

Village of Libertyville
Board of Trustees
Meeting of the
Parks and Recreation Committee
118 W. Cook Avenue
November 6, 2012
7:00 pm
Agenda

1. Approval of Minutes from the October 2, 2012 Meeting
2. Libertyville Golf Course Review of Options
3. 2013 Libertyville Days Request
4. Floodplain Compensation Request
5. Park Operations
6. Integrity Physical Therapy
7. Other Updates/Follow-up
 - A) EAB (Memo Attached)
 - B) ADA Swimming Pool (Memo Attached)
 - C) Downtown Sidewalk Cleaning (Memo Attached)
 - D) Libertyville Recreation and Sports Complex Events Schedule
 - E) Marketing and Publicity
 - F) Lease Agreements with Sports Organizations (Verbal Update)
 - G) Other
8. Adjournment

Any individual who would like to attend this meeting but because of a disability needs some accommodation to participate should contact the ADA Coordinator at 118 West Cook Ave, Libertyville.

VILLAGE OF LIBERTYVILLE

Parks and Recreation Committee

Minutes

Tuesday, October 2, 2012

Meeting called to order at 7:00 pm on Tuesday, October 2, 2012 by Chairman Drew Cullum. Those in attendance included Chairman Drew Cullum, Trustee Todd Gaines and Trustee Rich Moras. Recreation and Sports Complex staff in attendance included Director Connie Kowal, Parks Superintendent Jim Barlow, Business Manager Pam Bryant, Recreation Manager Julie Ludwig, and Recreation Supervisor Gina Brown. Also in attendance included Mayor Terry Weppler, Village Administrator Kevin Bowens, Director of Public Works John Heinz, Finance Director Patricia Wesolowski and Assistant Village Administrator Kelly Amidei.

1) Minutes of the Parks and Recreation Committee

Chairman Drew Cullum moved to approve the minutes from the September 4, 2012 meeting, seconded by Trustee Todd Gaines. Motion approved.

2) Libertyville Golf Course Review of Options

Blair Subry of BCS Golf Group, LLC discussed his proposal to convert the Libertyville Golf Course into a short game course retrofitted with turf greens. Mayor Weppler asked the approximate cost per game. Representative explained that the cost should be comparable to the cost of a movie theatre visit. BCS Golf Group, LLC will submit a formal proposal for the Libertyville Golf Course for Administrative to review.

3) Park Operations

Director Heinz discussed the Park Operations packet submitted to the Parks and Recreation Committee. An updated Exhibit D was submitted to the Committee. The Committee requested that the Parks Division and Public Works Department report back on the tasks that can stay in house and any tasks that can possibly outsourced.

4) Summer Day Camp Report 2012

Recreation Manager Julie Ludwig discussed the 2012 day camp season. Julie noted that day camp staff did an excellent job this season with adjusting to the extreme heat throughout the summer. Mayor Weppler asked if the camp was declined entry to the pool. Julie Ludwig and Gina Brown confirmed that camp was not denied entry to the pool. Trustee Moras asked the safety at the pool during camp visits and staff confirmed that pool staff is prepared for day camp visitors and the pool is very safe. Revenues increased for the 2012 season. The Committee thanked Julie Ludwig for a successful camp season.

5) Other Updates/Follow-up

A) Lease Agreements with Sports Groups

Director Kowal is working with Sport Groups on an agreement.

B) EAB

Staff is finalizing the tree planting orders and was ready to plant the trees before the winter.

C) ADA Swimming Pool

Staff will install the ADA railings this fall.

D) Libertyville Recreation and Sports Complex Events Schedule

Director Kowal distributed the Halloween Fest flyer.

E) Marketing and Publicity

No further discussion.

F) Other

Aloha Falls Liquor License: A liquor license application from Aloha Falls was submitted and the Administration has requested staff input regarding their request. Mayor Wepler noted that he saw no issue with their request.

Downtown Sidewalks: There is a large amount of gum on the Village sidewalks downtown. It was requested that staff remove the gum.

Motion to adjourn by Chairman Drew Cullum, seconded by Trustee Gaines. Meeting adjourned at 9:14 p.m.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gina Brown".

Gina Brown, Recreation Supervisor
Recreation and Sports Complex Department
Village of Libertyville

Memorandum

To: Chairman Drew Cullum and Members of the Parks and Recreation Committee

From: Connie Kowal, Director of Recreation and Sports Complex

Date: October 31, 2012

Subject: Libertyville Golf Course Review of Options

Since our last Committee meeting on October 2, there has been ongoing dialogue with Blair Subry of BCS Golf Inc. as to his interest in operating our Libertyville Golf Course, as well as creating a Short Game Academy and an indoor Putting Studio. Mr. Subry has met with Public Works Director John Heinz and his staff as to the details, procedures and permits that may be required for any topographical changes to the Golf Course from outside governmental agencies, besides out internal requirements and approvals. This is an important area for Mr. Subry and his group to address while we discuss Lease terms.

Key areas of Lease terms have been discussed internally with various Department Heads. Village Attorney David Pardys has prepared a draft of a Lease (see attached) to be presented to Mr. Subry for his consideration. Mr. Subry will be in attendance to discuss the draft lease agreement and time frame for moving forward.

COMMERCIAL LEASE

This Lease is entered into by and between Village of Libertyville, a municipal corporation, with an address of 118 W. Cook Avenue, Libertyville, Illinois 60048 ("LandlordVillage"), and ~~Aloha Falls, LLC~~ ABC Golf Group, LLC, an Illinois ~~Delaware~~ Limited Liability Company with an address of 2318 Trailside Lane, Wauconda, IL 60084 2545 W. Catalpa Avenue, #5C, Chicago, IL 60625 ("Tenant"). In consideration of the mutual covenants contained herein and other valuable consideration received, and with the intent to be legally bound, Landlord and Tenant agree as follows:

WHEREAS, the Village has owned and operated the Libertyville Golf Course at Riverside Park at 870 Country Club Drive since _____ (hereinafter, "the Golf Course"); and

WHEREAS, the Golf Course has provided recreational activity for members of the public, including residents of the Village of Libertyville; and

WHEREAS, the President and Board of Trustees of the Village of Libertyville have found and determined that continued maintenance and operation of the Golf Course could be accomplished in a more economical manner by allowing the Tenant to lease the Golf Course from the Village and to make certain improvements to the Golf Course in order to operate a golf course for public use and improve the golfing experience of members of the public.

NOW, THEREFORE, In consideration of the mutual covenants contained herein and other valuable consideration received, and with the intent to be legally bound, Village and Tenant agree as follows:

PREMISES. ~~LandlordVillage~~ hereby leases to Tenant, and Tenant hereby leases from ~~LandlordVillage~~, the following premises:

The at portion of the Golf Course, as identified Village of Libertyville Family Entertainment Center Complex located at 1800 N. U.S. Highway 45, Libertyville, IL, and identified as "Area B" on Exhibit A as well as that portion of the North Building located at the Golf Course and identified on Exhibit B, attached hereto and incorporated herein, consisting of approximately 231,191 square feet, plus the building denoted as the "clubhouse" immediately adjacent to "Area B", plus 99 parking spaces identified as "Parking" on Exhibit A, Hereinafter collectively referred to as (the "the Premises").

ADDITIONAL STORAGE. The Village may, from time to time and in its sole discretion, make storage available to Tenant for equipment within the maintenance building located on the south end of Riverside Park. The Village reserves the right to require the removal of any items stored in the maintenance building and Tenant shall remove same within forty-eight hours of demand by the Village.

PARKING. Parking shall be available for the Tenant and its employees and customers in the parking lot depicted in Exhibit A, subject to availability of other uses, including the patrons and employees of the Riverside Pool. Subject to Village approval based upon conditions, shared overflow parking may be available in the grass area depicted in Exhibit A

TERM. The term of this Lease will commence on May 1, 2013 (the "Commencement Date") and will terminate on April 30, 2015. This Lease may also terminate sooner according to the provisions hereof.

OPTION. Not less than 180 days prior to the end of the Term of this Lease, Tenant may exercise an option to renew the Lease for an additional ten (10) year term ("Option Term") subject to an increase in the Rent, as set forth herein.

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RENT. Rent shall be ~~made in annual installments payable, payable in full~~ made in advance on the Commencement Date and on each annual anniversary of the Commencement Date throughout the term of the Lease, first day of each month during the Lease term, commencing on the Commencement Date. Rent payable under the Lease shall be as follows:

Rent During Term: \$20,000, annually, May 1, 2012-April 30, 2013

Rent During Option Term: \$25,000-\$3,500 monthly, annually
May 1, 2013-April 30, 2014 \$4,000 monthly
May 1, 2014-April 30, 2015 \$5,000 monthly

ADDITIONAL RENT: In addition to the Rent due and payable, as set forth above, the Tenant shall also pay to the Village an amount equal to 15% of all gross revenues received by the Tenant for the operation of the Golf Course [NOTE-WE NEED CLARIFICATION AS TO WHETHER THIS WILL INCLUDE OTHER OPERATIONS AT THE COURSE, INCLUDING THE SHORT GAME ACADEMY]. Said additional rent shall be payable to the Village within thirty (30) days of the conclusion of each year in which this Lease is in effect. Each payment of Additional Rent shall be accompanied by an accounting reflecting the gross receipts of the Tenant for the operation of the Golf Course. Tenant shall provide the Village with timely and reasonable access to Tenant's books and records in order to allow the Village the opportunity to determine the accuracy of the Additional Rent and the accounting provided therewith.

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COMMON AREA MAINTENANCE (CAM): In addition to the Rent, as provided, above, Tenant shall pay at the same time as the Rent payment \$1,550 monthly, for common area maintenance (CAM). CAM shall include use of a Village dumpster at the Libertyville Sports Complex, and snow plowing as well as maintenance of the lawn along internal road, parking lot lighting, parking lot and maintenance of the HVAC emergency alarm and sprinkler system servicing the building located upon the Premises. A 5% annual increase in the monthly CAM payments shall be applied effective each May 1st during the Lease Term. In the event CAM expenditures incurred by the Landlord during a Lease Year (as hereinafter defined) exceed the CAM amount paid during such Lease year by an amount in excess of \$500, (as determined within 60 days following the end of the Lease year), the Lessee will be billed accordingly (for any amount over \$500) and shall remit payment to the Landlord within thirty (30) days of such bill. Similarly, if CAM expenditures, during a Lease Year are more than \$500.00 less than the amount billed and collected during such Lease Year (hereinafter, the "Excess CAM Payments"), Landlord shall refund to Lessee the Excess CAM Payments within 60 days of the end of the Lease Year in which such Excess CAM Payments were made. For purposes of this Lease, a Lease Year shall be from May 1st through April 30th.

SECURITY DEPOSIT. Upon the execution of this Lease, Tenant shall pay to LandlordVillage a security deposit in the amount of ~~of~~ \$3,500 to be held as security for the payment of rent and the faithful performance by Tenant of all of its obligations in this Lease. The security deposit may be used to reimburse LandlordVillage for all costs and expenses incurred due to Tenant's breach of any covenant, term or condition of this Lease, including but not limited to Tenant's failure to pay any taxes assessed against the LandlordVillage's property allocable to the Tenant's occupancy of the Premises. LandlordVillage may use the security deposit to repair any damage to the Premises caused by Tenant or others, and to clean the Premises upon termination of this Lease. Should any amount be so used, Tenant agrees to restore the security deposit to its original amount. The security deposit shall be held and applied as provided by the laws of Illinois. The security deposit may not be applied by Tenant to the payment of rent. If Tenant fully performs its obligations hereunder, the security deposit, or balance, shall promptly be returned to Tenant after the termination of this Lease.

UTILITIES. Tenant shall be responsible for the payment of all utilities servicing the Premises, including but not limited to water, electricity and natural gas. LandlordVillage shall not be liable for any loss or expense incurred by Tenant by reason of the interruption or failure of any utility or service if due to any cause beyond LandlordVillage's control. LandlordVillage certifies that there are no outstanding balances due with respect to any of the utilities servicing the Premises and that it shall not hold the Tenant responsible for payment of utilities used before the Commencement Date.

LATE CHARGES. If Tenant fails to pay any installment of rent or any other amount due hereunder within ten (10) days of the date the same is due, Tenant shall pay LandlordVillage a late payment charge equal to five percent (5%) of the overdue amounts

USE. Tenant shall use the Premises solely for the purpose of operating a golf course. The Golf Course shall be open to the public, weather permitting, during the months of _____ through _____ miniature golf facility 7 days a week and approximately 12 hours per day, including the use of the building located on the Premises for parties relating to miniature golf activities including food service. Tenant may not use the Premises for the operation of batting cages nor for any other purpose without obtaining the prior written consent of Landlord. Tenant may also utilize that portion of the Premises, identified in Exhibits A and B for the operation of Tenant's Short Game Academy.

FEES FOR GOLF- RESIDENT/NON-RESIDENT. During the term of this Lease, the fee for playing nine-holes of golf at the Golf Course ("the Golf Fee") shall be \$ _____ for residents of the Village of Libertyville and \$ _____ for non-residents. The Village and the Tenant shall meet to review the Golf Fee each year and determine whether an increase in the Golf Fee is appropriate for the following year of the Lease Term. No increase of the Golf Fee shall be charged by the Tenant, without the approval of the Village.

REAL ESTATE TAXES. It is understood by the parties to this Agreement that the Premises Libertyville Family Entertainment Center, arc as a municipally owned facility, and arc is exempt from real estate taxes and assessments, general and special. It is also understood that this tax exempt status may be lost with respect to that portion of the facility which may be devoted to a private as opposed to a public use. As further consideration for the lease of the Premises, Tenant agrees to and with the LandlordVillage that the Tenant will pay as additional rent (in addition to the rents above specified), its allocable share (based on its usage and the determination of the Lake County Assessor), of all real estate taxes and assessments, general and special, whatsoever, levied or assessed which shall become due with respect to the Premises as a result of the private use by the Tenant of the Premises, or any part thereof. All of such real estate taxes, assessments and other impositions shall be paid to the LandlordVillage within thirty days of receipt of invoice from LandlordVillage, unless separately billed by the taxing authority in which case all tax bills issued in connection with the demised Premises shall be paid by Tenant, when due, directly to the Lake County Collector. Failure of the Tenant to pay such tax bills, when due, shall constitute a material breach of this Agreement.

PERSONAL PROPERTY TAXES. Tenant shall pay and discharge when due all taxes, assessments and other governmental charges, if any, levied on or attributable to personal property of Tenant located upon the Premises, or Tenant's use of the Premises.

IMPROVEMENTS TO BE MADE BY TENANT AND MAINTENANCE AND CONDITION OF PREMISES. Tenant agrees to accept the Premises in an "as-is" condition. ~~Prior to June 1, 2012 Not later than _____~~ the Tenant shall install, at Tenant's sole cost, artificial turf suitable for golf course usage and subject to the approval of the Village at tee and green areas, as well as putting areas and such areas of the Premises, as may be approved by the Village for the operation of Tenant's Short Game Academy ("the Improvements"). The tenant shall at all times maintain the Golf Course and the Improvements in a first rate condition at Tenant's sole cost, including but not limited to the mowing, seeding, fertilizing and _____ of the Golf Course and necessary replacement of turf or the Improvements ("Ground Maintenance") within the "Maintenance Area" designated in Exhibit A. The Landlord shall perform in a good and workmanlike manner the following: 1) repair toilet valves and replace faucets within the building located on the Premises; 2) remove party room sink and drinking fountain; 3) perform minor water line repairs; 4) replace broken lights and emergency lights; 5) fire test and make any necessary repairs to the fire alarm servicing the Premises; 6) repair and prime any drywall damage which exists within the building located on the Premises as of the date of the execution of this Lease. Landlord shall maintain in good repair, the heating and ventilating system (exclusive of the air conditioning system), fire sprinkler system and alarm system which services the building located on the Premises. Tenant acknowledges that it has examined the Premises and fixtures, equipment and personal property as of the Commencement Date and that they are in acceptable condition and repair. Tenant shall keep the Premises in as good order and repair as they were at the commencement of this Lease, ordinary wear and tear accepted. The Tenant shall be responsible for janitorial maintenance of the building located on the Premises and shall be responsible for transferring all trash from such building to Village dumpsters. Tenant shall also be responsible for landscaping of the miniature golf course and grass/trees within Area "B" identified on Exhibit A, attached hereto, attached hereto and the installation/maintenance of water features and sprinklers (condition of current system unknown), all miniature golf course improvements and repair and maintenance and improvements to the interior of building. Tenant will pay for all damage to the Premises and repairs required caused by Tenant, its employees, agents and customers and which are not the result of any negligent or intentional act or omission by the Landlord, its employees, agents or customers.

