

AGENDA
Village of Antioch, Lake County, Illinois
Senior Center: 817 Holbek Street, Antioch, Illinois
VILLAGE BOARD OF TRUSTEES; REGULAR MEETING – 7:30 PM
May 2, 2011

- I. Call to Order
- II. Pledge of Allegiance
- III. Roll Call
- IV. Installation of Newly Elected Officials and Oath of Office:
Village Trustees: Dennis Crosby, George Sakas, Mary Dominiak

- V. Mayoral Report
 1. Mayoral Proclamation – Designating the Month of May 2011, as Motorcycle Awareness Month.
 2. Mayoral Proclamation – Designating May 1-7, 2011 as Municipal Clerk Week.
 3. Village Board Committee Liaison Assignments
 4. Officer Fendel's promotion to Sergeant

- VI. Citizens Wishing to address the Board (*The public is invited to make an issue-oriented comment on any matter of public concern not otherwise on the agenda*)

- VII. Consent Agenda (*Items under the Consent Agenda are considered routine and/or non-controversial and will be approved by one motion. If any one board member wishes to have a separate vote on any item, it will be pulled from the Consent Agenda and voted on separately*)
 5. Approval of the April 18, 2011 meeting minutes as presented.
 6. Approval of a Resolution Authorizing a Raffle License for Lakes Region Historical Society; drawing to be held September 22, 2011, and waiving all fees; *Resolution No. 11-27*
 7. Approval of a Resolution authorizing the issuance of a Seasonal Business License to St. Ignatius of Antioch Episcopal Church to sell agricultural products from June through the end of October; *Resolution No. 11-28*

- VII. Regular Business
 8. Consideration of payment of accounts payable as prepared by staff.
 9. Consideration of a Resolution authorizing the Village Administrator to execute a contract with Independent Inspections Ltd., for Village of Antioch inspection services; *Resolution No. 11-29*
 10. Consideration of a Resolution authorizing the Village Administrator to execute Memorandum of Understanding for the Lake Michigan Water Planning Group; *Resolution No. 11-30*
 11. Consideration of a Resolution approving Change Order #9 for the WWTP; *Resolution No. 11-31*
 12. Discussion regarding Environmental Commission's Community Garden proposal.

- XIII. Administrator's Report

- XIV. Village Clerk's Report

- XV. Trustee Reports

- XVI. Adjournment

ALL ORDINANCES SCHEDULED ON THIS AGENDA FOR FIRST OR SECOND READING MAY BE PASSED AT THIS MEETING IF THE VILLAGE BOARD OF TRUSTEES, BY MOTION DULY MADE AND SECONDED, BY MAJORITY VOTE OF THE TRUSTEES IN ATTENDANCE, VOTES TO WAIVE ALL READINGS THEREOF AND THEN MOVES TO PASS SUCH ORDINANCES ACCORDING TO RULE 11 OF SECTION 1-4-6 OF THE VILLAGE CODE AND ACCORDING TO LAW.

No vote may be taken on any item, which has not been listed on the Agenda for the meeting. Any matter not specifically listed on this Agenda, or brought up under "Other Business" may be discussed by Board members at this meeting, but a vote on the matter shall be postponed until the next Board meeting.

STATE OF ILLINOIS
COUNTY OF LAKE

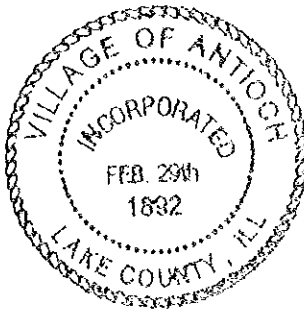
CERTIFICATE

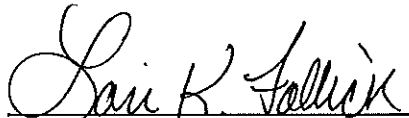
I, Lori K. Folbrick, certify that I am the duly appointed Deputy Clerk of the Village of Antioch, Lake County, Illinois.

I certify that the attached document is the Village of Antioch Board of Trustees Meeting Agenda for the May 2, 2011 Regular Village Board meeting.

I further certify that this agenda has been prepared by me and to the best of my knowledge and belief is identical to the agenda posted on the Village of Antioch web site at www.antioch.il.gov.

DATED at Antioch, Illinois this 29th day of April, 2011.




Lori K. Folbrick, Deputy Clerk

MAYOR
Lawrence M. Hanson

CLERK
Candi L. Rowe



TRUSTEES
Dennis B. Crosby
Mary C. Dominiak
Jay Jozwiak
Scott A. Pierce
Ted P. Poulos
George C. Sakas

MAYORAL PROCLAMATION
MOTORCYCLE AWARENESS MONTH – MAY 2011

WHEREAS, safety is the highest priority for the highways and streets of our City and State; and

WHEREAS, the great State of Illinois is proud to be a national leader in motorcycle safety, education and awareness; and

WHEREAS, motorcycles are a common and economical means of transportation that reduces fuel consumption and road wear, and contributes in a significant way to the relief of traffic and parking congestion; and

WHEREAS, it is especially meaningful that the citizens of our Village and State be aware of motorcycles on the roadways and recognize the importance of motorcycle safety; and

WHEREAS, the members of **A.B.A.T.E. of Illinois, Inc.** (A Brotherhood Aimed Toward Education), continually promotes motorcycle safety, education, and awareness programs to over 100,000 participants in Illinois over the past four years; and

WHEREAS, all motorcyclists should join A.B.A.T.E. of Illinois, Inc. in actively promoting the safe operation of motorcycles as well as promoting motorcycle safety, education, awareness and respect of the citizens of our Village and State; and

WHEREAS, the motorcyclists of Illinois have contributed extensive volunteerism and money to national and our local communities charitable organizations; and

WHEREAS, during the month of May, all roadway users should unite in the safe sharing of roadways within the Village of Antioch and throughout the great State of Illinois;

THEREFORE, I **Lawrence M. Hanson, Mayor of the Village of Antioch**, in the great State of Illinois, in recognition of 24 years of A.B.A.T.E. of Illinois, Inc., and over 558,000 registered motorcyclists statewide, and in recognition of the continued role Illinois serves as a leader in motorcycle safety, education and awareness, **DO HEREBY PROCLAIM THE MONTH OF MAY, 2011 AS MOTORCYCLE AWARENESS MONTH** in the **Village of Antioch**, and urge all motorists to join in an effort to improve safety and awareness on our roadway.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Great Seal of the Village of Antioch to be affixed this 2nd day of May, 2011.

Lawrence M. Hanson, Mayor

Candi L. Rowe, Village Clerk

MAYOR
Lawrence M. Hanson

CLERK
Candi L. Rowe



TRUSTEES
Dennis B. Crosby
Mary C. Dominiak
Jay Jozwiak
Scott A. Pierce
Ted P. Poulos
George C. Sakas

**MAYORAL PROCLAMATION
MUNICIPAL CLERKS WEEK
May 1 – 7, 2011**

WHEREAS, the Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

WHEREAS, the Office of the Municipal Clerk is the oldest among public servants, and

WHEREAS, the Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

WHEREAS, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all, and

WHEREAS, the Municipal Clerk serves as the information center on functions of local government and community, and

WHEREAS, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meeting of their state, province, county and international professional organizations, and

WHEREAS, it is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk.

Now, Therefore, I, Lawrence M. Hanson, Mayor of the Village of Antioch, do recognize the week of May 1 through May 7, 2011, as Municipal Clerks Week, and further extend appreciation to our Municipal Clerk, Candi L. Rowe and Deputy Clerk Lori K. Folbrick and to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

DATED this 2nd day of May, 2011.

Lawrence M. Hanson, Mayor

Candi L. Rowe RMC, CMC
Village Clerk

Liaison	Committees
Trustee Crosby	Public Safety, including Police, Fire and Emergency Management & HOA Ombudsman
Trustee Dominiak	Legislative & Human Resources, Employee Policies, Salary Standards & Grievances, Parks, Special Events & Senior Services
Trustee Jozwiak	Information Technology, Engineering, Public Works / Infrastructure, and Storm Water Management
Trustee Pierce	Environmental Protection
Trustee Poulos	Finance & Collective Bargaining
Trustee Sakas	Planning, Zoning & Building; Economic Development, Code Enforcement, Permits & Inspections

DRAFT MINUTES
VILLAGE OF ANTIOCH
BOARD OF TRUSTEES; REGULAR MEETING
Municipal Building: 874 Main Street, Antioch, IL
April 18, 2011

I. CALL TO ORDER

Mayor Hanson called the April 18, 2011 special meeting before the Board of Trustees to order at 7:30 p.m. in the Municipal Building: 874 Main Street, Antioch, Illinois.

II. PLEDGE OF ALLEGIANCE

Mayor Hanson and the Village Board of Trustees led in the Pledge of Allegiance.

III. ROLL CALL

Following the Pledge of Allegiance, roll call indicated the following Trustees were present: Pierce, Poulos, Sakas, Crosby, Wolczyk and Jozwiak. Also present were Mayor Hanson, Administrator Keim, Attorney Long and Clerk Rowe.

IV. MAYORAL REPORT

1. Presentation to Outgoing Village Trustee Michael Wolczyk – Mayor Hanson thanked Trustee Michael Wolczyk for his years of service on the Board and presented him with a gift. Mayor Hanson said that Trustee Wolczyk was a positive influence on the board and that he will be missed. He also said that he respected him for choosing to serve his community and that whatever committee he served on, he did very well. Board members wished Trustee Wolczyk well and said it was a pleasure working with him.

Trustee Wolczyk discussed the time when he first attended Mayor Hanson's fundraiser four years ago and he thanked him for his knowledge. He said the past 4 years have been tremendous and that he learned a lot about the community and that it's nice to see so many people who care about their community. He said that it has been an honor and pleasure working with everyone.

2. Re-appoint Roger Sorensen as Member to the Antioch Police Pension Commission – Trustee Pierce moved seconded by Trustee Crosby to confirm the Mayor's re-appointment Roger Sorensen as Member of the Antioch Police Pension Commission. Upon roll call the vote was:

YES: 6: Pierce, Poulos, Sakas, Crosby, Wolczyk and Jozwiak.

NO: 0.

THE MOTION CARRIED.

Mayor Hanson discussed the recent States Attorney Office luncheon where Police Chief Somerville was awarded the National Crime Victims Week Award to Chief Somerville. Administrator Keim talked about the luncheon that he and Chief Somerville attended, and said that it's an annual awards banquet that honors the law enforcement and justice communities. He said the victims of crime were present at the luncheon and some gave a speech and how well they were treated by the professionals in Lake County. Administrator Keim Chief Somerville was recognized for the creation of the domestic violence group. He said this was a department team effort and Officer Geraty should also be recognized as well as the entire department. Mayor Hanson and Board members congratulated Chief Somerville on receiving the award.

V. CITIZENS WISHING TO ADDRESS THE BOARD

There were no citizens present in the audience who wished to address the Board at this time.

VI. CONSENT AGENDA

Trustee Crosby moved, seconded by Trustee Jozwiak to approve the following consent agenda items as presented:

1. Approval of the April 4, 2011 meeting minutes as presented.
2. Approval of a Resolution authorizing a Raffle License for the Jason Schordje Memorial Golf Foundation; *Resolution No. 11-22.*

Upon roll call, the vote was:

YES: 6: Pierce, Poulos, Sakas, Crosby, Wolczyk and Jozwiak.

NO: 0.

THE MOTION CARRIED.

VII. REGULAR BUSINESS

3. Consideration of accounts payable as prepared by staff – Trustee Sakas moved, seconded by Trustee Wolczyk to approve payment of accounts payable as prepared by staff and in the amount of \$148,691.33. Upon roll call, the vote was:

YES: 6: Pierce, Poulos, Sakas, Crosby, Wolczyk and Jozwiak.

NO: 0.

THE MOTION CARRIED.

DRAFT MINUTES

4. Consideration of Resolutions approving IMRF Early Retirement Incentives; Resolution No. 11-23 and Resolution No. 11-24 - Trustee Pierce moved, seconded by Trustee Wolczyk to approve **Resolution No. 11-23, Adopting the Early Retirement Incentive and Resolution No. 11-24, For the Employer to Pick-up (payment) of Member Contributions for the Purchase of Extra Service Under the IMRF Early Retirement Incentive** . Upon roll call, the vote was:
YES: 6: Pierce, Poulos, Sakas, Crosby, Wolczyk and Jozwiak.
NO: 0.
THE MOTION CARRIED.

5. Consideration of the approval of the FY 2012 proposed Budget as presented – Trustee Sakas moved, seconded by Trustee Jozwiak to approve as presented the FY 2012 Budget.

Administrator Keim said that he is recommending approval of the FY 2012 Budget noting the changes on today's draft included line items and as discussed in executive session. He said that staff is comfortable with making this work and there are not a lot of options left. Board members complimented staff for their work on the budget with Trustee Pierce requesting that in the future, we need to include a budget for the Environmental Commission who have some great ideas.

Administrator Keim said this is a deficit budget and the Board has the ability to correct that with the funds mentioned. Trustee Crosby said that he was uncomfortable with a deficit budget however he didn't want to use any reserves if at all possible. Administrator Keim also reported that staff will be working on the budget year round to get expenditures as low as possible. Mayor Hanson said that for the past two years, the revenues have declined while the costs have continued to go up. He said that we have learned a valuable lesson and he's proud that staff and the Board are working together as a team. Administrator Keim will continue to update the Board with a budget update planned in July.

There being no further discussion and upon roll call, the vote was:
YES: 6: Pierce, Poulos, Sakas, Crosby, Wolczyk and Jozwiak.
NO: 0.
THE MOTION CARRIED.

6. Consideration of the approval of the 2012-2016 Capital Improvement Program as presented – Administrator Keim reviewed the list of 2012 CIP projects included in this budget and said the total for the 5-year program was about \$45,000,000. He explained that in cases where there are grants funding tied to the project, if the funding is not there, the project wouldn't be done in that year. Trustee Pierce said that he heard that Governor Quinn was going to cancel the OSLAD grants. Administrator Keim said the OSLAD grant for the Tim Osmond Sports Park has been secured and that we have not received official notification on other OSLAD grants. Administrator Keim also said that we have contact state and local representatives and they are aware that we applied for these funds. Trustee Crosby discussed surveying the NeuHaven and the Red Wing subdivision and reported the Homeowner's Association is also seeking funding for the park.

Trustee Sakas moved, seconded by Trustee Jozwiak to approve as presented the 2012-2016 Capital Improvement Program. Upon roll call, the vote was:
YES: 6: Pierce, Poulos, Sakas, Crosby, Wolczyk and Jozwiak.
NO: 0.
THE MOTION CARRIED.

7. Consideration of a Resolution authorizing the purchase of a Fire Truck in the amount of \$394,101.00; Resolution No. 11-25 – Chief Nixon reported that the Antioch Fire Department staff applied for and received a grant in the amount of \$285,000 to be used toward the purchase of a new fire engine from the Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant (AFG). The awarded grant requires that the recipient share in the cost of the total purchase for the replacement of the fire engine, which will be equally shared between the Village and First Fire Protection District. Requests for proposals were accepted and US Tanker Fire Apparatus, LLC of Burlington, WI submitted the lowest conforming bid in the amount of \$394,101. The Village of Antioch's share would be \$54,550.50. Chief Nixon said that he was please to recommend the project that came in under budget.

Trustee Wolczyk moved, seconded by Trustee Crosby to approve **Resolution No. 11-25** authorizing the purchase of a Fire Truck in the amount of \$394,101.00. Upon roll call, the vote was:
YES: 6: Pierce, Poulos, Sakas, Crosby, Wolczyk and Jozwiak.
NO: 0.
THE MOTION CARRIED.

DRAFT MINUTES

8. Consideration of Resolution authorizing the Village Administrator to take appropriate steps and expend funds necessary for the repair to Well 9; Resolution No. 11-26 – Administrator Keim said that as previously reported, Well 9 had an electrical critical failure that may have been caused by a possible lightening strike. He explained the 12-stage pump and 150hp motor is located about 1000 feet below ground. The estimated cost for the project to retrieve the pumping assembly is about \$100,000. Administrator Keim said there are not many companies in the area that could perform a task like this and after speaking to other well company, he confirmed that we are working with the correct firm. He said that we need to proceed and get Well 9 back online. Administrator Keim said this item is also in the approved Capital Plan and that we have filed an insurance claim.

Trustee Crosby moved, seconded by Trustee Jozwiak to approve resolution authorizing the Village Administrator to take appropriate steps and expend funds necessary for the repair to Well 9. Upon roll call, the vote was:

YES: 6: Pierce, Poulos, Sakas, Crosby, Wolczyk and Jozwiak.

NO: 0.

THE MOTION CARRIED.

VIII. ADMINISTRATOR'S REPORT

Administrator Keim said requested the Board go into executive session at the end of the meeting to discuss personnel.

IX. VILLAGE CLERK'S REPORT

Clerk Rowe said the Easter Parade is this Saturday at 10:30 a.m. with egg hunt at Williams Park immediately following.

X. TRUSTEE REPORTS

Trustee Pierce thanked Trustee Crosby and Trustee Sakas for attending the Environment Commission when he was out of town. He said that Trustee Sakas had staff make a map to show possible locations for the community garden project. Trustee Pierce said the Environmental Commission is looking for guidance on how to proceed. Board members briefly discussed the pros and cons for both the Pittman and Bitner properties as a location for the community garden with the Bitner property being the preferred location. Engineering department staff Dennis Heimbrodt reported that the construction company will be removing the equipment located on the Bitner property. Mayor Hanson said this should be discussed further.

Trustee Pierce questioned the North Avenue project. Administrator Keim said the crews were working last week and there was a meeting with the County and the homeowner with the County agreeing to replace the driveway. He also asked about graffiti on a building located on Deep Lake Road. Police Chief Somerville responded that has already been taken care of and the owner is removing it.

Trustee Poulos thanked Mayor Hanson and his family for stopping by funeral services for his uncle, Frank Heiselmann.

Trustee Poulos discussed a budget for the Environmental Commission and suggested they keep looking for grants and have projects ready so they can apply for the grants when needed.

Trustee Crosby briefly discussed street lights that were out and asked if there was a program in place. Administrator Keim said that he recently talked with Police Chief Somerville and asked for an updated report from the midnight patrols. There's also a way for community members to report street lights out through the Village website.

Trustee Crosby said that Corporal Peck will be in town on May 6th and that on May 9th the Antioch VFW will be hosting a fundraising event.

Mayor Hanson asked that the garbage along Deep Lake Road be picked up.

Trustee Wolczyk thanked staff for all of their efforts and tireless hours which made the Trustees jobs much easier. He thanked his fellow Board members and wished them all the best.

Trustee Jozwiak reported that street sweeping and hydrant flushing will begin next week. He also asked that staff look into the Lake Street lights because some strings of lights are off.

XI. EXECUTIVE SESSION

Trustee Wolczyk moved, seconded by Trustee Jozwiak for the Mayor and Board of Trustees to go into executive session at 8:36 p.m. to discuss personnel. Upon roll call, the vote was:

YES: 6: Pierce, Poulos, Sakas, Crosby, Wolczyk and Jozwiak.

NO: 0.

THE MOTION CARRIED.

DRAFT MINUTES

Trustee Jozwiak moved, seconded by Trustee Pierce for the Mayor and Board of Trustees to return from executive session to the open meeting at 9:40 p.m. with no action taken. Upon roll call, the vote was:

YES: 6: Pierce, Poulos, Sakas, Crosby, Wolczyk and Jozwiak.

NO: 0.

THE MOTION CARRIED.

XII. ADJOURNMENT

There being no further discussion, Trustee Wolczyk moved, seconded by Trustee Jozwiak to adjourn the regular meeting of the Board of Trustees at 9:42 p.m.

Respectfully submitted,

Candi L. Rowe, RMC/CMC
Village Clerk

Request For Board Action

REFERRED TO BOARD: May 2, 2011

AGENDA ITEM NO: 6

ORIGINATING DEPARTMENT: Village Clerk's Office

SUBJECT: Approval of a Resolution for a Raffle License for the Lakes Region Historical Society

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

On April 18, 2011 the attached application was submitted to request a raffle license pursuant to Village Code 4-10-2, for Lakes Region Historical Society. The raffle tickets are scheduled to be sold until the raffle, which is scheduled to be held on September 22, 2011. The applicant is requesting that the fees be waived for this raffle.

DOCUMENTS ATTACHED:

1. Resolution
2. Application

RECOMMENDED MOTION:

Move to approve a resolution for a raffle license request for the Lakes Region Historical Society, with the drawing to be held on September 22, 2011, waiving all fees.

RESOLUTION NO. 11-__

**RESOLUTION AUTHORIZING A RAFFLE LICENSE FOR THE
LAKES REGION HISTORICAL SOCIETY**

WHEREAS, the Village of Antioch (“Village”) is a municipality located in Lake County, Illinois; and

WHEREAS, the Lakes Region Historical Society is an Educational Organization; and

WHEREAS, the Lakes Region Historical Society is scheduled to sell raffle tickets until their drawing to be held on September 22, 2011; and

WHEREAS, the Lakes Region Historical Society is requesting that the fees for the raffle be waived;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Board of Trustees of the Village as follows:

On behalf of the Village, the Lakes Region Historical Society is granted a raffle license with the drawing to be held on September 22, 2011 waiving all fees.

PASSED this 2nd day of May, 2011.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 2nd day of May, 2011.

Lawrence M. Hanson, Mayor

ATTEST:

Candi L. Rowe, Village Clerk



Application for License to Conduct Raffle
In the Village of Antioch

RECEIVED

APR 18 2011

VILLAGE OF ANTIOCH

1. Applicant (Name of Organization): Lakes Region Historical Society
 2. Address: 973 Main St. Antioch, IL 60002
Street City/State Zip
 3. Website: www.lakesregionhistory.org Contact Email: rmaston@wi.rr.com
 4. Check type of organization:

<input type="checkbox"/> Religious	<input type="checkbox"/> Fraternal
<input type="checkbox"/> Civic	<input checked="" type="checkbox"/> Educational
<input type="checkbox"/> Charitable	<input type="checkbox"/> Veteran's Organization
<input type="checkbox"/> Labor	<input type="checkbox"/> Other _____
<input type="checkbox"/> Non-profit fund-raising organization organized for the sole purpose of providing financial assistance to an identified individual or group of individuals suffering extreme financial hardship as a result of an illness, disability, accident or disaster.	
 5. Has this organization been in existence for at least 5 years? YES NO
 6. Number of members in good standing: 100
 7. President of organization: Wendy Maston
 8. Secretary of organization: Pam Martz
 9. Designate a single member, hereinafter know as "Manager" who will be responsible for conduct and operation of the drawing: Name: Wendy Maston Phone: 847-589-0537
 10. Does the applicant own or lease premises where the raffle drawing is being held? OWN LEASE
If leased, state Lessor's name: _____
Does the Lessor have a raffle license? _____
- NOTE: Pursuant to the Illinois Raffles Act, a licensee may rent a location at which to conduct the raffle drawing only from an organization which is also licensed.
11. Place or area within the corporate limits where tickets are to be sold: to members and visitors of the museums
 12. The time span in which the tickets will be sold: 4 months
(not to exceed 120 days)
 13. The date, time and place of the drawing to determine the winner(s) of the raffle: Sept. 22, 2011 - The Meeting House - during member meeting
 14. Must persons holding the winning chances be present at the drawing in order to be eligible to receive the winning prizes? YES NO
 15. The maximum amount charged for each ticket for the raffle: \$1⁰⁰ (6 for 5⁰⁰)
(not to exceed \$100.00)
 16. Aggregate value of all prizes to be awarded at the raffle: \$ 3000⁰⁰
(not to exceed \$50,000)
 17. Maximum retail value of each prize to be awarded at the raffle: \$ 2000⁰⁰
(not to exceed \$30,000)

18. Bond – in an amount sufficient to cover the estimated cost to the applicant of prizes to be awarded, expenses to be incurred, and estimated net proceeds of the raffle.
- A copy of the manager's fidelity bond is attached.
 - By unanimous vote of members of the organization, applicant requests waiver of manager's fidelity bond.

19. Is applicant requesting the \$25.00 fee for this license be waived? YES NO

The undersigned, being duly sworn, on oath depose and state as follows: that the above named organization is organized not-for-profit under the law of the State of Illinois and has been continuously in existence for 5 years preceding the date of this application it has maintained a bona fide membership actively engaged in carrying out its objectives, or to a non-profit fund raising organization organized for the sole purpose of providing financial assistance to an identified individual or group of individuals suffering extreme financial hardship as the result of an illness, disability, accident or disaster. The undersigned state that all statements in the foregoing application are true and correct; that the officers and operators are all of good moral character and have not been convicted of a felony nor have been a professional gambler or promoter of a gambling operation; that if a license is granted hereunder, the undersigned will be responsible for the conduct of the drawing in accordance with the provisions of the Illinois Raffle Act and the Village of Antioch Ordinance Regarding Licensing of Raffles.

For Village Use Only:

Application for License is:

- Approved
- Denied

Date: _____

Lakes Region Historical Society
Name of Organization

Wendy Maston
President

Pam Martz
Secretary

Wendy Maston
Operator of Raffle

License Fee: \$ _____

Payment received: _____

Date _____

License No. _____

Subscribed and Sworn to before me this _____ day of _____, 20____.

Notary Public

NOTE: This application may be filed in person, by mail or by fax at the Office of the Village Clerk, Village of Antioch, 874 Main Street, Antioch, IL 60002. Applications may currently be faxed to 847-395-1920. License fee of \$25.00 must be paid prior to issuance of license. Make checks payable to the Village of Antioch.

