



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

**MONDAY, SEPTEMBER 19, 2016
7:00 P.M.**

AGENDA

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. RECOGNITION**
 - A. Proclamation Recognizing September as Childhood Cancer Awareness Month
 - B. Proclamation Recognizing October as Breast Cancer Awareness Month
- 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-27) (Last Resolution No. was 2016-R-08)
- 7. APPOINTMENTS**
 - A. Mayoral Appointment of Former Police Chief Pat Yost to the Board of the Police Commission
(Pg. 3)
- 8. MOTION TO APPROVE CONSIDERATION OF CONSENT AGENDA BY OMNIBUS VOTE**
- 9. CONSENT AGENDA**
 - A. Bills for Payment from August 31, 2016 through September 13, 2016 in the Amount of \$116,344.51
(Pgs. 4-30)
 - B. Minutes of the September 6, 2016 Regular Village Board Meeting
(Pgs. 31-33)
 - C. Trick-or-Treat Hours for Halloween 2016
(Pg. 34)
- 10. MOTION TO APPROVE ITEM A THROUGH C ON THE CONSENT AGENDA**
- 11. OLD BUSINESS**
- 12. NEW BUSINESS**
 - A. (Action) Consideration and Approval of 1) an Ordinance Approving the Intergovernmental agreement for the Acquisition and Exchange of Real Estate Parcels By and Between the Village of Wauconda and the Lake County Forest Preserve District, and 2) a Resolution

- Approving Conveyance of Land to Lake County Forest Preserve District for a Land Swap Related to the Construction of a Receiving Station for Lake Michigan Water (Pgs. 35-65)
- B. (Action) Consideration and Approval of a Special Event Permit and Waiver of the Watercraft Sticker Requirement to Host a High School Bass Fishing Tournament on Bang's Lake on October 15, 2016 (Pgs. 66-67)
- C. (Discussion) Village Services Committee Recommendation for an Updated Investment Policy (Pgs. 68-92)
- D. (Discussion) Village Services Committee Recommendation for an Updated Purchasing Policy (Pgs. 93-133)

13. MAYOR'S REPORT

14. COMMITTEE REPORTS & TRUSTEE COMMENTS

15. ADJOURNMENT

Posted 9/16/2016

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.



**PROCLAMATION
VILLAGE OF WAUCONDA**

CHILDHOOD CANCER AWARENESS MONTH

WHEREAS, families, caregivers, charities and research groups across the United States, as well as our national government, are observing the month of September as Childhood Awareness Month; and

WHEREAS, childhood cancer is the leading cause of death by disease among children under 18 years of age; and

WHEREAS, more than 10,000 children under the age of 18 will be diagnosed with cancer this year, with about one in five of those children dying within the first five years; and

WHEREAS, while progress against some childhood cancers has been made, cure rates for many forms of childhood cancer remain less than 50%, with many survivors suffering long-term side effects from the cancer and/or treatment; and

WHEREAS, childhood cancers cross all racial, ethnic, geographic and social backgrounds; and

WHEREAS, in the month of September we honor the children who have, or still are, battling cancer and/or its after effects, their families and caregivers, the researchers and health care professionals, concerned citizen advocates and private philanthropies, who collaborate to provide hope and assistance to the children and their families affected by childhood cancer.

NOW, THEREFORE BE IT SAID, that I, Frank A. Bart, Mayor of the Village of Wauconda, in the County of Lake, in the State of Illinois, do hereby proclaim September, 2016 to be Childhood Cancer Awareness Month in Wauconda, and urge all residents to recognize those children battling cancer, their families, and health care providers and that additional efforts are needed from all of us to defeat this terrible disease.

PROCLAIMED this 19th day of September, 2016.