INITIAL IMPROVEMENTS. Tenant intends to make certain improvements to the current miniature golf course located on the Premises as well as the building located on the Premises (hereinafter, the Initial Improvements). All Initial Improvements made by the Tenant shall be at the sole cost of the Tenant and Tenant and shall be subject to the prior written approval of the LandlordVillage. Tenant shall provide to LandlordVillage plans and specifications for such Initial Improvements. No work in connection with such Initial Improvements shall be performed prior to LandlordVillage's approval of the plans and specifications relating to such Initial Improvements. It is understood and agreed that in addition to obtaining the LandlordVillage's approval of plans and specifications, the Tenant must also obtain all necessary inspections, permits and approvals which may be required for the construction of the Initial Improvements and occupancy of the Premises from all applicable federal, state and local

governmental bodies, including but not limited to the Village of Libertyville and shall be solely responsible for all applicable fees in connection with said inspections, permits and approvals. The [LandlordVillage](#)'s approval of such plans specifications and costs in its capacity as a property owner does not obviate the need for the Tenant to seek such additional inspections, permits and approvals. All work performed in connection with the ~~Initial~~ Improvements shall be performed by qualified contractors and such contractors shall carry general comprehensive liability insurance, and worker's compensation insurance. All such policies of insurance shall carry limits of liability of not less than \$1,000,000 per occurrence, where applicable. Prior to the commencement of work by said contractors, Tenant shall supply to [LandlordVillage](#) certificates of insurance, which identify the [LandlordVillage](#) as an additional insured and certificate holder for each policy of insurance required of each contractor pursuant to this paragraph. If at any time during the construction of the ~~Initial~~ Improvements, such policies of insurance should lapse or be cancelled, work performed by such contractors holding such lapsed or cancelled insurance shall immediately stop and shall not continue until proof of reinstatement of such policies of insurance has been provided to the [LandlordVillage](#). All ~~Initial~~ Improvements and any improvements constructed or installed thereafter, shall, upon the election of the [LandlordVillage](#), remain on the Premises, except such readily detachable and removable Improvements which are not deemed fixtures (~~including, without limitation, ceiling lighting fixtures~~). Tenant shall provide the village of Libertyville evidence that all contractors and subcontractors have been paid for ~~initial~~ improvements as evidenced by paid invoices from contractors and subcontractors. Tenant shall not occupy the Premises until a certificate of occupancy has been issued by the Village of Libertyville and all costs related to such ~~Initial~~ Improvements ~~have been~~ have been paid as evidenced by a Sworn Contractor's Statement and waivers of liens from each contractor/subcontractor identified therein. The Village will respond in a timely fashion for all requests for inspections necessary for the issuance of a certificate of occupancy. The Village shall be responsible at its sole cost for the maintenance of trees on the Golf Course, except to the extent such trees are damaged by the activities of the Tenant. In the event of such damage, the Tenant shall be responsible for the replacement of such damaged trees.

ADDITIONAL IMPROVEMENTS. Following the completion of initial ~~Initial~~ Improvements, as specified in the preceding paragraph, Tenant shall not ~~make any additional paint or deface the Premises, or make any material alterations, additions or~~ improvements without on each occasion obtaining the prior written consent of [LandlordVillage](#), which consent shall not be unreasonably withheld. Signage and landscaping shall be in compliance with permits issued pursuant to Appearance Review Recommendation and Village Board Approval.

DISCHARGE OF LIENS. Tenant agrees to promptly pay its contractors and suppliers for all work performed and materials furnished to the Premises, if any. In the event any mechanic's or similar lien is filed on the Premises or building in which the Premises are located which is claimed to arise from Tenant's actions, Tenant shall, at its sole expense, discharge or bond against such lien within 10 days of notice from [LandlordVillage](#), unless such lien is being contested in good faith by Tenant and [LandlordVillage](#)'s interest in the Premises is not impaired during the pendency of such contest.

DELIVERY OF POSSESSION. If [LandlordVillage](#) is unable through no fault on its part to deliver possession of the Premises to Tenant on the Commencement Date, this Lease will continue in effect, but rent and other amounts will be prorated according to when possession is given to Tenant. The term of this Lease will not be extended by any such delay and Tenant's obligation to pay rent and any other amounts hereunder shall be suspended until possession is delivered. If [LandlordVillage](#) is unable to deliver possession within 30 days of the Commencement Date, Tenant may terminate this Lease and all payments made will be returned to Tenant and all obligations of the parties will cease. [LandlordVillage](#) will not be liable for any damages for such delay or failure to deliver, if delay is not the fault of the [LandlordVillage](#).

QUIET ENJOYMENT. By paying the rent and observing all the agreements, terms and conditions herein, Tenant shall peaceably and quietly have, hold and enjoy the Premises during the term of this Lease and any extension or renewal, subject to the provisions hereof.

LANDLORDVILLAGE'S ACCESS. [LandlordVillage](#) and its agents may enter the Premises at all reasonable times and upon twenty-four (24) hours notice to Tenant to conduct inspections, make necessary or desired repairs or improvements, or to show the same to prospective tenants, buyers or lenders. [LandlordVillage](#) shall make all reasonable efforts to avoid any entry upon the Premises, which will negatively affect the daily operations of the Tenant's business. [LandlordVillage](#) may also enter the Premises when the same appear to be abandoned after thirty (30) days and for the purpose of placing signs offering the Premises for sale or rent. In an emergency, and as permitted by law, [LandlordVillage](#) may enter the Premises without prior notice to Tenant.

COMPLIANCE WITH LAW. Tenant, at its sole expense, shall comply with all present and future laws, ordinances, regulations and requirements of any federal, state or local authority relating to Tenant's use of the Premises. Tenant shall not make or permit any waste on the Premises, or any nuisance or use, which might interfere with the enjoyment of other tenants or persons in the general area of the Premises. Tenant shall not commit or permit any act or use of the Premises which may increase the fire hazard or the cost of fire or other insurance on the building in which the Premises is located, or cause the cancellation of such insurance. Tenant shall pay any additional insurance premiums directly attributable to Tenant's use of the Premises. Tenant shall obtain, at its sole expense, any licenses or permits which may be required for Tenant's use of the Premises. LandlordVillage acknowledges that Tenant intends to use the Premises for the operation of a miniature golf facility, including the use of the building located on the Premises for parties relating to miniature golf activities, including food service.

ASSIGNMENT AND SUBLETTING. Tenant shall not assign, transfer or encumber this Lease, nor sublet all or any portion of the Premises, nor permit the occupation by others, without on each occasion obtaining the prior written consent of LandlordVillage. Consent of LandlordVillage on any one occasion shall not be deemed a waiver of the necessity for consent on any other occasion. Any attempt to assign or sublet without LandlordVillage's consent shall be void and shall entitle LandlordVillage, at its option, to terminate this Lease. Tenant may assign Lease to a parent, subsidiary, or other corporate entity which is directly affiliated with (that is, under common control with) the Tenant, with the LandlordVillage's consent, which consent shall not be unreasonably withheld, provided that the use of the Premises shall be limited to those uses defined in this Lease. In the event that the LandlordVillage approves the assignment or sublease and as a condition of such approval, Tenant shall pay a fee to the LandlordVillage of \$1,000.00 to defray the costs incurred by LandlordVillage in connection with the processing of an assignment or sublease. Said fee shall be ~~paid following~~ paid following approval by the LandlordVillage and prior to the occupancy of the Premises by the new tenant.

~~LANDLORD'S OPTION TO TERMINATE THE LEASE. It is understood by the parties to this Lease that the Landlord intends to sell the property upon which the Premises are located. In the event that Landlord enters into a contract to sell the Property upon which the Premises are located, it shall provide Tenant 90 days written notice of its intent to terminate this Lease. In the event of such notice of termination is given by the Landlord, the Lease will terminate on the 90th day following the mailing of such notice ("the Termination Date"). In the event that the Termination Date occurs prior to April 30, 2013, the Lessor will reimburse the Lessee in an amount of \$42,000 (equivalent to first year of rent) within 60 days of the real estate closing for said sale. In the event that the Termination Date occurs after April 30, 2013, but prior to April 30, 2014, the Lessor shall reimburse the Lessee an amount equal to \$42,000, within 60 days of the real estate closing for said sale, provided, however, that such reimbursement shall be reduced by an amount equal to \$3,500 per month for each full month prior to the Termination Date that the Lease has been in effect. No reimbursement shall be due in the event that the Termination Date occurs after May 1, 2014 or if at the time of such reimbursement becoming due, the Tenant is more than thirty (30) days late in the payment of any Rent due under this Lease.~~

~~LANDLORD'S USE OF PARKING SPACES. The Landlord reserves the right to utilize the parking spaces provided to Tenant under this Lease for ten days during each calendar year in which this Lease is in effect. Landlord shall provide Tenant with the dates upon which it desires to use the parking spaces not less than sixty (60) days prior to each date on which the parking spaces shall be needed. The use of such parking spaces shall be without cost to the Landlord. On any day designated by the Landlord for use of the space, not less than ten (10) parking spaces will remain available for use by the Tenant.~~

CONDEMNATION. If the ~~entire building in which the~~ Premises are ~~located is~~ acquired or condemned by the power of eminent domain by any public or other authority, then this Lease will terminate upon the date such taking becomes effective. Rent and other payments will be apportioned as of such date. If any part of the Premises ~~or building containing the Premises~~ is so acquired or condemned so as to render the Premises unsuitable for the use for which the same are leased, then this Lease may be terminated by either party upon thirty days written notice to the other. Rent and other payments will be apportioned between the parties as of the date of termination. If this Lease is not so terminated, then rent and other payments will be abated according to the nature and extent of the area taken. All damages awarded for such taking shall belong to and be the exclusive property of LandlordVillage, other than any damages awarded for the value of Tenant's leasehold interest. Tenant agrees to sign such further instruments of assignment as LandlordVillage may reasonably request to accomplish the foregoing. Provided, however, that any damages awarded for moving expenses or Tenant's fixtures, improvements or equipment shall belong to Tenant.

LOSS OR DAMAGE. Unless caused by the negligence or willful misconduct of [LandlordVillage](#), [LandlordVillage](#) will not be liable for any loss, damage or theft of any property of Tenant or others kept or stored in or about the Premises. Tenant acknowledges that it is Tenant's responsibility to insure its own property and improvements.

INSURANCE: Tenant shall, commencing with the first day of the term hereof, procure, keep, carry and maintain at its own cost and expense for the term created hereby, in good and responsible insurance companies acceptable to [LandlordVillage](#), with the [LandlordVillage](#) being named therein as an insure owner, [LandlordVillage's](#) and Tenants Comprehensive Public Liability Insurance and Property Damage Insurance. Tenant shall also maintain a policy of Worker's Compensation Insurance. All such policies of insurance shall carry limits of liability of not less than \$2,000,000 per occurrence, where applicable. Copies of the policies for the insurance above provided or certificates evidencing the same shall be delivered to and held by the [LandlordVillage](#). In the event Tenant shall not maintain such insurance, [LandlordVillage](#) may, at its option (and following notice to Tenant), obtain such insurance and pay any and all premiums and other incidental charges, which sums shall be added as additional rent becoming due with the next monthly installment of rent to become due.

INDEMNIFICATION. (a) Tenant shall indemnify and hold [LandlordVillage](#) harmless from any and all claims, loss, damages, liens, expenses, including reasonable attorney's fees, and liabilities of whatever nature, arising out of or relating to (i) any default by Tenant in the performance or observance of any covenant, term or condition of this Lease, (ii) loss or damage to any property of Tenant or injury or death to any person occurring on or about the Premises due to any cause other than [LandlordVillage's](#) negligence or willful misconduct, and (iii) Tenant's use and occupancy of the Premises. (b) [LandlordVillage](#) shall indemnify and hold Tenant harmless from any and all claims, loss, damages, liens, expenses, including reasonable attorney's fees, and liabilities of whatever nature, arising out of or relating to (i) any default by [LandlordVillage](#) in the performance or observance of any covenant, term or condition of this Lease, and (ii) loss or damage to any property of [LandlordVillage](#) or injury or death to any person occurring on or about the Premises as a result of [LandlordVillage's](#) negligence or willful misconduct.

DEFAULT. Tenant shall be in default of this Lease upon the occurrence of any one of the following events: (a) failure to pay any installment of Rent or any other amount required herein which shall continue for ten (10) days after the same is due; (b) failure to perform or observe any other covenant, term or condition of this Lease which shall not be corrected within 30 days after written notice from [LandlordVillage](#), or for such longer period as may be reasonably necessary to correct such default; (c) sixty (60) days of continuous abandonment or cessation of business operations at the Premises by Tenant; (d) any material misrepresentation or omission of or on behalf of Tenant made to [LandlordVillage](#) in connection with this Lease; (e) the taking of the leasehold created hereby on execution or by other process of law; (f) insolvency or failure of Tenant or any guarantor to generally pay its debts as they become due; (g) assignment for the benefit of creditors of, or appointment of a receiver or other officer for, all or any part of Tenant's or any guarantor's property; or (h) adjudication of bankruptcy, or filing of a petition under any bankruptcy or debtor's relief law by or against Tenant or any guarantor.

REMEDIES OF [LANDLORDVILLAGE](#). (a) Upon any default by Tenant, [LandlordVillage](#) may, at its option, terminate this Lease and/or commence eviction proceedings in accordance with the laws of Illinois. Upon any such default, [LandlordVillage](#) shall also have the right to enter upon the Premises or any part thereof, without demand or notice, and repossess the same and expel Tenant and any other occupants and their effects, either with or without terminating this Lease. Any entry may be with or without process of law, by force if necessary, or otherwise according to law. No entry shall subject [LandlordVillage](#) to any liability for trespass or damages. Upon any entry or termination, [LandlordVillage](#) agrees to use reasonable efforts to relet the Premises on Tenant's behalf or otherwise, for such term and rent as [LandlordVillage](#) may determine. No act or failure to act by [LandlordVillage](#) with respect to the remedies set forth in this paragraph shall waive any remedies which [LandlordVillage](#) may have for arrears of rent or breach of covenant or release Tenant from any liability whatsoever. (b) Upon any termination or entry as above, Tenant shall indemnify [LandlordVillage](#) against all loss of rents (subject to reduction resulting from rental received as a result of reletting) and other amounts which [LandlordVillage](#) may incur over the remainder of the term in addition to paying all overdue rent and other payments. Tenant shall also pay to [LandlordVillage](#) all costs and expenses incurred by [LandlordVillage](#) by reason of Tenant's default including, without limitation, attorney's fees, costs of regaining possession and reletting the Premises, storage fees and repairing and cleaning costs.

NO WAIVER. The failure of [LandlordVillage](#) or Tenant to require strict performance by the other of any covenant, term or condition of this Lease is not a waiver for the future of any breach of the same or any other covenant, term or condition herein. [LandlordVillage](#)'s acceptance of rent is not a waiver of any breach by Tenant.

REMEDIES CUMULATIVE. To the extent permitted by law, the rights and remedies of [LandlordVillage](#) and Tenant herein are cumulative, and the exercise of any one of them will not be deemed to be in exclusion of any other. The rights and remedies herein are in addition to any other rights and remedies available to [LandlordVillage](#) and Tenant at law or equity.

RIGHT TO CURE OTHER'S DEFAULT. If either [LandlordVillage](#) or Tenant fails to perform any covenant, term or condition of this Lease, the other party may, after giving reasonable notice, perform such covenant, term or condition and expend whatever sums may be necessary. All sums expended shall be repaid on demand. This performance shall not waive any rights or remedies, which either party may have against the other for such default.

SUBORDINATION OF LEASE. This Lease is subject and subordinate to all present and future mortgages, trust deeds and other security instruments that may be placed on the Premises; provided that for so long as Tenant is not in default of this Lease, no foreclosure or similar proceeding will terminate this Lease or impair any of Tenant's rights, and [LandlordVillage](#) agrees to obtain from any such mortgagee or other holders of security interests such attornments and subordination agreements as Tenant may reasonably request. In the event of any such proceeding, Tenant shall attorn to the new owner and accept such successor as the new [LandlordVillage](#) under this Lease. Although no further act by Tenant is necessary to accomplish the above, Tenant agrees to sign any other instruments evidencing this subordination and attornment as [LandlordVillage](#) may reasonably request.

UNAVOIDABLE DELAYS. Neither party will be liable for any delay or failure in the performance of any of its obligations herein when due to labor disputes, inability to obtain materials or services, wars, governmental laws or restrictions, weather, acts of God, or any other cause beyond the reasonable control of such party. Provided, however, that this section shall not excuse Tenant from the prompt payment of rent or any other amount due herein, unless the Tenant is thereby prevented from occupying the Premises.

SURRENDER AND HOLDING OVER. No surrender of the Premises or this Lease shall be effective unless accepted in writing by [LandlordVillage](#). At the expiration or sooner termination of this Lease, Tenant will remove its effects and peaceably deliver possession of the Premises to [LandlordVillage](#) in as good repair and condition as they were at the commencement of this Lease, ordinary wear and tear excepted. Any property left on the Premises after Tenant vacates or abandons the Premises shall be deemed abandoned and [LandlordVillage](#) may remove, store and/or dispose of the same as it sees fit, subject to applicable law. If Tenant holds over beyond the expiration or termination of this Lease and rent is accepted by [LandlordVillage](#), a month-to-month tenancy only shall be created which will otherwise be governed by the terms and conditions of this Lease. Nothing in this section shall be construed as consent to any holding over by Tenant.

NOTICES. All notices and communications under this Lease shall be in writing and shall be deemed to be properly given when delivered personally or sent by certified mail, return receipt requested, to [the LandlordVillage](#) at 118 W. Cook Avenue, Libertyville, Illinois 60048, or to Tenant at [2318 Trailside Lane, Wauconda, IL 600842545 W. Catalpa Avenue, #5C, Chicago, IL 60625](#).

ENTIRE AGREEMENT. The parties acknowledge that they have read and understand the terms of this Lease. This Lease contains the entire agreement and understanding between the parties regarding the Premises and is subject to no agreements, conditions or representations that are not expressly set forth herein. This Lease may only be amended in writing and signed by both [LandlordVillage](#) and Tenant.

INVALID PROVISION. If any provision of this Lease shall be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

CAPTIONS. The captions in this Lease are inserted only for convenience and in no way construe or interpret the provisions hereof or affect their scope or intent.

