



**VILLAGE OF WAUCONDA
REGULAR VILLAGE BOARD MEETING
101 N. MAIN STREET, WAUCONDA, IL**

**TUESDAY, JANUARY 19, 2016
7:00 P.M.**

AGENDA

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. RECOGNITION**
 - A. Winner of "Letters to Santa" Contest**
- 5. PUBLIC COMMENT:** *Citizens wishing to address the Village Board on any topic of Village business may do so during the public comment section near the beginning of the agenda after requesting to speak by providing name, address, and contact information on the sign-in form near the entrance to the Board room. Citizens wishing to address the public body on any specific item that appears under new business on the agenda will have an opportunity to do so when that agenda item is under consideration if they have requested to address the Board on the topic by completing the sign-in form located near the entrance to the Board Room prior to the start of the meeting. Please keep remarks concise. Individual speakers will be limited to three minutes. All audience participation must be recognized by the Mayor including questions to other Board members, staff or petitioners. When there is a controversial issue or large group present, the Mayor may limit the total amount of time allocated to those who want to speak and all who speak are asked to comply with the established time limit.*
- 6. APPROVAL OF AGENDA**
(Last Ordinance No. was 2016-O-04) (Last Resolution No. was 2015-R-17)
- 7. MOTION TO APPROVE CONSIDERATION OF CONSENT AGENDA BY OMNIBUS VOTE**
- 8. CONSENT AGENDA**
 - A. Bills for Payment from December 30, 2015 through January 12, 2016 in the Amount of \$112,690.54** (Pgs. 3-43)
 - B. Approval of Minutes of the January 5, 2016 Regular Village Board Meeting** (Pgs. 44-48)
 - C. Approval of an Ordinance Authorizing the Disposal of Surplus Property** (Pgs. 49-50)
- 9. MOTION TO APPROVE ITEMS A THROUGH C ON THE CONSENT AGENDA**
- 10. OLD BUSINESS**
 - A. Consideration and Approval of a Community Development Block Grant (CDBG) Agreement with Lake County to Assist in Funding the Slocum Lake Road and Willow Road Streambank Stabilization Projects** (Pgs. 51-88)
 - B. Consideration and Approval of an Ordinance and Intergovernmental Agreement Between the Village of Wauconda and the Village of Port Barrington Relative to a Shared Administrative Adjudication System/Code Hearing Department and Ordinance Enforcement Services** (Pgs. 89-100)

- C. Consideration and Approval of an Ordinance Granting a Conditional Use Permit for the Purpose of Operating a Recycle Facility, with Conditions, at 441 Bonner Road with Conditions (Pgs. 101-113)
- D. Update on Intergovernmental Agreement with Lake Zurich for the Provision of Consolidated Dispatch Services (Pgs. 114-125)

11. NEW BUSINESS

- A. (Action) Committee Recommendation on the Approval of an Ordinance Amending Chapter 92 of the Village Code with Regards to Regulating Fish Size Limitation (Pgs. 126-128)
- B. (Action) Consideration and Approval of a Proposal for Engineering Services for the Slocum Lake and Willow Roads Streambank Stabilization Project Covering Bidding and Construction Services for an Amount not-to-exceed \$15,345 (Pgs. 129-132)
- C. (Action) Consideration and Approval of an Intergovernmental Agreement with the Illinois Department of Transportation for Routine Maintenance of State Routes 59 and 176 (Pgs. 133-142)
- D. (Discussion) Special Event Permit for the Shamrock the Block Party Requiring the Closure of Murphy Street on March 17-21, 2016 (Pgs. 143-145)

12. MAYOR'S REPORT

13. COMMITTEE REPORTS & TRUSTEE COMMENTS

14. EXECUTIVE SESSION

- A. (5 ILCS 120, 2 C 2) Collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees.

15. ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION UPON RETURNING TO OPEN SESSION

16. ADJOURNMENT

Posted 1/15/2016

The Mayor and Board of Trustees welcome you to the "Regular Village Board Meeting". These meetings take place the first and third Tuesday of every month. During Regular Board meetings, a consent agenda is presented to the Board for a vote. All items under the consent agenda are considered to be settled and will be enacted by one motion. There will be no additional discussion of these items unless there is a request by a Board member.

The documents provided with the Board Meeting agenda are for informational purposes only. Until or unless the Village Board votes on a matter contained on the agenda, the matter is not final.



Accounts Payable Period: 12/30/15 - 1/12/16

The President and Board of Trustees of the Village of Wauconda approves Warrant, as stated below and authorizes the Village Treasurer to forward payment this 19th day of January, 2016.

President

ATTEST:

Clerk

RECAPITULATION

Manual Checks and ACH Payments

<u>Vendor</u>	<u>Fund</u>	<u>Description</u>	<u>Amount</u>	<u>CK NO.</u>
Libertyville Bank & Trust		PD Cars 2013 (5)	-	ACH
	General Fund			
	G/F Restricted		3,090.51	
	W/S Fund			
	W/S Restricted			
	General Fund			
	General Fund			
	W/S Fund			
	General Fund			
	Tort Fund			
	General Fund			

Total Combined Fund

\$ 3,090.51

Village Accounts Payable

General Fund	\$54,197.04	General Fund Restricted	
Water Sewer Fund	\$43,848.38	Capitol Fund	
TIF		EQ Fund	\$310.00
Lake Michigan Water	\$9,725.03	Tort Fund	
Audit Fund		Marine Fund	\$511.75
Motor Fuel Fund	\$1,007.83		

Total Automated AP

\$109,600.03

TOTAL ACCOUNTS PAYABLE

\$112,690.54

Gross Payroll 1/8/16 \$244,566.50

Accounts Payable

Check Detail

User: ctinerella
Printed: 01/14/2016 - 10:57AM



Check Number	Check Date	Amount
ACEHARD - Ace Hardware		
84636	01/19/2016	
Inv 072352/8		30.47
Inv 072391/8		24.26
Inv 072397/8		22.64
Inv 072399/8		3.74
Inv 072400/8		23.38
Inv 072468/8		5.36
Inv 072470/8		13.37
Inv 072494/8		28.77
Inv 072499/8		62.97
Inv 072520/8		33.98
Inv 072525/8		21.70
Inv 072536/8		8.08
Inv 072537/8		7.96
Inv 072538/8		16.82
Inv 072539/8		31.30
Inv 072556/8		12.13
Inv 072573/8		4.48
Inv 072580/8		22.43
Inv 072582/8		15.26
84636 Total:		389.10
ACEHARD - Ace Hardware Total:		
		389.10
ACKTEMPM - Ack Temp, Mechanical Services Inc.		
84637	01/19/2016	
Inv 12282		597.66
Inv 12522		250.50
84637 Total:		848.16
ACKTEMPM - Ack Temp, Mechanical Services Inc. Total:		
		848.16
ADAMRA - Adams, R.A. Enterprises, Inc		
84638	01/19/2016	
Inv 722109		637.46
84638 Total:		637.46
ADAMRA - Adams, R.A. Enterprises, Inc Total:		
		637.46

Check Number	Check Date	Amount
AMERLEGA - American Legal Publishing Corp.		
84639	01/19/2016	
Inv 0108443		142.38
Inv 0108464		13.65
84639 Total:		156.03
AMERLEGA - American Legal Publishing Corp. Total:		
		156.03
ATOZENC0 - A To Z Engraving Co. Inc.		
84635	01/19/2016	
Inv 134104		46.00
84635 Total:		46.00
ATOZENC0 - A To Z Engraving Co. Inc. Total:		
		46.00
BANKOFNY - The Bank of New York Mellon		
84704	01/19/2016	
Inv 252-1916153		750.00
84704 Total:		750.00
BANKOFNY - The Bank of New York Mellon Total:		
		750.00
BATTPLUS - Batteries Plus		
84640	01/19/2016	
Inv 296-308263		31.99
84640 Total:		31.99
BATTPLUS - Batteries Plus Total:		
		31.99
BCPRINT - BC Printing & Graphics		
84641	01/19/2016	
Inv 6653		351.00
84641 Total:		351.00
BCPRINT - BC Printing & Graphics Total:		
		351.00
BURRISEQ - Burris Equipment Company		
84642	01/19/2016	
Inv PL93271		142.47
84642 Total:		142.47
BURRISEQ - Burris Equipment Company Total:		
		142.47
BUSINESS - Business Radio Licensing		

Check Number	Check Date	Amount
84643	01/19/2016	
Inv Per Voucher		120.00
84643 Total:		120.00
BUSINESS - Business Radio Licensing Total:		120.00
CARDMEMB - Cardmember Service		
84644	01/19/2016	
Inv 11/26/15-12/28		3,344.13
84644 Total:		3,344.13
CARDMEMB - Cardmember Service Total:		3,344.13
CENTERFO - The Center for Governmental Studies - NIU		
84705	01/19/2016	
Inv Per Regis.		25.00
84705 Total:		25.00
CENTERFO - The Center for Governmental Studies - NIU Total:		25.00
City Ele - City Electric Supply (C.E.S.)		
84645	01/19/2016	
Inv NTB/021989		488.93
Inv NTB/022037		136.00
Inv NTB/022057		322.00
Inv NTB/022058		18.38
Inv NTB/022109		183.96
84645 Total:		1,149.27
City Ele - City Electric Supply (C.E.S.) Total:		1,149.27
CMRBENEF - CMR Benefits Group, Inc.		
84646	01/19/2016	
Inv 156		2,850.00
84646 Total:		2,850.00
CMRBENEF - CMR Benefits Group, Inc. Total:		2,850.00
COMCAST1 - Comcast Cable		
84647	01/19/2016	
Inv 12/24/15-1/23		190.97
84647 Total:		190.97
COMCAST1 - Comcast Cable Total:		190.97

Check Number	Check Date	Amount
COMCASTC - Comcast Cable		
84648	01/19/2016	
Inv 12/24/15 - 1/21		49.79
84648 Total:		49.79
COMCASTC - Comcast Cable Total:		
		49.79
COMED3 - ComEd		
84649	01/19/2016	
Inv 10/22/15-11/20		369.34
Inv 11/25/15-12/30		448.62
84649 Total:		817.96
COMED3 - ComEd Total:		
		817.96
COMEDPO - ComEd		
84650	01/19/2016	
Inv 11/18/15-12/22		144.70
Inv 11/19/15-12/22		447.20
Inv 11/19/15-12/23		236.37
Inv 11/20/15-12/23		79.38
Inv 11/30/15-12/30		67.06
Inv 11/30/15-12/31		63.07
84650 Total:		1,037.78
COMEDPO - ComEd Total:		
		1,037.78
CONSF SIN - Conserv FS, Inc		
84651	01/19/2016	
Inv 102000898		1,692.59
Inv 65004281		20.00
84651 Total:		1,712.59
CONSF SIN - Conserv FS, Inc Total:		
		1,712.59
COSTWHME - Costco Wholesale Membership		
84652	01/19/2016	
Inv 000111838960193		165.00
84652 Total:		165.00
COSTWHME - Costco Wholesale Membership Total:		
		165.00
DOWEANFA - Don's Welding And Fabricating		
84653	01/19/2016	
Inv 26508		20.00

Check Number	Check Date	Amount
84653 Total:		20.00
DOWEANFA - Don's Welding And Fabricating Total:		20.00
DYNEGY - Dynegy Energy Services		
84654	01/19/2016	
Inv 146557715121		23,891.67
84654 Total:		23,891.67
DYNEGY - Dynegy Energy Services Total:		23,891.67
EDERCASE - Eder, Casella and Company		
84655	01/19/2016	
Inv 14813		2,218.75
84655 Total:		2,218.75
EDERCASE - Eder, Casella and Company Total:		2,218.75
EMPDIFFC - Employee Benefit Solutions, Inc., Difference Card		
84656	01/19/2016	
Inv 26154		659.95
84656 Total:		659.95
EMPDIFFC - Employee Benefit Solutions, Inc., Difference Card Total:		659.95
EVERB - EverBank Commercial Finance, Inc.		
84657	01/19/2016	
Inv 3509226		1,016.74
84657 Total:		1,016.74
EVERB - EverBank Commercial Finance, Inc. Total:		1,016.74
GALLS, L - GALLS, LLC		
84658	01/19/2016	
Inv 004621911		202.85
Inv 004643369		100.89
Inv 004649893		122.92
Inv 004674645		87.82
84658 Total:		514.48
GALLS, L - GALLS, LLC Total:		514.48
GORDOFLE - Gordon Fleisch Co., Inc.		
84660	01/19/2016	

Check Number	Check Date	Amount
Inv 100272530		963.52
84660 Total:		963.52
GORDOFLE - Gordon Fleisch Co., Inc. Total:		963.52
GOVTEMPS - Gov Temps USA LLC		
84661	01/19/2016	
Inv 186942		1,785.00
84661 Total:		1,785.00
GOVTEMPS - Gov Temps USA LLC Total:		1,785.00
GREAT - Greatland Corporation		
84663	01/19/2016	
Inv 4958578		158.82
84663 Total:		158.82
GREAT - Greatland Corporation Total:		158.82
HISPWACO - Hinckley Spring Water Co.		
84664	01/19/2016	
Inv 2601844 122415		68.21
84664 Total:		68.21
HISPWACO - Hinckley Spring Water Co. Total:		68.21
HYDRCHCO - Hydrite Chemical Company		
84666	01/19/2016	
Inv 01867859		3,443.78
84666 Total:		3,443.78
HYDRCHCO - Hydrite Chemical Company Total:		3,443.78
HYSERE - Hydraulic Services & Repairs, Inc		
84665	01/19/2016	
Inv 302856		745.21
Inv 302857		766.59
Inv 302858		977.58
84665 Total:		2,489.38
HYSERE - Hydraulic Services & Repairs, Inc Total:		2,489.38
IAFCI - IAFCI		
84667	01/19/2016	

Check Number	Check Date	Amount
Inv 2016 Dues		10.00
84667 Total:		10.00
IAFCI - IAFCI Total:		10.00
ILLIGOFI - Illinois Government Finance, IGFOA		
84668	01/19/2016	
Inv 2016 Dues		200.00
84668 Total:		200.00
ILLIGOFI - Illinois Government Finance, IGFOA Total:		200.00
Illinois - Illinois Lake Management Association		
84669	01/19/2016	
Inv Per Voucher		310.00
84669 Total:		310.00
Illinois - Illinois Lake Management Association Total:		310.00
ILLISEAW - Illinois Section AWWA		
84670	01/19/2016	
Inv 200020548		64.00
84670 Total:		64.00
ILLISEAW - Illinois Section AWWA Total:		64.00
IMPACTNE - Impact Networking, LLC		
84671	01/19/2016	
Inv 596110		619.33
Inv 599938		62.00
84671 Total:		681.33
IMPACTNE - Impact Networking, LLC Total:		681.33
INTBATTE - Interstate Battery Systems of Fox River Valley		
84672	01/19/2016	
Inv 869103		95.95
84672 Total:		95.95
INTBATTE - Interstate Battery Systems of Fox River Valley Total:		95.95
JOHNS - John's Complete Auto Service Inc.		
84673	01/19/2016	
Inv 122189		398.71

Check Number	Check Date	Amount
Inv 122215		25.50
84673 Total:		424.21
JOHNS - John's Complete Auto Service Inc. Total:		424.21
KDPLUMBI - KD Plumbing, Inc		
84674	01/19/2016	
Inv 010008-16		90.00
Inv 012030-15		90.00
84674 Total:		180.00
KDPLUMBI - KD Plumbing, Inc Total:		180.00
KOLARKRI - Kolar, Kristan		
84675	01/19/2016	
Inv Per Voucher		500.28
84675 Total:		500.28
KOLARKRI - Kolar, Kristan Total:		500.28
KONICMIN - Konica Minolta Premier Finance		
84676	01/19/2016	
Inv 295477236		270.88
84676 Total:		270.88
KONICMIN - Konica Minolta Premier Finance Total:		270.88
LCOCOFPO - Lake County Chiefs Of Police Association		
84677	01/19/2016	
Inv 2016 Dues		100.00
84677 Total:		100.00
LCOCOFPO - Lake County Chiefs Of Police Association Total:		100.00
LECHNAND - Lechner and Sons Uniform Rental		
84679	01/19/2016	
Inv 2114052		52.75
84679 Total:		52.75
LECHNAND - Lechner and Sons Uniform Rental Total:		52.75
LEEAUTOW - Lee Auto Wauconda, Bumper to Bumper		
84680	01/19/2016	
Inv 04480203613		16.88

Check Number	Check Date	Amount
84680 Total:		16.88
LEEAUTOW - Lee Auto Wauconda, Bumper to Bumper Total:		16.88
LEXISNEX - LexisNexis Risk & Information		
84681	01/19/2016	
Inv 1404210-2015123		50.00
84681 Total:		50.00
LEXISNEX - LexisNexis Risk & Information Total:		50.00
LKCOUTTR - Lake County Treasurer		
84678	01/19/2016	
Inv 430018742		578.16
84678 Total:		578.16
LKCOUTTR - Lake County Treasurer Total:		578.16
MAMWOFWA - Mid American Water Of Wauconda		
84686	01/19/2016	
Inv 171211W		26.00
Inv 171296W		45.10
Inv 171427W		40.00
84686 Total:		111.10
MAMWOFWA - Mid American Water Of Wauconda Total:		111.10
MCHEANWA - McHenry Analytical Water		
84683	01/19/2016	
Inv 389484		60.00
84683 Total:		60.00
MCHEANWA - McHenry Analytical Water Total:		60.00
MENALAKE - Menards-Fox Lake		
84684	01/19/2016	
Inv 17633		107.51
Inv 18048		19.47
Inv 18162		133.54
Inv 19193		62.57
84684 Total:		323.09
MENALAKE - Menards-Fox Lake Total:		323.09

Check Number	Check Date	Amount
MIKETOIN - Mike's Towing, Inc.		
84688	01/19/2016	
Inv 1055899		5,761.40
84688 Total:		5,761.40
MIKETOIN - Mike's Towing, Inc. Total:		
		5,761.40
MIORCRIN - Mid-States Organized Crime Info-		
84687	01/19/2016	
Inv 13078-23296		200.00
84687 Total:		200.00
MIORCRIN - Mid-States Organized Crime Info- Total:		
		200.00
MLOKE - MGN Lock - Key & Safes, Inc.		
84685	01/19/2016	
Inv 55153		10.65
84685 Total:		10.65
MLOKE - MGN Lock - Key & Safes, Inc. Total:		
		10.65
MOBILLUB - Mobile Lube Express, Inc.		
84689	01/19/2016	
Inv 10921		253.00
Inv 10922		896.64
Inv 10923		229.79
Inv 10924		164.95
84689 Total:		1,544.38
MOBILLUB - Mobile Lube Express, Inc. Total:		
		1,544.38
MRUFLAOF - Magna, Rudolph F. Law Office Of		
84682	01/19/2016	
Inv 25338		55.00
Inv 25340		1,197.00
Inv 25341		2,194.50
Inv 25356		2,365.00
84682 Total:		5,811.50
84715	01/19/2016	
Inv 25354		1,595.00
84715 Total:		1,595.00
MRUFLAOF - Magna, Rudolph F. Law Office Of Total:		
		7,406.50

Check Number	Check Date	Amount
NICOR3 - Nicor		
84690	01/19/2016	
Inv 12/2/15 - 1/4		305.20
Inv 12/2/15-1/4/16		131.88
84690 Total:		437.08
NICOR3 - Nicor Total:		
		437.08
NorthSho - North Shore Water Reclamation District		
84691	01/19/2016	
Inv MISC00000104236		700.00
84691 Total:		700.00
NorthSho - North Shore Water Reclamation District Total:		
		700.00
OFFIDEPO - Office Depot		
84693	01/19/2016	
Inv 810973182002		56.44
Inv 812771580001		54.74
Inv 814705049001		103.12
Inv 814705156001		29.99
84693 Total:		244.29
OFFIDEPO - Office Depot Total:		
		244.29
PARTNTEK - Partner Tek, Inc.		
84694	01/19/2016	
Inv 6216		299.00
Inv 6218		399.00
Inv 6246		5,325.00
84694 Total:		6,023.00
PARTNTEK - Partner Tek, Inc. Total:		
		6,023.00
PELRA - NPELRA		
84692	01/19/2016	
Inv Maxeiner34796		205.00
84692 Total:		205.00
PELRA - NPELRA Total:		
		205.00
PPFCO - Pettibone, P. F. & Company		
84695	01/19/2016	
Inv 34712		17.00
84695 Total:		17.00

Check Number	Check Date	Amount
PPFCO - Pettibone, P. F. & Company Total:		17.00
RHMGENGI - RHMG Engineers, Inc		
84696	01/19/2016	
Inv 00006		1,583.33
Inv 00009		1,074.06
84696 Total:		2,657.39
84716		
	01/19/2016	
Inv 12		7,030.42
Inv 17		526.35
Inv 30		573.26
84716 Total:		8,130.03
RHMGENGI - RHMG Engineers, Inc Total:		10,787.42
RUSSOPOW - Russo Power Equipment		
84697	01/19/2016	
Inv 2846046		32.81
84697 Total:		32.81
RUSSOPOW - Russo Power Equipment Total:		32.81
SAFEDAY - Safeday, Inc.		
84698	01/19/2016	
Inv 13163		2,754.45
Inv 13164		252.00
Inv 13165		1,727.00
Inv 13166		285.00
Inv 13167		285.00
84698 Total:		5,303.45
SAFEDAY - Safeday, Inc. Total:		5,303.45
SALOPAIN - Spring Align Of Palatine, Inc.		
84699	01/19/2016	
Inv 102480		1,801.77
84699 Total:		1,801.77
SALOPAIN - Spring Align Of Palatine, Inc. Total:		1,801.77
STANAS - Standard & Assoc.,inc		
84700	01/19/2016	
Inv SA000030247		1,000.00

Check Number	Check Date	Amount
84700 Total:		1,000.00
STANAS - Standard & Assoc.,inc Total:		1,000.00
STANINSU - Standard Insurance Company		
84701	01/19/2016	
Inv Jan. 2016		1,070.97
84701 Total:		1,070.97
STANINSU - Standard Insurance Company Total:		1,070.97
STRANCRI - Stranc, Rich		
84702	01/19/2016	
Inv E-2015-149		50.00
Inv E-2015-150		50.00
Inv E-2016-001		100.00
Inv E-2016-002		100.00
84702 Total:		300.00
STRANCRI - Stranc, Rich Total:		300.00
SUBULAIN - Suburban Laboratories, Inc.		
84703	01/19/2016	
Inv 130224		200.00
Inv 130282		93.00
Inv 130349		93.00
84703 Total:		386.00
SUBULAIN - Suburban Laboratories, Inc. Total:		386.00
TODAYUNI - Today's Uniforms		
84706	01/19/2016	
Inv 121102		209.80
Inv 121185		235.80
Inv 121241		485.55
Inv 121264		23.95
Inv 121268		6.95
Inv 121291		119.90
84706 Total:		1,081.95
TODAYUNI - Today's Uniforms Total:		1,081.95
TRANSUNI - TransUnion Risk and Alternative		
84707	01/19/2016	
Inv 849851		23.50

Check Number	Check Date	Amount
84707 Total:		23.50
TRANSUNI - TransUnion Risk and Alternative Total:		23.50
UB*00098 - GRAY, MICHAEL & PEGGY		
84662	01/19/2016	
Inv		32.24
84662 Total:		32.24
UB*00098 - GRAY, MICHAEL & PEGGY Total:		32.24
UB*00099 - GELTNER, JERRY		
84659	01/19/2016	
Inv		73.75
84659 Total:		73.75
UB*00099 - GELTNER, JERRY Total:		73.75
USABLEO - USA Blue Book		
84709	01/19/2016	
Inv 827625		586.48
Inv 828665		123.30
Inv 829743		55.00
Inv 833802		210.95
Inv 833868		167.85
84709 Total:		1,143.58
USABLEO - USA Blue Book Total:		1,143.58
USBANCOR - U.S. Bank Equipment Finance, Inc		
84708	01/19/2016	
Inv 294896964		295.81
Inv 294923693		317.26
84708 Total:		613.07
USBANCOR - U.S. Bank Equipment Finance, Inc Total:		613.07
VICTFORD - Victor Ford		
84710	01/19/2016	
Inv 116070		99.99
Inv 316050		895.69
Inv 316126		4,985.13
Inv 316456		125.00
84710 Total:		6,105.81

Check Number	Check Date	Amount
VICTFORD - Victor Ford Total:		6,105.81
WACHOFCO - Wauconda Chamber Of Commerce		
84711	01/19/2016	
Inv 11432		329.00
84711 Total:		329.00
WACHOFCO - Wauconda Chamber Of Commerce Total:		
WAPAGL - Wauconda Paint & Glass		
84712	01/19/2016	
Inv 028486		130.79
84712 Total:		130.79
WAPAGL - Wauconda Paint & Glass Total:		
WESTSIDE - West Side Tractor Sales Company		
84713	01/19/2016	
Inv L75647		451.42
Inv W41580		215.58
Inv W41608		24.29
84713 Total:		691.29
WESTSIDE - West Side Tractor Sales Company Total:		
WICKEN - Wich, Kenneth		
84714	01/19/2016	
Inv Per Voucher		69.70
84714 Total:		69.70
WICKEN - Wich, Kenneth Total:		
Total:		109,600.03