FRANK A. BART, Mayor

Attested by:

Gina Strelecki, Village Clerk



**PROCLAMATION
VILLAGE OF WAUCONDA**

NATIONAL BREAST CANCER AWARENESS MONTH

WHEREAS, breast cancer affects one in eight women and thousands of men annually; and

WHEREAS, breast cancer is about 100 times more common in women than men, and women are at increased risk as they get older; and

WHEREAS, breast cancer is often hereditary, and individuals whose family history puts them at increased risk for breast cancer should discuss with their doctor or qualified health professional the proper prevention and early diagnosis strategies; and

WHEREAS, since the early 1990s, the pink ribbon, handed out by the Susan G. Komen Foundation has been the symbol for the fight against breast cancer; and

WHEREAS, October is Breast Cancer Awareness Month, an opportunity to increase awareness of the disease and to encourage individuals to have a plan to detect the disease in its early states; and

WHEREAS, it is vital that research of all forms of breast cancer continues to be vigorously supported;

NOW, THEREFORE, BE IT SAID, that I, Frank A. Bart, Mayor of the Village of Wauconda, in the County of Lake, in the State of Illinois, do hereby proclaim the month of October as Breast Cancer Awareness Month.

PROCLAIMED this 19th day of September, 2016.

FRANK A. BART, Mayor

Attested by:

Gina Strelecki, Village Clerk

APPOINTMENTS

TO: Mayor Bart and Village Board

FROM: Douglas K. Maxeiner, Village Administrator

FOR: September 19, 2016 Village Board Meeting

RE: Mayor Bart's Recommendation for the Appointment of Patrick Yost to the Position of Commissioner on the Board of Fire and Police Commissioners to the Term Expiring April 30, 2017

Background. As the Village Board is aware, Corey Daun recently resigned his position with the Board of Fire and Police Commissioners due to work demands. The Commissioner position filled by Mr. Daun expires April 30, 2017. The duties of the Police Commission are crucial to providing and maintaining an effective police force for the Village. The Commission acts as a civil service commission for hiring and promoting sworn officers.

The appointment of the Commissioners is by appointment of the Mayor with the advice and consent of the Village Board.

Analysis. Mr. Yost served 26 years on the Wauconda Police Department the last two of which were as Chief of Police. He retired from the Department in September of 2015. It is felt that Mr. Yost will be a valuable addition to the Board of Fire and Police Commission with little in the way of training needed to fulfill the remainder of the term.

Recommendation. It is recommended that the Village Board approve the appointment of Patrick Yost to the remainder of Corey Daun's term on the Police Commission which expires on April 30, 2017.



Accounts Payable Period: 8/31/16 - 9/13/16

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 September, 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>
	General Fund		-	ACH
	G/F Restricted			
	W/S Fund			
	W/S Restricted			
	General Fund			
	W/S Fund			
OVERFLOW ENTERTAINMENT	General Fund	Promotional Video		86505
	W/S Fund			

Total Combined Fund

\$ -

Village Accounts Payable

General Fund	\$58,089.11	General Fund Restricted	_____
Water Sewer Fund	\$56,043.14	Tort	_____
TIF	_____	Northwater Project	_____
Lake Michigan Water	\$166.50	Capital Fund	_____
Audit Fund	_____	Marine Fund	\$2,045.76
Motor Fuel Tax	_____		
	Total Automated AP		\$116,344.51

TOTAL ACCOUNTS PAYABLE

\$116,344.51

Gross Payroll 9/2/16

\$208,708.61

Accounts Payable

Checks by Date - Summary by Check Date



User: coconnor
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Check No	Vendor No	Vendor Name	Check Date	Check Amount
86620	ATOZENCO	A To Z Engraving Co. Inc.	09/19/2016	244.75
86621	ACEHARD	Ace Hardware	09/19/2016	743.11
86622	ALLIANCE	Alliance Auto Sales	09/19/2016	2,689.22
86623	AMERLEGA	American Legal Publishing Corp.	09/19/2016	579.54
86624	BAKERP	Baker, Peter & Son Company	09/19/2016	582.72
86625	BAXTERWC	Baxter and Woodman	09/19/2016	968.85
86626	BHFXDIGI	BHFX LLC	09/19/2016	138.00
86627	BLAURICH	Richard Blaurock	09/19/2016	239.26
86628	BUSMAND/	Customer Service Center Business Manage	09/19/2016	82.08
86629	Capone	Capital One Commercial	09/19/2016	151.07
86630	CARDMEMI	Cardmember Service	09/19/2016	1,894.06
86631	City Ele	City Electric Supply (C.E.S.)	09/19/2016	6,925.82
86632	COMCASTC	Comcast Cable	09/19/2016	306.71
86633	COMED3	ComEd	09/19/2016	468.14
86634	COMEDPO	ComEd	09/19/2016	238.60
86635	COMPASSM	Compass Minerals	09/19/2016	2,224.28
86636	CONSF SIN	Conserv FS, Inc	09/19/2016	82.42
86637	CURALINC	CuraLinc, LLC	09/19/2016	144.00
86638	DYNEGY	Dynergy Energy Services	09/19/2016	26,224.67
86639	ELMCREST	Elmcrest Association	09/19/2016	111.00
86640	EMPDIFFC	Difference Card Employee Benefit Solution	09/19/2016	581.15
86641	ERDMDOU	Doug Erdmann	09/19/2016	180.00
86642	FIRSTCOM	First Communications LLC	09/19/2016	2,299.32
86643	FOXVFIRE	Fox Valley Fire & Safety	09/19/2016	2,342.40
86644	GALLS, L	GALLS, LLC	09/19/2016	276.71
86645	GESKESON	Geske and Sons, Inc.	09/19/2016	224.40
86646	GIL PLUM	Gil Plumbing, Inc.	09/19/2016	180.00
86647	GORDOFLE	Gordon Flesch Co., Inc.	09/19/2016	963.52
86648	GRAIWIN	Grainger, W.W. Inc.	09/19/2016	89.28
86649	Griffon	Griffon Systems, Inc.	09/19/2016	1,250.00
86650	HISPWACO	Hinckley Spring Water Co.	09/19/2016	112.37
86651	HOMALAAI	Alise Homola	09/19/2016	95.58
86652	ILCHIEFS	Illinois Chiefs of Police Association	09/19/2016	75.00
86653	INTERBAT	Interstate All Battery Center	09/19/2016	111.70
86654	INTERSBI	Interstate Billing Service, Inc	09/19/2016	3,204.42
86655	JJCONSTR	J & J Construction Specialist, Inc.	09/19/2016	1,400.00
86656	JAYSBIG	Jays's Big Rolls, Inc.	09/19/2016	117.00
86657	JOHNSJAS	Jason Johnson	09/19/2016	32.70
86658	KALALJAR	Jarett Kalal	09/19/2016	31.62
86659	LAKCTYCR	Lake County Crime Stoppers	09/19/2016	200.00
86660	LKCOUTTR	Lake County Treasurer	09/19/2016	727.92
86661	LVVASSOC	Lake View Villa Association	09/19/2016	750.00
86662	LAUREYS	Jason Laureys	09/19/2016	20.00
86663	LECHNAND	Lechner and Sons Uniform Rental	09/19/2016	44.40
86664	LEXISNEX	LexisNexis Risk & Information	09/19/2016	50.00
86665	LION	LIONHEART CRITICAL POWER SPECL	09/19/2016	4,293.19
86666	MRUFLAOF	Magna, Rudolph F. Law Office Of	09/19/2016	2,553.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
86667	MASTEAUT	Master Auto Repair Klinik Inc.	09/19/2016	241.12
86668	MCCAININ	McCann Industries Inc.	09/19/2016	77.86
86669	MCHEANW.	McHenry Analytical Water	09/19/2016	735.00
86670	MENALAKF	Menards-Fox Lake	09/19/2016	323.80
86671	MAMWOFV	Mid American Water Of Wauconda	09/19/2016	1,693.80
86672	MIDGANG	Midwest Gang Investigators Association	09/19/2016	165.00
86673	MILLECHR	Christopher Miller	09/19/2016	25.92
86674	MOTREQIN	Monroe Truck Equipment, Inc.	09/19/2016	1,134.07
86675	MYFLEET	MyFleetCenter	09/19/2016	60.99
86676	NACSUPPL	NAC Supply, Inc	09/19/2016	189.50
86677	NATIBUFU	National Business Furniture	09/19/2016	378.00
86678	NICOR3	Nicor	09/19/2016	676.25
86679	NORTHPOL	Northwest Police Academy	09/19/2016	50.00
86680	ORACOIN	O'Herron, Ray Co., Inc.	09/19/2016	324.22
86681	OFFIDEPO	Office Depot	09/19/2016	1,135.01
86682	PARMER	Cole Parmer	09/19/2016	2,457.38
86683	PARTNTEK	Partner Tek, Inc.	09/19/2016	5,711.50
86684	PATHMANN	Pathmann Architects Inc.	09/19/2016	200.00
86685	SCHMITTR	Paul J Schmit Trucking	09/19/2016	284.44
86686	PERFPALT	Performance Paving Ltd.	09/19/2016	2,670.00
86687	PPFCO	Pettibone, P. F. & Company	09/19/2016	17.00
86688	PCAPODE	Petty Cash - Police Department	09/19/2016	40.00
86689	POINTREA	Point Ready Mix, LLC	09/19/2016	985.00
86690	POMPS	Pomp's Tire Service	09/19/2016	527.50
86691	RHMGENGI	RHMG Engineers, Inc	09/19/2016	1,387.64
86692	RICHRON	Ron & Liz Richards	09/19/2016	159.00
86693	SCCCLEAN	SCC Cleaning Company, Inc. 2011	09/19/2016	2,431.69
86694	STRANCRI	Rich Stranc	09/19/2016	150.00
86695	STREICHE	Streicher's	09/19/2016	1,846.03
86696	SUBULAIN	Suburban Laboratories, Inc.	09/19/2016	129.00
86697	TASERINT	Taser International, Inc.	09/19/2016	1,333.85
86698	TODAYUNI	Today's Uniforms	09/19/2016	1,503.80
86699	TRCOPRIN	Traffic Control Protection Inc	09/19/2016	905.00
86700	TRANSUNI	TransUnion Risk and Alternative	09/19/2016	87.00
86701	TYCOINTE	Tyco Integrated Security LLC	09/19/2016	6,385.50
86702	USBANCOR	U.S. Bank Equipment Finance, Inc	09/19/2016	295.82
86703	ULSTCOIN	Ultra Strobe Communications Inc.	09/19/2016	125.45
86704	VERMINC	Vermeer-Illinois Inc	09/19/2016	1,327.35
86705	WATESOUN	Water Solutions Unlimited	09/19/2016	7,149.50
86706	WAUDISTR	Wauconda District #118 Transportation Dep	09/19/2016	1,534.90
86707	WAUCDOOI	Wauconda Door and Service	09/19/2016	185.00
86708	WAUCPADI	Wauconda Park District	09/19/2016	697.50
86709	WESTSIDE	West Side Tractor Sales Company	09/19/2016	976.98
86710	WEXBANK	Wex Bank	09/19/2016	219.66
86711	MRUFLAOF	Magna, Rudolph F. Law Office Of	09/19/2016	166.50

Total for 9/19/2016: 116,344.51

Report Total (92 checks): 116,344.51

Accounts Payable

Transactions by Account

User: cconnor
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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
10-10-4310		Difference Card Employee Benefit S	09/13/2016	86640	88.65	
		Employee Insurance - Sept. 2016				
		Vendor Subtotal for Dept:10			88.65	
10-10-4510		Cardmember Service	09/14/2016	86630	150.00	
		Training - Illinois Government Financ				
		Vendor Subtotal for Dept:10			150.00	
10-10-4530		American Legal Publishing Corp.	09/13/2016	86623	528.84	
		Publications - Code of Ordinances, Au				
10-10-4530		American Legal Publishing Corp.	09/13/2016	86623	50.70	
		Publications - August 2016 S-13 Folio				
		Vendor Subtotal for Dept:10			579.54	
10-10-4530		Cardmember Service	09/14/2016	86630	49.90	
		Publications - Translation Service - Ac				
10-10-4530		Cardmember Service	09/14/2016	86630	29.98	
		Publications - Admin.				
		Vendor Subtotal for Dept:10			79.88	
10-10-4540		Cardmember Service	09/14/2016	86630	150.00	
		Conferences/Meetings - Illinois Gover				
		Vendor Subtotal for Dept:10			150.00	
10-10-4550		Cardmember Service	09/14/2016	86630	173.40	
		Travel Expense - Admin.				

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
10-10-5110	Magna, Rudolph F. Law Office Of	Legal Services - Corporate Matters	09/14/2016	86666	2,553.00	
		Vendor Subtotal for Dept:10			173.40	
10-10-5130	Cardmember Service	Computer Services - Admin.	09/14/2016	86630	4.31	
10-10-5130	Cardmember Service	Computer Services - Admin.	09/14/2016	86630	125.00	
		Vendor Subtotal for Dept:10			2,553.00	
10-10-5130	Comcast Cable	Computer/Internet Charges - Admin.	09/13/2016	86632	51.12	
		Vendor Subtotal for Dept:10			51.12	
10-10-5131	Partner Tek, Inc.	Computer/IT Services	09/13/2016	86683	983.80	
		Vendor Subtotal for Dept:10			983.80	
10-10-5190	CuraLine, LLC	Health & Wellness Program	09/14/2016	86637	9.60	
		Vendor Subtotal for Dept:10			9.60	
10-10-5330	MyFleetCenter	Vehicle Maintenance - Admin.	09/14/2016	86675	60.99	
		Vendor Subtotal for Dept:10			60.99	
10-10-5510	Comcast Cable	Computer/Internet Charges - Admin.	09/13/2016	86632	51.12	
		Vendor Subtotal for Dept:10			51.12	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
10-10-6140	Office Depot	Misc Office Supplies - Toner - Admin.	09/13/2016	86681	100.95	
10-10-6140	Office Depot	Misc Office Supplies - Toners - Admin	09/13/2016	86681	201.90	
10-10-6140	Office Depot	Misc Office Supplies - Admin.	09/13/2016	86681	9.49	
10-10-6140	Office Depot	Office Supplies - Admin.	09/13/2016	86681	207.03	
10-10-6140	Office Depot	Office Supplies - Admin.	09/13/2016	86681	88.74	
		Vendor Subtotal for Dept:10			608.11	
10-10-6150	Alise Homola	Fuel Expenses - Admin.	09/14/2016	86651	95.58	
		Vendor Subtotal for Dept:10			95.58	
10-10-6250	A To Z Engraving Co. Inc.	5 - 7 X 9 Plaques - Admin.	09/13/2016	86620	244.75	
		Vendor Subtotal for Dept:10			244.75	
10-10-6390	Capital One Commercial	Misc Supplies - Admin.	09/13/2016	86629	37.61	
		Vendor Subtotal for Dept:10			37.61	
10-10-6390	Cardmember Service	Other Miscellaneous - Admin.	09/14/2016	86630	32.95	
10-10-6390	Cardmember Service	Other Miscellaneous - Admin.	09/14/2016	86630	107.48	
		Vendor Subtotal for Dept:10			140.43	
10-11-4310	Difference Card Employee Benefit St	Employee Insurance - Sept. 2016	09/13/2016	86640	17.24	
		Vendor Subtotal for Dept:11			17.24	
10-11-4510	Cardmember Service	Training - International Code Council	09/14/2016	86630	199.00	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
10-11-4550		Vendor Subtotal for Dept:11			199.00	
	Christopher Miller	Travel Reimbursement - ICSC Retail C	09/14/2016	86673	25.92	
		Vendor Subtotal for Dept:11			25.92	
10-11-5130	Comcast Cable	Computer/Internet Charges - B.Z.	09/13/2016	86632	51.12	
		Vendor Subtotal for Dept:11			51.12	
10-11-5131	Partner Tek, Inc.	Computer/IT Services	09/13/2016	86683	196.76	
		Vendor Subtotal for Dept:11			196.76	
10-11-5170	Doug Erdmann	Plumbing Inspections - 140 W Church :	09/13/2016	86641	180.00	
		Vendor Subtotal for Dept:11			180.00	
10-11-5170	Gil Plumbing, Inc.	Plumbing Inspections - 1205 Garland,	09/13/2016	86646	180.00	
		Vendor Subtotal for Dept:11			180.00	
10-11-5180	Rich Stranc	Electrical Inspection - 421 Clearview ,	09/13/2016	86694	50.00	
10-11-5180	Rich Stranc	Electrical Inspection - 1205 N Garland	09/13/2016	86694	100.00	
		Vendor Subtotal for Dept:11			150.00	
10-11-5190	CuraLine, LLC	Health & Wellness Program	09/14/2016	86637	4.20	
		Vendor Subtotal for Dept:11			4.20	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
10-11-5510	Comcast Cable	Telephone Service - B.Z.	09/13/2016	86632	51.12	
		Vendor Subtotal for Dept:11			51.12	
10-12-4310	Diffrence Card Employee Benefit St	Employee Insurance - Sept. 2016	09/13/2016	86640	275.80	
		Vendor Subtotal for Dept:12			275.80	
10-12-4520	Northwest Police Academy	Department Membership Dues - P.D.	09/13/2016	86679	50.00	
		Vendor Subtotal for Dept:12			50.00	
10-12-4520	Taser International, Inc.	Dues/Membership - Taser Assurance F	09/13/2016	86697	1,333.85	
		Vendor Subtotal for Dept:12			1,333.85	
10-12-4530	Customer Service Center Business M	1 Yr. Subscription of Manager's Legal	09/13/2016	86628	82.08	
		Vendor Subtotal for Dept:12			82.08	
10-12-4540	Illinois Chiefs of Police Association	Conferences/Meetings - 2 Tickets to 7:	09/13/2016	86652	75.00	
		Vendor Subtotal for Dept:12			75.00	
10-12-4540	Midwest Gang Investigators Associa	Conferences/Meetings - P.D.	09/13/2016	86672	165.00	
		Vendor Subtotal for Dept:12			165.00	
10-12-4540	Petty Cash - Police Department	North Suburban Chiefs of Police meet	09/13/2016	86688	40.00	
		Vendor Subtotal for Dept:12			40.00	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
10-12-4550	Jason Johnson	Reimbursement for Travel Expense - C	09/13/2016	86657	32.70	
		Vendor Subtotal for Dept:12			32.70	
10-12-5130	LexisNexis Risk & Information	Computer Services - P.D.	09/13/2016	86664	50.00	
		Vendor Subtotal for Dept:12			50.00	
10-12-5130	Partner Tek, Inc.	Computer/IT Services - P.D.	09/13/2016	86683	399.00	
		Vendor Subtotal for Dept:12			399.00	
10-12-5130	TransUnion Risk and Alternative	Computer Services - P.D.	09/13/2016	86700	87.00	
		Vendor Subtotal for Dept:12			87.00	
10-12-5131	Partner Tek, Inc.	Computer/IT Services	09/13/2016	86683	2,557.86	
		Vendor Subtotal for Dept:12			2,557.86	
10-12-5190	CuraLinc, LLC	Health & Wellness Program	09/14/2016	86637	81.60	
		Vendor Subtotal for Dept:12			81.60	
10-12-5190	Lake County Crime Stoppers	Donation to Crime Stoppers - P.D.	09/13/2016	86659	200.00	
		Vendor Subtotal for Dept:12			200.00	
10-12-5310	City Electric Supply (C.E.S.)	Maintenance - Building & Grounds	09/14/2016	86631	2,143.00	
		Vendor Subtotal for Dept:12			2,143.00	
10-12-5310	Griffon Systems, Inc.	Building & Grounds Maintenance/Rep	09/13/2016	86649	1,250.00	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal for Dept:12			1,250.00	
10-12-5310	SCC Cleaning Company, Inc. 2011	Janitorial Service for Sept. 2016	09/13/2016	86693	2,431.69	
		Vendor Subtotal for Dept:12			2,431.69	
10-12-5310	Tyco Integrated Security LLC	Maintenance - Building & Grounds	09/13/2016	86701	6,385.50	
		Vendor Subtotal for Dept:12			6,385.50	
10-12-5320	Ultra Strobe Communications Inc.	Equipment Maintenance - P.D.	09/13/2016	86703	125.45	
		Vendor Subtotal for Dept:12			125.45	
10-12-5330	Alliance Auto Sales	Vehicle Maintenance - MP 5688	09/13/2016	86622	28.60	
10-12-5330	Alliance Auto Sales	Vehicle Maintenance - S35 9304 - 201	09/13/2016	86622	58.95	
10-12-5330	Alliance Auto Sales	Vehicle Maintenance - MP 9748	09/13/2016	86622	31.21	
10-12-5330	Alliance Auto Sales	Vehicle Maintenance - MP 3886	09/13/2016	86622	30.32	
10-12-5330	Alliance Auto Sales	Vehicle Maintenance - S35 9305 - 201.	09/13/2016	86622	57.26	
10-12-5330	Alliance Auto Sales	Vehicle Maintenance - MP 5481	09/13/2016	86622	57.53	
10-12-5330	Alliance Auto Sales	Vehicle Maintenance - MP 4686	09/13/2016	86622	233.58	
10-12-5330	Alliance Auto Sales	Vehicle Maintenance - MP 5856	09/13/2016	86622	121.87	
10-12-5330	Alliance Auto Sales	Vehicle Maintenance - MP 5688	09/13/2016	86622	238.28	
10-12-5330	Alliance Auto Sales	Vehicle Maintenance - MP 9748	09/13/2016	86622	125.74	
10-12-5330	Alliance Auto Sales	Vehicle Maintenance - MP 9746	09/13/2016	86622	480.21	
10-12-5330	Alliance Auto Sales	Vehicle Maintenance - 2014 Dodge Ct	09/13/2016	86622	404.25	
10-12-5330	Alliance Auto Sales	Vehicle Maintenance - MP 9748	09/13/2016	86622	161.53	
10-12-5330	Alliance Auto Sales	Vehicle Maintenance - MP 5856	09/13/2016	86622	285.13	
10-12-5330	Alliance Auto Sales	Vehicle Maintenance - MP 5581	09/13/2016	86622	36.05	
10-12-5330	Alliance Auto Sales	Vehicle Maintenance - MP 9747	09/13/2016	86622	34.95	
10-12-5330	Alliance Auto Sales	Vehicle Maintenance - 2014 Dodge Ct	09/13/2016	86622	102.83	
10-12-5330	Alliance Auto Sales	Vehicle Maintenance - M 204942	09/13/2016	86622	45.56	
10-12-5330	Alliance Auto Sales	Vehicle Maintenance - MP 5688	09/13/2016	86622	72.38	
10-12-5330	Alliance Auto Sales	Vehicle Maintenance - S35 9304	09/13/2016	86622	25.18	
10-12-5330	Alliance Auto Sales	Vehicle Maintenance - MP 9940	09/13/2016	86622	28.60	
10-12-5330	Alliance Auto Sales	Vehicle Maintenance - MP 3459	09/13/2016	86622	29.21	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal for Dept:12			2,689.22	
10-12-5330	Master Auto Repair Klinik Inc.	Vehicle Maintenance - MP5481 - Tire	09/13/2016	86667	18.00	
10-12-5330	Master Auto Repair Klinik Inc.	Vehicle Maintenance - MP9746 - Repl	09/13/2016	86667	175.95	
10-12-5330	Master Auto Repair Klinik Inc.	Vehicle Maintenance - MP5481 - oil c	09/13/2016	86667	47.17	
		Vendor Subtotal for Dept:12			241.12	
10-12-5510	First Communications LLC	Telephone - Temp. T-1 for Water Towr	09/14/2016	86642	2,299.32	
		Vendor Subtotal for Dept:12			2,299.32	
10-12-5620	Gordon Flesch Co., