS Manager.

Authorized Customer Representative

Name: _____
(Please Print)

X Signature: _____

Title: _____

Date: _____

KMBS Representative

Name: Antoinette Tobin
(Please Print)

Signature: _____

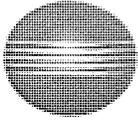
Date: 1/27/16

KMBS Manager

Name: Mike Hoffman
(Please Print)

Signature: _____

Date: 1/27/16



KONICA MINOLTA

NON-APPROPRIATION FORM

ADDENDUM TO Agreement No. _____ between Konica Minolta Premiere Finance, Lessor

And Village of Round Lake _____, Lessee
(Full Legal Name of Lessee)

Dated: 1/28/2016 _____

FOR MUNICIPALITIES ONLY

A. CUSTOMER COVENANTS: You covenant and warrant that (1) it has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the payments scheduled to come due and to meet its other obligations under the Agreement and such funds have not been expended for other purposes; and (2) that there is no action, suit, proceeding or investigation pending, or threatened in any court or other tribunal or competent jurisdiction, state or federal or before any public board or body, which in any way would (a) restrain or enjoin the delivery of the Agreement or the ability of you to make its Base Payments (as set out above); (b) contest or affect the authority for the execution or delivery of, or the validity of, the Agreement; or (c) contest the existence and powers of you; nor is there any basis for any such action, suit, proceeding or investigation; and (3) That the equipment will be operated and controlled by you and will be used for essential government purposes and will to be essential for the term of the Agreement.

(4) You have not previously terminated a rental for non-appropriation, except as specifically described in a letter appended hereto.

B. SIGNATURES: Each signor (two if monthly payment exceeds \$1,200) warrants that he/she is fully conversant with the governing relevant legal and regulatory provisions and has full power and authorization to bind you. Signor(s) for you further warrant(s) its governing body has taken the necessary steps; including any legal bid requirements, under applicable law to arrange for acquisition of the Equipment; the approval and execution has been in accordance with all applicable open meeting laws; and that a resolution of the governing body of you authorizing execution of the Agreement has been duly adopted and remains in full force and effect.

C. NON APPROPRIATION: In the event you are in default under the Agreement because:

- 1. Funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all of your obligations under the Agreement during said fiscal period;
2. Such non-appropriation did not result from any act or failure to act of you;
3. You have exhausted all funds legally available for all payment due under the Agreement; and
4. There is no other legal procedure by which payment can be made to Lessor.

Then, provided that (a) you have given Lessor written notice of the occurrence of paragraph 1 above thirty (30) days prior to such occurrence; (b) Lessor has received a written opinion from your counsel verifying the same within ten (10) days thereafter; and (c) you do not directly or indirectly purchase, rent or in any way acquire any services or equipment supplied or provided for hereunder; upon receipt of the equipment delivered to a location designated by Lessor, at your expense, Lessors remedies for such default shall be to terminate the Agreement at the end of the fiscal period during which notice is given; retain the advance payments, if any; and/or sell, dispose of, hold, use or rent the equipment as Lessor in its sole discretion may desire, without any duty to account to you.

Approved and agreed to as an Addendum to and part of the Agreement, this 28th day of January.

LESSOR ACCEPTANCE

Konica Minolta Premier Finance
DATED LESSOR SIGNATURE TITLE

CUSTOMER ACCEPTANCE

1/28/16 Village of Round Lake
DATED CUSTOMER SIGNATURE TITLE

36-6006086
FEDERAL TAX I.D.# PRINT NAME



KONICA MINOLTA

Premier Lease Agreement

For office use only (Check one): Branch Windsor

S00280427
01/28/16 12:10 PM

APPLICATION NUMBER
2063671

AGREEMENT NUMBER

This Premier Lease Agreement ("Agreement") is written in "Plain English". The words you and your, refer to the customer (and its guarantors). The words Lessor, we, us and our, refer to Konica Minolta Premier Finance, a program of Konica Minolta Business Solutions U.S.A., Inc., its subsidiaries and affiliates. (Supplier)

CUSTOMER INFORMATION

Form with fields for FULL LEGAL NAME, STREET ADDRESS, CITY, STATE, ZIP, PHONE*, FAX, BILLING NAME, BILLING STREET ADDRESS, E-MAIL.

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

MULTIPLE SHIP TO LOCATIONS

*By providing a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications (for NON-marketing or solicitation purposes) at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from Lessor and its affiliates and agents.

CUSTOMER ONE GUARANTEE

The Konica Minolta equipment leased in this Agreement is covered under Konica Minolta's Customer One Guarantee. A copy of the Guarantee can be obtained at your local branch or www.kmbs.konicaminolta.us.



MAKE / MODEL NO. / ACCESSORIES (including Software Description and Supplier / Licensor if applicable)

VILLAGE OF ROUND LAKE, 442 N CEDAR LAKE RD, ROUND LAKE, IL, 60073-2802

1 - BIZHUB C454E

VILLAGE OF ROUND LAKE, 741 WEST TOWN LINE ROAD, ROUND LAKE, IL, 60073-2802

SEE ATTACHED SCHEDULE A

[X] See attached 'Schedule A' for additional Equipment / Accessories / Software

TERM AND PAYMENT SCHEDULE

Table with columns: TERM IN MONTHS, # of payments, Payment Frequency, Payment Amount, Advance Payment.

END OF LEASE OPTIONS: You will have the following options at the end of the original term, provided the Lease has not terminated early and no event of default under the Lease has occurred and is continuing.

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT: THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

LESSOR ACCEPTANCE

Form for Lessor Acceptance with fields for Lessor, Authorized Signer, Title, Dated.

CUSTOMER ACCEPTANCE

Form for Customer Acceptance with fields for Full Legal Name of Customer, Authorized Signer, Dated.

Form for Customer Acceptance with fields for Federal Tax I.D. #, Print Name, Title.

CONTINUING GUARANTEE

As additional inducement for us, Konica Minolta Premier Finance to enter into the Agreement, the undersigned ("you") unconditionally, jointly and severally, personally guarantees that the customer will make all payments and meet all obligations required under this Agreement and any supplements fully and promptly.

Form for Continuing Guarantee with fields for Print Name of Guarantor, Signature, Title, Dated.

To help the Government fight the funding of terrorism and money laundering activities, Federal Law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

See reverse side for additional terms and conditions

KMPF0001 - US 01/07/14

1. **LEASE AGREEMENT:** You agree to lease from us the personal property described under "MAKE/MODEL/ACCESSORIES" and as modified by supplements to this Agreement from time to time signed by you and us (such property and any upgrades, replacements, repairs and additions referred to as "Equipment") for business purposes only. To the extent the Equipment includes intangible property or associated services such as periodic software licenses and prepaid database subscription rights, such property shall be referred to as the "Software". You agree to all of the terms and conditions contained in this Agreement, and any Schedule, which together are a complete statement of our Agreement regarding the listed equipment ("Agreement") and supersedes all other writings, communications, understanding, agreements, any purchase order and any solicitation documents and related documents. This Agreement may be modified only by written Agreement and not by course of performance. This Agreement becomes valid upon execution by or for us. The Equipment is deemed accepted by you under this Agreement unless you notify us within three (3) days of delivery that you do not accept the Equipment and specify the defect or malfunction. In that event, at our sole option, we or our designee will replace the defective item of Equipment or this Agreement will be canceled and we or our designee will repossess the Equipment. You agree that, upon our request, you will sign and deliver to us, a delivery and acceptance certificate confirming your acceptance of the Equipment leased to you. The "Billing Date" of this Agreement will be the twentieth (20th) day following installation. You agree to pay a prorated amount of 1/30th of the monthly payment times the number of days between the installation date and the Billing Date. This Agreement will continue from the Billing Date for the Term shown and will be extended automatically for successive one (1) month terms unless you (a) send us written notice, between ninety (90) days and one hundred fifty (150) days before the end of any term, of your decision to return or purchase the Equipment or renew this Lease or (b) you do not purchase or return the Equipment, as specified in your notice, within ten (10) days after the end of the term. Leases with \$1.00 purchase options will not be renewed. The periodic renewal payment has been set by mutual agreement and is not based on the cost of any component of this lease. THE BASE RENTAL PAYMENT SHALL BE ADJUSTED PROPORTIONATELY UPWARD OR DOWNWARD, IF THE ACTUAL COST OF THE EQUIPMENT EXCEEDS OR IS LESS THAN THE ESTIMATE PROVIDED TO LESSEE. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. You authorize us to insert or correct missing information on this lease including your proper legal name, serial numbers, other numbers describing the Equipment and other omitted factual matters. You agree to provide updated annual and/or quarterly financial statements to us upon request. You authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignee or third parties having an economic interest in this Agreement or the Equipment.
2. **RENT:** Rent will be payable in installments, each in the amount of the Monthly Payment (or other periodic payment) shown plus any applicable sales, use and property tax. If we pay any tax on your behalf, you agree to reimburse us promptly along with a processing fee. Subsequent rent installments will be payable on the first day of each rental payment period shown beginning after the first rental payment period or as otherwise agreed. We will have the right to apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. **Your obligation to make all Monthly Payments (or other periodic payment) hereunder is absolute and unconditional and you cannot withhold or offset against any Monthly Payments (or other periodic payment) for any reason.** You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree cash and cash equivalents are not acceptable forms of payment for this Agreement and that you will not remit such forms of payment to us. WE BOTH INTEND TO COMPLY WITH ALL APPLICABLE LAWS. IF IT IS DETERMINED THAT YOUR PAYMENTS UNDER THIS AGREEMENT RESULT IN AN INTEREST PAYMENT HIGHER THAN ALLOWED BY APPLICABLE LAW, THEN ANY EXCESS INTEREST COLLECTED WILL BE APPLIED TO AMOUNTS THAT ARE LAWFULLY DUE AND OWING UNDER THIS AGREEMENT OR WILL BE REFUNDED TO YOU. IN NO EVENT WILL YOU BE REQUIRED TO PAY ANY AMOUNTS IN EXCESS OF THE LEGAL AMOUNT.
3. **OWNERSHIP OF EQUIPMENT:** We are the owner of the Equipment and have sole title (unless you have a \$1.00 purchase option) to the Equipment (excluding Software). You agree to keep the Equipment free and clear of all liens and claims. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to, hard drives, disk drives or any other form of memory.
4. **WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABILITY. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS".** You acknowledge that none of Supplier or their representatives are our agents and none of them are authorized to modify the terms of this Agreement. No representation or warranty of Supplier with respect to the Equipment will bind us, nor will any breach thereof relieve you of any of your obligations hereunder. You are aware of the name of the manufacturer or supplier of each item of Equipment and you will contact the manufacturer or supplier for a description of your warranty rights. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, the manufacturer or Supplier of the Equipment. **THIS AGREEMENT CONSTITUTES A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE. You agree that the Customer One Guarantee is a separate and independent obligation of Supplier to you, that no assignee of the Lessor shall have any obligation to you with respect to the Guarantee and that your obligations under this Agreement are not subject to setoff, withholding, reduction, counterclaim or defense for any reason whatsoever including, without limitation, any claim you may have against Supplier with respect to the Customer One Guarantee.**
5. **LOCATION OF EQUIPMENT:** You will keep and use the Equipment only at your address shown above and you agree not to move it unless we agree to it. At the end of the Agreement's term, if you do not purchase the Equipment, you will return the Equipment to a location we specify at your expense, in retail resalable condition (normal wear and tear acceptable), full working order, and in complete repair.
6. **LOSS OR DAMAGE:** You are responsible for the risk of loss or for any destruction of or damage to the Equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage and you will then pay to us the present value of the total of all unpaid Monthly Payments (or other periodic payments shown) for the full Agreement term plus the estimated fair market value of the Equipment at the end of the originally scheduled term, all discounted at four percent (4%) per year. Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney in fact to execute in your name any insurance drafts or checks issued due to loss or damage to the Equipment.
7. **COLLATERAL PROTECTION AND INSURANCE:** You are responsible for installing and keeping the Equipment in good working order. Except for ordinary wear and tear, you are responsible for protecting the Equipment from damage and loss of any kind. If the Equipment is damaged or lost, you agree to continue to pay the amounts due and to become due hereunder without setoff or defense. During the term of this Agreement, you agree that you will (1) insure the equipment against all loss or damage naming us as loss payee; (2) obtain liability and third party property damage insurance naming us as an additional insured; and (3) deliver satisfactory evidence of such coverage with carriers, policy forms and amounts acceptable to us. All policies must provide that we be given thirty (30) days written notice of any material change or cancellation. If you do not provide evidence of acceptable insurance, we have the right, but no obligation, (a) to obtain insurance covering our interest (and only our interest) in the Equipment for the lease term, and renewals. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time. In that event you will be required to pay us an additional amount each month for the insurance premium and an administrative fee. The cost may be more than the cost of obtaining your own insurance. You agree that we, or one of our affiliates, may make a profit in connection with the insurance we obtain. You agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims or, (b) we may waive the insurance requirement and charge you a monthly property damage surcharge in the amount of .0035 of the original equipment cost to cover our credit risk, administrative costs and other costs, as would be further described on a letter from us to you and on which we may make a profit. If you later provide evidence that you have obtained acceptable insurance, we will cancel the insurance we obtained or cease charging the surcharge.
8. **INDEMNITY:** We are not responsible for any loss or injuries caused by the installation or use of the Equipment. You agree to hold us harmless and reimburse us for loss and to defend us against any claim for losses or injury caused by the Equipment. **We reserve the right to control the defense and to select or approve defense counsel. This indemnity survives the expiration or termination of this Agreement.**
9. **TAXES AND FEES:** You agree to pay when invoiced all taxes (including personal property tax, fines and penalties) and fees relating to this Agreement or the Equipment. You agree to (a) reimburse us for all personal property taxes which we are required to pay as Owner of the Equipment or to remit to us each month our estimate of the monthly equivalent of the annual property taxes to be assessed. If you do not have a \$1.00 purchase option, we will file all personal property, use or other tax returns and you agree to pay us a processing fee for making such filings. You agree to pay us up to \$75.00 on the date the first payment is due as an origination fee. We reserve the right to charge a fee upon termination of this Agreement either by trade-up, buy-out or default. Any fee charged under this Agreement may include a profit and is subject to applicable taxes.
10. **ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT.** We may sell, assign, or transfer this Agreement and/or the Equipment without notice. You agree that if we sell, assign, or transfer this Agreement and/or the Equipment, the new lessor will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the rights of the new Lessor will not be subject to any claims, defenses, or set offs that you may have against us whether or not you are notified of such assignment. The cost of any Equipment, Software, services and other elements of this Agreement has been negotiated between you and the Supplier. None of Lessor's assignees will independently verify any such costs. Lessee's assignees will be providing funding based on the payment you have negotiated with Supplier. You are responsible for determining your accounting treatment of the appropriate tax, legal, financial and accounting components of this Agreement.
11. **DEFAULT AND REMEDIES:** (a) if you do not pay any lease payment or other sum due to us or other party when due or (b) if you break any of your promises in the Agreement or any other Agreement with us or (c) if you, or any guarantor of your obligations become insolvent or commence bankruptcy or receivership proceedings or have such proceedings commenced against you, you will be in default. If any part of a payment is more than three (3) days late, you agree to pay a late charge of ten percent (10%) of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, we may do any one or all of the following: (a) instruct Supplier to withhold service, parts and supplies and / or void the Customer One Guarantee; (b) terminate or cancel this Agreement and require that you pay, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the sum of: (i) all past due and current Monthly Payments (or other periodic payments) and charges; (ii) the present value of all remaining Monthly Payments (or other periodic payments) and charges, discounted at the rate of four percent (4%) per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the present value (at the same discount rate as specified in clause (ii) above) of the amount of any purchase option with respect to the Equipment or, if none is specified, our anticipated value of the Equipment at the end of the term of this Agreement (or any renewal thereof); and (c) require you to return the Equipment to us to a location designated by us (and with respect to any Software, (i) immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (ii) demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; and/or (iii) cause the Software supplier to terminate the Software license, support and other services under the Software license). We may recover interest on any unpaid balance at the rate of four percent (4%) per annum but in no event more than the lawful maximum rate. We may also use any of the remedies available to us under Article 2A of the Uniform Commercial Code as enacted in the State of Lessor or its Assignee or any other law. You agree to pay our reasonable costs of collection and enforcement, including but not limited to attorney's fees and actual court costs relating to any claim arising under this Agreement including, but not limited to, any legal action or referral for collection. If we have to take possession of the Equipment, you agree to pay the cost of repossession. The net proceeds of the sale of any repossessed Equipment will be credited against what you owe us. **YOU AGREE THAT WE WILL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL INDIRECT OR INCIDENTAL DAMAGES FOR ANY REASON WHATSOEVER.** You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. All of our rights are cumulative. It is further agreed that your rights and remedies are governed exclusively by this Agreement and you waive lessee's rights under Article 2A (508-522) of the UCC.
12. **UCC FILINGS:** You grant us a security interest in the Equipment if this Agreement is deemed a secured transaction and you authorize us to record a UCC-1 financing statement or similar instrument in order to show our interest in the Equipment.
13. **CONSENT TO LAW, JURISDICTION, AND VENUE:** This Agreement shall be deemed fully executed and performed in the state of Lessor or its Assignee's principal place of business and shall be governed by and construed in accordance with its laws. If the Lessor or its Assignee shall bring any judicial proceeding in relation to any matter arising under the Agreement, the Customer irrevocably agrees that any such matter may be adjudged or determined in any court or courts in the state of the Lessor or its Assignee's principal place of business, or in any court or courts in Customer's state of residence, or in any other court having jurisdiction over the Customer or assets of the Customer, all at the sole election of the Lessor. The Customer hereby irrevocably submits generally and unconditionally to the jurisdiction of any such court so elected by Lessor in relation to such matters. **BOTH PARTIES WAIVE TRIAL BY JURY IN ANY ACTION BETWEEN US.**
14. **LESSEE GUARANTEE:** You agree, upon our request, to submit the original of this Agreement to the Lessor via overnight courier the same day of the facsimile or other electronic transmission of the signed Agreement. Both parties agree that this Agreement signed and submitted to us by facsimile or other electronic transmission shall, upon execution by us (manually or electronically, as applicable), be binding upon the parties. You waive the right to challenge in court the authenticity of a faxed or other electronically-transmitted signed copy of this Agreement and agree that the faxed or other electronically-transmitted copy containing your faxed or other electronically-transmitted signature and our manual or electronic signature shall be considered the sole original for all purposes, including without limitation, any enforcement action under paragraph 11.
15. **COMPUTER SOFTWARE:** Notwithstanding any other terms and conditions of this Agreement, you agree that as to Software only: a) We have not had, do not have, nor will have any title to such Software. b) You have executed or will execute a separate software license Agreement and we are not a party to and have no responsibilities whatsoever in regards to such license Agreement. c) You have selected such Software and as per Agreement paragraph 4. **WE MAKE NO WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OR DEFECTIVE NATURE OF SUCH SOFTWARE, SYSTEMS INTEGRATION, OR OTHERWISE IN REGARDS TO SUCH SOFTWARE. CUSTOMER'S LEASE PAYMENTS AND OTHER OBLIGATIONS UNDER THIS LEASE AGREEMENT SHALL IN NO WAY BE DIMINISHED ON ACCOUNT OF OR IN ANY WAY RELATED TO THE ABOVE SAID SOFTWARE LICENSE AGREEMENT OF FAILURE IN ANY WAY OF THE SOFTWARE.**