PARTIES BOUND. This Lease shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns. Provided, however, that if [LandlordVillage](#) sells the building in which the Premises is located, [LandlordVillage](#) shall be released from all liabilities under this Lease. The

purchaser, as successor landlordVillage, shall be deemed to have assumed all of the obligations and liabilities of LandlordVillage under this Lease.

IN WITNESS WHEREOF, this Lease is executed under seal on this ___ day of _____, 2012

VILLAGE OF LIBERTYVILLE,

SEAL

By: Terry L. Wepler, Village President

ATTEST:

Sally Kowal, Village Clerk

ALOHA FALLS, LLC/BCS GOLF GROUP, LLC

By: Blair Subry/Ryan P. Traey, _____ Chief Executive Manager

STATE OF _____
COUNTY OF _____

In _____, on the ___ day of _____, before me, a Notary Public in and for the above state and county, personally appeared _____ known to me or proved to be the person named in and who executed the foregoing instrument, and being first duly sworn, such person acknowledged that he executed said instrument for the purposes therein contained as his free and voluntary act and deed.

Notary Public

EXHIBIT "A" TO LEASE DATED _____
BY AND BETWEEN ALOHA FALLS, LLC BCS GOLF GROUP, LLC (TENANT)
AND VILLAGE OF LIBERTYVILLE (LANDLORDVILLAGE)

EXHIBIT "B" TO LEASE DATED
BY AND BETWEEN BCS GOLF GROUP, LLC (TENANT)
AND VILLAGE OF LIBERTYVILLE (VILLAGE)

Memorandum

To: Chairman Drew Cullum and Members of the Parks and Recreation Committee

From: Connie Kowal, Director of Recreation and Sports Complex

Date: October 31, 2012

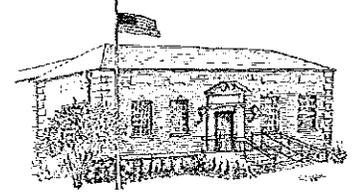
Subject: Use of Village Property: 2013 Libertyville Days Request

Attached is a letter from the Libertyville Civic Center Foundation requesting the use of various Village properties for the 2013 Libertyville Days Festival from June 13-16, 2013. The request is similar to previous years.

Staff is requesting that the Parks and Recreation Committee make a recommendation to the Village Board to approve the use of Village property for the 2013 Libertyville Days Festival from June 13-16, 2013.

LIBERTYVILLE CIVIC CENTER FOUNDATION
Libertyville Days Festival

135 W. Church St.
Libertyville, IL 60048
Phone 847-918-8880
Fax 847-918-8881
events@libciviccenter.org
www.libciviccenter.org



October 24, 2012

Mayor Terry Weppler
Village of Libertyville
118 W. Cook Avenue
Libertyville, IL 60048

REF: 2013 Libertyville Days Festivities

Dear Mayor Weppler, Village Trustees and Administrator Bowens,

Co-Chairman Dee Cox of the Libertyville Days Committee and President Art Kopp of the Libertyville Civic Center Foundation request that the Village grant approval to conduct the 2013 Libertyville Days Festival and grant approval to use Village property for running the festival.

Many Libertyville residents enjoyed the 2012 Libertyville Days Festival. The income from the festival was approximately the same as last year therefore, we were able to generate approximately \$25,000.00 from the festival for ongoing building improvements and up keep to the Civic Center, and provide fun and entertainment for residents and neighboring community guests.

We will need to begin planning the 2013 Libertyville Days event immediately as it requires over 9 months lead time to plan the festival, book events and enter into contracts to allow the event to run successfully. We are requesting that this issue be presented to the appropriate Village committee so that we can determine whether or not it will be feasible to run the Libertyville Days Festival in 2013. Both the Civic Center Foundation and the Libertyville Days Committee have given approval to proceed with the festival again this year subject to reaching agreement with the Village Board.

We are requesting the following actions for the 2013 Libertyville Days Festivities:

1. We request that the Village approve the Libertyville Days dates of June 13th-16th, 2013.
2. That the Libertyville Days Committee act as coordinator for all functions to be in the Downtown area during these dates, including sidewalk sales (coordinated with MainStreet) and any other community involvement.

3. Downtown Merchants should limit their sidewalk sales to the sidewalk in front of their place of business. This is to insure that outside vendors do not come in and setup shop.
4. The use of Libertyville Sunrise Rotary Park grass area only, bordered by the sidewalks, for the children's carnival rides. Close south side of Broadway from Milwaukee Avenue to Park Place.
5. The use of the community parking lot behind the Civic Center must be closed by 8:00 p.m. on Monday, June 10th for setup of adult rides. Public Works should drop off the barricades prior to 8:00 p.m. and the Police Dept. should block the parking area by 8:00 p.m.
6. The driveway to the east of the Episcopal Church will be used for the carnival games of skill.
7. Church Street between Brainerd Avenue and Milwaukee Avenue must be closed by 8:00 p.m. on Monday, June 10th. The setup will be the same as the 2012 event. Public Works should drop off the barricades prior to 8:00 p.m. and the Police Dept. should block the road at 8:00 p.m.
8. On Saturday, June 15th Milwaukee Avenue should be closed from 10:00 a.m. until Noon for the parade. Additionally, Milwaukee Avenue should be posted no parking from 10:00 a.m. until noon in the downtown area to ensure that cars do not block the view and to keep parade watchers on the sidewalk.
9. Cook Park will be used for the Arts and Crafts Fair during the times specified on the attached schedule.
10. Use of Cook Mansion stairs for family stage entertainment.
11. Close the commuter parking lot at the train station on Friday, June 14th to all vehicles prior to 10:00 p.m. and prohibit parking until Saturday at approximately noon.
12. The request for the expansion of the beer garden hours on Thursday evening until 11:00 pm., Friday and Saturday evenings until 12:00 am (midnight). Thursday evening last ticket sold 10:15 pm last call 10:45 pm. Friday and Saturday evening last ticket sold 11:15 pm last call at 11:30 pm and everyone cleared out at 12:00 am. (midnight).

We will make arrangements with a disposal company for garbage cans and dumpsters. We will have people making regular rounds of the Downtown area picking up refuse.

We are requesting the following assistance of the parks department, police department, fire department and public works department.

Parks Department:

1. Provide snow fencing in areas as deemed necessary (will provide map some minor changes).
2. Provide bleachers for the parade in Cook Park.
3. Provide microphone and speakers for parade announcer in Cook Park.
4. Provide Village picnic tables for the Civic Center Parking Lot.
5. Approve location of Arts and Crafts booths in Cook Park.

Police Department:

1. Police presence and patrol during the festival.
2. Police escorts during money pickup and guarding the money room on Friday evening and Saturday after the parade.
3. Put up barricades at Church Street and Community parking lot at 8:00 p.m. on Monday, June 10th.
4. Put up barricades at Train Station at 10:00 p.m. on Friday, June 15th.

Public Works Department:

1. Clean streets and parking lot after festival.
2. Provide barricades where needed as determined by Police Department.
3. Provide snow fencing as deemed necessary by Parks Dept. and Police Dept.
4. Provide snow fencing in those areas requested by the Libertyville Days Committee.
5. Please note that festival committee members and/or festival representatives will be responsible for trash pickup and monitoring barricades during the festival. The Public Works Department is not needed for this task.

A certificate of insurance will be provided showing the Village, Cook Memorial Library, Masonic Lodge and others as required as additional insured.

The Civic Center Foundation will be applying for the Village and State liquor license for this event.

The Civic Center Foundation requests the approval for the beer garden area to once again include the food vendors and the main stage entertainment on Church Street. This area will be fenced off with snow fencing and in some areas, a 6ft construction fence. There will be monitoring at access points to insure no alcohol is taken from the designated area. Everyone that is drinking will be issued a wristband for easier identification. The beer wagon will remain in the same location as previous years. Beer ticket sales will be under the beer tent and wristbands will be available at the access point on Church Street and upon entering the Beer tent. Those under age 21 will not be allowed under the main beer garden tent after 7:30 PM.

We want the Festival to remain a family event and will be seeking additional events of a family nature to encourage family participation.

We will be available for the Village inspection and walk through on Thursday, June 13th at 10:00 a.m. I will be available to represent the Libertyville Days Committee during the walk through.

We will be working with and notifying all of the neighbors, especially the Episcopal Church, St. Joseph's Church, The Masonic Temple and the neighborhood residents. We

welcome participation by the Police and Fire Departments at the Libertyville Days Committee meetings held the 3rd Thursday of the month at 7:00 p.m. at the Civic Center, beginning in January of 2013.

We will request that the contracted carnival company will provide the Police Department with a list of employees. We will be seeking permission to again park trucks on the Life Storage property located on Park Ave. in Libertyville.

We are requesting that the parade route remain from Milwaukee Avenue at the train station parking lot to Rockland Road.

Any community member is invited to attend our meetings and to assist or participate in Libertyville Days. Anyone requesting to make a presentation must call in advance to schedule the presentation.

Libertyville Days Committee members will be available to discuss any phase of the proposed festival as required and would appreciate a call advising us when we will be scheduled to make a presentation to the Village Board or the Parks and Recreation Committee. I will be making the presentation for the Committee. In order to confirm details with contracted carnival company, vendors and entertainment groups we would appreciate scheduling as soon as possible for approval by the Village.

Should you have any questions or need any further information please feel free to call me

Sincerely,

Dee Cox and Art Kopp

enclosures

**LIBERTYVILLE CIVIC CENTER FOUNDATION, INC.
2013 LIBERTYVILLE DAYS FESTIVAL**

The hours of the 2013 Libertyville Days Festival will be:

Festival:

Thursday, June 13th	5:00 p.m. – 11:00 p.m.
Friday, June 14th	11:00 a.m. – 11:00 p.m.
Saturday, June 15th	10:00 a.m. – 11:00 p.m.
Sunday, June 16th	1:00 p.m. – 6:00 p.m.

Carnival:

Thursday, June 13th	5:00 p.m. – 11:00 p.m.
Friday, June 14th	12:00 p.m. – 11:00 p.m.
Saturday, June 15th	12:00 p.m. – 11:00 p.m.
Sunday, June 16th	1:00 p.m. – 6:00 p.m.

Beer Garden:

Thursday, June 13th	6:00 p.m. – 11:00 p.m.
Friday, June 14th	6:00 p.m. – 12:00 a.m.
Saturday, June 15th	1:00 p.m. – 12:00 a.m.
Sunday, June 16th	1:00 p.m. – 6:00 p.m.

Arts & Crafts:

Friday, June 14th	12:00 p.m. – 8:00 p.m.
Saturday, June 15th	10:00 a.m. – 8:00 p.m.
Sunday, June 16th	1:00 p.m. – 5:00 p.m.

Taste of Libertyville:

Thursday, June 13th 5:00 p.m. – 11:00 p.m.

Friday, June 14th 11:00 a.m. – 11:00 p.m.

Saturday, June 15th 11:00 a.m. – 11:00 p.m.

Sunday, June 16th 1:00 p.m. – 6:00 p.m.

Miss Libertyville Competition

Thursday, June 13th 6:30 p.m. – 8:00 p.m.

Memorandum

To: Chairman Drew Cullum and Members of the Parks and Recreation Committee

From: John Heinz, Director of Public Works

Date: October 30, 2012

Subject: Floodplain Compensation Request

Lake County DOT (LCDOT) is working on plans to construct a left hand turn lane into their (County Farm) property just east of the RR tracks on Winchester Rd. In order to meet regulatory issues with the widening of the road they need to provide compensatory storage as the widening and transition extends to the west over Bull Creek.

They have requested permission to provide this compensatory storage in Butler Lake Park in the open area that faces the band shell. Please see their request and an aerial photo.

We met on site with their staff and Parks and Engineering staff feels that this location is good and may even enhance the use of the area as more of an amphitheater facing the band shell.

We seek concurrence from the Parks and Recreation Committee to allow them to proceed with the design and eventually with the construction which is tentatively scheduled for next year. LCDOT is aware of the use of the band shell with the 4th of July festivities and will not schedule the work in conflict with those activities.



October 10, 2012

**Winchester Road at West County Farm Road
Section 10-00151-22-CH**

Mr. John Heinz
Director of Public Works
Public Works Administration
Village of Libertyville
200 E. Cook Avenue
Libertyville, IL 60048

Dear Mr. Heinz,

The Lake County Division of Transportation is continuing to develop plans for the intersection improvement at Winchester Road and West County Farm Road – the west entrance to the Lake County Campus. The project includes widening Winchester Road to three lanes to accommodate a left turn lane for eastbound traffic into the county facility; a left turn lane for westbound traffic into Butler Lake Park; and the construction of a raised median at the intersection with the Metra rail line in conjunction with the 2010 agreement. As previously discussed we propose to shift the park entrance to the west to provide storage for the Butler Lake Park left turn lane.

The proposed widening, along with the proposed relocation of the park entrance and corresponding changes to the adjacent parking lot have resulted in 0.41 acre-feet of additional fill being placed in the Bull Creek flood plain below the 100 yr base flood elevation (BFE). According to the Lake County Watershed Development Ordinance the fill needs to be compensated at a rate of 1.2:1, distributed between the 0 – 10 yr and the 10 – 100 yr flood elevations.

LCDOT working with our consultant, Manhard Consulting, previously developed a plan that included also relocating the bike path running south from the parking lot and additional earth excavation to meet the ordinance requirements. The plan also included the removal of a few trees. This plan was previously provided to your office for consideration and presentation to the Libertyville Parks and Recreation Committee.

The committee deemed this plan unacceptable and LCDOT was asked to consider providing the mitigation on the north side of Winchester Road on property owned by Lake County. A review of the existing conditions led us to conclude that the existing culvert acts as a restrictor for the flood plain resulting in a significant lowering of the 100 yr BFE by almost 2 feet downstream (north) of the culvert. Constructing the mitigation north of Winchester Road would require significant additional work and expense to connect the upstream flood plain to the compensation area.

The preferred location for the mitigation is south of Winchester Road in the hydraulically connected portion of Bull Creek and Butler Lake north of Lake Street. Therefore we propose to provide the mitigation for the flood plain fill in the open area due west of the band shell. On October 4, 2012, LCDOT met with staff from Libertyville Public Works and the Parks Department to discuss the concept of providing the mitigation in this location. We presented the basic concept which consists of grading off the top of the existing hill to achieve the required additional flood plain volume. The Libertyville staff was assured that the existing drainage patterns could be maintained and that the work would not result in depressions that would potentially collect and hold water for extended periods of time.

LCDOT and the Libertyville staff also discussed the potential to reshape the area to provide an amphitheater style area along with the required mitigation. The staff was further assured that the proposed work would limit tree impacts to minimal trimming along the west edge of the area. Additionally the graded area would be seeded and/or sodded and any adjacent areas damaged during construction repaired. The Libertyville staff discussed construction dates pointing out that the work should not conflict with the annual Libertyville 4th of July concert and fireworks.

Based on the preliminary positive response from the Public Works Staff and Parks personnel, LCDOT would like to propose that the required flood plain mitigation be provided in the crosshatched areas shown on the attached exhibit and

that our proposal be submitted to the village for approval. Please note that the exhibit represents the basic concept only and that LCDOT would gladly work with Libertyville to reshape the area as desired.

If you have any questions, comments or require additional information please contact me.

Very truly yours,



Richard D. McMorris, P.E.
Project Engineer



Libertyville
Butler Lake Park
Proposed Flood Plain
Mitigation Location

To: Chairman Drew Cullum and Members of the Parks and Recreation Committee

From: John Heinz, Director of Public Works
Kevin J. Bowens, Village Administrator

Date: October 30, 2012

Subject: Park Operations

The Staff has scheduled a continuation of last month's Committee discussion regarding the evaluation of parks maintenance (turf maintenance, landscaping and snow removal). The Staff believes that the purpose of the evaluation was two-fold: 1) to determine if the Village is providing parks maintenance services in the most cost effective manner and are competitive with outsourcing the same services; and 2) examine the options to return to the level of service which was previously provided prior to recent budget cutbacks and personnel reductions, either internally or by outsourcing these services.

The Committee and Staff determine that the evaluation would be done in-house, and the staff did the best job it could in determining current costs to provide the parks maintenance services while obtaining competitive proposals from private landscaping companies to compare internal costs to outsourcing. While the results of the evaluation appear to indicate that the Village does provide parks maintenance services in a cost effective and competitive manner, the Committee did have further questions and expressed some concerns with regard to the evaluation. Specifically, Staff has included in this memorandum additional information regarding the manpower comparison, and would like to continue the discussion of the evaluation to determine what additional information can be provided to the Committee.

- 1. Analysis of Manpower-** The evaluation process began with a Staff analysis of all of the tasks that the maintenance crews perform over the course of a year. They were categorized in (20) different categories with the actual time it took for each employee to work in all of the areas, (see attached). Staff used this information to calculate full time equivalents (FTE's). A full time equivalent is calculated as a person who works for a full year (52 weeks multiplied by 40 hours per week) or 2080 hours. The total number of hours it took to perform the task or tasks divided by 2080 provides the FTE's that it took to accomplish the tasks...this is not the number of people who actually performed the tasks at any point in time. Many of the tasks performed, especially in the summer months, are performed by a mix of full time and part time employees. The part time employees work at a much lower hourly pay rate than the full time employees and do not receive the same number of benefits full time employees do. If the Village were to contract the maintenance work that was contained in the evaluation, it would equate to 2.6 FTE's (5408 hours), which does not mean the work that was done was actually done by 2.6 (or rounded to 3) FTE's... (1 FTE = 2080 hours). The Parks Division typically has 5 to 7 employees (full and part time) actually performing the work, but not for an entire year.