Request For Board Action

REFERRED TO BOARD: May 2, 2011

AGENDA ITEM NO: 7

ORIGINATING DEPARTMENT: Village Clerk's Office

SUBJECT: Approval of a Resolution for a Seasonal Agricultural License for St. Ignatius of Antioch Episcopal Church

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The attached application was submitted to request a seasonal business license pursuant to Village Code 4-7-7, which states that the applicant for a seasonal holiday business venture involving agricultural products such as Christmas Trees, pumpkins, corn stalks, etc. must appear before the village board to determine if it is appropriate to issue a business license for the sale of seasonal agricultural products. The license fee for such a business is \$5/day, but not more than \$50/season. The Village Board must consider the location of the business, total square foot area the business will encompass, and whether the business will create any pedestrian, traffic or other hazard.

According to the application, sales will include fruits and vegetables, and will be sold from sunrise to sunset through the end of October, 2011. The applicant is requesting that the seasonal cost of \$50.00 for the license be waived. This annual request was approved for the previous year's sales.

DOCUMENTS ATTACHED:

1. Resolution
2. Application
3. Letter

RECOMMENDED MOTION:

Move to approve a resolution for a seasonal agricultural license for St. Ignatius of Antioch Episcopal Church, waiving all fees.

RESOLUTION NO. 11-___

**RESOLUTION AUTHORIZING A SEASONAL AGRICULTURAL
BUSINESS LICENSE FOR ST. IGNATIUS OF ANTIOCH EPISCOPAL CHURCH**

WHEREAS, the Village of Antioch ("Village") is a municipality located in Lake County, Illinois; and

WHEREAS, The Village of Antioch is in receipt of a seasonal business license application for St. Ignatius Church; and

WHEREAS, St. Ignatius is requesting a license for the sale of fruits and vegetables through the end of October, 2011; and

WHEREAS, sales will be held from Sunrise to Sunset; and

WHEREAS, St. Ignatius is requesting that the \$50 seasonal fee for an agricultural business license be waived;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Board of Trustees of the Village as follows:

On behalf of the Village, St. Ignatius is granted a seasonal agricultural business license through the end of October, 2011, waiving all fees.

PASSED this 2nd day of May, 2011.

AYES:

NAYS:

ABSENT:

APPROVED this 2nd day of May, 2011.

Lawrence M. Hanson
Mayor

ATTEST:

Candi L. Rowe
Village Clerk



SEASONAL BUSINESS LICENSE APPLICATION

APPLICANT INFORMATION

Applicant/
Business Name ST. IGNATIUS of ANTIOCH EPISCOPAL CHURCH
 Applicant Address 500 E. DEPOT ST
 City, State & Zip Code ANTIOCH, IL 60002
 Telephone (847) 395-0652 Website: www.ignatiusantioch.org
 Il Sales Tax # E 9991-6894-05

CONTACT PERSON INFORMATION

Name TIMOTHY SQUIER
 Address 500 E. DEPOT ST
 City, State & Zip Code ANTIOCH, IL 60002
 Telephone 847-395-0652 Email: ignatius5@mac.com

PRODUCT SALES INFORMATION

Product(s) to be sold: Fruits and Vegetables

Is product agricultural (ex. Christmas Trees, Corn Stalks, Pumpkins, etc)? YES NO
 *Sales of Agricultural products must be approved by the Village Board, who will consider location, and potential safety, pedestrian, traffic, or other hazard.

Address where product is to be sold 500 E DEPOT ST. ANTIOCH, IL

Zoning of Location Church / commercial

Does applicant own or lease property where product will be sold? YES NO
 *If no, please attach written permission from property owner to use location for sales

Date(s) of Sales middle of June to end of October

Product Sales Hours Sunrise to sunset

I hereby certify that the above information is true and correct to the best of my knowledge.

Signature of Applicant [Signature] Date 4-11-11

For Office Use Only

Date Approved _____ Date Paid _____ License # _____

- Fee:
- Agricultural - \$5/day Total Days _____ Total Fee: \$ _____
 - Agricultural - \$50/season
 - Itinerant Merchant - \$50/day (up to 3 months) Total Days _____ Total Fee: \$ _____



RECEIVED

APR 20 2011

St. Ignatius of Antioch Episcopal Church

VILLAGE OF ANTIOCH

500 E. Depot Street Antioch, Illinois 60002 847-395-0652

April 20, 2011

The Village Board
874 Main Street
Antioch, IL 60002

Dear Mayor Hansen & the Village Trustees:

Saint Ignatius is applying for a seasonal business license to sell fruit and vegetables. We are requesting that the application fee of \$50.00 be waived for our parish in light of our non-profit status. Thank you for your consideration of this matter.

Sincerely,

The Reverend Timothy J. Squier
Rector

Request For Board Action

REFERRED TO BOARD May 2, 2011

AGENDA ITEM NO: 8

ORIGINATING DEPARTMENT: Finance

SUBJECT: Accounts Payable

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

FINANCIAL IMPACT: \$ 124,465.72

DOCUMENTS ATTACHED:

1. List of Accounts Payable for - 05/02/2011
2. Invoices over \$10,000 - Informational Report
3. Escrow Payable - None
4. List of Manual Checks for - 05/02/11

RECOMMENDED MOTION:

Move to approve payment of accounts payable in the amount of \$ 124,465.72

Village of Antioch, IL
Accounts Payable - May 2, 2011

<u>FUND</u>	<u>DEPARTMENT</u>	<u>GL-EXP-ACCT</u>	<u>DESCRIPTION</u>	<u>INVOICE-NO</u>	<u>REFERENCE</u>	<u>PAYMENT AMOUNT</u>
5 STAR SPORTS						
GENERAL	PARKS & REC	100-060-314-5488	CONTRACT PAYMENT	041711	PARK CLASSES	2,836.00
<i>Vendor Total</i>						2,836.00
A-ACTION PEST CONTROL INC						
GENERAL	ADMINISTRATION	100-010-110-5438	OTHER PROFESSIONAL SVC	16600	PEST CONTROL	100.00
<i>Vendor Total</i>						100.00
ADT SECURITY SERVICES						
WATER & SEWER	PUBLIC WORKS	800-090-840-5488	CONTRACT PAYMENTS	45273636	FIRE ALARM BL80	36.00
WATER & SEWER	PUBLIC WORKS	800-090-840-5488	CONTRACT PAYMENTS	45273637	FIRE ALARM BL45	36.00
WATER & SEWER	PUBLIC WORKS	800-090-840-5488	CONTRACT PAYMENTS	45273638	FIRE ALARM BL40	36.00
GENERAL	ADMINISTRATION	100-010-110-5488	CONTRACT PAYMENT	45273652	FIRE ALARM	144.00
GENERAL	POLICE	100-080-430-5350	MAINT BLDGS	45273653	ANNUAL CHARGE	144.00
GENERAL	POLICE	100-080-430-5350	MAINT BLDGS	45273657	ANNUAL CHARGE	144.00
<i>Vendor Total</i>						540.00
AFLAC						
GENERAL		100-002-000-2205	AFLAC INS WH PAYABLE	903664	VOL EMPLOYEE INSURANCE	1,138.72
<i>Vendor Total</i>						1,138.72
AMERICAN GASES CORP						
GENERAL	PUBLIC WORKS	100-090-511-5568	OPERATING SUPPLIES	161915	MSDS SHEET	37.63
<i>Vendor Total</i>						37.63
AMERICAN HOARDERS						
GENERAL	PUBLIC WORKS	100-090-511-5488	CONTRACT PAYMENT	APRIL 2011	APRIL 4-15 2011	2,652.22
DEPOT PARKING	ADMINISTRATION	101-010-275-5488	CONTRACT PAYMENT	APRIL 2011	APRIL 4-15 2011	231.98
<i>Vendor Total</i>						2,884.20

Village of Antioch, IL
Accounts Payable - May 2, 2011

<u>FUND</u>	<u>DEPARTMENT</u>	<u>GL-EXP-ACCT</u>	<u>DESCRIPTION</u>	<u>INVOICE-NO</u>	<u>REFERENCE</u>	<u>PAYMENT AMOUNT</u>
ANTIOCH ELECTRIC SERVICES INC						
GENERAL	PUBLIC WORKS	100-090-545-5340	MAINTENANCE - STREET LIGHTS	52546	MAINT STREET LIGHT	337.72
<i>Vendor Total</i>						337.72
ANTIOCH POSTMASTER						
WATER & SEWER	ADMINISTRATION	800-010-810-5432	POSTAGE	20110422	UTILITY BILLS B FEB,MARCH,MAY	176.00
<i>Vendor Total</i>						176.00
ARAMARK						
GENERAL	POLICE	100-080-430-5569	UNIFORMS	511315369	EMBOSSSED LEAF	21.54
<i>Vendor Total</i>						21.54
AT&T						
GENERAL	FIRE	100-050-440-5423	TELEPHONE SERVICE	3951018411	84739510187563 STA 1	18.28
GENERAL	FIRE DISTRICT	100-050-490-5423	TELEPHONE SVC	3951018411	84739510187563 STA 1	18.29
GENERAL	PARKS & REC	100-060-312-5423	TELEPHONE SVC	3951759411	84739517597921	110.15
GENERAL	FIRE	100-050-440-5423	TELEPHONE SERVICE	3956582411	84739565827790 STA 2	17.89
GENERAL	FIRE DISTRICT	100-050-490-5423	TELEPHONE SVC	3956582411	84739565827790 STA 2	17.88
GENERAL	POLICE	100-080-430-5423	TELEPHONE SVC	3958588411	84739585887600	132.13
GENERAL	PUBLIC WORKS	100-090-511-5423	TELEPHONE SVC	3959459411	84739594597042	76.48
<i>Vendor Total</i>						391.10
AWARDS BY KAYDAN						
GENERAL	ADMINISTRATION	100-010-101-5438	OTHER PROFESSIONAL SVC	13827	CAPTAINS CLOCK/BADGES	71.50
<i>Vendor Total</i>						71.50
BASS PRO SHOPS/OUTDOOR WORLD						
GENERAL	POLICE	100-080-430-5331	TRAINING	040411	RANGE USE	162.00
<i>Vendor Total</i>						162.00

Village of Antioch, IL
Accounts Payable - May 2, 2011

<u>FUND</u>	<u>DEPARTMENT</u>	<u>GL-EXP-ACCT</u>	<u>DESCRIPTION</u>	<u>INVOICE-NO</u>	<u>REFERENCE</u>	<u>PAYMENT AMOUNT</u>
BSN SPORTS						
GENERAL	PARKS & REC	100-060-312-5355	MAINT-GROUNDS	93951933	TENNIS NET	696.12
<i>Vendor Total</i>						696.12
BURRIS EQUIPMENT CO						
GENERAL	PUBLIC WORKS	100-090-511-5352	MAINTENANCE-EQUIPMENT	PI00309	PARTS	44.58
GENERAL	PUBLIC WORKS	100-090-511-5352	MAINTENANCE-EQUIPMENT	PL71227	PARTS/FREIGHT	91.58
<i>Vendor Total</i>						136.16

Village of Antioch, IL
Accounts Payable - May 2, 2011

<u>FUND</u>	<u>DEPARTMENT</u>	<u>GL-EXP-ACCT</u>	<u>DESCRIPTION</u>	<u>INVOICE-NO</u>	<u>REFERENCE</u>	<u>PAYMENT AMOUNT</u>
CALL ONE						
GENERAL	ADMINISTRATION	100-010-110-5423	TELEPHONE SVC	APRIL 2011	LOCAL/LONG DIST SRV	182.28
WATER & SEWER	PUBLIC WORKS	800-090-840-5423	TELEPHONE SVC	APRIL 2011	LOCAL/LONG DIST SRV	17.14
GENERAL	PUBLIC WORKS	100-090-511-5423	TELEPHONE SVC	APRIL 2011	LOCAL/LONG DIST SRV	451.13
WATER & SEWER	PUBLIC WORKS	800-090-820-5423	TELEPHONE SVC	APRIL 2011	LOCAL/LONG DIST SRV	36.48
WATER & SEWER	PUBLIC WORKS	800-090-830-5423	TELEPHONE SVC	APRIL 2011	LOCAL/LONG DIST SRV	18.25
WATER & SEWER	PUBLIC WORKS	800-090-830-5423	TELEPHONE SVC	APRIL 2011	LOCAL/LONG DIST SRV	16.25
WATER & SEWER	PUBLIC WORKS	800-090-830-5423	TELEPHONE SVC	APRIL 2011	LOCAL/LONG DIST SRV	126.07
WATER & SEWER	PUBLIC WORKS	800-090-830-5423	TELEPHONE SVC	APRIL 2011	LOCAL/LONG DIST SRV	18.25
WATER & SEWER	PUBLIC WORKS	800-090-830-5423	TELEPHONE SVC	APRIL 2011	LOCAL/LONG DIST SRV	18.25
GENERAL	FINANCE	100-040-113-5423	TELEPHONE SERVICE	APRIL 2011	LOCAL/LONG DIST SRV	16.39
GENERAL	ENGINEERING	100-030-215-5423	TELEPHONE SVC	APRIL 2011	LOCAL/LONG DIST SRV	37.03
GENERAL	PZB	100-070-216-5423	TELEPHONE SVC	APRIL 2011	LOCAL/LONG DIST SRV	106.38
GENERAL	FIRE DISTRICT	100-050-490-5423	TELEPHONE SVC	APRIL 2011	LOCAL/LONG DIST SRV	325.49
GENERAL	FIRE SAFETY	100-050-441-5423	TELEPHONE SVC	APRIL 2011	LOCAL/LONG DIST SRV	325.49
GENERAL	ADMINISTRATION	100-010-425-5423	TELEPHONE SVC	APRIL 2011	LOCAL/LONG DIST SRV	48.74
GENERAL	POLICE	100-080-430-5423	TELEPHONE SVC	APRIL 2011	LOCAL/LONG DIST SRV	718.24
GENERAL	POLICE	100-080-431-5423	TELEPHONE SVC	APRIL 2011	LOCAL/LONG DIST SRV	152.01
GENERAL	PARKS & REC	100-060-312-5423	TELEPHONE SVC	APRIL 2011	LOCAL/LONG DIST SRV	383.88
GENERAL	PARKS & REC	100-060-334-5423	TELEPHONE SVC	APRIL 2011	LOCAL/LONG DIST SRV	95.00
GENERAL	PARKS & REC	100-060-313-5423	TELEPHONE SVC	APRIL 2011	LOCAL/LONG DIST SRV	23.05
<i>Vendor Total</i>						3,115.80
CAL-TECH SUPPLY, INC						
GENERAL	PUBLIC WORKS	100-090-511-5351	MAINT VEHICLES	12541	TIRE REPAIR	197.47
<i>Vendor Total</i>						197.47
CARTRIDGE WORLD - ANTIOCH						
GENERAL	POLICE	100-080-430-5565	OFFICE SUPPLIES	7152	TONER	54.59
<i>Vendor Total</i>						54.59

Village of Antioch, IL
Accounts Payable - May 2, 2011

<u>FUND</u>	<u>DEPARTMENT</u>	<u>GL-EXP-ACCT</u>	<u>DESCRIPTION</u>	<u>INVOICE-NO</u>	<u>REFERENCE</u>	<u>PAYMENT AMOUNT</u>
CHICAGO INTERNATIONAL TRUCKS						
GENERAL	PUBLIC WORKS	100-090-511-5351	MAINT VEHICLES	215304	PARTS/LABOR	524.99
<i>Vendor Total</i>						524.99
COLORADO ELECTRIC SUPPLY						
WATER & SEWER	PUBLIC WORKS	800-090-840-5567	MAINTENANCE SUPPLIES	LKV/014713	SUPPLIES	10.10
WATER & SEWER	PUBLIC WORKS	800-090-840-5567	MAINTENANCE SUPPLIES	LKV/014723	SUPPLIES	60.60
<i>Vendor Total</i>						70.70
COMCAST CABLE						
WATER & SEWER	PUBLIC WORKS	800-090-840-5423	TELEPHONE SVC	0140541411	INTERNET	59.95
GENERAL	FIRE	100-050-440-5423	TELEPHONE SERVICE	0141333411	INTERNET	29.98
GENERAL	FIRE DISTRICT	100-050-490-5423	TELEPHONE SVC	0141333411	INTERNET	29.97
GENERAL	POLICE	100-080-430-5423	TELEPHONE SVC	1693APR	CABLE	2.08
<i>Vendor Total</i>						121.98
CONCRETE SOLUTIONS						
GENERAL	PUBLIC WORKS	100-090-545-5567	MAINTENANCE SUPPLIES	20673	SUPPLIES	60.00
<i>Vendor Total</i>						60.00
CONSERV FS						
GENERAL	PUBLIC WORKS	100-090-511-5355	MAINT-GROUNDS	1436193-IN	EROSION BLANKETS	313.56
<i>Vendor Total</i>						313.56
GRETEX MATERIALS, INC						
GENERAL	PUBLIC WORKS	100-090-545-5567	MAINTENANCE SUPPLIES	129099	DENSE GRADE	573.92
WATER & SEWER	PUBLIC WORKS	800-090-820-5356	MAINT UTILITY SYSTEM	129099	DENSE GRADE	573.91
<i>Vendor Total</i>						1,147.83

Village of Antioch, IL
Accounts Payable - May 2, 2011

<u>FUND</u>	<u>DEPARTMENT</u>	<u>GL-EXP-ACCT</u>	<u>DESCRIPTION</u>	<u>INVOICE-NO</u>	<u>REFERENCE</u>	<u>PAYMENT AMOUNT</u>
CUSTOM PRODUCTS CORPORATION						
GENERAL	PUBLIC WORKS	100-090-545-5567	MAINTENANCE SUPPLIES	212339	SIGNS	317.36
<i>Vendor Total</i>						317.36
ELEMENT PAYMENT SERVICES						
GENERAL	PARKS & REC	100-060-312-5488	CONTRACT PAYMENT	123807	MONTHLY FEE	25.00
<i>Vendor Total</i>						25.00
FALCON CONSTRUCTION						
GENERAL	PUBLIC WORKS	100-090-511-5350	MAINT BLDGS	1104	NEW DOOR	1,889.43
<i>Vendor Total</i>						1,889.43
FIRE ENGINEERING						
GENERAL	FIRE	100-050-440-5571	PUBLICATIONS	042811	SUBSCRIPTION	12.50
GENERAL	FIRE DISTRICT	100-050-490-5571	PUBLICATIONS	042811	SUBSCRIPTION	12.50
<i>Vendor Total</i>						25.00

Village of Antioch, IL
Accounts Payable - May 2, 2011

<u>FUND</u>	<u>DEPARTMENT</u>	<u>GL-EXP-ACCT</u>	<u>DESCRIPTION</u>	<u>INVOICE-NO</u>	<u>REFERENCE</u>	<u>PAYMENT AMOUNT</u>
FIRST BANKCARD						
GENERAL	PARKS & REC	100-060-312-5438	OTHER PROFESSIONAL SVC	489440474	ACCT # 5477259348944047	156.65
GENERAL	PARKS & REC	100-060-312-5438	OTHER PROFESSIONAL SVC	517204744	ACCT # 5477259351720474	3.50
DOLLY SPIERING		235-060-335-5570	FOOD	650695464	ACCT # 54477259365069546	311.80
DOLLY SPIERING		235-060-335-5438	OTHER PROFESSIONAL SVC	650695464	ACCT # 54477259365069546	54.78
GENERAL	PUBLIC WORKS	100-090-545-5353	MAINT-STREETS	702312690	ACCT #5477259370322690	53.72
GENERAL	PUBLIC WORKS	100-090-545-5353	MAINT-STREETS	702312690	ACCT #5477259370322690	525.24
GENERAL	PUBLIC WORKS	100-090-511-5565	OFFICE SUPPLIES	702312690	ACCT #5477259370322690	110.45
GENERAL	PUBLIC WORKS	100-090-511-5438	OTHER PROFESSIONAL SVC	702312690	ACCT #5477259370322690	49.85
GENERAL	POLICE	100-080-430-5568	OPERATING SUPPLIES	703188134	ACCT # 5477259370318813	92.99
GENERAL	POLICE	100-080-430-5568	OPERATING SUPPLIES	703188134	ACCT # 5477259370318813	464.64
GENERAL	POLICE	100-080-430-5568	OPERATING SUPPLIES	703188134	ACCT # 5477259370318813	40.00
GENERAL	PARKS & REC	100-060-348-5448	PROGRAM EXPENSE	703225754	ACCT # 5477259370322575	320.55
GENERAL	PARKS & REC	100-060-348-5438	OTHER PROFESSIONAL SVC	703225754	ACCT # 5477259370322575	50.34
GENERAL	ADMINISTRATION	100-010-425-5329	TRAVEL EXPENSE	703226583	ACCT# 54772593703252658	86.24
GENERAL	ADMINISTRATION	100-010-425-5423	TELEPHONE SVC	703226583	ACCT# 54772593703252658	14.95
GENERAL	ADMINISTRATION	100-010-425-5331	TRAINING	703226583	ACCT# 54772593703252658	110.00
GENERAL	ADMINISTRATION	100-010-425-5331	TRAINING	7032265841	ACCT # 5477259370322658	337.95
GENERAL	ADMINISTRATION	100-010-425-5568	OPERATING SUPPLIES	7032265841	ACCT # 5477259370322658	404.18
GENERAL	ADMINISTRATION	100-010-425-5423	TELEPHONE SVC	7032265841	ACCT # 5477259370322658	14.95
GENERAL	ADMINISTRATION	100-010-425-5329	TRAVEL EXPENSE	7032265841	ACCT # 5477259370322658	28.75
GENERAL	ADMINISTRATION	100-010-425-5329	TRAVEL EXPENSE	7032265841	ACCT # 5477259370322658	7.32
GENERAL	ADMINISTRATION	100-010-425-5568	OPERATING SUPPLIES	7032265841	ACCT # 5477259370322658	51.40
Vendor Total						3,290.25
FISCHER BROS FRESH CONCRETE IN						
GENERAL	PUBLIC WORKS	100-090-545-5354	MAINT SIDEWALKS	13987	READY MIX	526.75
GENERAL	PUBLIC WORKS	100-090-545-5354	MAINT SIDEWALKS	13995	READY MIX	478.50
Vendor Total						1,005.25

Village of Antioch, IL
Accounts Payable - May 2, 2011

<u>FUND</u>	<u>DEPARTMENT</u>	<u>GL-EXP-ACCT</u>	<u>DESCRIPTION</u>	<u>INVOICE-NO</u>	<u>REFERENCE</u>	<u>PAYMENT AMOUNT</u>
FOX VALLEY OPERATORS ASSN						
WATER & SEWER	PUBLIC WORKS	800-090-840-5403	PROFESSIONAL DUES	042811	DUES	60.00
<i>Vendor Total</i>						60.00
GALL'S INC						
GENERAL	POLICE	100-080-430-5569	UNIFORMS	511299872	RESPONSE JACKET	59.10
GENERAL	POLICE	100-080-430-5569	UNIFORMS	511304330	POLYWOOL TROUSERS	95.99
GENERAL	POLICE	100-080-430-5569	UNIFORMS	511306203	SERPA	145.74
GENERAL	POLICE	100-080-430-5569	UNIFORMS	511313973	SERPA	32.40
<i>Vendor Total</i>						333.23
GHA TECHNOLOGIES INC						
GENERAL	POLICE	100-080-431-5755	EQUIPMENT<\$25K	649583	CORDLESS STAT-ZAP	206.00
<i>Vendor Total</i>						206.00
GRAINGER INC						
GENERAL	PUBLIC WORKS	100-090-511-5350	MAINT BLDGS	9508737906	LAMP TRAY	19.44
GENERAL	PUBLIC WORKS	100-090-511-5350	MAINT BLDGS	9510553499	SOCKET	13.30
GENERAL	PUBLIC WORKS	100-090-511-5350	MAINT BLDGS	9512999104	RAPAIR KITS	272.96
GENERAL	PUBLIC WORKS	100-090-511-5350	MAINT BLDGS	9516332120	LAMP	82.80
<i>Vendor Total</i>						388.50
GROWER EQUIPMENT & SUPPLY						
GENERAL	PUBLIC WORKS	100-090-511-5352	MAINTENANCE-EQUIPMENT	46596	MOWER PARTS	255.21
<i>Vendor Total</i>						255.21

Village of Antioch, IL
Accounts Payable - May 2, 2011

<u>FUND</u>	<u>DEPARTMENT</u>	<u>GL-EXP-ACCT</u>	<u>DESCRIPTION</u>	<u>INVOICE-NO</u>	<u>REFERENCE</u>	<u>PAYMENT AMOUNT</u>
HACH COMPANY						
WATER & SEWER	PUBLIC WORKS	800-090-840-5568	OPERATING SUPPLIES	7191786	AMMONIA	182.71
WATER & SEWER	PUBLIC WORKS	800-090-840-5568	OPERATING SUPPLIES	7205784	SODIUM	31.50
<i>Vendor Total</i>						214.21
HINCKLEY SPRINGS INC						
GENERAL	FIRE	100-050-440-5565	OFFICE SUPPLIES	1040611	WATER	56.09
GENERAL	FIRE DISTRICT	100-050-490-5565	OFFICE SUPPLIES	1040611	WATER	56.08
<i>Vendor Total</i>						112.17
HON HENRY "SKIP" TONIGAN, RET, PC						
GENERAL		100-012-110-5101	SALARIES & WAGES	042011	COURT	340.00
<i>Vendor Total</i>						340.00
HORN TREVOR FEEDS INC						
GENERAL	PUBLIC WORKS	100-090-511-5355	MAINT-GROUNDS	522800	50# AIRPORT SUNNY	85.00
GENERAL	PUBLIC WORKS	100-090-511-5355	MAINT-GROUNDS	522837	SUNNY MIX	84.00
<i>Vendor Total</i>						169.00
IAFC MEMBERSHIP						
GENERAL	FIRE	100-050-440-5403	PROFESSIONAL DUES	04250411	SUBSCRIPTION	114.50
GENERAL	FIRE DISTRICT	100-050-490-5403	PROFESSIONAL DUES	04250411	SUBSCRIPTION	114.50
<i>Vendor Total</i>						229.00
ILLINOIS DEPT OF TRANSPORTATIO						
GENERAL	PUBLIC WORKS	100-090-545-5488	CONTRACT PAYMENT	37445	TRAFFIC SIGNAL MAINT	3,128.01
<i>Vendor Total</i>						3,128.01

Village of Antioch, IL
Accounts Payable - May 2, 2011

<u>FUND</u>	<u>DEPARTMENT</u>	<u>GL-EXP-ACCT</u>	<u>DESCRIPTION</u>	<u>INVOICE-NO</u>	<u>REFERENCE</u>	<u>PAYMENT AMOUNT</u>
IMPRESSIONS COUNT						
GENERAL	ADMINISTRATION	100-010-110-5434	PRINTING SVC	34407	APRIL NEWS LETTER	-619.50
GENERAL	ADMINISTRATION	100-010-110-5434	PRINTING SVC	34407	APRIL NEWS LETTER	665.08
GENERAL	ADMINISTRATION	100-010-110-5434	PRINTING SVC	34434	MAY NEWS LETTER	665.00
<i>Vendor Total</i>						710.58
INFINI-TEA						
GENERAL	PARKS & REC	100-060-314-5448	PROGRAM EXPENSE	05012011	MOTHER DAUGHTER TEA	1,391.50
<i>Vendor Total</i>						1,391.50
INTERSTATE ABC						
GENERAL	PUBLIC WORKS	100-090-511-5350	MAINT BLDGS	023129	BATTERIES	323.82
<i>Vendor Total</i>						323.82
INT'L INSTITUTE OF MUNICIPAL C						
GENERAL	ADMINISTRATION	100-010-115-5403	PROFESSIONAL DUES	REN042011	RENEWAL	210.00
<i>Vendor Total</i>						210.00
JG UNIFORMS INC						
GENERAL	POLICE	100-080-430-5569	UNIFORMS	24516	PATCH	7.00
GENERAL	POLICE	100-080-430-5569	UNIFORMS	24550	SOCKS	39.98
GENERAL	POLICE	100-080-430-5569	UNIFORMS	24557	SHIRTS	120.77
GENERAL	POLICE	100-080-430-5569	UNIFORMS	24558	SHIRTS	120.77
<i>Vendor Total</i>						288.52
KALE						
GENERAL	POLICE	100-080-430-5569	UNIFORMS	546217	UNIFORMS	38.34
<i>Vendor Total</i>						38.34

Village of Antioch, IL
Accounts Payable - May 2, 2011

<u>FUND</u>	<u>DEPARTMENT</u>	<u>GL-EXP-ACCT</u>	<u>DESCRIPTION</u>	<u>INVOICE-NO</u>	<u>REFERENCE</u>	<u>PAYMENT AMOUNT</u>
KATHY GLEVEN						
GENERAL	PARKS & REC	100-060-314-5448	PROGRAM EXPENSE	041911	REIMBURSEMENT	12.15
<i>Vendor Total</i>						12.15
KOSCO FLAGS & FLAGPOLES						
GENERAL	ADMINISTRATION	100-010-110-5568	OPERATING SUPPLIES	7077	FLAGS	802.35
<i>Vendor Total</i>						802.35
KUNES COUNTRY						
GENERAL	PUBLIC WORKS	100-090-511-5351	MAINT VEHICLES	115824	COVER	111.15
GENERAL	PUBLIC WORKS	100-090-511-5351	MAINT VEHICLES	115850	COVER	32.23
GENERAL	PUBLIC WORKS	100-090-511-5351	MAINT VEHICLES	115909	VALVE	78.73
GENERAL	PUBLIC WORKS	100-090-511-5351	MAINT VEHICLES	115911	SWITCH	51.82
<i>Vendor Total</i>						273.93
L & L REPORTING SERVICE						
GENERAL	ADMINISTRATION	100-010-110-5438	OTHER PROFESSIONAL SVC	41194	DEPOSITION REICH/DENINNO	884.95
<i>Vendor Total</i>						884.95
L3 COM MOBILE VISION, INC						
PUBLIC SAFETY	POLICE	129-080-427-5755	EQUIPMENT<\$25K	0170261-IN	TRANSMITTER	121.90
<i>Vendor Total</i>						121.90
LAKE COUNTY FIELDERS						
GENERAL	PARKS & REC	100-060-314-5448	PROGRAM EXPENSE	042511	DEPOSIT FOR BB TICKETS	255.00
<i>Vendor Total</i>						255.00

Village of Antioch, IL
Accounts Payable - May 2, 2011

<u>FUND</u>	<u>DEPARTMENT</u>	<u>GL-EXP-ACCT</u>	<u>DESCRIPTION</u>	<u>INVOICE-NO</u>	<u>REFERENCE</u>	<u>PAYMENT AMOUNT</u>
LAKE COUNTY TRUCK SALES & SERV						
GENERAL	PUBLIC WORKS	100-090-511-5351	MAINT VEHICLES	54268	PARTS	324.75
GENERAL	PUBLIC WORKS	100-090-511-5351	MAINT VEHICLES	54273	PARTS/FREIGHT	66.18
<i>Vendor Total</i>						390.93
LIBBY A BAKER						
GENERAL	PARKS & REC	100-060-314-5448	PROGRAM EXPENSE	042011	REIMBURSEMENT SUPPLIES	100.24
GENERAL	PARKS & REC	100-060-312-5568	OPERATING SUPPLIES	042811	REIMBURSEMENT	56.84
GENERAL	PARKS & REC	100-060-312-5329	TRAVEL EXPENSE	0428211	MILEAGE REIMB	19.09
<i>Vendor Total</i>						176.17
MCHENRY ANALYTICAL WATER LAB I						
WATER & SEWER	PUBLIC WORKS	800-090-820-5438	OTHER PROFESSIONAL SVC	27217	TESTING	1,040.00
WATER & SEWER	PUBLIC WORKS	800-090-840-5438	OTHER PROFESSIONAL SVC	27217	TESTING	99.00
WATER & SEWER	PUBLIC WORKS	800-090-840-5438	OTHER PROFESSIONAL SVC	27269	NPDES TESTING	84.00
<i>Vendor Total</i>						1,223.00

Village of Antioch, IL
Accounts Payable - May 2, 2011

<u>FUND</u>	<u>DEPARTMENT</u>	<u>GL-EXP-ACCT</u>	<u>DESCRIPTION</u>	<u>INVOICE-NO</u>	<u>REFERENCE</u>	<u>PAYMENT AMOUNT</u>
MENARDS - ANTIOCH						
WATER & SEWER	PUBLIC WORKS	800-090-840-5565	OFFICE SUPPLIES	36931	SUPPLIES	10.41
WATER & SEWER	PUBLIC WORKS	800-090-840-5568	OPERATING SUPPLIES	36931	SUPPLIES	12.50
WATER & SEWER	PUBLIC WORKS	800-090-840-5567	MAINTENANCE SUPPLIES	36931	SUPPLIES	1.92
PARK ACQN	PARKS & RECREATION	361-060-238-5755	EQUIPMENT<\$25K	40163	LUMBER	54.60
GENERAL	FIRE DISTRICT	100-050-490-5352	MAINTENANCE-EQUIPMENT	41296	TAPE	5.59
GENERAL	PUBLIC WORKS	100-090-511-5350	MAINT BLDGS	41500	LIGHT BULB	6.98
GENERAL	PUBLIC WORKS	100-090-511-5350	MAINT BLDGS	41796	CAULK/TUBE	22.11
GENERAL	PUBLIC WORKS	100-090-511-5569	UNIFORMS	41802	GLOVES	27.96
GENERAL	PUBLIC WORKS	100-090-511-5355	MAINT-GROUNDS	41847	DOGEAR PANEL	79.76
GENERAL	PUBLIC WORKS	100-090-511-5355	MAINT-GROUNDS	41895	DOGEAR PANEL	79.76
GENERAL	POLICE	100-080-430-5350	MAINT BLDGS	42038	SCREWS/CAULK	19.17
GENERAL	PUBLIC WORKS	100-090-511-5569	UNIFORMS	42039	BOOT LACES	7.05
GENERAL	PUBLIC WORKS	100-090-511-5350	MAINT BLDGS	42045	NUTS/BOLTS/SCREWS	33.92
GENERAL	PUBLIC WORKS	100-090-511-5350	MAINT BLDGS	42074	TOILET VALVE/URINAL PARTS	116.56
GENERAL	POLICE	100-080-430-5350	MAINT BLDGS	42726	BATTERIES	26.88
GENERAL	POLICE	100-080-430-5350	MAINT BLDGS	42744	BATTERY/MINI ROLLER	7.37
GENERAL	PUBLIC WORKS	100-090-511-5350	MAINT BLDGS	42779	FENDER WASHER	6.96
<i>Vendor Total</i>						519.50
NGC-PETERSONI PRODUCTS						
GENERAL	PUBLIC WORKS	100-090-511-5567	CLEANING SUPPLIES	55403	CLEANING SUPPLIES	916.75
GENERAL	PUBLIC WORKS	100-090-511-5567	CLEANING SUPPLIES	55416	CLEANING SUPPLIES	191.25
<i>Vendor Total</i>						1,108.00

Village of Antioch, IL
Accounts Payable - May 2, 2011

<u>FUND</u>	<u>DEPARTMENT</u>	<u>GL-EXP-ACCT</u>	<u>DESCRIPTION</u>	<u>INVOICE-NO</u>	<u>REFERENCE</u>	<u>PAYMENT AMOUNT</u>
NICOR GAS						
WATER & SEWER	PUBLIC WORKS	800-090-830-5430	UTILITY - GAS	458271048	ACCT# 23-45-82-7104 8	21.91
WATER & SEWER	PUBLIC WORKS	800-090-830-5430	UTILITY - GAS	5608977	ACCT# 95-56-08-0977 4	37.45
GENERAL	PUBLIC WORKS	100-090-511-5430	UTILITY - GAS	590410000	ACCT# 71-59-04-1000 8	111.13
GENERAL	PUBLIC WORKS	100-090-511-5430	UTILITY - GAS	6068100008	ACCT# 58-60-68-1000 8	122.31
WATER & SEWER	PUBLIC WORKS	800-090-820-5430	UTILITY - GAS	681000001	ACCT# 14-60-68-1000 1	145.35
GENERAL	PUBLIC WORKS	100-090-511-5430	UTILITY - GAS	68100007	ACCT# 77-70-68-1000 7	230.32
GENERAL	PUBLIC WORKS	100-090-511-5430	UTILITY - GAS	7068100009	ACCT# 00-70-68-1000 9	100.83
GENERAL	FIRE	100-050-440-5430	UTILITY - GAS	928400000	ACCT# 00-92-84-1000 0	164.24
GENERAL	FIRE DISTRICT	100-050-490-5430	UTILITY - GAS	928400000	ACCT# 00-92-84-1000 0	164.24
<i>Vendor Total</i>						1,097.78
NOTARY PUBLIC ASSOCIATION						
GENERAL	ADMINISTRATION	100-010-115-5403	PROFESSIONAL DUES	033012	NOTARY STAMP	16.90
<i>Vendor Total</i>						16.90
ORIENTAL TRADING CO INC						
GENERAL	PARKS & REC	100-060-348-5438	OTHER PROFESSIONAL SVC	643671093	SUPPLIES EASTER	348.96
GENERAL	PARKS & REC	100-060-314-5448	PROGRAM EXPENSE	643938421	CAMP CRAYON	94.94
<i>Vendor Total</i>						443.90
PEERLESS COFFEE						
	DOLLY SPIERING	235-060-335-5570	FOOD	31253	COFFEE FOR SENIOR CENTER	213.45
<i>Vendor Total</i>						213.45
PEKIN LIFE INSURANCE CO						
GENERAL		100-002-000-2207	LIFE INS WH PAYABLE	050311CM	ADDITIONAL INS	13.90
<i>Vendor Total</i>						13.90

Village of Antioch, IL
Accounts Payable - May 2, 2011

<u>FUND</u>	<u>DEPARTMENT</u>	<u>GL-EXP-ACCT</u>	<u>DESCRIPTION</u>	<u>INVOICE-NO</u>	<u>REFERENCE</u>	<u>PAYMENT AMOUNT</u>
PEST CONTROL SERVICES, INC						
GENERAL	FIRE	100-050-440-5350	MAINT BUILDINGS	45756	PEST CONTROL	67.00
GENERAL	FIRE DISTRICT	100-050-490-5350	MAINT BLDGS	45756	PEST CONTROL	67.00
<i>Vendor Total</i>						134.00
PF PETTIBONE & CO						
GENERAL	POLICE	100-080-430-5569	UNIFORMS	22653	SGT CHEVRO	28.50
<i>Vendor Total</i>						28.50
PLATINUM SYSTEMS						
GENERAL	FIRE	100-050-440-5488	CONTRACT PAYMENT	K-52710	SERVER WORK	187.50
GENERAL	FIRE DISTRICT	100-050-490-5488	CONTRACT PAYMENTS	K-52710	SERVER WORK	187.50
<i>Vendor Total</i>						375.00
PRECISION SERVICE & PARTS, INC						
GENERAL	PUBLIC WORKS	100-090-511-5351	MAINT VEHICLES	07-042721	PARTS	82.76
GENERAL	PUBLIC WORKS	100-090-511-5351	MAINT VEHICLES	07-043104	PARTS	65.46
<i>Vendor Total</i>						148.22
RAY O'HERRON INC						
GENERAL	POLICE	100-080-430-5569	UNIFORMS	109045-IN	HOLSTER	131.77
GENERAL	POLICE	100-080-430-5569	UNIFORMS	1109051-IN	SAFETY CLIP/BADGE CLIP	78.92
GENERAL	POLICE	100-080-430-5569	UNIFORMS	1109269-IN	WALLET CLIP	148.84
<i>Vendor Total</i>						359.53
RAYMOND CHEVY OLDS						
GENERAL	PUBLIC WORKS	100-090-511-5351	MAINT VEHICLES	185975	CAP W/NUT	10.86
GENERAL	PUBLIC WORKS	100-090-511-5351	MAINT VEHICLES	186034	SEAL	14.72
<i>Vendor Total</i>						25.58

Village of Antioch, IL
Accounts Payable - May 2, 2011

<u>FUND</u>	<u>DEPARTMENT</u>	<u>GL-EXP-ACCT</u>	<u>DESCRIPTION</u>	<u>INVOICE-NO</u>	<u>REFERENCE</u>	<u>PAYMENT AMOUNT</u>
RICOH AMERICAS CORP						
GENERAL	PARKS & REC	100-060-312-5488	CONTRACT PAYMENT	19141977	COPIER	181.18
<i>Vendor Total</i>						181.18
RIVER CITY SUPPLY						
GENERAL	FIRE	100-050-440-5434	PRINTING SVC	042111B	FIRE SAFETY MESSAGE	109.00
GENERAL	FIRE DISTRICT	100-050-490-5434	PRINTING SVC	042111B	FIRE SAFETY MESSAGE	109.00
<i>Vendor Total</i>						218.00
SHAWN ROBY						
GENERAL	PARKS & REC	100-060-314-5448	PROGRAM EXPENSE	042611	MEETING	25.65
<i>Vendor Total</i>						25.65

Village of Antioch, IL
Accounts Payable - May 2, 2011

<u>FUND</u>	<u>DEPARTMENT</u>	<u>GL-EXP-ACCT</u>	<u>DESCRIPTION</u>	<u>INVOICE-NO</u>	<u>REFERENCE</u>	<u>PAYMENT AMOUNT</u>
SPRINT						
GENERAL	ADMINISTRATION	100-010-110-5424	PAGER/CELL PHONE SVC	02516-110	CELL PHONE SRV	267.62
GENERAL	ADMINISTRATION	100-010-101-5424	PAGER/CELL PHONE SVC	02516-110	CELL PHONE SRV	22.30
GENERAL	PZB	100-070-216-5424	PAGER/CELL PHONE SVC	02516-110	CELL PHONE SRV	120.21
GENERAL	PUBLIC WORKS	100-090-511-5424	PAGER/CELL PHONE SVC	02516-110	CELL PHONE SRV	399.33
GENERAL	ENGINEERING	100-030-215-5424	PAGER/CELL PHONE SVC	02516-110	CELL PHONE SRV	87.91
GENERAL	FIRE SAFETY	100-050-441-5424	PAGER/CELL PHONE SVC	02516-110	CELL PHONE SRV	109.52
GENERAL	FIRE DISTRICT	100-050-490-5424	PAGER/CELL PHONE SVC	02516-110	CELL PHONE SRV	109.52
GENERAL	PARKS & REC	100-060-312-5424	PAGER/CELL PHONE SVC	02516-110	CELL PHONE SRV	41.08
GENERAL	POLICE	100-080-430-5424	PAGER/CELL PHONE SVC	02516-110	CELL PHONE SRV	545.52
GENERAL	ADMINISTRATION	100-010-115-5424	PAGER/CELL PHONE SVC	02516-110	CELL PHONE SRV	22.30
GENERAL	PZB	100-070-216-5424	PAGER/CELL PHONE SVC	02516-110	CELL PHONE SRV	22.30
GENERAL	ADMINISTRATION	100-010-425-5424	PAGER/CELL PHONE SVC	02516-110	CELL PHONE SRV	62.29
GENERAL	FINANCE	100-040-113-5424	PAGER/CELL PHONE SVC	02516-110	CELL PHONE SRV	22.30
WATER & SEWER	PUBLIC WORKS	800-090-840-5424	PAGER/CELL PHONE SVC	02516-110	CELL PHONE SRV	71.80
GENERAL	PUBLIC WORKS	100-090-545-5424	PAGER/CELL PHONE SVC	02516-110	CELL PHONE SRV	418.94
WATER & SEWER	PUBLIC WORKS	800-090-820-5424	PAGER/CELL PHONE SVC	02516-110	CELL PHONE SRV	211.21
GENERAL	PARKS & REC	100-060-348-5424	PAGER/CELL PHONE SVC	02516-110	CELL PHONE SRV	26.71
<i>Vendor Total</i>						2,560.86
STAPLES BUSINESS ADVANTAGE						
GENERAL	ADMINISTRATION	100-010-110-5565	OFFICE SUPPLIES	8018280350	SUPPLIES	67.20
<i>Vendor Total</i>						67.20
STATE BANK OF THE LAKES						
CAPITAL PROJECTS	PUBLIC WORKS	300-090-545-5686	PRINCIPAL	21938411	STREET SWEEPER	2,918.33
CAPITAL PROJECTS	PUBLIC WORKS	300-090-545-5687	INTEREST	21938411	STREET SWEEPER	82.78
<i>Vendor Total</i>						3,001.11

Village of Antioch, IL
Accounts Payable - May 2, 2011

<u>FUND</u>	<u>DEPARTMENT</u>	<u>GL-EXP-ACCT</u>	<u>DESCRIPTION</u>	<u>INVOICE-NO</u>	<u>REFERENCE</u>	<u>PAYMENT AMOUNT</u>
TELVENT DTDN						
GENERAL	ADMINISTRATION	100-010-425-5488	CONTRACT PAYMENT	3369903	ANNUAL CHARGE	2,220.00
<i>Vendor Total</i>						2,220.00
THERESA KOVAGH						
GENERAL	PARKS & REC	100-060-314-5448	PROGRAM EXPENSE	042511	CAMP CRAYON	27.80
<i>Vendor Total</i>						27.80
TOSHIBA AMERICA INFORMATION SY						
GENERAL	POLICE	100-080-430-5488	CONTRACT PAYMENT	55577862	COPIER	217.00
<i>Vendor Total</i>						217.00
TOSHIBA BUSINESS SOLUTIONS						
GENERAL	POLICE	100-080-430-5488	CONTRACT PAYMENT	8179610	COPIER	859.38
GENERAL	FINANCE	100-040-113-5488	CONTRACT PAYMENT	8179610	COPIER	1,250.07
<i>Vendor Total</i>						2,109.45
TREDROC TIRE SERVICES						
GENERAL	PUBLIC WORKS	100-090-511-5352	MAINTENANCE-EQUIPMENT	244052	TIRES	264.00
<i>Vendor Total</i>						264.00
UNIFORMITY INC						
GENERAL	FIRE	100-050-440-5569	UNIFORMS	IN-193608	SHIRTS/TROUSERS	175.70
GENERAL	FIRE DISTRICT	100-050-490-5569	UNIFORMS	IN-193608	SHIRTS/TROUSERS	175.70
GENERAL	FIRE	100-050-440-5569	UNIFORMS	IN193672	PATCH	19.38
GENERAL	FIRE DISTRICT	100-050-490-5569	UNIFORMS	IN193672	PATCH	19.37
<i>Vendor Total</i>						390.15

Village of Antioch, IL
Accounts Payable - May 2, 2011

<u>FUND</u>	<u>DEPARTMENT</u>	<u>GL-EXP-ACCT</u>	<u>DESCRIPTION</u>	<u>INVOICE-NO</u>	<u>REFERENCE</u>	<u>PAYMENT AMOUNT</u>
UNITED HEALTHCARE						
GENERAL	ADMINISTRATION	100-010-101-5203	MEDICAL INSURANCE	23822751	MEDICAL INSURANCE	352.92
GENERAL	ADMINISTRATION	100-010-110-5203	MEDICAL INSURANCE	23822751	MEDICAL INSURANCE	2,194.47
GENERAL	ADMINISTRATION	100-010-115-5203	MEDICAL INSURANCE	23822751	MEDICAL INSURANCE	1,714.84
GENERAL	ADMINISTRATION	100-010-425-5203	MEDICAL INSURANCE	23822751	MEDICAL INSURANCE	1,009.01
GENERAL	PZB	100-070-242-5203	MEDICAL INSURANCE	23822751	MEDICAL INSURANCE	176.46
GENERAL	PZB	100-070-216-5203	MEDICAL INSURANCE	23822751	MEDICAL INSURANCE	1,361.92
GENERAL	FINANCE	100-040-113-5203	MEDICAL INSURANCE	23822751	MEDICAL INSURANCE	705.83
GENERAL	FIRE	100-050-440-5203	MEDICAL INSURANCE	23822751	MEDICAL INSURANCE	1,332.26
GENERAL	FIRE DISTRICT	100-050-490-5203	MEDICAL INSURANCE	23822751	MEDICAL INSURANCE	666.13
GENERAL	PARKS & REC	100-060-312-5203	MEDICAL INSURANCE	23822751	MEDICAL INSURANCE	352.92
GENERAL	PARKS & REC	100-060-348-5203	MEDICAL INSURANCE	23822751	MEDICAL INSURANCE	666.13
GENERAL	PARKS & REC	100-060-334-5203	MEDICAL INSURANCE	23822751	MEDICAL INSURANCE	504.50
GENERAL	PZB	100-070-217-5203	MEDICAL INSURANCE	23822751	MEDICAL INSURANCE	2,684.15
GENERAL	POLICE	100-080-430-5203	MEDICAL INSURANCE	23822751	MEDICAL INSURANCE	21,151.43
GENERAL	POLICE	100-080-431-5203	MEDICAL INSURANCE	23822751	MEDICAL INSURANCE	6,539.97
GENERAL	PUBLIC WORKS	100-090-511-5203	MEDICAL INSURANCE	23822751	MEDICAL INSURANCE	7,675.86
GENERAL	PUBLIC WORKS	100-090-545-5203	MEDICAL INSURANCE	23822751	MEDICAL INSURANCE	2,691.34
DOLLY SPIERING		235-060-335-5203	MEDICAL INSURANCE	23822751	MEDICAL INSURANCE	504.50
WATER & SEWER	ADMINISTRATION	800-010-810-5203	MEDICAL INSURANCE	23822751	MEDICAL INSURANCE	1,122.11
WATER & SEWER	PUBLIC WORKS	800-090-820-5203	MEDICAL INSURANCE	23822751	MEDICAL INSURANCE	1,231.15
WATER & SEWER	PUBLIC WORKS	800-090-830-5203	MEDICAL INSURANCE	23822751	MEDICAL INSURANCE	88.23
WATER & SEWER	PUBLIC WORKS	800-090-840-5203	MEDICAL INSURANCE	23822751	MEDICAL INSURANCE	3,027.02
GENERAL	NON-DEPARTMENTAL	100-005-000-5203	RETIREE HEALTH INS EXPENSE	23822751	MEDICAL INSURANCE	4,635.64
GENERAL	NON-DEPARTMENTAL	100-005-000-5203	RETIREE HEALTH INS EXPENSE	23822751	MEDICAL INSURANCE	-1,565.70
GENERAL		100-002-000-2203	MED INS WH PAYABLE	23822751	MEDICAL INSURANCE	8,792.91
GENERAL		100-002-000-2203	MED INS WH PAYABLE	23822751	MEDICAL INSURANCE	758.60
GENERAL	ADMINISTRATION	100-010-101-5201	DENTAL INSURANCE	23822751	DENTAL INSURANCE	5.75
GENERAL	ADMINISTRATION	100-010-110-5201	DENTAL INSURANCE	23822751	DENTAL INSURANCE	14.38
GENERAL	ADMINISTRATION	100-010-115-5201	DENTAL INSURANCE	23822751	DENTAL INSURANCE	17.25
GENERAL	ADMINISTRATION	100-010-425-5201	DENTAL INSURANCE	23822751	DENTAL INSURANCE	5.75
GENERAL	PZB	100-070-242-5201	DENTAL INSURANCE	23822751	DENTAL INSURANCE	2.87