Maintenance Agreement

Customer Information					
Sold to Acct #:	<u>0000688301</u>	Payer/Bill to Acct #:	_____	Ship to Acct #:	_____
Name:	<u>VILLAGE OF ROUND LAKE</u>	Name:	<u>VILLAGE OF ROUND LAKE</u>	Name:	<u>MULTIPLE SHIP TO LOCATIONS</u>
Attn/Dept:	_____	Attn/Dept:	_____	Attn/Dept:	_____
Ste/Rm:	_____	Ste/Rm:	_____	Ste/Rm:	_____
Address:	<u>442 N CEDAR LAKE RD</u>	Address:	<u>442 N CEDAR LAKE RD</u>	Address:	_____
City:	<u>ROUND LAKE</u>	City:	<u>ROUND LAKE</u>	City:	_____
State:	<u>IL</u> Zip: <u>60073-2802</u>	State:	<u>IL</u> Zip: <u>60073-2802</u>	State:	_____ Zip: _____
Tax Exempt Customer?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Tax Exemption Number:	<u>00</u>	Tax Exemption Certificate must be attached when applicable.	
PO Required?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	PO Number:	_____	PO Expiration Date:	_____ PO must be attached when applicable.
<input type="checkbox"/> Individual PO <input type="checkbox"/> Blanket PO	PO Contact:	Email:		Ph: _____	
Fleet Manager?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Name:	<u>WAYDE FRERICHS</u>	Email:	<u>WFRERICHSF@EROUNDLAKE.COM</u>
				Ph:	_____

Coverage / Billing Options					
Coverage Options:		MFP		Wide Format	
Select Options:		<input checked="" type="checkbox"/> Supply Inclusive <input checked="" type="checkbox"/> Staples Included <input type="checkbox"/> After Hours Service - Requires After Hours Agreement <input checked="" type="checkbox"/> Decline Digital Connected Support*		Select Options: <input type="checkbox"/> Toner (Black Only) <input type="checkbox"/> 20lb Bond Roll Paper <input type="checkbox"/> Decline Digital Connected Support*	
* Digital Connect Support will be added automatically billed at \$12.00 per serial number monthly, unless declined above.					
Billing Options:		MFP		Wide Format	
Initial Term in Months:	<input type="checkbox"/> 36 <input type="checkbox"/> 48 <input type="checkbox"/> 60 <input checked="" type="checkbox"/> Other <u>39</u>			<input type="checkbox"/> 36 <input type="checkbox"/> 48 <input type="checkbox"/> 60 <input type="checkbox"/> Other _____	
Flat Rate Frequency:	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually			<input type="checkbox"/> Monthly	
Meter Frequency:	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually			<input type="checkbox"/> Monthly	
Aggregate Volume:	<input type="checkbox"/> B/W <input type="checkbox"/> Color				
All Devices					
Effective Date:	<input checked="" type="checkbox"/> On Install <input type="checkbox"/> Date: _____				
Billing Day:	<input checked="" type="checkbox"/> Selected by KMBS <input type="checkbox"/> Preferred Day: _____ (29th, 30th, and 31st are not an available selection)				

Maintenance Pricing										Internal Use
										MA #:
MFP			Monthly Minimum		Monthly Flat Rate \$		Cost Per Copy Rate \$			
Item	Model Description	Serial Number	Type	Volume				Start Meter	Sub Fleet	Price Plan
1	BIZHUB C454E		Color		\$ 0.00	0.04500				
			B/W		\$ 0.00	0.00700				
2	BIZHUB C454E		Color		\$ 0.00	0.04500				
			B/W		\$ 0.00	0.00700				
3	C454	A4FJ011003236	Color		\$ 0.00	0.04500				
			B/W		\$ 0.00	0.00900				
<input checked="" type="checkbox"/> Additional Equipment on Schedule B										
Wide Format			Monthly Minimum		Monthly Flat Rate \$		Cost Per Square Foot			
Item	Model Description	Serial Number	Type	Volume (Sq. Feet)			Rate \$	Start Meter	Sub Fleet	Price Plan
1			Color							
			B/W							
<input type="checkbox"/> Additional Equipment on Schedule C										

Comments

CPC COMMENTS -
STAPLES INCLUDED
39 MONTH LEASE TERM



For Internal Use					
Maintenance:	<input type="checkbox"/> with Equipment Order	<input type="checkbox"/> Maintenance Only	<input type="checkbox"/> Billed by KMBS	<input type="checkbox"/> Billed by Lease Company	<input type="checkbox"/> Dealer Serviced
Originating:	Sales Rep Number	Sales Rep Name	Sales Rep Email Address	Sales District	
Order Taking:	<u>9244593</u>	<u>ANTONETTE TOBIN</u>	<u>ATOBIN@KMBS.KONICAMINOLTA.US</u>	<u>24603</u>	
Servicing:	<u>9244593</u>	<u>ANTONETTE TOBIN</u>	<u>ATOBIN@KMBS.KONICAMINOLTA.US</u>	Processed	
				<input type="checkbox"/> Branch <input checked="" type="checkbox"/> Windsor	

Maintenance Agreement Additional Equipment - Schedule B

Maintenance Pricing								Internal Use	
								MA #:	
MFP									
Item	Model Description	Serial Number	Type	Monthly Minimum Volume	Monthly Flat Rate \$	Cost Per Copy Rate \$	Start Meter	Sub Fleet	Price Plan
1	C454	A4FJ011003305	Color		\$ 0.00	0.04500			
			B/W		\$ 0.00	0.00900			
2			Color						
			B/W						
3			Color						
			B/W						
4			Color						
			B/W						
5			Color						
			B/W						
6			Color						
			B/W						
7			Color						
			B/W						
8			Color						
			B/W						
9			Color						
			B/W						
10			Color						
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11			Color						
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12			Color						
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13			Color						
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14			Color						
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15			Color						
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16			Color						
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19			Color						
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21			Color						
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22			Color						
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23			Color						
			B/W						
24			Color						
			B/W						
25			Color						
			B/W						
26			Color						
			B/W						
27			Color						
			B/W						
28			Color						
			B/W						

Equipment Removal Authorization

Customer: VILLAGE OF ROUND LAKE

Pick Up Address: VILLAGE OF ROUND LAKE, 442 N CEDAR LAKE RD, ROUND LAKE, IL, 60073-2802

Equipment being removed from Customer's Location:

Make: <u>KONICA MINOLTA</u>	Model: <u>C454 (2)</u>	Serial Number: <u>A4FJ011003236 3305</u>
Make: _____	Model: _____	Serial Number: _____
Make: _____	Model: _____	Serial Number: _____

Customer Owned Asset:

Customer represents and warrants that it has good title to the equipment, free and clear of any lien, mortgage, encumbrance or security interest of any kind. Customer agrees to defend, indemnify and hold Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") harmless from any loss, damage claim, liability or expense of any kind (including, but not limited to, court costs and attorney's fees) arising or resulting from a breach of this representation and warranty of good title and/or the authority, expressed or apparent, of Customer to trade-in or transfer the equipment. Upon signing this Agreement, Customer surrenders possession of the equipment and all components contained therein to KMBS. Customer further agrees that the surrendered equipment will be available for pick-up at the same time that any new equipment is delivered. If the surrendered equipment is not available for pick-up at time of new equipment delivery, customer will be invoiced an additional charge for the separate pick-up.

Lease Company Owned Asset:

Lease Company Name: KMPF Lease #: 1653083

- Upgrade to Return** KMBS will resolve current lease obligation. Asset belongs to the Lease Company. KMBS will ship back to the Lease Company at no expense to Customer.
- Upgrade to Keep** KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- Buyout to Keep** KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- End of Lease Return** Asset belongs to the Lease Company. KMBS will return equipment listed above to the respective leasing company upon receipt of a written Return Authorization Letter and Shipping Instructions. In the event KMBS does not receive a Return Authorization Letter and Shipping Instructions within 90 days of equipment pick up from Customer's location, and Customer has not made additional arrangements with KMBS for storage, the equipment listed above will be returned to Customer's location of pick up with no further obligation of KMBS. Upon shipment of equipment, KMBS will invoice Customer \$ _____ for associated shipping charges.

End of Lease Return requiring interim storage of equipment requires pre-authorization from the Regional Operations Manager and Market Vice President and is subject to availability of storage space in a KMBS warehouse or arrangement for offsite storage.

Comments:

VILLAGE OF ROUND LAKE WILL KEEP C454(2) ASSETS FREE AND CLEAR



**MyKMBS.com
Access Request Form**

Customer Name: VILLAGE OF ROUND LAKE

Business Class: Corporate Acct National Government Branch

New or Existing Customer: New Existing

SAP Account #: 0000688301/0000688301
Required if existing

Serial Number(s):	1 _____	4 _____	7 _____
<small>(Include at least one)</small>	2 _____	5 _____	8 _____
	3 _____	6 _____	9 _____

USER	<p>Role: <input checked="" type="checkbox"/> Fleet Manager* <input type="checkbox"/> Local Manager** <input type="checkbox"/> Meters Only <input type="checkbox"/> Order Supplies Only <input type="checkbox"/> Service Calls Only</p> <p>If Fleet Manager or Local Manager is selected, also check one of the following: <input type="checkbox"/> Set-up to view all locations <input type="checkbox"/> Set-up to view only the location(s) linked to specified serial number(s)</p> <p style="text-align: right; font-size: 24px; font-family: cursive;">Village</p> <p>First Name: <u>WAYDE</u> Last Name: <u>FRERICHS</u></p> <p>Email: <u>WFRERICHS@EROUNDLAKE.COM</u></p>
USER	<p>Role: <input type="checkbox"/> Fleet Manager* <input type="checkbox"/> Local Manager** <input type="checkbox"/> Meters Only <input type="checkbox"/> Order Supplies Only <input type="checkbox"/> Service Calls Only</p> <p>If Fleet Manager or Local Manager is selected, also check one of the following: <input type="checkbox"/> Set-up to view all locations <input type="checkbox"/> Set-up to view only the location(s) linked to specified serial number(s)</p> <p style="text-align: right; font-size: 24px; font-family: cursive;">Public Works</p> <p>First Name: <u>Peggy</u> Last Name: <u>Gustafson</u></p> <p>Email: <u>pgustafson@eroundlake.com</u></p>
USER	<p>Role: <input type="checkbox"/> Fleet Manager* <input checked="" type="checkbox"/> Local Manager** <input type="checkbox"/> Meters Only <input type="checkbox"/> Order Supplies Only <input type="checkbox"/> Service Calls Only</p> <p>If Fleet Manager or Local Manager is selected, also check one of the following: <input type="checkbox"/> Set-up to view all locations <input type="checkbox"/> Set-up to view only the location(s) linked to specified serial number(s)</p> <p style="text-align: right; font-size: 24px; font-family: cursive;">Police</p> <p>First Name: <u>JAN</u> Last Name: <u>LOSSON</u></p> <p>Email: <u>JLOSSON@EROUNDLAKE.COM</u></p>
<p>* Fleet Manager - All capabilities of Local Managers as well as the ability to manage users and see reports. ** Local Manager - Gives user the ability to place supply orders, initiate service calls, report meter reads and pay invoices by credit card. Have customer alert his/her IT Department to accept the following email addresses: meterreads@kmbs.konicaminolta.us activation@kmbs.konicaminolta.us extranet@kmbs.konicaminolta.us</p>	
KMBS	<p>Representative: <u>ANTONETTE TOBIN</u> Territory Code: <u>464302</u> Sales Manager: <u>RYAN MITCHELL</u> Territory Code: <u>2466155</u></p> <p>Corporate Acct Mgr: _____ Territory Code: _____ Branch Name: <u>246 - ROLLING MEADOWS</u> Branch Number: <u>246</u></p> <p><small>If Applicable</small></p> <p>Branch forms are to be submitted with your sales order to your local branch administrators For Corporate, National, and Government accounts, email completed form to mykmbs.nad@kmbs.konicaminolta.us</p>
COMMENTS	<p>Peggy Gustafson - Public Works - active</p>



VILLAGE OF ROUND LAKE

AGENDA ITEM SUMMARY

TITLE: URBAN FOREST MANAGEMENT PROGRAM

Agenda Item No. COTW

Executive Summary

Staff is recommending the Village Urban Forest Management Program be updated. The updates address several issues including:

1. Revise short term goals to focus on dead tree removals. Ash trees have died at an alarming rate creating a large number of dead parkway trees. The dead trees are unsightly and may become a hazard with possible falling branches and trees.
2. Changes to the cost sharing program. Even with resident participation, the available funds are not keeping up with the removal of the dead trees.
3. The list of potential replacement trees has been changed to increase tree diversity in the Village.

Recommended Action

Adopt updates to the Village Urban Forest Management Program.