For the RFP, each contractor estimated the number of people and pieces/type of equipment they believe it will take to perform the specified work. In the Village analysis, actual time sheets were used to determine who did the work and how much time it took them, and calculated their hourly wage and benefits (full time and part time) to determine our costs. Staff was also able to figure out what equipment is used to perform these tasks and obtain their operating costs, in many cases using IDOT published rates.

2. **Independent Review of Evaluation** – One additional option would be to have an outside individual or firm review the evaluation to determine its accuracy or whether or not staff may have missed any information. Staff could obtain proposals and costs from various individuals/companies to perform this service, and believe that most of the ground work has already been completed with regard to calculating employee hours associated with all of the various parks maintenance services.

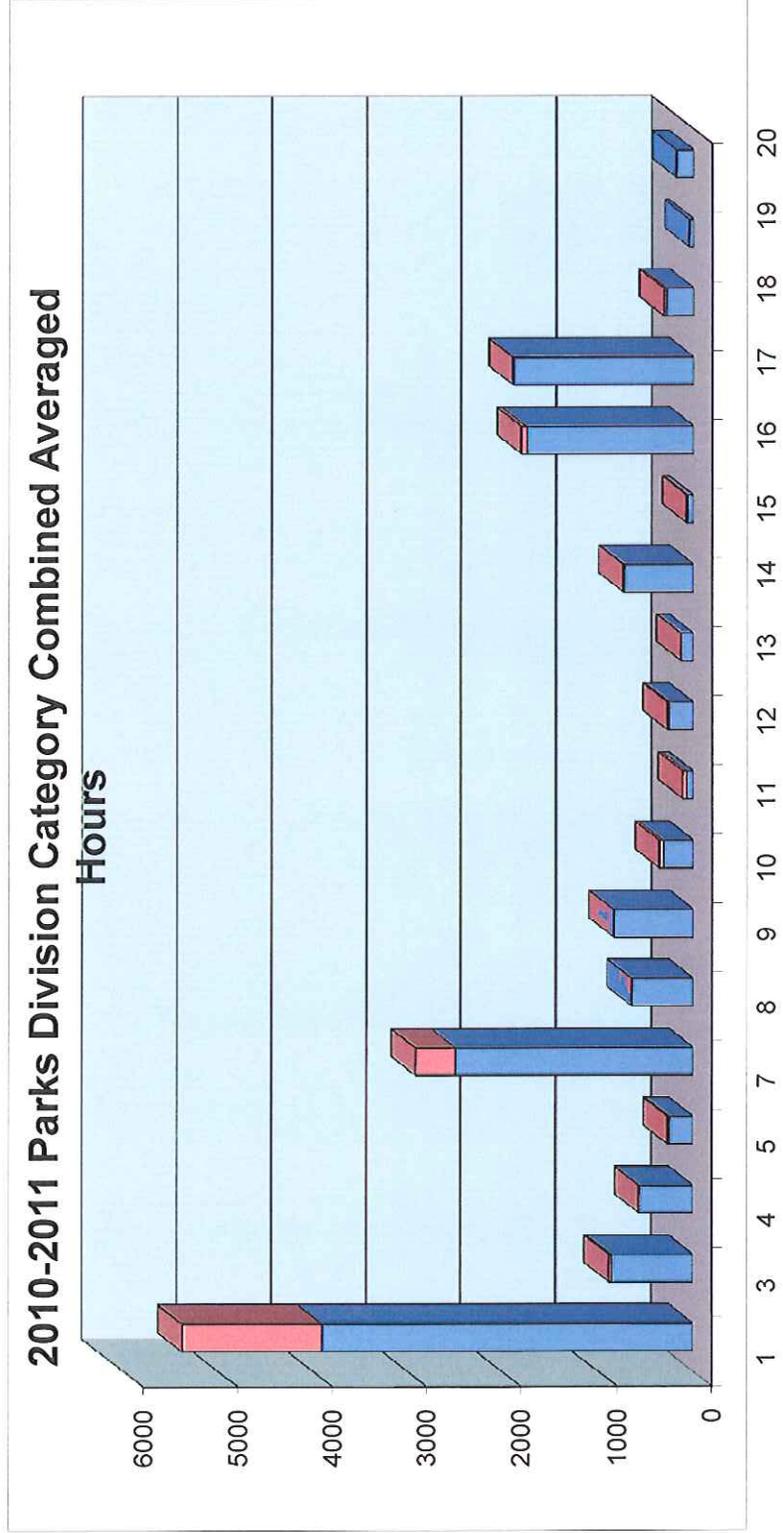
3. **Improving the Level of Service** - The Committee and Staff have discussed the desire to improve the service level of parks maintenance previously provided before budget cuts and personnel reductions. In fact, the Village Board recently identified this a goal of determining service levels and realistic citizen expectations for parks maintenance. Specifically, the staff had identified service cuts in the areas of fertilizing shrubs, trees, and ornamentals in all the parks, aeration of all park turf areas, and the broader service of parkway tree trimming. Staff is currently reviewing the results of the evaluation to determine how we might increase service levels at little or no cost by doing things differently throughout the division. All of this work can be combined as part of the Village Board goal, and it may be very beneficial to hire an outside firm to assist with this process.

Category Summary List

1. Turf Mowing
2. Turf Care
3. Pool Maintenance
4. Building Maintenance
5. Custodial care
6. Landscape Maintenance
7. Tree Care
8. Ice Rink Maintenance
9. Snow Removal
10. Playground Maintenance
11. Recreation Support
12. Holiday Decorations
13. Sports Field Maintenance
14. Golf Course Support
15. Waste Collection
16. Equipment Maintenance
17. Miscellaneous
18. Sports Complex Maintenance
19. Lake, Pond, and Creek Maintenance
20. Downtown Maintenance

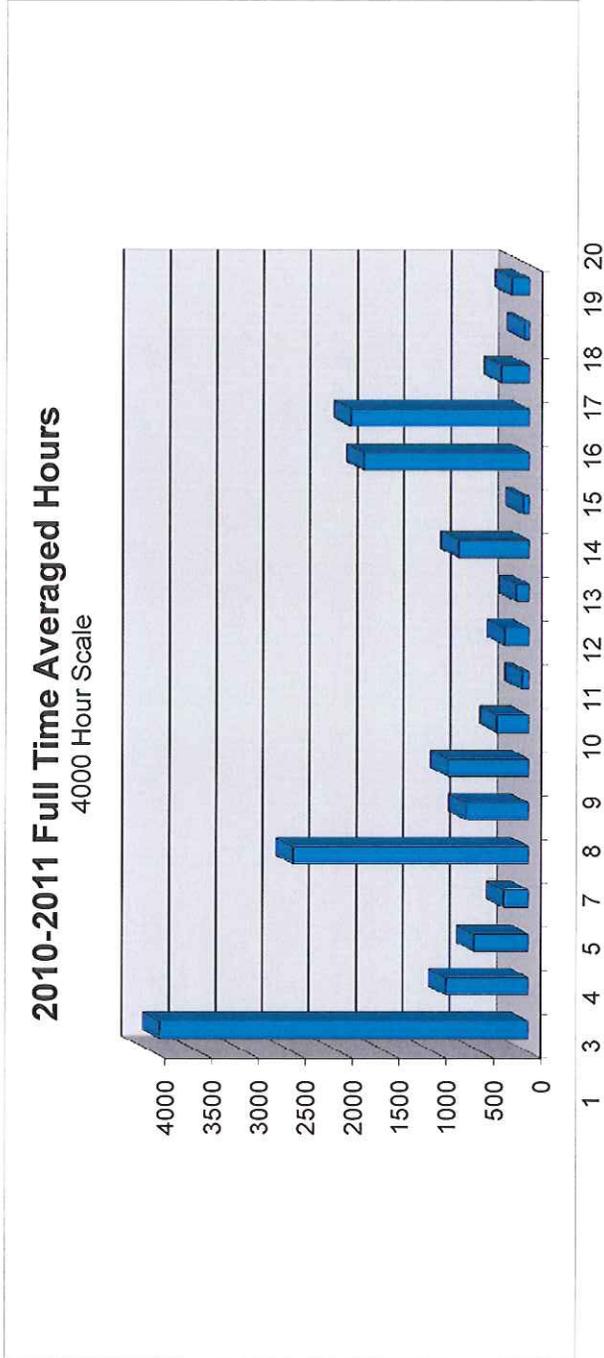
Category 1, 2, 6, and a percentage of 10 and 15 are combined per request for a potential proposal of Mowing, Turf care, Landscaping, Playground, and Waste collection

Full Time Average	Part Time Average	Full and Part time Combined Average				
		Category	Hours	Percent	Average	
3913	1476	1,2,6,10,15	5390	30.7%		
864	24	3	888	5.1%		
574	2	4	576	3.3%		
255	20	5	275	1.6%		
2494	431	7	2925	16.7%		
653	0	8	653	3.7%		
845	0	9	845	4.8%		
327		10	327	1.9%		
72	40	11	111	0.6%		
258	44	12	302	1.7%		
131	24	13	155	0.9%		
740	3	14	743	4.2%		
61		15	61	0.3%		
1753	8	16	1760	10.0%		
1890	16	17	1906	10.9%		
292	53	18	345	2.0%		
51	5	19	55	0.3%		
185	32	20	217	1.2%		
15355	2178	Total	17533	100.0%		



Libertyville Public Works - Parks Division
 Full and Part Time Averaged Hours with Combined Categories

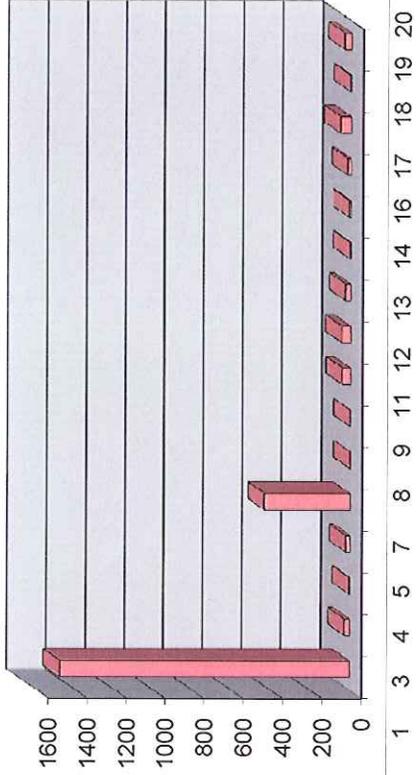
Category	Full Time Average	Percent
1,2,6,10,15	3913	25.5%
3	864	5.6%
4	574	3.7%
5	255	1.7%
7	2494	16.2%
8	653	4.3%
9	845	5.5%
10	327	2.1%
11	72	0.5%
12	258	1.7%
13	131	0.9%
14	740	4.8%
15	61	0.4%
16	1753	11.4%
17	1890	12.3%
18	292	1.9%
19	51	0.3%
20	185	1.2%
Total	15355	100.0%



Category	Part Time Average	Percent
1,2,6,10,15	1476	67.8%
3	24	1.1%
4	2	0.1%
5	20	0.9%
7	431	19.8%
8	0	0.0%
9	0	0.0%
11	40	1.8%
12	44	2.0%
13	24	1.1%
14	3	0.1%
16	8	0.4%
17	16	0.7%
18	53	2.4%
19	5	0.2%
20	32	1.5%
Total	2178	100%

2010-2011 Part Time Averaged Hours

1600 Hour scale



Memorandum

To: Chairman Drew Cullum and Members of the Parks and Recreation Committee

From: Connie Kowal, Director of Recreation and Sports Complex

Date: September 26, 2012

Subject: Park Operations

In continuation with the Park Operations discussion regarding the possible outsourcing of park operations, Director John Heinz has attached a memo detailing bid proposal quotes from various companies for the Parks Turf Maintenance, Landscaping and Snow Removal.

MEMORANDUM

To: Parks and Recreation Committee

From: John Heinz, Director of Public Works

Date: September 25, 2012

Re: Report on Proposals for Turf Maintenance, Landscaping and Snow Removal

As you know we have been working on evaluating operational costs related to turf and landscape maintenance for both the Parks and Streets Divisions in the Public Works Department. As part of the analysis we also requested pricing on snow plowing/removal for the Parks Division areas of responsibility.

On Thursday September 20th sealed price proposals were opened based upon the Request for Proposals (RFP) that was prepared by staff and reviewed and approved by the Parks and Recreation Committee.

This request for proposals was done in an effort to attempt to compare the cost of providing the requested services done by a contractor compared to in-house costs.

Several items should be noted related to the process and the attached material:

- Seven (7) landscaping firms were selected and received the RFP packets.
- Due to some questions on the wording of the document from 2 of the contractors, we held a "pre-proposal" meeting to clarify the questions. Of the 7 contractors who received RFP's, 5 of them attended the meeting.
- The questions that were raised were answered verbally at the meeting and then codified in a Q and A supplement that was sent to all 7 companies (a copy of the Q and A is attached to this memo-Exhibit A).
- Only three (3) proposals were returned and opened on September 20th, one company sent a letter (attached (Exhibit B)) explaining why they did not submit, 2 others called to say they were not interested and one never responded.
- Prior to the opening of the RFP's Public Works and Parks staff tabulated costs associated with the work specified in the RFP. The information was reviewed with Kevin, Pat and Kelly on Tuesday, September 18 before the sealed RFP's were opened.
- The summary and comparison of the RFP responses is on Exhibit C, along with the Excel spreadsheet that provides a more detailed breakdown of the proposals from each of the respective companies.
- It is important to note that "Prevailing Wages" were not required as part of this submittal from the contractors. There has been debate in the state legislature in the past several years whether prevailing wages should be required on a contract like this. The unions would like to have their wages recognized, however the argument is that this is for "maintenance" not "construction" as the law requires. If prevailing wages were required the proposal costs would have been higher.

- Staff used IDOT hourly rates for the equipment portion of the Village estimate of costs. This is the most consistent method we can use for these costs. We believe they are higher than our actual costs, however breaking down actual costs was very challenging and had numerous variables.
- The "Options" portion is those services that we have not provided for several years due to staffing reductions.
- Several of the numbers seem inconsistent when compared to each other. TGF indicated they provided the proposal as a whole and would not honor the low cost of providing PW mowing for example. J&E did not attend either the pre-proposal meeting or the proposal opening.

Based upon the overall cost provided we believe our in house efforts are competitive with the lowest submitted proposal.

Our analysis indicated that the labor cost for the parks portion of the proposal equated to two (2) full time equivalents (FTE's) and five (5) part time equivalents (PTE's). The 5 PTE's add up to one (1) FTE.

Staff has also provided a budget sheet which compares the budget implications and each of the proposals we received (Exhibit D). The Exhibit identifies what costs would be reduced in the Village budget if these services were outsourced, and then compares reduced Village costs with the three proposals. The numbers were adjusted to remove the 2 FTE's and the 5 PTE's along with benefits. We have also reduced the budget to reflect the costs associated with the equipment, equipment maintenance and oil and grease.

The PW portion of the proposal equates to on half (0.5) FTE's if we were to contract this work.

Staff plans to discuss the results of the proposals and the direction/options related to this analysis at the committee meeting on Tuesday evening. As you may recall we required the proposal be good for 120 days, to allow time for evaluation and to determine a direction.

RFP Questions

I. In regard to Section III (D) the rfp states that Broken and unlevel paver bricks are to be repaired/replaced as needed.

Q #1 Will bidders have the opportunity to submit unit pricing for this requirement?

A. We typically perform 1-2 small repairs yearly. This is usually needed to replace broken, loose and missing block. Base proposals on 20 brick replacement/repairs yearly in your bid or approximately 4 square feet total. We will solicit quotes for additional work if necessary.

II. In regard to Section VII Specific Services – Playgrounds, Tables, Cans, Signs and Ball fields.

Q #1 Move mulch back under swing sets in front of slides and drop zones weekly. Move sand back into sand play areas. – How often will the winning bidder be expected to perform this service in order to remain compliant with the contract if awarded?

A. Weekly per specifications, occasional need to perform more often as conditions dictates. Base proposals on 175 occurrences, (35 weeks x 5 days Mon. – Fri.) (This traditionally has been inspected for and performed in house as part of the daily trash pickup duties)

Q #2 Blow/sweep walkways, patios and seating areas as needed. – How often will the winning bidder be expected to perform this service in order to remain compliant with the contract if awarded?

A. As needed, there are many variables including but not exclusive to wind, heavy rainfall and usage that will dictate this need. Base proposals on 35 occurrences. (This traditionally has been inspected for and performed in house as part of the daily trash pickup duties)

Q #3 Clean picnic tables and cans as needed. - How often will the winning bidder be expected to perform this service in order to remain compliant with the contract if awarded?

A. As needed, variables include but not limited to usage, that will dictate this need. Base proposals at 50 cans and 50 picnic tables. These numbers don't reflect additional cleaning required at Cook Park (This traditionally has been inspected for and performed in house as part of the daily trash pickup duties)

Q #4 Inspect for and remove graffiti from tables, cans, playground equipment and elsewhere in park with each maintenance visit. – Is this weekly, we are interpreting maintenance visit with weekly turf mowing. Is this correct? If not, please detail the Village expectation for number of occurrences this activity should be performed in order to remain compliant with the contract if awarded

A. As needed, we can't predict when the graffiti may occur; an emphasis is placed on foul language, personal information and sexually explicit drawings. In these cases the graffiti must be removed immediately upon reports or discovery. Base proposals on 245 inspection occurrences (35 weeks x 7 days) and 30 graffiti removal occurrences (This traditionally has been inspected for and performed in house as part of the daily trash pickup duties)

III. In regard to section VIII General Services

Q #1 Clean up (policing) of entire site to move miscellaneous accumulated debris trash, branches, leaves, etc. Policing of grounds will be part of every visit by a maintenance crew. How often will the winning bidder be expected to perform this service in order to remain compliant with the contract if awarded? Though there is some regularity with regard to visits to the site by maintenance crews, they will be staggered to some extent. How often would the Village prefer the grounds be policed, (i.e. daily, weekly)?