Village of Antioch, IL
Accounts Payable - May 2, 2011

<u>FUND</u>	<u>DEPARTMENT</u>	<u>GL-EXP-ACCT</u>	<u>DESCRIPTION</u>	<u>INVOICE-NO</u>	<u>REFERENCE</u>	<u>PAYMENT AMOUNT</u>
GENERAL	PZB	100-070-216-5201	DENTAL INSURANCE	23822751	DENTAL INSURANCE	11.50
GENERAL	ENGINEERING	100-030-215-5201	DENTAL INSURANCE	23822751	DENTAL INSURANCE	7.19
GENERAL	FINANCE	100-040-113-5201	DENTAL INSURANCE	23822751	DENTAL INSURANCE	11.50
GENERAL	FIRE	100-050-440-5201	DENTAL INSURANCE	23822751	DENTAL INSURANCE	11.50
GENERAL	FIRE DISTRICT	100-050-490-5201	DENTAL INSURANCE	23822751	DENTAL INSURANCE	5.75
GENERAL	PARKS & REC	100-060-312-5201	DENTAL INSURANCE	23822751	DENTAL INSURANCE	5.75
GENERAL	PARKS & REC	100-060-348-5201	DENTAL INSURANCE	23822751	DENTAL INSURANCE	5.75
GENERAL	PARKS & REC	100-060-314-5201	DENTAL INSURANCE	23822751	DENTAL INSURANCE	5.75
GENERAL	PARKS & REC	100-060-334-5201	DENTAL INSURANCE	23822751	DENTAL INSURANCE	2.88
GENERAL	PZB	100-070-217-5201	DENTAL INSURANCE	23822751	DENTAL INSURANCE	17.25
GENERAL	POLICE	100-080-430-5201	DENTAL INSURANCE	23822751	DENTAL INSURANCE	201.25
GENERAL	POLICE	100-080-431-5201	DENTAL INSURANCE	23822751	DENTAL INSURANCE	57.50
GENERAL	PUBLIC WORKS	100-090-511-5201	DENTAL INSURANCE	23822751	DENTAL INSURANCE	51.76
GENERAL	PUBLIC WORKS	100-090-545-5201	DENTAL INSURANCE	23822751	DENTAL INSURANCE	34.50
DOLLY SPIERING		235-060-335-5201	DENTAL INSURANCE	23822751	DENTAL INSURANCE	2.87
WATER & SEWER	ADMINISTRATION	800-010-810-5201	DENTAL INSURANCE	23822751	DENTAL INSURANCE	15.80
WATER & SEWER	PUBLIC WORKS	800-090-820-5201	DENTAL INSURANCE	23822751	DENTAL INSURANCE	15.81
WATER & SEWER	PUBLIC WORKS	800-090-830-5201	DENTAL INSURANCE	23822751	DENTAL INSURANCE	1.44
WATER & SEWER	PUBLIC WORKS	800-090-840-5201	DENTAL INSURANCE	23822751	DENTAL INSURANCE	17.25

Vendor Total **70,903.60**

USABLUBOOK

WATER & SEWER	PUBLIC WORKS	800-090-840-5568	OPERATING SUPPLIES	369611	SUPPLIES	453.18
---------------	--------------	------------------	--------------------	--------	----------	--------

Vendor Total **453.18**

Village of Antioch, IL
Accounts Payable - May 2, 2011

<u>FUND</u>	<u>DEPARTMENT</u>	<u>GL-EXP-ACCT</u>	<u>DESCRIPTION</u>	<u>INVOICE-NO</u>	<u>REFERENCE</u>	<u>PAYMENT AMOUNT</u>
VERITY THREE, INC						
GENERAL	POLICE	100-080-430-5488	CONTRACT PAYMENT	22776	ONSITE	-7.50
GENERAL	POLICE	100-080-430-5488	CONTRACT PAYMENT	22776	ONSITE	23.75
GENERAL	PARKS & REC	100-060-312-5488	CONTRACT PAYMENT	23048	TRUCORE	52.00
GENERAL	ADMINISTRATION	100-010-110-5488	CONTRACT PAYMENT	23268	ONSITE	142.50
GENERAL	PZB	100-070-216-5488	CONTRACT PAYMENT	23268	ONSITE	23.75
GENERAL	POLICE	100-080-430-5488	CONTRACT PAYMENT	23270	ONSITE	47.50
<i>Vendor Total</i>						282.00
VILL OF ANTIOCH SENIOR PETTY						
	DOLLY SPIERING	235-060-335-5568	OPERATING SUPPLIES	MAR/APR	SUPPLIES	69.21
	DOLLY SPIERING	235-060-335-5570	FOOD	MAR/APR	FOOD	29.28
<i>Vendor Total</i>						98.49
VILLAGE OF ANTIOCH PD PETTY CA						
GENERAL	POLICE	100-080-430-5567	MAINTENANCE SUPPLIES	MAR/APRIL	SUPPLIES	82.06
GENERAL	POLICE	100-080-430-5570	FOOD	MAR/APRIL	FOOD	182.49
GENERAL	POLICE	100-080-430-5565	OFFICE SUPPLIES	MAR/APRIL	SUPPLIES	19.74
GENERAL	POLICE	100-080-430-5568	OPERATING SUPPLIES	MAR/APRIL	SUPPLIES	17.08
<i>Vendor Total</i>						301.37
VILLAGE OF ANTIOCH VH PETTY CA						
DEPOT PARKING	ADMINISTRATION	101-010-275-4451	RENTAL DEPOT PARKING LOT	042711	PARKING PASS REIMBURS	30.00
GENERAL	ADMINISTRATION	100-010-110-5432	POSTAGE	042711	POSTAGE	0.59
GENERAL	FINANCE	100-040-113-5432	POSTAGE	042711	POSTAGE	0.61
GENERAL	ADMINISTRATION	100-010-115-5565	OFFICE SUPPLIES	042711	SUPPLIES	8.37
GENERAL	PZB	100-070-216-5432	POSTAGE	042711	POSTAGE	11.65
GENERAL	PUBLIC WORKS	100-090-511-5329	TRAVEL EXPENSE	042711	TOLLS	8.80
<i>Vendor Total</i>						60.02

Village of Antioch, IL
Accounts Payable - May 2, 2011

<u>FUND</u>	<u>DEPARTMENT</u>	<u>GL-EXP-ACCT</u>	<u>DESCRIPTION</u>	<u>INVOICE-NO</u>	<u>REFERENCE</u>	<u>PAYMENT AMOUNT</u>
WALLY HENNING						
GENERAL	PZB	100-070-216-5331	TRAINING	042611	IAEI MEETING	18.00
<i>Vendor Total</i>						18.00
WAL-MART COMMUNITY						
GENERAL	PARKS & REC	100-060-348-5448	PROGRAM EXPENSE	2014376541	EASTER/WW/MDT	594.90
<i>Vendor Total</i>						594.90
WAREHOUSE DIRECT OFFICE PRODUC						
GENERAL	PUBLIC WORKS	100-090-511-5567	CLEANING SUPPLIES	1112702-0	CLEANING SUPPLIES	275.08
<i>Vendor Total</i>						275.08
WEST SIDE TRACTOR SALES						
GENERAL	PUBLIC WORKS	100-090-511-5352	MAINTENANCE-EQUIPMENT	W03046	PARTS	356.30
<i>Vendor Total</i>						356.30
WHEELING PARK DISTRICT						
GENERAL	PARKS & REC	100-060-314-5448	PROGRAM EXPENSE	042611	DEPOSIT FOR CAMP FIELD TRIP	100.00
<i>Vendor Total</i>						100.00
WISCONSIN CENTRAL LTD						
WATER & SEWER	PUBLIC WORKS	800-090-830-5488	CONTRACT PAYMENTS	9500085695	ANNUAL PAYMENT	300.00
<i>Vendor Total</i>						300.00
ZARNOTH BRUSH WORKS INC						
GENERAL	PUBLIC WORKS	100-090-511-5352	MAINTENANCE-EQUIPMENT	0133054-IN	GUTTER BROOMS	412.25
<i>Vendor Total</i>						412.25

Grand Total:

\$124,148.22

Village of Antioch, IL

Invoices Over \$10,000 Informational Report - May 2, 2011

<u>FUND</u>	<u>DEPARTMENT</u>	<u>GL-EXP-ACCT</u>	<u>DESCRIPTION</u>	<u>INVOICE-NO</u>	<u>REFERENCE</u>	<u>PAYMENT AMOUNT</u>
UNITED HEALTHCARE						
GENERAL	ADMINISTRATION	100-010-101-5203	MEDICAL INSURANCE	23822751	MEDICAL INSURANCE	352.92
GENERAL	ADMINISTRATION	100-010-110-5203	MEDICAL INSURANCE	23822751	MEDICAL INSURANCE	2,194.47
GENERAL	ADMINISTRATION	100-010-115-5203	MEDICAL INSURANCE	23822751	MEDICAL INSURANCE	1,714.84
GENERAL	ADMINISTRATION	100-010-425-5203	MEDICAL INSURANCE	23822751	MEDICAL INSURANCE	1,009.01
GENERAL	PZB	100-070-242-5203	MEDICAL INSURANCE	23822751	MEDICAL INSURANCE	176.46
GENERAL	PZB	100-070-216-5203	MEDICAL INSURANCE	23822751	MEDICAL INSURANCE	1,361.92
GENERAL	FINANCE	100-040-113-5203	MEDICAL INSURANCE	23822751	MEDICAL INSURANCE	705.83
GENERAL	FIRE	100-050-440-5203	MEDICAL INSURANCE	23822751	MEDICAL INSURANCE	1,332.26
GENERAL	FIRE DISTRICT	100-050-490-5203	MEDICAL INSURANCE	23822751	MEDICAL INSURANCE	666.13
GENERAL	PARKS & REC	100-060-312-5203	MEDICAL INSURANCE	23822751	MEDICAL INSURANCE	352.92
GENERAL	PARKS & REC	100-060-348-5203	MEDICAL INSURANCE	23822751	MEDICAL INSURANCE	666.13
GENERAL	PARKS & REC	100-060-334-5203	MEDICAL INSURANCE	23822751	MEDICAL INSURANCE	504.50
GENERAL	PZB	100-070-217-5203	MEDICAL INSURANCE	23822751	MEDICAL INSURANCE	2,684.15
GENERAL	POLICE	100-080-430-5203	MEDICAL INSURANCE	23822751	MEDICAL INSURANCE	21,151.43
GENERAL	POLICE	100-080-431-5203	MEDICAL INSURANCE	23822751	MEDICAL INSURANCE	6,539.97
GENERAL	PUBLIC WORKS	100-090-511-5203	MEDICAL INSURANCE	23822751	MEDICAL INSURANCE	7,675.86
GENERAL	PUBLIC WORKS	100-090-545-5203	MEDICAL INSURANCE	23822751	MEDICAL INSURANCE	2,691.34
DOLLY SPIERING		235-060-335-5203	MEDICAL INSURANCE	23822751	MEDICAL INSURANCE	504.50
WATER & SEWER	ADMINISTRATION	800-010-810-5203	MEDICAL INSURANCE	23822751	MEDICAL INSURANCE	1,122.11
WATER & SEWER	PUBLIC WORKS	800-090-820-5203	MEDICAL INSURANCE	23822751	MEDICAL INSURANCE	1,231.15
WATER & SEWER	PUBLIC WORKS	800-090-830-5203	MEDICAL INSURANCE	23822751	MEDICAL INSURANCE	88.23
WATER & SEWER	PUBLIC WORKS	800-090-840-5203	MEDICAL INSURANCE	23822751	MEDICAL INSURANCE	3,027.02
GENERAL	NON-DEPARTMENTAL	100-005-000-5203	RETIREE HEALTH INS EXPENSE	23822751	MEDICAL INSURANCE	4,635.64
GENERAL	NON-DEPARTMENTAL	100-005-000-5203	RETIREE HEALTH INS EXPENSE	23822751	MEDICAL INSURANCE	-1,565.70
GENERAL		100-002-000-2203	MED INS WH PAYABLE	23822751	MEDICAL INSURANCE	8,792.91
GENERAL		100-002-000-2203	MED INS WH PAYABLE	23822751	MEDICAL INSURANCE	758.60
GENERAL	ADMINISTRATION	100-010-101-5201	DENTAL INSURANCE	23822751	DENTAL INSURANCE	5.75
GENERAL	ADMINISTRATION	100-010-110-5201	DENTAL INSURANCE	23822751	DENTAL INSURANCE	14.38
GENERAL	ADMINISTRATION	100-010-115-5201	DENTAL INSURANCE	23822751	DENTAL INSURANCE	17.25
GENERAL	ADMINISTRATION	100-010-425-5201	DENTAL INSURANCE	23822751	DENTAL INSURANCE	5.75
GENERAL	PZB	100-070-242-5201	DENTAL INSURANCE	23822751	DENTAL INSURANCE	2.87

Village of Antioch, IL

Invoices Over \$10,000 Informational Report - May 2, 2011

<u>FUND</u>	<u>DEPARTMENT</u>	<u>GL-EXP-ACCT</u>	<u>DESCRIPTION</u>	<u>INVOICE-NO</u>	<u>REFERENCE</u>	<u>PAYMENT AMOUNT</u>
GENERAL	PZB	100-070-216-5201	DENTAL INSURANCE	23822751	DENTAL INSURANCE	11.50
GENERAL	ENGINEERING	100-030-215-5201	DENTAL INSURANCE	23822751	DENTAL INSURANCE	7.19
GENERAL	FINANCE	100-040-113-5201	DENTAL INSURANCE	23822751	DENTAL INSURANCE	11.50
GENERAL	FIRE	100-050-440-5201	DENTAL INSURANCE	23822751	DENTAL INSURANCE	11.50
GENERAL	FIRE DISTRICT	100-050-490-5201	DENTAL INSURANCE	23822751	DENTAL INSURANCE	5.75
GENERAL	PARKS & REC	100-060-312-5201	DENTAL INSURANCE	23822751	DENTAL INSURANCE	5.75
GENERAL	PARKS & REC	100-060-348-5201	DENTAL INSURANCE	23822751	DENTAL INSURANCE	5.75
GENERAL	PARKS & REC	100-060-314-5201	DENTAL INSURANCE	23822751	DENTAL INSURANCE	5.75
GENERAL	PARKS & REC	100-060-334-5201	DENTAL INSURANCE	23822751	DENTAL INSURANCE	2.88
GENERAL	PZB	100-070-217-5201	DENTAL INSURANCE	23822751	DENTAL INSURANCE	17.25
GENERAL	POLICE	100-080-430-5201	DENTAL INSURANCE	23822751	DENTAL INSURANCE	201.25
GENERAL	POLICE	100-080-431-5201	DENTAL INSURANCE	23822751	DENTAL INSURANCE	57.50
GENERAL	PUBLIC WORKS	100-090-511-5201	DENTAL INSURANCE	23822751	DENTAL INSURANCE	51.76
GENERAL	PUBLIC WORKS	100-090-545-5201	DENTAL INSURANCE	23822751	DENTAL INSURANCE	34.50
DOLLY SPIERING		235-060-335-5201	DENTAL INSURANCE	23822751	DENTAL INSURANCE	2.87
WATER & SEWER	ADMINSTRATION	800-010-810-5201	DENTAL INSURANCE	23822751	DENTAL INSURANCE	15.80
WATER & SEWER	PUBLIC WORKS	800-090-820-5201	DENTAL INSURANCE	23822751	DENTAL INSURANCE	15.81
WATER & SEWER	PUBLIC WORKS	800-090-830-5201	DENTAL INSURANCE	23822751	DENTAL INSURANCE	1.44
WATER & SEWER	PUBLIC WORKS	800-090-840-5201	DENTAL INSURANCE	23822751	DENTAL INSURANCE	17.25

Vendor Total 70,903.60

Grand Total:

\$70,903.60

**Village of Antioch, IL
Manual Checks May 2, 2011**

Department	Item	Check Date	Payment Title	Check Number	Payment Amount
PARKS AND REC	CXLD CLASS	4/21/2011	REFUND	61149	90.00
			Vendor Total		90.00
PARKS AND REC	CXLD CLASS	4/21/2011	REFUND	61148	90.00
			Vendor Total		90.00
ADMINISTRATION	OVER PAYMENT	4/21/2011	REFUND	61147	137.50
			Vendor Total		137.50
			TOTAL MANUAL CHECKS	\$317.50	

Request For Board Action

REFERRED TO BOARD: May 02, 2011

AGENDA ITEM NO: 9

ORIGINATING DEPARTMENT: Community Development

SUBJECT: Approval of a Resolution Authorizing the Village Administrator to Execute a contract with Independent Inspections Ltd for the Purpose of Providing Contract Services for Plan Review and Inspections.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

As approved in the 2012 Budget and as a component of the organization's transition toward contracted building services, staff has requested and received responses for a Request for Proposals for third party inspection and review services. Based upon the qualifications of the applicants and costs associated with each proposal, staff recommends that the Board authorize the Village Administrator to execute a contract with Independent Inspections LTD.

Once the contract is approved, the Village will conduct its Building and Code Enforcement plan review and inspections with the support of a professional consulting service. The transition toward a contract service was made in response to the downward trend in permit based revenues and in an effort best utilize available operating funds. In order to maintain customer service levels for residents and the business community, the Village will retain a locally based full time staff, which will divide time between building related matters, annual business and licensure registrations, administrative and program support, as well as infrastructure, fixed asset, and facility maintenance duties.

Incorporating consulting services with full time staff will immediately reduce the overall cost to tax payers to conduct operations and expand the Village's portfolio, availability, and access to a larger number of licensed skill trades and master code professionals.

In 2009, the Village passed ordinance 9-11-32, which authorized the charge for third party services. This ordinance is incorporated into the Antioch Municipal Code, Title 13, which outlines the Village development and construction fee structure. The ordinance is attached.

FINANCIAL IMPACT:

Contract Rate is \$2,150 per month for 40 hours of onsite staff time.
Approximately \$250,000 in personnel savings annually.

DOCUMENTS ATTACHED:

- 1). Resolution
- 2). Draft Contract
- 3). Third party Fee Ordinance
- 4). RFP
- 5). Excerpts from Independent Inspections LTD, Information package provided to staff

RECOMMENDED MOTION: Motion to approve a resolution authorizing the Village Administrator to execute a contract with Independent Inspections LTD.

RESOLUTION NO. X-X

RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO EXECUTE A CONTRACT WITH INDEPENDENT INSPECTION SERVICES FOR THE PURPOSE OF PROVIDING THIRD PARTY PLAN REVIEW AND INSPECTION SERVICES

WHEREAS, the Village of Antioch is a Non-Home Rule Illinois Municipal Corporation organized and operating under the Illinois Municipal Code, 65 ILCS 5/1 et seq.; and

WHEREAS, through 65 ILCS 5/11-30-4 and related sections of the Illinois Municipal Code, the Village has the authority to prescribe the strength and manner of constructing all buildings within the Village; and

WHEREAS, construction being completed in a proper and safe manner is vital to the safety and health of the citizens of the Village and a priority of the Village government; and

WHEREAS, fees paid to the Village for the review, issuance, inspection, and recording of development related requests only go to defer the costs of rendering of such services by the Village; and

WHEREAS, maintaining the appropriate faculty with expertise to review and inspect development related permits is critical to the functionality of Village operations; and

WHEREAS, it is efficient and economically feasible to incorporate third party consultants to support the Village's full time staff in providing specialty expertise; and

WHEREAS, in 2009, the Village amended its regular permit fee structure to pass-through the cost of third party inspections to property developers and owners; and

WHEREAS, third party consulting services have been included in the Fiscal Year 2012 Operating Budget; and

WHEREAS, based upon a request for proposals issued by staff, the recommendation is made to hire Independent Inspections as the agency implement the plan review inspection services; and

WHEREAS, Independent Inspections has developed a campaign for the plan review and inspection services for the Village, which shall be implemented over the FY2012 and FY 2013 budget year;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Board of Trustees of the Village as follows:

On behalf of the Village, The Village Board hereby authorizes the Village Administrator to execute a contract with Independent Inspections LTD, for the purpose of providing plan review and inspection services for the Village.

PASSED this 2nd day of May, 2011

AYES: 0:

NAYS: 0.

ABSENT: 0.

APPROVED this 2nd day of May, 2011.

Lawrence M. Hanson, Mayor

ATTEST:

Candi L. Rowe, Village Clerk

VILLAGE OF ANTIOCH

09-11-32

***AN ORDINANCE AMENDING THE TITLE 13 OF THE VILLAGE CODE
AUTHORIZING THE INSTITUTION AND CHARGE OF OUTSIDE PARTY
CONSULTING FEES AND AMENDING THE REVIEW AND
INSPECTION FEE STRUCTURE***

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES

OF THE

VILLAGE OF ANTIOCH, ILLINOIS

ON

NOVEMBER 16, 2009

**Published in pamphlet form by authority of the Village Board
of the Village of Antioch, Lake County, Illinois,
this 17th day of November, 2009**

LAWRENCE M. HANSON

President

SCOTT A. PIERCE
GEORGE C. SAKAS
TED POULOS

Trustee

Trustee

Trustee

CANDI L. ROWE

Clerk

DENNIS B. CROSBY
MICHAEL W. WOLCZYZ

Trustee

Trustee

ROBERT J. LONG.

Attorney

JAY JOZWIAK

Trustee

ORDINANCE NO. 09-11-32

**AN ORDINANCE AMENDING THE TITLE 13 OF THE VILLAGE CODE
AUTHORIZING THE INSTITUTION AND CHARGE OF OUTSIDE PARTY
CONSULTING FEES AND AMENDING THE REVIEW AND
INSPECTION FEE STRUCTURE**

WHEREAS, the Village of Antioch is a Non-Home Rule Illinois Municipal Corporation organized and operating under the Illinois Municipal Code, 65 ILCS 5/1 et seq.; and

WHEREAS, through 65 ILCS 5/11-30-4 of the Illinois Municipal Code, the Village has the authority to prescribe the strength and manner of constructing all buildings within the Village; and

WHEREAS, fees paid to the Village for the review, issuance, inspection, and recording of development related requests only go to defer the costs of rendering of such services by the Village; and

WHEREAS, maintaining the appropriate faculty with expertise to review and inspect development related permits is critical to the functionality of Village operations; and

WHEREAS, it is efficient, and economically feasible, to incorporate outside consultants to support the Village's full time staff in providing specialty expertise;

WHEREAS, the Village finds that it necessary to amend its regular permit fee structure to cover the cost of third party inspections;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Antioch, Lake County, Illinois, as follows:

SECTION I: The foregoing recitals represent the purpose and intent of this ordinance and insofar as each recital does it is incorporated by reference as a substantive provision as though fully set forth herein.

SECTION II: That Section 6, item A., within Chapter 1 of Title 13 of the Village of Antioch Municipal Code entitled "Development and Construction Fees" by hereby amended to provide as follows:

"13-1-6: BUILDING PERMIT AND INSPECTION FEE:

A. Permit Fees: "Prior to the issuance of a building permit, all required fees shall be paid

in full. 50% of the fee shall be collected at the time of permit submission to cover the costs of administrative and review purposes, and the remaining 50%, including all relevant outstanding fees and adjustments, shall be collected prior to permit issuance to cover the costs of scheduled inspection. The permit fees shall be based upon the following schedule (total project cost shall include material plus labor costs or reasonable estimates of their value):”

SECTION III: That Section 6, item C., within Chapter 1 of Title 13 of the Village of Antioch Municipal Code entitled “Development and Construction Fees” by hereby amended to provide as follows:

“Outside Plan Review And Inspection Service: If, because of the nature and/or size of a project, the Director of Community Development reasonably determines that an outside agency should be used to conduct plan reviews and inspections for the project, the building department, may contract with such an outside agency for the performance of all or any part of such plan review and inspection services as are required for the project, with the costs of such services to be borne by the owner, builder or developer. The permit applicant shall in such cases, deposit into an escrow account an amount equal sufficient to cover the costs of the review and or inspection.”

SECTION IV: Nothing in this Ordinance shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action arising, acquired or existing under any act or ordinance or portion thereof hereby repealed or amended by this ordinance; nor shall any just or legal right, claim, penalty or remedy of any character of the corporate authority existing on the effective date hereof be lost, impaired or affected by this Ordinance.

SECTION V: If any provision, clause, sentence, paragraph, section, or part of this ordinance or application thereof to any person, firm, corporation, public agency or circumstance, shall, for any reason, be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, said judgment shall not affect, impair or invalidate the remainder of this ordinance and the application of such provision to other persons, firms, corporation, or circumstances, but shall be confined in its operation to the provision, clause, sentence, paragraph, section, or part thereof directly involved in the controversy in which such judgment shall have been rendered and to the person, firm, corporation, or circumstances involved. It is hereby declared to be the legislative intent of the corporate authorities that this ordinance would have been adopted had such unconstitutional or invalid provision, clause, sentence, paragraph, section, or part thereof not been included.

SECTION VI: This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as required by law.

Passed this 16th day of November, 2009

AYES: 4: Poulos, Sakas, Crosby, and Jozwiak.

NAYS: 0.

ABSENT: 2: Pierce and Wolczyk.

APPROVED:

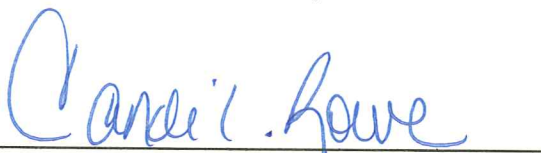
By:  Date: 11/17/09
LAWRENCE M. HANSON, President

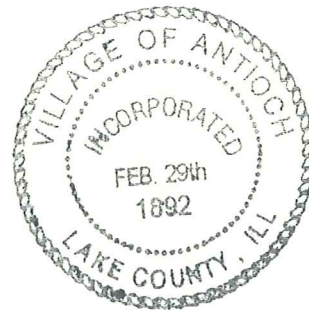
ATTEST:

By: 
CANDI L. ROWE, Village Clerk

Presented and read, or reading having been waived, at a duly convened meeting of the Corporate Authorities on November 16, 2009.