Committee: PW/F&CA and Engineering	Meeting Date(s): 02/29/16																																				
Lead Department: Public Works	Presenter: Adam Wedoff, Director of Public Works																																				
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="width: 40%;">Account(s)</th> <th style="width: 20%;">Budget</th> <th style="width: 40%;">Expenditure</th> </tr> </thead> <tbody> <tr> <td>Other Items</td> <td style="text-align: right;">\$0.00</td> <td></td> </tr> <tr> <td> </td> <td></td> <td></td> </tr> <tr> <td>Item Requested</td> <td style="text-align: right;">\$0.00</td> <td style="text-align: right;">\$0.00</td> </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></td> <td></td> </tr> <tr> <td>N/A</td> <td style="text-align: right;">\$0.00</td> <td style="text-align: right;">\$0.00</td> </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							N/A	\$0.00	\$0.00	Request is over/under budget:			Under	-		Over	-	
Account(s)	Budget	Expenditure																																			
Other Items	\$0.00																																				
Item Requested	\$0.00	\$0.00																																			
YTD Actual		\$0.00																																			
Amount Encumbered		\$0.00																																			
N/A	\$0.00	\$0.00																																			
Request is over/under budget:																																					
Under	-																																				
Over	-																																				

Village of Round Lake

Urban Forest Management Program (UFM)

Revised: February, 2016

Department of Public Works
Adam Wedoff, Director

PURPOSE:

To define the responsibilities and necessary actions required to effectively manage the Village's Urban Forest.

I. MAGNITUDE OF THE URBAN FOREST MANAGEMENT PROGRAM:

Technically, the Village's Urban Forest consists of all trees within the Village of Round Lake boundaries. The only inventory, condition assessment and species identification that has been completed has been for Village owned parkway trees.

Based on a parkway tree inventory there are 5,946 parkway trees that the Village is responsible for. Public Works has a summary of tree species, sizes and conditions.

II. ACTIONS TO BE ADDRESSD BY THIS PROGRAM:

A. SHORT TERM (Two-Five Years):

1. Remove the remainder of the approximately 1,700 dead or dying parkway trees originally identified in the tree survey. Of the 1,700 trees, approximately 1,500 are Ash and 200 are non-Ash species.
2. Continually assess, prioritize and remove large trees and/or branches that constitute a public safety hazard.
3. Trim all parkway trees as needed to eliminate site distance obstructions and maintain clearance from vehicles as well as to shape the tree and improve the long term health, character and appearance of each tree.
4. Chemical treatment or other options to attempt to "save" Ash trees infected by Emerald Ash Borer will not be pursued, as the effectiveness has not been shown to warrant the expense.

B. **LONG TERM:**

1. Enhance the character and value of the Village by planting parkway trees in locations where dead trees were removed.
2. Create an on-going assessment, maintenance, and replacement program for the Village's parkway trees.
3. Continue to expand the tree species diversity as dead trees are replaced to reduce the adverse impacts of any future species-specific infestation as well as to enhance the visual appearance of the parkways.
4. Educate property owners and residents on how to properly maintain and care for parkway trees through the Arbor Day event and various volunteer programs.

III. **FUNDING:**

Annually, it is the intent of the management with guidance from the Village Board to make an estimated \$75,000 available for:

- A. Removal of dead and dying trees
- B. Hazard tree removals
- C. Tree replacements
- D. Tree pruning

These expenditures will be contingent upon available resources annually.

IV. **COST SHARING:**

Cost sharing will be offered depending on available resources on a first-come, first-served basis. Residents, businesses or home owners associations that choose to participate in the cost sharing program will be given the highest priority. There are two cost sharing categories available:

CATEGORY 1:

Property owner pays 100% of the tree purchase cost. The Village pays 100% of the cost to remove the existing tree and plant the new tree.

CATEGORY 2:

Property owner pays 50% of the tree purchase cost. The Village pays 50% of the purchase cost and 100% of the removal and planting cost.

The approximate cost for a tree purchase is \$150.00 - \$250.00 depending on tree species and size.

V. LEAD DEPARTMENT:

The Public Works Department will be the lead entity within the Village to oversee tree programs.

VI. COMMUNICATION:

It is in the best interests of the Village to maintain effective and on-going communication and awareness with residents and businesses. This program should be made available through the following methods:

- A. Post on Village web site
- B. Discuss at HOA Summits
- C. Arbor Day

VII. INFORMATION/DATA TRACKING:

Proper maintenance of the Village's Urban Forest requires obtaining and maintaining relevant information. Staff intends to use the Village GIS system to keep track of removed and replaced trees. Additionally, staff has a computer based spread sheet that is continuously updated to keep track of actions taken and expenditures.

VIII. PURCHASING/CONTRACTING:

- A. All Village owned parkway tree removal, disposal and pruning will be accomplished by hired contractors. Requests for bids will be sent to qualified contractors on an annual basis.

- B. Tree purchasing will be researched. There are several options including traditional tree nurseries, seedlings and native plant nurseries. A combination of sources may be required based on tree availability and available resources.
- C. Tree planting may be a combination of contractors and volunteers. Staff has reached out to local volunteer organizations in an attempt to establish a volunteer base of Village residents. Efforts will continue to involve residents on a volunteer basis.

IX. TREE CITY USA:

Given the proposed budgeting, investment and renewed interest in managing the Village's Urban Forest, the Village will pursue the Tree CITY USA program. More information can be found at:

<http://www.arborday.org/programs/TreeCityUSA/about.cfm>

X. PROGRESS TO DATE:

This program was first established in July of 2013 with an emphasis on removing dead trees and replacing them at the same time. The Village created and implemented a resident cost sharing program with different tiers of sharing corresponding to the priority of each request. The plan was largely successful.

- A. 340 dead trees have been removed and replaced.
- B. \$50,000 has been contributed by residents and home owners associations through the cost sharing program.

While the program has been successful, there are some factors that have necessitated it be revised.

- A. Ash trees have died at an alarming rate creating a large number of dead parkway trees.
- B. The dead trees are unsightly and may become a hazard with possible falling branches and trees.
- C. Even with resident participation, the available funds are not keeping up with the removal of the dead trees.

Village of Round Lake Tree Replacement Species

1. Swamp White Oak
2. Red Oak
3. American Linden
4. Redmond Linden
5. Kentucky Coffee
6. Hackberry
7. Triumph Elm
8. Ginkgo Biloba “Princeton Sentry”
9. Chanticleer Pear

Much of the following information and several of the pictures are curtesy of the Arbor Day Foundation



Swamp White Oak



Height: 50'- 60'

Spread: 30'-35'

Growth Rate: Slow to moderate growth rate.

Exposure: Needs full to partial sunlight.

A majestic tree all year long. In the spring, the new leaves and flowers combine for a pastel tint on the limbs. In the summer, it is a superior shade tree. In the fall, the leaves are rich with color, and the acorns attract an array of wildlife. In the winter, it presents a stately silhouette with light gray platey bark and a wide open crown. The white oak is a tree for large spaces, parks and other recreational areas, golf courses, campuses, cemeteries and other pastoral landscapes. The white oak can live for centuries becoming more picturesque with age.



Red Oak

Height: 60' - 75'

Spread: 45' at full maturity.

Growth Rate: This tree grows at a fast growth rate

Exposure: Sun, Part Sun

Bristle-tipped leaves turn red in the fall. The leaves have 7 to 11 waxy lobes. A good street tree, tolerates pollution and compacted soil. Grows as much as two feet a year for 10 years.



American Linden

Height: 40'-50'

Spread: 25'

Growth Rate: This tree grows at a medium to fast growth rate

Exposure: Needs full to partial sunlight.

American Linden trees feature simple, heart-shaped leaves that are green on the top and paler green on the underside. In the fall, the green leaves turn bright yellow before falling to the ground. In the spring, the tree produces pendulous cyme of three to seven creamy white or light yellow flowers



Redmond Linden

Height: 65'-75'

Spread: 30'-35'

Growth Rate: This tree grows at a medium to fast growth rate

Exposure: Needs full to partial sunlight.

The leaves of the tree are dark green and heart or teardrop shape. In June or July, the tree bursts into small yellow flowers that have a fragrant smell. The flowers are very small and look like large baby's breath.



Kentucky Coffeetree

Height: 70'

Spread: 40' – 50'

Growth Rate: This tree grows at a medium to fast growth rate

Exposure: Sun, Part Sun

Narrow young growth broadens with age. New foliage is pink-tinged turning dark blue in summer. One of the latest in spring to leaf out. Fragrant white flowers panicles. 10" reddish-pink leathery seed pods served as early Kentucky settler's coffee beans. Adapts to alkaline soils, city conditions and is drought tolerant.





Hackberry

Height: 40'-60'

Spread: 50'

Growth Rate: This tree grows at a medium to fast growth rate

Exposure: This Hackberry does well in full sun.

Tolerant of a wide range of conditions, the Hackberry is a good landscape choice. Grows to a broad crown with arching branches, not unlike the American Elm. Well-suited to urban areas, it withstands wind and city conditions.



Elm, Triumph

Height: 55'

Spread: 45' at full maturity.

Growth Rate: This tree grows at a fast growth rate

Exposure: Needs full to partial sunlight.

Triumph has remarkably dark green and glossy foliage and a sturdy, symmetrical growth habit. Disease tolerant to Dutch Elm disease and Phloem Necrosis.





Ginkgo Biloba



Height: 25-50'

Spread: 25-35' at full maturity.

Growth Rate: This tree grows at a medium growth rate

Exposure: Needs full to partial sunlight.

Hailed as “undoubtedly one of the most distinct and beautiful of all deciduous trees,” the ginkgo certainly stands out. Unique, fan-shaped leaves turn a stunning yellow color in the fall. It can tolerate many urban conditions including heat, air pollution, salt and confined spaces. And it establishes easily.



Chanticleer Pear



Height: 25-35'

Spread: 16-25' at full maturity.

Growth Rate: This tree grows at a medium to fast growth rate

Exposure: Needs full sunlight.

One of many cultivars under *P. calleryana*, the Chanticleer pear stands out as one of the most profuse flowerers. It has a narrow, tailored appearance and tolerates many urban conditions, which is why it is a popular street tree choice where spread may be a bit limited.

Village of Round Lake Tree Removal Plan

Percent of dead or dying trees based on an inventory from May 2014

Parkview	17.7 %
Valley Lakes	15.4 %
Silver Leaf Glen	9.7 %
Bright Meadows	8.8 %
Lakewood Orchard	7.0 %
Lakewood	5.5 %
Bradford Place	4.4 %
Prairie Walk	3.1 %
Madrona	2.8 %
Old town	1.6 %

Staff recommends removing trees in each subdivision based on the percent of dead or dying trees as shown in the table above. The Village is waiting for IDNR grant funding for tree replacements in the Parkview subdivision so tree removals will begin in the Valley Lakes subdivisions and continue down the list as funds allow each year.

A new tree inventory survey in the spring of 2016 will be completed to update the above table. The data collected may alter the order in which the subdivisions are approached.



VILLAGE OF ROUND LAKE

AGENDA ITEM SUMMARY

TITLE: PARKWAY TREE REMOVALS

Agenda Item No. COTW

Executive Summary

Staff recommends entering into a contract with Sawvell Tree Service to remove Village owned ash trees located in parkways. The balance remaining in the Tree Replacement fund was intended to be used in conjunction with an Illinois Department of Natural Resources grant. Staff was informed by the IDNR that the grant money could not be given out until the State approved a budget. With no clear indication of when a budget will be approved by the State, staff recommends using the remaining funds in this fiscal year for tree removals and using funds from the next fiscal year for the grant if and when it becomes available.

Staff is recommending going with Sawvell Tree Service as the sole source contractor for this work. They completed the hazard tree removals for the Village in the summer of 2015 and worked in union with Ivanhoe Nursery on the 2013-2014 tree replacement program contract. Their work has been satisfactory in both instances.

The trees to be removed will be in the Valley Lakes subdivisions as they have the highest concentration of ash trees behind the Parkview Subdivision which was slated for the IDNR grant program.

Recommended Action

Approve a contract with Sawvell Tree Service to remove dead or dying parkway trees.

Committee: PW/F&CA and Engineering	Meeting Date(s): 02/29/16																																	
Lead Department: Public Works	Presenter: Adam Wedoff, Director of Public Works																																	
Item Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If amount requested is over budget, a detailed explanation of what account(s) the overage will be charged to will be provided in the Executive Summary or attached detail.	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;">Account(s)</th> <th style="width: 20%;">Budget</th> <th style="width: 40%;">Expenditure</th> </tr> </thead> <tbody> <tr> <td>Other Items</td> <td style="text-align: right;">\$25,000.00</td> <td></td> </tr> <tr> <td>Item Requested</td> <td style="text-align: right;">\$50,000.00</td> <td style="text-align: right;">\$35,750.00</td> </tr> <tr> <td>YTD Actual</td> <td></td> <td style="text-align: right;">\$39,034.25</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></td> <td></td> </tr> <tr> <td>35-20-88-88801</td> <td style="text-align: right;">\$75,000.00</td> <td style="text-align: right;">\$74,784.25</td> </tr> <tr> <td colspan="3">Request is over/under budget:</td> </tr> <tr> <td style="text-align: center;">Under</td> <td></td> <td style="text-align: right;">\$215.75</td> </tr> <tr> <td style="text-align: center;">Over</td> <td style="text-align: center;">-</td> <td></td> </tr> </tbody> </table>	Account(s)	Budget	Expenditure	Other Items	\$25,000.00		Item Requested	\$50,000.00	\$35,750.00	YTD Actual		\$39,034.25	Amount Encumbered		\$0.00							35-20-88-88801	\$75,000.00	\$74,784.25	Request is over/under budget:			Under		\$215.75	Over	-	
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Sawvell Tree Service Inc.

19738 Martin Dr.
 Mundelein, IL 60060
 Office # 1 847 566 9372
 Cell # 1 847 514 8800



Estimate

Date 2/19/2016
 Estimate # 454

Name / Address
Village of Round Lake 751 W. Townline Rd. Round Lake il 60073 Adam 847 980 7795

Job Site
Parkway tree and stump removal

P.O. #
Terms

Item	Description	Quantity	Notes	Est. Hours	Rate	Total
Tree Removal	*Price to remove any parkway tree 12" and under includes crown stump removal. Haul away all debris leaving stump hole level full with stump grindings produced		\$110.00 ea.			
	* need atleast 20 or more trees at one time for price quoted					
					Total	\$0.00

Notes that apply are listed above

- 1) leave logs for firewood 15-18"
- 2) leave stump 1-2 inches above grade
- 3) leave wood chips on site
- 4) Debris hauled away
- 5) Leave logs on site uncut

SawvellTree Service, Inc. will furnish the material and preform the labor in a workmanship manner with payment to be made as follows; Regular clients will be billed monthly. Payment will be due upon completion unless other arrangement have been made with Ray Sawvell which will be mentioned in your estimate. Any account that does go 30 days without payment shall be considered delinquent & will be charged a 1 1/2 % per month service charge. All cost, including attorney's fees, and court costs incurred in collecting overdue accounts shall be borne by the customer.

sawvelltree@comcast.net

847-514 8800
 847 566 0527

Signature _____



VILLAGE OF ROUND LAKE

AGENDA ITEM SUMMARY

TITLE: ORDINANCE REVISION 9.20.080 RETAIL THEFT

Agenda Item No. COTW

Executive Summary:

The purpose of this Agenda Item Summary is to revise the Village Code to include Retail Theft as a section of the Village Ordinance of Chapter 9.20 Theft and Related Offenses.

Revise Ordinance Chapter 9.20 - THEFT AND RELATED OFFENSES

Add: 9.20.080 RETAIL THEFT:

Revise Ordinance as described herein;

Recommended Action:

Staff recommends revision of ordinance as described.

Committee: Police		Meeting Date: 02-29-2016																								
Lead Department: Police		Presenter: M. Gillette																								
<p>Item Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>If amount requested is over budget, a detailed explanation of what account(s) the overage will be charged to will be provided in the Executive Summary or attached detail.</p>		<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Account No(s):</th> <th style="text-align: center;">Budget:</th> <th style="text-align: center;">Actual Request:</th> </tr> </thead> <tbody> <tr> <td></td> <td style="text-align: center;">\$0.00</td> <td></td> </tr> <tr> <td>YTD Expenses</td> <td></td> <td style="text-align: center;">\$0.00</td> </tr> <tr> <td></td> <td></td> <td style="text-align: center;">\$0.00</td> </tr> <tr> <td style="text-align: right;">Total:</td> <td style="text-align: center;">\$0.00</td> <td style="text-align: center;">\$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></td> <td style="text-align: center;">\$0.00</td> </tr> </tbody> </table>	Account No(s):	Budget:	Actual Request:		\$0.00		YTD Expenses		\$0.00			\$0.00	Total:	\$0.00	\$0.00	Request is over/under budget:			Under	-		Over		\$0.00
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ORDINANCE NO. _____

AN ORDINANCE AMENDING THE VILLAGE CODE
RELATING TO THEFT AND REATIL THEFT

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

SECTION ONE: That Title 9 of the Round Lake Village Code, as amended, is hereby further amended with deletions shown in strike through text and additions shown in underlined text, so that the same shall be read as follows:

Revise Ordinance Chapter 9.20 - THEFT AND RELATED OFFENSES

Add: 9.20.080 RETAIL THEFT:

• **RETAIL MERCANTILE ESTABLISHMENT:** Any place where merchandise is displayed, held, stored or offered for sale to the public.