A. This operation is to be performed daily, (7 days per week). Base proposals on 245 occurrences (35 weeks x 7 days). (This traditionally has been performed in house as part of the daily trash pickup duties)

Q #2 Trash cans to be emptied daily or as needed at all sites and disposed of in receptacles provided by VOL. Is this to be interpreted as Monday through Friday, or is this a Seven (7) day per week requirement?

A. This service is to be performed daily, (7 days per week). All trash can levels are to be checked daily and are to be emptied as needed, (i.e. ½ full or offensively odoriferous), (This traditionally has been performed in house as part of the daily trash pickup duties) base proposals on 245 occurrences (35 weeks X 7 days)

Q #3 Re stock dog feces clean up bag dispensers as needed at all sites? Who is responsible for supplying the bags needed to refill the dispensers?

A. As stated in the VILLAGE OF LIBERTYVILLE SEALED PRICE PROPOSAL FOR Mowing, Landscaping, Trash, Playgrounds and Snow Removal Operations Section 1 A. 1 "Provide, perform and complete in the manner specified and described in this proposal **All necessary work, labor, services, transportation, equipment, materials, supplies, information, data and other means and items necessary for this proposal**". (Contractor is responsible to provide these). (This traditionally has been inspected for and performed in house as part of the daily trash pickup duties)

IV. In regard to section VIII Additional Park Notes

Adler Memorial Park

Q #1 Trash pickup should be performed before 8:00 a.m. to avoid conflicts with camps. How often will the winning bidder be expected to perform this service in order to remain compliant with the contract if awarded?

A. This service is to be performed during Village of Libertyville Day Camp operations, this typically takes place mid-June through mid- August (5 days a week Mon. – Fri.) for a total duration of 10 weeks. Base proposals on 50 occurrences (10 weeks x 5 days)

Q #2 Blow/sweep parking lot near playground, and inside pavilions, daily as needed. How many times per day will the winning bidder be expected to complete this task in order to remain compliant with the Village contract?

A. This is typically performed by in-house staff on a daily or as needed basis 1 time per day at the pavilions and as needed at the parking lot. The parking lot is done to help prevent "slipping" by patrons and is usually necessary after high use periods or heavy rains. (This traditionally has been inspected for and performed in house as part of the daily trash pickup duties) Base proposals on Pavilions 245 occurrences (35 weeks X 7 days) Parking lot area 35 occurrences (35 weeks x 1 day per week)

Q #3 Replace and repair the block retaining wall system around the playground as needed. Will bidders have the opportunity to submit unit pricing for this requirement?

A. We typically perform 1-2 small repairs yearly. This is usually needed to replace broken, loose and missing block. Take into account 2 repairs/replacements at 50 square feet each occurrence or 100 square feet total in your proposal. We will solicit quotes for additional work if necessary.

Adler Pool

Q #4 Sand play areas are to be raked, leveled, weeded and necessary sand added before pool season starts. Approximately how much sand does the Village anticipate needing to perform this task?

A. We typically install an average of 20 tons per year. The amount varies due to many variables including but not limited to wind, rainfall and patron usage. For purposes of this bid anticipate the need to add 20 tons per year (if this quantity of sand is not needed the material **must** be stockpiled at a Village owned designated site until needed).

Blueberry Park

Q #5 Basketball net should be replaced yearly and replaced as necessary. Will bidders have the opportunity to submit unit pricing for this requirement?

A. Each spring the net is to be replaced with a new net. We typically repair and/or replace the net an additional 2 times per year at each basketball hoop. For the purposes of this bid anticipate a new net installation in the early spring with 2 replacements to be made during the season at all hoop locations. (This traditionally has been inspected for and performed in house as part of the daily trash pickup duties)

Butler Lake Park

Q #6 Blow/sweep path ways, pavilion, bleacher stands and band shell as needed? How often will the winning bidder be expected to perform this service in order to remain compliant with the contract if awarded?

A. As needed, many variables including but not exclusive to wind, heavy rainfall and usage are used to determine the need. (This traditionally has been inspected for and performed in house as part of the daily trash pickup duties) base proposals on 35 occurrences (35 weeks x 1 day per week)

Q #7 Clean up debris piles from sunken garden and other areas as directed by Parks staff. How often will the winning bidder be expected to perform this service in order to remain compliant with the contract if awarded? How much debris does the Village anticipate will need to be removed from the site?

A. The frequency and quantity of this task depends on when and how much debris is generated. This garden is maintained by a local volunteer that performs the work as time and energy are available to her. She typically reports the debris to us and we take care of it. We also check on this and pick up as needed as part of our daily trash pickup duties. Base proposals on 20 occurrences and 1/4 yard of debris at each occurrence.

Cook Memorial Park

- Q #8 Turf slit seeding in early May with a Perennial Blue/Rye grass seed mix of all thin areas in park as dictated by VOL Parks staff. Will bidders have the opportunity to submit unit pricing for this requirement?
- A. This is done yearly (1 time per year in the spring), at Cook Park in anticipation of the many events and expected uses of the Park during the season. In general we typically perform slit seeding to up to $\frac{1}{2}$ of the park. Anticipate the need to perform this to $\frac{1}{2}$ (.85 acres) of the park one time per year. We will solicit quotes for additional work if necessary.
- Q #9 Turf restoration to include raking, slit seeding, sodding and topdressing as needed during the growing season usually after large park events. Will bidders have the opportunity to submit unit pricing for this requirement?
- A. There are many possible situations that dictate the need to perform this remedial work. For the most part there has been little damage sustained during these events. In many cases the majority of the tasks that we have had to perform involve raking, adding topsoil and seeding the impacted areas. I would plan on having to perform these tasks after each major event (approximately 20) for approximately $\frac{1}{4}$ (.425 acres) each occurrence. In extreme cases of damage beyond the scope of this proposal the Village will solicit quotes to perform additional remediation work necessary to restore the park. This need will be determined by Village staff.
- Q #10 All work to be done before 10 a.m. and dependent upon Park activities. Additional trash clean-up is to be performed on Friday's after Out to Lunch event ends, typically at 2:00 pm. How many of these events are there?
- A. There are typically 10 of these events during the summer months, Base proposals on 10 events
- Q #11 Clean out water fountains daily and plunge as needed. Plunge what and how will we determine if this is needed?
- A. The drains in the bowls of the fountains. This can be determined by water sitting in the bowls that is not draining quickly upon use. (This traditionally has been inspected for and performed in house as part of the daily trash pickup duties) base proposals on 159 occurrences (53 weeks x 3 times per week)
- Q #12 Remove algae from concrete under fountain as needed. What is the criteria for determining when this should be completed?
- A. This task will be determined by the presence of algae or other similar conditions present on the concrete under and immediately around the fountain. (This traditionally has been inspected for and performed in house as part of the daily trash pickup duties) base proposals on 26.5 occurrences (16 square feet) (every other week x 53 weeks)
- Q #13 Clean tables and cans as needed or directed by VOL Parks staff. Will bidders have the opportunity to submit unit pricing for this requirement?
- A. There are some occasions where this task has to take place. The frequency of this task would be very difficult to determine. (This traditionally has been inspected for and performed in house as part of the daily trash pickup duties) Base proposals on 10 picnic tables and 25 cans each year.

Nicholas Dowden Park

Q #14 Tennis, hockey and basketball nets to be installed in spring, repaired as needed and removed in fall. Will bidders have the opportunity to submit unit pricing for this requirement?

A. Each spring all basketball nets are to be replaced with a new net. For the purposes of this proposal anticipate a new basketball net installation in the early spring with 2 replacements to be made during the season at all hoop locations, 4 repairs to tennis nets and 1 repair to hockey nets.

Q #15 Replace and repair the block retaining wall system around the ball fields as needed. Will bidders have the opportunity to submit unit pricing for this requirement?

A. We typically perform 1-2 small repairs yearly. This is usually needed to replace broken, loose and missing block. Take into account 2 repairs/replacements at 50 square feet each occurrence or 100 square feet total, yearly in your proposal. We will solicit quotes for additional work if necessary. (This traditionally has been inspected for and reported in house as part of the daily trash pickup duties)

Paul M. Neal Park

Q #16 Tennis court net to be installed, removed, and adjusted as needed. Will bidders have the opportunity to submit unit pricing for this requirement?

A. For the purposes of this proposal anticipate 4 repairs to tennis nets.

Village Sign Beds

Q #17 Install many annual flats of flowers in the four (4) Village entry sign beds. What is the requirement with regard to quantity of flowers desired for each sign bed?

A. This service has been donated the past several years. I highly suggest that all contractors look at what is presently planted in these beds to obtain a general ideal of the expectations, these beds will be subject to plant replacement in the fall of annuals adapted to fall growing conditions. Base proposals on 20 flats of annuals in the spring and 36 18" (3gallon) Mums in the fall

Q #18 Replace and repair the block retaining wall system around the sign as needed. Will bidders have the opportunity to submit unit pricing for this requirement?

A. The need for this work is very rare. If replacement or repairs to these walls becomes necessary the Village will solicit price quotes. Do not include this item in the proposals.

V. The following question pertains to the submission of the completed rfp:

Q #1 The rfp contains specific forms (Exhibit B – Bid Bond) for the submission of a bid bond with this rfp. The instructions to bidders Section 4 – Financial Assurance, paragraph A. states that a security deposit is not required. Will bidders be required to submit a bid bond along with their completed rfp? If so, what amount will be required?

A. A bid bond is not required in conjunction with the submittal of this completed rfp.

Additional Landscape Questions

Q #1 Do we need to blow out sprinkler systems?

A. No, this is not part of this rfp

Q #2 Do we repair sprinkler system/if so what make are they?

A. In cases of damage by contractor, repairs must be made. There are several makes of systems that the Village maintains

Q #3 About how many functions are at Cook Park?

A. There are 10 out to lunch functions and approximately 10 other functions that take place at Cook Park. The number of other functions varies from year to year based on the quantity of permit requests the Village approves.

Q #4 How many garbage cans to pick up in Village Parks?

A. The parks have approximately 125 garbage cans that need to be maintained/picked up. These consist of approximately 100 (55 gallon) and 25 decorative (15-35 gallon) containers. These numbers vary slightly from year to year and are typically based on demand and availability of containers.

Q. #5 Do the S&U sites require maintenance at the same level as Parks? Will they require that the beds are maintained the same and brought up to snuff.

A. The level of maintenance at the S&U sites will be a bit different then the park specifications, they will require the beds and trees to be edged 1 time per year with the addition of the mulch in the spring. The park beds are to be edged 8 times per year (the initial edging shall be performed as part of the mulch installation in the spring), and all tree beds at all sites are to be trimmed as part of the turf mowing operations. All sites require the addition of 2" of quality shredded hardwood mulch in the spring. All mulch beds and trees at all sites are to be brought up to snuff. Mowing, fertilization and weed control are to be at the same level of service at the S&U sites as in the park sites.

Q. #6 Will the Village award a contract to several contractors or just one?

A. The Village would prefer to award to one contractor, however landscaping operations and snow removal could be awarded to two different contractors.

Q. #7 Is Duane Laska/Cambridge Knoll included in this contract?

A. Yes they fall under the parks sites, this park will be re-named in the near future and for the purposes of this contract Duane Laska and Cambridge Knoll Park should be considered one and the same.

Q. #8 Will the contractor be allowed to drive a large area mower from park to park?

A. A large area mower will be allowed to drive from site to site within the Village of Libertyville limits with the proper use of required lighting and slow moving vehicle placards. The equipment is not to remain on Village owned property over night.

Q. The specifications for shrub bed fertilization call for 2 lbs. per 1000 square feet while the tree fertilization is at 2 lbs. per 100 square feet. Are these both correct?

A. Yes, both of these are correct with the additional caveats: 2 lbs of N per using the specified 1-1-1 ratio given and the tree fertilization square footage requirement is to be figured using the total square footage of the canopy for each tree fertilized.

Additional Snow Removal Questions

- Q. #1 Would the contract for snow removal operations start this snow season or the next?
- A. The contract for snow removal will take place next season, (2013-2014) with the possible exception of the V-plow routes since the Village's V-plow is non operational at this time. V-plow routes may begin this season, (2012-2013)
- Q. #2 On the snow maps there are areas designated as fire routes. Would these routes consist of a 2 pass width?
- A. Yes, The fire department needs to have access to the buildings in case of an emergency. For proposal purposes this path will need to be a minimum of 14' wide (2 passes with a 7' or larger plow).
- Q. #3 Will contractor have to trailer in v-plow equipment or otherwise can the contractor store this equipment at a Village owned building.
- A. For the purposes of this proposal the equipment shall not be stored at a Village building and must be transported in as needed. The equipment is not to remain on site when not being operated.
- Q. #4 Will the contractor be responsible for repairs of turf, bushes etc...in operating v-plow.
- A. The contractor will be liable for all repairs made during snow removal operations conducted by the contractor.



CASEY NURSERY & LANDSCAPING

28320 Hilltop Terrace • Mundelein, Illinois 60060 • Phone (847) 367-8188 • Fax (847) 367-8189

MEMBER:

*Illinois Nursery Men's
Association*

*Illinois Landscape
Contractors' Association*

September 18, 2012

Village of Libertyville,

I would like to thank the village of Libertyville and the parks department for
The opportunity to bid on the proposal for the 2013 season.

Casey landscaping has been in business for 45 years and currently maintaining
Approximately 120 properties during the season. At this time we are not geared
For a daily service at 7 days a week with cleaning program. The majority of our
maintenance is done once a week. I feel we would not be able to service the
Village with the high quality we are accustomed to providing.

Thank you very much for including us in your proposal process.

A handwritten signature in cursive script that reads "Ken Chapin".

Sincerely

A. Kenneth Chapin

EXHIBIT C

Sealed Price Proposals
 Mowing, Landscaping, Trash, Playgrounds, and Snow Removal Operations
 Opened 9-20-12

Village of Libertyville
 Public Works Department

Parks Division	Parks	J&E Nursery	TGF Enterprises	Landscape Concepts
Mowing, Landscaping, Trash Removal and	\$275,845.54	\$251,332.50	\$315,815.72	\$451,800.00
Snow Removal	\$34,973.25	\$50,834.25	\$36,417.25	\$45,185.50
Subtotal	\$310,818.79	\$302,166.75	\$352,232.97	\$496,985.50
S & U Division	S&U	J&E Nursery	TGF Enterprises	Landscape Concepts
Mowing and Landscaping	\$44,168.00	\$48,522.00	\$19,768.00	\$46,376.00
Total	\$354,986.79	\$350,688.75	\$372,000.97	\$543,361.50
Parks Division Options	Parks	J&E Nursery	TGF Enterprises	Landscape Concepts
Options	\$15,889.00	\$22,718.75	\$38,050.00	\$106,793.00

Streets and Utilities Division Comparison

Mowing and Landscaping	Location	Approx. Size in Acres	S&U Division	J&E Nursery	TGF Enterprises	Landscape Concepts
Winchester Tower		0.25		\$1,280.00	\$247.10	\$604.00
Industrial Pump Station	1801 Industrial Dr.	0.25		\$1,280.00	\$247.10	\$578.00
Centrum Water Reservoir Pumping Station	1860 Peterson Road	0.5		\$1,400.00	\$494.20	\$1,780.00
Bell Lane		0.25		\$1,280.00	\$247.10	\$222.00
Across from McDonalds along S. Milwaukee		0.5		\$1,400.00	\$494.20	\$646.00
West Ellis Ave Lot		0.25		\$1,280.00	\$247.10	\$684.00
Abbey Court cul de sac	1100 block - cul de sac circle	0.05		\$528.00	\$247.10	\$445.00
Winchester Road by high tension wires	Both sides	0.5		\$1,400.00	\$494.20	\$982.00
Lake St. Com Ed by high tension wires	Both sides	0.5		\$1,400.00	\$494.20	\$312.00
Appley lot	234 Appley Avenue - Village owned empty lot	0.25		\$1,280.00	\$247.10	\$578.00
919 Bartlett Terrace	Cul de sac circle	0.05		\$528.00	\$247.10	\$302.00
2nd Street Pump House and lot by lumber yard	515 N. Second Street	0.25		\$1,280.00	\$247.10	\$624.00
Newberry Pump House	150 Newberry Avenue	0.25		\$1,280.00	\$247.10	\$704.00
2nd & Appley viaduct to Oak Spring canoe launch	Both sides of road	2.25		\$2,080.00	\$2,223.90	\$2,225.00
Oak Spring/St. Mary's - southwest corner		0.25		\$1,280.00	\$247.10	\$312.00
Schertz Building	200 E. Cook Avenue	1		\$1,800.00	\$988.40	\$5,095.00
Kempton & Florshiem		0.5		\$1,400.00	\$494.20	\$985.00
Greentree Pkwy	200 block cul de sac	0.125		\$528.00	\$247.10	\$357.00
Greentree Pump House	1230 Garfield Avenue	0.25		\$1,280.00	\$247.10	\$437.00
Tall Tree Court		0.25		\$1,280.00	\$247.10	\$1,070.00
1000 Juniper (cul de sac)	Cul de sac circle	0.25		\$1,280.00	\$247.10	\$337.00
Garfield Pump House	420 Garfield Avenue	0.25		\$1,280.00	\$247.10	\$704.00
Rockland west end		0.25		\$1,280.00	\$247.10	\$646.00
Crane & Rockland (race track)	Dean Larson Island	0.75		\$1,400.00	\$741.30	\$2,158.00
Park Avenue from Dymond to Blueberry	North Side	0.75		\$1,400.00	\$741.30	\$1,976.00
249 Butterfield	Village owned empty lot	0.25		\$1,280.00	\$247.10	\$704.00
600 North Avenue	Public Works Facility	0.75		\$1,600.00	\$741.30	\$903.00
North Shore Bikepath	4th Avenue to 1/4 mile west of Butterfield Road	7		\$6,800.00	\$6,918.80	\$17,388.00
230 Lake Street - vacant lots	Northwest side of Lake Street near Brainerd	0.3		\$1,280.00	\$247.10	\$1,074.00
1600 South Milwaukee	Southeast corner of Rte 21 and Artaius Pkwy	0.25		\$1,280.00	\$247.10	\$772.00
Liberty Bell in cul de sac	100 block of Liberty Bell Lane	0.1		\$528.00	\$247.10	\$772.00
Fertilizer - added by J&E Nursery				\$3,850.00		
	Subtotal	19.375	\$44,168.00	\$48,522.00	\$19,768.00	\$46,376.00