I hereby certify that the above ordinance was published in pamphlet form on November 17, 2009, as provided by law.


CANDI L. ROWE, Village Clerk



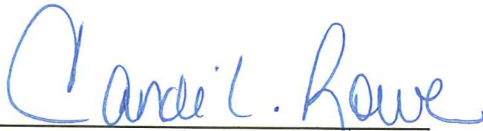
STATE OF ILLINOIS)
)
COUNTY OF LAKE) SS

CERTIFICATE

I, Candi L. Rowe, certify that I am the duly appointed Municipal Clerk of the Village of Antioch, Lake County, Illinois.

I certify that on November 16, 2009, the Corporate Authorities of such municipality passed and approved **Ordinance No. 09-11-32**, entitled "***AN ORDINANCE AMENDING THE TITLE 13 OF THE VILLAGE CODE AUTHORIZING THE INSTITUTION AND CHARGE OF OUTSIDE PARTY CONSULTING FEES AND AMENDING THE REVIEW AND INSPECTION FEE STRUCTURE'***" which provided by its terms that it should be published in pamphlet form. The pamphlet form of **Ordinance No. 09-11-32**, including the Ordinance and cover sheet thereof, was prepared, and a copy of such Ordinance was posted in the municipal building, commencing on November 17, 2009 and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the Municipal Clerk.

DATED at Antioch, Illinois, this 17th day of November, 2009.



Candi L. Rowe, Village Clerk



March 29, 2011
REQUEST FOR PROPOSALS
INSPECTION SERVICES AND BUILDING PERMIT PLAN REVIEW

I. Purpose

The Village of Antioch (hereinafter the “Village”) is seeking proposals from a qualified consultant (hereinafter “Consultant”) to provide both inspection services and permit Plan Review services for the Community Development Department’s Building and Code Enforcement Divisions. The plan review and inspection services will be for the following disciplines: Building, Mechanical, Electrical, Life Safety, Property Maintenance and Plumbing. The scope shall include the review and inspections of construction work, property maintenance, and the licensed businesses within the Village boundaries.

II. Background

Located 55 miles from downtown Chicago, the Village of Antioch has a population of over 14,000. Existing development in the community consists of over 5900 dwelling units, with a mix of traditional downtown storefronts to Big Box Retail and Manufacturing. The Village currently performs all Building Inspection and plan review Services in-house with Village-employed inspectors but is transitioning to privatizing this service in 2011.

III. Definitions

For purposes of this RFP, the following definitions shall apply:

1. “Inspection” or “Reinspection” means a site visit for any plumbing, electrical, building (including structural and accessibility) or mechanical inspection, and service request inspections, such as stop work orders, construction site maintenance, etc. Inspections shall include, but not be limited to, any necessary research or consultation, all meetings and phone conversations with Village staff, permit contacts and applicants, written documentation, and all site reviews related to an Inspection. For example, a plumbing Inspection and an electrical Inspection conducted at the same time are subject to separate fees for plumbing and electrical Inspections; however, all research, consultation, written documentation, meetings, and phone conversations shall be included in the Inspection fee amount.
2. “Plan Review” or “Re-review” means performing the technical review of architectural and engineering plans for compliance with codes, ordinances, and related laws and regulations. Projects requiring plan review are permit-related and include, but are not limited to: single family, multi-family, high-rise, commercial, office, individual tenant improvement, and mixed-use developments.
 - a. Standard Plan Review or Re-Review shall be completed within 10 days or less after the plans are submitted to the Consultant.
3. “Inspection Services and Building Permit Plan Review Request for Proposal” is sometimes referred to as “Request for Proposal” and “RFP”.
4. “Scope of Work” includes the requirements of Section V, subject to the additional requirements described in the RFP. Scope of Work is sometimes referred to as “Specifications.”
5. “Workload” means anticipated services based upon the historical data provided.

IV. Workload

The estimated construction value in the Village for 2009 & 2010 was approximately \$8 Million. Based on current local forecasts, the Village estimates that there will be approximately 500 annual permits for 2011 and 2012. 70 license renewals and approximately 130 commercial license inspections.

V. Scope of Work.

A. Inspection:

1. The Consultant's qualified inspectors shall perform Building, Mechanical, Electrical, and Plumbing Inspections of construction work, licensure, and property maintenance within the Village boundaries. The Inspections shall be for both work performed under Village-issued permits and for non-permitted work/stop work order situations.

2. There is no guarantee that the actual number of Inspections will fall into the range described in Section IV, as the number of Inspections depends on a number of factors, including, but not limited to, economic and construction activity. The Consultant shall provide appropriate personnel to perform the Inspections and Reinspections within 48 hours from the time an Inspection is requested by a permit applicant and scheduled by the Village.

B. Plan Review:

1. The Consultant's qualified plan reviewers shall perform technical review of building, mechanical, electric, plumbing, energy, and accessibility plans for a variety of commercial and residential projects performed under Village-issued permits

2. There is no guarantee that the actual number of Plan Reviews will fall into the range described in Section IV, as the number of plans/permits depends on a number of factors, including, but not limited to, economic and construction activity. The Consultant shall provide appropriate personnel to perform Standard Plan Reviews and Re-reviews within 10 days after the time the plans are submitted to the Consultant.

C. Administrative Adjudication/Court Responsibilities:

The Village utilizes an in-house Administrative Adjudication process to enforce code violations, in addition to the Circuit Court. The Code Enforcement Division issues approximately 6-10 citations per year that require staff support, which often requires inspectors to provide testimony and documentation, including Inspection reports, statements, photos, or other supporting information in court and at the Village's Administrative Hearings. Administrative hearings are held during regular business hours on the First Thursday of each month at Village Hall and generally take approximately one hour; court is generally scheduled once a month, or as otherwise required.

VI. Project Schedule/Term of Contract

The Village intends to review all proposals and select a Consultant in the first quarter of 2011. The anticipated timetable for the process is:

- Solicitation of Request for Proposals Released by the Village on April 1, 2011
- Consultant Proposals Submitted to the Village by 4:00 PM on April 14th, 2011
- Selection of Consultant April 18th, 2011
- Award of Contract first quarter of 2011
- Start of Inspection Services anticipated May 1, 2011

Proposals submitted shall be valid through 2011. A contract for services shall be executed between the

Village and Consultant with contract services anticipated to become effective on May 1, 2011. All Consultant staff assigned to provide the required services shall have obtained their designated certificates and qualifications prior to the RFP submittal due date. The Village will enter into a contract with the selected Consultant for an initial term limit of two (2) years, with provisions for an option to renew/extend the contract for an additional two (2) year period.

VII. Fee

At a minimum, the cost of rendered services shall be listed within the Consultants qualification package. The proposed fees in listed within the proposals shall be outlined in the final contract and enacted for the two (2) year period.

VIII. Formation of Contract

Upon selection, the final contract amount may be subject to negotiation to determine exact scope of services to be provided and final contract fee amount and a contract outlining all relevant terms shall be executed by both parties. Selection does not guarantee award of the contract. In the event the Consultant and the Village fail to execute a contract, the Village will choose from the remaining proposals or issue another Request for Proposals. Award of a contract shall not be final until a written contract has been approved by the Village of Antioch Board of Trustees and entered into between the Parties.

The Village reserves the right, at its sole discretion, to cancel or modify this RFP in part or in its entirety. The Village will not reimburse Consultant for any costs incurred in preparation or submission of the proposal. All costs of preparing proposals, including site visits and preliminary analyses, are made at the sole cost of the Consultant, and will not be reimbursed in anyway. Proposed fees should not include or consider the costs incurred in preparation of the proposal.

Proposals become the property of the Village upon receipt.



Independent Inspections, Ltd.

1309 N. Park Street

McHenry, IL 60050

Please consider Independent Inspections, Ltd. for your permanent and professional building inspection service. We have found our partnerships with communities such as yours productive and we remain committed to serving you in the unique manner, characterized by the following elements of success.

BUILDING INSPECTION SERVICES FOR MUNICIPALITIES

BY INDEPENDENT INSPECTIONS, LTD.

Staff of Expertise - Your Primary Inspector resides in your general area and possesses a very special and complete set of skills. Your Primary Inspector has many years of practical field experience and implementation of code administration. Add to this, our back-up staff of specialists with backgrounds including engineering, zoning, real estate, property maintenance, and systems administration. All are always on call for you as coordinated by your Primary Inspector, who knows your community's needs and provides the special touch in professional commitment.

Record of Excellence Throughout the Industry - We serve over 200 municipalities in Wisconsin, Northern Illinois and Central Florida, having established our services as a model professional firm, and we urge you to contact any of the respective municipal and State officials to hear first-hand about the high regard we have earned. Contractors also appreciate our firm adherence to the code, free of personal bias, and with fairness and uniformity.

Up-to-Date Computer Data Base and Recordkeeping – IIL has a state of the art computer program designed specifically for us to track permits and inspections. Numerous reports can be generated containing Building Department data and Census Bureau information.

No Down Time - Your Primary Inspector and Independent Inspections coordinate qualified coverage at all times so during vacations, sick days, meetings and continuing education absences your service is provided with continued expert service from our staff, with no interruption.

Simply Adaptable to Change - The standardized agreement under which we operate will be customized to meet your municipality's needs for service delivery.

BUILDING INSPECTION SERVICES FOR MUNICIPALITIES
(continued)

No Municipal Cost - You may employ IIL on a permit fee basis at no Municipal cost. The Municipality may add an additional administrative fee to the cost of permits. The revenue generated from the administrative fee would then be retained by the municipality, the permit fees would be compensation to IIL for services rendered. This type of agreement can be revenue generating, and service is user oriented relieving taxing and budget requirements.

Apolitical - Being a corporate business entity, we do not have individual, personal or private ambitions which may complicate local and municipal relationships.

Progressive / Popular - We have found citizen reaction to our privatization concept favorable and to be deemed an excellent reflection of municipal leadership accountability and effectiveness, while providing the best service.

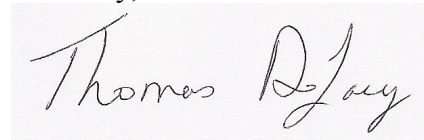
Field Independence - Conflict of interest potential, isolation of inspector/contractor relationships, and personal involvement ramifications are minimized by utilizing an agency inspection service.

Levels of Management – The levels of management providing municipal services within IIL are the building inspector, director and operations manager.

Independent Inspections, Ltd. hereby respectfully requests a meeting to further discuss our services. We have specific recommendations for the best service, along with municipal office hours for the public, the aforementioned revenue generation and a complete professional office available during any normal business hours, from 7 a.m. to 5 p.m., through a toll-free 800 number for inspection arrangements.

We look forward to personally meeting with you to completely define our future professional relationship.

Sincerely,

A handwritten signature in cursive script that reads "Thomas DeLacy". The signature is written in black ink on a light-colored background.

Thomas DeLacy, President
INDEPENDENT INSPECTIONS, LTD.

TDL/gg

INDEPENDENT INSPECTIONS, LTD.

1309 N. Park Street
McHenry, IL 60050
1-800-422-5220

WE WORK HARD

We serve municipalities of all sizes and needs

ILLINOIS MUNICIPALITY	BLDG	ELEC	PLMB	HVAC	COMM BLDG	COMM ELEC	OTHER	ON CALL
V Beecher	*	*	*	*	*	*		
V Bull Valley	*	*	*	*	*	*		
V Grant Park	*	*	*	*	*	*		
V GraysLake		*				*	1, 2	
V Green Oaks	*	*	*	*	*	*		
V Lakemoor					*	*	2	*
LaSalle County	*	*	*	*				
V Lake in the Hills			*					*
V Lily Lake	*	*	*	*	*	*		
C Northlake	*	*	*	*	*	*		
V Peotone	*	*	*	*	*	*		
V Sauk Village	*	*	*	*	*	*		
V Timberlane	*	*	*	*	*	*		
V Volo	*	*	*	*	*	*		
V Waterman	*	*	*	*	*	*		
V Wonder Lake	*	*	*	*	*	*		

1. Plan Reviews (Single Family and Commercial, Industrial)
2. Special Projects

INDEPENDENT INSPECTIONS, LTD.

ANSWERS TO COMMON QUESTIONS

Q What do you inspect?

A We do all inspections based upon the authority of the Municipality and the regulations it adopts related to building construction. This includes new 1 & 2 family dwellings, additions, sheds, multi-family dwellings and commercial projects.

Q What transitions will be needed?

A Existing systems already in place will be continued where effective, including specialized forms and processing. Where there are voids, we will provide proven ways for accomplishing complete service delivery. Refinement suggestions are considered as on-going part of our regular duties.

We will thoroughly follow-up on outstanding projects, handled as special inspections as addressed in the Contract for Services.

Q When will the Inspector be here?

A Whenever needed. Regular office hours are established by IIL prior to the first week of assignment, based on review of previous records that indicate construction activity. We have a press release for your use to publicize our appointment and availability.

Because codes typically call for requested inspections to be completed within 48 hours, none are later than that, regardless of office time coverage.

By having an Inspector in the local Municipal office for meeting with the public, most inspections can be scheduled before or after office hours on those days, and still maintain 48-hour maximum service intervals. It is important to note that most of the inspections done by IIL are much sooner, usually the same day as the request, and special sensitivity to the urgency of the type of inspection is always considered.

Q How are permit fee funds handled?

A All monies collected are documented by receipts issued at the time of permit issuance, in amounts as specified on each application. Checks are made payable to the Municipality, and all funds are delivered to the Municipal Clerk. Payment for services rendered occurs according to the Contract for Services between the Municipality and Independent Inspections, Ltd.

Q How does someone get in touch with the Inspector when he is not in the office?

A The Inspector is always available through an 800 phone number with coordination by our full-time office staff, all regular business days, 7:00 A.M. to 5:00 P.M. Central Standard Time.

Contractors, who usually order the inspections, tell us they appreciate the no-charge availability from wherever they may be -- even if it is from an out-of-area company office, their mobile phones, or another job site.

Municipal office staff appreciate our 800 number, because resident and contractor questions can be directed right to our office, lessening the burden of message-taking and message-transcription -- they simply refer calls for immediate attention by IIL personnel.

Each Inspector has field communication equipment for direct contact as well.

Q What do you require of the Municipality?

A In addition to the terms of the Contract For Services, we ask that the Municipality maintain an accurate reference set of related ordinances for the Inspector as the basis for his work, that whatever existing office facilities, equipment, and supplies exist, be available to the Inspector for use in carrying out local assignments. We also ask that the Municipality allow the Inspector to bring into the local office related supplies and equipment that can be secured.

Q When can you start?

A Immediately! And, your Inspector is up-to-speed with the latest industry developments, complimentary systems and resources, backed by a support staff and company of skilled specialists with an excellent industry reputation earned by over two decades of service.

**FOR MORE INFORMATION REFER TO ACCOMPANYING DOCUMENTS
and please feel welcomed to call 1-800-422-5220**

Request For Board Action

REFERRED TO BOARD May 2, 2011

AGENDA ITEM NO: 10

ORIGINATING DEPARTMENT: Administration

SUBJECT: Consideration of a Resolution Authorizing the Village Administrator to Execute a Memorandum of Understanding regarding Lake Michigan Water

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Village has continued to participate in the Lake Michigan water planning group over the past 4 years. Application to the IDNR for allocation has occurred and an answer on allocation is expected sometime in July. If allocation is granted then the group must formalize if the project is to move forward. This would mean the formation of a new Joint Action Water Agency (JAWA). This created JAWA would then determine fundamental by-laws by which the agency would operate and then immediately attempt to move the project forward. Project funding is one of the critical questions that has been discussed by the group members and has been introduced to the elected officials of the member communities. In general, a decision to fund the project, now estimated to be around 250 million, by use of a Special Service Area (SSA) or General Obligation (GO) bond must be made. If the group decides to utilize GO bonds then a referendum is required.

This agreement delineates the equal proportionate share of the costs association with the public education and engineering that must occur at a cost not to exceed \$50,000 per each municipal party. Once approved, the Village will submit installments as outlined in the MOU to the County to be held in trust for the purpose of reimbursing the County for any costs actually incurred for the project and agency formation.

FINANCIAL IMPACT: \$50,000

DOCUMENTS ATTACHED:

1. Resolution
2. MOU

RECOMMENDED MOTION:

Move to approve a Resolution Authorizing the Village Administrator to Execute a Memorandum of Understanding regarding Lake Michigan Water

RESOLUTION NO. 11-xx

A RESOLUTION APPROVING THE NORTHERN LAKE COUNTY LAKE MICHIGAN WATER PLANNING GROUP FIRST AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING

WHEREAS, the Village of Antioch provides potable water service to various parcels within its jurisdiction ("**Water Service**"), and

WHEREAS, the provision of Water Service is a matter essential to the public health, safety, and welfare; and

WHEREAS, a safe, reliable, and ample supply of water is essential to providing cost effective Water Service; and

WHEREAS, the Village's Water Service uses ground water as its supply source; and

WHEREAS, recognizing that the intensification of development within the Village and surrounding areas, the continuing availability of a sufficient supply of ground water from reliable water sources has become an increasing concern as the Village seeks to protect the public health, safety, and welfare, the Village has worked cooperatively with various other providers of Water Service in Lake County, including without limitation the Lake County Public Water District, Lake County, the Village of Wauconda, the Village of Fox Lake, the Village of Lake Villa, the Village of Lindenhurst, the Village of Long Grove, the Village of Lake Zurich, the Village of Old Mill Creek, the Village of Volo, the Village of Hawthorn Woods and the Village of Old Mill Creek (collectively, the "**Planning Group**"); and

WHEREAS, the Village Board previously adopted Resolution 09-15, by which it authorized the Mayor to execute a memorandum of understanding with certain other members of the Planning Group and thereby commit money and personnel resources into the investigation into the engineering and legal possibility of bringing an ample supply of water from Lake Michigan to Antioch and to the other members of the Planning Group, and

WHEREAS, certain members of the Planning Group, including the Village, have filed petitions with the Illinois Department of Natural Resources, Office of Water Resources ("IDNR-OWR") seeking allocations of Lake Michigan Water pursuant to common law and statutory provisions, which petitions have been granted subject to certain conditions and limitations; and

WHEREAS, following the granting of those petitions by the IDNR-OWR, representatives of the Planning Group again met on a number of occasions and discussed what steps should logically be taken next; and

WHEREAS, the consensus of the representatives of the Planning Group was to continue on in pursuit of the goal of bringing adequate supplies of water from Lake Michigan to its constituents, and that in recognition thereof, the representatives recognized the need for a more formalized governing structure, the retention of an executive director and the infusion of additional capital for funding additional engineering, administration and legal costs; and

WHEREAS, attached hereto as Exhibit A is the product of those discussions and that consensus, being the proposed First Amended and Restated Memorandum of Understanding ("MOU"); and

WHEREAS, pursuant to the MOU, each of the Planning Group members will make a further investment not to exceed \$50,000.00 from each member relating to the development of a joint system for Water Service on a schedule set forth therein; and

WHEREAS, the Mayor and Board of Trustees has determined that it is in the best interest of the Village of Antioch to approve this Resolution and to authorize the Village President to enter into the MOU in furtherance

of developing a JAWA for the operation of a joint system for a Water Supply and a Water Service among the Planning Group members using Lake Michigan as a water source; and

WHEREAS, the Mayor and Board of Trustees has determined that the Planning Group should also continue in their efforts to pursue funding sources from the State of Illinois and the federal government in furtherance of developing a joint system for a Water Supply and a Water Service;

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

SECTION ONE: RECITALS. The foregoing recitals are hereby incorporated into the body of this Resolution and form a part of this Resolution as findings of the Corporate Authorities.

SECTION TWO: APPROVAL OF MEMORANDUM OF UNDERSTANDING. The Memorandum of Understanding in substantially the form attached hereto as **Exhibit A** is hereby approved. The Mayor is hereby authorized and directed to execute such Memorandum of Understanding on behalf of the Village and the Village Administrator is further directed to take such other actions as may be necessary or appropriate to perform the Village's obligations under the Memorandum of Understanding.

SECTION THREE: PAYMENT. The Corporate Authorities hereby authorize a payment of \$50,000.00 on the schedule set forth in Section 2.C.2 of the Memorandum of Understanding.

SECTION FOUR: EFFECTIVE DATE. This resolution shall be in full force and effect following its passage and approval in the manner required by law and the approval of the Memorandum of Understanding by a majority of the Planning Group.

PASSED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF ANTIOCH, ILLINOIS, ON THIS 2nd DAY OF MAY, 2011.

AYES:

NAYS:

ABSENT:

Lawrence M. Hanson, Mayor

ATTEST:

Candi L. Rowe, Village Clerk

EXHIBIT A
MEMORANDUM OF UNDERSTANDING

**NORTHERN LAKE COUNTY LAKE MICHIGAN
WATER PLANNING GROUP
FIRST AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING**

This **FIRST AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING** is made as of the date of its execution (this "**Memorandum**"), by and among The County of Lake, Illinois, a body politic and corporate (the "**County**"); the Lake County Public Water District, an Illinois unit of local government (the "**District**"); the Village of Antioch, an Illinois municipal corporation ("**Antioch**"); the Village of Fox Lake, an Illinois municipal corporation ("**Fox Lake**"); the Village of Lake Villa, an Illinois municipal corporation ("**Lake Villa**"); the Village of Lindenhurst, an Illinois municipal corporation ("**Lindenhurst**"); the Village of Wauconda, an Illinois municipal corporation ("**Wauconda**"); the Village of Lake Zurich, an Illinois municipal corporation ("**Lake Zurich**"); the Village of Volo, an Illinois municipal corporation ("**Volo**"); the Village of Hawthorn Woods, an Illinois municipal corporation ("**Hawthorn Woods**"); and the Village of Old Mill Creek, an Illinois municipal corporation ("**Old Mill Creek**") (individually, "**Party**" and collectively, the "**Parties**").

1. **Recitals.**

- A. The Parties have authority to enter into this intergovernmental agreement pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, Article VII, Section 10 of the 1970 Constitution of the State of Illinois, and other applicable law.
- B. Except for the County and the District, the Parties are all municipal corporations in Lake County, Illinois (the "**Municipal Parties**").
- C. The County and the Municipal Parties (the "**JA Parties**") have been considering the creation of a new water entity (the "**Entity**") to provide a supply of potable water from Lake Michigan ("**Water Service**") for the Municipal Parties for parcels within their respective corporate limits, as modified from time to time; and for the County, which seeks to provide Water Service for certain service areas within the County commonly known as "**Grandwood Park**" and the "**County Northwest Region**" (which includes the Petite Lake, Fox Lake Hills, and Stanton Bay areas); and generally described in the Lake Michigan Water Feasibility Study, prepared for the Northern Lake County Lake Michigan Water Planning Group by Applied Technologies, Inc. dated November, 2007.
- D. The District owns and operates Lake Michigan water intake and treatment facilities (the "**District Facilities**") and currently provides the Water Service requirements of the City of Zion, the Village of Winthrop Harbor, and the State of Illinois Adeline Jay Geo-Karis Illinois Beach State Park on a non-profit basis.
- E. The JA Parties ~~(other than the District)~~ and the District intend to explore opportunities for various intergovernmental transactions and possible joint intergovernmental operations involving the District and the Entity, as more fully

described in Exhibit A attached to and made a part of the Memorandum by this reference (the "**Entity-District Principles**"), which if successful will lead to one or more intergovernmental agreements between the Entity and the District (the "**Entity-District Agreements**"). However, the Parties agree that such Agreements are not yet a certainty.

- F. The JA Parties (~~other than the District~~) have previously taken a number of actions to advance their ability to provide Water Service through an Entity, including: (i) convening meetings and exchanging information regarding the formation of an Entity; (ii) engaging the engineering firm of Applied Technologies, Inc. to prepare a "Lake Michigan Water Feasibility Study" to determine preliminarily if an Entity could provide cost-effective Water Service on behalf of the Parties; (iii) undertaking coordinated efforts to secure allocations of Lake Michigan water to provide Water Service; (iv) evaluating the financing aspects of developing a joint system to provide Water Service; and (v) collectively funding the foregoing activities and efforts in an amount exceeding ~~\$355,000.00~~ 355,000.00 (as of December 2009). The District has also participated in many of the meetings and exchanges of information.
- G. At meetings on 11 December 2008 and 15 January 2009, representatives of the JA Parties met to review and confirm the general organizational approach for the Entity and to identify additional steps necessary for creation of the Entity.
- H. The County has engaged legal counsel to provide information regarding legal issues involved with, and to prepare documentation for, the formation of the Entity (the "**Preliminary Legal Work**").
- I. In consideration of the County's engagement of legal counsel for the Preliminary Legal Work, each of the Municipal Parties has agreed to contribute an equal proportion of the costs associated with the Preliminary Legal Work, which contribution shares shall not exceed \$5,000.00 per Municipal Party and \$10,000.00 for the County (based on \$5,000 for each of the two noted service areas).
- J. In 2009, the Parties, other than Hawthorn Woods and Old Mill Creek, previously entered into the "Northern Lake County Lake Michigan Water Planning Group Memorandum of Understanding" (the "**Original Memorandum**"). The Parties, including Hawthorn Woods and Old Mill Creek, now intend to enter into this Memorandum as their first amended and restated version of the Original Memorandum.
- K. Subsequent to the execution of the Original Memorandum, the JA Parties (~~other than the District~~) have continued to take voluntary actions to advance their ability to provide Water Service through the creation of the Entity, including (i) convening additional meetings and exchanging information regarding formation of the Entity; (ii) engaging legal counsel to prepare a draft intergovernmental agreement to form the Entity as a joint action water agency; (iii) all of the Parties, other than the District, Hawthorn Woods and Old Mill Creek, have completed their applications

for new Lake Michigan water allocations and have completed the required hearings, evidence and testimony in connection with those applications; and (iv) further evaluating the financing aspects of developing a joint system to provide Water Service. The District has also voluntarily participated in many of the meetings and exchanges of information.