THEFT DETECTION SHIELDING DEVICE: Any laminated or coated bag or device designed and intended to shield merchandise from detection by an electronic or magnetic theft alarm sensor.

THEFT DETECTION DEVICE REMOVER: Any tool or device specifically designed or intended to be used to remove any theft detection device from any merchandise.

(A) Offense: The offense of retail theft is committed when a person knowingly:

- (1) Takes possession of, carries away, transfers or causes to be carried away or transferred, any merchandise displayed, held, stored or offered for sale in a retail mercantile establishment with the intention of retaining such merchandise or with the intention of depriving the merchant of the possession, use or benefit of such merchandise without paying the full retail value of such merchandise; or
- (2) Alters, transfers, or removes any label, price tag, marking, indicia of value or any other markings which aid in determining value affixed to any merchandise displayed, held, stored or offered for sale, in a retail mercantile establishment and attempts to purchase such merchandise personally or in consort with another at less than the full retail value with the intention of depriving the merchant of the full retail value of such merchandise; or
- (3) Transfers any merchandise displayed, held, stored or offered for sale, in a retail mercantile establishment from the container in or on which such merchandise is displayed to any other container with the intention of depriving the merchant of the full retail value of such merchandise; or
- (4) Causes the cash register or other sales recording device to reflect less than the full retail value of the merchandise; or
- (5) Removes a shopping cart from the premises of a retail mercantile establishment without the consent of the merchant given at the time of such removal with the intention of depriving the merchant permanently of the possession, use or benefit of such cart; or
- (6) Represents to a merchant that he or another is the lawful owner of property knowing that such representation is false, and transfers or attempts to transfer that property to a merchant who is the owner of the property in exchange for money, merchandise credit or other property of the merchant; or
- (7) Uses or possesses any theft detection shielding device or theft detection device remover with the intention of using such device to deprive the merchant of the possession, use or benefit of any merchandise displayed, held, stored or offered for sale in a retail mercantile establishment without paying the full retail value of such merchandise; and the value of the item or items is less the amount listed as a misdemeanor in 720 ILCS 5/16A-10.

Presumptions: If any person conceals upon his or her person or among his or her belongings, unpurchased merchandise displayed, held, stored or offered for sale in a retail mercantile establishment and removes that merchandise beyond the last known station for receiving payments for that merchandise in that retail mercantile establishment such person shall be presumed to have possessed, carried away or transferred such merchandise with the intention of retaining it or with the intention of depriving the merchant of the merchandise without paying the full retail value of the merchandise.

(B) Detention: Any merchant who has reasonable grounds to believe that a person has committed retail theft may detain such person, on or off the premises of a retail mercantile establishment, in a reasonable manner and for a reasonable length of time for all or any of the following purposes:

(1) To request identification;

(2) To verify such identification;

(3) To make reasonable inquiry as to whether such person has in his possession unpurchased merchandise, and to make reasonable investigation of the ownership of such merchandise;

(4) To inform a peace officer of the detention of the person and surrender that person to the custody of a peace officer;

(5) In the case of a minor, to inform a peace officer, the parents, guardian or other private person interested in the welfare of that minor of this detention and to surrender custody of such minor to such person.

A merchant may make a detention as permitted herein off the premises of a retail mercantile establishment only if such detention is pursuant to an immediate pursuit of such person.

A merchant shall be deemed to have reasonable grounds to make a detention for the purposes of this section if the merchant detains a person because such person has in his possession either a theft detection shielding device or a theft detection device remover.

(C) Penalty. A person convicted of Retail Theft shall be fined not less than one-hundred and fifty dollars (\$150.00) or more than seven hundred fifty dollars (\$750.00) for each offense.

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

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

APPROVED:

Daniel A. MacGillis, Village President

ATTEST:

Patricia C. Blauvelt, Village Clerk

PASSED:

APPROVED:

AYES:

NAYS:

ABSENT:

PUBLISHED IN PAMPHLET FORM: _____, 2016



VILLAGE OF ROUND LAKE
AGENDA ITEM SUMMARY

TITLE: ORDINANCE REVISION TITLE 10 VEHICLES AND TRAFFIC Agenda Item No. COTW

Executive Summary:

The purpose of this Agenda Item Summary is to revise the Village Code to include Chapter 10-07 Pedestrians as a section of the Village Ordinance Title 10 Vehicles and Traffic.

Revise Ordinance Title 10 VEHICLES AND TRAFFIC

Add: 10.07 PEDESTRIANS:

Revise Ordinance as described herein;

Recommended Action:

Staff recommends revision of ordinance as described.

Committee: Police		Meeting Date: 02-29-2016																			
Lead Department: Police		Presenter: M. Gillette																			
<p>Item Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>If amount requested is over budget, a detailed explanation of what account(s) the overage will be charged to will be provided in the Executive Summary or attached detail.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Account No(s):</th> <th style="text-align: right;">Budget:</th> <th style="text-align: right;">Actual Request:</th> </tr> </thead> <tbody> <tr> <td></td> <td style="text-align: right;">\$0.00</td> <td></td> </tr> <tr> <td>YTD Expenses</td> <td></td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td></td> <td></td> <td style="text-align: right;">\$0.00</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> </tbody> </table>	Account No(s):	Budget:	Actual Request:		\$0.00		YTD Expenses		\$0.00			\$0.00	Total:	\$0.00	\$0.00	<p>Request is over/under budget:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: right;">Under</td> <td style="text-align: center;">-</td> </tr> <tr> <td style="text-align: right;">Over</td> <td style="text-align: right;">\$0.00</td> </tr> </table>	Under	-	Over	\$0.00
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ORDINANCE NO. _____

AN ORDINANCE AMENDING THE VILLAGE CODE
RELATING TO MOTOR VEHICLES AND TRAFFIC

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

SECTION ONE: That Title 10 of the Round Lake Village Code, as amended, is hereby further amended with deletions shown in strike through text and additions shown in underlined text, so that the same shall be read as follows:

Revise Ordinance Chapter 10 – MOTOR VEHICLES and TRAFFIC

SECTION One: Add: 10.07. PEDESTRIANS:

• **CHAPTER 10-07. - PEDESTRIANS**

○ **Sec. 10-07-010. - Right-of-way.**

- A. It shall be unlawful for the driver of any vehicle to drive into any crosswalk without the exercise of due and proper care in view of the special use made thereof by pedestrians.
- B. The driver of a vehicle shall yield the right of way, slowing down or stopping if need be to so yield, to a pedestrian crossing the roadway within a crosswalk when the pedestrian is upon the half of the roadway upon which the vehicle is traveling, or when the pedestrian is approaching so closely from the opposite half of the roadway as to be in danger.
- C. The driver of a vehicle shall stop before entering any crosswalk when any other vehicle proceeding in the same direction is stopped at such crosswalk for the purpose of permitting a pedestrian to cross.

○ **Sec. 10-07-020. - Pedestrians using roadway.**

- A. At no place shall a pedestrian cross any roadway other than by the most direct route to the opposite curbing, and when crossing at any place other than a crosswalk he shall yield the right of way to all vehicles upon the roadway.
- B. No person shall stand or loiter in any roadway other than in a safety zone, if such act interferes with the lawful movement of traffic.
- C. It shall be unlawful for any person to stand in a roadway for the purpose of soliciting a ride from the driver of any vehicle.

○ **Sec. 10-07-030. - Signals.**

At intersections where traffic is directed by a policeman or by a stop and go signal, it shall be unlawful for any pedestrian to cross the roadway other than with released traffic, if such crossing interferes with the lawful movement of traffic.

○ **Sec. 10-07-040. - Standing on sidewalk.**

It shall be unlawful for a pedestrian to stand upon any sidewalk except as near as is reasonably possible to the building line or curb line, if such standing interferes with the use of said sidewalk by other pedestrians.

Penalty. A person convicted of 10-07-010,020,030,or 040 shall be fined not less than twenty five dollars (\$25.00) or more than seven hundred fifty dollars (\$750.00) for each offense.

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

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

APPROVED:

Daniel A. MacGillis, Village President

ATTEST:

Patricia C. Blauvelt, Village Clerk

PASSED:

APPROVED:

AYES:

NAYS:

ABSENT:

PUBLISHED IN PAMPHLET FORM: _____, 2016



VILLAGE OF ROUND LAKE
AGENDA ITEM SUMMARY

TITLE: CORNER GARAGE GROUND WATER ORDINANCE

Agenda Item No. COTW

Executive Summary:

Corner Garage, 233 West Washington Street recently removed underground storage tanks. The owners of the property are requesting the Village to pass the proposed ordinance, which will prohibit the use of groundwater in a defined area near 233 Washington Street as a source of potable water. The ordinance is necessary for Corner Garage to acquire an NFR letter from the IEPA.

Attached is the ordinance, different maps of the location, soil analytical results, and other information.

Recommended Action:

Adopt an Ordinance Prohibiting the Use of Groundwater as a Potable Water Supply by the Installation or Use of Potable Water Supply Wells or by any Other Method

Committee: -	Meeting Date: February 29, 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 colspan="2">-</td> </tr> <tr> <td style="text-align: right;">Over</td> <td colspan="2">-</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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Request is over/under budget:																															
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ORDINANCE NUMBER _____

AN ORDINANCE PROHIBITING THE USE OF GROUNDWATER AS A POTABLE WATER SUPPLY BY THE INSTALLATION OR USE OF POTABLE WATER SUPPLY WELLS OR BY ANY OTHER METHOD

WHEREAS, certain properties in the Village of Round Lake, Illinois have been used over a period of time for commercial/industrial purposes; and

WHEREAS, because of said use, concentrations of certain chemical constituents in the groundwater beneath the Village may exceed Class I groundwater quality standards for potable resource groundwater as set forth in 35 Illinois Administrative Code 620 or Tier 1 remediation objectives as set forth in 35 Illinois Administrative Code 742; and

WHEREAS, the Village of Round Lake desires to limit potential threats to human health from groundwater contamination while facilitating the redevelopment and productive use of properties that are the source of said chemical constituents;

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE BOARD OF THE VILLAGE OF ROUND LAKE, ILLINOIS:

SECTION ONE: That the Round Lake Village Code, as amended, is hereby further amended in Title 13, ("Public Services") by adding in an entirely new subsection 13._____ as follows:

13.____ - Groundwater as a potable water supply prohibited.

13.____- 233 West Washington Street and 521 Cedar Crest Court

- A. The use or attempt to use as a potable water supply groundwater from within the area described in Exhibit 1 (Groundwater Ordinance Map) and Exhibit 2 (Groundwater Ordinance Boundary Legal Description), in the Village of Round Lake, as a potable water supply, by the installation or drilling of wells or by any other method is hereby prohibited. This prohibition expressly includes the Village of Round Lake.
- B. As used in this section, "Potable water" means any water used for human or domestic consumption, including, but not limited to, water used for drinking, bathing, swimming, washing dishes, or preparing foods.

SECTION TWO: All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed insofar as they are in conflict with this ordinance.

SECTION THREE: If any provision of this ordinance or its application to any person or under any circumstances is adjudged invalid, such adjudication shall not affect the validity of the ordinance as a whole or of any portion not adjudged invalid.

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

ATTEST: _____
(Date)

APPROVED: _____
(Date)

(City Clerk)

(Mayor)

Officially published this _____ day of _____, 20__.

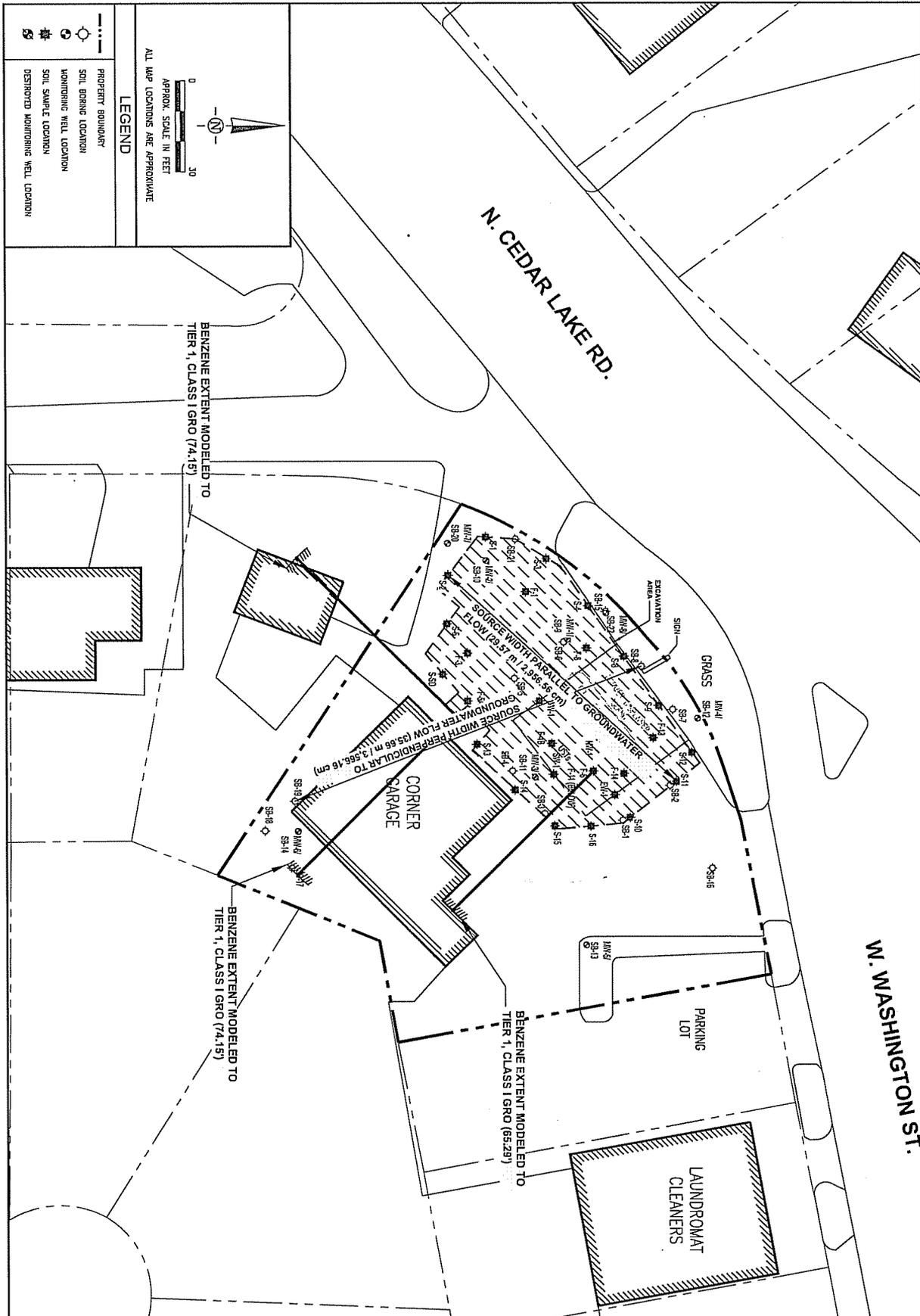
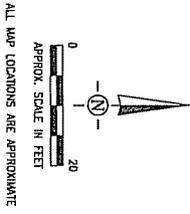


FIGURE 1	DRAWN BY:	SAA	RBCA SCGIER EVALUATION - SOURCE DIMENSIONS AND MODELED EXTENTS FOR BENZENE 233 WEST WASHINGTON STREET ROUND LAKE, ILLINOIS 60073	 TriCore Environmental, LLC 2368 Corporate Lane, Suite 116 Naperville, IL 60563 (630) 520-9973
	APPROVED BY:	KTM		
	SCALE:	1" = 30'		
	DATE:	2/23/2016		
	DRAWING FILE:	MD13-157		
Corner Garage 233 Washington Street Round Lake, IL 60073				

LAKE RD.