Accounts Payable

Transactions by Account

User: ctinerella
 Printed: 01/14/2016 - 10:59AM
 Batch: 000000.00.0000



Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
10-10-4310	Difference Card Employee Benefit St	Employee Insurance - Dental	01/19/2016	84656	78.80	
		Vendor Subtotal for Dept:10			78.80	
10-10-4310	Standard Insurance Company	Employee Insurance	01/19/2016	84701	61.20	
		Vendor Subtotal for Dept:10			61.20	
10-10-4510	Cardmember Service	Credit Card Charges - P.W.	01/19/2016	84644	199.00	
10-10-4510	Cardmember Service	Credit Card Charges - P.W.	01/19/2016	84644	99.00	
10-10-4510	Cardmember Service	Credit Card Charges - P.W.	01/19/2016	84644	285.00	
10-10-4510	Cardmember Service	Credit Card Charges - P.W.	01/19/2016	84644	199.00	
10-10-4510	Cardmember Service	Credit Card Charges - P.W.	01/19/2016	84644	36.90	
		Vendor Subtotal for Dept:10			818.90	
10-10-4510	The Center for Governmental Studie	Training - Admin.	01/19/2016	84705	25.00	
		Vendor Subtotal for Dept:10			25.00	
10-10-4520	Cardmember Service	Credit Card Charges - P.W.	01/19/2016	84644	190.00	
		Vendor Subtotal for Dept:10			190.00	
10-10-4520	NPELRA	Membership Dues - Admin.	01/19/2016	84692	205.00	
		Vendor Subtotal for Dept:10			205.00	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
10-10-4520	Wauconda Chamber Of Commerce	Membership Dues - Admin.	01/19/2016	84711	329.00	
		Vendor Subtotal for Dept:10			329.00	
10-10-4521	IGFOA Illinois Government Finance	Membership Dues - Finance	01/19/2016	84668	200.00	
		Vendor Subtotal for Dept:10			200.00	
10-10-4530	American Legal Publishing Corp.	Printing - Dec. 2015 S-13 Folio/Intern.	01/19/2016	84639	13.65	
10-10-4530	American Legal Publishing Corp.	Publications - Dec. 2015 Editing	01/19/2016	84639	142.38	
		Vendor Subtotal for Dept:10			156.03	
10-10-4540	Cardmember Service	Credit Card Charges - P.W.	01/19/2016	84644	38.02	
		Vendor Subtotal for Dept:10			38.02	
10-10-5110	Magna, Rudolph F. Law Office Of	Legal Services - Corporate Matters	01/19/2016	84682	2,365.00	
		Vendor Subtotal for Dept:10			2,365.00	
10-10-5131	Cardmember Service	Credit Card Charges - P.W.	01/19/2016	84644	53.13	
		Vendor Subtotal for Dept:10			53.13	
10-10-5131	Partner Tek, Inc.	Computer Services - IT - Block Purch	01/19/2016	84694	832.00	
		Vendor Subtotal for Dept:10			832.00	
10-10-5190	CMR Benefits Group, Inc.	HR Services - Dec. 2015	01/19/2016	84646	178.12	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal for Dept:10			178.12	
10-10-5190	Eder, Casella and Company	Professional Fees - P.R. Outsource	01/19/2016	84655	138.68	
		Vendor Subtotal for Dept:10			138.68	
10-10-5190	Gov Temps USA LLC	Professional Fees - Admin.	01/19/2016	84661	1,785.00	
		Vendor Subtotal for Dept:10			1,785.00	
10-10-5190	Greatland Corporation	Professional Services - W-2S	01/19/2016	84663	9.93	
		Vendor Subtotal for Dept:10			9.93	
10-10-5190	Standard & Assoc.,inc	Professional Fees - Assessment for Po	01/19/2016	84700	1,000.00	
		Vendor Subtotal for Dept:10			1,000.00	
10-10-5620	EverBank Commercial Finance, Inc.	Equipment Rental Contract - Copier	01/19/2016	84657	1,016.74	
		Vendor Subtotal for Dept:10			1,016.74	
10-10-5620	Impact Networking, LLC	Equipment Rental Contract - Old Copi	01/19/2016	84671	619.33	
10-10-5620	Impact Networking, LLC	Equipment Rental Contract - New Cop	01/19/2016	84671	62.00	
		Vendor Subtotal for Dept:10			681.33	
10-10-5620	U.S. Bank Equipment Finance, Inc	Equipment Rental Contract - Admin.	01/19/2016	84708	317.26	
		Vendor Subtotal for Dept:10			317.26	
10-10-6130	Cardmember Service	Credit Card Charges - P.W.	01/19/2016	84644	53.73	
		Vendor Subtotal for Dept:10			53.73	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
10-10-6140	Office Depot	Office Supplies - Admin.	01/19/2016	84693	103.12	
10-10-6140	Office Depot	Office Supplies - Admin.	01/19/2016	84693	29.99	
		Vendor Subtotal for Dept:10			133.11	
10-10-6150	Cardmember Service	Credit Card Charges - P.W.	01/19/2016	84644	25.36	
		Vendor Subtotal for Dept:10			25.36	
10-10-6250	A To Z Engraving Co. Inc.	Civic Donations - Plaque	01/19/2016	84635	46.00	
		Vendor Subtotal for Dept:10			46.00	
10-10-6260	Cardmember Service	Credit Card Charges - P.W.	01/19/2016	84644	590.03	
10-10-6260	Cardmember Service	Credit Card Charges - P.W.	01/19/2016	84644	89.88	
10-10-6260	Cardmember Service	Credit Card Charges - P.W.	01/19/2016	84644	64.18	
10-10-6260	Cardmember Service	Credit Card Charges - P.W.	01/19/2016	84644	12.75	
		Vendor Subtotal for Dept:10			756.84	
10-11-4310	Difference Card Employee Benefit St	Employee Insurance - Dental	01/19/2016	84656	9.85	
		Vendor Subtotal for Dept:11			9.85	
10-11-4310	Standard Insurance Company	Employee Insurance	01/19/2016	84701	17.00	
		Vendor Subtotal for Dept:11			17.00	
10-11-5131	Partner Tek, Inc.	Computer Services - IT - Block Purch	01/19/2016	84694	166.40	
		Vendor Subtotal for Dept:11			166.40	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
10-11-5170	KD Plumbing, Inc	Plumbing Inspections - 657 Clover Wa	01/19/2016	84674	90.00	
10-11-5170	KD Plumbing, Inc	Plumbing Inspections - 618 W Liberty	01/19/2016	84674	90.00	
		Vendor Subtotal for Dept:11			180.00	
10-11-5180	Rich Stranc	Electrical Inspection - 618 W Liberty	01/19/2016	84702	50.00	
10-11-5180	Rich Stranc	Electrical Inspection - 618 W Liberty	01/19/2016	84702	100.00	
10-11-5180	Rich Stranc	Electrical Inspection - 128 Hubbard Ct	01/19/2016	84702	100.00	
10-11-5180	Rich Stranc	Electrical Inspection - 1000 N Rand R	01/19/2016	84702	50.00	
		Vendor Subtotal for Dept:11			300.00	
10-11-5190	CMR Benefits Group, Inc.	HR Services - Dec. 2015	01/19/2016	84646	44.53	
		Vendor Subtotal for Dept:11			44.53	
10-11-5190	Eder, Casella and Company	Professional Fees - P.R. Outsource	01/19/2016	84655	34.67	
		Vendor Subtotal for Dept:11			34.67	
10-11-5190	Greatland Corporation	Professional Services - W-2/S	01/19/2016	84663	2.48	
		Vendor Subtotal for Dept:11			2.48	
10-11-5620	Konica Minolta Premier Finance	Equipment Rental Contract - B.Z.	01/19/2016	84676	270.88	
		Vendor Subtotal for Dept:11			270.88	
10-11-6130	Cardmember Service	Credit Card Charges - P.W.	01/19/2016	84644	13.90	
		Vendor Subtotal for Dept:11			13.90	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
10-12-4310	Difference Card Employee Benefit Sr.	Employee Insurance - Dental	01/19/2016	84656	246.25	
		Vendor Subtotal for Dept:12			246.25	
10-12-4310	Standard Insurance Company	Employee Insurance	01/19/2016	84701	424.97	
		Vendor Subtotal for Dept:12			424.97	
10-12-4520	Costco Wholesale Membership	Membership Dues	01/19/2016	84652	165.00	
		Vendor Subtotal for Dept:12			165.00	
10-12-4520	IAFCI	Membership Dues - P.D.	01/19/2016	84667	10.00	
		Vendor Subtotal for Dept:12			10.00	
10-12-4520	Lake County Chiefs Of Police Assoc	Membership Dues - P.D.	01/19/2016	84677	50.00	
10-12-4520	Lake County Chiefs Of Police Assoc	Membership Dues - P.D.	01/19/2016	84677	50.00	
		Vendor Subtotal for Dept:12			100.00	
10-12-4520	Mid-States Organized Crime Info-	Membership Dues	01/19/2016	84687	200.00	
		Vendor Subtotal for Dept:12			200.00	
10-12-5130	LexisNexis Risk & Information	Computer Services P.D.	01/19/2016	84681	50.00	
		Vendor Subtotal for Dept:12			50.00	
10-12-5130	Partner Tek, Inc.	Computer Services - IT - P.D.	01/19/2016	84694	299.00	
10-12-5130	Partner Tek, Inc.	Computer Services - IT - P.D.	01/19/2016	84694	399.00	
		Vendor Subtotal for Dept:12			698.00	
10-12-5130	TransUnion Risk and Alternative	Computer Services - P.D.	01/19/2016	84707	23.50	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal for Dept:12			23.50	
10-12-5131	Partner Tek, Inc.	Computer Services - IT - Block Purch	01/19/2016	84694	2,995.40	
		Vendor Subtotal for Dept:12			2,995.40	
10-12-5190	CMR Benefits Group, Inc.	HR Services - Dec. 2015	01/19/2016	84646	1,157.86	
		Vendor Subtotal for Dept:12			1,157.86	
10-12-5190	Eder, Casella and Company	Professional Fees - P.R. Outsource	01/19/2016	84655	901.29	
		Vendor Subtotal for Dept:12			901.29	
10-12-5190	Greatland Corporation	Professional Services - W-2'S	01/19/2016	84663	64.52	
		Vendor Subtotal for Dept:12			64.52	
10-12-5310	MGN Lock - Key & Safes, Inc.	Building & Grounds Maintenance - Dt	01/19/2016	84685	10.65	
		Vendor Subtotal for Dept:12			10.65	
10-12-5320	Gordon Flesch Co., Inc.	Equipment Maintenance - Printers- P.J	01/19/2016	84660	963.52	
		Vendor Subtotal for Dept:12			963.52	
10-12-5620	Lechner and Sons Uniform Rental	Rentals - P.D.	01/19/2016	84679	52.75	
		Vendor Subtotal for Dept:12			52.75	
10-12-6110	BC Printing & Graphics	Printing	01/19/2016	84641	351.00	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal for Dept:12			351.00	
10-12-6110	Petibone, P. F. & Company	Printing - Photo ID - P.D.	01/19/2016	84695	17.00	
		Vendor Subtotal for Dept:12			17.00	
10-12-6130	Office Depot	Office Supplies - P.D.	01/19/2016	84693	56.44	
		Vendor Subtotal for Dept:12			56.44	
10-12-6140	Office Depot	Office Supplies - P.D.	01/19/2016	84693	54.74	
		Vendor Subtotal for Dept:12			54.74	
10-12-6170	GALLS, LLC	Uniforms - P.D.	01/19/2016	84658	87.82	
10-12-6170	GALLS, LLC	Uniforms - P.D.	01/19/2016	84658	122.92	
10-12-6170	GALLS, LLC	Uniforms - P.D.	01/19/2016	84658	100.89	
10-12-6170	GALLS, LLC	Uniforms - P.D.	01/19/2016	84658	202.85	
		Vendor Subtotal for Dept:12			514.48	
10-12-6170	Kristan Kolar	Uniforms - Clothing Allowance - P.D.	01/19/2016	84675	500.28	
		Vendor Subtotal for Dept:12			500.28	
10-12-6170	Today's Uniforms	Uniforms - P.D.	01/19/2016	84706	209.80	
10-12-6170	Today's Uniforms	Uniforms - P.D.	01/19/2016	84706	235.80	
10-12-6170	Today's Uniforms	Uniforms - P.D.	01/19/2016	84706	485.35	
10-12-6170	Today's Uniforms	Uniforms - P.D.	01/19/2016	84706	23.95	
10-12-6170	Today's Uniforms	Uniforms - P.D.	01/19/2016	84706	6.95	
10-12-6170	Today's Uniforms	Uniforms - P.D.	01/19/2016	84706	119.90	
		Vendor Subtotal for Dept:12			1,081.95	
10-12-6170	Kenneth Wich	Uniforms - Clothing Allowance	01/19/2016	84714	69.70	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal for Dept:12			69.70	
10-13-4310	Difference Card Employee Benefit S	Employee Insurance - Dental	01/19/2016	84656	59.10	
		Vendor Subtotal for Dept:13			59.10	
10-13-4310	Standard Insurance Company	Employee Insurance	01/19/2016	84701	126.31	
		Vendor Subtotal for Dept:13			126.31	
10-13-4520	Illinois Section AWWA	Membership Dues - P.W.	01/19/2016	84670	64.00	
		Vendor Subtotal for Dept:13			64.00	
10-13-5130	Comcast Cable	Internet Services	01/19/2016	84647	36.64	
		Vendor Subtotal for Dept:13			36.64	
10-13-5130	Comcast Cable	Computer/Internet Services	01/19/2016	84648	5.53	
		Vendor Subtotal for Dept:13			5.53	
10-13-5131	Partner Tek, Inc.	Computer Services - IT - Block Purch	01/19/2016	84694	416.00	
		Vendor Subtotal for Dept:13			416.00	
10-13-5190	Business Radio Licensing	Professional Fees - P.W.	01/19/2016	84643	120.00	
		Vendor Subtotal for Dept:13			120.00	
10-13-5190	CMR Benefits Group, Inc.	HR Services - Dec. 2015	01/19/2016	84646	267.18	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal for Dept:13			267.18	
10-13-5190	Eder, Casella and Company	Professional Fees - P.R. Outsource	01/19/2016	84655	208.02	
		Vendor Subtotal for Dept:13			208.02	
10-13-5190	Greatland Corporation	Professional Services - W-2'S	01/19/2016	84663	14.89	
		Vendor Subtotal for Dept:13			14.89	
10-13-5190	Hinekley Spring Water Co.	Drinking Water Dispenser/Water - P.W	01/19/2016	84664	22.73	
		Vendor Subtotal for Dept:13			22.73	
10-13-5330	Hydraulic Services & Repairs, Inc	Vehicle Maintenance - P.W.	01/19/2016	84665	745.21	
10-13-5330	Hydraulic Services & Repairs, Inc	Emergency Truck Repairs for Truck #:	01/19/2016	84665	977.58	000003446
10-13-5330	Hydraulic Services & Repairs, Inc	Truck Repairs to Unit #19	01/19/2016	84665	766.59	000003447
		Vendor Subtotal for Dept:13			2,489.38	
10-13-5330	John's Complete Auto Service Inc.	Vehicle Maintenance - 2003 Chevy Pit	01/19/2016	84673	398.71	
10-13-5330	John's Complete Auto Service Inc.	Vehicle Maintenance - 2006 Chevy C1	01/19/2016	84673	25.50	
		Vendor Subtotal for Dept:13			424.21	
10-13-5330	Mike's Towing, Inc.	Emergency Engine Repair on Unit #27	01/19/2016	84688	5,761.40	000003444
		Vendor Subtotal for Dept:13			5,761.40	
10-13-5330	Mobile Lube Express, Inc.	Repairs to Unit #29	01/19/2016	84689	896.64	000003445
10-13-5330	Mobile Lube Express, Inc.	Service/Repairs to Unit #34	01/19/2016	84689	164.95	
10-13-5330	Mobile Lube Express, Inc.	Service/Repairs to Unit #34	01/19/2016	84689	253.90	
		Vendor Subtotal for Dept:13			1,314.59	
10-13-5330	Spring Align Of Palatine, Inc.	Emergency repairs to truck #32	01/19/2016	84699	1,801.77	000003442

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal for Dept:13			1,801.77	
10-13-5330	Victor Ford	Vehicle Supplies - P. W.	01/19/2016	84710	125.00	
10-13-5330	Victor Ford	Emergency repairs to truck #32	01/19/2016	84710	895.69	000003443
10-13-5330	Victor Ford	Emergency Truck Repairs to Unit #26	01/19/2016	84710	4,985.13	000003448
		Vendor Subtotal for Dept:13			6,005.82	
10-13-5330	West Side Tractor Sales Company	Vehicle Maintenance - Case 48 Backb	01/19/2016	84713	451.42	
		Vendor Subtotal for Dept:13			451.42	
10-13-5430	City Electric Supply (C.E.S.)	Operating Supplies & Equipment - P.Y	01/19/2016	84645	183.96	
		Vendor Subtotal for Dept:13			183.96	
10-13-5430	ComEd	Utility - Street Lighting - Baurington R	01/19/2016	84649	448.62	
10-13-5430	ComEd	Utility - Street Lighting - Liberty Lake	01/19/2016	84649	369.34	
		Vendor Subtotal for Dept:13			817.96	
10-13-5510	Comcast Cable	Internet Services	01/19/2016	84647	27.02	
		Vendor Subtotal for Dept:13			27.02	
10-13-5510	Comcast Cable	Computer/Internet Services	01/19/2016	84648	11.06	
		Vendor Subtotal for Dept:13			11.06	
10-13-6110	U.S. Bank Equipment Finance, Inc	Equipment Contract - Copier - P.W.	01/19/2016	84708	98.61	
		Vendor Subtotal for Dept:13			98.61	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
10-13-6130	Acc Hardware	Building /Operating Supplies & Equipr	01/19/2016	84636	22.43	
10-13-6130	Acc Hardware	Building /Operating Supplies & Equipr	01/19/2016	84636	12.13	
10-13-6130	Acc Hardware	Building /Operating Supplies & Equipr	01/19/2016	84636	15.26	
10-13-6130	Acc Hardware	Building/Plumbing Supplies	01/19/2016	84636	21.70	
10-13-6130	Acc Hardware	Building/Plumbing Supplies	01/19/2016	84636	7.96	
10-13-6130	Acc Hardware	Building Supplies & Equipment	01/19/2016	84636	28.77	
10-13-6130	Acc Hardware	Building /Operating Supplies & Equipr	01/19/2016	84636	8.08	
10-13-6130	Acc Hardware	Building /Operating Supplies & Equipr	01/19/2016	84636	23.38	
		Vendor Subtotal for Dept:13			139.71	
10-13-6130	Cardmember Service	Credit Card Charges - Operating Supp	01/19/2016	84644	53.99	
		Vendor Subtotal for Dept:13			53.99	
10-13-6130	City Electric Supply (C.E.S.)	Operating Supplies & Equipment - P.V	01/19/2016	84645	488.93	
10-13-6130	City Electric Supply (C.E.S.)	Operating Supplies & Equipment - P.V	01/19/2016	84645	136.00	
10-13-6130	City Electric Supply (C.E.S.)	Operating Supplies & Equipment - P.V	01/19/2016	84645	322.00	
10-13-6130	City Electric Supply (C.E.S.)	Operating Supplies & Equipment - P.V	01/19/2016	84645	18.38	
		Vendor Subtotal for Dept:13			965.31	
10-13-6130	Conserv FS, Inc	Operating Supplies & Equipment - P.V	01/19/2016	84651	20.00	
		Vendor Subtotal for Dept:13			20.00	
10-13-6130	Don's Welding And Fabricating	Operating Supplies & Equipment	01/19/2016	84653	20.00	
		Vendor Subtotal for Dept:13			20.00	
10-13-6130	Menards-Fox Lake	Misc. Supplies & Material - P.W.	01/19/2016	84684	107.51	
10-13-6130	Menards-Fox Lake	Misc. Supplies & Material - P.W.	01/19/2016	84684	133.54	
		Vendor Subtotal for Dept:13			241.05	
10-13-6140	Cardmember Service	Credit Card Charges - Office Supplies	01/19/2016	84644	44.90	
		Vendor Subtotal for Dept:13			44.90	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
10-13-6150	Conserv FS, Inc	Operating Supplies & Equipment - P.V	01/19/2016	84651	1,692.59	
		Vendor Subtotal for Dept:13			<u>1,692.59</u>	
10-13-6170	Cardmember Service	Credit Card Charges - Uniforms - P.W	01/19/2016	84644	148.42	
		Vendor Subtotal for Dept:13			<u>148.42</u>	
10-13-6320	West Side Tractor Sales Company	Equipment Supplies - P.W.	01/19/2016	84713	215.58	
10-13-6320	West Side Tractor Sales Company	Equipment Supplies - P.W.	01/19/2016	84713	24.29	
		Vendor Subtotal for Dept:13			<u>239.87</u>	
10-13-6330	Lake County Treasurer	Sign Dept. Monthly Billing for Nov. 2	01/19/2016	84678	578.16	
		Vendor Subtotal for Dept:13			<u>578.16</u>	
10-13-6340	Cardmember Service	Credit Card Charges - Vehicle Supplie	01/19/2016	84644	160.00	
		Vendor Subtotal for Dept:13			<u>160.00</u>	
10-13-6340	Bumper to Bumper Lee Auto Waucon	Vehicle Supplies - P.W.	01/19/2016	84680	16.88	
		Vendor Subtotal for Dept:13			<u>16.88</u>	
10-13-6340	Russo Power Equipment	Vehicle Supplies - P.W.	01/19/2016	84697	32.81	
		Vendor Subtotal for Dept:13			<u>32.81</u>	
10-13-6340	Victor Ford	Vehicle Supplies - P.W.	01/19/2016	84710	99.99	
		Vendor Subtotal for Dept:13			<u>99.99</u>	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
10-14-5310	Cardmember Service	Credit Card Charges - P.W.	01/19/2016	84644	116.90	
		Vendor Subtotal for Dept:14			116.90	
10-14-6310	Wauconda Paint & Glass	Building & Grounds Supplies - Red Th	01/19/2016	84712	130.79	
		Vendor Subtotal for Dept:14			130.79	
10-19-4310	Difference Card Employee Benefit S	Employee Insurance - Dental	01/19/2016	84656	9.85	
		Vendor Subtotal for Dept:19			9.85	
10-19-4310	Standard Insurance Company	Employee Insurance	01/19/2016	84701	17.00	
		Vendor Subtotal for Dept:19			17.00	
10-19-5110	Magna, Rudolph F. Law Office Of	Legal Services - Liberty/Sky Hill Map	01/19/2016	84682	55.00	
		Vendor Subtotal for Dept:19			55.00	
10-19-5190	Cardmember Service	Credit Card Charges - P.W.	01/19/2016	84644	26.00	
		Vendor Subtotal for Dept:19			26.00	
10-19-5190	CMR Benefits Group, Inc.	HR Services - Dec. 2015	01/19/2016	84646	44.53	
		Vendor Subtotal for Dept:19			44.53	
10-19-5190	Eder, Cascilla and Company	Professional Fees - P.R. Outsource	01/19/2016	84655	34.67	
		Vendor Subtotal for Dept:19			34.67	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
10-19-5190	Greatland Corporation	Professional Services - W-2'S	01/19/2016	84663	2.48	
		Vendor Subtotal for Dept:19			2.48	
10-52-4310	Difference Card Employee Benefit S	Employee Insurance - Dental	01/19/2016	84656	108.35	
		Vendor Subtotal for Dept:52			108.35	
10-52-4310	Standard Insurance Company	Employee Insurance	01/19/2016	84701	187.00	
		Vendor Subtotal for Dept:52			187.00	
10-52-5190	CMR Benefits Group, Inc.	HR Services - Dec. 2015	01/19/2016	84646	489.83	
		Vendor Subtotal for Dept:52			489.83	
10-52-5190	Eder, Casella and Company	Professional Fees - P.R. Outsource	01/19/2016	84655	381.37	
		Vendor Subtotal for Dept:52			381.37	
10-52-5190	Greatland Corporation	Professional Services - W-2'S	01/19/2016	84663	27.30	
		Vendor Subtotal for Dept:52			27.30	
10-80-5190	The Bank of New York Mellon	Professional Services - Admin. Fee fo	01/19/2016	84704	750.00	
		Vendor Subtotal for Dept:80			750.00	
10-98-E572	Magna, Rudolph F. Law Office Of	Legal Services - Escrow - Potempa Re	01/19/2016	84682	2,194.50	
		Vendor Subtotal for Dept:98			2,194.50	
10-98-E573	Magna, Rudolph F. Law Office Of	Legal Services - Escrow - Pershing Re	01/19/2016	84682	1,197.00	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal for Dept:98			1,197.00	
		Subtotal for Fund: 10			54,197.04	
20-00-1350	MICHAEL & PEGGY GRAY	Refund Check	01/06/2016	84662	22.76	
20-00-1350	MICHAEL & PEGGY GRAY	Refund Check	01/06/2016	84662	9.48	
		Vendor Subtotal for Dept:00			32.24	
20-00-1350	JERRY GELTNER	Refund Check	01/11/2016	84659	32.37	
20-00-1350	JERRY GELTNER	Refund Check	01/11/2016	84659	41.09	
20-00-1350	JERRY GELTNER	Refund Check	01/11/2016	84659	0.29	
		Vendor Subtotal for Dept:00			73.75	
20-20-4310	Difference Card Employee Benefit S	Employee Insurance - Dental	01/19/2016	84656	78.80	
		Vendor Subtotal for Dept:20			78.80	
20-20-4310	Standard Insurance Company	Employee Insurance	01/19/2016	84701	110.16	
		Vendor Subtotal for Dept:20			110.16	
20-20-5130	Comcast Cable	Internet Services	01/19/2016	84647	36.63	
		Vendor Subtotal for Dept:20			36.63	
20-20-5130	Comcast Cable	Computer/Internet Services	01/19/2016	84648	5.53	
		Vendor Subtotal for Dept:20			5.53	
20-20-5131	Partner Tek, Inc.	Computer Services - IT - Block Purch	01/19/2016	84694	499.20	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal for Dept:20			499.20	
20-20-5190	CMR Benefits Group, Inc.	HR Services - Dec. 2015	01/19/2016	84646	356.24	
		Vendor Subtotal for Dept:20			356.24	
20-20-5190	Eder, Casella and Company	Professional Fees - P.R. Outsource	01/19/2016	84655	277.36	
		Vendor Subtotal for Dept:20			277.36	
20-20-5190	Greatland Corporation	Professional Services - W-2'S	01/19/2016	84663	19.85	
		Vendor Subtotal for Dept:20			19.85	
20-20-5190	Hinckley Spring Water Co.	Drinking Water Dispenser/Water - P.W	01/19/2016	84664	22.74	
		Vendor Subtotal for Dept:20			22.74	
20-20-5210	McHenry Analytical Water	Lab Testing Expenses	01/19/2016	84683	60.00	
		Vendor Subtotal for Dept:20			60.00	
20-20-5320	Ack Temp, Mechanical Services Inc.	Vehicle Maintenance - P.W. - Pump H	01/19/2016	84637	250.50	
		Vendor Subtotal for Dept:20			250.50	
20-20-5330	Ack Temp, Mechanical Services Inc.	Vehicle Maintenance - P.W.	01/19/2016	84637	597.66	
		Vendor Subtotal for Dept:20			597.66	
20-20-5410	ComEd	Utility - Electric - 1110 E Liberty St.	01/19/2016	84650	63.07	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal for Dept:20			63.07	
20-20-5410	Dynegy Energy Services	Utility - Electric -	01/19/2016	84654	6,235.27	
		Vendor Subtotal for Dept:20			6,235.27	
20-20-5420	Nicor	Utilities - Gas - 421 Lakeshore Dr.	01/19/2016	84690	93.45	
		Vendor Subtotal for Dept:20			93.45	
20-20-5510	Comcast Cable	Internet Services	01/19/2016	84647	27.02	
		Vendor Subtotal for Dept:20			27.02	
20-20-5510	Comcast Cable	Computer/Internet Services	01/19/2016	84648	11.07	
		Vendor Subtotal for Dept:20			11.07	
20-20-6110	U.S. Bank Equipment Finance, Inc	Equipment Contract - Copier - P.W.	01/19/2016	84708	98.60	
		Vendor Subtotal for Dept:20			98.60	
20-20-6130	Ace Hardware	Building/Plumbing Supplies	01/19/2016	84636	33.98	
20-20-6130	Ace Hardware	Building Supplies/Equipment	01/19/2016	84636	62.97	
20-20-6130	Ace Hardware	Fasteners - Multiple	01/19/2016	84636	5.36	
20-20-6130	Ace Hardware	Building /Operating Supplies & Equipr	01/19/2016	84636	31.30	
		Vendor Subtotal for Dept:20			133.61	
20-20-6130	Adams, R.A. Enterprises, Inc	Operating Supplies & Equipment - P.V	01/19/2016	84638	637.46	
		Vendor Subtotal for Dept:20			637.46	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
20-20-6130	Batteries Plus	Misc. Supplies & Equipment - Mobile	01/19/2016	84640	31.99	
		Vendor Subtotal for Dept:20			31.99	
20-20-6130	Burris Equipment Company	Operating Supplies & Equipment - P.W	01/19/2016	84642	142.47	
		Vendor Subtotal for Dept:20			142.47	
20-20-6130	Interstate Battery Systems of Fox Ri ¹	Operating Supplies & Equipment - P.V	01/19/2016	84672	95.95	
		Vendor Subtotal for Dept:20			95.95	
20-20-6130	Mid American Water Of Wauconda	Operating Supplies & Equipment - P.V	01/19/2016	84686	45.10	
20-20-6130	Mid American Water Of Wauconda	Operating Supplies & Equipment - P.V	01/19/2016	84686	40.00	
20-20-6130	Mid American Water Of Wauconda	Operating Supplies & Equipment - P.V	01/19/2016	84686	26.00	
		Vendor Subtotal for Dept:20			111.10	
20-20-6130	Menards-Fox Lake	Misc. Supplies & Material - P.W.	01/19/2016	84684	19.47	
		Vendor Subtotal for Dept:20			19.47	
20-20-6140	Cardmember Service	Credit Card Charges - Office Supplies	01/19/2016	84644	44.89	
		Vendor Subtotal for Dept:20			44.89	
20-20-6170	Cardmember Service	Credit Card Charges - Uniforms - P.W	01/19/2016	84644	106.34	
		Vendor Subtotal for Dept:20			106.34	
20-21-4310	Difference Card Employee Benefit S	Employee Insurance - Dental	01/19/2016	84656	49.25	
		Vendor Subtotal for Dept:21			49.25	
20-21-4310	Standard Insurance Company	Employee Insurance	01/19/2016	84701	93.33	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal for Dept:21			93.33	
20-21-5130	Comcast Cable	Internet Services	01/19/2016	84647	36.63	
		Vendor Subtotal for Dept:21			36.63	
20-21-5130	Comcast Cable	Computer/Internet Services	01/19/2016	84648	5.53	
		Vendor Subtotal for Dept:21			5.53	
20-21-5131	Partner Tek, Inc.	Computer Services - IT - Block Purch	01/19/2016	84694	416.00	
		Vendor Subtotal for Dept:21			416.00	
20-21-5150	RHMG Engineers, Inc	Engineering Services - Wastewater Col	01/19/2016	84696	1,074.06	
20-21-5150	RHMG Engineers, Inc	Engineering Services - Wauconda Gene	01/19/2016	84696	575.50	
		Vendor Subtotal for Dept:21			1,649.56	
20-21-5190	CMR Benefits Group, Inc.	HR Services - Dec. 2015	01/19/2016	84646	222.65	
		Vendor Subtotal for Dept:21			222.65	
20-21-5190	Eder, Casella and Company	Professional Fees - P.R. Outsourc	01/19/2016	84655	173.35	
		Vendor Subtotal for Dept:21			173.35	
20-21-5190	Greatland Corporation	Professional Services - W-2'S	01/19/2016	84663	12.41	
		Vendor Subtotal for Dept:21			12.41	
20-21-5190	Hinckley Spring Water Co.	Drinking Water Dispenser/Water - P.W	01/19/2016	84664	22.74	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal for Dept:21			22.74	
20-21-5210	North Shore Water Reclamation Dist	Lab Testing Expenses - P.W.	01/19/2016	84691	700.00	
		Vendor Subtotal for Dept:21			700.00	
20-21-5210	Suburban Laboratories, Inc.	Lab Testing Expenses	01/19/2016	84703	93.00	
20-21-5210	Suburban Laboratories, Inc.	Lab Testing Expenses	01/19/2016	84703	93.00	
20-21-5210	Suburban Laboratories, Inc.	Lab Testing Expenses	01/19/2016	84703	200.00	
		Vendor Subtotal for Dept:21			386.00	
20-21-5210	USA Blue Book	Lab Testing Expenses	01/19/2016	84709	167.85	
20-21-5210	USA Blue Book	Lab Testing Expenses	01/19/2016	84709	586.48	
20-21-5210	USA Blue Book	Lab Testing Expenses	01/19/2016	84709	210.95	
20-21-5210	USA Blue Book	Lab Testing Expenses	01/19/2016	84709	55.00	
20-21-5210	USA Blue Book	Lab Testing Expenses	01/19/2016	84709	123.30	
		Vendor Subtotal for Dept:21			1,143.58	
20-21-5410	Dynegy Energy Services	Utility - Electric -	01/19/2016	84654	13,774.39	
		Vendor Subtotal for Dept:21			13,774.39	
20-21-5510	Comcast Cable	Internet Services	01/19/2016	84647	27.03	
		Vendor Subtotal for Dept:21			27.03	
20-21-5510	Comcast Cable	Computer/Internet Services	01/19/2016	84648	11.07	
		Vendor Subtotal for Dept:21			11.07	
20-21-6110	U.S. Bank Equipment Finance, Inc	Equipment Contract - Copier - P.W.	01/19/2016	84708	98.60	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal for Dept:21			98.60	
20-21-6130	Ace Hardware	Building Supplies & Equipment	01/19/2016	84636	30.47	
		Vendor Subtotal for Dept:21			30.47	
20-21-6130	Safeday, Inc.	Boatswains Chair (for lowering into c	01/19/2016	84698	252.00	000003352
20-21-6130	Safeday, Inc.	Operating Supplies & Equipment	01/19/2016	84698	2,754.45	
20-21-6130	Safeday, Inc.	Operating Supplies & Equipment - P.Y	01/19/2016	84698	1,727.00	
20-21-6130	Safeday, Inc.	Operating Supplies & Equipment - P.Y	01/19/2016	84698	285.00	
20-21-6130	Safeday, Inc.	Operating Supplies & Equipment - P.Y	01/19/2016	84698	285.00	
		Vendor Subtotal for Dept:21			5,303.45	
20-21-6140	Cardmember Service	Credit Card Charges - Office Supplies	01/19/2016	84644	44.89	
		Vendor Subtotal for Dept:21			44.89	
20-21-6170	Cardmember Service	Credit Card Charges - Uniforms - P.W	01/19/2016	84644	136.17	
		Vendor Subtotal for Dept:21			136.17	
20-21-6180	Hydrite Chemical Company	Chemicals Treatment - P.W.	01/19/2016	84666	3,443.78	
		Vendor Subtotal for Dept:21			3,443.78	
20-27-4310	Difference Card Employee Benefit St	Employee Insurance - Dental	01/19/2016	84656	19.70	
		Vendor Subtotal for Dept:27			19.70	
20-27-4310	Standard Insurance Company	Employee Insurance	01/19/2016	84701	34.00	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal for Dept:27			34.00	
20-27-5190	CMR Benefits Group, Inc.	HR Services - Dec. 2015	01/19/2016	84646	89.06	
		Vendor Subtotal for Dept:27			89.06	
20-27-5190	Eder, Casella and Company	Professional Fees - P.R. Outsourc	01/19/2016	84655	69.34	
		Vendor Subtotal for Dept:27			69.34	
20-27-5190	Greatland Corporation	Professional Services - W-2'S	01/19/2016	84663	4.96	
		Vendor Subtotal for Dept:27			4.96	
20-27-5330	Mobile Lube Express, Inc.	Service/Repairs - Wacker Pump	01/19/2016	84689	229.79	
		Vendor Subtotal for Dept:27			229.79	
20-27-5410	ComEd	Utility - Electric - 215 Regewney Ct.L	01/19/2016	84650	95.98	
20-27-5410	ComEd	Utility - Electric - Lift Station 250 Lar	01/19/2016	84650	101.06	
20-27-5410	ComEd	Utility - Electric -357 Hollow Hill Dr.	01/19/2016	84650	8.10	
20-27-5410	ComEd	Utility - Electric -100 Main St.	01/19/2016	84650	31.19	
20-27-5410	ComEd	Utility - Electric -505 Farmhill Cir	01/19/2016	84650	79.38	
20-27-5410	ComEd	Utility - Electric - 505 Willow Rd.	01/19/2016	84650	43.64	
20-27-5410	ComEd	Utility - Electric - 550 Anderson Rd.	01/19/2016	84650	447.20	
20-27-5410	ComEd	Utility - Electric - 0 Monroe	01/19/2016	84650	67.06	
20-27-5410	ComEd	Utility - Electric - 1545 N Old Rand R	01/19/2016	84650	101.10	
		Vendor Subtotal for Dept:27			974.71	
20-27-5410	Dynegy Energy Services	Utility - Electric -	01/19/2016	84654	3,882.01	
		Vendor Subtotal for Dept:27			3,882.01	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
20-27-5420	Nicor	Utility - Gas - 1160-g N Dato Ln.	01/19/2016	84690	93.11	
20-27-5420	Nicor	Utility - Gas - 1265 Karl Ct.	01/19/2016	84690	38.77	
20-27-5420	Nicor	Utilities - Gas - 215 Regency Ct.	01/19/2016	84690	25.28	
20-27-5420	Nicor	Utilities - Gas - 2n North Ave	01/19/2016	84690	41.26	
20-27-5420	Nicor	Utilities - Gas - 911 Oakdale Ave.	01/19/2016	84690	145.21	
		Vendor Subtotal for Dept:27			343.63	
20-27-6130	Acc Hardware	Buiding /Operating Supplies & Equipr	01/19/2016	84636	24.26	
20-27-6130	Acc Hardware	Buiding /Operating Supplies & Equipr	01/19/2016	84636	4.48	
20-27-6130	Acc Hardware	Buiding /Operating Supplies & Equipr	01/19/2016	84636	3.74	
20-27-6130	Acc Hardware	Buiding /Operating Supplies & Equipr	01/19/2016	84636	22.64	
20-27-6130	Acc Hardware	Buiding /Operating Supplies & Equipr	01/19/2016	84636	16.82	
20-27-6130	Acc Hardware	Buiding /Operating Supplies & Equipr	01/19/2016	84636	13.37	
		Vendor Subtotal for Dept:27			85.31	
20-27-6130	Menards-Fox Lake	Misc. Supplies & Material - P. W.	01/19/2016	84684	62.57	
		Vendor Subtotal for Dept:27			62.57	
20-28-5114	Magna, Rudolph F. Law Office Of	Legal Services - Lake Michigan Water	01/19/2016	84715	1,595.00	
		Vendor Subtotal for Dept:28			1,595.00	
20-28-5153	RHMG Engineers, Inc	Engineering Services - Lake Michigan	01/19/2016	84716	7,030.42	
20-28-5153	RHMG Engineers, Inc	Engineering Services - Lake Michigan	01/19/2016	84716	573.26	
20-28-5153	RHMG Engineers, Inc	Engineering Services - Lake Michigan	01/19/2016	84716	526.35	
		Vendor Subtotal for Dept:28			8,130.03	
		Subtotal for Fund: 20			53,573.41	
50-50-6130	Cardmember Service	Credit Card Charges - Operating Supp	01/19/2016	84644	511.75	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal for Dept:50			511.75	
		Subtotal for Fund: 50			511.75	
51-98-E509	Illinois Lake Management Associati	Bangs Lake "Buck an Acre" Donation	01/19/2016	84669	310.00	
		Vendor Subtotal for Dept:98			310.00	
		Subtotal for Fund: 51			310.00	
55-55-8500	RHMG Engineers, Inc	Engineering Servics - Capitol Projects	01/19/2016	84696	1,007.83	
		Vendor Subtotal for Dept:55			1,007.83	
		Subtotal for Fund: 55			1,007.83	
		Report Total:			109,600.03	