Parks Division Comparison

Mowing, Landscaping, Trash Removal and Playgrounds	Location	Approx. Size in Acres	Parks Division	J&E Nursery	TGF Enterprises	Landscape Concepts
Adler Memorial Park	1500 N. Milwaukee Avenue	1.00		\$37,875.00	\$98,840.00	\$54,128.00
Adler Pool	1501 N. Milwaukee Avenue	1		\$2,550.00	\$988.40	\$10,944.00
Blueberry Park	220 Blueberry Road	9		\$7,662.50	\$8,895.60	\$5,936.00
Bolander Park	625 W. Winchester Road	5.3		\$5,150.00	\$5,238.52	\$14,392.00
Butler Lake Park	810-817 W. Lake Street	58.4		\$31,985.00	\$57,722.56	\$38,824.00
Cambridge Knoll Park	605 Garfield Road	1.1		\$1,280.00	\$1,087.24	\$6,480.00
Canterbury Park	1200 W. Golf Road	12		\$9,300.00	\$11,860.80	\$28,808.00
Charles Brown Park	1015 Dawes Avenue	21.5		\$7,450.00	\$21,252.75	\$48,752.00
Cook Memorial Park	413 N. Milwaukee Avenue	1.7		\$13,950.00	\$1,680.28	\$21,512.00
Gilbert Stiles Park	1670 Cass Avenue	3.5		\$3,825.00	\$3,459.40	\$11,048.00
Greentree Park	500 Greentree Pkwy	8		\$7,950.00	\$7,907.20	\$19,688.00
Jo Ann Eckmann Park	Nathan Lane	4.8		\$3,312.50	\$4,744.32	\$14,816.00
Kenloch Park	142 Kenloch	0.42		\$2,250.00	\$4,15.13	\$6,024.00
Nicholas Dowden Park	920-921 Crane Blvd	17.9		\$10,300.00	\$17,692.36	\$45,376.00
Paradise Park	606 Paradise Lane	8.5		\$5,740.00	\$8,401.40	\$9,904.00
Paul N. Neal Park	New Castle Court	6.9		\$6,337.50	\$6,819.96	\$12,552.00
Red Top Park	900 Red Top Drive	24.5		\$10,480.00	\$24,215.80	\$33,096.00
Riverside Park	700 Riverside Drive	13		\$8,760.00	\$12,849.20	\$28,112.00
Sunrise Rotary Park	250 N. Milwaukee Avenue	1.2		\$2,400.00	\$1,186.08	\$5,976.00
Timber Creek Park	1918 Darnell St	9		\$5,155.00	\$8,895.60	\$9,784.00
Willis Overholser Park	1500 Virginia Avenue	6.7		\$5,240.00	\$6,622.28	\$17,128.00
Walking and Biking Trails		3.8		\$3,000.00	\$4,942.00	\$3,200.00
(4) Village Entrance Sign Beds	176 east, 176 west, 21 north, 21 south	0.1		\$4,480.00	\$98.84	\$5,320.00
Mulch - added by J&E Nursery				\$23,250.00		
Fertilizer - added by J&E Nursery				\$31,950.00		
** If we were to provide this per specs**			\$39,755.00			
** Fertilizer and Herbicide added by Parks**			\$275,845.54	\$251,332.50	\$315,815.72	\$451,800.00
Subtotal		314.52				

Parks Division Options Sheet	Parks Division	J&E Nursery	TGF Enterprises	Landscape Concepts
Fertilize shrub beds in all parks	\$350.00	\$1,405.00	\$8,100.00	\$485.00
Fertilize trees and ornamentals in all parks	\$3,500.00	\$4,500.00	\$10,500.00	\$37,800.00
Aerate all park turf areas	\$5,064.00	\$8,500.00	\$10,000.00	\$33,408.00
Supply and add certified playground mulch to maintain minimum 12" depth	\$6,975.00	\$8,313.75	\$9,450.00	\$35,100.00
Subtotal	\$15,889.00	\$22,718.75	\$38,050.00	\$106,793.00

Contractual Snow Removal

Snow Plowing Park Lots
(minimum 4-wheel drive vehicle with 8' plow)

Equipment Size	Hourly Rate
1 Ton 8' Plow	\$95.00
Pick Up with 8' plow	\$90.00
2-Ton 10' plow	\$120.00

J&E Nursery	Pickups	\$65.00
	1-ton with Salter	\$85.00
	New Holland Skid steer	\$125.00
	12-ton truck	\$95.00
Front End Loader	\$195.00	

TGF Enterprises	Pick up Style Plow	\$65.00
	1 Ton Plow/ Salter	\$85.00
	Heavy Duty Plow	\$95.00

Snow Removal Village Park Road
(minimum 4-wheel drive vehicle with 8' plow)

Equipment Size	Hourly Rate
1 Ton 8' Plow	\$95.00
Pick Up with 8' plow	\$90.00
2-Ton 10' plow	\$120.00

J& Nursery	Front End Loader	\$195.00
	12-ton truck	\$95.00
	6-Wheelers	\$125.00
	New Holland Skid steer	\$125.00

TGF Enterprises	Pick up Style Plow	\$65.00
	1 Ton Plow/ Salter	\$85.00
	Heavy Duty Plow	\$95.00

Parks Division Snow Removal Comparison

Hours from 2 Year average -2011-12

Snow Plowing Park Lots and Village Park Road

Hourly Rate	Hours	Parks Costs	Contractor Costs
\$58.48	62.1	\$3,631.76	\$5,899.50
\$60.49	118.8	\$7,186.17	\$10,692.00
Subtotal		\$10,817.93	\$16,591.50

\$60.49	118.8	\$7,186.17	\$7,722.00
\$58.48	62.1	\$3,631.76	\$5,278.50
Subtotal		\$10,817.93	\$13,000.50

\$60.49	118.8	\$7,186.17	\$7,722.00
\$58.48	62.1	\$3,631.76	\$5,278.50
Subtotal		\$10,817.93	\$13,000.50

Snow Removal Sidewalks and Pathways

Unit Size	Hourly Rate
Landscaping Concepts	
Laborer	\$35.00
Laborer with Blower	\$48.00
J& Nursery	
Holder	\$145.00
New Holland Skid steer	\$125.00
Snow Blower with Laborer	\$55.00
TGF Enterprises	
Tractor with Plow	\$65.00
Laborer - Shovel and Blower	\$40.00

Snow Removal Sidewalks with V Plow

Unit Size	Hourly Rate
Landscaping Concepts	
Laborer	\$35.00
Laborer with Blower	\$48.00
Small Tractor with 50" V Plow	\$72.00
J& Nursery	
Holder	\$145.00
New Holland Skid steer	\$125.00
Snow Blower with Laborer	\$55.00
TGF Enterprises	
Tractor with V-plow	\$69.00
Laborer with Blower and Shovel	\$40.00

Snow Removal Sidewalks and Pathways

Hourly Rate	Hours	Parks Costs	Contractor Costs
\$39.15	220	\$8,612.80	\$7,700.00
\$50.58	140	\$7,081.59	\$6,720.00
Subtotal		\$15,694.39	\$14,420.00
\$43.60	360	\$15,694.39	\$19,800.00
Subtotal		\$15,694.39	\$19,800.00
\$43.60	360	\$15,694.39	\$14,400.00
Subtotal		\$15,694.39	\$14,400.00

Snow Removal Sidewalks with V Plow

Hourly Rate	Hours	Parks Costs	Contractor Costs
\$75.05	85.75	\$6,435.92	\$6,174.00
Subtotal		\$6,435.92	\$6,174.00
\$75.05	85.75	\$6,435.92	\$12,433.75
Subtotal		\$6,435.92	\$12,433.75
\$75.05	85.75	\$6,435.92	\$5,916.75
Subtotal		\$6,435.92	\$5,916.75

Deicer Materials	
Road Salt 1 ton bag	Sidewalk Salt - 50 lbs
Landscape Concepts	\$180.00
J&E Nursery	\$140.00
TGF Enterprises	\$80.00
Parks Division	\$55.00
	\$44.00
	\$28.00
	\$15.00
	\$9.25

Snow Removal and Hauling

(min of 2 cy front end loader and 2-ton dump with 5 cy capacity)

Hourly Rate	
Landscape Concepts	259 - 2 pieces
J&E Nursery	\$95 - 12 ton truck
J&E Nursery	\$195 - front end loader
TGF Enterprises	\$190 - 2 yd loader with operator and 5 yd dump

Cost Comparisons with Deicer Materials	
Based on 20 tons road salt and 100 bags sidewalk salt	
Landscape Concepts	Total
J&E Nursery	Total
TGF Enterprises	Total
Parks Division	Total
	\$45,185.50
	\$50,834.25
	\$36,417.25
	\$34,973.24

Budget Summary Combined

EXHIBIT D
REVISED

Parks Maintenance
Account Summary

Category	Account No. 01-07-01		Parks Approved Budget	J&E Budget with Changes	TGF Budget with Changes	LCM Budget with Changes
Salaries	701	Salaries - Full Time	\$628,489	\$512,959	\$512,959	\$512,959
Salaries	702	Salaries - Part Time	\$18,775	\$0	\$0	\$0
Total Salaries			\$647,264	\$512,959	\$512,959	\$512,959
Benefit	720	Insurance	\$129,720	\$108,561	\$108,561	\$108,561
Benefit	740	Sick Leave Buy Back	\$0	\$0	\$0	\$0
Benefit	747	Unemployment	\$5,100	\$30,000	\$30,000	\$30,000
Benefit	793	IMRF	\$69,160	\$56,058	\$56,058	\$56,058
Benefit	794	FICA	\$44,460	\$36,412	\$36,412	\$36,412
Total Benefits			\$248,440	\$231,031	\$231,031	\$231,031
Contractual	705	Contractual Services	\$16,418	\$318,585	\$368,651	\$513,404
Contractual	721	IRMA	\$39,650	\$39,650	\$39,650	\$39,650
Total Contractual			\$56,068	\$358,235	\$408,301	\$553,054
Utility	708	Electricity	\$4,500	\$4,500	\$4,500	\$4,500
Utility	709	North Shore Gas	\$1,600	\$1,600	\$1,600	\$1,600
Utility	710	Telephone	\$2,300	\$2,300	\$2,300	\$2,300
Total Utility			\$8,400	\$8,400	\$8,400	\$8,400
Commodity	706	Materials and Supplies	\$10,750	\$10,150	\$10,150	\$10,150
Commodity	711	Oil & Grease	\$2,000	\$500	\$500	\$500
Commodity	723	Office Supplies	\$500	\$500	\$500	\$500
Commodity	726	Travel & Training	\$2,160	\$2,160	\$2,160	\$2,160
Commodity	728	Contractual Tree Removal	\$115,000	\$115,000	\$115,000	\$115,000
Commodity	729	Nursery Stock & Trees	\$22,750	\$22,750	\$22,750	\$22,750
Commodity	730	Equipment Rental	\$300	\$150	\$150	\$150
Commodity	752	Uniforms	\$4,620	\$3,904	\$3,904	\$3,904
Commodity	791	Vehicle Replacement Fees	\$110,178	\$59,994	\$59,994	\$59,994
Commodity	799	Miscellaneous	\$2,910	\$2,910	\$2,910	\$2,910
Total Commodity			\$271,168	\$218,018	\$218,018	\$218,018
Capital	790	Capital Outlays	\$0	\$0	\$0	\$0
Total Capital			\$0	\$0	\$0	\$0
Repair & Maint.	712	Maint - Buildings	\$7,750	\$7,750	\$7,750	\$7,750
Repair & Maint.	713	Maint - Grounds	\$35,300	\$18,500	\$18,500	\$18,500
Repair & Maint.	714	Maint - Motor Equip Fees	\$86,350	\$43,175	\$43,175	\$43,175
Repair & Maint.	715	Maint - Other Equip	\$10,950	\$5,000	\$5,000	\$5,000
Repair & Maint.	716	Maint - Roads & Pkg Lots	\$500	\$500	\$500	\$500
Repair & Maint.	736	Maint - Radios	\$4,600	\$4,600	\$4,600	\$4,600
Total Repair & Maintenance			\$145,450	\$79,525	\$79,525	\$79,525
Total Parks Maintenance Expenditures			\$1,376,790	\$1,408,168	\$1,458,234	\$1,602,987
Additional Fertilizer and Weed Control to match specs			\$39,755			
			\$1,416,545	\$1,408,168	\$1,458,234	\$1,602,987

Budget Summary Combined

Parks Maintenance
Account Summary

Category	Account No. 01-07-01		Parks Approved Budget	J&E Budget with Changes	TGF Budget with Changes	LCM Budget with Changes
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Benefit	720	Insurance	\$129,720	\$108,561	\$108,561	\$108,561
Benefit	740	Sick Leave Buy Back	\$0	\$0	\$0	\$0
Benefit	747	Unemployment	\$5,100	\$30,000	\$30,000	\$30,000
Benefit	793	IMRF	\$69,160	\$56,058	\$56,058	\$56,058
Benefit	794	FICA	\$44,460	\$36,412	\$36,412	\$36,412
Total Benefits			\$248,440	\$231,031	\$231,031	\$231,031
Contractual	705	Contractual Services	\$16,418	\$318,585	\$368,651	\$513,404
Contractual	721	IRMA	\$39,650	\$39,650	\$39,650	\$39,650
Total Contractual			\$56,068	\$358,235	\$408,301	\$553,054
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Utility	709	North Shore Gas	\$1,600	\$1,600	\$1,600	\$1,600
Utility	710	Telephone	\$2,300	\$2,300	\$2,300	\$2,300
Total Utility			\$8,400	\$8,400	\$8,400	\$8,400
Commodity	706	Materials and Supplies	\$10,750	\$10,150	\$10,150	\$10,150
Commodity	711	Oil & Grease	\$2,000	\$500	\$500	\$500
Commodity	723	Office Supplies	\$500	\$500	\$500	\$500
Commodity	726	Travel & Training	\$2,160	\$2,160	\$2,160	\$2,160
Commodity	728	Contractual Tree Removal	\$115,000	\$115,000	\$115,000	\$115,000
Commodity	729	Nursery Stock & Trees	\$22,750	\$22,750	\$22,750	\$22,750
Commodity	730	Equipment Rental	\$300	\$150	\$150	\$150
Commodity	752	Uniforms	\$4,620	\$3,904	\$3,904	\$3,904
Commodity	791	Vehicle Replacement Fees	\$110,178	\$59,994	\$59,994	\$59,994
Commodity	799	Miscellaneous	\$2,910	\$2,910	\$2,910	\$2,910
Total Commodity			\$271,168	\$218,018	\$218,018	\$218,018
Capital	790	Capital Outlays	\$0	\$0	\$0	\$0
Total Capital			\$0	\$0	\$0	\$0
Repair & Maint.	712	Maint - Buildings	\$7,750	\$7,750	\$7,750	\$7,750
Repair & Maint.	713	Maint - Grounds	\$35,300	\$18,500	\$18,500	\$18,500
Repair & Maint.	714	Maint - Motor Equip Fees	\$86,350	\$43,175	\$43,175	\$43,175
Repair & Maint.	715	Maint - Other Equip	\$10,950	\$5,000	\$5,000	\$5,000
Repair & Maint.	716	Maint - Roads & Pkg Lots	\$500	\$500	\$500	\$500
Repair & Maint.	736	Maint - Radios	\$4,600	\$4,600	\$4,600	\$4,600
Total Repair & Maintenance			\$145,450	\$79,525	\$79,525	\$79,525
Total Parks Maintenance Expenditures			\$1,376,790	\$1,408,168	\$1,458,234	\$1,602,987
Additional Fertilizer and Weed Control to match specs			\$39,755			
			\$1,416,545	\$1,408,168	\$1,458,234	\$1,602,987

Memorandum

To: Chairman Drew Cullum and Members of the Parks and Recreation Committee

From: Connie Kowal, Director of Recreation and Sports Complex

Date: October 31, 2012

Subject: Integrity Physical Therapy

Integrity Physical Therapy has been a tenant at the Libertyville Sports Complex for many years. In December of 2010, Integrity requested an extension of their lease for a 3-year period starting in January of 2011. I was formally notified by their Counsel in late September that they look to close several of their offices around the country (they have closed their Libertyville location already), and look to terminate their Lease with the Village. The current lease is to expire at the end of December 2013.