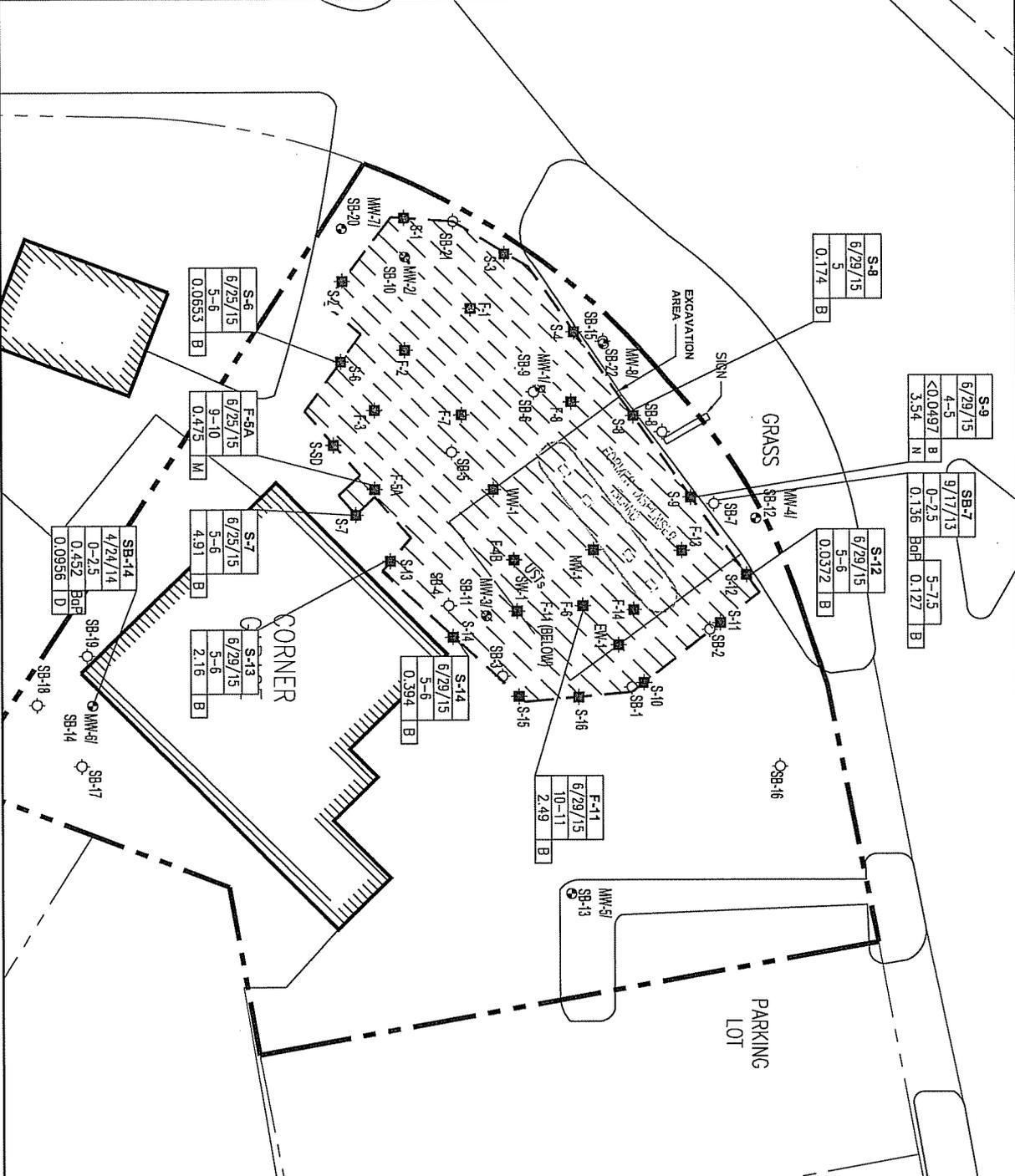


LEGEND

- PROPERTY BOUNDARY
- SOIL BORING LOCATION
- MONITORING WELL LOCATION
- SOIL SAMPLE LOCATION
- DESTROYED MONITORING WELL LOCATION

SOIL TYPE	SOIL DEPTH (ft)	BEFORE CONCENTRATION (mg/lb)	AFTER CONCENTRATION (mg/lb)	PERCENTAGE CHANGE
SB-7	1-2	1.29	0.452	65%
SB-8	5-6	0.0653	0.0956	145%
SB-9	4-5	3.54	0.0497	99%
SB-10	5-6	0.174	0.0372	78%
SB-11	5-6	0.0372	0.0372	100%
SB-12	5-6	0.0372	0.0372	100%
SB-13	5-6	0.0372	0.0372	100%
SB-14	5-6	0.394	0.394	100%
SB-15	5-6	0.394	0.394	100%
SB-16	5-6	0.394	0.394	100%
SB-17	5-6	0.394	0.394	100%
SB-18	5-6	0.394	0.394	100%
SB-19	5-6	0.394	0.394	100%
SB-20	5-6	0.394	0.394	100%

NOTES:
 ONLY THE REPORTED CONCENTRATIONS OR ULTIMATE DESTINATION DATA EXCEEDING THE MS 1 5000 ARE SHOWN



3	FIGURE	
	DRAWN BY:	SAA
	APPROVED BY:	KTM
	SCALE:	1" = 20'
	DATE:	10/12/2015
	DRAWING FILE:	MD13-157

SOIL ANALYTICAL RESULTS MAP
 233 WEST WASHINGTON STREET
 ROUND LAKE, ILLINOIS 60073

Corner Garage
 233 Washington Street
 Round Lake, IL 60073



TriCore Environmental, LLC
 2368 Corporate Lane, Suite 116
 Naperville, IL 60563
 (630) 520-9973

TABLE 1

Soil Analytical Results - BTEX and MTBE

The Corner Garage
 233 W. Washington Street
 Round Lake, Lake County, Illinois 60073

Tier 1 Exposure Routes				COCs and Tier 1 Soil Remediation Objectives				
				Benzene (mg/kg)	Toluene (mg/kg)	Ethylbenzene (mg/kg)	Total Xylenes (mg/kg)	MTBE (mg/kg)
SCGIER - Class I Groundwater				0.03	12	13	150	0.32
SCGIER - Class II Groundwater				0.17	29	19	150	0.32
Inhalation - Industrial/Commercial				1.6	650	400	320	8,800
Inhalation - Construction Worker				2.2	42	58	5.6	140
Ingestion - Industrial/Commercial				100	410,000	200,000	410,000	20,000
Ingestion - Construction Worker				2,300	410,000	20,000	41,000	2,000
Soil Saturation Limit - Outdoor Inhalation				800	580	350	280	8,400
Soil Saturation Limit - SCGIER				580	290	150	110	11,000
Sample ID	Date Sampled	Sample Depth (feet bls)	PID Reading (ppm)					
SB-1	17-Sep-13	3.5-5	0	<0.0244	<0.061	<0.061	<0.183	<0.061
SB-1	17-Sep-13	5-7.5	0	<0.0238	<0.0595	<0.0595	<0.178	<0.0595
SB-2	17-Sep-13	0-2	0.4	<0.0233	<0.0582	<0.0582	<0.175	<0.0582
SB-2	17-Sep-13	5-7.5	0.2	0.0326	<0.0582	<0.0582	<0.175	<0.0582
SB-3	17-Sep-13	1-3	1.1	<0.0243	<0.0607	<0.0607	<0.182	<0.0607
SB-3	17-Sep-13	5-7.5	0	<0.0251	<0.0626	<0.0626	<0.188	<0.0626
SB-4	17-Sep-13	3-5	69.2	0.384	<0.0642	0.204	<0.193	<0.0642
SB-4	17-Sep-13	7.5-10	44.5	5.21	0.0717	1.27	3.07	<0.0595
SB-4	17-Sep-13	10-12.5	23	<0.0244	<0.061	<0.061	<0.183	<0.061
SB-5	17-Sep-13	0-2.5	154	0.263	0.074	1.29	1.3	<0.0596
SB-5	17-Sep-13	5-7.5	62.3	2.15	<0.235	9	<0.705	<0.235
SB-5	17-Sep-13	10-12.5	17.6	<0.0237	<0.0592	<0.0592	<0.178	<0.0592
SB-5	17-Sep-13	15-17.5	4.6	0.0355	<0.0602	<0.0602	<0.18	<0.0602
SB-6	17-Sep-13	2.5-5	1324	0.568	<1.2	20.3	40.7	<1.2
SB-6	17-Sep-13	5-7.5	24.2	1.39	<0.159	4.21	6.11	<0.159
SB-6	17-Sep-13	10-12.5	11.7	<0.0239	<0.0598	<0.0598	<0.179	<0.0598
SB-6	17-Sep-13	15-17.5	18.7	<0.0235	<0.0588	0.176	0.223	<0.0558
SB-7	17-Sep-13	0-2.5	6.6	<0.0253	<0.0634	0.0994	<0.019	<0.0634
SB-7	17-Sep-13	5-7.5	1.3	0.127	<0.0606	<0.0606	<0.182	<0.0606
SB-8	17-Sep-13	0-2.5	0.7	<0.0259	<0.0648	<0.0648	<0.194	<0.0648
SB-8	17-Sep-13	5-7.5	0.7	<0.0235	<0.0586	<0.0586	<0.176	<0.0586
SB-9	24-Apr-14	2.5-5	397.4	1.28	<0.743	29.3	63.9	<0.743
SB-10	24-Apr-14	2.5-5	1.6	0.119	<0.0625	<0.0625	<0.188	<0.0625
SB-10	24-Apr-14	5-7.5	4.4	1.24	<0.0591	0.232	1.22	<0.0591
SB-10	24-Apr-14	10-12.5	0.9	<0.0234	<0.0586	<0.0586	<0.176	0.198
SB-10	24-Apr-14	17.5-20	1.7	<0.0232	<0.0579	<0.0579	<0.174	<0.0579
SB-11	24-Apr-14	2.5-5	38.5	1.71	0.114	2.81	0.29	0.0595
SB-11	24-Apr-14	5-7.5	52.6	5.55	0.226	5.31	6.54	0.141
SB-11	24-Apr-14	10-12.5	2.2	<0.0249	<0.0621	<0.0621	<0.186	<0.0621
SB-12	24-Apr-14	2.5-5	0.4	<0.0237	<0.0593	<0.0593	<0.178	<0.0593
SB-12	24-Apr-14	5-7	16.4	<0.0234	<0.0584	<0.0584	<0.175	<0.0584
SB-13	24-Apr-14	0-2.5	0.5	<0.0241	<0.0601	<0.0601	<0.18	<0.0601
SB-13	24-Apr-14	5-7.5	0.4	<0.024	<0.0601	<0.0601	<0.18	<0.0601
SB-14	24-Apr-14	0-2.5	1	<0.0227	<0.0568	<0.0568	<0.17	<0.0568
SB-14	24-Apr-14	7.5-10	0.9	<0.0236	<0.0589	<0.0589	0.181	<0.0589
SB-14	24-Apr-14	10-12.5	1.2	<0.0234	<0.0586	<0.0586	<0.176	<0.0586
SB-15	24-Apr-14	0-2.5	1.8	<0.025	<0.0626	0.069	0.19	<0.0626
SB-15	24-Apr-14	7.5-10	0.6	<0.0233	<0.0583	<0.0583	<0.175	<0.0583
SB-16	8-Jul-14	7.5-10	4.0	<0.0244	<0.0611	<0.0611	<0.183	<0.0611

TABLE 1

Soil Analytical Results - BTEX and MTBE

The Corner Garage
 233 W. Washington Street
 Round Lake, Lake County, Illinois 60073

Tier 1 Exposure Routes				COCs and Tier 1 Soil Remediation Objectives				
				Benzene (mg/kg)	Toluene (mg/kg)	Ethylbenzene (mg/kg)	Total Xylenes (mg/kg)	MTBE (mg/kg)
SCGIER - Class I Groundwater				0.03	12	13	150	0.32
SCGIER - Class II Groundwater				0.17	29	19	150	0.32
Inhalation - Industrial/Commercial				1.6	650	400	320	8,800
Inhalation - Construction Worker				2.2	42	58	5.6	140
Ingestion - Industrial/Commercial				100	410,000	200,000	410,000	20,000
Ingestion - Construction Worker				2,300	410,000	20,000	41,000	2,000
Soil Saturation Limit - Outdoor Inhalation				800	580	350	280	8,400
Soil Saturation Limit - SCGIER				580	290	150	110	11,000
Sample ID	Date Sampled	Sample Depth (feet bls)	PID Reading (ppm)					
SB-17	8-Jul-14	5-7.5	16.4	<0.0262	<0.0654	<0.0654	<0.196	<0.0654
SB-18	8-Jul-14	0-2.5	8.3	<0.0237	<0.0594	<0.0594	<0.178	<0.0594
SB-19	8-Jul-14	5-7.5	8.5	<0.0251	<0.0628	<0.0628	<0.188	<0.0628
SB-20	8-Jul-14	0-2.5	30.2	<0.0243	<0.0608	<0.0608	<0.182	<0.0608
SB-21	8-Jul-14	2.5-5	29.6	<0.0248	<0.0621	<0.0621	<0.186	<0.0621
SB-22	8-Jul-14	2.5-5	24.1	<0.0253	<0.0633	<0.0633	<0.19	<0.0633
S-1	24-Jun-15	5-6	2.1	<0.0246	<0.0614	<0.0614	<0.184	<0.0614
S-2	24-Jun-15	5-6	2.1	<0.026	<0.0649	<0.0649	<0.195	<0.0649
S-3	24-Jun-15	5-6	2.7	<0.0238	<0.0596	<0.0596	<0.179	<0.0596
F-1	24-Jun-15	11-12	5.1	<0.0231	<0.0578	<0.0578	<0.173	<0.0578
F-2	24-Jun-15	11-12	1.6	<0.0231	<0.0578	<0.0578	<0.173	0.303
S-5D	25-Jun-15	5-6	8.7	<0.024	<0.0601	<0.0601	<0.18	<0.0601
S-6	25-Jun-15	5-6	7.3	0.0653	<0.0621	<0.0621	<0.186	<0.0621
F-3	25-Jun-15	11-12	2.7	<0.0236	<0.059	<0.059	<0.177	0.139
SW-1	25-Jun-15	7-8	1069	5.2	0.33	7.67	11.5	<0.151
F-4B	25-Jun-15	10	7.6	<0.0241	<0.0602	<0.0602	<0.181	<0.0602
WW-1	25-Jun-15	7-8	1323	<0.0606	3.11	5.39	36.6	<0.151
F-5A	25-Jun-15	9-10	4.8	<0.0233	<0.0584	<0.0584	<0.175	0.475
S-7	25-Jun-15	5-6	18.3	4.91	<0.0587	<0.0587	0.182	0.127
EW-1	26-Jun-15	5-6	38.3	0.383	<0.0584	<0.0584	1.01	<0.0584
S-4	26-Jun-15	5-6	10.8	<0.0248	<0.0619	<0.0619	0.283	<0.0619
F-7	26-Jun-15	11-12	2.1	<0.0235	<0.0588	<0.0588	<0.177	<0.0588
F-8	26-Jun-15	10-11	6.7	<0.0237	<0.0593	<0.0593	<0.178	<0.0593
S-8	29-Jun-15	5	249.5	0.174	0.0995	2.33	0.629	<0.0642
F-9	29-Jun-15	7	1.4	<0.0229	<0.0572	<0.0572	<0.172	<0.0572
S-9	29-Jun-15	4-5	941.5	<0.0497	<0.124	1.28	1.16	<0.124
NW-1	29-Jun-15	5-6	383.4	0.725	0.21	3.81	4.94	<0.0633
F-6	29-Jun-15	8-9	70.2	9.35	0.952	<0.0588	<0.176	<0.0588
F-10A	29-Jun-15	11-12	2.9	<0.0264	<0.066	<0.066	<0.198	<0.066
F-11	29-Jun-15	10-11	7.6	2.49	<0.0602	<0.0602	<0.18	<0.0602
S-10	29-Jun-15	5-6	3.7	<0.0244	<0.0609	<0.0609	<0.183	<0.0609
S-11	29-Jun-15	5-6	11.4	<0.0233	<0.0582	<0.0582	<0.175	<0.0582
S-12	29-Jun-15	5-6	241.7	0.0372	<0.0588	0.145	<0.176	<0.0588
F-13	29-Jun-15	12	2.9	<0.0238	<0.0596	<0.0596	<0.179	<0.0596
S-13	29-Jun-15	5-6	64.5	2.16	0.128	0.593	1.22	0.0708
S-14	29-Jun-15	5-6	5.6	0.394	<0.0595	<0.0595	<0.179	<0.0595
F-14	29-Jun-15	10-11	1.7	<0.0236	<0.0591	<0.0591	<0.177	<0.0591
F-15	30-Jun-15	9-10	2.8	<0.023	<0.0575	<0.0575	<0.173	<0.0575
S-15	30-Jun-15	5-6	2.7	<0.0227	<0.0567	<0.0567	<0.17	<0.0567