- L. On 14 ~~January 14,~~ 2011, the Illinois Department of Natural Resources approved ten decisions issuing Lake Michigan Water Allocation Permits to the County for the Grandwood Park and County Northwest Regions and to the Municipal Parties (other than Hawthorn Woods and Old Mill Creek) for the allocation years 2015 to 2030.
- M. At meetings on 14 April 2010, 19 May 2010, 17 June 2010, 22 July 2010, 16 December 2010, and 3 February 2011, representatives of the Parties met to discuss the next steps in creation of the Entity to provide Water Service as well as the proposed project schedule.
- N. The following consultation with and consent of the Working Groups described in this Memorandum and subject to the terms of this Memorandum, the County will engage legal, engineering (including assessments of alternative sources of Lake Michigan water), management, financial advisory, and public education services in furtherance of the JA Parties' ~~(other than the District)~~ efforts to create the Entity to provide Water Service (the "*Phase 2 Work*").
- O. The Based on the assessment of alternative sources of Lake Michigan water as part of the Phase 2 Work, the Phase 2 Work ~~will~~ may also include negotiation of the Entity-District Agreements.
- P. In consideration of the County's engagement of legal, engineering, management, financial advisory, and public ~~education~~ information services for the Phase 2 Work pursuant to the terms of this Memorandum, (i) each of the ~~Municipal~~ JA Parties and the County have agreed to contribute an equal proportion of the costs associated with the Phase 2 Work, which contribution shares shall be in the amount of \$50,000.00 per Municipal Party and \$50,000.00 by the County; and (ii) the District has agreed to enter into discussions with the ~~other~~ JA Parties (and the Entity, when formed) pursuant to the Entity-District Principles which, if successful, will lead to one or more Entity-District Agreements. The Entity-District Agreements will be entered into at a mutually agreed time consistent with the Entity-District Principles, provided that negotiations on the Entity-District Agreements are successful.
- Q. In order to better ensure that the JA Parties ~~(other than the District)~~ enjoy relative parity with respect to undertaking formation of the Entity, this Memorandum has been prepared in order to delineate the JA Parties' ~~(other than the District)~~ cost-sharing obligations with respect to the Preliminary Legal Work and the Phase 2 Work.

2. Preliminary Legal Work and Phase 2 Work Cost Sharing.

A. Preliminary Legal Work; Phase 2 Work. The Municipal Parties acknowledge and agree that: (i) the County will formally engage counsel to perform the Preliminary Legal Work and ~~the Phase 2 Work will be done for and on behalf of the County exclusively,~~ following consultation with and the consent of the Working Groups, the County will formally engage counsel and engineering, management, financial advisory, and public information services professionals to perform the Phase 2 Work; (ii) the results of the Preliminary Legal Work and the Phase 2 Work will be of common and mutual interest among the JA Parties, ~~but~~ and such Preliminary Legal Work and ~~the~~ Phase 2 Work ~~is neither done on behalf of nor~~ will be undertaken to advance the common interest of the JA Parties and not in a manner adverse to any of the ~~Municipal~~ JA Parties ~~or the District;~~ and (iii) the County will share with, and seek input from, the ~~other~~ Municipal Parties and (to the extent appropriate) the District in connection with the Preliminary Legal Work relating to the development of legal documentation for the Entity and in connection with the Phase 2 Work relating to furtherance of the JA Parties' consideration of creation of the Entity to provide Water Service.

B. Payment. Subject to the terms of this Memorandum, the County will pay all costs relating to the Preliminary Legal Work and to the Phase 2 Work.

C. Sharing of Cost Responsibilities; Reimbursements.

(1) Preliminary Legal Work: The ~~County and the Municipal~~ JA Parties agree that they will share equally the costs associated with the Preliminary Legal Work. To that end, each Municipal Party will deliver \$5,000.00 and the County will deliver \$10,000.00 (the "Reimbursement Contribution") to the County to be held in trust (the "Reimbursement Fund") for purposes of reimbursing the County for any costs actually incurred for the Preliminary Legal Work. Such Reimbursement Contributions shall be delivered to the County on or before 31 March 2009. The County may withdraw funds from the Reimbursement Fund at any time after it incurs costs for the Preliminary Legal Work.

(2) Phase 2 Work: The ~~County and the Municipal~~ JA Parties agree that they will share equally the costs associated with the Phase 2 Work. To that end, each such Party will deliver \$50,000.00 (the "Phase 2 Contribution") to the County to be held in trust (the "Phase 2 Fund") for purposes of ~~reimbursing the County~~ making payments for costs actually incurred for the Phase 2 Work. Such Phase 2 Contributions shall be delivered to the County for deposit in the Phase 2 Fund in three installments, as follows: ~~the first installment shall be in the amount of 50% of the Phase 2 Contribution and shall be delivered to the County within 15 days following adoption of this Memorandum by that Party; the second installment shall be in the amount of 25% of the Phase 2~~

~~Contribution and shall be delivered to the County on or before July 31, 2011; and the third installment shall be in the amount of 25% of the Phase 2 Contribution and shall be delivered to the County on or before September 30, 2011. The County may withdraw funds from the Phase 2 Fund at any time after it incurs costs for the Phase 2 Work. The amount of the Phase 2 Contribution for the each of the County and each Municipal Party shall not exceed \$50,000.00 without an amendment of this Memorandum by the County and each Municipal Party.~~

<u>Installment</u>	<u>Amount</u>	<u>Payment Date</u>
<u>1</u>	<u>\$25,000.00</u>	<u>Within 15 days after the Party approves this Memorandum</u>
<u>2</u>	<u>\$12,500.00</u>	<u>31 July 2011</u>
<u>3</u>	<u>\$12,500.00</u>	<u>30 September 2011</u>

The amount of the Phase 2 Contribution for the each of the JA Parties shall not exceed \$50,000.00 without an amendment of this Memorandum by the JA Parties. Following review of, and consultation with the Coordinating Working Group regarding, invoices received, the County will release funds from the Phase 2 Fund for payment of costs incurred for the Phase 2 Work.

D. Accounting.

- (1) ~~D. Accounting. Preliminary Legal Work:~~ The County will provide to the JA Parties ~~(other than the District)~~ (i) a quarterly notification of the balance of the Reimbursement Fund ~~and the Phase 2 Fund~~ including a running total of amounts paid for the Preliminary Legal Work ~~and for the Phase 2 Work~~, (ii) periodic statements of costs incurred for Preliminary Legal Work ~~and for the Phase 2 Work~~, and (iii) a statement of the total costs of the Preliminary Legal Work ~~and of the Phase 2 Work~~ after such work is completed.
- (2) Phase 2 Work: The County will provide to the JA Parties (i) a monthly notification of the balance of the Phase 2 Fund including a running total of amounts paid for the Phase 2 Work, and (ii) periodic statements of costs incurred for the Phase 2 Work. In addition, in connection with the presentation for approval by the Coordinating Working Group as set forth in Subsection 2.H.1, the County will provide statements or invoices for the Phase 2 Work that are to be considered for payment.

E. Reimbursement.

- (1) Preliminary Legal Work: If the actual cost of the Preliminary Legal Work totals less than the total amount of Reimbursement Contributions delivered to the Reimbursement Fund by the Municipal Parties and the County, then the County shall refund to each such Party that made a Reimbursement Contribution an equal proportion of any amounts remaining in the Reimbursement Fund.
- (2) Phase 2 Work: If the actual cost of the Phase 2 Work totals less than the total amount of Phase 2 Contributions delivered to the Phase 2 Fund by the Municipal Parties and the County, then the County shall refund to each Municipal Party that made a Phase 2 Contribution and to itself an equal proportion of any amounts remaining in the Phase 2 Fund. Provided, however, that any Party that withdraws from this Memorandum pursuant to Section 6 will not receive a reimbursement pursuant to this Paragraph.

F. Understandings Between the Entity and the District. The District understands that part of the Phase 2 Work includes discussions pursuant to the Entity-District Principles and potential negotiation of the terms of one or more Entity-District Agreements, and intends to participate in these discussions and negotiations with the other Parties (and the Entity, when formed) on the basis of the Entity-District Principles set forth in Exhibit A. If mutually acceptable terms are reached, the Entity-District Agreements will be entered into at a mutually agreed time consistent with the Entity-District Principles. The Parties acknowledge and agree that there is no certainty that any Entity-District Agreements will be entered into.

G. No Liability of the County. The County will not be liable to the other Parties for any claim or damage of any kind whatsoever relating to the Preliminary Legal Work or the Phase 2 Work.

H. Coordination of the Phase 2 Work. The Parties agree that in order to effectively coordinate the various elements of the Phase 2 Work, certain elements of that Work should be allocated to various informal working groups consisting of officials or personnel, as the case may be, of various Parties, including the following working groups. Each Party shall notify the County in writing of its designees and representatives for each working group and of any changes in such personnel from time to time:

- (1) Coordinating Working Group: An advisory group comprised of the Policy Advisory Working Group and convened only for the following purposes: Review of periodic reports provided by the County pursuant to Subsection 2.D of this Memorandum; establishment of budget guidance for the provision of services that are part of the Phase 2 Work; and approval or ratification of expenditures for such services out of the Phase 2 Fund.

(2) Policy Advisory Working Group: An advisory group comprised of one representative from each of the Parties, as follows: (i) Municipal Parties: Village President or Mayor, or his or her designee; (ii) The County: County Board Chairman, or his or her designee; and (iii) The District: Chairman, or his or her designee. Designees shall be members of the corporate authorities. The Policy Advisory Working Group is established for the purposes of communication and coordination on matters of mutual concern, and to provide policy direction, regarding the creation of an Entity to provide Water Service to the Municipal Parties and the County, including input on operational and cost effectiveness matters relating to local systems, transport, and treatment activities, throughout the proposed territory of the Entity.

(3) Technical Advisory Working Group: An advisory body comprised of one representative from each of the Parties, as follows: (i) Municipal Parties: A designee of the Village President or Mayor; (ii) The County: A designee of the County Board Chairman; and (iii) The District: A designee of the Chairman. Each Party may designate an alternative representative to this Working Group. Representatives and alternate representatives shall be either engineers or full-time employees of the Municipal Parties, the County, or the District with responsibilities relating to the Party's water system. Each Party may send additional staff members or consultants to the sessions of this Working Group as necessary for the topics under discussion. This Working Group shall be responsible for consideration of all aspects of the proposed Water Service and the creation, operation, and cost-effectiveness of the proposed Entity, and shall report on a periodic basis to the Policy Advisory Working Group.

(4) Role of the District: The Parties recognize that each of the Working Groups will, from time to time, consider matters pertaining to the potential future relationship between the Entity and the District. Accordingly, there are certain sessions (or portions thereof) at which the Parties other than the District will need to discuss such matters without representatives of the District present. The District agrees not to attend such sessions (or those portions of sessions) when such matters are discussed by any Working Group. Notwithstanding the foregoing, a Working Group and the District may engage in discussions or negotiations at such sessions involving such matters, by mutual agreement.

3. **Enforceability and Enforcement.** Each of the Parties represents that the persons executing this Memorandum on behalf of such Party is duly authorized to do so. Any Party shall have the right to enforce this Memorandum pursuant to an action filed in the Illinois Circuit Court for the Nineteenth Judicial Circuit in Lake County, Illinois;

provided, however, that the Parties agree that no Party shall have the right to enforce this Memorandum ~~against the District~~ to compel the District or any other Party or the Entity to enter into any Entity-District Agreement that is not mutually acceptable. The Parties agree to meet and confer to discuss any disputes over the terms of this Memorandum prior to filing any such action for enforcement of this Memorandum.

4. **Entire Understanding; Amendment.** This Memorandum contains the entire understanding of the Municipal Parties and the County regarding cost-sharing obligations with respect to the Preliminary Legal Work and the Phase 2 Work, and all other agreements, understandings, representations, and statements, if any, whether oral or written, are merged herein. This Memorandum may be amended only by written instrument executed by the Parties; provided, however, that the Municipal Parties and the County may, without the consent of the District, amend by written instrument any portion of the Memorandum that solely applies to Parties other than the District.
5. **Term; Renewal; Execution.** The term of this Memorandum shall be through and including 31 July ~~31,~~ 2012 (the "*Term*"), commencing on the date that this Memorandum ~~of Understanding~~ is executed. Prior to the end of the Term, a renewal term may be negotiated by the Parties upon terms and conditions as may be mutually acceptable. This Memorandum may be executed in counterparts.
6. **Withdrawal; Replenishment.**
 - A. Notice and Effect. Any Party may withdraw from this Memorandum by providing written notice to all Parties. Withdrawal is effective upon delivery of such notice to the last Party, after which point the Party that withdraws pursuant to this Section 6 ("*Withdrawing Party*") shall have no further rights under this Memorandum. If the County withdraws pursuant to this Subsection, the remaining Parties will promptly select a Party to assume the role and responsibilities of the County as set forth in this Memorandum.
 - B. Responsibility for Costs. A Withdrawing Party (other than the District) is responsible for an equal share of the cost of all Phase 2 Work incurred up to ten (10) days after the date of notice of withdrawal ("*Withdrawing Party Incurred Costs*"). The Phase 2 Contribution made by a Withdrawing Party ~~(other than the District)~~ will be used to reimburse the County for the Withdrawing Party Incurred Costs.
 - C. Return of Remaining Funds. To the extent that any funds remain after the Withdrawing Party Incurred Costs are deducted from the amount of the Withdrawing Party's ~~(other than the District)~~ Phase 2 Contribution, the Withdrawing Party ~~(other than the District)~~ is entitled to reimbursement of such remaining funds. The County shall deliver such remaining funds to the Withdrawing Party ~~(other than the District)~~ within 60 days after the Withdrawing Party's ~~(other than the District)~~ notice of withdrawal pursuant to Subsection 6A.

D. Replenishment by Remaining Parties. Upon withdrawal of a Withdrawing Party (other than the District) pursuant to this Section, the County is authorized to modify, to the extent necessary, the scope of the Phase 2 Work in order to ensure that the amount of Phase 2 Funds remaining after reimbursement of the Withdrawing Party (other than the District) is sufficient to pay for the Phase 2 Work.

E. District Withdrawal. The Parties acknowledge that the District: (i) will not be making a Phase 2 Contribution; (ii) will not be subject to any Withdrawing Party Incurred Cost in the event of its withdrawal from this Memorandum; and (iii) will not be entitled to any return of funds in the event of its withdrawal from this Memorandum.

[SIGNATURES ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, pursuant to proper authority duly granted, the Parties have set their hands and seals hereto on or before the date first stated above.

ATTEST:

The County of Lake, an Illinois body politic and corporate

By: _____
Its: _____

By: _____
Its: _____

Contact Party for The County of Lake:

Name: _____
Address: _____

Telephone: _____
Facsimile: _____
Email: _____

ATTEST:

Village of Antioch, an Illinois municipal corporation

By: _____
Its: _____

By: _____
Its: _____

Contact Party for the Village of Antioch:

Name: _____
Address: _____

Telephone: _____
Facsimile: _____
Email: _____

ATTEST:

Village of Fox Lake, an Illinois municipal corporation

By: _____
Its: _____

By: _____
Its: _____

Contact Party for the Village of Fox Lake:

Name: _____
Address: _____

Telephone: _____
Facsimile: _____
Email: _____

ATTEST:

Lake County Public Water District, an Illinois unit of local government

By: _____
Its: _____

By: _____
Its: _____

Contact Party for the Lake County Public Water District:

Name: _____
Address: _____

Telephone: _____
Facsimile: _____
Email: _____

ATTEST:

Village of Lake Villa, an Illinois
municipal corporation

By: _____
Its: _____

By: _____
Its: _____

**Contact Party for the Village of Lake
Villa:**

Name: _____
Address: _____

Telephone: _____
Facsimile: _____
Email: _____

ATTEST:

Village of Lindenhurst, an Illinois
municipal corporation

By: _____
Its: _____

By: _____
Its: _____

**Contact Party for the Village of
Lindenhurst:**

Name: _____
Address: _____

Telephone: _____
Facsimile: _____
Email: _____

ATTEST:

Village of Wauconda, an Illinois
municipal corporation

By: _____
Its: _____

By: _____
Its: _____

**Contact Party for the Village of
Wauconda:**

Name: _____
Address: _____

Telephone: _____
Facsimile: _____
Email: _____

ATTEST:

Village of Lake Zurich, an Illinois
municipal corporation

By: _____
Its: _____

By: _____
Its: _____

**Contact Party for the Village of Lake
Zurich:**

Name: _____
Address: _____

Telephone: _____
Facsimile: _____
Email: _____

ATTEST:

Village of Volo, an Illinois municipal corporation

By: _____
Its: _____

By: _____
Its: _____

Contact Party for the Village of Volo:

Name: _____
Address: _____

Telephone: _____
Facsimile: _____
Email: _____

ATTEST:

Village of Hawthorn Woods, an Illinois municipal corporation

By: _____
Its: _____

By: _____
Its: _____

Contact Party for the Village of Hawthorn Woods:

Name: _____
Address: _____

Telephone: _____
Facsimile: _____
Email: _____

ATTEST:

Village of Old Mill Creek, an Illinois
municipal corporation

By: _____
Its: _____

By: _____
Its: _____

**Contact Party for the Village of Old
Mill Creek:**

Name: _____
Address: _____

Telephone: _____
Facsimile: _____
Email: _____

EXHIBIT A

ENTITY-DISTRICT PRINCIPLES

It has been proposed that the Entity will construct and own a new Lake Michigan water treatment facility and new distribution facilities to provide a Lake Michigan water supply to members of the Entity. The JA Parties ~~(other than the District)~~ and the District understand that there may be mutually beneficial opportunities for both the District and the new Entity if the Parties can mutually agree to locate the Entity's new treatment facility at a location on the property currently owned by the District and proximate to the District Facilities.

- (1) The JA Parties ~~(other than the District)~~ will evaluate the property on which the District Facilities are located in Zion, Illinois ("*District Site*") and the capacity of the District Facilities.
- (2) It is the intent of the District to consider a request intended to be made by the JA Parties ~~(other than the District)~~ to sell a portion of the District Site not needed by the District to the Entity for the new treatment facility proposed for the Entity.
- (3) Depending on the location and amount of land intended to be requested for the Entity's proposed treatment facility, and whether such portion of land may not be needed by the District, it is the intent of the District to enter into negotiations for the possible sale of such portion of District Site to the Entity under mutually acceptable terms and conditions.
- (4) It is the intent of the District to consider a request intended to be made by the JA Parties ~~(other than the District)~~ for the use by the Entity of a portion of the capacity of the District's intake facility which may not be needed by the District for the new treatment facility proposed for the Entity.
- (5) Depending upon the amount of capacity available in the District's intake facility, the amount of capacity needed by the District and the amount of capacity requested for use by the Entity, the District intends to enter into negotiations for a possible contract under which certain capacity in the District's intake would be made available to the Entity under mutually acceptable rates, terms and conditions.
- (6) It is the intent of the District to consider any proposal by the Entity for District staff to operate the new treatment facility proposed for the Entity.

Document comparison by Workshare Professional on Thursday, March 17, 2011
10:58:28 AM

Input:	
Document 1 ID	interwovenSite://HKDMS/Active/9462837/9
Description	#9462837v9<Active> - Lake County: First Amended and Restated Water Entity MOU re Cost Sharing
Document 2 ID	interwovenSite://HKDMS/Active/9462837/14
Description	#9462837v14<Active> - Lake County: First Amended and Restated Water Entity MOU re Cost Sharing
Rendering set	baa

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	92
Deletions	50
Moved from	3
Moved to	3
Style change	0
Format changed	0
Total changes	148

**NORTHERN LAKE COUNTY LAKE MICHIGAN
WATER PLANNING GROUP
FIRST AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING**

This **FIRST AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING** is made as of the date of its execution (this "**Memorandum**"), by and among The County of Lake, Illinois, a body politic and corporate (the "**County**"); the Lake County Public Water District, an Illinois unit of local government (the "**District**"); the Village of Antioch, an Illinois municipal corporation ("**Antioch**"); the Village of Fox Lake, an Illinois municipal corporation ("**Fox Lake**"); the Village of Lake Villa, an Illinois municipal corporation ("**Lake Villa**"); the Village of Lindenhurst, an Illinois municipal corporation ("**Lindenhurst**"); the Village of Wauconda, an Illinois municipal corporation ("**Wauconda**"); the Village of Lake Zurich, an Illinois municipal corporation ("**Lake Zurich**"); the Village of Volo, an Illinois municipal corporation ("**Volo**"); the Village of Hawthorn Woods, an Illinois municipal corporation ("**Hawthorn Woods**"); and the Village of Old Mill Creek, an Illinois municipal corporation ("**Old Mill Creek**") (individually, "**Party**" and collectively, the "**Parties**").

1. **Recitals.**

- A. The Parties have authority to enter into this intergovernmental agreement pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, Article VII, Section 10 of the 1970 Constitution of the State of Illinois, and other applicable law.
- B. Except for the County and the District, the Parties are all municipal corporations in Lake County, Illinois (the "**Municipal Parties**").
- C. The County and the Municipal Parties (the "**JA Parties**") have been considering the creation of a new water entity (the "**Entity**") to provide a supply of potable water from Lake Michigan ("**Water Service**") for the Municipal Parties for parcels within their respective corporate limits, as modified from time to time; and for the County, which seeks to provide Water Service for certain service areas within the County commonly known as "**Grandwood Park**" and the "**County Northwest Region**" (which includes the Petite Lake, Fox Lake Hills, and Stanton Bay areas) and generally described in the Lake Michigan Water Feasibility Study, prepared for the Northern Lake County Lake Michigan Water Planning Group by Applied Technologies, Inc. dated November, 2007.
- D. The District owns and operates Lake Michigan water intake and treatment facilities (the "**District Facilities**") and currently provides the Water Service requirements of the City of Zion, the Village of Winthrop Harbor, and the State of Illinois Adeline Jay Geo-Karis Illinois Beach State Park on a non-profit basis.
- E. The JA Parties and the District intend to explore opportunities for various intergovernmental transactions and possible joint intergovernmental operations involving the District and the Entity, as more fully described in Exhibit A

attached to and made a part of the Memorandum by this reference (the "**Entity-District Principles**"), which if successful will lead to one or more intergovernmental agreements between the Entity and the District (the "**Entity-District Agreements**"). However, the Parties agree that such Agreements are not yet a certainty.

- F. The JA Parties have previously taken a number of actions to advance their ability to provide Water Service through an Entity, including: (i) convening meetings and exchanging information regarding the formation of an Entity; (ii) engaging the engineering firm of Applied Technologies, Inc. to prepare a "Lake Michigan Water Feasibility Study" to determine preliminarily if an Entity could provide cost-effective Water Service on behalf of the Parties; (iii) undertaking coordinated efforts to secure allocations of Lake Michigan water to provide Water Service; (iv) evaluating the financing aspects of developing a joint system to provide Water Service; and (v) collectively funding the foregoing activities and efforts in an amount exceeding \$355,000.00 (as of December 2009). The District has also participated in many of the meetings and exchanges of information.
- G. At meetings on 11 December 2008 and 15 January 2009, representatives of the JA Parties met to review and confirm the general organizational approach for the Entity and to identify additional steps necessary for creation of the Entity.
- H. The County has engaged legal counsel to provide information regarding legal issues involved with, and to prepare documentation for, the formation of the Entity (the "**Preliminary Legal Work**").
- I. In consideration of the County's engagement of legal counsel for the Preliminary Legal Work, each of the Municipal Parties has agreed to contribute an equal proportion of the costs associated with the Preliminary Legal Work, which contribution shares shall not exceed \$5,000.00 per Municipal Party and \$10,000.00 for the County (based on \$5,000 for each of the two noted service areas).
- J. In 2009, the Parties, other than Hawthorn Woods and Old Mill Creek, previously entered into the "Northern Lake County Lake Michigan Water Planning Group Memorandum of Understanding" (the "**Original Memorandum**"). The Parties, including Hawthorn Woods and Old Mill Creek, now intend to enter into this Memorandum as their first amended and restated version of the Original Memorandum.
- K. Subsequent to the execution of the Original Memorandum, the JA Parties have continued to take voluntary actions to advance their ability to provide Water Service through the creation of the Entity, including (i) convening additional meetings and exchanging information regarding formation of the Entity; (ii) engaging legal counsel to prepare a draft intergovernmental agreement to form the Entity as a joint action water agency; (iii) all of the Parties, other than the District, Hawthorn Woods and Old Mill Creek, have completed their applications for new

Lake Michigan water allocations and have completed the required hearings, evidence and testimony in connection with those applications; and (iv) further evaluating the financing aspects of developing a joint system to provide Water Service. The District has also voluntarily participated in many of the meetings and exchanges of information.

- L. On 14 January 2011, the Illinois Department of Natural Resources approved ten decisions issuing Lake Michigan Water Allocation Permits to the County for the Grandwood Park and County Northwest Regions and to the Municipal Parties (other than Hawthorn Woods and Old Mill Creek) for the allocation years 2015 to 2030.
- M. At meetings on 14 April 2010, 19 May 2010, 17 June 2010, 22 July 2010, 16 December 2010, and 3 February 2011, representatives of the Parties met to discuss the next steps in creation of the Entity to provide Water Service as well as the proposed project schedule.
- N. Following consultation with and consent of the Working Groups described in this Memorandum and subject to the terms of this Memorandum, the County will engage legal, engineering (including assessments of alternative sources of Lake Michigan water), management, financial advisory, and public education services in furtherance of the JA Parties' efforts to create the Entity to provide Water Service (the "**Phase 2 Work**").
- O. Based on the assessment of alternative sources of Lake Michigan water as part of the Phase 2 Work, the Phase 2 Work may also include negotiation of the Entity-District Agreements.
- P. In consideration of the County's engagement of legal, engineering, management, financial advisory, and public information services for the Phase 2 Work pursuant to the terms of this Memorandum, (i) each of the JA Parties and the County have agreed to contribute an equal proportion of the costs associated with the Phase 2 Work, which contribution shares shall be in the amount of \$50,000.00 per Municipal Party and \$50,000.00 by the County; and (ii) the District has agreed to enter into discussions with the JA Parties (and the Entity, when formed) pursuant to the Entity-District Principles which, if successful, will lead to one or more Entity-District Agreements. The Entity-District Agreements will be entered into at a mutually agreed time consistent with the Entity-District Principles, provided that negotiations on the Entity-District Agreements are successful.
- Q. In order to better ensure that the JA Parties enjoy relative parity with respect to undertaking formation of the Entity, this Memorandum has been prepared in order to delineate the JA Parties' cost-sharing obligations with respect to the Preliminary Legal Work and the Phase 2 Work.

2. **Preliminary Legal Work and Phase 2 Work Cost Sharing.**

- A. **Preliminary Legal Work; Phase 2 Work.** The Municipal Parties acknowledge and agree that: (i) the County will formally engage counsel to perform the Preliminary Legal Work and, following consultation with and the consent of the Working Groups, the County will formally engage counsel and engineering, management, financial advisory, and public information services professionals to perform the Phase 2 Work; (ii) the results of the Preliminary Legal Work and the Phase 2 Work will be of common and mutual interest among the JA Parties, and such Preliminary Legal Work and Phase 2 Work will be undertaken to advance the common interest of the JA Parties and not in a manner adverse to any of the JA Parties; and (iii) the County will share with, and seek input from, the Municipal Parties and (to the extent appropriate) the District in connection with the Preliminary Legal Work relating to the development of legal documentation for the Entity and in connection with the Phase 2 Work relating to furtherance of the JA Parties' consideration of creation of the Entity to provide Water Service.
- B. **Payment.** Subject to the terms of this Memorandum, the County will pay all costs relating to the Preliminary Legal Work and to the Phase 2 Work.
- C. **Sharing of Cost Responsibilities; Reimbursements.**

- (1) **Preliminary Legal Work:** The JA Parties agree that they will share equally the costs associated with the Preliminary Legal Work. To that end, each Municipal Party will deliver \$5,000.00 and the County will deliver \$10,000.00 (the "***Reimbursement Contribution***") to the County to be held in trust (the "***Reimbursement Fund***") for purposes of reimbursing the County for any costs actually incurred for the Preliminary Legal Work. Such Reimbursement Contributions shall be delivered to the County on or before 31 March 2009. The County may withdraw funds from the Reimbursement Fund at any time after it incurs costs for the Preliminary Legal Work.
- (2) **Phase 2 Work:** The JA Parties agree that they will share equally the costs associated with the Phase 2 Work. To that end, each such Party will deliver \$50,000.00 (the "***Phase 2 Contribution***") to the County to be held in trust (the "***Phase 2 Fund***") for purposes of making payments for costs actually incurred for the Phase 2 Work. Such Phase 2 Contributions shall be delivered to the County for deposit in the Phase 2 Fund in three installments, as follows:

<u>Installment</u>	<u>Amount</u>	<u>Payment Date</u>
1	\$25,000.00	Within 15 days after the Party approves this Memorandum
2	\$12,500.00	31 July 2011
3	\$12,500.00	30 September 2011

The amount of the Phase 2 Contribution for the each of the JA Parties shall not exceed \$50,000.00 without an amendment of this Memorandum by the JA Parties. Following review of, and consultation with the Coordinating Working Group regarding, invoices received, the County will release funds from the Phase 2 Fund for payment of costs incurred for the Phase 2 Work.

D. Accounting.

- (1) Preliminary Legal Work: The County will provide to the JA Parties (i) a quarterly notification of the balance of the Reimbursement Fund including a running total of amounts paid for the Preliminary Legal Work, (ii) periodic statements of costs incurred for Preliminary Legal Work, and (iii) a statement of the total costs of the Preliminary Legal Work after such work is completed.
- (2) Phase 2 Work: The County will provide to the JA Parties (i) a monthly notification of the balance of the Phase 2 Fund including a running total of amounts paid for the Phase 2 Work, and (ii) periodic statements of costs incurred for the Phase 2 Work. In addition, in connection with the presentation for approval by the Coordinating Working Group as set forth in Subsection 2.H.1, the County will provide statements or invoices for the Phase 2 Work that are to be considered for payment.

E. Reimbursement.

- (1) Preliminary Legal Work: If the actual cost of the Preliminary Legal Work totals less than the total amount of Reimbursement Contributions delivered to the Reimbursement Fund by the Municipal Parties and the County, then the County shall refund to each such Party that made a Reimbursement Contribution an equal proportion of any amounts remaining in the Reimbursement Fund.
- (2) Phase 2 Work: If the actual cost of the Phase 2 Work totals less than the total amount of Phase 2 Contributions delivered to the Phase 2 Fund by the Municipal Parties and the County, then the County shall refund to each Municipal Party that made a Phase 2 Contribution and to itself an equal proportion of any amounts remaining in the Phase 2 Fund. Provided, however, that any Party that withdraws from this Memorandum pursuant to Section 6 will not receive a reimbursement pursuant to this Paragraph.

- F. Understandings Between the Entity and the District. The District understands that part of the Phase 2 Work includes discussions pursuant to the Entity-District Principles and potential negotiation of the terms of one or more Entity-District Agreements, and intends to participate in these discussions and negotiations with the other Parties (and the Entity, when formed) on the basis of the Entity-District

Principles set forth in Exhibit A. If mutually acceptable terms are reached, the Entity-District Agreements will be entered into at a mutually agreed time consistent with the Entity-District Principles. The Parties acknowledge and agree that there is no certainty that any Entity-District Agreements will be entered into.

- G. No Liability of the County. The County will not be liable to the other Parties for any claim or damage of any kind whatsoever relating to the Preliminary Legal Work or the Phase 2 Work.
- H. Coordination of the Phase 2 Work. The Parties agree that in order to effectively coordinate the various elements of the Phase 2 Work, certain elements of that Work should be allocated to various informal working groups consisting of officials or personnel, as the case may be, of various Parties, including the following working groups. Each Party shall notify the County in writing of its designees and representatives for each working group and of any changes in such personnel from time to time:
- (1) Coordinating Working Group: An advisory group comprised of the Policy Advisory Working Group and convened only for the following purposes: Review of periodic reports provided by the County pursuant to Subsection 2.D of this Memorandum; establishment of budget guidance for the provision of services that are part of the Phase 2 Work; and approval or ratification of expenditures for such services out of the Phase 2 Fund.
 - (2) Policy Advisory Working Group: An advisory group comprised of one representative from each of the Parties, as follows: (i) Municipal Parties: Village President or Mayor, or his or her designee; (ii) The County: County Board Chairman, or his or her designee; and (iii) The District: Chairman, or his or her designee. Designees shall be members of the corporate authorities. The Policy Advisory Working Group is established for the purposes of communication and coordination on matters of mutual concern, and to provide policy direction, regarding the creation of an Entity to provide Water Service to the Municipal Parties and the County, including input on operational and cost effectiveness matters relating to local systems, transport, and treatment activities, throughout the proposed territory of the Entity.
 - (3) Technical Advisory Working Group: An advisory body comprised of one representative from each of the Parties, as follows: (i) Municipal Parties: A designee of the Village President or Mayor; (ii) The County: A designee of the County Board Chairman; and (iii) The District: A designee of the Chairman. Each Party may designate an alternative representative to this Working Group. Representatives and alternate representatives shall be either engineers or full-time employees of the Municipal Parties, the County, or the District with responsibilities relating to the Party's water system. Each Party may send additional

staff members or consultants to the sessions of this Working Group as necessary for the topics under discussion. This Working Group shall be responsible for consideration of all aspects of the proposed Water Service and the creation, operation, and cost-effectiveness of the proposed Entity, and shall report on a periodic basis to the Policy Advisory Working Group.

- (4) Role of the District: The Parties recognize that each of the Working Groups will, from time to time, consider matters pertaining to the potential future relationship between the Entity and the District. Accordingly, there are certain sessions (or portions thereof) at which the Parties other than the District will need to discuss such matters without representatives of the District present. The District agrees not to attend such sessions (or those portions of sessions) when such matters are discussed by any Working Group. Notwithstanding the foregoing, a Working Group and the District may engage in discussions or negotiations at such sessions involving such matters, by mutual agreement.
3. **Enforceability and Enforcement**. Each of the Parties represents that the persons executing this Memorandum on behalf of such Party is duly authorized to do so. Any Party shall have the right to enforce this Memorandum pursuant to an action filed in the Illinois Circuit Court for the Nineteenth Judicial Circuit in Lake County, Illinois; provided, however, that the Parties agree that no Party shall have the right to enforce this Memorandum to compel the District or any other Party or the Entity to enter into any Entity-District Agreement that is not mutually acceptable. The Parties agree to meet and confer to discuss any disputes over the terms of this Memorandum prior to filing any such action for enforcement of this Memorandum.
4. **Entire Understanding; Amendment**. This Memorandum contains the entire understanding of the Municipal Parties and the County regarding cost-sharing obligations with respect to the Preliminary Legal Work and the Phase 2 Work, and all other agreements, understandings, representations, and statements, if any, whether oral or written, are merged herein. This Memorandum may be amended only by written instrument executed by the Parties; provided, however, that the Municipal Parties and the County may, without the consent of the District, amend by written instrument any portion of the Memorandum that solely applies to Parties other than the District.
5. **Term; Renewal; Execution**. The term of this Memorandum shall be through and including 31 July 2012 (the "***Term***"), commencing on the date that this Memorandum is executed. Prior to the end of the Term, a renewal term may be negotiated by the Parties upon terms and conditions as may be mutually acceptable. This Memorandum may be executed in counterparts.

6. **Withdrawal; Replenishment.**

- A. **Notice and Effect.** Any Party may withdraw from this Memorandum by providing written notice to all Parties. Withdrawal is effective upon delivery of such notice to the last Party, after which point the Party that withdraws pursuant to this Section 6 ("***Withdrawing Party***") shall have no further rights under this Memorandum. If the County withdraws pursuant to this Subsection, the remaining Parties will promptly select a Party to assume the role and responsibilities of the County as set forth in this Memorandum.
- B. **Responsibility for Costs.** A Withdrawing Party (other than the District) is responsible for an equal share of the cost of all Phase 2 Work incurred up to ten (10) days after the date of notice of withdrawal ("***Withdrawing Party Incurred Costs***"). The Phase 2 Contribution made by a Withdrawing Party will be used to reimburse the County for the Withdrawing Party Incurred Costs.
- C. **Return of Remaining Funds.** To the extent that any funds remain after the Withdrawing Party Incurred Costs are deducted from the amount of the Withdrawing Party's Phase 2 Contribution, the Withdrawing Party is entitled to reimbursement of such remaining funds. The County shall deliver such remaining funds to the Withdrawing Party within 60 days after the Withdrawing Party's notice of withdrawal pursuant to Subsection 6A.
- D. **Replenishment by Remaining Parties.** Upon withdrawal of a Withdrawing Party (other than the District) pursuant to this Section, the County is authorized to modify, to the extent necessary, the scope of the Phase 2 Work in order to ensure that the amount of Phase 2 Funds remaining after reimbursement of the Withdrawing Party (other than the District) is sufficient to pay for the Phase 2 Work.
- E. **District Withdrawal.** The Parties acknowledge that the District: (i) will not be making a Phase 2 Contribution; (ii) will not be subject to any Withdrawing Party Incurred Cost in the event of its withdrawal from this Memorandum; and (iii) will not be entitled to any return of funds in the event of its withdrawal from this Memorandum.

[SIGNATURES ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, pursuant to proper authority duly granted, the Parties have set their hands and seals hereto on or before the date first stated above.

ATTEST:

The County of Lake, an Illinois body politic and corporate

By: _____
Its: _____

By: _____
Its: _____

Contact Party for The County of Lake:

Name: _____
Address: _____

Telephone: _____
Facsimile: _____
Email: _____

ATTEST:

Village of Antioch, an Illinois municipal corporation

By: _____
Its: _____

By: _____
Its: _____

Contact Party for the Village of Antioch:

Name: _____
Address: _____

Telephone: _____
Facsimile: _____
Email: _____

ATTEST:

Village of Fox Lake, an Illinois
municipal corporation

By: _____
Its: _____

By: _____
Its: _____

**Contact Party for the Village of Fox
Lake:**

Name: _____
Address: _____

Telephone: _____
Facsimile: _____
Email: _____

ATTEST:

Lake County Public Water District, an
Illinois unit of local government

By: _____
Its: _____

By: _____
Its: _____

**Contact Party for the Lake County
Public Water District:**

Name: _____
Address: _____

Telephone: _____
Facsimile: _____
Email: _____

ATTEST:

Village of Lake Villa, an Illinois
municipal corporation

By: _____
Its: _____

By: _____
Its: _____

**Contact Party for the Village of Lake
Villa:**

Name: _____
Address: _____

Telephone: _____
Facsimile: _____
Email: _____

ATTEST:

Village of Lindenhurst, an Illinois
municipal corporation

By: _____
Its: _____

By: _____
Its: _____

**Contact Party for the Village of
Lindenhurst:**

Name: _____
Address: _____

Telephone: _____
Facsimile: _____
Email: _____

ATTEST:

Village of Wauconda, an Illinois
municipal corporation

By: _____
Its: _____

By: _____
Its: _____

**Contact Party for the Village of
Wauconda:**

Name: _____
Address: _____

Telephone: _____
Facsimile: _____
Email: _____

ATTEST:

Village of Lake Zurich, an Illinois
municipal corporation

By: _____
Its: _____

By: _____
Its: _____

**Contact Party for the Village of Lake
Zurich:**

Name: _____
Address: _____

Telephone: _____
Facsimile: _____
Email: _____

ATTEST:

Village of Volo, an Illinois municipal corporation

By: _____
Its: _____

By: _____
Its: _____

Contact Party for the Village of Volo:

Name: _____
Address: _____

Telephone: _____
Facsimile: _____
Email: _____

ATTEST:

Village of Hawthorn Woods, an Illinois municipal corporation

By: _____
Its: _____

By: _____
Its: _____

Contact Party for the Village of Hawthorn Woods:

Name: _____
Address: _____

Telephone: _____
Facsimile: _____
Email: _____

ATTEST:

Village of Old Mill Creek, an Illinois
municipal corporation

By: _____
Its: _____

By: _____
Its: _____

**Contact Party for the Village of Old
Mill Creek:**

Name: _____
Address: _____

Telephone: _____
Facsimile: _____
Email: _____

EXHIBIT A

ENTITY-DISTRICT PRINCIPLES

It has been proposed that the Entity will construct and own a new Lake Michigan water treatment facility and new distribution facilities to provide a Lake Michigan water supply to members of the Entity. The JA Parties and the District understand that there may be mutually beneficial opportunities for both the District and the new Entity if the Parties can mutually agree to locate the Entity's new treatment facility at a location on the property currently owned by the District and proximate to the District Facilities.

- (1) The JA Parties will evaluate the property on which the District Facilities are located in Zion, Illinois ("*District Site*") and the capacity of the District Facilities.
- (2) It is the intent of the District to consider a request intended to be made by the JA Parties to sell a portion of the District Site not needed by the District to the Entity for the new treatment facility proposed for the Entity.
- (3) Depending on the location and amount of land intended to be requested for the Entity's proposed treatment facility, and whether such portion of land may not be needed by the District, it is the intent of the District to enter into negotiations for the possible sale of such portion of District Site to the Entity under mutually acceptable terms and conditions.
- (4) It is the intent of the District to consider a request intended to be made by the JA Parties for the use by the Entity of a portion of the capacity of the District's intake facility which may not be needed by the District for the new treatment facility proposed for the Entity.
- (5) Depending upon the amount of capacity available in the District's intake facility, the amount of capacity needed by the District and the amount of capacity requested for use by the Entity, the District intends to enter into negotiations for a possible contract under which certain capacity in the District's intake would be made available to the Entity under mutually acceptable rates, terms and conditions.
- (6) It is the intent of the District to consider any proposal by the Entity for District staff to operate the new treatment facility proposed for the Entity.

Request For Board Action

REFERRED TO BOARD: May 2, 2011

AGENDA ITEM NO: 11

ORIGINATING DEPARTMENT: Administration

SUBJECT: Consideration of a Resolution Authorizing the Village Administrator to execute change order No. 9 for the Waste Water Treatment Plant project in the amount of \$96,276.68.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Village has received change order no. 9 documentation for the construction of the WWTP. The request involves 37 items that affect the contract price. There will be no change to the contract time. The total amount of the change is \$96,276.68 bringing the contract price to \$14,593,748.42. The attached change order summary provides a description and reason for each necessary change.

Staff has discussed this item with the consultant and contractor to determine the reason for the change and alternatives to mitigate cost. The change was determined to be reasonably unavoidable.

FINANCIAL IMPACT: \$96,276.68, new contract price of \$14,593,748.42

DOCUMENTS ATTACHED:

1. Resolution
2. Change Order Summary
3. Change Order No. 9 Document

RECOMMENDED MOTION:

Move to approve a resolution authorizing the Village Administrator to execute change order No. 9 for the Waste Water Treatment Plant project in the amount of \$96,276.68.

RESOLUTION NO. 11-XX

**RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR
TO EXECUTE CHANGE ORDER NO. 9 FOR THE WASTE WATER TREATMENT
PLANT PROJECT IN THE AMOUNT OF \$96,276.68**

WHEREAS, the Village of Antioch (“Village”) is a municipality located in Lake County, Illinois;

WHEREAS, the corporate authorities have considered the findings and recommendations of the Village Staff regarding Change Order No. 9 for the Waste Water Treatment Plant Project.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Board of Trustees of the Village as follows:

On behalf of the Village, The Village Administrator is authorized to execute Change Order No. 9 in an amount of \$96,276.68.

PASSED this 2nd day of May, 2011.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 2nd day of May, 2011.

Lawrence M. Hanson, Mayor

ATTEST:

Candi L. Rowe, Village Clerk

April 15, 2011



Mr. Jim Keim
Village Administrator
Village of Antioch
874 Main Street
Antioch, Illinois 60002

Subject: Wastewater Treatment Plant Project
Change Order No. 9


Dear Jim:

Change Order No. 9 is enclosed for your review. This change order is based upon the attached spread sheet "Summary of Change Order Request Processing." I believe that the change order is in accordance with the discussions in the meeting of February 10, 2011. The electrical items have been moved from Change Order No. 9 to a "Pending" category, in accordance with your e-mail of April 1, 2011.

Following your review, let me know of any corrections. If there are no corrections, please sign all four copies. One copy is for your files, and one is for the IEPA. Please send the remaining two to me, and I will send one to the Contractor.

Sincerely,

Applied Technologies, Inc.



Frank Tiefert, P.E.

Enclosure

CC: Paul Traeger, Applied Technologies

Summary of Change Order Request Processing
April 6, 2011

1	2	3	4	5	6	7	8	9	10
Number	Description	Claim Amount	Approved prior to meeting	Approved at meeting	Partial approval	Claim dismissed	Contractor's C.O. Amount	Change Order No. 9	Pending
52A	Raise san MH rims	\$682.24	\$682.24				\$682.24	\$682.24	
53	Pumping rain water	\$2,017.55	\$2,017.55				\$2,017.55	\$2,017.55	
56	Exit signs	\$13,829.30				\$13,829.30			
59	Chem pump mounts	\$2,204.90				\$2,204.90			
61	Offset 4" WAS Pipe	\$1,360.24	\$1,360.24				\$1,360.24	\$1,360.24	
64	Aeration tank valves	\$1,418.81			\$1,418.81		\$709.41	\$709.41	
67	20" ML pipe	\$4,186.73		\$1,825.00			\$1,825.00	\$1,825.00	
71	Startup delay	\$84,656.15			\$15,000.00		\$15,500.00	\$15,500.00	
73	Hydrant removal	\$1,282.60	\$1,282.60				\$1,282.60	\$1,282.60	
74	6" & 8" SPNT offsets	\$8,632.85		\$5,180.00			\$5,140.00	\$5,140.00	
78A	Bldg 68 piping spools	\$3,196.43		\$1,500.00	\$1,696.00		\$2,348.00	\$2,348.00	
79	Temp phone lines	\$4,925.12	\$4,925.12				\$4,925.12		\$4,925.12
80A	Bldg 30 shed roof soffit	\$1,995.03		\$1,995.03			\$1,995.03	\$1,995.03	
84	Piping offsets for storm	\$6,450.56			\$6,450.56		\$3,225.00	\$3,225.00	
86	Blower maintenance	\$497.70	\$497.70				\$497.70	\$497.70	
87	Fence Removal	\$1,078.88	\$1,078.88				\$1,078.88	\$1,078.88	
88	Fencing credit	(\$4,751.00)	(\$4,751.00)				(\$4,751.00)	(\$4,751.00)	
89	OH door elec	\$5,008.50	\$5,008.50				\$5,008.50		\$5,008.50
90	Bldg 40 grating support	\$2,320.50				\$2,320.50			
91	Clarifier stair change	\$315.00				\$315.00			
92R	Transfer switch mod	\$1,102.50	\$1,102.50				\$1,102.50	\$1,102.50	
93	Bldg 35 OH door elec	\$3,558.45				\$3,558.45			
95	Temp power, belt press	\$1,698.08			\$1,698.08		\$850.00		\$850.00
96	Bldg 40 change 4" DSD	\$4,056.56	\$4,056.56				\$4,056.56	\$4,056.56	
97	Bldg 30 phone jacks	\$1,735.32	\$1,735.32				\$1,735.32		\$1,735.32
99	Rain water cleanup	\$6,286.23			\$6,286.23		\$3,143.00	\$3,143.00	
100	Cap 4" air pipe	\$1,314.69			\$1,314.69		\$657.00	\$657.00	
101	Chem pump check valve	\$660.10				\$660.10			
102	Belt press add valve	\$604.96	\$604.96				\$604.96	\$604.96	
103	Belt press pipe supports	\$1,283.21			\$1,283.21		\$641.50	\$641.50	
104	Reroute 6" ALP	\$17,366.01		\$7,680.00			\$7,680.00	\$7,680.00	
105A	Revised - gutters	\$2,490.55	\$2,490.55				\$2,490.55	\$2,490.55	
112	Winter Protection	\$44,396.50			\$44,396.50		\$22,198.25	\$22,198.25	
116	Lab equip credit	(\$7,692.00)	(\$7,692.00)				(\$7,692.00)	(\$7,692.00)	
118	Althoff service call	\$214.99	\$214.99				\$214.99	\$214.99	
119	W-M service call	\$831.60		\$831.60			\$831.60	\$831.60	
120	W-M service call	\$706.13				\$706.13			
121	Floc Trac credit	(\$4,764.61)	(\$4,764.61)				(\$4,764.61)	(\$4,764.61)	
124	Grating mod at screen	\$186.28		\$186.28			\$186.28	\$186.28	
125	New weirs at aeration	\$3,044.54	\$3,044.54				\$3,044.54	\$3,044.54	
126	Bldg 68 painting credit	(\$640.00)	(\$640.00)				(\$640.00)	(\$640.00)	
127	Bldg 30 paint changes	\$1,585.50	\$1,585.50				\$1,585.50	\$1,585.50	
129	Spoil Removal	\$44,756.30			\$44,756.30		\$22,378.15	\$22,378.15	
130	Admin CAT-5 cable	\$364.77	\$364.77				\$364.77		\$364.77
132	D. O. probe boxes	\$1,290.45				\$1,290.45			
133	Bldg 80 water heater elec	\$500.85			\$500.85		\$250.00		\$250.00
134	Temp pump connection	\$209.48				\$209.48			
135	Bldg 80 MUA wiring	\$500.85			\$500.85		\$250.00		\$250.00
136	Bldg 40 special plug	\$408.65				\$408.65			
137	Temp pump connection	\$209.48				\$209.48			
138	Fire alarm conduits	(\$2,000.00)	(\$2,000.00)				(\$2,000.00)	(\$2,000.00)	
139	Lab add'l outlets	\$1,123.50				\$1,123.50			
140	Credit for utility allowance	(\$6,895.86)	(\$6,895.86)				(\$6,895.86)	(\$6,895.86)	
141	Credit for phone allowance	(\$2,215.67)	(\$2,215.67)				(\$2,215.67)	(\$2,215.67)	
142	W-M service call	\$485.10				\$485.10			
143	Slide gate extensions	\$1,432.27				\$1,432.27			
144	Replace seal water parts	\$1,497.30			\$1,497.30		\$1,426.00	\$1,426.00	
145	Relocate gas detector	\$2,825.54				\$2,825.54			
146	Control wiring	\$290.76			\$290.76		\$135.00		\$135.00
147	Blower cooling fans	\$4,540.50				\$4,540.50			
148	Move fire alarm	\$423.57				\$423.57			
149	UV wiring change	\$420.46			\$420.46		\$210.00		\$210.00
150	Pump temp probe	\$929.28			\$929.28		\$465.00		\$465.00
151	OH door elec	\$3,558.45				\$3,558.45			
152	Level sensor adjustment	\$343.61	\$343.61				\$343.61		\$343.61
153	Water heater wiring	\$9,660.00			\$9,660.00		\$488.00		\$488.00
154	Unsuitable soils, paving	\$15,332.79	\$15,332.79				\$15,332.79	\$15,332.79	
TOTALS		\$301,326.11	\$18,769.78	\$19,197.91	\$129,405.88	\$40,101.37	\$111,302.00	\$96,276.68	\$15,025.32

CHANGE ORDER

Order No. 9

Date: April 6, 2011

Agreement Date: January 22, 2008

NAME OF PROJECT: Village of Antioch Wastewater Treatment Plant Improvements

OWNER: Village of Antioch

CONTRACTOR: Joseph J. Henderson & Son, Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS:

See attached Change Order Summary.

Justification:

See attached Change Order Summary.

Change to CONTRACT PRICE:

Original CONTRACT PRICE \$13,700,000.00

Current CONTRACT PRICE adjusted by previous CHANGE ORDER(S) \$14,497,471.74

The CONTRACT PRICE due to this CHANGE ORDER will be

(increased) by: \$96,276.68

The new CONTRACT PRICE including this CHANGE ORDER will be \$14,593,748.42

Change to CONTRACT TIME:

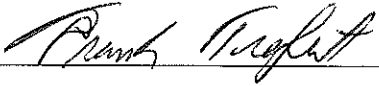
The CONTRACT TIME will be (increased) by No calendar days.

The date for completion of all work will be May 4, 2010 (Substantial Completion) and July 3, 2010 (Ready for Final Payment) (DATE).

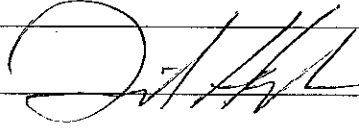
Approvals Required:

To be effective this Order must be approved by the Federal agency if it changes the scope or objective of the PROJECT, or as may otherwise be required by the SUPPLEMENTAL GENERAL CONDITIONS.

Requested by: _____

Recommended by: Applied Technologies, Inc. (Engineer) 

Ordered by: Village of Antioch (Owner)

Accepted by: Joseph J. Henderson & Son, Inc. (Contractor) 

CHANGE ORDER NO. 9 SUMMARY
VILLAGE OF ANTIOCH WASTEWATER TREATMENT PLANT IMPROVEMENTS
Total cost for Items 1-37, below = \$96,276.68

Item 1.

- a. Description: Raise top of manhole to match new grade. Cost of \$682.24.
- b. Reason for Change: New grade required by LCSMC permit.
- c. Supporting Documents: Contractor's Change Order Request No. 52A

Item 2.

- a. Description: Drain and clean clarifiers. Cost of \$2,017.55
- b. Reason for Change: LCSMS Permit required that the new clarifiers be used for compensatory storage during the first phase of construction. Heavy rains resulted in the clarifiers being utilized for compensatory storage. The draining and cleaning of these structures was additional work.
- c. Supporting Documents: Contractor's Change Order Request No. 53.

Item 3.

- a. Description: Add offsets to a new buried 4" WAS pipe to avoid an existing buried 12" backwash waste pipe. Cost of \$1,360.24.
- b. Reason for Change: The existing 12" backwash waste pipe was not shown on the record drawings for the existing facility. Work as conducted on a time and materials basis.
- c. Supporting Documents: Contractor's Change Order Request No. 61.

Item 4.

- a. Description: Saw cut aeration tank concrete to allow installation of drain valves. Contractor claimed cost of \$1,418.81. Cost negotiated to \$709.41
- b. Reason for Change: Valves were larger than anticipated and did not fit in the space allowed.
- c. Supporting Documents: Contractor's Change Order Request No. 64.

Item 5.

- a. Description: Additional fittings used in installing 20" mixed liquor pipe. Contractor's claim was \$4,186.73. Cost negotiated to \$1,825.00.
- b. Reason for Change: The necessary pipe slope could not be made by deflecting the joints, and 45 degree elbows were needed to fit the conditions.

- c. Supporting Documents: Contractor's Change Order Request No. 67

Item 6.

- a. Description: Construction schedule delay due to startup issues. Contractor claimed costs of \$84,656.15. Cost negotiated to \$15,500.00.
- b. Reason for Change: Startup was delayed while corrections were made to the influent flume.
- c. Supporting Documents: Contractor's Change Order Request No. 71.

Item 7.

- a. Description: Remove existing hydrant on a time and material basis. Cost of \$1,282.60.
- b. Reason for Change: The hydrant was originally shown to remain in place, however, the hydrant interfered with the excavation of the storm water lagoon required by the LCSMC permit.
- c. Supporting Documents: Contractor's Change Order Request No. 73.

Item 8.

- a. Description: Install offsets in new 8-inch SPNT piping to route around existing tank scheduled to be demolished. Contractor claimed a cost of \$8,632.85. Cost negotiated to \$5,140.00.
- b. Reason for Change: The new pipe was needed in operation prior to the demolition of the existing tank.
- c. Supporting Documents: Contractor's Change Order Request No. 74.

Item 9.

- a. Description: Piping changes in the Thickener Building. Contractor claimed a cost of \$3,196.43. Cost negotiated to \$2,348.00.
- b. Reason for Change: Piping rearranged to accommodate larger pulsation dampeners associated with the sludge pumps.
- c. Supporting Documents: Contractor's Change Order Request No. 78A.

Item 10.

- a. Description: Addition of soffit to shed roof on south side of Administration Building. Cost of \$1995.03.
- b. Reason for Change: Improve appearance of the building.

- c. Supporting Documents: Contractor's Change Order Request No. 80A.

Item 11.

- a. Description: Install offsets in 4-inch and 6-inch piping. Contractor claimed a cost of \$6,450.56. Costs negotiated to \$3,225.00.
- b. Reason for Change: Resolve conflict between small piping and 24-inch storm water pipe.
- c. Supporting Documents: Contractor's Change Order Request No.84

Item 12.

- a. Description: Blower maintenance work. Cost of \$497.70
- b. Reason for Change: New blowers were operated to put the new aeration tanks in service. Initial maintenance became due, and the Contractor was asked to have the supplier perform the initial maintenance work.
- c. Supporting Documents: Contractor's Change Order Request No. 86.

Item 13.

- a. Description: Removal of existing fence on the south side of the site. Cost of \$1,078.88.
- b. Reason for Change: Fencing interfered with the excavation of the storm water lagoon require by the LCSMC permit.
- c. Supporting Documents: Contractor's Change Order Request No. 87.

Item 14.

- a. Description: Modify new fencing, eliminating one gate and reducing total length of fencing. Credit of \$4,751.00
- b. Reason for Change: Improve site by eliminating gate and fencing between the Public Works area and the Wastewater Treatment area.
- c. Supporting Documents: Contractor's Change Order Request No. 88.

Item 15.

- a. Description: Changes to the SCADA computers to accommodate using the standby generator during non-emergency periods to reduce electrical load. Cost of \$1,102.50.
- b. Reason for Change: Reduce plant electrical bills by taking advantage of a Commonwealth Edison load reduction program.

- c. Supporting Documents: Contractor's Change Order Request No. 92R.

Item 16.

- a. Description: Modifications to the 4-inch sludge piping in the basement of the Headworks Building. Cost of \$4,056.56
- b. Reason for Change: Provide additional operational flexibility.
- c. Supporting Documents: Contractor's Change Order Request No. 96.

Item 17.

- a. Description: Additional cleaning of Digester No. 3. Contractor claimed a cost of \$6286.23. Cost negotiated to \$3,143.00.
- b. Reason for Change: The tank had been cleaned and the Contractor had started installing new equipment. A storm event caused wastewater to be diverted to the tank, necessitating additional cleaning work.
- c. Supporting Documents: Contractor's Change Order Request No. 99.

Item 18.

- a. Description: Cap existing 4-inch air pipe. Contractor claimed a cost of \$1,314.69. Cost negotiated to \$657.00.
- b. Reason for Change: Allow portion of existing piping to be removed to allow demolition to proceed.
- c. Supporting Documents: Contractor's Change Order Request No. 100.

Item 19.

- a. Description: Addition of a valve to the belt press in the Dewatering Building. Cost of \$604.96.
- b. Reason for Change: Valve not included with the equipment.
- c. Supporting Documents: Contractor's Change Order Request No. 102.

Item 20.

- a. Description: Modify pipe supports in belt press area of the Dewatering Building. Contractor claimed a cost of \$1,283.21. Cost negotiated to \$641.50.
- b. Reason for Change: Accommodate changes to the concrete floor under the belt press.
- c. Supporting Documents: Contractor's Change Order Request No. 103.

Item 21.

- a. Description: Change in 6-inch air piping route to the digesters around a tank scheduled to be demolished. Contractor claimed a cost of \$17,366.01. Cost negotiated to \$7,680.00
- b. Reason for Change: The new pipe was needed in operation prior to the demolition of the existing tank.
- c. Supporting Documents: Contractor's Change Order Request No. 104.

Item 22.

- a. Description: Contractor was asked to install drains for building gutter downspouts on a time and material basis. Cost of \$2,490.55
- b. Reason for Change: Reduce potential ice problems at downspouts.
- c. Supporting Documents: Contractor's Change Order Request No. 105A.

Item 23.

- a. Description: Winter protection costs, including temporary heat, concrete additives, tarps, etc. Contractor claimed costs of \$44,396.50. Costs negotiated to \$22,198.25.
- b. Reason for Change: Startup issues delayed demolition of existing facilities which in turn delayed building construction activities into winter weather conditions.
- c. Supporting Documents: Contractor's Change Order Request No. 112.

Item 24.

- a. Description: Changes to the laboratory equipment. Credit of \$7,692.00
- b. Reason for Change: Laboratory equipment list reduced.
- c. Supporting Documents: Contractor's Change Order Request No. 116.

Item 25.

- a. Description: Maintenance work on HVAC equipment in the Screening Building. Cost of \$214.99.
- b. Reason for Change: Contractor asked to address Screening Building ventilation question.

- c. Supporting Documents: Contractor's Change Order Request No. 118

Item 26.

- a. Description: Service call for plant flow meters. Cost of \$831.60.
- b. Reason for Change: Service call not in contract.
- c. Supporting Documents: Contractor's Change Order Request No. 119.

Item 27.

- a. Description: Credit for unused storm water system maintenance allowance. Credit of \$4,764.61.
- b. Reason for Change: Less than anticipated maintenance costs for the storm water treatment system required by LCSMS permit.
- c. Supporting Documents: Contractor's Change Order Request No. 121.

Item 28.

- a. Description: Modify grating at the fine screen in the Headworks Building. Cost of \$186.28.
- b. Reason for Change: Eliminate interference between automatic screen access panel and grating.
- c. Supporting Documents: Contractor's Change Order Request No. 124.

Item 29.

- a. Description: Provide new weirs at the aeration tank influent gates. Cost of \$3,044.54.
- b. Reason for Change: Improve performance.
- c. Supporting Documents: Contractor's Change Order Request No. 125.

Item 30.

- a. Description: Reduced painting in the Thickener Building. Credit of \$640.00
- b. Reason for Change: Painting of lower level walls considered unnecessary.
- c. Supporting Documents: Contractor's Change Order Request No. 126.

Item 31.

- a. Description: Additional painting in the Administration Building. Cost of \$1,585.50.

b. Reason for Change: Improve appearance of the Administration Building interior.

c. Supporting Documents: Contractor's Change Order Request No. 127.

Item 32.

a. Description: Additional spoil removal from the site. Contractor claimed costs of \$44,756.30. Costs negotiated to \$22,378.15.

b. Reason for Change: Unable to re-locate excess spoil material on site.

c. Supporting Documents: Contractor's Change Order Request No. 129.

Item 33.

a. Description: Eliminate separate conduit system for fire alarm wiring in the Administration Building. Credit of \$2,000.00

b. Reason for Change: Separate conduit not required by code.

c. Supporting Documents: Contractor's Change Order Request No. 138.

Item 34.

a. Description: Credit for unused utility allowance. Credit of \$6,895.86.

b. Reason for Change: All allowances will be reviewed at the time of the final pay request. This credit will be a part of overall allowance reconciliation.

c. Supporting Documents: Contractor's Change Order Request No. 140.

Item 35.

a. Description: Credit for unused telephone allowance. Credit of \$2,215.67.

b. Reason for Change: All allowances will be reviewed at the time of the final pay request. Accept this credit will be a part of overall allowance reconciliation.

c. Supporting Documents: Contractor's Change Order Request No. 141.

Item 36.

a. Description: Replace pressure gages and valves on WAS Pump No. 1. Contractor claimed cost of \$1,497.30. Cost adjusted to \$1,426.00.

b. Reason for Change: Parts damaged by vibration.

c. Supporting Documents: Contractor's Change Order Request No. 144.

Item 37.

- a. Description: Remove unsuitable soils in roadway area and replace with stone. Cost of \$15,332.79.
- b. Reason for Change: Soils failed “proof roll” test.
- c. Supporting Documents: Contractor’s Change Order Request No. 154.



Village of Antioch – Environmental Commission

2011 Community Garden Agreement

Each gardener is part of a community of gardeners and needs to work with others in relative harmony in order to make a positive gardening experience for everyone.

General Contact Information:

Gardener Name(s): _____

Address: _____ Zip Code: _____

Contact Information: Phone _____ Cell _____

Email Address: _____

How did you hear about the garden?

Can we contact you to volunteer with gleaning or other garden improvement projects? Y N

Are you interested in a Garden Get-Together on an afternoon or evening to meet other gardeners and learn about various gardening topics? Y N

Growing and Giving:

Often times a problem that arises with community gardens is that produce goes to waste in the field during harvest time. We will be partnering with Open Arms Mission by collecting "extra" produce for donation to the food pantry which serves approximately 200 families per week.

Gardeners wishing to participate in the "Growing & Giving" gleaning effort will be notified in advance when to harvest what they need. Any produce left will be collected, washed, chilled, prepared and delivered to Open Arms Mission the next day.

Are you interested in sharing your harvest through the gleaning program? Y N

Are you interested in being part of the "gleaning team" to harvest the produce? Y N

Are you interested in helping to deliver produce to the pantry on Tuesday mornings? Y N

Garden Guidelines:

By accepting this community garden plot, you agree to the following rules for the garden:

1. Gardening courtesy and communication:

One of the main goals in community gardening is to work together or next to each other in relative harmony. Please be courteous in all interactions. Respect the peace of neighbors; no loud noise or music, foul language or disrespectful conduct, alcohol or drug use is permitted at the Community Garden. Smoking must be kept outside the garden area as tobacco can carry viruses which are harmful to vegetables.

Contact the Community Garden Coordinator at (847) 395-6963 or melonnieh@hotmail.com for guideline clarifications or plot delineation. Garden managers will check plots regularly to encourage productive use by participants.

2. Definition of a "working garden":

A garden plot must be maintained, planted or mulched, and stay within its boundaries. Plots must not be consistently weedy, untended or filled with debris. During the growing season, gardeners are expected to spend at least two hours per week (on average) tending the plot.

3. Gardening Hours:

Gardening hours are from 6:00 a.m. to 9:00 p.m. The use of power equipment is restricted to the hours of 8:00 a.m. to 8:00 p.m.

4. What is appropriate to grow:

Vegetables, herbs, flowers and small fruit plants for home consumption and donation are appropriate. No large structures, trees, or large collection of non-plant items are allowed. Crops must be legal and for personal use or donation.

5. Gardening Season:

Gardeners are responsible for keeping the plot gardened, cover-cropped or mulched. For most gardeners, the growing season will be from April or May until August or September. Some gardeners, however, will put in early spring crops as early as February, and others may have crops growing late in the fall.

No matter what crops you decide to plant, you are responsible for basic plot maintenance. Weedy plots are subject to warning and loss of garden privileges. Perennial crops and some annual hardy winter crops may be over-wintered, but should be maintained.

6. Water Availability:

Water in the gardens is turned on by April 1 and shut-off by October 31.

7. Spring Preparation & Planting:

By **May 15** your garden should be in the "getting started" stage. This deadline exists to motivate our gardeners to show that they are going to use the garden plot, and not waste it. Some garden plots are reserved with the best of intentions, but end up not being planted. If you haven't started preparations by this date, there is probably someone who would be willing to take over your plot. The minimum requirements of "getting started" include:

- Weeding and planting; edging weeds along borders
- Working the soil in preparation for planting
- Harvesting of crops, if appropriate
- Pathway clean-up

8. Summer Planting and Growing:

PLANTING: By **June 1**, there should be substantial progress towards a productive garden, which includes:

- At least half of the plot(s) worked and planted
- Removal of remaining weeds
- Establishing and caring for plants
- Continued pathway maintenance

By **June 15**, there should be gardening activity, and weeding throughout the entire plot. If these deadlines are not met, your plot will be offered to the next person(s) on the waiting list and your registration fee will be forfeited.

9. *Fall Harvest and Clean-up:*

Annual crops should be harvested and the plants cleaned up and composted. Garden plots should be cover-cropped, and/or mulched around perennial plants by October 31.

10. *No Garbage Service:*

There is no garbage service at the Community Garden. Please keep trash and litter cleared from your plot and take it home for disposal.

11. *Garden Debris:*

Garden debris roll-carts will possibly be available for your use from mid-spring until harvest time in the fall. **Please use these carts ONLY for garden/yard-debris waste (no garbage or plastic) and ONLY for materials from the Community gardens – not from your home.**

12. *Dogs in Gardens:*

Dogs should be leashed and not allowed to run through the garden or go into other garden plots. Please be mindful that your pet is not crushing other gardener's plants or urinating on their produce.

13. *Plot Registration Required Annually:*

Plots are **not** transferable without the permission of the Environmental Commission Community Garden Committee. Gardeners are responsible for keeping addresses and phone numbers current with the coordinator. If, for any reason, you need to relinquish your space, Melonnie at (847) 395-6963 or email melonnieh@hotmail.com.

14. *No refunds:*

The garden registration fee you pay only partially covers the costs of operating the Community Garden Program. If you give up your garden plot after you have registered or if you fail to maintain your plot and it is transferred to another gardener, your plot fee **will not** be refunded.

15. *Pathways:*

The Village does not mow or provide regular upkeep to the pathways or other common areas at the Community Garden. Rather, each gardener is responsible for keeping the surrounding pathways weeded and well tended. Your garden space may stop at the edge of your plot—but **your responsibility includes the pathways surrounding your garden.**

Everything you plant must remain within the perimeters of the designated plots, allowing adequate space for growth and keeping pathways clear. Allow for access within your own plot.

16. *Vegetable Theft:*

Any gardener reported for taking vegetables, flowers or supplies from another's plot may have their garden privileges revoked. Gardeners are encouraged to harvest your crop regularly to reduce the temptation of theft by others.

17. *Natural Gardening Encouraged:*

Use of herbicides and/or weed killers is prohibited. Use of chemicals or propellants banned by the federal, state, or local government, shall be grounds for forfeiture of the privilege to use the Community Garden. Gardeners are encouraged to use natural gardening techniques. Free brochures will be available with suggestions for natural gardening techniques.

18. *Children in the Garden:*

Children are encouraged to garden with their parents, but they must stay on the paths of their assigned garden without going through the plots of other gardeners.

19. Rodents, Other Animals and Fences:

Because rodents and other wild animals may be prevalent in the undeveloped area surrounding the various garden sites, it will be the responsibility of the individual gardener to control these pests within their own garden space. **Non-permanent fencing is allowed, but may not cross garden pathways.**

20. Composting:

On-site composting is encouraged, but must be limited to compostable materials **produced at the community garden site** or your personal residence.

21. Newspaper Mulching:

Newspaper is not allowed as a mulching agent/weed barrier. Although this may be an acceptable practice in home-gardens, the Environmental Commission does not want complaints from other gardeners and from area residents, about newspapers blowing around the area because they were not adequately covered up and maintained.

Garden Agreement:

By signing this agreement, I agree to abide by the Community Garden rules. I also assume all risks associated with gardening, including but not limited to falls, cuts, scrapes, insect bites, exposure to sun and weather, with all such risks being known and appreciated by me. Having read this waiver and knowing these facts, I release the Village of Antioch, the Environmental Commission, the Community Garden Committee and their representatives from all claims and liabilities of any kind arising out of my participation in the Antioch Community Garden.

Gardener signature: _____ Date: _____

Gardener printed name: _____

Gardener signature: _____ Date: _____

Gardener printed name: _____

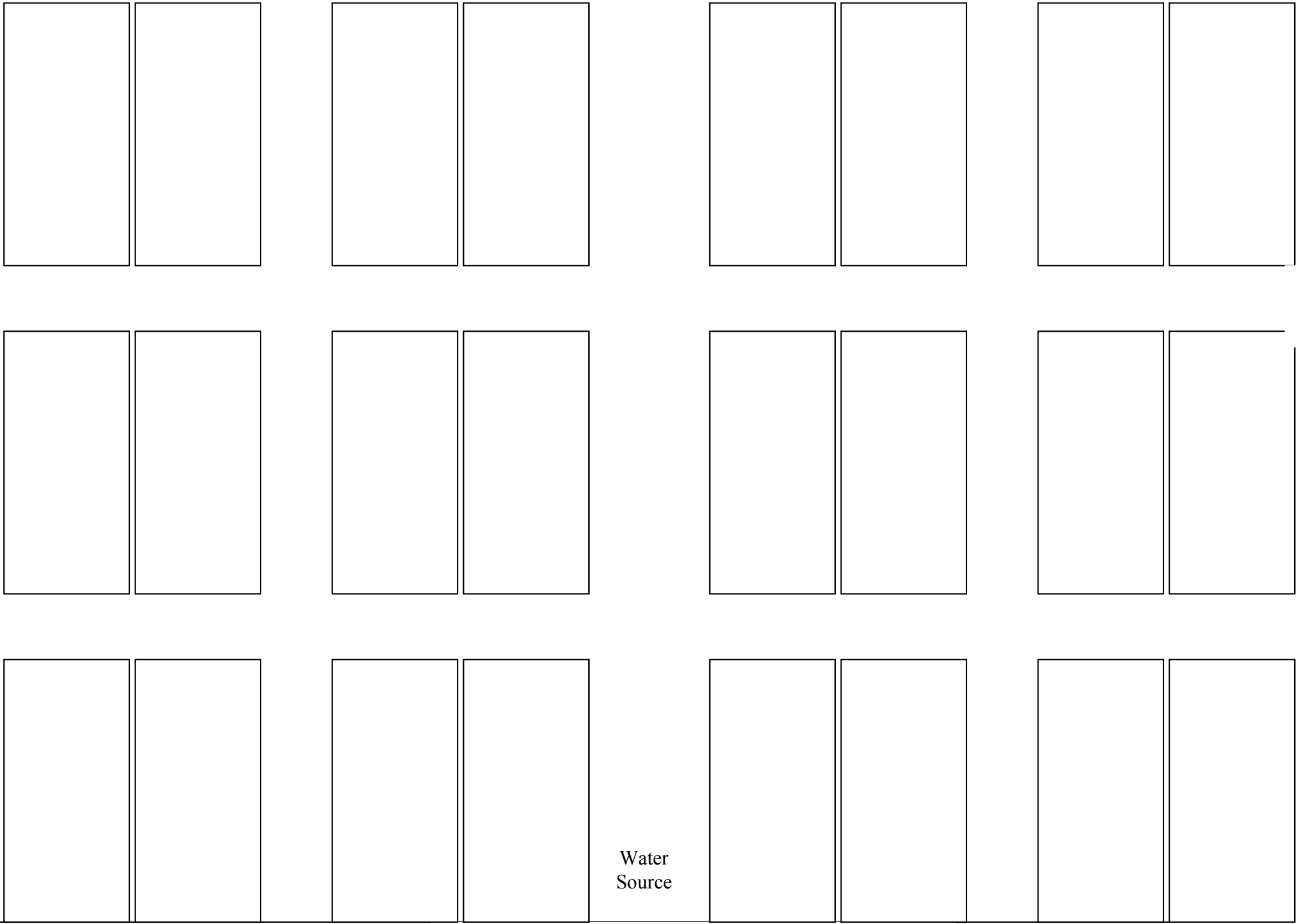
Please return this original document, signed and dated, with your payment by June 1, 2011 either by mail or in person. Please keep a copy for your records. Thank You!

By mail: Melonnie Hartl, Community Garden Coordinator, 23882 Lake Vista Ave., Antioch, IL 60002

In person: Community Garden, Environmental Commission, Village of Antioch, 874 Main Street, Antioch, IL 60002

Life is a Garden -- Dig It!

EC Com Garden Use Only: Date received: _____ Amount Paid: _____ Plot # _____



Water
Source

E x i s t i n g F e n c e

N

Compost
Area

Shade
Shelter

April 11, 2011

Menards Corporation,

The Environmental Commission of the Village of Antioch is embarking on a new project that will benefit the entire community. The Antioch Community Garden is in its beginning stages. Garden plots will be available to community members this spring/summer to plant and care for with the understanding that a portion of the harvest will be donated to Open Arms Mission - our local food pantry.

We have been informed that Menards has been very supportive of community efforts by donating materials. We would like to ask for your help with our new project. We are looking for the following donated materials:

shovels	rakes	trowels
seeds	fertilizer	compost/manure
wheel barrel or garden cart	rototiller	garden gloves
fencing	post hole digger	hose reel cart
nozzles	watering wand	hoses

Any of the above materials would ensure the success of our project and would be greatly appreciated. Recognition of your donation would be posted on a sign at the garden site as well as published in our village newsletter.

Thank you in advance for the consideration of our project. Please contact me at 847-395-6963 or by email at melonnieh@hotmail.com if further information is needed.

Sincerely,

Melonnie Hartl
Community Garden Coordinator