Staff recommends that we strive to achieve a one-lump payment covering their current rental obligation covering the 2012-13 fiscal year for the Village, and a major portion of their year 3 commitment covering the majority of the months of their lease ending December 2013 so as to give us a jump start in our 2013-14 fiscal and finding new tenant options.

Memorandum

To: Chairman Drew Cullum and Members of the Parks and Recreation Committee

From: Connie Kowal, Director of Recreation and Sports Complex

Date: October 31, 2012

Subject: Other Updates/Follow-up

A) EAB (Memo Attached)

B) ADA Swimming Pool (Memo Attached)

C) Downtown Sidewalk Cleaning (Memo Attached)

D) Libertyville Recreation and Sports Complex Events Schedule (attached)

Attached are the events for the Libertyville Sports Complex and Recreation Department

E) Marketing and Publicity (attached)

Attached are various articles and pictures regarding the marketing of the Recreation and Sports Complex Department.

F) Lease Agreements with Sports Organizations

G) Other



MEMORANDUM

To: John Heinz; Director of Public Works
From: Jim Barlow; Superintendent of Parks
Date: October 30, 2012
Re: EAB Update/Summary

A total of 812 Ash trees have been treated for the Emerald Ash Borer. We have used 2 different treatment methods, Tree-age trunk injections and Xytect root injections. We have been able to treat more trees than we anticipated due to the lower prices we have obtained. All of the trees we planned on treating in the 2012 season have been treated as of 6-18-12. Staff has made a preliminary inspection of these trees for the results of the treatments and will continue to monitor them to help determine the outcome and plan for future treatments.

Staff has removed 128 of the 250 EAB infested trees identified for removal in FY 2012-13. Staff will continue to remove the remainder of these trees until they have been removed. Staff would like to review the progress of these removals in February to determine if this goal can be met using internal staff. We will remove other infested trees as needed.

A local vendor (Casey Landscaping) has ground 142 stumps, (54 stumps in round #1 and 89 stumps in round #2) and restored the parkways. This stump grinding includes both EAB trees removed and other trees that have needed removal due to being hazardous. The restoration of the parkways was slightly hampered due to current weather conditions. Depending on the weather and trees removed we are planning on having a 3rd round of stumps, (60-70) ground before winter sets in.

Staff has received bids to replace trees this fall for our 50/50 tree planting program. We have received orders for 121 trees. All orders have been processed and Staff has provided this information to the vendor. Staff has worked out details with the vendor regarding insurance, bonds and planting dates. The vendor intends to plant these trees the week of November 5th. The trees are expected to be planted in 4-5 days, (weather permitting). In any case the trees are to be planted no later than November 30, 2012. I expect they will be planted sooner than this.



MEMORANDUM

To: Connie Kowal; Director of Sports Complex and Recreation
From: Jim Barlow; Superintendent of Parks
Date: October 30, 2012
Re: Adler Pool ADA Update/ Summary

As you are aware we are in the process of updating Adler Pool to comply with the Federal guidelines to make the pool handicap accessible. This work involves State permitting, inspections and installation of a handicap lift and rails with a landing area.

We have been working with TRIA Architects on this issue. To date we have obtained plans, state approval to proceed with the changes, the lift, and the railings have been ordered. They are scheduled to arrive in approximately 3 weeks.

Staff met with the Architect and Engineer for this project Friday October 19, 2012. The purpose of this meeting is to make sure that we are installing these properly in the correct locations to ensure proper operation and to discuss any questions or concerns we may have. The overall intention for all concerned is to make sure that when the final inspection is made that everything checks out and our operating permit is approved by the State.

We intend to install the lift the week of October 29, 2012. We are waiting on an installation bracket we need. This will be installed ASAP as the weather permits. We also intend to install a landing area and ramp soon, (weather permitting). We are working with the design engineer on this. Due to hurricane Sandy he is stranded in North Carolina as this is being written. We intend to install the rails when they arrive if weather conditions permit. As soon as all of this work is done I will make the necessary arrangements for final approval by the State. This will take place no later than May 10, 2013.

The ultimate goal is to have everything in place and approved by the State to completely comply with these mandated ADA requirements before opening the pool on Memorial Day weekend 2013.



MEMORANDUM

To: John Heinz; Director of Public Works
From: Jim Barlow; Superintendent of Parks
Date: October 30, 2012
Re: Downtown Sidewalk Cleaning and Gum Removal

I have contacted four companies to provide pricing to clean the sidewalks and remove gum. All of the vendors that I solicited were told to clean the walks and remove gum on both the East and West Milwaukee Ave. walks. The Northern boundary was to be the railroad tracks and the Southern boundary was to be Broadway. The walks are in need of cleaning in general with some areas needing more work than others.

Two of the companies contacted have years of experience in Chicago and other nearby communities. Both companies have the necessary equipment and ability to get the job done. Two of the companies have some equipment but this is not a typical job for them. They are both local landscape companies. Below is the summary of prices I have received.

Company	Cost
Chicago Power Clean	\$2,575.00
ACS PowerWash	\$6,145.00
Casey Landscaping, Inc.	\$4,649.00
Landscape Concepts Management	\$7,656.00

I have attached the quotes for review.

Based on the prices above and the reputation of the company, I recommend that we have Chicago Power Clean perform the work. The job will be done in one night. Their representative, Christopher Stevens recommended that this take place in the spring every year.

The Village can budget for this in the upcoming fiscal year and I can make the necessary arrangements with them. This work can be performed for our yearly Libertyville Days event.

Chicago Power Clean

PO Box 1401

Arlington Heights, IL 60006

Quote

Date	Quote #
10/25/12	1857

Name / Address
Village of Libertyville 544 NorthAve Libertyville, IL 60048

Rep	Project
Chris	10-25-12

Description	Qty	Total
Cement Cleaning, Heavy power washing 3,500 OPSI water @ 6 gallons a minute @ 212 degrees will be used. High alkali, eco friendly cleaners and surface cleaners will be used on all areas. 99% or better chewing gum removal guaranteed. All building lines & sidewalk joints cleaned free of dirt. All aluminum door & window frames protected. All curb front & edges cleaned free of black rubbers marks from tires (except when painted with latex). All lower half of the building next to the sidewalk(S) rinsed. All dirt rinsed at least 20 feet from sidewalk to prevent it from tracking back up. All debris swept up. All work done before stores open Work can be performed over-night, approximate time 1 day		2,575.00

Thank you for the opportunity to bid this work !	Total	\$2,575.00
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ACS PowerWash

October 29, 2012

Village of Libertyville
Mr. Jim Barlow, Superintendent of Parks
544 North Ave.
Libertyville, IL 60048

Mr. Barlow,
I would like to introduce you to our company, ACS PowerWash.

ACS PowerWash is Chicagoland's premier source for commercial and industrial pressure washing. For over 17 years ACS PowerWash has dedicated itself to the restoration and preservation of your property's appearance. Our wide variety of cutting edge equipment allows us to resolve an array of property issues from aesthetic to practical. Whether it's re-stripping a parking lot or pressure washing & de-greasing a parking garage, our trained professionals are here to evaluate and take care of all of your cleaning needs.

At ACS PowerWash we pride ourselves on our service. No matter what the job, you have our guarantee that the service you receive will exceed your expectations. Since 1995, we have been a leader in the field of professional power washing. We base our success on the quality of our equipment and the high level expertise of our staff. We are always evolving to meet the ever changing needs of our customers, whatever they may be.

We have built our reputation by consistently displaying our high level of knowledge in pressure washing, proper techniques and the correct chemicals for the job. It's our level of expertise and passion for the work that has allowed us to continue to expand and develop for over 17 years.

When you hire ACS PowerWash, you are hiring professionals who have made this their life's work. We use the most cutting edge in cleaning equipment available because we are meticulous about the quality of our work. And you can rest assured that our managers will always follow up directly with you to make sure the job is done right. Any service less than exceptional is unacceptable.

We have excellent references including; Costco Wholesale, Sawdust Investments, Village of Highland Park as well as many others.

Should you have any questions or concerns please do not hesitate to contact us. Thank you again for the opportunity and I look forward to establishing a long lasting relationship with you and the Village of Libertyville.

Respectfully,



Brian Boldt

President

ACS PowerWash

"Large Enough to Serve Small Enough to Care"



October 29, 2012

Village of Libertyville
Mr. Jim Barlow, Superintendent of Parks
544 North Ave.
Libertyville, IL 60048

Jim,

This is a proposal for us to provide the pressure washing of the downtown business district sidewalks that are comprised of Brick Pavers and poured in place concrete.

The sidewalks that are included within this proposal run along Milwaukee both East and West sides of starting at the railroad crossing and continuing through to Broadway. Where cross streets intersect with the sidewalks, washing will include going around the corner up to where the brick pavers stop. Upon inspection of these areas we would recommend that busier / higher traffic areas get washed twice (2x's) a year and that washing take place during the overnight hours. This will minimize disruptions for businesses, interfering with pedestrian traffic and the public's safety. The washing of these areas should take approximately 5-7 nights with the village providing water access from fire hydrants (w/meter) along Milwaukee Ave.

The equipment that use for the cleaning the sidewalks includes using our self generating Hot Water Pressure Washers that deliver 3200 psi at 8gpm with up to 190* water, treatment of stained and high traffic areas with detergent (Environmentally safe), the removal of gum and rinsing off of the store fronts. When removing gum from porous surfaces such as brick or concrete, the gum is melted away with our Hot water machines, however a shadow / stain will remain and will fade over time with the elements.

Our Ten (10) step cleaning process is as follows:

1. Relocate garbage cans, ashtrays and carpets (ensures a complete washing)
2. Pre-treat stains and high traffic areas with our Heavy Duty Detergents. (Environmentally safe)
3. Pressure Wash the entire sidewalk area with the use of a surface spinner (provides deep & even cleaning)
4. Pressure Wash the heavily soiled and stained areas with a hand wand.
5. Wash the dirt & grime from the expansion joints.
6. Removal of any gum. (shadow will remain)
7. Rinse storefronts free of dirt and debris 8-10' up from sidewalk.
8. Thoroughly rinse dirt and grime from the sidewalk surfaces.
9. Relocate any garbage cans, ashtrays and or carpets back to their original location.
10. Manager walks and inspects washed surfaces ensuring the highest in quality service has been delivered.



Due to the amount of debris that will be washed from the sidewalks we do recommend the village schedules to have the streets swept in the mornings following the previous nights washing. There is a chance that businesses could have water seeping into their stores through either deteriorated, poor adjustment or missing: thresholds, door, windows or window seals. ACS PowerWash won't be held responsible for water that might get into tenant spaces during the cleaning process.

The amount for washing of the sidewalks in the downtown business district as specified above would be \$ 6145.00 (with water supplied from hydrants along Milwaukee Ave) Should you choose to have additional areas washed beyond the above specified that would be invoiced at \$ 0.12 sf. Upon completion of work, an invoice will be submitted and is payable net Thirty (30) days. Unpaid balances are subject to interest at the rate of 2.0 percent per month or the maximum permissible under state law, starting from the invoice date.

WE GUARANTEE YOUR COMPLETE SATISFACTION.

ACCEPTED AND AGREED TO BY:

ACS PowerWash

Village of Libertyville

Signed: 

Signed: _____

By: Brian Boldt

By: _____

Date: October 29, 2012

Date: _____

PROPOSAL

14656

CASEY LANDSCAPING, INC.
28320 N. Hilltop Terrace
MUNDELEIN, ILLINOIS 60060

(847) 367-8188
FAX (847) 367-8189

TO: Village Of Libertyville

544 North Ave
Libertyville, IL 60048
PARKS DEPT.

PHONE	DATE 10/29/2012
JOB NAME / LOCATION Power Washing Side Walks	
JOB NUMBER	JOB PHONE

We hereby submit specifications and estimates for:

1. Power wash side walks & remove gum on concrete East side of Milwaukee Ave. from Broadway to NewBerry
2. Power wash side walks & remove gum on West side of Milwaukee Ave. NewBerry south to Broadway or Center Drive of PNC Bank
3. Water supply from village where possible, other water from Casey truck & tank

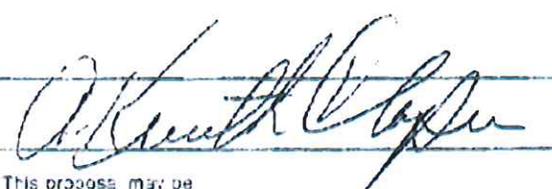
We Propose hereby to furnish material and labor — complete in accordance with the above specifications, for the sum of:

Four Thousand Six Hundred Forty Nine and 00/100 Dollars dollars (\$ 4,649.00)

Payment to be made as follows:

Due Upon Completion

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owners to carry fire, liability, and other necessary insurance. Our workers are fully covered by Workers Compensation insurance.

Authorized Signature: 
Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____
Signature _____

Date of Acceptance: _____



October 26, 2012

WORK ORDER #22663

PROPOSAL FOR
 JIM BARLOW
 LIBERTYVILLE, VILLAGE OF
 MILWAUKEE AVENUE STREETScape
 MILWAUKEE AVENUE
 LIBERTYVILLE, IL 60048

DESCRIPTION OF WORK TO BE PERFORMED

Sidewalk Cleaning

TOTAL: \$7,656.00

POWER WASHING

Location = Sidewalks on east and west sides of Milwaukee Ave. from the train tracks on the north end to Broadway on the south end. Power wash to clean the walks and remove gum.

1. Inspect all concrete surfaces to be power washed and apply heat gun / torch to gum. 2. Apply EPA approved 'Hot Stuff' cleaning enzyme to heavily soiled concrete areas using hand held sprayer. 3. While enzyme begins to dissolve surface grime, our technician undertakes a safety check of all equipment to be used. 4. After allowing enzyme to work 10-15 minutes of dissolve time, technician begins using the 3500 psi heated whisper washer on flat concrete surface area. Centrifugal motion lifts and breaks apart existing grime. 5. Assistant technician works behind whisper washer power washing flat surface areas with a 3,500-psi heated power washer. 6. Any overspray on windows will be squeegeed off. 8. Any mulch or landscape debris that was dislodged during power washing is restored to original condition.

**MILWAUKEE AVENUE STREETScape
 WORK ORDER SUMMARY**

INCLUDED SERVICES	OCCURS	COST EACH	EXT COST	TOTAL COST
POWER WASHING	1	\$7,656.00	\$7,656.00	\$7,656.00
TOTAL:			\$7,656.00	\$7,656.00

Project Notes

All woody plant materials (i.e., shrubs and trees) are guaranteed for one year from date of install provided all material receives proper care including watering, fertilizing, etc. Landscape Concepts Management does not guarantee herbaceous plant material (i.e., bulbs, annuals and perennials). There is no guarantee for any transplanted materials. All material to be installed according to ILCA standards. All pruning of plant material after installation will be according to

ISA and P.L.A.N.E.T. standards.

Landscape Concepts Management is committed to providing our clients with the highest quality of materials at the best price possible. In order to accomplish this, LCM makes a commitment to quality vendors. Consequently, if you cancel this contract or modify the materials specified herein, you will be required to pay a penalty in an amount equal to 60% of the contract value to cover the expense associated with the materials.

Work site shall be clean and in an orderly manner at the end of each day of operation. Initial watering of plant material is included upon installation. Future watering is available upon request and billed on a Time and Material Basis. For your convenience, an authorization for future watering is available below. LCM is authorized to water the newly installed plant material per the T&M Rates _____ (initials)

Payment Schedule

Invoices shall be submitted by LCM identifying each service performed and any additional authorized expenses upon completion, and terms shall be net fifteen (15) days. Balances unpaid after thirty (30) days from date of invoice are subject to a late payment charge of 1.5% per month. Customer shall pay LCM's reasonable attorneys fees, expenses and costs incurred in collection of any outstanding invoices or enforcing any of the provisions of this Agreement, regardless of whether a legal action is initiated. Jurisdiction for any issue litigated under this contract shall be in Lake County, Illinois.

This proposal supersedes any previous proposals. Unless specifically agreed to by the customer, the terms, including prices, contained in this proposal are subject to renegotiation after two(2) weeks from the submitted date of proposal. After 14-days, you must contact LCM. If acceptable, please initial the payment schedule, and sign below.

By *Dave Heinrich*
Dave Heinrich 000694

By _____

Date October 26, 2012

Date _____

**LANDSCAPE CONCEPTS
MANAGEMENT**

LIBERTYVILLE, VILLAGE OF

**Athletic Department News
October-November 2012**

Upcoming Main Events

October 2012 Main Events

Pellent Company outing	October 6
Lake Forest Graduate school – team building	October 11
Boys Scout Popcorn sale – Incentive program (400)	October 11
IMS Expo show	October 12 & 13
Abby Wambach/soccer for success event	October 12
Weil Mitzvah – Deerfield	October 12
Gordon Mitzvah – Highland Park	October 13
Cardinal Health Company Outing	October 20
IFN EID Celebration	October 26
Break through BB camp	October 26-28
Halloween Fest	October 30

November Highlights

Pickle Ball Active Senior groups
Abbott Sports Leagues being Mondays
Lacrosse America indoors, Tuesday & Sundays
GLSA Indoor training
Wisconsin Juniors VB trouts
Kessel Winter Club bb
BB Tournaments kick off
St Joes BB practice start
Windy City Field hockey starts
Lake Shore lacrosse starts
Windy City Select Lacrosse starts
Soccer Leagues
LaVina Soccer leagues (rentals) Fri & Sat

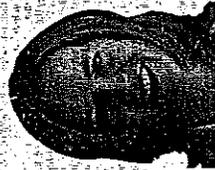
November Main Events

Youth BB Evaluations	November 3
Clowning Around Event	November 10
MMA Event	November 10
Fitness Center Open House	November 13
WAG Dog Show	November 16-18
Girls Scout event (250)	November 17
Thanksgiving day rentals	November 22
NW BB tournament	November 24 & 25
Youth Basketball begins	November 26
Driving Range “Black Friday Specials”	November 23

Seniors

Ballroom Dance Lessons	October 1
Massage	October 2
Generation Rx Program and Lunch	October 5
Birthday Bash and Lunch	October 8
Legal Advice	October 9

Soccer star Wambach misses mark on media relations



**PATRICIA BARCOCK
MCGRAW'S**

WOMEN'S WATCH

The next time I'd like an audience with gold medal soccer star Abby Wambach, I guess I'll need to go door-to-door in my neighborhood beforehand and seek donations.

A group of tween girls from the Arlington Aces soccer club did just that prior to meeting Wambach last Saturday at the Libertyville Sports Complex. They were there to participate in a fundraiser for Soccer for Success, an initiative sponsored by Illinois Youth Soccer that has been providing free soccer programs in Chicago's underserved urban communities since 1994.

The Aces raised an

astounding \$4,800. How much of that money went to Soccer for Success versus Wambach, I'm not sure. But, as one of the top donors, the Aces were treated to a private training session with Wambach that included spirited drills and plenty of Olympic-sized tips.

(Wambach) has always been my idol, ever since I've been watching her," said 11-year-old Aces player Katie Glowinski of Cary. "I need to practice a lot to get perfect like her."

Well, no one is completely perfect.

I tried for the last four days to get a phone interview with Wambach to ask about her experience in Libertyville, and to also preview the national team's exhibition game against Germany today (5:30 p.m.) at Toyota Park.

She was too busy to talk on the day of the clinic, which was understandable. And I was unavailable to talk with her as she drove to the airport later that afternoon to leave town. One of the event organizers suggested that as a possible window for an interview, since Wambach would be a captive audience in the car. But he



COURTESY OF VINCE ZANZUCCHI/Libertyville Sports Complex
Team USA women's soccer star Abby Wambach poses with Libertyville youth soccer player Stella Bechtold during the IVSA Soccer for Success event at the Libertyville Sports Complex last Saturday.

assured me that we'd be able to make something else work in the coming days since we had an entire week before my deadline for today's column.

That same organizer kept working on my behalf each day this week to hammer out an interview time with Wambach. He left word multiple times with Wambach's agent, and I believe with Wambach herself.

We never heard from Wambach, or her agent.

I don't respect male athletes when they hide in the training room before or after games instead of sitting by the lockers and talking with the media, as is expected of them by most professional teams and leagues. I also don't respect them when they act disinterested during interviews or are even combative with reporters.

But sadly, they can get away that behavior occasionally. The media will keep coming back, and so will the fans.

Female athletes can't afford to be so dismissive with the media. Female athletes need coverage, they need publicity. I wish this weren't the case, but, in most markets, they need the media to help make and keep them relevant.

I'm always amazed, for instance, by WNBA players and coaches (and thankfully there aren't many of them) who act like it's a chore to talk with the media. Don't they know that in a male-dominated sports world that is already oversaturated, they need us way more than we need them?

Wambach could use a refresher on that.

Thankfully, she's totally up

to snuff on the test of her job as an ambassador for her sport. She did a great job with the kids at the Libertyville Sports Complex. There were more than 100 there last weekend.

"We all watched Abby in the Olympics. Our whole team watched (the gold-medal game against Japan) together," said 11-year-old Aces player Kayla Llewellyn of Island Lake. "I really like how Abby plays physical and she always keeps running and she never stops trying. She's really good and she was funnier than I thought she'd be."

In addition to all the soccer, Wambach had lunch with the kids and their parents and also signed autographs and answered questions.

"I thought it was really fun. We learned a bunch of national team things that we can do in our own soccer games," said 11-year-old Aces player Gabriella Tenuta of Arlington Heights. "We learned how to header the ball in the goal from across (the field). We never knew how to do that until today. We learned a lot of stuff and had a lot of fun."

pbarcock@dailyherald.com

Halloween Fest 2012

TUESDAY October 30, 5:30-7:30 pm

Family Fun geared for kids 10 and under

- Kids Fun Zone • Imbitables • Train Ride
 - Spooky Climbing Mountain • Pumpkin Patch
 - Halloween Fun Activities • Cars from Volvo Auto Museum (Herbie)
- Wear Your Costume!!**

Admission Free (contribution) • Kids \$5
 Adult Dinner • Kids \$2
 Parents and Grandparents Free

Register now! Call (647) 918-7275
www.libertyville.com/registration



Libertyville Sports Complex
 corner of Peterson Road and Route 45
 Northwest side of Libertyville



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newssun

Soccer icon a huge hit with kids in Libertyville

News-Sun staff report

Last Modified: Oct 17, 2012 03:02AM

Abby Wambach is one of the three most-recognizable names in the world of women's professional soccer — American goalie Hope Solo and Brazilian superstar Marta being the others.

But last Saturday at the Libertyville Sports Complex, it was very clear that when it comes to young soccer players, Abby rules.

Wambach — a high-scoring forward on the U.S. National Team, was in Libertyville supporting a fund-raising promotion for Illinois Youth Soccer.

The fund-raiser was called "Soccer For Success" and it involved young players in Illinois getting \$250 in pledges for the program.

Those who did that attended Saturday's special event in Libertyville and got to meet Wambach, have lunch with her, have their picture taken with the star, and then get the picture autographed.

The 64 youngsters who raised the most money also got to participate in a soccer clinic run by Wambach, and she even got involved in playing indoor soccer with the group.

Illinois Youth Soccer conducts its Soccer for Success Program to provide fun, high-quality sports-based youth development skill trainings and opportunities to children in Chicago's urban communities.

This program is a fun, skills and sports-based, development program that empowers children to lead a healthy lifestyle, value education and increase their social and life skills. The program is available free to all children.

"I'm thrilled to team up with the Illinois Youth Soccer Association to raise both money and awareness for Soccer for Success," Wambach said.

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Libertyville looks to capitalize on rec facilities

BY MICK ZAWISLAK
mzawislak@dailyherald.com

Interested in owning a park in Libertyville? How about having your company's name in lights on the signature Sports Complex? Both are possibilities as the village tries to maximize resources and generate revenue.

In separate but related actions, village officials recently decided to shed an underutilized facility and directed staff to seek takers for naming rights on what could become the biggest "billboard" in town. Both reflect a long-standing and continuing push on the village's part to squeeze what it can from its recreational offerings.

"It all comes down to what's the best use of village dollars, particularly the Bolander building," said village Trustee Drew Cullum, who chairs the board's parks and recreation committee.

At the Sports Complex, the directive is to find a corporate entity willing to do more than sponsor events or pay for banners inside.

"My job will be to go out and start pursuing those companies big and small that might be interested," said Connie Kowal, director of the village's recreation

Libertyville officials have declared the main building and property at Bolander Park along Winchester Road as surplus property and have offered them for sale.

department and Sports Complex. Naming rights for the Sports Complex add a deeper dimension to Kowal's roster of potential advertising offerings.

"That's a big, big bit of inventory versus, 'I just want to sponsor the daddy-daughter dance,'" he said.

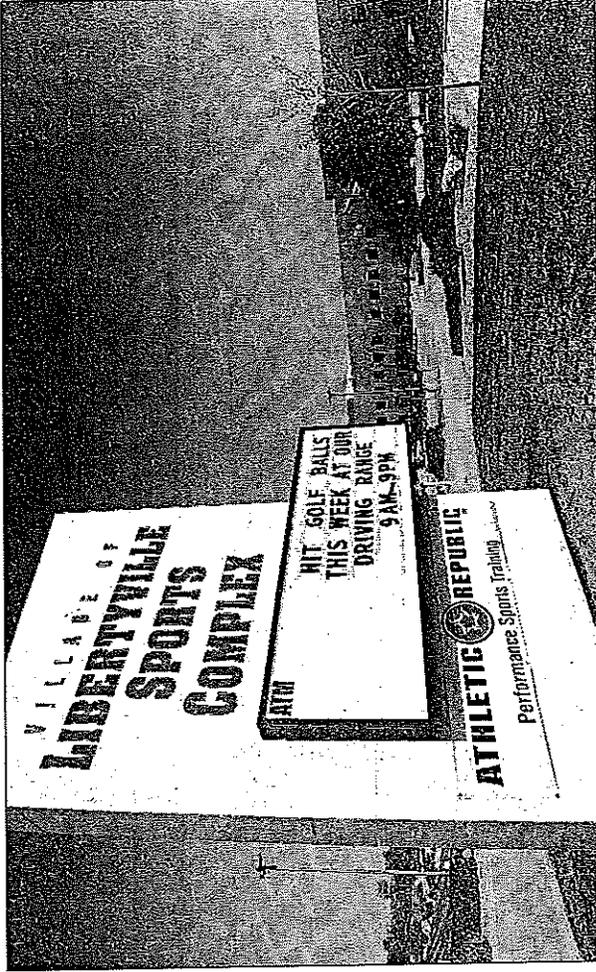
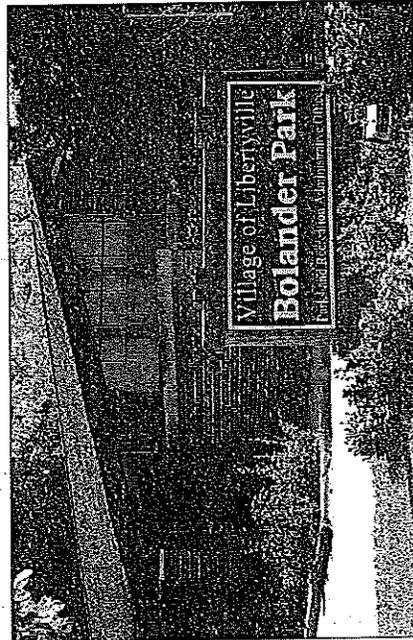
In the first move, the village board declared the 5-plus acre Bolander Park and the parks department headquarters building at 625 W. Winchester Road as surplus property and determined that selling it would be in the best interest of the village.

Only four staff members

work there and the building, a sprawling ranch-style former office of the Bolander construction company, will need \$300,000 in repairs over the next few years.

The village intends to hire a real estate professional to market the property. It is zoned for institutional use but is considered best suited for a multifamily residential development, because of its location within walking distance of the Metra commuter station and the downtown area.

"There's a pretty significant demand in the community for those multifamily uses," said Heather Rowe, the village's economic



PHOTOS BY PAUL VALADE/pvalade@dailyherald.com
Naming rights for the Libertyville Sports Complex at Route 45 and Peterson Road in Libertyville are now available.

development coordinator. "We have some smaller ones in the works but there's definitely a need for more."

The property has been appraised at \$1.725 million or \$7.50 per square foot. One of the conditions is that it not be sold for less than 80 percent of that value, or \$1.38 million. The village bought the property in 1997 for \$1.4 million. About three miles north and west at Route 45 and Peterson Road, the Libertyville Sports

Complex recently celebrated its 10th anniversary.

Revenue covers overhead but not the debt due on bonds used to build it. Debt payments are set to increase from about \$1 million per year to \$1.8 million annually. So the village has been looking for options.

Though not actively marketed recently, the golf learning center, which includes a heated driving range, has been for sale for years. So has

a 27-hole mini-golf course that was closed several years ago. This year, it was leased to a businessman who renovated and reopened the facility.

The main attraction, however, always has been the cavernous indoor sports complex. "I think we feel there is a pretty good value. If you've ever noticed, it's an unmarked building," Cullum said. "There's just an enormous amount of car traffic that goes by there."



Editor [Korrina Grom](mailto:korrina.grom@patch.com) korrina.grom@patch.com



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Update: Libertyville Patch is on Facebook! Be sure to "like us" at: <http://www.facebook.com/LibertyvillePatch>

[The Neighborhood Files](#), [Local Connections](#)

Steve 'Painless' Parker Retires from Navy After 27 Years

A special retirement ceremony, featuring the United States Navy Band Great Lakes, was held in Cook Memorial Park for the Libertyville resident.

By [Korrina Grom](#) [Email the author](#) 5:59 am

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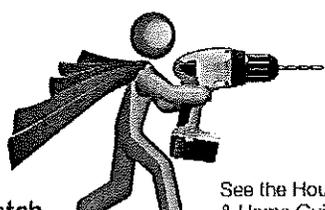
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From left: Capt. Steve Parker, Col. Michael Ouzts and retired Capt. Timothy Fitzharris stand during the singing of the national anthem. Credit: [Korrina Grom](#)

As Steve 'Painless' Parker stepped up to the microphone in [Cook Memorial Park](#) in Libertyville on a sunny Friday afternoon, he had a warning for his guests.

"There's going to be a lot of 'thank you's.' I'm going to do a lot of crying. So if you don't want to see crying, you're in the wrong place," said the Libertyville resident.

It was indeed an emotional day for Parker, as he said farewell to his 27-year military career. A special retirement ceremony was held for him Sept. 28, where family and friends—both military and civilian—gathered to say a collective "thank you" to Capt. Parker for his service.

"Make no mistake—there is some big timber falling in the Dental Corps forest today, and it is Capt. Steve 'Painless' Parker," said retired Capt. Timothy Fitzharris.

Parker, who received his Doctor of Dental Surgery degree in 1985 from Louisiana State University, initially planned to enlist in the [United States Navy](#) for just three years. He traveled around the world, to places like the Philippines and Thailand, serving as a dentist. [His military career also included a stint as the head of the dental clinics at Camp Pendleton, the director of the Camp Courtney Branch Dental Clinic, the clinic director for the U.S. Naval Dental Center at Camp Foster and the commanding officer of the Navy Hospital Corps School at Great Lakes.](#)

He now runs his own dental practice, the [Vernon Hills Dental Center](#).

Parker's retirement ceremony was filled with tradition—the striking of four bells as Parker and other dignitaries arrived, and the Parading of the Colors, for example—and plenty of stories and laughs.

Retired Cmdr. Scott Jensen, who served as the master of ceremonies, spoke of Parker's leadership, calling him "a breath of fresh air" who "empowered people." He said Parker also displayed many other leadership qualities, including vigilance, fearlessness and a dash of luck.

Jensen and others also focused on Parker's friendly, positive nature.

Jensen recalled seeing Parker and thinking he must have been involved with the Louisiana State University football team in some way.

"You're the quarterback, right?" Jensen recalled asking Parker, who said "No." Jensen learned that Parker wasn't the running back or a linebacker, either.

"He says, 'No, I was a cheerleader,'" said Jensen laughed. "He was the first man cheerleader I ever met."

Fitzharris said he "never saw a guy smile so much."

"We call him the 'pied piper' of Vernon Hills," Fitzharris said, referring to Parker's dental practice. Fitzharris said he draws in patients with his personality, including his "warm, personal nature, his sense of humor and his integrity."

He told a story about a female patient who was terrified to go see a dentist until she met Parker.

"He has golden hands and a gentle spirit," said Fitzharris.

Fitzharris also spoke of Parker's faith.

"His relationship with his Redeemer is No. 1," said Fitzharris. "If anyone is aware of God's grace in his life, it's Steve Parker. I imagine most of his prayers are 'thank you's.' Steve Parker is an incredibly grateful man."

"Steve, we all here, and countless thousands you have served, say a tremendous 'thank you,'" Fitzharris added.

Presidents Say "Thank You"

Jensen pointed out that Parker received a stack of 'thank you' letters from a host of dignitaries, including President Barack Obama and former President George H.W. Bush.

"Twenty-seven years of military service does not go unrecognized," said Jensen, who then read the letter from Bush.

"You unselfishly answered the call of duty, Capt. Parker," Bush wrote in the letter. "This former Navy man salutes you."

Parker showed his gratitude by offering "thank you's" to his family—both civilian and military, including the Marines he served with over the course of his career.

"It's very important for me to have Marines here today," said Parker. "Seventeen out of the 27 years, I've served with Marines. Marines are a cut above; it's not just a job, it's a way of life."

He got choked up while speaking about the Marines' impact on his life.

"They taught me what life is all about," said Parker. "I changed what I wanted to do after meeting these men."

Parker took a few moments to read his official retirement orders. He then watched as Dental Corps students conducted a flag ceremony while Fitzharris read "Old Glory." After being handed the flag, which flew over many buildings at Great Lakes, Parker presented it to his son, Bryce.

Standing "The Watch"

"Let us remember that for 27 years, this sailor stood the watch," said Lt. James Feliz, who then recited the poem, "The Watch."

"For 27 years, he stood the watch so that we and our fellow countrymen could sleep soundly in safety because he had the watch," Feliz read. "Today, we are here to say the watch stands relieved. Relieved by those you have led, guided and trained."

Parker's retirement ceremony ended with the Piping Ashore Ceremony, led by honorary sideboys and boatswain, during which Parker was given permission to "go ashore" one last time.

Read more about Steve Parker:

- [Local Dentist Steve Parker to Retire from Navy](#)

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Amy Stilling

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8:54 am on Monday, October 1, 2012

Fabulous article. I was at Picnic Basket on Friday afternoon and drove all around the town square trying to figure out what was going on, I told my 4 year old niece that someone very important must be retiring from the services. I was right! I wish we would of had time to stop and watch.

I look forward to seeing you tomorrow Dr. Parker for my PAINLESS teeth cleaning!

Congratulations!

Greg & Amy Stilling

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