TABLE 1

Soil Analytical Results - BTEX and MTBE

The Corner Garage
 233 W. Washington Street
 Round Lake, Lake County, Illinois 60073

Tier 1 Exposure Routes				COCs and Tier 1 Soil Remediation Objectives				
				Benzene (mg/kg)	Toluene (mg/kg)	Ethylbenzene (mg/kg)	Total Xylenes (mg/kg)	MTBE (mg/kg)
SCGIER - Class I Groundwater				0.03	12	13	150	0.32
SCGIER - Class II Groundwater				0.17	29	19	150	0.32
Inhalation - Industrial/Commercial				1.6	650	400	320	8,800
Inhalation - Construction Worker				2.2	42	58	5.6	140
Ingestion - Industrial/Commercial				100	410,000	200,000	410,000	20,000
Ingestion - Construction Worker				2,300	410,000	20,000	41,000	2,000
Soil Saturation Limit - Outdoor Inhalation				800	580	350	280	8,400
Soil Saturation Limit - SCGIER				580	290	150	110	11,000
Sample ID	Date Sampled	Sample Depth (feet bls)	PID Reading (ppm)					
S-16	30-Jun-15	5-6	3.7	<0.0242	<0.0604	0.094	0.332	<0.0604

Notes:

- 1) PID = photoionization detector; COCs = constituents of concern
- 2) bls = below land surface; mg/kg = milligrams per kilogram; ppm = parts per million
- 3) <0.065 = concentration less than the laboratory reporting limit
- 4) SCGIER = soil component of the groundwater ingestion exposure route
- 5) **Bold** indicates a concentration above the Tier 1 soil remediation objective(s) established in 35 Illinois Administrative Code Part 742
- 6) All soil samples were analyzed for benzene, toluene, ethylbenzene, and total xylenes (BTEX) using United States Environmental Protection Agency Method 8021B
- 7) **Shaded** indicates the soil sample was excavated.

TABLE 2

Soil Analytical Results - PAHs

The Corner Garage
233 W. Washington Street
Round Lake, IL

Tier 1 Exposure Routes				COCs and Tier 1 Soil Remediation Objectives																
				Acenaphthene	Acenaphthylene	Anthracene	Benzo (a) anthracene	Benzo (a) pyrene	Benzo (b) fluoranthene	Benzo (g,h,i) perylene	Benzo (k) fluoranthene	Chrysene	Dibenzo (a,h) anthracene	Fluoranthene	Fluorene	Indeno (1,2,3-cd) pyrene	Naphthalene	Phenanthrene	Pyrene	
Sample ID	Date Sampled	Sample Depth (feet bis)	PID Reading (ppm)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)			
Soil Ingestion - Industrial/Commercial				120,000	61,000	610,000	8	0.8	8	61,000	78	780	0.8	82,000	82,000	8	41,000	61,000	61,000	
Soil Ingestion - Construction Worker				120,000	61,000	610,000	170	17	170	61,000	1,700	17,000	17	82,000	82,000	170	4,100	61,000	61,000	
Inhalation - Industrial/Commercial				---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	
Inhalation - Construction Worker				---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	
SCGIER - Class I Groundwater				570	85	12,000	2	8	5	27,000	49	160	2	4,300	560	14	12	210	4,200	
SCGIER - Class II Groundwater				2,900	420	59,000	8	82	25	130,000	250	800	7.6	21,000	2,800	69	18	1,100	21,000	
Soil Saturation Limit - Outdoor Inhalation				---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
Soil Saturation Limit - SCGIER				---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
SB-1	17-Sep-13	3.5-5	0	<0.0203	<0.0203	<0.0203	<0.0203	<0.0203	<0.0203	<0.0203	<0.0203	<0.0203	<0.0203	<0.0203	<0.0203	<0.0203	<0.0203	<0.0203	<0.0203	
SB-1	17-Sep-13	5-7.5	0	<0.0198	<0.0198	<0.0198	0.0212	<0.0198	<0.0198	<0.0198	<0.0198	0.0309	<0.0198	0.117	<0.0198	<0.0198	<0.0198	0.0629	0.0897	
SB-2	17-Sep-13	0-2.5	0.4	0.0243	<0.0194	0.0369	<0.0194	0.0796	0.0797	0.0487	0.0809	0.113	<0.0194	0.321	0.0198	0.0428	0.0611	0.205	0.247	
SB-2	17-Sep-13	5-7.5	0.2	<0.0194	<0.0194	<0.0194	<0.0194	<0.0194	<0.0194	<0.0194	<0.0194	<0.0194	<0.0194	<0.0194	<0.0194	<0.0194	<0.0194	<0.0194	<0.0194	
SB-3	17-Sep-13	1-3	1.1	<0.0202	<0.0202	<0.0202	0.0273	0.0257	0.0406	0.0212	0.0332	0.051	<0.0202	0.119	<0.0202	<0.0202	0.19	0.0472	0.0934	
SB-3	17-Sep-13	5-7.5	0	<0.0209	<0.0209	<0.0209	<0.0209	<0.0209	<0.0209	<0.0209	<0.0209	0.0234	<0.0209	0.061	<0.0209	<0.0209	<0.0209	0.0229	0.0496	
SB-4	17-Sep-13	3-5	69.2	<0.0214	<0.0214	<0.0214	<0.0214	<0.0214	<0.0214	<0.0214	<0.0214	<0.0214	<0.0214	<0.0214	<0.0214	<0.0214	<0.0214	<0.0214	<0.0214	
SB-4	17-Sep-13	7.5-10	44.5	<0.0198	<0.0198	<0.0198	<0.0198	<0.0198	<0.0198	<0.0198	<0.0198	<0.0198	<0.0198	<0.0198	<0.0198	<0.0198	<0.0198	<0.0198	<0.0198	
SB-4	17-Sep-13	10-12.5	23	<0.0203	<0.0203	<0.0203	<0.0203	<0.0203	<0.0203	<0.0203	<0.0203	<0.0203	<0.0203	<0.0203	<0.0203	<0.0203	<0.0203	<0.0203	<0.0203	
SB-5	17-Sep-13	0-2.5	154	<0.0199	<0.0199	<0.0199	<0.0199	<0.0199	<0.0199	<0.0199	<0.0199	<0.0199	<0.0199	0.0208	<0.0199	<0.0199	<0.0199	<0.0199	<0.0199	
SB-5	17-Sep-13	5-7.5	62.3	<0.196	<0.196	<0.196	<0.196	<0.196	<0.196	<0.196	<0.196	<0.196	<0.196	<0.196	<0.196	<0.196	2.58	<0.196	<0.196	
SB-5	17-Sep-13	10-12.5	17.6	<0.0197	<0.0197	<0.0197	<0.0197	<0.0197	<0.0197	<0.0197	<0.0197	<0.0197	<0.0197	<0.0197	<0.0197	<0.0197	<0.0197	<0.0197	<0.0197	
SB-5	17-Sep-13	15-17.5	4.6	<0.0201	<0.0201	<0.0201	<0.0201	<0.0201	<0.0201	<0.0201	<0.0201	<0.0201	<0.0201	<0.0201	<0.0201	<0.0201	<0.0201	<0.0201	<0.0201	
SB-6	17-Sep-13	2.5-5	1324	<0.799	<0.799	<0.799	<0.799	<0.799	<0.799	<0.799	<0.799	<0.799	<0.799	<0.799	<0.799	<0.799	14.4	<0.799	<0.799	
SB-6	17-Sep-13	5-7.5	24.2	<0.0976	<0.0976	<0.0976	<0.0976	<0.0976	<0.0976	<0.0976	<0.0976	<0.0976	<0.0976	<0.0976	<0.0976	<0.0976	1.72	<0.0976	<0.0976	
SB-6	17-Sep-13	10-12.5	11.7	<0.0199	<0.0199	<0.0199	<0.0199	<0.0199	<0.0199	<0.0199	<0.0199	<0.0199	<0.0199	<0.0199	<0.0199	<0.0199	<0.0199	0.0647	<0.0199	<0.0199
SB-6	17-Sep-13	15-17.5	18.7	<0.0196	<0.0196	<0.0196	<0.0196	<0.0196	<0.0196	<0.0196	<0.0196	<0.0196	<0.0196	0.0206	<0.0196	<0.0196	0.0358	<0.0196	<0.0196	
SB-7	17-Sep-13	0-2.5	6.6	<0.0211	<0.0211	0.0287	0.113	0.136	0.136	0.0672	0.117	0.143	0.0253	0.254	<0.0211	0.0638	<0.0211	0.0852	0.209	
SB-7	17-Sep-13	5-7.5	1.3	<0.0202	<0.0202	<0.0202	<0.0202	<0.0202	<0.0202	<0.0202	<0.0202	<0.0202	<0.0202	<0.0202	<0.0202	<0.0202	<0.0202	<0.0202	<0.0202	
SB-8	17-Sep-13	0-2.5	0.7	<0.0216	<0.0216	<0.0216	<0.0216	<0.0216	<0.0216	<0.0216	<0.0216	0.0236	<0.0216	0.0486	<0.0216	<0.0216	<0.0216	0.0233	0.0387	
SB-8	17-Sep-13	5-7.5	0.7	<0.0195	<0.0195	<0.0195	<0.0195	<0.0195	<0.0195	<0.0195	<0.0195	<0.0195	<0.0195	<0.0195	<0.0195	<0.0195	<0.0195	<0.0195	<0.0195	
SB-9	24-Apr-14	2.5-5	397.4	<0.495	<0.495	<0.495	<0.495	<0.495	<0.495	<0.495	<0.495	<0.495	<0.495	<0.495	<0.495	<0.495	8.48	<0.495	<0.495	
SB-10	24-Apr-14	2.5-5	1.6	<0.0208	<0.0208	<0.0208	<0.0208	<0.0208	<0.0208	<0.0208	<0.0208	0.0237	<0.0208	0.0502	<0.0208	<0.0208	<0.0208	0.0324	<0.0208	
SB-10	24-Apr-14	5-7.5	4.4	<0.0197	<0.0197	<0.0197	<0.0197	<0.0197	<0.0197	<0.0197	<0.0197	<0.0197	<0.0197	0.0331	<0.0197	<0.0197	<0.0197	0.0225	<0.0197	
SB-10	24-Apr-14	10-12.5	0.9	<0.0195	<0.0195	<0.0195	<0.0195	<0.0195	<0.0195	<0.0195	<0.0195	<0.0195	<0.0195	<0.0195	<0.0195	<0.0195	<0.0195	<0.0195	<0.0195	
SB-10	24-Apr-14	17.5-20	1.7	<0.0193	<0.0193	<0.0193	<0.0193	<0.0193	<0.0193	<0.0193	<0.0193	<0.0193	<0.0193	<0.0193	<0.0193	<0.0193	<0.0193	<0.0193	<0.0193	
SB-11	24-Apr-14	2.5-5	38.5	<0.0196	<0.0196	<0.0196	0.0541	0.0619	0.0654	0.0679	0.089	<0.0196	0.246	0.0245	0.04	0.133	<0.0196	<0.0196	<0.0196	
SB-11	24-Apr-14	5-7.5	52.6	<0.0197	<0.0197	<0.0197	<0.0197	<0.0197	<0.0197	<0.0197	<0.0197	<0.0197	<0.0197	<0.0197	<0.0197	<0.0197	0.535	<0.0197	<0.0197	
SB-11	24-Apr-14	10-12.5	2.2	<0.0207	<0.0207	<0.0207	<0.0207	<0.0207	<0.0207	<0.0207	<0.0207	<0.0207	<0.0207	<0.0207	<0.0207	<0.0207	<0.0207	<0.0207	<0.0207	
SB-12	24-Apr-14	2.5-5	0.4	<0.0198	<0.0198	<0.0198	<0.0198	<0.0198	<0.0198	<0.0198	<0.0198	<0.0198	<0.0198	0.029	<0.0198	<0.0198	<0.0198	<0.0198	<0.0198	
SB-12	24-Apr-14	5-7	0.6	<0.0195	<0.0195	<0.0195	<0.0195	<0.0195	<0.0195	<0.0195	<0.0195	0.0207	<0.0195	0.0458	<0.0195	<0.0195	<0.0195	0.0291	<0.0195	