VILLAGE OF WAUCONDA
REGULAR VILLAGE BOARD MEETING MINUTES
TUESDAY, JANUARY 5, 2016

1. **CALL TO ORDER:** The Village Board Meeting was called to order by Mayor Bart at 7:00 P.M. in the Wauconda Village Hall.
2. **PLEDGE OF ALLEGIANCE:** The Pledge of Allegiance was led by Boy Scout Troop 90.
3. **ROLL CALL:** Upon roll call of Clerk Strelecki the following Trustees were present
Present: Trustees Knight, Barbini, Starkey, Arnsward, Black, and Howe
QUORUM PRESENT

Present: Doug Maxeiner, Village Administrator, Brad Fink, Director of Public Works, Chris Miller, Director of Building, Planning, and Zoning, Police Chief, David Wermes, Deputy Chief Bender, Rudy Magna, Village Attorney, and William Rickert, Village Engineer

4. **RECOGNITION/APPOINTMENTS/PRESENTATIONS**
 - A. Recognition-Wauconda Bulldog Cheer-Mayor Bart presented a plaque to the Wauconda Bulldog Cheer recognizing second place at State.
 - B. Appointment of Chief Mike Wahl to the Position of Fire Marshal and Deputy Chief Scott Gaschler to the Position of Deputy Fire Marshal for the Village of Wauconda
Motion to appoint Chief Wahl to the position of Fire Marshal for the Village of Wauconda made by Trustee Howe, second by Trustee Black.
Ayes 6 Nays 0
MOTION DECLARED CARRIED
Motion to appoint Deputy Chief Scott Gaschler to the position of Deputy Fire Marshal for the Village of Wauconda made by Trustee Black, second by Trustee Arnsward.
Ayes 6 Nays 0
MOTION DECLARED CARRIED
5. **PUBLIC COMMENT**
No comment
6. **APPROVAL OF AGENDA**
Motion for the approval of the agenda made by Trustee Arnsward second by Trustee Starkey
Ayes 6 Nays 0
MOTION DECLARED CARRIED
7. **MOTION TO APPROVE CONSIDERATION OF CONSENT AGENDA BY OMNIBUS VOTE**
Motion to approve consideration of consent agenda made by Trustee Starkey second by Trustee Barbini.
Ayes 6 Nays 0

MOTION DECLARED CARRIED

8. CONSENT AGENDA

- A. Bills for Payment from December 9, 2015 through December 29, 2015 in the Amount of \$580,841.31
- B. Approval of the Minutes of the October 6, 2015 Regular Village Board Meeting
- C. Approval of the Minutes of the October 20, 2015 Regular Village Board Meeting
- D. Approval of the Minutes of the December 15, 2015 Regular Village Board Meeting
- E. Approval of an Ordinance Amending Section 119.29 of the Village Code of Wauconda by Adjusting the Number of Authorized Liquor Licenses in the Class A Category from 14 to 15 (*Ordinance No. 2016-O-01*)
- F. Approval of an Ordinance Authorizing the Disposal of Surplus Property (*Ordinance No. 2016-O-02*)
- G. Approval of the Schedule of Regular Village Board Meetings for the 2016 Calendar Year

9. MOTION TO APPROVE ITEMS A THROUGH G ON THE CONSENT AGENDA

Motion to approve items A through G on the consent agenda made by Trustee Barbini second by Trustee Knight.

Ayes 6 Nays 0

MOTION DECLARED CARRIED

10. OLD BUSINESS

- A. Approval of an Ordinance Authorizing the Village of Wauconda to Borrow Funds from the Illinois Environmental Protection Agency (IEPA) Public Water Supply Loan Program in the Amount of \$4,800,000 for Phase II of the Lake Michigan Water Internal Improvements Project-Director Fink reviewed the background and analysis for this ordinance. The funds will be used for the design, construction, and construction engineering related to the Lake Michigan Water Internal System Improvements-Phase 2.

Motion to approve an Ordinance Authorizing the Village of Wauconda to Borrow Funds from the Illinois Environmental Protection Agency (IEPA) Public Water Supply Loan Program in the Amount of \$4,800,000 for Phase II of the Lake Michigan Water Internal Improvements Project made by Trustee Knight, second by Trustee Howe. (*Ordinance No. 2016-O-03*)

Ayes 6 Nays 0

MOTION DECLARED CARRIED

- B. Award a Bid for Phase II of the Lake Michigan Water Internal Improvements Project to Berger Excavating Contractors, Inc. of Wauconda for a Not-to-exceed Amount of \$4,197,000 Contingent upon the IEPA Loan Approval-Director Fink reviewed the background and analysis of bids from six contractors. Berger Excavating Contractors, Inc. submitted the lowest qualified bid and has satisfactorily completed other projects for the Village.

Motion to award the Bid for Phase II of the Lake Michigan Water Internal Improvements Project to Berger Excavating Contractors, Inc. of Wauconda for a Not-to-exceed Amount of \$4,197,000 Contingent upon the IEPA Loan Approval made by Trustee Howe, second by Trustee Black

Ayes 6 Nays 0

MOTION DECLARED CARRIED

- C. Consideration and Approval of an Ordinance and Intergovernmental Agreement Between the

Village of Wauconda and the Village of Port Barrington Relative to a Shared Administrative Adjudication System/Code Hearing Department and Ordinance Enforcement Services.

Motion to table Consideration and Approval of an Ordinance and Intergovernmental Agreement Between the Village of Wauconda and the Village of Port Barrington Relative to a Shared Administrative Adjudication System/Code Hearing Department and Ordinance Enforcement Services until the next Board meeting made by Trustee Black, second by Trustee Arnswald.

Ayes 6 Nays 0

MOTION DECLARED CARRIED

11. NEW BUSINESS

A. Discussion of Concept Plan for Redevelopment of Property at 406 N. Main Street (Bomberg Property)-Mr. Green discussed the background of this property and the owners would like to redevelop this property as Boutique/Commercial. The Bomberg Family would like to advance this plan as Central Business (CB) Zoning-consensus to move forward.

B. Approval of an Ordinance Granting a Variance from Section 2.2.4.2 of ASME A17.1-2010 to Permit an Existing Elevator Pit Ladder to Remain in Place at the Liberty Arms Apartments at 260 Larkdale Row-Director Miller reviewed the background for this ordinance. The owner is requesting a variance from the State Code, which is administered through the State Fire Marshal who is the final authority on whether a variance is issued.

Motion to approve an Ordinance Granting a Variance from Section 2.2.4.2 of ASME A17.1-2010 to Permit an Existing Elevator Pit Ladder to Remain in Place at Liberty Arms Apartments at 260 Larkdale Row made by Trustee Arnswald, second by Trustee Starkey (*Ordinance No. 2016-O-04*)

Ayes 6 Nays 0

MOTION DECLARED CARRIED

C. Staff Request to 1) Re-appropriate \$180,000 from the FY 2015/16 Water/Sewer Budget to FY 2016/17 Water/Sewer Budget for Repainting of Elevated Storage Tank #1;2) Pre-Approve an Additional \$288,500 to the FY 2016/17 Water/Sewer Budget for the Repainting of Elevated Storage Tank #1; and, 3) Award the Bid for Repainting and Repair of Elevated Storage Tank No. 1 to Era Valdivia Contractors Inc. for Not-to-exceed Amount of \$468,500-Director Fink reviewed the background of this request. In 2013, Dixon Engineering inspected Elevator Storage Tank (EST) No. 1, estimated recoating cost of \$180,000. After consulting with RHMG Engineers, it was discovered that more extensive work was needed. The revised estimate increased to \$419,000. Bill Rickert-discussed additional expense due to the type of paint (containment) and location of water tower. Overall paint should last 20 years, tank should last over 100 years.

Motion to approve to 1) Re-appropriate \$180,000 from the FY 2015/16 Water/Sewer Budget to FY 2016/17 Water/Sewer Budget for Repainting of Elevated Storage Tank #1;2) Pre-Approve an Additional \$288,500 to the FY 2016/17 Water/Sewer Budget for the Repainting of Elevated Storage Tank #1; and, 3) Award the Bid for Repainting and Repair of Elevated Storage Tank No. 1 to Era Valdivia Contractors Inc. for Not-to-exceed Amount of \$468,500 made by Trustee Starkey, second by Trustee Barbini

Ayes 6 Nays 0

MOTION DECLARED CARRIED

D. Staff Request to: 1) Amend the FY 2015/16 Budget in the Water/Sewer Fund with the Re-appropriation of \$25,000 from the Electrical Repair of Well #8 Project (Water Division) and \$57,500 from the Sanitary Sewer Pipe Lining-Larkdale Subdivision Project (Wastewater Collections Division) to the SCADA Server Consolidation and Upgrade Project for a Total Project Amount of \$82,500; and, 2) Approve a Contract with B&W Control Systems Integration for an Amount Not-to-exceed \$82,500 for the SCADA Server Consolidation Upgrade Project.-Director Fink reviewed the background of the SCADA system. The analysis indicated that the current desktop-grade SCADA runs on Windows XP and is no longer under warranty or supported by Microsoft. He reviewed the detailed scope of services.

Motion to 1) Amend the FY 2015/16 Budget in the Water/Sewer Fund with the Re-appropriation of \$25,000 from the Electrical Repair of Well #8 Project (Water Division) and \$57,500 from the Sanitary Sewer Pipe Lining-Larkdale Subdivision Project (Wastewater Collections Division) to the SCADA Server Consolidation and Upgrade Project for a Total Project Amount of \$82,500; and, 2) Approve a Contract with B&W Control Systems Integration for an Amount Not-to-exceed \$82,500 for the SCADA Server Consolidation Upgrade Project. Trustee Barbini, second by Trustee Knight

Ayes 6 Nays 0

MOTION DECLARED CARRIED

12. MAYORS REPORT

Congratulations to 4th and 5th grade Bulldogs Cheer for taking second place at State. Welcome to Police Chief Wermer, and thank you Deputy Chief Bender. Withdrawal of Zoning Petition on Delia Ct. Economic Interest Statements have been sent to Elected Officials and senior staff members by the County Clerk's Office. Please take a moment to complete it and return it by February 1st. Christmas trees will be collected by Waste Management until further notice. You can recycle your tree this week and next. Doug distributed the Budget Status Report for the Month of November 2015. General Fund Revenues are currently at 67% of budget after seven months. Expenditures are at 53% suggesting that we are on track for a balance budget for the current year.

13. COMMITTEE REPORTS & TRUSTEE COMMENTS

Trustee Knight-Welcomed Chief Wermer. Marketing Development meeting is at 5:30PM.

Trustee Barbini-Welcomed Chief Wermer. The Development Committee Meeting is January 12th at 5:30PM. They will review the Business Survey. Director Fink discussed that the Waste receptacles will be delivered in January. Deadline for size has expired.

Trustee Starkey-Welcome Chief Wermer. The Natural Resource meeting is Tuesday, January 12th at 7:00 P.M.

Trustee Arnsward-Welcomed Chief Wermer. There was a Village Services Meeting tonight. The next meeting is Feb. 2nd.

Trustee Black-Welcomed Chief Wermer and thanked Chief Bender for his years of service. He has been pleased with the items achieved this year.

Trustee Howe-Thanked Chief Bender for his service. He commended Chief Wermer and his credentials. Next meeting for License and Admin. January 19th

14. ADJOURNMENT

Motion to adjourn made by Trustee Knight, second by Trustee Howe

Ayes 6 Nays 0

MOTION DECLARED CARRIED

Adjourned 7:56 P.M.

Gina M. Strelecki, Village Clerk

ORDINANCE NO. 2016-O-__

**AN ORDINANCE AUTHORIZING THE LIQUIDATION OF SURPLUS PROPERTY
(VEHICLES)**

WHEREAS, it is no longer necessary, useful to, or in the best interest of the Village of Wauconda to retain ownership of the property described in Section I of this ordinance; and,

WHEREAS, the Corporate Authorities of the Village Wauconda have the power under Chapter 65 ILCS 5/11-76-4 of the Illinois Compiled Statutes to pass an ordinance authorizing the liquidation of surplus property in such a manner as they may designate.

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

SECTION I: That the Village Administrator is hereby authorized to liquidate the following described personal property.

DESCRIPTION

2006 Dodge Charger (Admin)	VIN 2B3KA43G26H486547
2006 Ford Taurus (PW)	VIN 1FAFP56U26A226658

SECTION II: All ordinances and parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

SECTION III: The invalidity of any sentence, clause, provision, or any part thereof of this ordinance shall not affect the validity of any other portion of this ordinance.

SECTION IV: 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 19th day of January, 2016.

	Ayes:	Nays:	Absent/Abstain:
Lincoln F. Knight	_____	_____	_____
John F. Barbini Ed. D	_____	_____	_____
Linda Starkey	_____	_____	_____
Ken Arnsward	_____	_____	_____
Chuck Black	_____	_____	_____
Tim Howe	_____	_____	_____

APPROVED:

By: _____ Date: January 19, 2016
FRANK A. BART, Village President

ATTEST:

By: _____
GINA STRELECKI, Village Clerk

Presented and read, or reading having been waived, at a duly convened meeting of the Corporate Authorities on January 19, 2016.

I hereby certify that the above ordinance was published in pamphlet form on January 19, 2016, as provided by law.

GINA STRELECKI, Village Clerk

AGENDA SUPPLEMENT

TO: Mayor Bart and Village Board

FROM: Brad C. Fink, Director of Public Works 

FOR: January 19, 2016 Regular Village Board Meeting

RE: Consideration and Approval of a Community Block Grant Agreement with Lake County, Illinois to assist in funding of the Slocum Lake Road and Willow Road Streambank Stabilization Projects

Background. In 2014 the Village of Wauconda was awarded \$85,000 in Community Development Block Grant (CDBG) funding from the U.S. Department of Housing and Urban Development (HUD), which is administered by the Lake County Department of Community Services. The CDBG funding was awarded for the Public Infrastructure Improvements of Wethington Drive and Bret Circle in the Crestview Subdivision.

Analysis. In August of 2015 the Village Board approved the re-appropriation of CDBG funding for the Crestview Subdivision improvements to the Willow Road and Slocum Lake Road drainage ditch improvements. Lake County has submitted the attached Sub-recipient Agreement for Community Development Block Grant Implementation to be considered by the Village Board. This is the next step in obtaining the \$85,000 to be used towards this project.

Recommendation. Staff recommends approving the proposed CDBG Agreement with Lake County, Illinois to assist in funding the Willow Road and Slocum Lake Road streambank stabilization projects.

Sub-recipient Agreement for Community Development Block Grant Implementation

THIS COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT (hereinafter "Agreement") made this 23rd day of December 2015, by and between Lake County, a body politic and corporate having a principal place of business at 18 North County Street, Waukegan, IL 60085 (hereinafter "County") and Village of Wauconda (hereinafter "Sub-recipient") having a principal place of business at 101 N Main Street, Wauconda, IL 60084 and is established and operates under the following authority:

- Municipal corporation operating under the laws of the State of Illinois
- Not-for-profit corporation chartered _____ and operating under the laws of the State of Illinois.
- Other: _____

WHEREAS, County is a recipient of funds under Title 1 of the Housing and Community Development Act of 1974 (Public Law 93-383), as amended, under grant number B-14-UC-17-0003; and

WHEREAS, County wishes to engage Sub-recipient to assist County in utilizing such funds; and

WHEREAS, Sub-recipient has been granted approval under the aforementioned grant for 2014 Community Development Block Grant funds to conduct activities in line with the purpose of the Community Development Block Grant Program; and

WHEREAS, County and Sub-recipient enter into this Agreement pursuant to their respective powers to enter into such Agreements, as those powers are defined in the Illinois Constitution and applicable statutes.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, all recitals set forth above are incorporated herein and made part hereof, the same constituting the factual basis for this Agreement, the parties do mutually agree as follows:

1) SCOPE OF SERVICES

- A) **Activities:** This Community Development Block Grant ("CDBG") Project shall receive a maximum of **\$85,000** from the 2014 CDBG funds. Administration of the CDBG Project shall be in a manner satisfactory to the County and consistent with any standards required as a condition of providing these funds, as set forth in this Agreement. Sub-recipient's CDBG Project will include the following activities, eligible under the CDBG Program Federal regulations as described at 24 CFR 570.201:

This project includes the installation of sheet pile retaining wall for the purpose of streambank stabilization at two locations: the Bangs Lake Drain along Slocum Lake Road and the drainage ditch behind 555 Willow Road. The streambank of the Bangs Lake Drain adjacent to Slocum Lake Road has eroded significantly. The loss of streambank threatens the structural integrity of the road and curb and has already rendered the guardrail along the streambank ineffective. At this location, an 80 ft. length of steel sheet pile wall will be installed to stabilize the bank and prevent further erosion. The guardrail will be removed and replaced as necessary. There has also been some erosion of the ground beneath an asphalt parking space to the east of the stream on Slocum Lake Road. This project will also

include the removal of this unnecessary parking space and replacement of 18 ft. of the corroded storm sewer pipe that runs directly beneath the parking space and empties into the Bangs Lake drain.

At 555 Willow Road, 65 ft. of sheet pile wall is to be installed along the drainage ditch at the rear of the property to prevent further erosion of the streambank. Severe erosion has resulted in the top of the bank of the ditch being approximately five feet from a garage and shed on the property. Use of the sheet pile wall will prevent further erosion and allow construction to be performed outside of the floodplain and wetlands.

- B) National Objectives: Sub-recipient certifies that all activities carried out with funds provided under this Agreement will meet the CDBG Program's National Objective of principally benefitting low and moderate income persons, aiding in the prevention or elimination of slums or blight, or meeting community development needs having a particular urgency, as defined in 24 CFR 570.208, and that no alteration in the activities shall be made except pursuant to Article III of the Lake County CDBG Program Policies, Attachment A and herein made part of this Agreement by reference. Sub-recipient certifies that the activities carried out under this Agreement will meet the national objective of **Low/Moderate Income Area** principally benefiting low and moderate-income (LMI) persons] by **providing flood drainage improvements in census tracts #8642.04/06 serving a total of 3,915 individuals of whom 1,965 are low/moderate income.**
- C) Goals and Performance Measures: For the Activities governed under this Agreement, County hereby establishes a performance objective of **creating a suitable living environment**. County will use this performance objective when reporting on Activities to HUD.
- D) Performance Monitoring: County will monitor the performance of the Sub-recipient against goals and performance standards stated herein. Substandard performance as determined by the County will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Sub-recipient within 30 days after being notified by the County, County will proceed to suspend or terminate this Agreement.
- E) Time of Performance: Services of Sub-recipient shall run with the CDBG Program Year, May 1, 2014 to April 30, 2016. Consistent with Paragraph 8)(D)(4) of this Agreement and the Lake County CDBG Program Policies, Sub-recipient shall set and abide by a schedule for the performance of the activities covered by this Agreement. The schedule shall become Attachment D, and is incorporated herein by reference. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Sub-recipient remains in control of CDBG funds or other CDBG assets, including program income. The term of this Agreement and the provisions herein may be suspended or terminated as described in Paragraph 7 of this Agreement.

2) BUDGET

- A) A detailed, line item budget for the approved use of CDBG funds is attached to this Agreement as Attachment B, incorporated herein by reference. The line item budget shall indicate the sources and uses of funds for Sub-recipient's CDBG Activity.

Libertyville, IL 60048
communitydevelopment@lakecountyil.gov
Fax: 847-984-5745

If to Subrecipient: Village of Wauconda
101 North Main Street
Wauconda, IL 60084

- 5) **ASSURANCES:** Sub-recipient hereby assures and certifies with respect to the funding received pursuant to this Agreement that:
- A) It possesses legal authority to apply for the funding and to execute the proposed CDBG Project.
 - B) Its governing body has duly adopted or passed as an official act, resolution, motion or similar action authorizing the person identified as the official representative of the Sub-recipient to submit the application, including all understandings and assurances contained therein, and directing and designating the person identified as the official representative of the Sub-recipient to act in connection with the application and to provide such additional information as may be required.
 - C) Neither Sub-recipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement or any other covered transactions by any Federal agency. Sub-recipient shall verify that all contractors (including subcontractors) completing work as per this Agreement are presently not excluded nor pending exclusion and submit verification documentation as found at the Federal System for Award Management online resource: <http://www.sam.gov/portal/public/SAM>. Sub-recipient will provide County with said documentation prior to incurrence of expenses so as to allow for County verification. County will not disburse any funds to the Sub-recipient for any work completed by a debarred or excluded contractor.
- 6) **GENERAL CDBG PROGRAM REQUIREMENTS**
- A) Sub-recipient shall ensure that all CDBG-eligible activities performed under this Agreement, and for which reimbursement is sought, comply with the list of approved activities at 24 CFR 570.201.
 - B) Sub-recipient must carry out its activities under this Agreement in compliance with the requirements of 24 CFR 570, Subpart K, Other Program Requirements.
 - C) **Compliance with Federal, State and County Laws:** Sub-recipient agrees to comply with all Federal, State and County laws, regulations and directives concerning the use and expenditure of Community Development Block Grant Funds.
 - D) **Obligations of Sub-recipient with Respect to Certain Third Party Relationships:** Sub-recipient shall comply with all lawful requirements of the County necessary to insure that the project with respect to which assistance is being provided under the County's Agreement with the United States Department of Housing and Urban Development is carried out in accordance with the County's assurances and certifications, including those with respect to the

assumption of environmental responsibilities of the County under section 104(h) of the Housing and Community Development Act of 1974 and stated in 24 CFR 570.604.

- E) **Compliance with Federal Management Circular Requirements:** This Agreement is subject to the regulations, policies, guidance and requirements of Title 24 CFR Part 570 (Community Development Block Grant Program Final Rule), applicable sections of 24 CFR Part 84 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations), and 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) as they relate to the application, acceptance and use of federal funds for this federally assisted CDBG Activity. Sub-recipient assumes neither the County's environmental responsibilities described in 24 CFR 570.604, nor the responsibility for initiating the review process under 24 CFR Part 52. Sub-recipient agrees to comply with all other applicable Federal, state and local laws, regulations and policies governing the funds under this Agreement. Sub-recipient further agrees to utilize funds available under this Agreement to supplement, rather than supplant, funds otherwise available.
- F) **Independent Contractor Status:** Nothing contained in this Agreement is intended to, or shall be construed in any manner to, create or establish an employee-employer relationship between the parties. Sub-recipient shall at all times remain an Independent Contractor with respect to the services to be performed under this Agreement. County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance, and Worker's Compensation Insurance, as Sub-recipient is an Independent Contractor.
- G) **Indemnification:** Sub-recipient agrees to hold harmless, defend, and indemnify the County from any and all claims, actions, suits, charges, demands, losses or judgments whatsoever arising out of Sub-recipient's use of the funds received under this Agreement, including, but not by way of limitation, any claim, demand, loss of judgment arising out of the construction of any facility, the condemnation of any property or any action of Sub-recipient or any of its officers, directors, employees, agents or designees who is alleged to have violated the Civil Rights of any person under the law or constitutional revision of the United States or the State of Illinois. Additionally, Sub-recipient shall indemnify the County for any claim made or judgments obtained by the United States of America arising out of acts or omissions or circumstances constituting violations of this Agreement.
- H) **Workers' Compensation:** Sub-recipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.
- I) **Insurance and Bonding:** Sub-recipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the County. Sub-recipient shall also comply with bonding and insurance requirements of 24 CFR 84.31 and 84.48.
- J) **Grantee Recognition:** Sub-recipient shall insure recognition of the role of the County in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. Additionally, Sub-recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

K) Amendments:

- (1) County or Sub-recipient may amend this Agreement at any time, provided that such amendments make specific reference to this Agreement, are in writing, are signed by a duly authorized representative of both County and Sub-recipient, and are approved by the Lake County Board.
- (2) Amendments shall not invalidate this Agreement, nor relieve or release County or Sub-recipient from its obligations under this Agreement.
- (3) County may, in its sole discretion, amend this Agreement to conform with Federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, scope of services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both County and Sub-recipient.

7) SUSPENSION OR TERMINATION OF THIS AGREEMENT

- A) In accordance with 24 CFR 85.43, County may suspend or terminate this Agreement if the Sub-recipient materially fails to comply with any terms of this Agreement, including, but not limited to, the following:
 - (1) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
 - (2) Failure, for any reason, of Sub-recipient to fulfill in a timely and proper manner its obligations under this Agreement;
 - (3) Ineffective or improper use of funds provided under this Agreement;
 - (4) Submission by Sub-recipient to the County reports that are incorrect or incomplete in any material respect; or
 - (5) The occurrence of any circumstance rendering impossible the performance of the contract.
- B) In the event that the County elects to suspend its performance of this Agreement for any of the foregoing reasons, it shall withhold payment of funds until such time as the violation or breach is remedied to the satisfaction of the County. No action taken or withheld by the County under this paragraph shall relieve Sub-recipient of the liability to the County for any funds expended in violation of any of the terms of this Agreement.
- C) In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the County or Sub-recipient, in whole or in part, by setting forth in writing the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, the County

determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the County may terminate the award in its entirety.

- D) The County may suspend or terminate this Agreement, in whole or in part, if funding from the United States Government becomes unavailable for any reason. In the event this Agreement is suspended or terminated due to a lack of funding by the Federal Government, the County will notify Sub-recipient in writing that this Agreement is suspended or terminated. The County will not be liable for any loss or damage to Sub-recipient that results directly or indirectly from said suspension or termination.
- E) **Upon termination of this Agreement, the Sub-recipient must remit to County the entire amount of CDBG Funds that have been expended in a manner prescribed by the County. This provision may be waived at the sole discretion of the County for good cause shown.**

8) ADMINISTRATIVE REQUIREMENTS

- A) Sub-recipient agrees to comply with the applicable uniform administrative requirements described in 24 CFR 570.502, and the requirements described herein.

- B) Financial Management

- (1) Sub-recipient agrees to comply with 24 CFR 84.21-28, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
- (2) As stated in Paragraph 5(A), Sub-recipient shall comply with 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards); these principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

- C) Documentation and Record Keeping

- (1) Sub-recipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities funded under this Agreement. Such records shall include, but not be limited to:
 - (a) Records providing a full description of each activity undertaken;
 - (b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG Program;
 - (c) Records required to determine the eligibility of activities
 - (d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - (e) Records documenting compliance with fair housing, nondiscrimination, and equal opportunity components of the CDBG Program;
 - (f) Financial records as required by 24 CFR 570.502 and 24 CFR 84.21-28; and
 - (g) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
- (2) Sub-recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of five (5)

years. The retention period begins on the date of the submission of the County's annual performance and evaluation report (CAPER) to HUD in which the activities assisted under this Agreement are reported on for the final time. County shall inform Sub-recipient of this date in writing. Notwithstanding the provisions herein, if any litigation, claims, audits, negotiations, or other actions involving any records cited should arise prior to the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

- (3) Sub-recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the County, the Department of Housing and Urban Development, and their designees for review upon request.
- (4) Sub-recipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of County's or Sub-recipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such a person receiving service or, in the case of a minor, from a legal parent or guardian.
- (5) Sub-recipient's obligation to County shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making final payments; disposing of CDBG Program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the County); and determining the custodianship of records. **Notwithstanding the foregoing, the terms of this Agreement shall remain in full force and effect during any period that the Sub-recipient has control over CDBG assets, including program income.**
- (6) Sub-recipient shall allow HUD, the Comptroller General of the United States, and the County, through any authorized representative, access to and the rights to audit, examine, and make excerpts or transcripts of all records, books, papers, documents, or relevant data related to any matters covered by this Agreement or the use of CDBG funds. Any deficiencies noted in audit reports must be fully cleared by the Sub-recipient within 30 days after receipt by the Sub-recipient. Failure of the Sub-recipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Sub-recipient hereby agrees to have an annual agency audit conducted in accordance with the current County policy concerning sub-recipient audits and 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

D) Reporting and Payment Procedures

- (1) **Program Income:** On a monthly basis, Sub-recipient shall report all program income (as defined at 24 CFR 570.500(a) and in Attachment A) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Sub-recipient shall comply with the requirements set forth

at 24 CFR 570.504. Sub-recipient may use such income during the Agreement period for activities permitted under this Agreement, and shall reduce requests for additional funds by the amount of any such program income on hand. Sub-recipient may not use program income for any purpose other than an approved, eligible CDBG activity. All unexpended program income shall be returned to the County at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the County. Sub-recipient is also responsible for following the terms of CDBG Program Policies, Article V in Attachment A.

- (2) **Indirect Costs:** If indirect costs are charged, Sub-recipient will develop an indirect cost allocation plan for determining the appropriate Sub-recipient's share of administrative costs and shall submit such a plan to the County for approval.
- (3) **Payment Procedures:** County will pay to the Sub-recipient funds available under this Agreement based upon information submitted by the Sub-recipient and consistent with any approved budget and County policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Sub-recipient, and not to exceed actual cash requirements. Payments will be adjusted by the County in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the County reserves the right to liquidate funds available under this Agreement for costs incurred by the County on behalf of the Sub-recipient.
- (4) **Progress Reports:** Sub-recipient agrees to establish and adhere to such schedule of work for the activities covered under this Agreement, as set forth in Article IV of the Lake County Community Development Program Policies, Attachment A, and agrees to submit to County quarterly reports setting forth the progress and status of the activities during the reporting period. The quarterly report shall be in a form prescribed by the County. Quarterly reports are due to be submitted no later than 15 calendar days after the end of each quarter. The ending dates of the respective quarters are: July 31, October 31, January 31, and April 30.

E) **Procurement**

- (1) Sub-recipient shall comply with current County policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the County upon termination of this Agreement.
- (2) Unless specified otherwise within this Agreement, Sub-recipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48 (Uniform Administrative Requirements Procurement Standards).
- (3) Sub-recipient shall obtain approval from the County for any travel outside Lake County with funds provided under this Agreement.

- F) Use and Reversion of Assets: The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502-504, as applicable, which includes but is not limited to the following:
- (1) Sub-recipient shall transfer to the County any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination of this Agreement.
 - (2) Real property under the Sub-recipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Sub-recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Sub-recipient shall pay the County an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the County. The Sub-recipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.
 - (3) In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub-recipient for activities under this Agreement shall be (a) transferred to the County for the CDBG program or (b) retained after compensating the County.
- 9) UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT REQUIREMENTS
- A) This Agreement is subject to, and Sub-recipient shall comply with, the following federal laws regarding displacement and relocation:
 - (1) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 *et seq.*) ("URA"), as amended;
 - (2) 49 CFR Part 24;
 - (3) Section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(d));
 - (4) 24 CFR Part 42; and
 - (5) 24 CFR 570.606.
 - B) Sub-recipient shall also comply with the County's Residential Anti-Displacement and Relocation Assistance Plan and Procedure.
 - C) When acquiring real property in connection with activities funded in whole or part pursuant to this Agreement, Sub-recipient shall be guided to the greatest extent practicable under state law by the Real Property Acquisition Policies set forth under Title III of the URA. Sub-

recipient shall pay or reimburse property owners for necessary expenses as specified in the URA, and inform affected persons of the benefits, policies and procedures provided for under the applicable laws, regulations, and the County plan.

- D) The Sub-recipient shall provide relocation assistance to displaced persons, as defined by 24 CFR 570.606(b)(2), that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project.
- (1) Sub-recipient shall provide fair and reasonable relocation payments and assistance in accordance with Sections 202, 203 and 204 of the aforementioned Acts and Regulations, to or for families, individuals, partnerships, corporations or associations displaced as a result of any acquisition of real property for the project, and shall provide relocation assistance programs offering the services described in Section 205 of the URA to such displaced families, individuals, partnerships, corporations or associations in the manner provided under applicable Department of Housing and Urban Development Regulations.
 - (2) Sub-recipient assures that, within a reasonable time prior to displacement, decent, safe, sanitary replacement dwellings will be available to such displaced families or individuals in accordance with Section 205(c)(3) of the URA, and that such housing will be available in the same range of choices to all such displaced persons regardless of their race, color, religion, nation of origin, sex, handicap, familial status or source of income.
 - (3) Sub-recipient will carefully use the entire relocation process in such a manner as to provide such displaced persons with uniform and consistent service, including any services required to ensure the relocation process does not result in separate or different treatment to such displaced persons on account of their race, color, religion, nation of origin, sex, handicap, familial status or source of income.

10) PARTICIPANT CONDITIONS

A) Civil Rights

- (1) Sub-recipient agrees to comply with all Federal, state and local civil rights ordinances. This includes Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.
- (2) Sub-recipient agrees to comply with the nondiscrimination in employment and contracting opportunities laws, regulations and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable nondiscrimination provisions in Section 109 of the Housing and Community Development Act are applicable.
- (3) This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352; 78 Stat. 241) and 24 CFR 570.601 and 570.602. In regard to the

sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Sub-recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, which prohibits discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the County and the United States are beneficiaries of and entitled to enforce such covenants. Sub-recipient, in undertaking its obligation to carry out the activities assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not so discriminate themselves.

- (4) This Agreement is subject to Title VIII of the Civil Rights Act of 1968 (P.L. 90-284) as amended, and Sub-recipient agrees to administer all programs and activities relating to housing and community development in a manner to affirmatively further fair housing; and will take action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services within its jurisdiction.
- (5) Sub-recipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. County shall provide the Sub-recipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B) Affirmative Action and Equal Employment Opportunity: Sub-recipient agrees that it shall be committed to carry out, pursuant to County's specifications, an Affirmative Action Program in keeping with the principles as provided in Executive Order 11246. County shall provide Affirmative Action guidelines to the Sub-recipient to assist in the formulation of such a program. Sub-recipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

- (1) Women- and Minority-Owned Businesses (WBE/MBE): Sub-recipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one percent (51%) owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. Sub-recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
- (2) Access to Records: Sub-recipient shall furnish and cause each of its own sub-recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the County, HUD (or its authorized agent), or other authorized Federal officials for purposes of

investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

- (3) **Notifications:** Sub-recipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Sub-recipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) **Subcontract Provisions:** Sub-recipient will include the Civil Rights and Affirmative Action provisions of this Agreement in every subcontract or purchase order, either specifically or by reference, so that such provisions will be binding upon each of its own sub-recipients or subcontractors.
- (5) **Executive Order 11246:**
 - (a) In carrying out the program, Sub-recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Sub-recipient shall take affirmative action to insure that applicants for employment are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Sub-recipient shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this non-discrimination clause. Sub-recipient shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - (b) Contracts subject to Executive Order 11246 shall be subject to HUD Equal Employment Opportunity regulations at 24 CFR Part 130 applicable to HUD assisted construction contracts.
 - (c) Sub-recipient shall cause or require to be inserted, in full, in any nonexempt contract and subcontract for construction work, or modification thereof, as defined in said regulations, which is paid for in whole or in part by assistance provided under this Agreement, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color,

religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- iii. The contractor will send to each labor union or representative or workers with which s/he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the labor union or worker's representatives of the contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants employment.
- iv. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and with the rules, regulations, and relevant orders of the Secretary of Labor.
- v. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- vi. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- vii. The contractor will include the portion of the sentence immediately preceding subparagraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any

subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved, in or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

- (d) Sub-recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work. Provided, that if the Sub-recipient so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under this Agreement.
 - (e) Sub-recipient agrees that it will assist and cooperate actively with the County, the Department of Housing and Urban Development (HUD) and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor; that it will furnish the County, HUD and the Secretary of Labor such information as they may require for the supervision of such compliance; and that it will otherwise assist the County and HUD in the discharge of their responsibility for securing compliance.
 - (f) Sub-recipient further agrees that it will refrain from entering into any contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Department or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Sub-recipient agrees that if it fails or refuses to comply with these undertakings, the County may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part the grant, funding, or loan guarantee; refrain from extending any further assistance to the Sub-recipient under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such Sub-recipient; and refer the case to the State's Attorney or the Secretary of Labor for appropriate legal proceedings.
- (6) Sub-recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-recipient, state that it is an Equal Opportunity or Affirmative Action employer.

C) Employment Restrictions

- (1) Sub-recipient is prohibited from using funds provided herein or personnel employed in the administration of the project for political activities, inherently religious activities, lobbying, political patronage, and nepotism activities.**
- (2) Sub-recipient will comply with the provisions of the Hatch Act (53 Stat. 1147) and Chapter 15 of Title V of the U.S.C., which limits the political activity of government employees and programs and employees benefitting from federal grants or loans.**
- (3) Sub-recipient will provide a drug free workplace, and complete the Drug Free Workplace Certification, in accordance with 24 CFR Part 21 and Attachment C, the Lake County Certification Regarding Drug Free Workplace Requirements, incorporated here by reference.**
- (4) Sub-recipient will establish safeguards to prohibit employees from using positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.**
- (5) The undersigned, on behalf of the Sub-recipient, certifies to the best of his or her knowledge and belief that:**
 - (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-recipient, to any person, organization or business for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.**
 - (b) If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.**
 - (c) The Sub-recipient shall require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.**
 - (d) Lobbying Certification: This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who**

fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

D) Federal Labor Standards

- (1) Sub-recipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for the construction, renovation, completion or repair of any building or work financed in whole or in part with assistance provided under this Agreement, shall comply with HUD requirements pertaining to such contracts and the applicable requirements of the regulations of the Department of Labor under 29 CFR Parts 1, 3, 5, 5a, and 7 governing the payment of wages and the ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under such regulations are imposed by state or local law, nothing hereunder is intended to relieve Sub-recipient of its obligation, if any, to require payment of the higher rates. The Sub-recipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this Agreement, 29 CFR 5.5, and, for such contracts in excess of \$10,000.00, 29 CFR 51.3.
- (2) Sub-recipient shall administer and enforce the labor standards requirements set forth in 24 CFR 570.603.
- (3) Sub-recipient agrees to comply with the requirements of the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*), and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Sub-recipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and the implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. Sub-recipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this Agreement. Such documentation shall be made available to HUD and the County, or their designated representative, for review upon request.
- (4) In accordance with 24 CFR 570.609, no award of the contracts covered under this section of the Agreement shall be made to any contractor who is at the time ineligible under the provisions of any applicable regulations of the Department of Labor to receive an award of such contract.

E) "Section 3" Clause

- (1) This Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended, the HUD regulations issued pursuant thereto at 24 CFR Part 135, and any applicable rules and orders of HUD issued thereunder **prior to the HUD authorization of the Funding Approval**. Compliance with the Federal rules and regulations stated herein is binding upon the County, Sub-recipient and any of the Sub-recipient's sub-recipients and subcontractors. Failure to fulfill these requirements shall subject the County, Sub-recipient, and any of the Sub-recipient's sub-recipients and

subcontractors, their successors and assigns, to those sanctions specified by the agreement through which Federal assistance is provided.

- (2) Sub-recipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement: "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."
- (3) Section 3 of the Act requires that, to the greatest extent feasible, opportunities for training and employment arising in connection with the activities governed by this Agreement be given to low- and very low-income residents of the project area and participants in other HUD programs. Contracts for work in connection with the project should be awarded to eligible business concerns which are located in or owned in substantial part by persons residing in the area of the project; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.
- (4) Sub-recipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.
- (5) Sub-recipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- (6) Sub-recipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. Sub-recipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not authorize any subcontract, unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulation.

F) Assignment and Subagreements

- (1) Sub-recipient shall not assign or transfer any interest in this Agreement without prior written consent of the County thereto; provided, however, that claims for money due or to become due to the Sub-recipient from the County under this

Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the County.

- (2) Sub-recipient shall provide to the County a copy of any contract or agreement entered into by Sub-recipient using funds awarded under this Agreement, within two (2) days of execution of such contract or agreement.
- (3) Sub-recipient will monitor all subcontracted services on a regular basis to assure compliance with the contract or agreement. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
- (4) Sub-recipients shall cause all of the provisions of this Agreement to be included in and made a part of any subagreement executed in performance of this Agreement.
- (5) Sub-recipient shall submit plans and specifications to the County for review and approval prior to publishing notices for bids. Sub-recipient shall also provide the County a copy of all advertisements for bids, bid documents, and bid tabulations.
- (6) Sub-recipient shall undertake to ensure that all subcontracts or subagreements let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with the applicable procurement requirements. Documentation concerning the selection process shall be forwarded to the County.

G) Conflict of Interest

- (1) Sub-recipient shall abide by the provisions of 24 CFR 84.42 and 24 CFR 570.611.
- (2) Additionally, no member, officer, or employee of the County or Sub-recipient, or their respective designees or agents, nor member of the governing body of the locality in which the project is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under the Agreement, and that the recipient shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.

- H) Religious Activities: Sub-recipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

11) ENVIRONMENTAL CONDITIONS

- A) Environmental Review Procedures:

- (1) Sub-recipient shall cooperate with the County in its responsibilities pursuant to HUD's Environmental Review Procedures, 24 CFR Part 58, as amended, and shall permit the County or its designees or employees to conduct site inspections, conduct appropriate tests, examination of applicable documents, and such other activities as the County deems appropriate in order to fulfill its responsibilities in implementation of the policies of the National Environmental Policy Act of 1969.
- (2) The County shall not make any payments contemplated under this Agreement until the environmental review process has been completed by the County in accordance with the foregoing Environmental Review Procedures, **nor may any costs be incurred by Sub-recipient until completion of Environmental Review** unless exempt from such Environmental Review. Sub-recipient will be notified by the County, in writing, when costs may begin to be incurred. Should the environmental review process reveal that the Project site has any contaminations, hazards, risks, etc., the County will rescind all funding under this Agreement.
- (3) **In the instance that Sub-recipient incurs costs under this Agreement prior to the successful completion of the environmental review process the County shall rescind all funding under this Agreement. The County shall not make payments on any such costs incurred.**

B) Flood Disaster Protection:

- (1) This Agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, *et seq.*) and Executive Order 11988 relating to the evaluation of flood hazards, and Executive Order 11288 relating to prevention, control and abatement of water pollution. No portion of the assistance provided under this Agreement is approved for acquisition or construction purposes as defined under Section 3(a) of the aforementioned Act, for use in an area identified by the Secretary as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the national flood insurance program pursuant to Section 201(d) of the Act; and the use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities then participating in the national flood insurance program shall be subject to the mandatory purchase of flood insurance requirements of Section 102(a) of the Act.
- (2) Any contract or agreement for the sale, lease, or other transfer, of land acquired, cleared or improved with assistance provided under this Agreement shall contain, if such land is located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, flood insurance as required with respect to financial assistance for acquisition or construction purposes (including rehabilitation) under Section 102(a) of the Flood Disaster Protection Act of 1973. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Agreement. Sub-recipient will comply with the provisions of Executive Order 11396, relating to flood hazards to the extent that such provisions are in addition to, or more stringent than, the foregoing.

- C) **Lead-Based Paint Hazards**: The construction or rehabilitation of residential structures with assistance provided under this Agreement is subject to the HUD Lead-Based Paint regulations, 24 CFR 570.608 and 24 CFR Part 35, Subpart A, B, J, K, and R, and Sub-recipient shall cooperate with the County in its responsibilities for the inspections and certifications required under Section 35.14(f) thereof. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children less than seven (7) years of age. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.
- D) **Compliance with Air and Water Acts**: This Agreement is subject to the requirements of: the Clean Air Act, as amended, 42 U.S.C. 1857 et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.; the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 50, as amended; and Executive Order 11988, which relates to avoidance, to the extent possible, of the long and short term adverse impacts associated with the occupancy and modifications of floodplains and to avoid direct or indirect support of floodplain development wherever there is a practicable alternative. Sub-recipient shall meet the following requirements:
- (1) A stipulation by the contractor or subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
 - (2) Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 7401, *et seq.*) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
 - (3) A stipulation that as a condition for the award of the contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
 - (4) Agreement by the contractor that he will include, or cause to be included, the criteria and requirements in subparagraphs (1) through (4) of this paragraph in every nonexempt subcontract and requiring that the contractor will take such action as the Government may direct as a means of enforcing such provisions. In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113(c) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

- E) **National Historic Preservation Act:** This Agreement is subject to the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), which provides for protection of properties of historical, architectural, archaeological and cultural significance at the national, state and local levels. Additionally, Sub-recipient shall comply with the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the activities of this Agreement. Section 106 of the National Historic Preservation Act requires that any federally assisted undertakings affecting properties included or eligible for inclusion in the National Register of Historic Places be submitted to the Advisory Council and Historic Preservation for review and comment prior to approval of any such undertaking.

12) **FURTHER REQUIREMENTS OF THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

- A) **Compliance with Provision Governing Nondiscrimination in Housing:** This Agreement is subject to Executive Order 11063 as amended by Executive Order 12259 and the implementing Regulations of 24 CFR Part 107 concerning nondiscrimination because of race, color, religion (creed), sex, handicap, familial status or national origin, in the sale, leasing, rental, or other disposition of residential property and related facilities (including land to be developed for residential use), or in the use of occupancy thereof, if such property and related facilities are, among other things, provided in whole or in part with the aid of loans, advances, grants, or contributions made with federal monies.
- B) **Nondiscrimination in the Administration of the Project:** This agreement is subject to Section 109 of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR Part 6). Sub-recipient shall not exclude from participation in, deny the benefits of, nor subject to discrimination any person, on the ground of race, color, nation of origin, handicap, familial status, or sex, in connection with the program, project, or activity funded in whole or in part pursuant to this Agreement.
- C) **Age Discrimination:** This agreement is subject to the Age Discrimination Act of 1975, as amended, (Pub. L. 94-135) and any regulations hereafter issued pursuant thereto. Sub-recipient shall not exclude from participation in, deny the benefits of, nor subject to discrimination any person on the basis of age, except as provided by Sections 304(b) and 304(c) of said Act, in connection with the program, project, or activity funded in whole or in part pursuant to this Agreement.
- D) **Nondiscrimination Toward Handicapped Individuals:** This Agreement is subject to Section 504 of the Rehabilitation Act of 1973, as amended, (Pub. L. 93-112) and any implementing Regulations hereafter issued pursuant thereto. Sub-recipient shall not exclude from participation in, deny the benefits of, nor subject to discrimination any otherwise qualified handicapped individual, as defined in Section 7(6) of the aforementioned Act, in connection with the program, project, or activity funded in whole or in part pursuant to this Agreement.
- E) **Compliance with Architectural Barriers Act of 1968:** This Agreement is subject to the Architectural Barriers Act of 1968, 42 U.S.C. 4151, which requires that the design of any facility constructed in whole or in part with funds received under this Agreement, comply with the "American Standard Specification for Making Buildings and Facilities Accessible, and Usable by the Physically Handicapped," Number A-117.1R-1971, [as modified (41 CFR 101-19.603)].

- F) **Prohibition Against Payments of Bonus or Commission:** The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, any other approval or concurrence of HUD required under this Agreement, Title I of the Housing and Community Development Act of 1974 or HUD regulations with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.
- G) **Interest of Certain Federal Officials:** No member of or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.
- H) **Office of Management and Budget Requirements:** Sub-recipient shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Universal Numbering System and System for Award Management (SAM) requirements in 2 CFR Part 25 (Appendix A), and the Federal Funding Accountability and Transparency Act (FFATA) in 2 CFR Part 170 (Appendix A).
- I) Sub-recipient may not sell, trade, or otherwise transfer all or any such portion of CDBG funds to another entity in exchange for any other funds, credits or non-Federal considerations, but must use CDBG funds for activities eligible under Title I of the Housing and Community Development Act of 1974 and as outlined in this Agreement.
- J) Prior to entering into this Agreement and providing CDBG funding to a private, for-profit entity under section 105(a)(17) of Title I of the Housing and Community Development Act of 1974, the County shall evaluate the CDBG activity in accordance with Appendix A to 24 CFR Part 570.
- K) Sub-recipient shall not use CDBG funds for any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use.
 - (1) Public use for purposes of eminent domain **shall not be construed** to include economic development that primarily benefits private entities.
 - (2) Sub-recipient's use of CDBG funds for mass transit, railroad, airport, seaport or highway projects, as well as utility projects which benefit or serve the general public, other structures designated for use by the general public, or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownsfield as defined in the Small Business Liability Relief and Brownsfield Revitalization Act **shall be considered** a public use for purposes of eminent domain.
- 13) Pursuant to 24 CFR 570.612, Sub-recipient may not expend any funds under this Agreement for the planning or construction of water or sewer facilities until the County receives written notification from HUD of the release of funds on completion of the review procedures required under Executive Order 12372 and the implementing regulations at 24 CFR Part 52. "Water or sewer facilities" shall include storm sewers and all sanitary sewers, but do not include water and sewer lines connecting a structure to the lines in the public right-of-way or easement. County shall notify Sub-recipient when such a release has been received from HUD.

- 14) **LAKE COUNTY CONTRACT COMPLIANCE:** Sub-recipient shall comply with the Lake County Contract Compliance Package contract requirements, including, but not limited to, bonding, environmental acts, Section 3 of the Housing and Urban Development Act of 1968, equal employment opportunity, labor standards, and prevailing wage. The Lake County Contract Compliance Package, including its appendices, is attached to this Agreement as Attachment E and incorporated herein by reference.
- 15) **NON-DISPARAGEMENT**
- A) Sub-recipient agrees that it shall take no action which is intended, or would reasonably be expected, to either defame or disparage the County or any of County's employees.
 - B) For purposes of this provision:
 - (1) "Disparage" shall mean the making of any false statement, written or oral, about the County's ability to perform its duties under the CDBG Program, this Agreement, or any responsibilities related thereto.
 - (2) "Defame" shall mean the making of any slanderous or libelous statement that damages the reputation of the County or its employees.
 - C) The County will report all incidences of disparagement or defamation to the Housing and Community Development Commission and the County Board as part of the Grant Performance Update.
 - D) Sub-recipient and the County hereby agree and acknowledge that this non-disparagement provision is a material term of this Agreement, the absence of which would have resulted in either party refusing to enter into the Agreement.
 - E) This non-disparagement provision shall remain enforceable throughout the term of this Agreement and for a period of twelve (12) months after the termination of this Agreement.
 - F) Nothing herein shall prevent Sub-recipient from making any truthful statement in connection with any legal proceeding or investigation by the County, HUD, or any other governmental authority.
- 16) **SEVERABILITY:** If a provision of this Agreement is or becomes illegal, invalid, or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision of this Agreement, or the validity or enforceability in other jurisdictions of that or any other provision of this Agreement.
- 17) **SECTION HEADINGS:** The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.
- 18) **WAIVER:** County's failure to act with respect to a breach by the Sub-recipient does not waive County's right to act with respect to subsequent or similar breaches. The failure of the County to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

- 19) **COMPLETE AGREEMENT**: This Agreement, along with any exhibits, appendices, addenda, schedules, and amendments hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written. The parties hereby acknowledge and represent, by affixing their signatures hereto, that said parties have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Agreement, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of this Agreement. The parties hereby waive all rights and remedies, at law or in equity, arising or which may arise as the result of a party's reliance on such representation, assertion, guarantee, warranty, collateral contract or other assurance, provided that nothing herein contained shall be construed as a restriction or limitation of said party's right to remedies associated with the gross negligence, willful misconduct or fraud of any person or party taking place prior to, or contemporaneously with, the execution of this Agreement.
- 20) **EFFECTIVE DATE**: This Agreement shall become effective and fully enforceable upon the signature of the Lake County Community Development Administrator and the authorized representative of the Sub-Recipient.

IN WITNESS WHEREOF, the parties hereto have entered into this agreement as of the date recited below.



Jodi Gingiss
Lake County Community Development
Administrator

12/23/15

Date

Sub-recipient Signature

Sub-recipient Name (Print or Type)

Title of Signer, Sub-recipient (Print or Type)

Date

LIST OF ATTACHMENTS

ATTACHMENT A – Lake County CDBG Program Policies, Articles II through VII

ATTACHMENT B – Sub-recipient’s Budget

ATTACHMENT C – Drug Free Workplace Certification

ATTACHMENT D – Schedule of Activities

ATTACHMENT E – Lake County Contract Compliance Package

**ATTACHMENT A
LAKE COUNTY COMMUNITY DEVELOPMENT
PROGRAM POLICIES**

I. SUBGRANTEE AGREEMENTS

A. Grant Conditions

1. For successful applicants, the Lake County Housing & Community Development Commission ("Commission") reserves the right to specify special grant conditions and terms of the grant agreement. No project costs may be incurred prior to authorization by the Commission, and the return of the fully executed Sub-grantee Agreement.

In addition, sub-grantees may not incur costs until all required documents have been completed and approved, Federal, State and Local approval and clearances have been obtained and all regulatory conditions satisfied. Failure to comply with these mandates may result in the forfeiture of allocated CDBG funding.

2. Community Development staff reserves the right to monitor all sub-grantee files pertaining to CDBG funding and applicable federal laws and regulations (i.e. EEO, Davis-Bacon, income limit verifications, Section 3, NEPA, etc.). Sub-grantees must keep accurate and complete records regarding their CDBG funded projects.

B. Return of Agreement

1. All sub-grantees shall have a maximum of forty five (45) days from the mailing date of such Sub-grantee Agreements to properly execute and return said Agreements to the Commission.
2. Sub-grantee Agreements must be signed and returned to the CDBG staff within the specified 45 day period except upon notification otherwise from the Commission. Activities may not be started until Agreements have been signed and returned to Lake County. Failure to return a signed Agreement within the specified period will automatically void funding approval for that year.

II. CHANGE OF APPROVED ACTIVITY

A. Circumstances Under Which A Change May be Requested

Sub-grantees may, upon approval of the Commission, substitute a project eligible under HUD regulations and Lake County CDBG Policies, provided the new project qualifies and ranks sufficiently high under the same category funded by the Commission for the year in which the original project was funded.

New projects shall be allowed only if:

- 1) The original project becomes infeasible to implement;
- 2) Changes in the scope of the project require that a different activity be carried out; or
- 3) An activity of a more urgent nature should arise

B. Procedures to Initiate Request for Change

Any sub-grantee who determines that an alternate project is necessary shall, within 12 months from the date the Sub-grantee Agreement was executed, submit in writing to the Commission:

- 1) The factors causing a request to change from the original project;
- 2) The amount of funds expended or encumbered by the original project;
- 3) Description detailing the impact of the proposed changes on the original project;
- 4) Documentation that the alternate project has been approved by the appropriate governing body of the sub-grantee; and
- 5) A specific explanation of the alternate project, the cost and time necessary to carry out the project.
- 6) Source of funds for the alternate project, including cost for the County to complete a second environmental review (where applicable).

C. Evaluation of Alternate Project

Upon receipt of the required information, the staff shall use the project selection criteria of the Year the original project was funded to review the alternate project.

If the dollar value of the points earned, where applicable, is equal to or exceeds the original dollar value earned minus any expended funds, the alternate project may receive the original funding amount, less any funds expended from the original funding amount.

If the dollar value of points earned for the alternate project is less than the original value minus any expended funds, this lesser amount will be awarded.

If there is an excess of funds resulting from the difference between the original and alternate projects after all expenditures have been deducted from the original project, the remaining funds shall be reallocated to the budget for the following CDBG Program year.

D. Consideration of Alternate Projects by Commission

Upon review of the written request for approval of an alternate project, the staff shall submit, in writing, its finding to the Commission.

The Commission shall consider all information submitted and may request additional information. The Commission may make modifications to the request as a part of its decision to grant requests for alternate projects.

All decisions shall be recorded in the minutes of the meeting and shall be forwarded directly to the sub-grantee upon request.

III. TIMING OF COMMUNITY DEVELOPMENT PROJECTS

A. Failure to Initiate Project

Sub-grantees are required to initiate their projects within 18 months from the start date of the program year. If a sub-grantee has not initiated its project within the 18 months following the start

date of the program year such sub-grantee shall, upon notice from the Commission, forfeit its right to expend any of the funds awarded. All forfeited funds shall be reallocated to the budget for the following CDBG program year.

B. Time Extension for Initiating Project

When legitimate reasons exist and are documented, the Commission may, upon request of the sub-grantee, grant an extension of not more than four (4) months. Requests for extensions shall be in writing and shall accurately detail the situation or circumstances which have prevented the initiation of the project. The Commission shall either grant or deny such requests. The decision of the Commission shall be final and binding on all parties.

C. Failure to Initiate Project Within Extended Time

When the Commission grants an extension and the sub-grantee fails to initiate the project within the time specified by the Commission, the sub-grantee shall forfeit its right to expend any funds. No further extensions shall be granted, and the forfeited funds shall be reallocated to the budget for the following CDBG Program year.

D. Completion of Projects

All projects shall be completed within eighteen (18) months after the start date of the program year in which the project was originally funded unless otherwise documented in the Sub-recipient Agreement. Funds remaining upon completion will be recaptured and allocated to following year's budget. Written notice of such action will be provided to the sub-grantee.

E. Extension of Time for Completion of Project

When a sub-grantee does not complete its project within eighteen (18) months or other timeline stated in the Sub-recipient Agreement, the sub-grantee shall forfeit its right to use the remaining funds. When unusual circumstances exist and can be documented, the sub-grantee may request an extension from the Commission. All such requests shall be in writing and shall accurately and clearly detail the circumstances that have prevented completion of the project. The Commission may, upon review, grant an extension. Whenever a forfeiture of funds occurs, the remaining funds shall be reallocated to the budget for the following CDBG Program year.

IV. PROGRAM INCOME

A. Income Which May Be Used to Continue CDBG Projects

1. Financial returns generated from any Block Grant funded activity must be reported as program income. An exception is receipts derived from the operation of public works and facilities acquired or constructed in whole or in part under the Block Grant program.
2. Program income in the form of (1) proceeds from the disposition of real property, (2) payment of principal and interest on rehabilitation loans, and (3) interest earned on revolving funds shall be retained by the sub-grantee and used for continuation of its approved, CDBG eligible activity(ies), unless otherwise directed by the County.
3. Program income must be spent before additional Block Grant funds are drawn, and must be reported to the County at least monthly.

4. If the sub-grantee has completed its Block Grant project(s), program income will be returned to Lake County for reallocation.
 5. Program income may not be used for any purpose other than approved, eligible CDBG activities.
- B. Income Which Must Be Returned to Lake County**

Program income in the form of interest earned on grant funds advanced to the sub-grantee shall be returned to Lake County which will return said interest to the Federal Government.

V. GRIEVANCE PROCEDURE

Anyone who has found unresolvable differences with any portion of Lake County's Housing & Community Development procedures can begin grievance procedures with a presentation to Community Development staff. After presentation and review with staff members, the grievant may request permission to appear on the agenda of the Commission to present its position at the Commission's next regular (or specially called) meeting. This request may not be denied. A staff recommendation will accompany the grievant's presentation.

Following such presentation to the Subcommittee, the majority of Subcommittee members present will make a further recommendation to the full Commission. The grievant will then be allowed to present its position to the full Commission at its next regular (or specially called) meeting. This presentation will be accompanied by both staff and Subcommittee recommendations. To allow a variance, on a case-by-case basis, from Commission By-Laws, Policies or Evaluation Criteria, a simple majority vote is required.

At this point, if the difference has not been resolved to the grievant's satisfaction, further appeal may be directed to Lake County's Representative, Community Planning and Development, U.S. Department of Housing and Urban Development, Chicago Office, Region V, 77 W. Jackson Boulevard, Chicago, IL 60604-3507.

VI. DEFINITION OF TERMS

- A. Initiate - a project or activity is initiated when the sub-grantee has incurred cost.
- B. Specifically, construction activities that involve rehabilitation, demolition, etc. begin with the awarding of the construction contract.
- C. Specifically, CDBG public service activities begin with the provision of the CDBG eligible, reimbursable services. In the case of equipment (integral structural furnishings) acquisition, this activity would begin when a contract for the purchase of the equipment has been executed.

ATTACHMENT B – CDBG Project Budget

**ATTACHMENT B
PROJECT BUDGET
CDBG PROJECT C1417R
BANGS LAKE DRAIN & 555 WILLOW ROAD STREAMBANK STABILIZATION
VILLAGE OF WAUCONDA**

Construction

Bangs Lake Drain Streambank Stabilization	\$117,560
555 Willow Road Streambank Stabilization	\$35,500
Subtotal	\$153,060
Contingency (10%)	\$15,300
Total Estimated Construction Cost	\$168,360
Bidding & Construction Engineering	\$15,354
TOTAL PROJECT COST	\$183,714

CDBG – Attachment C

LAKE COUNTY CERTIFICATION REGARDING DRUG FREE WORKPLACE REQUIREMENTS

Pursuant to 24 CFR 21, the subrecipient will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about:
 - a) The dangers of drug abuse in the workplace;
 - b) The subrecipient's policy of maintaining a drug-free workplace;
 - c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will:
 - a) Abide by the terms of the statement; and
 - b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted:

CDBG – Attachment C

- a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - b) Requiring such an employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement or appropriate agency;
7. Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs 1,2,3,4,5 and 6.
8. The subrecipient may insert, in the space provided below, the site(s) for the performance of work done in connection with this specific CDBG-assisted project:

Place of performance (street address, city, county, state, zip code):

Check _____ if there are workplaces on file that are not identified here;
and

The subrecipient will comply with the other provisions of the Act and with other applicable laws.

Signature

Date

Authorizing Official Name

Authorizing Official Title

CDBG – Public Improvements

Attachment D: Schedule of Activities

**ATTACHMENT D
PROJECT SCHEDULE
CDBG PROJECT C1417R
BANGS LAKE DRAIN & 555 WILLOW ROAD STREAMBANK STABILIZATION
VILLAGE OF WAUCONDA**

2016					
Activity	January	February	March	April	May
1. Execute Subrecipient Agreement/Advertise Project for Bids					
2. Award Contract/Begin Construction					
3. Complete Construction					

AGENDA SUPPLEMENT

TO: Mayor Bart and Village Board

FROM: Douglas K. Maxeiner, Village Administrator

FOR: January 19, 2016 Village Board Meeting

RE: Consideration and Approval of an Intergovernmental Agreement between the Village of Wauconda and the Village of Port Barrington Relative to a Shared Administrative Adjudication System/Code Hearing Department and Ordinance Enforcement Services

Background. The Village of Port Barrington is requesting the consideration of an Intergovernmental Agreement (IGA) with the Village of Wauconda to allow a Wauconda Community Service Officer (CSO) or Wauconda Patrol Officer to provide code compliance services to Port Barrington. The request also includes allowing Port Barrington to participate in the administrative adjudication process. Both services would be for a fee to cover the Village of Wauconda's expenses. Port Barrington Village President Shannon Yeaton and Trustee Keith Vogeler detailed their request at the September 1, 2015 Village Services Committee meeting.

Analysis. Attorney Magna has prepared a draft IGA for consideration and action by the Village Board. The IGA addresses the provision of services of up to four hours a month to Port Barrington and the reimbursement of costs for the hearing officer, patrol officer and CSO. It also provides the requisite indemnifications and protections for Wauconda.

Recommendation. Staff recommends consideration and approval of the ordinance and IGA.

ORDINANCE NO. 2016-O-___

**AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF WAUCONDA AND THE VILLAGE OF PORT BARRINGTON
RELATIVE TO A SHARED ADMINISTRATIVE ADJUDICATION SYSTEM/CODE HEARING
DEPARTMENT AND ORDINANCE ENFORCEMENT SERVICES**

WHEREAS, the Corporate Authorities of the Village Wauconda are authorized to enter into this Intergovernmental Agreement pursuant to the Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.; and

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

SECTION I: That the attached "Agreement" between the Village of Wauconda and the Village of Port Barrington be and is hereby approved and ratified.

SECTION II: That the Mayor is hereby directed and authorized to execute said Agreement on behalf of the Village of Wauconda and the Clerk shall attest to his signature and affix the seal of the Village to her certification.

SECTION III: That the Agreement shall be executed in several duplicate originals and duplicates of the executed agreement shall be delivered to all parties thereto.

SECTION IV: That this ordinance be in full force and effect from and after its passage and approval as required by law.

PASSED this 19th day of January, 2016.

	Ayes:	Nays:	Absent/Abstain:
Lincoln F. Knight	_____	_____	_____
John F. Barbini Ed. D	_____	_____	_____
Linda Starkey	_____	_____	_____
Ken Arnsward	_____	_____	_____
Chuck Black	_____	_____	_____
Tim Howe	_____	_____	_____

APPROVED:

By: _____ Date: January 19, 2016
FRANK A. BART, Village President

ATTEST:

By: _____
GINA STRELECKI, Village Clerk

Presented and read, or reading having been waived, at a duly convened meeting of the Corporate Authorities on January 19, 2016.

GINA STRELECKI, Village Clerk

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF WAUCONDA AND THE VILLAGE OF PORT BARRINGTON
RELATIVE TO A SHARED ADMINISTRATIVE ADJUDICATION SYSTEM/
CODE HEARING DEPARTMENT AND ORDINANCE ENFORCEMENT SERVICES

THIS AGREEMENT (the "Agreement") entered into on this ___ day of _____ 2016, by and between the Village of Port Barrington ("Port Barrington"), and the Village of Wauconda ("Wauconda"), both of which are Illinois municipal corporations.

WITNESSETH:

WHEREAS, Article VII, Section 10, of the Constitution of the State of Illinois of 1970, provides that units of local government may contract or otherwise associate among themselves to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues and other resources to pay costs related to intergovernmental activities and 5 ILCS 220/1, et seq. further authorizes Intergovernmental Cooperation; and

WHEREAS, the establishment of an adjudication court system and code hearing department has been beneficial to the residents and businesses located in Wauconda by providing an efficient, cost-effective, and convenient venue for the enforcement of certain local ordinances, by means of a code hearing department and administrative adjudication system rather than resolving such matters through the circuit courts; and

WHEREAS, Wauconda and Port Barrington are Illinois municipalities or units of local government as provided in Article VII of the 1970 Illinois Constitution; and

WHEREAS, the Illinois Intergovernmental Cooperation Act (the "Act"), 5 ILCS 220/1 et seq., provides further authority for intergovernmental cooperation, and Section 5 of the Act, 5 ILCS 220/5, specifically provides authority for the formation and execution of intergovernmental contracts; and

WHEREAS, Wauconda and Port Barrington are authorized and empowered to enter into this Intergovernmental Agreement; and

WHEREAS, Port Barrington desires that Wauconda provide Port Barrington with the services of a Wauconda community service officer or patrol officer for up to four (4) hours per month for the purpose of ordinance enforcement relative to alleged violations of the ordinances of Port Barrington which are permitted by law to be heard in a code hearing department/administrative adjudication system, and Wauconda agrees to provide such services to Port Barrington pursuant to the terms of this Agreement; and

WHEREAS, Port Barrington finds that it is more efficient, cost-effective, convenient, and in the best interests of the Village and its residents to participate with Wauconda in the local adjudication of certain local ordinance violations through Wauconda's previously established administrative adjudication court system, and Wauconda desires to permit the Port Barrington to utilize its administrative adjudication court system for prosecution of certain local ordinance violations; and

WHEREAS, the respective Corporate Authorities of both Wauconda and Port Barrington have authorized and approved the terms, provisions, and conditions of this Agreement:

NOW THEREFORE, in consideration of the mutual covenants and promises contained within this Agreement, the Village of Wauconda and the Village of Port Barrington, agree as follows:

SECTION A: RECITALS

A(1): The parties hereto find that the recitals set forth above are true and correct and hereby incorporate them into the body of this Agreement to the same extent as if each had been fully set forth in its entirety herein.

SECTION B: PARTICIPATION BY PORT BARRINGTON IN WAUCONDA'S ADMINISTRATIVE ADJUDICATION COURT SYSTEM AND CODE HEARING DEPARTMENT

- B(1): Wauconda agrees to permit and hereafter during the term of this Agreement Port Barrington shall be permitted to participate fully and utilize the administrative adjudication court system and code hearing department previously established by Wauconda for the purpose of ordinance enforcement relative to alleged violations of the ordinances of Port Barrington which are permitted by law to be heard in a code hearing department/administrative adjudication system.
- B(2): All administrative adjudication hearings shall be conducted in the Wauconda Village Hall.
- B(3): The hours that the code hearing department/administrative adjudication system hearings are scheduled to be in session shall be prominently posted by both Port Barrington and Wauconda at the respective Village halls and at the Wauconda police department. The schedule shall be established and provided by Wauconda. Hearings are presently scheduled on the _____ of each month at ___ a.m., subject to adjustment at the request of the Hearing Officer.
- B(4): Port Barrington shall utilize forms of summonses, subpoenas, orders and the like and shall keep sufficient copies of all adjudication court forms available at its Village Hall. The above-described forms shall be similar to the forms currently used by Wauconda.
- B(5): At the discretion of the Administrative Hearing Officer, the Wauconda administrative adjudication cases will be heard first, followed by the administrative adjudication cases of Port Barrington.
- B(6): The Administrative Hearing Officer shall be selected and paid by Wauconda and shall have all of the authority, duties and responsibilities established by the enabling Illinois statutes and the respective ordinances of each village establishing their respective administrative adjudication systems and code hearing departments for prosecution of certain local ordinance violations, subject to the terms hereof.

- B(7): Wauconda shall provide general clerical assistance and security to maintain order during the sessions of the Administrative Adjudication System and Code Hearing Department, as deemed necessary by Wauconda.
- B(8): Port Barrington shall provide the citations, backup information and disposition sheets for each case at least two (2) full business days prior to each scheduled hearing date so that Wauconda can prepare the call sheet for that hearing date.
- B(9): Each village shall designate a contact person for receiving queries and exchanging of information relative to services performed under this Agreement.
- B(10): Except as otherwise specifically provided in this Agreement, Wauconda's Chief of Police shall make the final and conclusive determination in the event of a dispute between Wauconda and Port Barrington as to the extent of the duties and functions to be provided to Port Barrington by Wauconda, the standards of performance, and level or manner of performance of such duties and functions pertaining to the operation of this Agreement, provided that such duties and functions are performed in a manner and at a level which is consistent with customary and good municipal and police practices.
- B(11): Wauconda's Chief of Police shall determine what level of services, if any, will be provided to Port Barrington based on the manpower needs of the Wauconda Police Department and the availability of personnel to address the needs of Port Barrington. Any reduction in services to Port Barrington will be accompanied by a commensurate adjustment in monthly billing to Port Barrington.
- B(12): Port Barrington shall have no recourse relative to the inability of Wauconda and the Wauconda Police Department to perform the services which are the subject of this Agreement, other than termination of this Agreement pursuant to the terms hereof.
- B(13): Wauconda shall establish and maintain a records system for processing data relative to the Port Barrington cases heard in the Wauconda administrative adjudication system, including incidents of arrest, reports of crime, and disposition of cases and provide information regarding such cases to Port Barrington upon request.
- B(14): Wauconda shall provide prompt (same or next day) notification to the Village of Port Barrington, and where necessary or appropriate, to the Lake or McHenry County Sheriffs of unusual incidents encountered by its community service officer or patrol officer via email.
- B(15): Wauconda shall furnish the recording device(s) and recording media for the administrative adjudication system /code hearing department hearings. Copies of recordings of hearings shall be made available in a timely manner to Port Barrington for its cases upon request.
- B(16): The expense of any court reporter required by statute for any particular prosecution of a Port Barrington case or to prepare a transcript for a pending administrative review shall be borne by Port Barrington for that case.

- B(17): Port Barrington will provide the necessary staff at each hearing to administer collection of any fines or penalties levied on behalf of Port Barrington by the Hearing Officer, or respondent may be directed to pay fines directly to the Village of Port Barrington at the Port Barrington Village Hall during its regular business hours.
- B(18): Port Barrington shall provide its own prosecutors and all witnesses and staff necessary for the prosecution of any and all charges brought by Port Barrington for adjudication.
- B(19): In the event of an appeal being filed under the Administrative Review Act from any decision of the Administrative Hearing Officer or other claims, causes of action or lawsuits filed in a court of law relative to any administrative adjudication case brought by Port Barrington, Port Barrington shall have sole responsibility for defending such appeal or other action.

SECTION C: ORDINANCE ENFORCEMENT SERVICES TO BE PROVIDED BY WAUCONDA TO PORT BARRINGTON

- C(1): Wauconda shall provide the following services to Port Barrington: One (1) uniformed community service officer or patrol officer with a marked squad car for up to four (4) hours per month to provide on-site presence within the corporate limits of the Village of Port Barrington for purposes of ordinance enforcement for those alleged violations of the Port Barrington Code of Ordinances which are permitted by law to be prosecuted through Wauconda’s administrative adjudication code hearing department and/or Wauconda’s administrative adjudication system.
- C(2): Except as otherwise specifically provided in this Agreement, Wauconda’s Chief of Police shall make the final and conclusive determination in the event of a dispute between Wauconda and Port Barrington as to the extent of the duties and functions to be provided to Port Barrington by Wauconda, the standards of performance, and level or manner of performance of such duties and functions pertaining to the operation of this Agreement, provided that such duties and functions are performed in a manner and at a level which is consistent with customary and good municipal and police practices.
- C(3) Wauconda’s Chief of Police shall determine what level of services, if any, will be provided to Port Barrington based on the manpower needs of the Wauconda Police Department and the availability of personnel to address the needs of Port Barrington. Any reduction in services to Port Barrington will be accompanied by a commensurate adjustment in monthly billing to Port Barrington.

SECTION D: TERM OF AGREEMENT

- D(1): The term of this contract shall be from _____, 2016 to _____, 2017.
- D(2): Unless otherwise terminated by any party, this Agreement shall be for a term of one (1) year from the Effective Date and shall be automatically renewed for additional one (1) year periods until and unless either party serves notice upon the other party of its decision not to renew this Agreement, said notice to be served at least one hundred twenty (120) days prior to the anniversary date of the

Effective Date, or any extension thereof.

SECTION E: COSTS AND INVOICING FOR SAME

- E(1): For the services to be provided to Port Barrington under the terms of this Agreement, Port Barrington shall pay to Wauconda the following amounts pursuant to the terms set forth below:
- E(2): Wauconda will continue to pay the charges submitted by the Hearing Officer currently at \$ _____ per hour. Port Barrington will reimburse Wauconda for one (1) hour of the Hearing Officer's time (currently \$ _____) per month, which shall be payable by Port Barrington within forty-five (45) days after Port Barrington's receipt of an invoice therefor from Wauconda.
- E(3): Wauconda's Administrative Hearing Officer shall also assess and impose a \$25.00 system charge for use of Wauconda's code hearing department/administrative adjudication system on each respondent found liable (i.e., guilty) in a case heard by the Administrative Adjudication Officer, in addition to such fines as may be imposed on such respective respondent as required by the Port Barrington Code of Ordinances, and such system charge shall be collected by Port Barrington from the respondents, usually when the fines assessed on the respondent are paid to Port Barrington. Port Barrington shall pay to Wauconda all such administrative adjudication system charges collected by it on a monthly basis within thirty (30) days after the close of each month.
- E(4): In consideration of the services rendered to Port Barrington by the Wauconda community service officer ("CSO") or patrol officer pursuant to the terms of this Agreement, Port Barrington shall compensate Wauconda at the rate of \$ _____ per hour of CSO time and \$ _____ per hour of Patrol Officer time spent in serving Port Barrington, including but not limited to attending to administrative duties such as preparing and/or assembling documentation related to Port Barrington cases and for appearance(s) before Wauconda's Administrative Hearing Officer when, on occasion, the CSO and/or patrol officer's appearance is required in a particular Port Barrington case. The hourly rate charged by Wauconda for the services of the CSO and patrol officer is subject to change by the Wauconda Village Board from time to time.
- E(5): Port Barrington shall also reimburse Wauconda for certain incidental costs of providing the services provided for by this Agreement, including but not limited to the cost of duplication of hearing recordings when requested by Port Barrington, a respondent, and/or in order to respond to a FOIA request.
- E(6): The Village complies with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, et seq.) (the "Act"), which provides that any bills approved for payment shall be paid within thirty (30) days after date of approval. All invoices from Wauconda received by Port Barrington shall be payable pursuant to the Act. Delinquent payments shall also be subject to the provisions of the Act.
- E(7): In the event that any invoice provided to Port Barrington becomes delinquent, in whole or in part, Wauconda may terminate this Agreement upon sixty (60) days written notice to Port Barrington. If Port Barrington fails to cure any such deficiency within such sixty (60) day time period, such termination shall be effective upon the expiration of the sixty (60) day period.

SECTION F: INDEMNIFICATION

- F(1) Port Barrington shall defend, indemnify and hold harmless Wauconda, and its elected officials, officers, agents and employees, from any and all liability, losses, costs, damage or expense, or injury to person or property, including reasonable attorneys' fees, arising out of the execution of this Agreement, the performance of any act pursuant to this Agreement, or the termination of this Agreement in accordance with its terms, with the exception of any liability, losses, costs, damage or expense, or injury to person or property arising out of or resulting from either: (1) the sole action, negligence, malfeasance, or misfeasance of Wauconda, or its officers, agents and employees in the performance or non-performance of any act pursuant to this Agreement; or (2) from Wauconda's inability or failure to perform its obligations under this Agreement.
- F(2) Wauconda shall defend, indemnify and hold harmless Port Barrington, and its elected officials, officers, agents and employees, from all and any liability, losses, costs, damage or expense, or injury to person or property, including reasonable attorneys' fees, arising out of or resulting from the sole action, negligence, malfeasance or misfeasance of Wauconda or its officers, agents or employees in the performance or non-performance of an act pursuant to this Agreement or Wauconda's inability or failure to perform any provisions of this Agreement.
- F(3) The indemnification provided for in this Section is for the performance or omission of any act pursuant to this Agreement or the termination of this Agreement according to its terms. Any liability of one Party to the other incurred during the term of this Agreement, or any extensions hereof, shall not be extinguished and such liability shall survive any termination of this Agreement, notwithstanding any termination of this Agreement pursuant to any of the provisions of Paragraph G hereof.
- F(4) Except as provided in this Section F of this Agreement, Wauconda shall have no liability to Port Barrington for Wauconda's inability or failure to perform any of Wauconda's obligations as set forth in this Agreement which failure is the result of lack of manpower, staffing, or factors beyond Wauconda's reasonable control.

SECTION G: DEFAULT, TERMINATION AND CURE

- G(1) Each of the following acts, omissions or occurrences shall constitute an "Event of Default":
- (a) Failure or refusal by a Party to make any payments required under this Agreement when due, if such failure shall continue for a period of sixty (60) days; or
 - (b) Failure or refusal by either Party to perform or observe any other duty or obligation of this Agreement within thirty (30) days after receipt of notice thereof from the other Party. This notice shall specifically describe the duty or obligation which the other Party has allegedly failed or refused to perform or observe; if such default is cured by or on behalf of the defaulting Party within such thirty (30) day period, no Event of Default shall be deemed to have occurred. If the default is one which cannot be reasonably cured within thirty (30)

days and if the defaulting Party shall commence curing the default within such thirty (30) day period by the implementation of a remedial plan mutually agreed upon by the Parties, the thirty (30) day period shall be extended for such time as is reasonably necessary for curing the default, so long as the defaulting Party diligently proceeds to cure; if such default is cured within such extended period, no Event of Default shall be deemed to have occurred.

- G(2) The non-defaulting party may, at its option, in addition to all other rights and remedies provided for in this Agreement, or available by law or equity, including suits for damages and/or injunctive relief, terminate this Agreement by giving thirty (30) days written notice of termination to the other party in the manner provided below.
- G(3) If any Event of Default shall occur, and the defaulting Party fails to cure such default within thirty (30) days of notice thereof, or as otherwise provided in this Agreement, the defaulting Party shall be given notice of termination of this Agreement as follows:
- (a) Unless otherwise provided by proper written amendment to this Agreement duly authorized by the appropriate Corporate Authorities, in the Event of Default by any party hereto, this Agreement can only be terminated according to the following procedures:
 - (i) The Party desiring to terminate this Agreement by reason of another Party's Event of Default may terminate this Agreement by giving thirty (30) days written notice of termination to the other party in the manner provided below.
 - (ii) The notice shall set forth that the Party sending the notice is exercising its right to terminate this Agreement.
- G(4): Any party may also terminate this Agreement without cause by providing one hundred and twenty (120) days advance written notice to the other party. The purpose for this notice period is to ensure that the flow of cases being handled by the Administrative Hearing Officer is not interrupted, and such interruption will not cause material harm to the administration of justice and prejudice to the parties to this Agreement or to the parties appearing before the Administrative Hearing Officer.

SECTION H. GENERAL PROVISIONS

- H(1): All terms and conditions of this Agreement are hereby made binding on the respective successors and assigns of all parties hereto.
- H(2): Paragraph titles are descriptive only and do not define or in any other way limit the contents of each paragraph. Words of the masculine gender shall be read to include the feminine and neuter genders, and the singular shall include the plural. The headings and captions of the paragraphs herein are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.
- H(3): This Agreement shall be governed by the applicable laws of the State of Illinois.

- H(4): This Agreement constitutes the entire agreement and understanding of the parties on the subject hereof and supersedes all prior agreements and understandings relating to the subject matter hereof.
- H(5): Nothing in this Agreement will create, or be construed or interpreted to create, any third-party beneficiary rights. Only the respective parties to this Agreement, and no third parties, shall have the right to enforce this Agreement.
- H(6): This Agreement shall be approved by the respective Corporate Authorities of the Parties and may be executed in one or more counterparts, each of which shall be deemed to be an original.
- H(7): The parties agree to reasonably cooperate in a good faith effort to implement this Agreement. To this end the Chief of Police of Wauconda shall meet or confer regularly with the Village of Port Barrington Village President, to consider and reasonably act upon all questions of policy, practices, procedures, staffing, and personnel assignments relative to the intergovernmental services provided pursuant to this Agreement.
- H(8): Failure of a Party at any time to assert a right or remedy provided to it under this Agreement shall not be construed to waive any right to strict performance of the terms of this Agreement subsequent to such failure.
- H(9): Except as otherwise provided herein, this Agreement may be amended or extended only in writing with the approval of both Wauconda and Port Barrington.
- H(10): That in the event any provision of this Agreement is determined by a court of law to be invalid or unlawful, such provision shall be deemed to be stricken and severed from this Agreement and the remainder of this Agreement shall continue in full force and effect unless such stricken provision is of material significance to this Agreement.
- H(11): All notices required or permitted under this Agreement shall be in writing sent by Certified U.S. Mail, return receipt requested, postage prepaid, properly addressed as follows:

Village of Port Barrington
 Attn: Village President
 69 S. Circle Drive
 Port Barrington, IL 60010

Village of Wauconda
 Attn: Chief of Police
 101 N. Main Street
 Wauconda, IL 60084

IN WITNESS WHEREOF, THIS AGREEMENT IS HEREBY ACCEPTED AND AGREED TO by the undersigned municipal corporations who have caused this Agreement to be duly executed and attested, and the official seal of each village to be hereunto affixed on this ____ day of _____, 2016.

VILLAGE OF WAUCONDA

By: _____
Frank A. Bart, Mayor

ATTEST: _____
Its Village Clerk

(Seal)

VILLAGE OF PORT BARRINGTON

By: _____
Shannon Yeaton, Village President

ATTEST: _____
Its Village Clerk

(Seal)

AGENDA SUPPLEMENT

To: Mayor Bart and Village Board

Fr: Chris Miller, Director
Building, Planning & Zoning

For: 1-19-16 Village Board Public Hearing

Re: **Recycle Facility - Conditional Use Permit**
441 W. Bonner Road
Wauconda Recycle, Inc

Background: Pat Potempa, Owner of Wauconda Recycle, Inc. is requesting a Zoning Conditional Use Permit to allow him to operate a recycle facility at 441 W. Bonner Road in a portion of the former Chicago Cutlery Building. On December 2, 2015 the Plan Commission/Zoning Board of Appeals held a public hearing on the request. There were no objectors to the proposal, and after receiving testimony and discussions, the PC/ZBA voted to recommend that the Village Board approval the Conditional Use Permit, subject to a number of conditions.

The Plan Commission/ZBA's Written Recommendation and Findings of Fact are attached along with approved minutes from the public hearing.

Recommendation: Staff recommends the Village Board approve an ordinance granting the conditional use permit with the conditions set forth in the ordinance.

AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT FOR THE PURPOSE OF OPERATING A RECYCLE FACILITY, WITH CONDITIONS (Wauconda Recycling Center, Inc./Pat Potempa, Authorized Corporate Agent; 441 Bonner Road)

WHEREAS, Wauconda Recycling Center, Inc. (“Petitioner”) petitioned the Village of Wauconda for a Conditional Use Permit for the purpose of operating a Recycle Facility within the Limited Industrial District (LI) for the uses permitted thereunder and additional uses as provided in this Ordinance upon certain property legally described in Exhibit “A” (hereinafter “Subject Property”); and

WHEREAS, proper public notice, including publication in the Daily Herald on November 16, 2015 was given pursuant to law of said petition and public hearing thereon; and

WHEREAS, a public hearing was held before the combined Plan Commission/Zoning Board of Appeals of the Village of Wauconda on December 2, 2015; said hearing being in compliance with the laws of the State of Illinois and the ordinances of the Village of Wauconda; and

WHEREAS, the combined Plan Commission/Zoning Board of Appeals issued its Findings of Fact and Recommendations on said petition, attached hereto as Exhibit “B,” which found, among other findings, that the proposed conditional use to be within the intent of the Zoning Code; and

WHEREAS, the President and Board of Trustees concurs with the Findings of Fact and the relevant Recommendations submitted by the combined Plan Commission/Zoning Board of Appeals said Findings of Fact and Recommendations being attached hereto.

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

SECTION I: That the preceding “Whereas” clauses are hereby incorporated into this Ordinance as if it were fully set forth herein.

SECTION II: That the Real Estate which is the subject of this Ordinance is legally described in Exhibit “A” attached hereto and incorporated herein as if fully set forth in the body of this Ordinance (hereinafter “Subject Property”).

SECTION III: That a Conditional Use Permit is hereby granted to Petitioner for the purpose of operating a Recycle Facility consistent with this Ordinance. The Conditional Use Permit issued by this ordinance shall not run with the land and shall be personal to the Petitioner. The Corporate Authorities of the Village of Wauconda reserve unto itself the authority to permit the assignment of the conditional use permit upon good cause shown.

SECTION IV: The above Conditional Use granted herein shall be upon the restrictions and conditions stated below. A violation of any one or more of these restrictions or conditions shall be a basis upon which to revoke this Conditional Use Permit. The restrictions and conditions to which this Permit is subject are as follows:

1. Petitioner must register the business to be located upon the subject property with, and obtain all necessary permits from, the Illinois Environmental Protection Agency, as may be required by law;
2. For the duration of the Petitioner's operations on the subject property the Petitioner's operations shall be in full compliance with applicable Village parking regulations; provided that required Parking spaces may be on adjacent property with the written consent of the owner of such adjacent property. Petitioner shall verify to the Village such written consent upon the reasonable request of the Village;
3. Other than material accepted from customers, Petitioner shall not make or accept any deliveries of recycled or other material between 4:00PM and 6:00PM at the Bonner Road loading dock;
4. No outside storage shall be allowed on the property, whatsoever;
5. Petitioner shall install and maintain video cameras on the subject property, and such cameras shall be placed to provide coverage of the ingress and egress to the subject property and the building used by Petitioner for his business, and shall also monitor any location where recyclable material and other refuse may be abandoned;
6. The Petitioner shall comply with all Federal, State, County, and Village Statutes, Regulations, and Ordinances and will obtain all necessary permits;
7. That if any garbage, refuse, or incidental hazardous material not a part of Petitioner's usual and customary operations (for example a can of paint or similar incidental hazardous material) are abandoned, or otherwise placed on the subject property, such incidental hazardous wastes shall be removed from the subject property within 30 days, or earlier if required by any Federal, State, or local agency or regulations thereof.
8. The Petitioner shall not discharge into the public sewer or storm sewer system any refuse, waste, metal shavings, pollutants, or any other substance detrimental to the operation of the Wauconda publicly owned treatment.

SECTION V: 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 VI: 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 VII: That any person, firm or entity violating the terms and conditions of this Ordinance shall be subject to a fine not to exceed \$750.00 with each and every day that the violation exists constituting a distinct and separate offense under the terms of this Ordinance. In addition, the Corporate Authority may take whatever action or actions it deems appropriate to enforce the terms of this Ordinance, including an action for injunction. All attorney's fees and costs incurred by the Village in enforcing the terms of this Ordinance shall be paid by the violator.

SECTION VIII: 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 19th day of January, 2016

	Ayes:	Nays:	Absent/Abstain:
Lincoln F. Knight	_____	_____	_____
John F. Barbini Ed.D	_____	_____	_____
Tim Howe	_____	_____	_____
Linda Starkey	_____	_____	_____
Ken Arnsward	_____	_____	_____
Chuck Black	_____	_____	_____

APPROVED:

By: _____ Date: _____
Frank Bart, Mayor

ATTEST:

By: _____
Gina Strelecki, Village Clerk

Presented and read, or reading having been waived, at a duly convened meeting of the Corporate Authorities on January 19, 2016.

I hereby certify that the above ordinance was published in pamphlet form on _____, 2016 as provided by law.

Gina Strelecki, Village Clerk

EXHIBIT "A"

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY
(441 Bonner Road)

LEGAL DESCRIPTION

Approximately 3,969 sq. feet; being Space 1-D at 441 Bonner Rd. and being a part of:

Lots 18, 19, and 20 in Wauconda industrial park, being a subdivision of part of the southeast quarter, part of the southwest quarter and part of the northwest quarter of section 23, township 44 north, range 9 east of the third principal meridian, according to the plat thereof recorded April 27, 1964, as document 1223474, in book 39 of plats, page 37, excepting and reserving therefrom that portion of lot 19 of the land conveyed to the Village of Wauconda, Illinois by instrument recorded May 9th, 2001 as document No. 4688321, in Lake County, Illinois.

EXHIBIT "B"

**Combined Plan Commission/Zoning Board of Appeals Findings of Fact
and Recommendations**



To: Mayor Bart and Village Trustees
Village of Wauconda

Fr: Plan Commission/Zoning Board of Appeals
Village of Wauconda

Date: December 16, 2015

Re: **Findings of Fact and Zoning Recommendations**
Zoning Case #15-08
Conditional Use Permit, Wauconda Recycling Center
441 Bonner Road, PIN # 09-23-101-019

The Plan Commission / Zoning Board of Appeals (PC/ZBA) conducted a public hearing on the above referenced zoning case receiving testimony from the petitioner and the public on December 2, 2015. The subject property is located on the north side of Bonner Road approximately 400 hundred feet west of the intersection of Main Street (Old Rand Road) & Bonner Road. The subject property is in the Village's LI, Limited Industrial District and the LI District includes as a Conditional Use, a Recycling Center.

Plan Commission / Zoning Board of Appeals Recommendation and Findings

Conditional Use Permit Recommendation

The Plan Commission/Zoning Board of Appeals recommends that the applicant's request for the proposed Conditional Use be approved subject to 9 recommended conditions as follows:

1. Petitioner must register the business to be located upon the subject property with, and obtain all necessary permits from, the Illinois Environmental Protection Agency, as required by law;
2. The Petitioner must get a letter from the property owner verifying that permission will be granted for employee parking in the north parking lot, and further that the owner agrees that that such parking spaces devoted to employee parking cannot be counted toward the Village's minimum number of parking spaces if the abutting property is developed for any other use, and further, the letter must state whether permission is granted for access to the overhead door that faces Bonner Road, east of the subject property;
3. Other than material accepted from customers, Petitioner shall not make or accept any deliveries of recycled or other material between 4:00PM and 6:00PM at the Bonner Road loading dock;
4. No outside storage shall be allowed on the property, whatsoever;
5. Petitioner shall install and maintain video cameras on the subject property, and such cameras shall be placed to provide coverage of the ingress and egress to the subject property and the building used by Petitioner for his business, and shall also monitor any location where recyclable material and other refuse may be abandoned;
6. The Petitioner shall comply with all Federal, State, County, and Village Statutes, Regulations, and Ordinances and will obtain all necessary permits;
7. That if any garbage, refuse, or incidental hazardous material (for example a can of paint or similar incidental hazardous material) are abandoned, or otherwise placed on the subject property, such incidental hazardous wastes shall be removed from the subject property within 30 days, or earlier if required by any Federal, State, or local regulations or agency.
8. The Petitioner shall allow the Wauconda Public Works Department to inspect the floor drains for connection to the Village of Wauconda publicly owned sewer treatment works, and if the drains are so connected, follow all requirements of the Wauconda Public Works Director and Village of Wauconda ordinances and regulations to install a pretreatment facility or spill containment device for the subject property.
9. The Petitioner shall not discharge into the public sewer or storm sewer system any refuse, waste, metal shavings, pollutants, or any other substance detrimental to the operation of the Wauconda publicly owned treatment.

Findings of Fact for the Conditional Use Permit

Standard #1: Location. *The site shall be so situated that the proposed use is compatible with existing or planned future development of the area.* **Finding:** The Plan Commission/Zoning Board of Appeals (PC/ZBA) finds that sufficient testimony and supporting documents were presented to show that the proposed conditional use will be compatible with existing and planned future development for the area. As part of the Findings it is noted that the "location" of the subject property is one PIN Parcel that is part of a larger property with the same property owner that includes two additional PIN Parcels.

Standard #2: Zone requirements. *All regulations of the zone in which a conditional use is located shall apply to such uses, except where specifically amended by the conditions under which the conditional use permit is granted.* **Finding:** The PC/ZBA finds that sufficient testimony and supporting documents were presented to show that the conditional use is being planned with no proposed variations from the Village zoning regulations in the LI Limited Industrial Zoning District. As part of the Findings it is noted that the proposed Conditional Use will be within an existing building that is not being proposed to change in regard to the existing setbacks, or any of the other Bulk & Dimension Standard of the Village's Zoning Ord., and as such, the existing conditions either meet the zoning standards of the LI District, or remain as existing legal non-conforming conditions.

Standard #3: Lot area. *A conditional use shall be located on a lot or a zoning lot which conforms to the zone regulations, unless the area requirement is specified in this chapter.* **Finding:** The Plan Commission finds that sufficient testimony and supporting documents were presented to meet this Standard.

Standard #4: Application requirements. *An application for a conditional use permit shall be accompanied by the following information and exhibits:*

- a) *A plot plan of the proposed site and of the surrounding area within 300 feet of the site showing the location and name of all streets, easements and railroad or utility rights-of-way; the location of any subdivided lands; and the location of any parks, other public open spaces or uses, residences or other permanent structures;*
- b) *A drawing showing the proposed development of the site;*
- c) *Any additional information specified in this chapter for this particular use.*

Finding: The Plan Commission finds that sufficient testimony and supporting documents were presented to satisfy this Standard.

A copy of the Plan Commission/Zoning Board of Appeals (PC/ZBA) Minutes of the Public Hearing are attached to this Findings of Fact (FOF) Report, and the Minutes provide a Summary of the Petitioner's Testimony, a Summary of the Public Comments, and the PC/ZBA discussions and recommendation with conditions for the proposed Conditional Use for the Wauconda Recycling Center use.

Attachments: *(in zoning file)*

- 12/2/15 Plan Commission/ZBA Minutes
- Petitioner Zoning Application and supporting documents
- Village Director of Building, Planning & Zoning, Memo dated 11/30/15
- Village Planning & Zoning Consultants Memo dated 11/24/15 w/attachments

**VILLAGE OF WAUCONDA
PLAN COMMISSION/ZONING BOARD OF APPEALS
Meeting Minutes
December 2, 2015**

CALL TO ORDER:

Chairman Rob Fosness called the meeting to order at 7:00 p.m., and led everyone in the Pledge of Allegiance.

ATTENDANCE:

Roll Call was taken:

	Present	Absent
Cliff Babbey		X
Dave Jakubek	X	
Jeff Lockhart	X	
Frank Lahrman	X	
Brad Mayer	X	
Ricardo Vega	X	
Rob Fosness, Chairman	X	

Village Staff & Village Consultants Present: Chris Miller, Director of Building, Planning & Zoning, and Al Maiden Village Planning Consultant and Peter Karlovics, Village Attorney.

Others Present: see attached Attendance Sign-In Sheet

APPROVAL OF NOVEMBER 18, 2015 MINUTES:

Chairman Fosness asked the Members if there were any questions or concerns with the November 18, 2015 minutes as drafted. There were no additional comments. A motion was made by Jeff Lockhart, and seconded by Dave Jakubek to approve the minutes as presented. There was no further discussion and Chairman Fosness called for a voice vote. All Members present voted Aye and there were no Nays.

Findings of Fact Zoning Case #15-07, Zoning Map Amendment – R3 to RB, Village of Wauconda: Chairman Fosness asked the Members if there were any questions or concerns with the 11-30-15 draft Findings of Facts Memo for the November 18, 2015 Public Hearing for Zoning Case Number 15-07. There was a question concerning whether the repeated reference in the draft Findings of Fact that the requested zoning district included uses that were too intense would address the range of intensity issues that were raised at the public hearing such as traffic and property values. Mr. Miller responded that the references concerning the intensity of the range of uses in the requested district would include the range of the various intensity factors. There were no additional comments. A motion was made by Jeff Lockhart, and seconded by Frank Lahrman to approve the Findings of Fact and Zoning Recommendations as presented. There was no further discussion and Chairman Fosness called for a voice vote. All Members present voted Aye and there were no Nays.

Mr. Ray Feeney said that he is the owner of the property at 232 Sky Hill Road and said that he was out of town when the public hearing was held and asked if he could speak. Chairman Fosness stated that public comments for this matter was not on the Agenda for tonight's meeting and there would need to be a motion to allow him to speak, but noted that anything he would say would not change that already adopted Findings of Fact from the public hearing. A motion was made by Frank Lahrman and seconded by Dave Jakubek to open the floor for public comment. Mr. Feeney stated that he was disappointed and that he thought that he was doing everything right in consideration of the Village's Comprehensive Plan and that he was at a loss on what to do. Village Attorney, Peter Karlovics stated that the Plan Commission/Zoning Board of Appeals Recommendations and Findings of Fact will be presented to the Village Board and that it may be better if he directed his comments to the Village Board. Mr. Feeney thanked everyone and said he now understands and he will plan on attending the Village Board meeting.

PUBLIC HEARING: Zoning Case #15-08, A Conditional Use Permit Request for 441 Bonner Road for a Proposed Recycling Facility (PIN 09-23-101-019). (The following is a summary of the proceeding, and not a word for word transcript):

Chairman Fosness opened the Public Hearing and described the procedures that would be followed. Chairman Fosness requested all individuals who may present testimony or wanting to be heard regarding the petition to be sworn in. Two individuals stood and were sworn in by Village Attorney Karlovics. Chairman Fosness asked Director Miller whether proper procedures for a public hearing were followed. Director Miller stated that notice of the public hearing appeared in the Daily Herald on November, 16, 2015, and that the Village is in receipt of copies the green card return receipts for the certified mailings, and the property had been posted. Director Miller also stated that a copy of the application has been available at Village Hall for review since public notice appeared in the newspaper. Mr. Miller stated that he prepared a Summary Memorandum concerning the requested Conditional Use Permit (CUP) that was addressed to the Plan Commission/Zoning Board of Appeals and dated November 30, 2015. Mr. Miller also noted that at his request a Planning Consultants Review Memorandum dated November 24 had been prepared regarding the requested CUP and a copy of that Memorandum was included in the materials provided to the Plan Commission/Zoning Board of Appeals (PC/ZBA). Mr. Miller asked that these documents, along with a copy of the Application for the CUP be made a part of the Public Hearing records as Group Exhibit 1. Chairman Fosness thanked Mr. Miller and noted that the documents as part of Group Exhibit 1 will be accepted, and included as part of the Public records. Chairman Fosness then asked that anyone present for the Petitioner to step forward and make their presentation to the Plan Commission/Zoning Board of Appeals.

Petitioner Testimony:

Mr. Patrick Potempa testified that he has a lease agreement with the owner of the subject property with a PIN Number of 09-23-101-019, but he wanted to note that the owner of this one PIN also owns two abutting PINS, with one PIN (09-23-101-014) abutting the subject property to the north, and one PIN (09-23-101-032) abutting the subject property to the east. Mr. Potempa then submitted a Handout document to the PC/ZBA members and to the Village Staff and Consultants. Mr. Potempa noted that the first page of the Handout summarized the Primary Business Function to provide a local option to aid in the responsible recycling of Electronic Waste, as well as Ferrous and Non-Ferrous metals. Also on the first page he noted that he had summarized how the business would benefit the community not only from the local recycling opportunities, but also by occupying a vacant building with planned landscape enhancements and he will be looking to fill 5 full time jobs. Mr. Potempa then noted that the next three pages of the Handout provided written responses to the questions raised in the Village Planning Consultant's Memo. Mr. Potempa testified that initially he will be occupying a portion of the building with potential additional space to be leased in the future within the same building, and an Exhibit A was included to indicate the initial space and the potential expansion area. Mr. Potempa testified that for the types on material that will be recycled at this business that it does not require any permits from either SWALCO (the Solid Waste Agency of Lake County) or from the IEPA (Illinois Environmental Protection Agency). Mr. Potempa stated that the business hours would be from 7:00AM to 5:00PM Monday through Friday, and 8:00AM to 3:00PM on Saturdays. He noted that all material will be stored inside, and that he anticipates an average of about 50 customers per day that will enter off Bonner Road, and they will back up to the overhead door to unload their materials and once their transaction is completed they will exit to Bonner Road. Mr. Potempa then explained that the material will be separated until the material will be loaded a box truck or van trailer with outbound trips typically occurring on a daily basis. Mr. Potempa noted that if they ever close the use at this location their Closure Plan is simply to remove all materials from the property. Mr. Potempa noted that in the Handout there is also an Exhibit B. that is a SWALCO summary for Electronic Recycling that lists what is accepted and what will not be accepted. Mr. Potempa noted that in the Handout there is also an Exhibit C. where a paragraph is marked that stated that the Illinois EPA does not directly permit recycling centers. After Exhibit C. in the Handout, Mr. Potempa noted that there are several photographs taken at his other recycling center in Lynnwood, IL.

Mr. Miller then asked the Chairman to accept the Handout as Exhibit 2, and the Handout was accepted by the Chairman for the public record for the public hearing.

Chairman Fosness noted the acceptance of these documents as Exhibits as part of the Public Hearing Record and asked the members of the Plan Commission/Zoning Board Of Appeals if they had any questions before he opened the floor to Public Comments.

There was a question by the Plan Commission/Zoning Board of Appeals members related to potential fire hazards and Mr. Potempa stated that he had contacted the Fire Department and that they made a site visit that included Mr. Miller and the Fire Department Staff did not express any concerns. Other PC/ZBA Members had question regarding appearance if some customer comes with a large and the potential for materials to be left outside. Mr. Potempa explained that the business will have surveillance cameras both inside and outside of the building for security purposes and to enforce any illegal dumping of materials, and when they are not open for business there will be a security fence and gate. PC/ZBA Members had other questions including whether card board will be accepted. Mr. Potempa responded that card board is not a primary material that they look to recycle, but if they receive any, they will look to move it in a short period of time. There were also questions regarding the reference to employee parking to the north and the loading door just to the east of the subject PIN that is accessed from Bonner Road. The PC/ZBA noted that this employee parking and the loading dock are on property with PINs that were not included for the one PIN in the CUP Application. Mr. Potempa noted that these properties are all under one ownership and he had discussed the potential for the employee parking and having access to the subject loading dock and the property owner did not appear to object to these uses.

There were no further questions or discussion & Chairman Fosness opened the hearing to public comment.

Public Comments:

Mr. Glenn Swanson of 28631 W. Monroe Street stepped forward to offer some comments. Mr. Swanson noted that he is the Wauconda Township Supervisor and that the Township had provided recycling services in the past. Mr. Swanson also noted the location of the Township Offices on Bonner Road and his experiences with traffic backup on Bonner Road. He further stated that on Saturdays they often had over 100 cars dropping off things at their Township recycling center, and he noted that they had problems with illegal dumping at times.

Chairman Fosness asked if anyone else wanted to make a comment. Village Attorney Karlovics informed everyone that the minutes will summarize the comments made at the Public Hearing, but that if anyone wants to provide written comments that those written comments can be included in the documents provided to the Village Board. Hearing no further comments, Chairman Fosness closed the public hearing at 8:25 PM.

Member Discussion and Comments:

Chairman Fosness asked the Members if anyone had any questions. Several Members asked questions concerning possible opportunities for access and circulation from the abutting properties under the same ownership to Main Street. As part of the discussions it was noted that there appears to be some inconsistencies between the Plat of Survey that was prepared in 2001 and the Applicant's submitted Exhibit A, and the 2014 Aerial Photo that was included in the Village's Planning & Zoning Consultants. It was noted that on the Plat of Survey the building is shown as extending to the west property line, but on Exhibit A, and the Aerial Photo, the building appears to not extend to the west property line.

Chairman Fosness asked the Members if anyone wished to make a favorable motion to recommend approval of the applicant's request. Member Brad Mayer made a motion to recommend approval of the Applicant's request concerning the proposed Conditional Use Permit for the subject property subject to the following seven conditions:

1. Petitioner must register the business to be located upon the subject property with, and obtain all necessary permits from, the Illinois Environmental Protection Agency, as required by law;
2. The Petitioner must get a letter from the property owner verifying that permission will be granted for employee parking in the north parking lot, and further that the owner agrees that that such parking spaces devoted to employee parking cannot be counted toward the Village's minimum number of parking spaces if the abutting property is developed for any other use, and further, the letter must

state whether permission is granted for access to the overhead door that faces Bonner Road, east of the subject property;

3. Other than material accepted from customers, Petitioner shall not make or accept any deliveries of recycled or other material between 4:00PM and 6:00PM;
4. No outside storage shall be allowed on the property, whatsoever;
5. Petitioner shall install and maintain video cameras on the subject property, and such cameras shall be placed to provide coverage of the ingress and egress to the subject property and the building used by Petitioner for his business, and shall also monitor any location where recyclable material and other refuse may be abandoned;
6. The Petitioner shall comply with all Federal, State, County, and Village Statutes, Regulations, and Ordinances and will obtain all necessary permits;
7. That if any garbage, refuse, or incidental hazardous material (for example a can of paint or similar incidental hazardous material) are abandoned, or otherwise placed on the subject property, such incidental hazardous wastes shall be removed from the subject property within 30 days, or earlier if required by any Federal, State, or local regulations or agency.

The motion was seconded by Member Dave Jakubek. There was no further discussion, and Chairman Fosness asked for a roll call vote.

	AYE	NAY	Absent
Cliff Babbey			X
Dave Jakubek	X		
Jeff Lockhart	X		
Frank Lahrman	X		
Brad Mayer	X		
Ricardo Vega	X		
Rob Fosness, Chairman	X		

The motion was approved.

Chairman Fosness requested Director Miller and Attorney Karlovics to prepare written Findings of Fact and Recommendations for the Plan Commission/ZBA review at their next meeting.

ANNOUNCEMENTS:

Director Miller stated that he did not have any announcements at this time.

ADJOURNMENT:

A motion to adjourn was made by Member Frank Lahrman, and seconded by Member Ricardo Vega to adjourn the meeting.

Chairman Fosness called for a voice vote and all Members present voted in favor, none were opposed. The meeting adjourned at 8:50 pm.



SIGN-IN SHEET

VILLAGE OF WAUCONDA

PLAN COMMISSION – ZONING BOARD OF APPEALS

December 2, 2015

NAME	ADDRESS	PHONE#	EMAIL
DIEAN BLADE	215 DELIA DR	847-224-3302	Sblade@ukh-testone.net.com
Meghan Potempa	26728 N Cherry Chase Mundelein	312 513 9935	meghan.maryse.yakobson
Tim Potempa	"	708 567 5471	tridemontse@gmail.com
Sarah Potempa	25829 N. Arrowhead Mundelein	847-275-7589	m40.sarah@gmail.com
Patt Potempa	" "	847-331-5729	ppotempa90@gmail.com
JAN LEONARD	328 Stillwater Ct. WAUCONDA	847-687-2998	janleonard9@gmail.com
PAT FEENEY			
GLEN SWANSON			

AGENDA SUPPLEMENT

TO: Mayor Bart and Village Board

FROM: Douglas K. Maxeiner, Village Administrator

FOR: January 19, 2016 Regular Village Board Meeting

RE: Update on Intergovernmental Agreement with Lake Zurich for Consolidated Dispatch Services

Background. Staff met with Lake Zurich officials to discuss altering their current intergovernmental agreement template (attached) for the provision of consolidated dispatch services to Wauconda to incorporate the additional conditions recommended by the Wauconda Village Board. The discussions have been productive and the agreement is nearing its final form. Meanwhile, the Fire Protection District Board has approved the transition to Lake Zurich. Preliminary computer aided dispatch (CAD) updates are underway, telephone system and Starcom system upgrades are scheduled, and alarm accounts are being reviewed as part of the transition plan.

Analysis. With regard to the IGA with Lake Zurich, several changes have been proposed by Wauconda staff many of which have been agreed to by Lake Zurich, if not in its entirety, in concept. These proposed changes are as follow:

- Section 4. Proposed the addition of a separate fee and language for Public Works Callout. The agreed upon price is the same as an officer initiated call (\$14.06 per callout – 2016 prices). The parties have agreed.
- Section 5. Proposed the addition of Termination for Reasonable Cause using a three-step process. The first step is providing a notice of default for reasonable cause (defined as non-performance or documented poor performance for a three month period). The second step is to initiate a cure period where the defaulting party has 60 days to correct the default. Third and final step, if default has not been corrected, is to file an Intent to Terminate notice with separation to take place 90 days from the date of Termination Notice. The parties have agreed in concept. However, generally accepted performance standards for law enforcement dispatch operations have not been developed and are not currently available. The Association of Public-Safety Communications Officials (APCO) along with NENA (National Emergency Number Association) are in the process of developing generally accepted

performance standards but they are not available as of yet. The parties have agreed to jointly develop performance standards to incorporate in this agreement.

Section 5. Staff proposed the withholding or reduction of payment during termination proceedings until such time that separation has taken place and satisfactory services have been provided to encourage the service provider to continue to provide the best possible services during the separation process. The parties did not agree on this provision for two reasons: 1) Payment is made on May 1 for the entire fiscal year based on the prior year call volume. Withholding payment is likely impractical if the annual service fee is prepaid; 2) Lake Zurich was reluctant to allow the reduction or withholding of fees which could result in an weakening of contracts with other clients.

Section 7. Language was proposed to cap the annual fee adjustment to no more than 6% annually. The parties agreed to this annual cap and Lake Zurich provided additional information on prior adjustments which ranged from 1.5% to 2.0% in the seven years covered by the current and prior collective bargaining agreements.

Other information gained from Lake Zurich during these discussions included Lake Zurich's plans to hire one dispatcher early in the transition with first opportunity provided to displaced Wauconda dispatchers. Also, updated call volume using actual call data from calendar year 2015 shows the actual FY 2016/17 fee to be \$219,417 (for law enforcement dispatching) rather than the \$222,809 using a combination of nine months of actual data and three months of estimates for 2015.

Dispatch Services Agreement among the Village of Lake Zurich, the Village of Kildeer, and the Village of Hawthorn Woods

This Agreement is made and entered into as of this 9th day of September 2015, by and between the Village of Lake Zurich, Lake County, Illinois an Illinois municipal corporation ("Lake Zurich"), the Village of Kildeer, Lake County, Illinois, an Illinois municipal corporation ("Kildeer"), and the Village of Hawthorn Woods, Lake County, Illinois, an Illinois municipal corporation ("Hawthorn Woods") (Lake Zurich, Kildeer, and Hawthorn Woods shall be referred to collectively as the Parties"),

WITNESSTH

WHEREAS, Lake Zurich, Kildeer, and Hawthorn Woods entered into an agreement on July 19, 1993, under which Lake Zurich agreed to provide Kildeer and Hawthorn Woods with certain public safety radio Dispatch Services utilizing personnel and equipment maintained and operated by Lake Zurich (the "Existing Agreement"); and

WHEREAS, the Existing Agreement was slated to expire on April 30th, 2002 and was continued year-to-year as provided in the agreement; and

WHEREAS, Kildeer and Hawthorn Woods (collectively the "Recipients") desire to enter into this Agreement with Lake Zurich to continue the mutually beneficial arrangement regarding public safety radio Dispatch Services provided by Lake Zurich pursuant to the Existing Agreement; and

WHEREAS, the Parties have the power and authority to enter into this Agreement pursuant to the provisions of Article VII, section 10 of the Illinois Constitution of 1970, and the Illinois Intergovernmental Cooperation Act, as amended, 5 ILCS 220/1 et. Seq., and other applicable authority;

NOW, THEREFORE, for and in consideration of the mutual covenants herein made and pursuant to all applicable statutes and local ordinances, and for other good and valuable consideration the receipt and sufficiency of which are hereby mutually acknowledged, the Parties do hereby agree as follows:

Section 1. Recitals.

The foregoing recitals are by this reference incorporated herein and made a part hereof.

Section 2. Dispatch Services Provided by Lake Zurich.

Lake Zurich hereby agrees that its radio dispatchers/telecommunicators shall accept and monitor the Recipients' police and fire department emergency telephone numbers in order to obtain information to assign calls-for-service and monitor traffic on police and fire radio frequencies, maintain a log of all such communications (electronic or written), relay information received by such means to the Recipients' respective on-duty police and fire personnel by means of voice radio and mobile data communications, monitor

VILLAGE OF LAKE ZURICH
RESOLUTION NO. 2015-9- 6C

A RESOLUTION APPROVING A DISPATCH SERVICES
AGREEMENT AMONG THE VILLAGE OF LAKE ZURICH,
THE VILLAGE OF KILDEER, AND THE VILLAGE OF HAWTHORN WOODS

WHEREAS, the Village of Lake Zurich provides public safety radio dispatch services (the "Services") to the Village of Kildeer and the Village of Hawthorn Woods pursuant to an agreement dated July 19, 1993 (the "Original Agreement"); and

WHEREAS, the Original Agreement expired in 2002, but the Original Agreement and the Services have been continued on a year-to-year basis since then; and

WHEREAS, the parties to the Original Agreement desire to continue the provision of Services as revised by the intergovernmental agreement attached to this Resolution as Exhibit A (the "Revised Agreement");

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Lake Zurich, Lake County and State of Illinois, as follows:

Section 1. Recitals. The foregoing recitals are incorporated into this Resolution as findings of the President and Board of Trustees.

Section 2. Approval of Revised Agreement. The President and Board of Trustees hereby approve the Revised Agreement and authorize and direct the President and Village Clerk to execute the agreement on behalf of the Village.

Section 3. Effective Date. This Resolution will be in full force and effect from and after its passage and approval.

PASSED the 8th day of September 2015.

AYES:

NAYS:

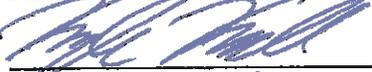
ABSENT:

APPROVED this 9th day of September 2015



Tom Poynton, Mayor of Lake Zurich

ATTEST:



Village Clerk Deputy

communications from and between the Recipients' respective police personnel and relay messages as necessary, and accurately input and update call-for-service information into the computer aided dispatch (CAD) system. Lake Zurich shall provide Dispatch Services continuously, 24 hours a day, seven days a week, including all State of Illinois and Federal holidays; provided, however, that Dispatch Services shall be provided to the Recipients only to the extent possible utilizing Lake Zurich's dispatcher personnel and equipment. In the event of immediate, overlapping needs for Dispatch Services, the calls, when possible, shall have priority in accordance with the seriousness of the service requested. The term "priority" shall have the meaning determined therefore by the Lake County ETSB, and approved by the Lake Zurich Board of Trustees.

Section 3. Dispatch Services Disruption or Failure; Waiver.

If Dispatch Services are disrupted or fail for any reason, Lake Zurich shall make best efforts to immediately notify the Recipients of such disruption and shall inform the Recipients of the nature of the disruption or failure, if known, as well as the expected length of time before Dispatch Services are restored. Lake Zurich also shall notify the Recipients as soon as Dispatch Services are restored. The Recipients hereby waive and release any and all claims or causes of action against Lake Zurich for liability, costs, fees, claims, or expenses incurred by the Recipients that arise out of or relate in any way to any such disruption or failure of Dispatch Services unless caused by the negligence or intentional conduct of Lake Zurich.

Section 4. Payment.

The Recipients hereby agree to pay Lake Zurich, for all Dispatch Services provided by Lake Zurich pursuant to this Agreement, a sum to be determined annually as provided in this Section 4.

- A. **Users.** The allocation of costs shall be made based on, among other factors defined in this section, the number of CAD incidents generated by "Users" of Dispatch Services. The term "Users" shall include:
- i. Lake Zurich Police Department
 - ii. Hawthorn Woods Police Department
 - iii. Kildeer Police Department
 - iv. Lake Zurich Fire Department
 - v. Lake Zurich Rural Fire Protection District
 - vi. Lake Zurich Department of Public Works
 - vii. Island Lake Police Department (to be included in subsequent Agreements as agreed upon)
 - viii. Any area outside of the existing area of any party as of May 1, 1997, for which Dispatch Services are commenced, as determined by the

Lake Zurich Board of Trustees.

B. Purposely left blank.

C. **Service Fee.** The fees charged to each municipal corporation or fire protection district, except the Lake Zurich Police and Fire Department, shall be based on the number of computer aided dispatch system incidents for the preceding year. "Incidents" shall mean the number of events generated by, or stored in the Lake County ETSB computer Aided Dispatch System for, a Recipient and any additional area served by the Recipient. The police or fire agency providing services outside their immediate jurisdiction will be responsible for any fees resulting from incidents assigned, initiated, or completed by members of their agency. The number of incidents shall be calculated by the Lake Zurich Police Department Communications Director and shall be weighted as follows:

- 1) **Police – Officer Initiated Calls** - A computer aided dispatch incident that is initiated by a Dispatcher for personnel of the respective User not using a mobile data terminal/computer (MDTMDC). Such incidents include, but are not limited to, traffic stops and other on-view incidents initiated by User personnel using an MDT/MDC. A User shall be assessed a fee of \$13.78 for each such incident initiated in calendar year 2015. For subsequent year fees for such incidents refer to Appendix "A".
- 2) **Police - Complainant Initiated Calls-for-Service** – An incident originated by a call for service within the User's area of responsibility received by a Dispatcher and assigned to on-duty User personnel. A User shall be assessed a fee of \$19.51 for each such incident initiated in calendar year 2015. For subsequent year fees for such incidents refer to Appendix "A".
- 3) **Police and Fire - Mobile Data Terminal/Mobile Data Computer Initiated Calls** - An incident initiated by User personnel using a MDT/MDC in the field. Users shall not be assessed any fee for such incidents stored in the Lake County Lake ETSB CAD System.
- 4) **Fire - Calls-for-Service** - Reserved.

- D. Determination of Service Fee. Each Recipient's Service Fee shall be determined jointly by the Recipient and by Lake Zurich by January 15th of each year during the term of this agreement for the subsequent fiscal year, unless a mutual extension of time is agreed upon no later than the last day of January. The failure of Lake Zurich to meet the January 15th date for Determination of the Service Fee shall not relieve a Recipient from paying the full amount of its Service Fee calculated as provided in this section 4. Fees will be based on the total number of chargeable CAD incidents generated in the previous calendar year.
- E. Conditional Right to Deny Services. Lake Zurich shall have the right, in the exercise of its sole and absolute discretion based on factors such as system capacity, personnel, costs, payments, location, and similar factors, to deny Dispatch Services for any extraterritorial area defined in Subsection 4A (vii) above unless such area is reviewed and recommended by the Lake Zurich Board of Trustees in advance of the commencement of police services or Dispatch Services to such area.
- F. Time for Payment. Each recipient shall pay to Lake Zurich its respective Service Fee as determined in Section 4 of this Agreement an annual lump-sum payment. An invoice indicating the annual fee amount will be produced and sent by the Village of Lake Zurich Finance Department. There shall be no discount for any lump-sum pre-payment of annual Service Fees. For purposes of this Agreement, a year will begin May 1st and end April 30th. Alternative payment options, including quarterly payments, shall be at the sole discretion of the Village of Lake Zurich Finance Director with the approval of the Village of Lake Zurich Manager.

Section 5. Effective Date; Term; Termination.

This Agreement shall commence on SEPT. 9, 2015 and shall remain in full force and effect until April 30th, 2018. This Agreement shall be renewed automatically thereafter, without additional actions of the Parties, for successive five-year terms unless written notice of cancellation of this Agreement is received by Lake Zurich at least 120 days prior to the date of expiration of the current term of this Agreement. A Recipient may cancel this Agreement at any time during any one of its terms by written notice of such cancellation received by Lake Zurich at least 18 months in advance of cancellation. Lake Zurich may terminate this Agreement upon 18 months' notice to the Recipients, or at any time as to a Recipient's failure to make the payments required pursuant to Section 4 of this Agreement within 30 days after written notice from Lake Zurich of the overdue amount.

Section 6. Purposely left blank.

Section 6a. Maintenance of the Radio System.

Lake Zurich's present radio system is VHF and UHF based and plans are under way to transition from the UHF (analog) system to Lake County Starcom in late 2015/early 2016. At this time no further upgrades or expansion of the UHF system are planned. Maintenance of the Lake Zurich analog radio system will continue until the transition is complete.

Each user agency shall be responsible for procuring, programming, and maintaining their Lake Zurich compatible mobile and portable radio equipment for use by their personnel on this system. However, any upgrade to the Lake Zurich radio system due to a User's expansion of public safety services or the User's provision of public safety services to another unit of local government will be the sole responsibility of the User. All equipment necessitated by any expansion of the public safety services must be compatible with the radio system used by the Lake Zurich 9-1-1 Dispatch Center. Any modification of the radio system used by the Lake Zurich 9-1-1 Dispatch Center required by this expansion will be performed by a radio service provider chosen by Lake Zurich. All costs associated with the expansion of public safety services will be paid by the User responsible for the expansion.

The base radio stations, dispatch radio stations, antennas, satellite receivers, and other related radio equipment remain the property of Lake Zurich. With obsolescence and changing regulatory requirements Lake Zurich may from time-to-time upgrade the radio infrastructure. Changes will be communicated to all partner agencies well in advance in implementation.

Section 6b. Upgrade of Telephone System.

Users agree that any changes in the User's service area that requires installation of additional, or an upgrade to existing, telephone equipment to the Lake Zurich Public Safety Answering Point, 9-1-1 Dispatch Center shall be the sole expense of the Responsible User.

Section 6c. Monitoring of Detention/Prisoner Processing Areas.

Lake Zurich agrees to monitor audio and/or video transmissions originated from the User's Detention/Prisoner Processing Area for the purposes of enhancing personnel safety if requested by a User. The costs of the monitoring systems will be borne by the User providing the audio and/or video signal. This includes, but is not limited to, the cost of equipment and/or any subscription fees related to the transmission of such signals. Any signal feed will be compatible with equipment in use by Lake Zurich. The Recipients hereby waive and release any and all claims or causes of action against Lake Zurich for liability, costs, fees, claims, or expenses incurred by the Recipients that arise out of or relate in any way to the monitoring of these areas unless caused by the negligence or intentional conduct of Lake Zurich.

Section 7. Increases to Service Fee.

Any increase or decrease in the Service Fee shall be as a result of a change in the number of Complainant or Officer Initiated ETSB CAD System Incidents. Annual increases in incident service fees will be in accordance to Appendix "A".

Section 8. Advisory Committee.

An Advisory Committee comprised of a single representative from each Dispatch Service User may convene from time-to-time to discuss issues that mutually affect all Users. The Chairperson of this Committee will be the Lake Zurich Chief of Police, or his designee. Unless prohibited by law from doing so, all Users agree to operate under a standardized operational procedure as prescribed by Lake Zurich and the Lake County ETSB. Day-to-day operational issues will be addressed by the Lake Zurich Deputy Chief of Police, or in his absence, the Communications Director. Procedures to address operational issues will be developed by the Lake Zurich Police Department. It is expressly understood that Lake Zurich is responsible for the management of Dispatch personnel.

Section 9. Enforcement.

The Parties hereto may, in law or in equity, by suit, action, mandamus, or any other proceeding including without limitation specific performance, enforce or compel the performance of this Agreement; provided, however, that each Recipient agrees that it shall not seek, and does not under any circumstances have the right to seek, to recover any judgment for monetary damages against Lake Zurich or any Lake Zurich elected or appointed officials, agents, representatives, attorneys, or employees on account of the negotiation, execution, performance, or breach of any of the terms or conditions of this Agreement, except only against Lake Zurich in the event of a negligent or willful and malicious failure and refusal by Lake Zurich to provide Dispatch Services in accordance with the terms of this Agreement. In the event of a judicial proceeding brought by any of the Parties to this Agreement against another Party for enforcement or for breach of any provision of this Agreement, the prevailing party in such judicial proceeding shall be entitled to reimbursement from the unsuccessful Party of all costs and expenses, including reasonable attorney's fees, incurred in connection with such judicial proceeding.

Section 10. Indemnity.

The Recipients shall, and do hereby agree to, indemnify Lake Zurich and its elected and appointed offices, officials, attorneys, employees, and hold them harmless from any claim, injury, or loss, no matter how sustained allegedly, arising out of or related in any way to the provision of, the use of, the misuse of, or the disruption or failure of Dispatch Services pursuant to this Agreement unless caused by the negligence or intentional conduct of Lake Zurich. Each party agrees to jointly defend against any claim or action brought against any of the Parties related to Dispatch Services to the extent of such Party's relative degree of culpability.

Section 11. Appropriations.

To the extent permitted by applicable law, Lake Zurich agrees to appropriate annually such funds as may be reasonably necessary to provide Dispatch Services pursuant to this Agreement. The Recipients agree to appropriate annually all funds necessary to make payments to Lake Zurich pursuant to this Agreement.

Section 12. Amendments; Waivers.

This Agreement and the rights created by this Agreement may not be amended, modified, or waived in any respect except by written agreement expressly referring to this Agreement and duly validly authorized, executed, and delivered by all of the Parties hereto.

Section 13. Tort Immunity.

Nothing in this Agreement shall express or imply any limitation to or waiver of the tort immunities provided to Lake Zurich, Hawthorn Woods or Kildeer, and their respective employees, as provided by the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1, et seq.).

Section 14. Notices.

All notices and other communications in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof when delivered in person at the address set forth below or three business days after deposit thereof in any main or branch United States post office, certified or registered mail, return receipt requested, postage prepaid, properly addressed to the Parties, respectively, as follows:

For notices and communications to Lake Zurich: Village Manager
Village of Lake Zurich
70 East Main Street
Lake Zurich, Illinois 60047

For notices and communications to Kildeer: Village Administrator
Village of Kildeer
21911 Quentin Road
Kildeer, Illinois 60047

For notices and communications to Hawthorn Woods: Chief Operating Officer
Village of Hawthorn Woods
2 Lagoon Drive
Hawthorn Woods, Illinois 60047

By notice complying with the foregoing requirements of this Section 13, each Party shall have the right to change the address or addressee or both for all future notices and communications to such party, but no notice of such change of address shall be effective until actually received.

Appendix "A"

As provided in Section 4 – Payment, sub-section C, -Service Fee; the table below will identify the Service Fees to be assessed in subsequent years of this Agreement:

1. Police – Officer Initiated

YEAR	2015	2016	2017	2018
Service Fee	\$13.78	\$14.06	\$14.34	2017 plus*

2. Police – Complainant Initiated Calls-for-Service

YEAR	2015	2016	2017	2018
Service Fee	\$19.51	\$19.90	\$20.30	2017 plus*

All Service Fee calculations are based on the number of Lake County Emergency Telephone System Board – Computer Aided Dispatch incidents generated in the previous calendar year applying the above Service Fee per incident.

- * The service fee for FY 2018 shall be the specified rate per Officer Initiated or Complainant Initiated Call, adjusted as agreed upon by the parties hereto, not to exceed a percentage increase equivalent to the percentage increase in personnel costs over the previous year for Lake Zurich radio dispatchers/telecommunicators.

In Witness Whereof, the Parties have set their hands and affixed their seals on the date first above written.

Village of Lake Zurich

By: *My Dayton*
President

Attest:

[Signature]
Village Clerk *Deputy*

Village of Kildeer

By: *Handwritten Signature*
President

Attest:

Deputy *Andrea E. Lybraf*
Village Clerk

Village of Hawthorn Woods

By: *[Signature]*
President

Attest:

Diana Bobbito
Village Clerk

AGENDA SUPPLEMENT

TO: Mayor Bart and Village Trustees

FROM: Brad C. Fink, Director of Public Works 

FOR: January 19, 2106 Regular Village Board Meeting

RE: Consideration and Approval of an Ordinance Amending Chapter 92 of the Village Code with Regards to Regulating Fish Size Limitation

Background. The Bangs Lake Advisory Committee (BLAC) has requested the Village consider an amendment to the number of Panfish that can be harvested from Bangs Lake. Currently, the Village ordinance states the maximum catch of Bluegill, Sunfish and Perch shall be 25 per day. The BLAC would like to see this reduced to 10 per day.

Analysis. At the December 8, 2015 Natural Resources Committee the Committee discussed this request and recommended the Village Board consider amending the Ordinance to reduce the limits on Panfish harvested from Bangs Lake from 25 to 10 per day.

The proposed ordinance amendment was requested by the BLAC after receiving a recommendation by Deuchler Environmental Consultants. Deuchler Environmental Consultants was recently hired by the BLAC to complete the Bangs Lake Fish Survey. It was discovered that Panfish numbers are declining. The BLAC would like to stop this trend as Panfish species feed on invasive Zebra Mussels that inhabit Bangs Lake. Attached is the proposed ordinance revision for your consideration.

Recommendation. Staff recommends approving the proposed ordinance amending Chapter 92 of the Village Code with regards to regulating fish size limitations.

AN ORDINANCE AMENDING SECTION 92.006 OF CHAPTER 92 OF TITLE IX OF THE WAUCONDA CODE OF ORDINANCES ENTITLED SIZE LIMITATION

WHEREAS, the Mayor and Board of Trustees find that aquatic life best management practices require, from time to time, that the Corporate Authorities revisit and revise the Village's regulations pertaining to the size and number of certain fish which may be taken from the lake and its tributary waters; and

WHEREAS, Village staff and officials have received favorable input and recommendations from the Bangs Lake Management Committee pertaining to revising the fishing regulations stated in this Ordinance.

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

SECTION I: That Section 92.006 entitled "Size Limitation" of Chapter 92 of Title IX of the Wauconda Code of Ordinances shall be and, is hereby, amended where strike-out (~~delete~~) indicates deletion of text and double underline (insert) indicates insertion of new text:

§ 92.006 SIZE LIMITATION.

(E) *Pan fish.*

(1) Bluegill, Sunfish and Perch in the possession of any person which have been taken from the waters of Bangs Lake or any water or watercourses lying within or passing through the village shall be of a size not less than 6 inches in length (measured from the tip of the nose to the midpoint of the tail fin). The maximum catch of ~~Bluefish~~Bluegill, Sunfish and Perch shall be ~~25~~10 per day.

SECTION II: 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 III: 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
{20/74.39/ORDINANC/00032680.DOC}

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 IV: 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 ____ day of January, 2016.

Ayes: **Nays:** **Absent/Abstain:**

Lincoln F. Knight	_____	_____	_____
John F. Barbini Ed.D	_____	_____	_____
Tim Howe	_____	_____	_____
Linda Starkey	_____	_____	_____
Ken Arnswald	_____	_____	_____
Chuck Black	_____	_____	_____

APPROVED:

By: _____ Date: _____
 Frank Bart, Mayor

ATTEST:

By: _____
 Gina Strelecki, Village Clerk

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

 Gina Strelecki, Village Clerk

AGENDA SUPPLEMENT

TO: Mayor Bart and Village Board

FROM: Brad C. Fink, Director of Public Works 

FOR: January 19, 2016 Regular Village Board Meeting

RE: Streambank Stabilization Bidding and Construction Engineering Services Agreement

Background. Included in this year's budget is the Slocum Lake Road and Willow Road streambank stabilization projects. The Slocum Lake Road streambank stabilization project is located adjacent to Slocum Lake Road just west of Brown Street. The Bangs Lake Drain that runs parallel to Slocum Lake has begun to severely undermine the guardrail and is threatening to impact the integrity of portions of Slocum Lake Road. The Willow Road streambank stabilization project is located behind 555 Willow Road. The drainage ditch behind this address has begun to severely erode requiring stabilization. Both improvements will consist of installing steel seawalls, which is the most durable and economical long-term solution.

Analysis. RHMG Engineers, Inc. has submitted the attached proposal for the bidding and construction engineering services for an amount not to exceed \$15,345.00. Staff has reviewed the proposal and finds it to be acceptable. If approved staff anticipates bidding this project the end of January with a potential contact award in February. The construction is estimated to continue through the end of April. Based on the Engineers estimate for the project the funding in the current budget is enough for the construction and engineering for this improvement.

Before moving forward with this improvement, Lake County needed to authorize the \$85,000 in Community Development Block Grant funding for the project.

Recommendation. Staff recommends approval of the proposal from RHMG Engineers, Inc. for the bidding and construction engineering services for the Slocum Lake Road and Willow Road streambank stabilization project for an amount not to exceed \$15,345.



January 7, 2016

Mr. Brad Fink
Director of Public Works
Village of Wauconda
302 Slocum Lake Road
Wauconda, IL 60084

Re: Proposal for Bidding and Construction Engineering Services
Bangs Lake Drain & 555 Willow Road Streambank Stabilization

Dear Mr. Fink:

We are pleased to submit this proposal to perform professional engineering services associated with the bidding and construction of the Bangs Lake Drain and 555 Willow Road Streambank Stabilization Project. The design of this project has been previously completed by RHMG.

Our proposed scope of services includes the following:

Bidding Phase Services

1. Prepare bid advertisement and distribute bid documents.
2. Respond to bidder questions.
3. Perform a bid evaluation and make a recommendation for contract award.

Construction Phase Services

1. Preconstruction meeting.
2. Shop drawing review
3. Respond to contractor requests for information (RFI's).
4. Construction observation.
5. Review pay requests and project closeout.
6. Prepare record drawings.



Mr. Brad Fink
Director of Public Works
Village of Wauconda
Re: Proposal for Bidding and Construction Engineering Services
Bangs Lake Drain & 555 Willow Road Streambank Stabilization
January 7, 2016
Page 2

RHMG proposes to perform the above services on an hourly basis using the billing rates included in our Village Engineer contract, with a not-to-exceed limit of \$15,354. The basis of our proposed fee limit is shown on the attached Exhibit A.

Thank you for this opportunity to be of continuing service to the Village of Wauconda. If you have any questions or comments regarding this proposal, please do not hesitate to contact me.

Sincerely yours,

RHMG ENGINEERS, INC.

William R. Rickert, P.E., BCEE, CFM
President

WRR/kar

Enclosure

Agreed to this _____ day of _____, 2016

By: _____

Title: _____

**EXHIBIT A
PROPOSAL FOR BIDDING & CONSTRUCTION ENGINEERING SERVICES
BANGS LAKE DRAIN & 555 WILLOW ROAD STREAMBANK STABILIZATION
VILLAGE OF WAUCONDA**

TASK	HOURS						
	Project Manager	Project Engineer	Struct. Engineer	Field Rep.	Drafter/ Technician	Clerical	Total
1. Bidding							
1.1. Bid Advertisement & Distribute Bid Documents	1	2				4	7
1.2. Answer Bidder Questions	2	6				2	10
1.3. Bid Opening, Prepare Bid Tabulation, Recommendation Letter	1	3				1	5
Subtotal	3	9	0	0	0	3	15
2. Construction							
2.1. Preconstruction Meeting		4		2			6
2.2. Shop Drawing Review	1	8	4				13
2.3. Respond to Contractor RFI's	1	8	2				11
2.4. Construction Observation				80			80
2.5. Pay Estimate Review & Closeout	1	4				2	7
2.6. Prepare Record Drawings		2			4		6
Subtotal	3	26	6	82	4	2	123
Grand Total	6	35	6	82	4	5	138
Hourly Billing Rate	\$171.06	\$110.65	\$133.82	\$101.42	\$75.25	\$63.89	
Labor Cost	\$1,026	\$3,873	\$803	\$8,316	\$301	\$319	\$ 14,639
Direct Expenses							\$715
TOTAL FEE							\$ 15,354

AGENDA SUPPLEMENT

TO: Mayor Bart and Village Trustees

FROM: Brad C. Fink, Director of Public Works 

FOR: January 19, 2106 Regular Village Board Meeting

RE: Consideration and Approval of an Intergovernmental Agreement with the Illinois Department of Transportation for Routine Maintenance of State Routes (IL Routes 59 & 176)

Background. Historically, the Village of Wauconda and the Illinois Department of Transportation (IDOT) enter into an agreement for the snow and ice control of certain State roadways within Village limits. The last agreement was entered into July 2005 and provided yearly extensions until June 30, 2015. IDOT has submitted the attached Intergovernmental Agreement (IGA) for routine maintenance, which includes snow and ice control operations on Barrington Road (IL Route 59) and Liberty Street (IL Route 176). A detailed listing of State routes to be maintained is listed in the attached IDOT Computation Sheet – Municipal Maintenance.

Analysis. Similar to the previous IGA, the term of the new annual agreement would be for 10 years (July 1, 2015 to June 30, 2025). The total estimated payment to the Village for these services would be \$218,000. This will result in an average annual amount of \$21,800 with an annual adjustment tied to the construction cost index. After reviewing the agreement, Staff requested adjustments to the calculation sheet to incorporate the changes in width of IL Route 176 at Fairfield Road. IDOT subsequently made these adjustments.

The benefit of this arrangement is that the Village is able to provide uniform snow and ice control, on many State routes within our municipal boundaries. Safe access across and through the community generally relies on many of the routes included in this agreement. The Village does maintain the right to terminate this agreement at any time by giving IDOT ninety (90) days written notice.

Recommendation. Staff recommends approving the proposed Intergovernmental Agreement with the Illinois Department of Transportation for routine maintenance of State routes.



Governmental Body Name Village of Wauconda			
Address 302 Slocum Lake Road			
City, State, Zip Wauconda, Illinois 60084			
Remittance Address (if different from above)			
City, State, Zip			
Telephone Number (847) 526-9712	Fax Number None	FEIN/TIN 30-0009090	DUNS NA
Brief Description of Service (full description specified in Part 5) Routine maintenance of State routes.			
Compensation Method (full details specified in Part 6) Lump Sum			Agreement Term From: July 01, 2015
Total Compensation Amount \$218,100 Estimate		Advance Pay <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	To: June 30, 2025

REQUIRED SIGNATURES

By signing below, the GOVERNMENTAL BODY and the DEPARTMENT agree to comply with and abide by all provisions set forth in Parts 1-8 herein and any Appendices thereto.

FOR THE GOVERNMENTAL BODY:

_____ (Name and Title of Authorized Representative)	_____ (Signature of Authorized Representative)	_____ Date
--	--	---------------

FOR THE DEPARTMENT:

_____ Aaron A. Weatherholt, Deputy Director, Division of Highways	_____ Date	_____ William M. Barnes, Chief Counsel (Approved as to form)	_____ Date
--	---------------	--	---------------

By:

_____ Omer M. Osman, P.E., Director, Division of Highways & Chief Engineer	_____ Date	_____ Jim J. Ofcarcik, Interim Chief Financial Officer	_____ Date
---	---------------	---	---------------

Date: _____

By:

_____ By:	_____ Date	_____ Randall S. Blankenhorn, Acting Secretary of Transportation	_____ Date
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By:

Print Name

Print Title

**INTERGOVERNMENTAL AGREEMENT
FOR
ROUTINE MAINTENANCE OF STATE ROUTES**

This Agreement is by and between

Village of Wauconda

Please type or print legibly the GOVERNMENTAL BODY'S legal name and address

302 Slocum Lake Road

Wauconda, IL 60084

Attn: Brad C. Fink

Email: bfink@wauconda-il.gov

hereinafter called the GOVERNMENTAL BODY, and the State of Illinois, acting by and through its Department of Transportation, hereinafter called the DEPARTMENT.

Part 1	Scope/Compensation/Term
Part 2	General Provisions
Part 3	Federally Funded Agreements
Part 4	Specific Provisions
Part 5	Scope of Services/Responsibilities
Part 6	Compensation for Services
Part 7	Certification Regarding Lobbying
Part 8	Agreement Award Notification

**PART 1
SCOPE / COMPENSATION / TERM**

- A. Scope of Services and Responsibilities.** The DEPARTMENT and the GOVERNMENTAL BODY agree as specified in Part 5.
- B. Compensation.** Compensation (if any) shall be as specified in Part 6.
- C. Term of Agreement.** The term of this Agreement shall be from **July 01, 2015** to **June 30, 2025**.
- D. Amendments.** All changes to this Agreement must be mutually agreed upon by the DEPARTMENT and the GOVERNMENTAL BODY and be incorporated by written amendment, signed by the parties.
- E. Renewal.** This Agreement may not be renewed.

PART 2
GENERAL PROVISIONS

A. Changes. If any circumstance or condition in this Agreement changes, the GOVERNMENTAL BODY must notify the DEPARTMENT in writing within seven days.

B. Compliance/Governing Law. The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws.

C. Availability of Appropriation. This Agreement is contingent upon and subject to the availability of funds. The Department, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason, (2) the Governor decreases the Department's funding by reserving some or all of the Department's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the Department determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. GOVERNMENTAL BODY will be notified in writing of the failure of appropriation or of a reduction or decrease.

D. Records Inspection. The DEPARTMENT or a designated representative shall have access to the GOVERNMENTAL BODY's work and applicable records whenever it is in preparation or progress, and the GOVERNMENTAL BODY shall provide for such access and inspection.

E. Records Preservation. The GOVERNMENTAL BODY, shall maintain for a minimum of **three years** after the completion of the Agreement, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement.

F. Cost Category Transfer Request. For all transfers between or among appropriated and allocated cost categories, DEPARTMENT approval is required. To secure approval, the GOVERNMENTAL BODY must submit a written request to the DEPARTMENT detailing the amount of transfer, the cost categories from and to which the transfer is to be made, and rational for the transfer.

G. Subcontracting/Procurement Procedures/Employment of Department Personnel

1. **Subcontracting.** Subcontracting, assignment or transfer of all or part of the interests of the GOVERNMENTAL BODY concerning any of the obligations covered by this Agreement is prohibited without prior written consent of the DEPARTMENT.

2. **Procurement of Goods or Services – Federal Funds.** For purchases of products or services with any Federal funds that cost more than \$3,000.00 but less than the simplified acquisition threshold fixed at 41 U.S.C 403(11), (currently set at \$100,000.00) the GOVERNMENTAL BODY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any Federal funds for \$100,000 or more will require the GOVERNMENTAL BODY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of the DEPARTMENT will be used, provided that the procurement procedures conform to the provisions in Part 3(K) below. The GOVERNMENTAL BODY may only procure products or services from one source with any Federal funds if: (1) the products or services are available only from a single source; or (2) the DEPARTMENT authorizes such a procedure; or, (3) after solicitation of a number of sources, competition is determined inadequate.

3. **Procurement of Goods or Services – State Funds.** For purchases of products or services with any State of Illinois funds that cost more than \$20,000.00, (\$10,000.00 for professional and artistic services) but less than the small purchase amount set by the Illinois Procurement Code Rules, (currently set at \$50,000.00 and \$20,000.00 for professional and artistic services) the GOVERNMENTAL BODY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any State of Illinois funds for \$50,000.00 or more for goods and services and \$20,000.00 or more for professional and artistic services) will require the GOVERNMENTAL

BODY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of the DEPARTMENT will be used. The GOVERNMENTAL BODY may only procure products or services from one source with any State of Illinois funds if: (1) the products or services are available only from a single source; or (2) the DEPARTMENT authorizes such a procedure; or, (3) after solicitation of a number of sources, competition is determined inadequate.

The GOVERNMENTAL BODY shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.

4. EMPLOYMENT OF DEPARTMENT PERSONNEL. The GOVERNMENTAL BODY will not employ any person or persons that are employed by the DEPARTMENT for any work required by the terms of this Agreement while they are still employed by the DEPARTMENT.

PART 3
FEDERALLY FUNDED AGREEMENTS
[Not applicable to this Agreement.]

PART 4
SPECIFIC PROVISIONS

A. Invoices. Invoices submitted by the GOVERNMENTAL BODY will be based on the approved annual lump sum amount for completion of Part 5, Scope of Services and as described in Part 6, Compensation for Services. Furthermore, if any of the deliverables in Part 5 are not satisfactorily completed as determined by the DEPARTMENT, the DEPARTMENT will advise the municipality of the deficiencies to be corrected before invoicing will be authorized.

Any invoices/bills issued by the GOVERNMENTAL BODY to the DEPARTMENT pursuant to this Agreement shall be sent to the following address:

Illinois Department of Transportation
District 1,
Attn.: Operations Supervisor
219 N. Barron Blvd.
Grayslake, IL 60030

All invoices shall be signed by an authorized representative of the GOVERNMENTAL BODY.

B. Billing and Payment. All invoices for services performed and expenses incurred by the GOVERNMENTAL BODY prior to July 1st of each year must be presented to the DEPARTMENT no later than **July 31st** of that same year for payment under this Agreement. Notwithstanding any other provision of this Agreement, the DEPARTMENT shall not be obligated to make payment to the GOVERNMENTAL BODY on invoices presented after said date. Failure by the GOVERNMENTAL BODY to present such invoices prior to said date may require the GOVERNMENTAL BODY to seek payment of such invoices through the Illinois Court of Claims and the Illinois General Assembly. No payments will be made for services performed prior to the effective date of this Agreement. The DEPARTMENT will direct all payments to the GOVERNMENTAL BODY's remittance address listed in this Agreement.

C. Termination. If the DEPARTMENT is dissatisfied with the GOVERNMENTAL BODY'S performance or believes that there has been a substantial decrease in the GOVERNMENTAL BODY'S performance, the DEPARTMENT may give written notice that remedial action shall be taken by the GOVERNMENTAL BODY within seven (7) calendar days. If such action is not taken within the time afforded, the DEPARTMENT may terminate the Agreement by giving seven (7) days written notice to the GOVERNMENTAL BODY. Additionally, the DEPARTMENT or the GOVERNMENTAL BODY may terminate the Agreement by giving the other party ninety (90) days written notice.

D. Location of Service. Service to be performed by the GOVERNMENTAL BODY shall be performed as described in Part 5.

E. Ownership of Documents/Title to Work. [Not Applicable To This Agreement]

F. Software. [Not Applicable To This Agreement]

G. Confidentiality Clause. Any documents, data, records, or other information given to or prepared by the GOVERNMENTAL BODY pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by the DEPARTMENT. All information secured by the GOVERNMENTAL BODY from the DEPARTMENT in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by the DEPARTMENT.

H. Reporting/Consultation. The GOVERNMENTAL BODY shall consult with and keep the DEPARTMENT fully informed as to the progress of all matters covered by this Agreement.

I. Travel Expenses. Expenses for travel, lodging, or per diem is NOT allowed pursuant to this Agreement.

J. Indemnification. Unless prohibited by State law, the GOVERNMENTAL BODY agrees to hold harmless and indemnify the DEPARTMENT, and its officials, employees, and agents, from any and all losses, expenses, damages (including loss of use), suits, demands and claims, and shall defend any suit or action, whether at law or in equity, based on any alleged injury or damage of any type arising from the actions or inactions of the GOVERNMENTAL BODY and/or the GOVERNMENTAL BODY'S employees, officials, agents, contractors and subcontractors, and shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by the DEPARTMENT and its officials, employees and agents in connection therewith.

GOVERNMENTAL BODY shall defend, indemnify and hold the DEPARTMENT harmless against a third-party action, suit or proceeding ("Claim") against the DEPARTMENT to the extent such Claim is based upon an allegation that a Product, as of its delivery date under this Agreement, infringes a valid United States patent or copyright or misappropriates a third party's trade secret.

K. Equal Employment Opportunities, Affirmative Action, Sexual Harassment. The GOVERNMENTAL BODY will comply with the Illinois Human Rights Act with respect to public contracts, including equal employment opportunity, refraining from unlawful discrimination and having a written sexual harassment policy.

L. Tax Identification Number.

GOVERNMENTAL BODY certifies that:

1. The number shown on this form is a correct taxpayer identification number (or it is waiting for a number to be issued.), **and**
2. It is not subject to backup withholding because: (a) it is exempt from backup withholding, or (b) has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the GOVERNMENTAL BODY that it is no longer subject to backup withholding, **and**
3. It is a U.S. entity (including a U.S. resident alien).

NAME OF GOVERNMENTAL BODY: City of Wauconda

Taxpayer Identification Number: 30-0009090

Legal Status (check one):

Tax-exempt Government

Nonresident Alien

Other _____

M. International Boycott. The GOVERNMENTAL BODY certifies that neither GOVERNMENTAL BODY nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).

N. Forced Labor. The GOVERNMENTAL BODY certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the DEPARTMENT under this Agreement have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

PART 5 SCOPE OF SERVICE/RESPONSIBILITIES

To compensate the GOVERNMENTAL BODY for routine ice and snow control work it performs on Illinois highways that are designated as "State routes" within the GOVERNMENTAL BODY's boundary, which the GOVERNMENTAL BODY has agreed to maintain per Computation Sheet – Municipal Maintenance (Attachment A) of this AGREEMENT. Ice and snow control is described in the DEPARTMENT's District 1 Snow and Ice Control Manual (most recent edition).

This maintenance location listing may be modified as appropriate and mutually agreed to by both parties. Such modification shall be reduced to writing and must be approved by the Regional Engineer or his or her designee on behalf of IDOT and by _____ on behalf of the Governmental Body. It is understood these modifications may result in a modification to the total payments under this agreement. However, the parties hereby agree that a formal amendment to the agreement is not necessary to modify the locations nor is a formal amendment necessary to modify a change in cost associated with the change in locations provided the change in amount of total payments is less than 10%.

PART 6 COMPENSATION FOR SERVICES

A. Funding: State Funds (Appropriation Code: 011-49405-4472-0200) \$218,100 (Estimate) 100% Share

B. Terms and Conditions:

1. GOVERNMENTAL BODY agrees that total payment for each fiscal year from 2016 through 2025 must not exceed the previous year's total payment **plus** cost adjustment. [Cost adjustment means the previous year's total payment x % change of the Construction Cost Index, which is published in the Engineering News Record (January edition for each year)].
2. The GOVERNMENTAL BODY must submit an invoice voucher for the cost of services rendered and expenses incurred every 3 months (quarterly), and the DEPARTMENT will compensate the GOVERNMENTAL BODY, subject to Part 4A of this AGREEMENT, and according to the attached Computation Sheet – Municipal Maintenance (Attachment A); and
3. The DEPARTMENT will pay the GOVERNMENTAL BODY's quarterly invoice vouchers (#2, above) on or about January 31 and April 30 of each fiscal year, subject to the DEPARTMENT's inspection for satisfactory operation and maintenance of covered streets.

PART 7
CERTIFICATION REGARDING LOBBYING
(49 CFR PART 20)
[NOT APPLICABLE TO THIS AGREEMENT]

PART 8
AGREEMENT AWARD NOTIFICATION
REQUIRED FOR ALL PROJECTS

Does this project receive Federal funds? Yes No

Amount of Federal funds: None

Federal Project Number: NA

Name of Project: State Routes Maintenance Agreement

CFDA Number*, Federal Agency, Program Title: NA

*For CFDA (Catalog of Federal Domestic Assistance) Number, refer to original Federal Award/Grant Agreement.

STATE OF ILLINOIS
 DEPARTMENT OF TRANSPORTATION
 COMPUTATION SHEET - MUNICIPAL MAINTENANCE
 For the Period beginning November 1, 2015, ending April 30, 2016

LINE NO.	ROUTE	SECTION	STREET NAME	INTERSECTING STREETS		TOTAL WIDTH	BUILT BY	WIDTH	NO. LANES	LOCATION	PORTIONS UNDER AGREEMENT			SOURCE	RATE/ LN. ML.	ADI. FACTOR	ROUTE TOTALS	MAINT. ALLOWANCE SUB-TOTALS
				FROM	TO						LENGTH IN FEET	LANE MILES	ADT/ LANE					
1	FA335	145WRS-1(90)	ILL 176	Anderson Dr.	290' W. of Brown St.	36'	S	2@12'	2	Adj. to Median	2,263	0.86	7,825	S-14	657	5.91	3339.27	
2	FA335	2000-086RS	ILL 176	290' W. of Brown St.	270' E. of Brown St.	42'v	S	2@12'	2	Adj. to Median	560	0.21	7,825	S-14	657	5.91	815.40	
3	FA335	2000-086-RS	ILL 176	270' E. of Brown St.	137' W. of Osage St.	42'	S	42'	3	Full Roadway	848	0.48	5,217	S-14	604	5.91	1713.43	
4	FA335	2000-086RS	ILL 176	137' W. of Osage St.	50' E. of Bangs St.	42'	S	2@12'	2	Adj. to Median	302	0.11	7,825	S-14	657	5.91	427.12	
5	FA335	2000-086RS	ILL 176	50' E. of Bangs St.	248' E. of Bangs St.	42'	S	42'	3	Full Roadway	198	0.11	5,217	S-14	604	5.91	392.66	
6	FA335	2000-086RS	ILL 176	248' E. of Bangs St.	100' E. of Mill St. (West)	40'	S	2@12'	2	Adj. to Median	202	0.08	7,825	S-14	657	5.91	310.63	
7	FA335	2000-086RS	ILL 176	100' E. of Mill St. (West)	140' W. of Church St.	40'v	S	40'	3	Full roadway	723	0.41	5,217	S-14	604	5.91	1463.55	
8	FA335	2000-086RS	ILL 176	140' W. of Church St.	20' W. of Mill St. (East)	40'v	S	2@12'	2	Adj. to Median	1,388	0.53	7,825	S-14	657	5.91	2057.92	
9	FA335	2000-086RS	ILL 176	20' W. of Mill St. (East)	1270' W. of Forest Preserve Dr.	24'	S	24'	2	Full Roadway	6,735	2.55	7,825	S-14	657	5.91	9901.32	
10	ILL 176		ILL 176	1270' W. of Forest Preserve Dr.	Forest Preserve Dr.	36'	S	2@12'	2	Adj. to Median	1,270	0.48	7,825	S-14	637	5.91	1863.78	
11	ILL 176		ILL 176	Forest Preserve Dr.	Fairfield Rd	60' V	C	2@24'	4	Adj. to Median	1,750	1.33	3,913	S-14	546	5.91	4291.72	
12	Median		ILL 176	Anderson Road	290' W. of Brown St.	12'				PT. Median	552	0.1	PT. Median		165	5.91	97.52	
13	Median		ILL 176	290' W. of Brown St.	270' E. of Brown St.	12'v				PT. Median	358	0.07	PT. Median		165	5.91	68.26	
14	Median		ILL 176	137' W. of Osage St.	50' E. of Bangs St.	14'				PT. Median	54	0.01	PT. Median		165	5.91	9.75	
15	Median		ILL 176	140' W. of Church St.	20' W. of Mill St. (East)	14'				PT. Median	468	0.09	PT. Median		165	5.91	87.76	
16	Median		ILL 176	1270' W. of Forest Preserve Dr.	Fairfield Road	16'				PT. Median	3,020	0.57	PT. Median		165	5.91	555.84	

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

COMPUTATION SHEET - MUNICIPAL MAINTENANCE
For the Period beginning November 1, 2015, ending April 30, 2016

LINE NO.	ROUTE	SECTION	STREET NAME	INTERSECTING STREETS		TOTAL WIDTH	BUILT BY	WIDTH	NO. LANES	LOCATION	PORTIONS UNDER AGREEMENT			RATE/ LN. MI.	ADJ. FACTOR	MAINT. ALLOWANCE ROUTE TOTALS		
				FROM	TO						LENGTH IN FEET	LANE MILES	AD77 LANE				SOURCE	SUB-TOTALS
17	FA337	145W&RS 78	Barrington Rd.	ILL 176	94' S. of ILL 176	40'	S	40'	2	Full Roadway	94	0.04	5,338	S-13	607	5.91	143.49	
18	FA868	107W&RS	Barrington Rd.	94' S. of ILL 176	455' S. of ILL 176	38'v	S	38'v	2	Full Roadway	361	0.14	5,338	S-13	607	5.91	502.23	
19	FA868	107W&RS	Barrington Rd.	455' S. of ILL 176	500' N. of US 12	24'	S	24'	2	Full Roadway	1,957	0.74	5,338	S-13	607	5.91	2654.65	
20	FA338	106-2HB-R	ILL 59/Barrington Rd	500' N. of US 12	530' S. of US 12	24'	S	24'	2	Full Roadway	864	0.33	5,338	S-13	607	5.91	1183.83	
21	FA338	106-2HB-R	ILL 59	over US 12		39'	S	39'	2	Full Roadway	166	0.06	5,338	S-13	607	5.91	215.24	
22	FA868	107W-RS	ILL 59	530' S. of US 12	Anderson Rd.	24'	S	24'	2	Full Roadway	2,830	1.07	5,338	S-13	607	5.91	3838.49	
											Total Lane Miles:	10.37	TOTAL:	\$35,934.00				
													55% of Total "SNOW & ICE OPERATIONS"	\$19,764.00				

AGENDA SUPPLEMENT

TO: Mayor Bart and Village Board

FROM: Doug Maxeiner, Village Administrator

FOR: January 19, 2016 Regular Village Board Meeting

RE: Special Event Permit Requesting Village Assistance – Closure of a Portion of Murphy Street from 10:30 AM on Thursday, March 17th to 10:00 AM on Monday, March 21st to Accommodate Star Charities Shamrock the Block and Associated Events.

Background. Star Charities has submitted a Special Event Permit Application for the Shamrock the Block weekend which includes numerous events in a tent erected on Murphy Street. The application includes a request to close Murphy Street from Main Street to the back of the Middleton's from 10:30 AM on March 17th to 10:00 AM on Monday, March 21st. The completed application is attached and includes no Village assistance other than the road closure.

As part of the public notification process for the street closure, the special event application will be discussed at the January 19th meeting and acted upon at the following Board meeting to allow adequate time for interested parties to gather information and object to the closure if necessary. The closure request is not expected to generate any opposition for this event based on experience from prior years.

Analysis. The event will require only minimal Village support services and the closure of Murphy should not inconvenience traffic significantly. Murphy Street is most heavily used during boating season and this event will be conducted prior to peak boating season.

Recommendation. Staff recommends discussing the approval of the request from Star Charities for the closure of Murphy Street from Main Street to the back of Middleton's from 10:30 AM on Thursday, March 17th to 10:00 AM on Monday, March 21st for the Shamrock the Block event.



Office of Emergency Management
Special Event Permit Application

Questions / Completed Form to: Mike Wahl, Deputy Director, EMA
Direct Line: 847-416-7504, Direct Fax: 847-416-7554 Email: MWahl@waucondaffire.org

109 West Liberty Street
Wauconda, IL 60084

Date of Application: 01/06/16

Permit Number: 16-0003

Type of Event: [X] Block Party [] Parade [] Athletic [X] Festival [] Other
[] Lake Event / Fishing Tournament [] Public Assembly

Applicant Information:

Name: Star Charities Address: c/o Progressive Components 235 Industrial Drive, Wau
Telephone: Day: 847-487-1000 Evening: Fax: Cellular: 847-494-4703
Email Address: lindakaystarkey@gmail.com

Event Information: (Please Complete All Applicable Information, Incomplete applications will not be accepted.)

Name of Event: Shamrock The Block Date of Event: March 17-21

Location of Event: Murphy Street next to Middleton's

Event Sponsor / (if different): Star Charities

Time: Starts: 3/17 5:00 - 10:30 PM Ends: 11:00 - 10:30 PM 10:00 AM 3/17 - 10:00 AM 3/21

Road Closure / Blockage: [X] Yes [] No (Yes, please review Road Closure Policy & submit a site map.)

Time of Closure / Blockage: Starts: 10:30 AM Ends: Are Barricades / Cones needed: [] Yes [X] No

Person in Charge Day of Event: Name: Jeff Middleton 815-355-2029

Telephone: Day: Evening: Fax: Cellular: 847-526-2963

Email Address: jmiddleton413@aol.com aaron4496@aol.com

Route Information: (Parades / Athletic Events / Public Assembly - Route Map Required)

Assembly Area: Murphy St Completion Point: Murphy St.

Number of Participants: 200 Estimated Number of Cars: 80

Alcohol Being Served: [X] Yes [] No Location Being Served: Middleton's

Food Being Served: [X] Yes [] No Location of Food Preparation: Middleton's

Temporary Structure / Tent Structures On-Site: [X] Yes [] No Does the Tent have Sidewalls: [X] Yes [] No

Will Heaters be needed: [X] Yes [] No

Electrical Power needed: [X] Yes [] No Will You Be Using Portable Generators: [] Yes [] No

Will You Have Sound / Amplified Music: [X] Yes [] No

Will You Be Conducting A Raffle: [X] Yes [] No (Yes, Raffle permit required)

Special Requests / Notes:

4th Year of Chritable Shamrock the Block activities:

Thursday- Raffle Sales, Live Music

Friday- Raffle Sales, Charity Pub Crawl, Live Music

Saturday; "Parade" Leprechaun Plunge, Raffle Sales, Live Music

Sunday, St Baldrick's Shaving Event, Raffle Sales, Live Music, Raffle Drawing

Proceeds Benefest * St. Baldrick's
 * Friends of Bang Lake
 * Main St. Attraction

Do not write below this line - Official Use Only

APPROVED DENIED

DATE

EMERGENCY MANAGEMENT

VILLAGE ADMINISTRATION

Event Notes: *(For official use only...)*

Permit Distribution / Action:

Date Sent	Comments Recieved	Department / Agency
<input type="checkbox"/>	<input type="checkbox"/>	Village Administration
<input type="checkbox"/>	<input type="checkbox"/>	Fire District
<input type="checkbox"/>	<input type="checkbox"/>	Police Department
<input type="checkbox"/>	<input type="checkbox"/>	Public Works
<input type="checkbox"/>	<input type="checkbox"/>	Building & Zoning
<input type="checkbox"/>	<input type="checkbox"/>	Bangs Lake Advisory Committee
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

Required	Completed	Action
<input type="checkbox"/>	<input type="checkbox"/>	Permit Received Notification
<input type="checkbox"/>	<input type="checkbox"/>	Planning Meeting
<input type="checkbox"/>	<input type="checkbox"/>	Incident Action Plan
<input type="checkbox"/>	<input type="checkbox"/>	On-Site Inspection _____
<input type="checkbox"/>	<input type="checkbox"/>	Health Department Permit
<input type="checkbox"/>	<input type="checkbox"/>	Special Liquor License
<input type="checkbox"/>	<input type="checkbox"/>	Raffle Permit
<input type="checkbox"/>	<input type="checkbox"/>	Board Approval
<input type="checkbox"/>	<input type="checkbox"/>	Requirement Letter Sent
<input type="checkbox"/>	<input type="checkbox"/>	Approval / Denial Sent