TABLE 2

Soil Analytical Results - PAHs

The Corner Garage
233 W. Washington Street
Round Lake, IL

Tier 1 Exposure Routes				COCs and Tier 1 Soil Remediation Objectives															
				Acenaphthene	Acenaphthylene	Anthracene	Benzo (a) anthracene	Benzo (a) pyrene	Benzo (b) fluoranthene	Benzo (g,h,i) perylene	Benzo (k) fluoranthene	Chrysene	Dibenzo (a,h) anthracene	Fluoranthene	Fluorene	Indeno (1,2,3-cd) pyrene	Naphthalene	Phenanthrene	Pyrene
				(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	
Soil Ingestion - Industrial/Commercial				120,000	61,000	610,000	8	0.8	8	61,000	78	780	0.8	82,000	82,000	8	41,000	61,000	61,000
Soil Ingestion - Construction Worker				120,000	61,000	610,000	170	17	170	61,000	1,700	17,000	17	82,000	82,000	170	4,100	61,000	61,000
Inhalation - Industrial/Commercial				--	--	--	--	--	--	--	--	--	--	--	--	270	--	--	
Inhalation - Construction Worker				--	--	--	--	--	--	--	--	--	--	--	--	1.8	--	--	
SCGIER - Class I Groundwater				570	85	12,000	2	8	5	27,000	49	160	2	4,300	560	14	12	210	4,200
SCGIER - Class II Groundwater				2,900	420	59,000	8	82	25	130,000	250	800	7.6	21,000	2,800	69	18	1,100	21,000
Soil Saturation Limit - Outdoor Inhalation				--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Soil Saturation Limit - SCGIER				--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Sample ID	Date Sampled	Sample Depth (feet bis)	PID Reading (ppm)																
SB-13	24-Apr-14	0-2.5	0.5	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	
SB-13	24-Apr-14	5-7.5	0.4	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	
SB-14	24-Apr-14	0-2.5	1	<0.0757	0.0842	0.137	0.398	0.452	0.453	0.265	0.47	0.5	0.0956	0.94	<0.0757	0.254	<0.0757	0.395	<0.0757
SB-14	24-Apr-14	7.5-10	0.9	<0.0196	<0.0196	<0.0196	<0.0196	<0.0196	<0.0196	<0.0196	<0.0196	<0.0196	<0.0196	<0.0196	<0.0196	<0.0196	<0.0196	<0.0196	<0.0196
SB-14	24-Apr-14	10-12.5	1.2	<0.0195	<0.0195	<0.0195	<0.0195	<0.0195	<0.0195	<0.0195	<0.0195	<0.0195	<0.0195	<0.0195	<0.0195	<0.0195	<0.0195	<0.0195	<0.0195
SB-15	24-Apr-14	0-2.5	1.8	<0.0209	<0.0209	<0.0209	0.0496	0.0676	0.074	0.0645	0.0714	0.0771	<0.0209	0.143	<0.0209	0.0524	<0.0209	0.0541	<0.0209
SB-15	24-Apr-14	7.5-10	0.6	<0.0194	<0.0194	<0.0194	<0.0194	<0.0194	<0.0194	<0.0194	<0.0194	<0.0194	<0.0194	<0.0194	<0.0194	<0.0194	<0.0194	<0.0194	<0.0194
SB-16	8-Jul-14	7.5-10	4.0	<0.0204	<0.0204	<0.0204	<0.0204	<0.0204	<0.0204	<0.0204	<0.0204	<0.0204	<0.0204	<0.0204	<0.0204	<0.0204	<0.0204	<0.0204	<0.0204
SB-17	8-Jul-14	5-7.5	16.4	<0.0218	<0.0218	<0.0218	<0.0218	<0.0218	<0.0218	<0.0218	<0.0218	<0.0218	<0.0218	<0.0218	<0.0218	<0.0218	<0.0218	<0.0218	<0.0218
SB-18	8-Jul-14	0-2.5	8.3	<0.0198	<0.0198	<0.0198	<0.0198	0.0229	0.0299	<0.0198	<0.0198	0.03	<0.0198	0.0523	<0.0198	<0.0198	<0.0198	0.0234	0.0393
SB-19	8-Jul-14	5-7.5	8.5	<0.0209	<0.0209	<0.0209	<0.0209	<0.0209	<0.0209	<0.0209	<0.0209	<0.0209	<0.0209	<0.0209	<0.0209	<0.0209	<0.0209	<0.0209	<0.0209
SB-20	8-Jul-14	0-2.5	30.2	<0.0203	<0.0203	<0.0203	<0.0203	<0.0203	<0.0203	<0.0203	<0.0203	<0.0203	<0.0203	<0.0203	<0.0203	<0.0203	<0.0203	<0.0203	<0.0203
SB-21	8-Jul-14	2.5-5	29.6	<0.0207	<0.0207	<0.0207	<0.0207	<0.0207	<0.0207	0.0361	<0.0207	<0.0207	<0.0207	<0.0207	<0.0207	<0.0207	<0.0207	<0.0207	0.0406
SB-22	8-Jul-14	2.5-5	24.1	<0.0211	<0.0211	<0.0211	<0.0211	<0.0211	<0.0211	0.0235	<0.0211	0.0224	<0.0211	0.024	<0.0211	<0.0211	0.0249	0.0254	0.0254
S-1	24-Jun-15	5-6	2.1	<0.0205	<0.0205	<0.0205	<0.0205	<0.0205	<0.0205	<0.0205	<0.0205	<0.0205	<0.0205	<0.0205	<0.0205	<0.0205	<0.0205	<0.0205	<0.0205
S-2	24-Jun-15	5-6	2.1	<0.0216	<0.0216	<0.0216	<0.0216	<0.0216	<0.0216	<0.0216	<0.0216	<0.0216	<0.0216	<0.0216	<0.0216	<0.0216	<0.0216	<0.0216	<0.0216
S-3	24-Jun-15	5-6	2.7	<0.0199	<0.0199	<0.0199	<0.0199	<0.0199	<0.0199	<0.0199	<0.0199	<0.0199	<0.0199	<0.0199	<0.0199	<0.0199	<0.0199	<0.0199	<0.0199
F-1	24-Jun-15	11-12	5.1	<0.0193	<0.0193	<0.0193	<0.0193	<0.0193	<0.0193	<0.0193	<0.0193	<0.0193	<0.0193	<0.0193	<0.0193	<0.0193	<0.0193	<0.0193	<0.0193
F-2	24-Jun-15	11-12	1.6	<0.0193	<0.0193	<0.0193	<0.0193	<0.0193	<0.0193	<0.0193	<0.0193	<0.0193	<0.0193	<0.0193	<0.0193	<0.0193	<0.0193	<0.0193	<0.0193
S-5D	25-Jun-15	5-6	8.7	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02
S-6	25-Jun-15	5-6	7.3	<0.0207	<0.0207	<0.0207	<0.0207	<0.0207	<0.0207	0.0361	<0.0207	<0.0207	<0.0207	<0.0207	<0.0207	<0.0207	<0.0207	<0.0207	<0.0207
F-3	25-Jun-15	11-12	2.7	<0.0197	<0.0197	<0.0197	<0.0197	<0.0197	<0.0197	<0.0197	<0.0197	<0.0197	<0.0197	<0.0197	<0.0197	<0.0197	<0.0197	<0.0197	<0.0197
SW-1	25-Jun-15	7-8	1069	<0.162	<0.162	<0.162	<0.162	<0.162	<0.162	<0.162	<0.162	<0.162	<0.162	<0.162	<0.162	<0.162	1.93	<0.162	<0.162
F-4B	25-Jun-15	10	7.6	<0.0201	<0.0201	<0.0201	<0.0201	<0.0201	<0.0201	<0.0201	<0.0201	<0.0201	<0.0201	<0.0201	<0.0201	<0.0201	<0.0201	<0.0201	<0.0201
WW-1	25-Jun-15	7-8	1323	<0.202	<0.202	<0.202	<0.202	<0.202	<0.202	<0.202	<0.202	<0.202	<0.202	<0.202	<0.202	<0.202	4.19	<0.202	<0.202
F-5A	25-Jun-15	9-10	4.8	<0.0195	<0.0195	<0.0195	<0.0195	<0.0195	<0.0195	<0.0195	<0.0195	<0.0195	<0.0195	<0.0195	<0.0195	<0.0195	<0.0195	<0.0195	<0.0195
S-7	25-Jun-15	5-6	18.3	<0.0196	<0.0196	<0.0196	<0.0196	<0.0196	<0.0196	<0.0196	<0.0196	<0.0196	<0.0196	<0.0196	<0.0196	<0.0196	<0.0196	<0.0196	<0.0196
EW-1	26-Jun-15	7-8	38.3	<0.0195	<0.0195	<0.0195	<0.0195	<0.0195	<0.0195	<0.0195	<0.0195	<0.0195	<0.0195	<0.0195	<0.0195	<0.0195	0.168	<0.0195	<0.0195
S-4	26-Jun-15	5-6	10.8	<0.0206	<0.0206	<0.0206	<0.0206	<0.0206	<0.0206	0.0447	<0.0206	0.0209	<0.0206	0.0291	<0.0206	<0.0206	0.135	0.0243	0.0318
F-7	26-Jun-15	11-12	2.1	<0.0196	<0.0196	<0.0196	<0.0196	<0.0196	<0.0196	<0.0196	<0.0196	<0.0196	<0.0196	<0.0196	<0.0196	<0.0196	0.0435	<0.0196	<0.0196
F-8	26-Jun-15	10-11	6.7	<0.0198	<0.0198	<0.0198	<0.0198	<0.0198	<0.0198	<0.0198	<0.0198	<0.0198	<0.0198	<0.0198	<0.0198	<0.0198	<0.0198	<0.0198	<0.0198

TABLE 2

Soil Analytical Results - PAHs

The Corner Garage
233 W. Washington Street
Round Lake, IL

Tier 1 Exposure Routes				COCs and Tier 1 Soil Remediation Objectives															
				Acenaphthene	Acenaphthylene	Anthracene	Benzo (a) anthracene	Benzo (a) pyrene	Benzo (b) fluoranthene	Benzo (g,h,i) perylene	Benzo (k) fluoranthene	Chrysene	Dibenzo (a,h) anthracene	Fluoranthene	Fluorene	Indeno (1,2,3-cd) pyrene	Naphthalene	Phenanthrene	Pyrene
				(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	
Soil Ingestion - Industrial/Commercial				120,000	61,000	610,000	8	0.8	8	61,000	78	780	0.8	82,000	82,000	8	41,000	61,000	61,000
Soil Ingestion - Construction Worker				120,000	61,000	610,000	170	17	170	61,000	1,700	17,000	17	82,000	82,000	170	4,100	61,000	61,000
Inhalation - Industrial/Commercial				—	—	—	—	—	—	—	—	—	—	—	—	1.8	—	—	—
Inhalation - Construction Worker				—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
SCGIER - Class I Groundwater				570	85	12,000	2	8	5	27,000	49	160	2	4,300	560	14	12	210	4,200
SCGIER - Class II Groundwater				2,900	420	59,000	8	82	25	130,000	250	800	7.6	21,000	2,800	69	18	1,100	21,000
Soil Saturation Limit - Outdoor Inhalation				—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Soil Saturation Limit - SCGIER				—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Sample ID	Date Sampled	Sample Depth (feet bls)	PID Reading (ppm)																
S-8	29-Jun-15	5	249.5	<0.0214	<0.0214	<0.0214	<0.0214	<0.0214	0.0305	0.0306	0.0239	0.0478	<0.0214	0.0521	<0.0214	<0.0214	0.132	0.0478	0.0512
F-9	29-Jun-15	7	1.4	<0.0191	<0.0191	<0.0191	<0.0191	<0.0191	<0.0191	<0.0191	<0.0191	<0.0191	<0.0191	<0.0191	<0.0191	<0.0191	<0.0191	<0.0191	<0.0191
S-9	29-Jun-15	4-5	941.5	<0.207	<0.207	<0.0207	<0.207	<0.207	<0.207	<0.207	<0.207	<0.207	<0.207	<0.207	<0.207	<0.207	3.54	<0.207	<0.207
NW-1	29-Jun-15	5-6	383.4	<0.106	<0.106	<0.106	<0.106	<0.106	<0.106	<0.106	<0.106	<0.106	<0.106	<0.106	<0.106	<0.106	2	<0.106	<0.106
F-8	29-Jun-15	8-9	70.2	<0.0196	<0.0196	<0.0196	<0.0196	<0.0196	<0.0196	<0.0196	<0.0196	<0.0196	<0.0196	<0.0196	<0.0196	<0.0196	<0.0196	<0.0196	<0.0196
F-10A	29-Jun-15	11-12	2.9	<0.022	<0.022	<0.022	<0.022	<0.022	<0.022	<0.022	<0.022	<0.022	<0.022	<0.022	<0.022	<0.022	<0.022	<0.022	<0.022
F-11	29-Jun-15	10-11	7.6	<0.0201	<0.0201	<0.0201	<0.0201	<0.0201	<0.0201	<0.0201	<0.0201	<0.0201	<0.0201	<0.0201	<0.0201	<0.0201	<0.0201	<0.0201	<0.0201
S-10	29-Jun-15	5-6	3.7	<0.0203	<0.0203	<0.0203	<0.0203	<0.0203	<0.0203	<0.0203	<0.0203	<0.0203	<0.0203	<0.0203	<0.0203	<0.0203	<0.0203	<0.0203	<0.0203
S-11	29-Jun-15	5-6	11.4	<0.0194	<0.0194	<0.0194	<0.0194	<0.0194	<0.0194	<0.0194	<0.0194	<0.0194	<0.0194	<0.0194	<0.0194	<0.0194	<0.0194	<0.0194	<0.0194
S-12	29-Jun-15	5-6	241.7	<0.0196	<0.0196	<0.0196	<0.0196	<0.0196	<0.0196	<0.0196	<0.0196	<0.0196	<0.0196	<0.0196	<0.0196	<0.0196	0.235	<0.0196	<0.0196
F-13	29-Jun-15	12	2.9	<0.0199	<0.0199	<0.0199	0.0493	0.057	0.056	0.0299	0.0734	0.0747	<0.0199	0.169	<0.0199	0.0282	<0.0199	0.0699	0.133
S-13	29-Jun-15	5-6	64.5	<0.0399	<0.0399	<0.0399	<0.0399	<0.0399	<0.0399	<0.0399	<0.0399	<0.0399	<0.0399	<0.0399	<0.0399	<0.0399	0.77	<0.0399	<0.0399
S-14	29-Jun-15	5-6	5.6	<0.0198	<0.0198	<0.0198	<0.0198	<0.0198	<0.0198	<0.0198	<0.0198	<0.0198	<0.0198	<0.0198	<0.0198	<0.0198	<0.0198	<0.0198	<0.0198
F-14	29-Jun-15	10-11	1.7	<0.0197	<0.0197	<0.0197	<0.0197	<0.0197	<0.0197	<0.0197	<0.0197	<0.0197	<0.0197	<0.0197	<0.0197	<0.0197	<0.0197	<0.0197	<0.0197
F-15	30-Jun-15	9-10	2.8	<0.0192	<0.0192	<0.0192	<0.0192	<0.0192	<0.0192	<0.0192	<0.0192	<0.0192	<0.0192	<0.0192	<0.0192	<0.0192	<0.0192	<0.0192	<0.0192
S-15	30-Jun-15	5-6	2.7	<0.0189	<0.0189	<0.0189	<0.0189	<0.0189	<0.0189	<0.0189	<0.0189	<0.0189	<0.0189	<0.0189	<0.0189	<0.0189	<0.0189	<0.0189	<0.0189
S-16	30-Jun-15	5-6	3.7	<0.0201	<0.0201	<0.0201	<0.0201	<0.0201	<0.0201	<0.0201	<0.0201	<0.0201	<0.0201	<0.0201	<0.0201	<0.0201	0.152	<0.0201	<0.0201

Notes:

- 1) SCGIER = soil component of the groundwater ingestion exposure route; PID = photoionization detector; COCs = constituents of concern
- 2) bls = below land surface; mg/kg = milligrams per kilogram; ppm = parts per million
- 3) <0.065 = concentration less than the laboratory reporting limit
- 4) — = no toxicity criteria available for the route of exposure
- 5) Bold = a concentration detected above the Tier 1 soil remediation objective(s) established in 35 Illinois Administrative Code Part 742
- 6) All soil samples were analyzed for polynuclear aromatic hydrocarbons (PAHs) using United States Environmental Protection Agency Method 8270.
- 7) Shading = soil sample was excavated

TABLE 3

Groundwater Analytical Results - BTEX/MTBE

The Corner Garage
 233 W. Washington Street
 Round Lake, Lake County, Illinois 60073

Tier 1 Exposure Routes					COCs and Tier 1 Groundwater Remediation Objectives				
					Benzene (mg/L)	Toluene (mg/L)	Ethylbenzene (mg/L)	Total Xylenes (mg/L)	MTBE (mg/L)
GCGIER - Class I Groundwater					0.005	1	0.7	10	0.07
GCGIER - Class II Groundwater					0.025	2.5	1	10	0.07
Indoor Inhalation - Diffusion Only - Residential					0.41	530	1.3	96	30,000
Indoor Inhalation - Diffusion Only - Industrial/Commercial					2.6	530	8.1	110	51,000
Indoor Inhalation - Diffusion and Advection - Residential					0.11	530	0.37	30	1,900
Indoor Inhalation - Diffusion and Advection - Industrial/Commercial					0.41	530	1.4	93	6,800
Sample ID	Date Sampled	Reference Elevation (feet)	Static Depth to Water (feet below TOC)	Groundwater Elevation (feet)					
MW-1	9-May-14	94.60	9.75	84.85	<0.0004	<0.00039	<0.00039	<0.0012	0.0092
MW-2	9-May-14	94.80	DRY	DRY	Not Sampled				
MW-2	6-Jun-14	94.80	17.85	76.95	0.001	<0.001	<0.001	<0.003	<0.001
MW-3	9-May-14	95.32	7.80	87.52	<0.0004	<0.00039	<0.00039	<0.0012	0.00083J
MW-4	9-May-14	95.71	3.44	92.27	<0.0004	<0.00039	<0.00039	<0.0012	0.0041
MW-5	9-May-14	97.54	9.52	88.02	<0.0004	<0.00039	<0.00039	<0.0012	<0.00048
MW-6	9-May-14	95.25	8.21	87.04	<0.0004	<0.00039	<0.00039	<0.0012	<0.00048
MW-7	28-Jul-14	94.01	24.72	69.29					
MW-7	4-Aug-14	94.01	23.88	70.13	<0.001	<0.001	<0.001	<0.003	<0.001
MW-8	28-Jul-14	95.12	NG	NA					
MW-8	4-Aug-14	95.12	3.65	91.47	<0.001	<0.001	<0.001	<0.003	0.0133

Notes:

- 1) GCGIER = groundwater component of the groundwater ingestion exposure route
- 2) mg/L = milligrams per Liter; TOC = top-of-casing
- 3) <0.005 = concentration less than the laboratory reporting limit
- 4) COCs = constituents of concern
- 5) **Bold** indicates a concentration above the Tier 1 groundwater remediation objective(s) established in 35 Illinois Administrative Code Part 742
- 6) All groundwater samples were analyzed for benzene, toluene, ethylbenzene, and total xylenes using United States Environmental Protection Agency Method 8021B
- 7) The method of analysis for the lead samples was not available at the time this report was written
- 8) Shading = not applicable
- 9) Groundwater elevations are relative to a site specific datum of 100 feet

TABLE 4

Groundwater Analytical Results - PAH

Corner Garage
233 W. Washington Street
Round Lake, Lake County, Illinois

Tier 1 Exposure Routes		COCs and Tier 1 Groundwater Remediation Objectives															
		Acenaphthene (mg/L)	Acenaphthylene (mg/L)	Anthracene (mg/L)	Benzo (a) anthracene (mg/L)	Benzo (a) pyrene (mg/L)	Benzo (b) fluoranthene (mg/L)	Benzo (g,h,i) perylene (mg/L)	Benzo (k) fluoranthene (mg/L)	Chrysene (mg/L)	Dibenzo (a,h) anthracene (mg/L)	Fluoranthene (mg/L)	Fluorene (mg/L)	Indeno (1,2,3-cd) pyrene (mg/L)	Naphthalene (mg/L)	Phenanthrene (mg/L)	Pyrene (mg/L)
GCGIER - Class I Groundwater		0.42	0.21	2.1	0.00013	0.0002	0.00018	0.21	0.00017	0.0015	0.0003	0.28	0.28	0.00043	0.14	0.21	0.21
GCGIER - Class II Groundwater		2.1	1.05	10.5	0.00065	0.002	0.0009	1.05	0.00085	0.0075	0.0015	1.4	1.4	0.00215	0.22	1.05	1.05
Indoor Inhalation - Diffusion Only - Residential		-	-	-	-	-	-	-	-	-	-	-	-	-	1.8	-	-
Indoor Inhalation - Diffusion Only - Industrial/Commercial		-	-	-	-	-	-	-	-	-	-	-	-	-	13	-	-
Indoor Inhalation - Diffusion and Advection - Residential		-	-	-	-	-	-	-	-	-	-	-	-	0.078	-	-	-
Indoor Inhalation - Diffusion and Advection - Industrial/Commercial		-	-	-	-	-	-	-	-	-	-	-	-	0.32	-	-	-
Sample ID	Date Sampled																
MW-1	9-May-14	0.00022J	<0.000097	0.00041J	0.00021	0.00026	0.0003	0.00022	0.00025	0.00033	0.00056J	0.00078	0.00024J	0.00017	0.00015	0.00035	0.00057
MW-2	9-May-14	Not Sampled - Well Was Dry															
MW-2	6-Jun-14	<0.000045	<0.000045	<0.000045	<0.000045	<0.000045	<0.000045	<0.000045	<0.000045	<0.000045	<0.000045	<0.000045	<0.000045	<0.000045	<0.000045	<0.000045	0.000057
MW-3	9-May-14	0.000077J	<0.000046	0.000059J	0.000083J	0.00008J	0.00011J	0.00014J	0.000068J	0.00023J	<0.00013	0.00045J	0.000066J	<0.00012	0.00011J	0.000045	0.000035J
MW-4	9-May-14	<0.000051	<0.000046	<0.000052	0.000066J	0.000067J	0.000086J	<0.00012	0.000071J	0.00012J	<0.00013	0.0004J	0.000067J	<0.00012	<0.000094	0.000033J	0.000028J
MW-5	9-May-14	0.000077J	<0.000046	0.000025J	0.00011	0.00009	0.000091	0.000069	0.000076	0.00014	0.00017J	0.00036	0.00008J	0.000049	0.000032J	0.00015	0.00028
MW-6	9-May-14	<0.000053	<0.000046	<0.000054	<0.00005	<0.000037	<0.000064	<0.00013	<0.000045	<0.00008	<0.00014	0.000066J	<0.000054	<0.00013	0.00001J	0.000099J	0.000097J
MW-7	4-Aug-14	<0.000045	<0.000045	<0.000045	<0.000045	0.000048	0.000062	0.000053	0.000054	0.000064	<0.000045	0.00013	<0.000045	<0.000045	<0.000045	0.000065	0.0001
MW-8	4-Aug-14	<0.000045	<0.000045	<0.000045	<0.000045	<0.000045	<0.000045	<0.000045	<0.000045	<0.000045	<0.000045	<0.000045	<0.000045	<0.000045	<0.000045	<0.000045	<0.000045

- Notes:
 1) GCGIER = groundwater component of the groundwater ingestion exposure route; COCs = constituents of concern
 2) mg/L = milligrams per liter
 3) <0.005 = concentration less than the laboratory reporting limit
 4) All groundwater samples were analyzed for polynuclear aromatic hydrocarbons (PAHs) using United States Environmental Protection Agency Method 8270C-SIM
 5) Bold = a concentration detected above Tier 1 groundwater remediation objective(s) established in 35 Illinois Administrative Code Part 742

EXHIBIT 1

**LIST AND MAP OF PROPERTIES SUBJECT TO
VILLAGE OF ROUND LAKE GROUNDWATER ORDINANCE**

#	Description	Address	PIN	Owner	Mailing Information (If Different)
1	Site	233 West Washington Street	06-20-417-001	Lucinda & Lawrence Surleta	36938 N IL Route 83, Lake Villa, IL 60046-9689
2	Residential Property	521 Cedar Crest Court	06-20-417-006	Raul Perez	521 Cedar Crest Court, Round Lake, IL 60073-3342

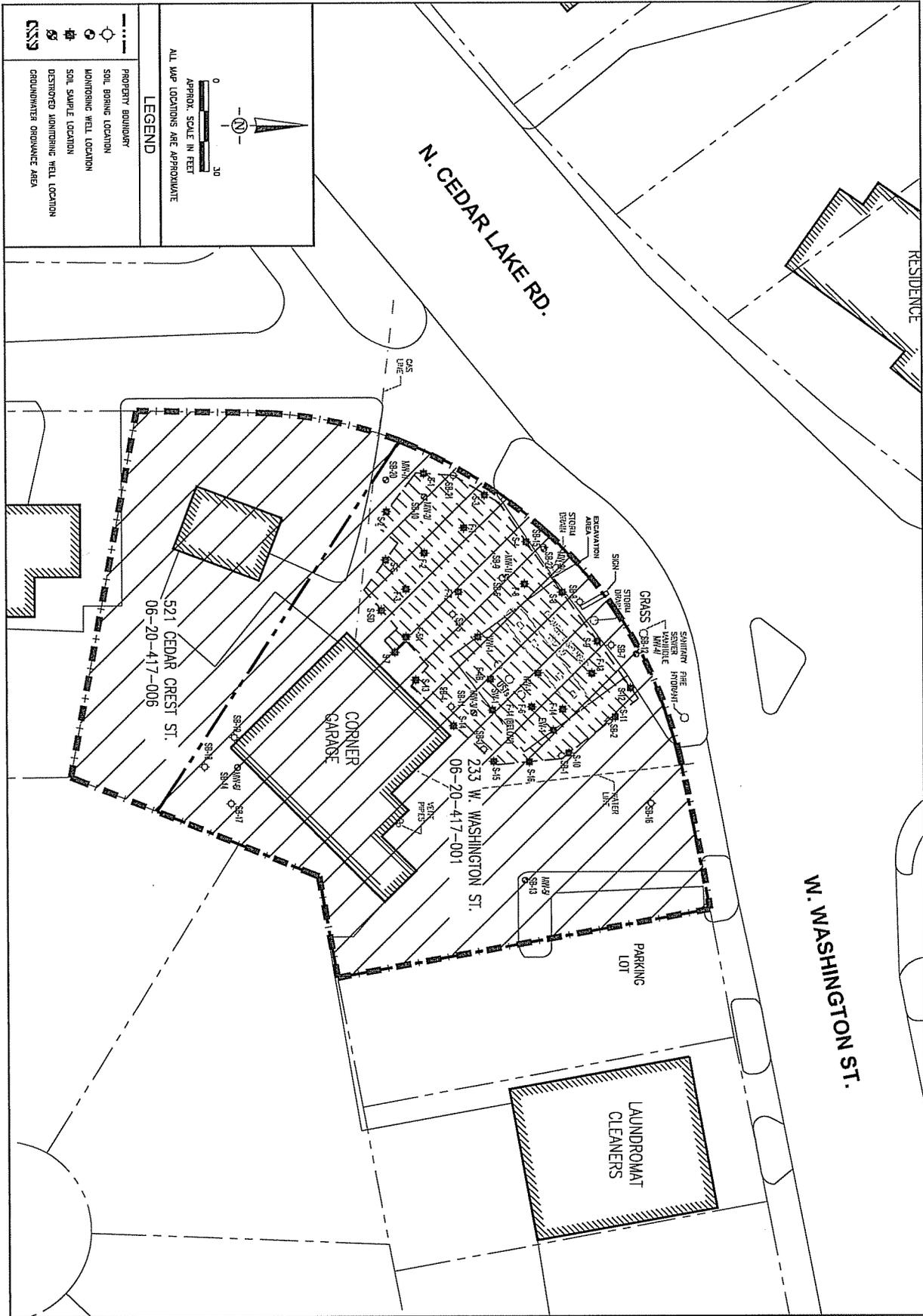


EXHIBIT 1	DRAWN BY:	SAA
	APPROVED BY:	KTM
	SCALE:	1" = 30'
	DATE:	2/23/2016
	DRAWING FILE:	MD13-157

GROUNDWATER ORDINANCE MAP
 233 WEST WASHINGTON STREET
 ROUND LAKE, ILLINOIS 60073

Corner Garage
 233 Washington Street
 Round Lake, IL 60073

TriCore Environmental, LLC
 2368 Corporate Lane, Suite 116
 Naperville, IL 60563
 (630) 520-9973

ATTACHMENT A
NO FURTHER REMEDIATION LETTER



February 23, 2016

**VIA USPS PRIORITY MAIL
WITH SIGNATURE CONFIRMATION**

**Mr. Larry Surlata
233 West Washington Street
Round Lake, IL 60073**

RE: Groundwater Ordinance Notification
The Corner Garage
233 West Washington Street
Round Lake, IL 60073

To Mr. Surlata:

The Corner Garage is performing an environmental response action at 233 West Washington Street in Round Lake, IL. The response action is being performed as a result of a petroleum release from the above referenced property. The response action consisted of performing soil and groundwater investigation activities, and utilizing Tier 2 remediation objectives and institutional controls pursuant to 35 Illinois Administrative Code (IAC) Part 742.

To protect human health, the Illinois regulations require that The Corner Garage either cleanup the groundwater contamination or demonstrate that the groundwater in the area of the release will not be used as potable water. (Groundwater is the water beneath the ground stored in pores of the soil and rock; some communities and homeowners pump this water out of wells to supply potable water. Potable means fit for human consumption including drinking, bathing, preparing food, washing dishes, and so forth.)

The Village of Round Lake has an ordinance that strictly prohibits the human and domestic consumption of the groundwater beneath your property. Under the Illinois regulations, a local ordinance that effectively prohibits the installation and use of potable water supply wells may be used as an institutional control to allow contamination above the groundwater ingestion remediation objectives to remain in the groundwater (35 IAC Part 742.1015). (An institutional control is a legal mechanism for imposing a restriction on land use.) The Illinois Environmental Protection Agency (IEPA) has determined that the ordinance adopted by the Village of Round Lake meets the regulatory requirements for use as an institutional control. The Corner Garage has requested and has been granted approval from the IEPA to use the groundwater ordinance as an institutional control.

Your property located at 233 West Washington Street in Round Lake with the following property index number(s): **06-20-417-001** is included in the area affected by the ordinance. This means that you cannot install or use a private, potable water well on your property. Based on the remediation

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TRICOREWEB.COM

February 23, 2016

objectives established in reliance on this ordinance, groundwater beneath your property may not be suitable for human or domestic consumption. The Illinois regulations require that you be notified of these facts.

The ordinance is identified as Municipal Code of Round Lake Sections _____ and _____ as amended by Ordinance No. _____. If you wish to obtain a copy of the ordinance, please contact the Village of Round Lake at the address listed below.

Village of Round Lake
442 N. Cedar Lake Road
Round Lake, Illinois 60073
(847) 546-5400

To learn more about the above referenced site, please contact either the IEPA or TriCore Environmental, LLC at the numbers listed below.

Scott Rothering
Illinois Environmental Protection Agency
Bureau of Land #24
Leaking Underground Storage Tank Section
1021 North Grand Avenue East
P.O. Box 19276
Springfield, Illinois 62794-9276
(217) 785-1858

TriCore Environmental, LLC
2368 Corporate Lane, Suite 116
Naperville, Illinois 60563
(630) 520-9973

You may also obtain a copy of the complete IEPA file on the above referenced site. To do so, you will need to submit a written request with your signature to the following address and reference the file heading shown below on the right

Freedom of Information Act (FOIA) Officer
Illinois Environmental Protection Agency
Bureau of Land
1021 North Grand Avenue East
P.O. Box 19276
Springfield, Illinois 62794-9276

LPC No. 0971505052 – Lake County
Round Lake/Larry Surlita (Corner Garage)
233 West Washington Street
IEMA Incident No. 20131025/20150671

FOIA requests may also be requested through the IEPA's Web page www.epa.state.il.us/foia.

Sincerely,

Kim T. Miller, P.E.
Senior Project Manager

Shawn Rodeck, P.E.
President

Attachments



February 23, 2016

**VIA USPS PRIORITY MAIL
WITH SIGNATURE CONFIRMATION**

**Mr. Raul Perez
521 Cedar Crest Court
Round Lake, IL 60073**

RE: Groundwater Ordinance Notification
The Corner Garage
233 West Washington Street
Round Lake, IL 60073

To Mr. Perez:

The Corner Garage is performing an environmental response action at 233 West Washington Street in Round Lake, IL. The response action is being performed as a result of a petroleum release from the above referenced property. The response action consisted of performing soil and groundwater investigation activities, and utilizing Tier 2 remediation objectives and institutional controls pursuant to 35 Illinois Administrative Code (IAC) Part 742.

To protect human health, the Illinois regulations require that The Corner Garage either cleanup the groundwater contamination or demonstrate that the groundwater in the area of the release will not be used as potable water. (Groundwater is the water beneath the ground stored in pores of the soil and rock; some communities and homeowners pump this water out of wells to supply potable water. Potable means fit for human consumption including drinking, bathing, preparing food, washing dishes, and so forth.)

The Village of Round Lake has an ordinance that strictly prohibits the human and domestic consumption of the groundwater beneath your property. Under the Illinois regulations, a local ordinance that effectively prohibits the installation and use of potable water supply wells may be used as an institutional control to allow contamination above the groundwater ingestion remediation objectives to remain in the groundwater (35 IAC Part 742.1015). (An institutional control is a legal mechanism for imposing a restriction on land use.) The Illinois Environmental Protection Agency (IEPA) has determined that the ordinance adopted by the Village of Round Lake meets the regulatory requirements for use as an institutional control. The Corner Garage has requested and has been granted approval from the IEPA to use the groundwater ordinance as an institutional control.

Your property located at 521 Cedar Crest Court in Round Lake with the following property index number(s): **06-20-417-006** is included in the area affected by the ordinance. This means that you cannot install or use a private, potable water well on your property. Based on the remediation

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TELEPHONE: (630) 520-9973 • FACSIMILE: (630) 520-9976
TRICOREWEB.COM

February 23, 2016

objectives established in reliance on this ordinance, groundwater beneath your property may not be suitable for human or domestic consumption. The Illinois regulations require that you be notified of these facts.

The ordinance is identified as Municipal Code of Round Lake Sections _____ and _____ as amended by Ordinance No. _____. If you wish to obtain a copy of the ordinance, please contact the Village of Round Lake at the address listed below.

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LPC No. 0971505052 – Lake County
Round Lake/Larry Surlata (Corner Garage)
233 West Washington Street
IEMA Incident No. 20131025/20150671

FOIA requests may also be requested through the IEPA's Web page www.epa.state.il.us/foia.

Sincerely,

Kim T. Miller, P.E.
Senior Project Manager

Shawn Rodeck, P.E.
President

Attachments

cc: Mr. Larry Surlata, The Corner Garage, 233 W. Washington St., Round Lake, IL 60073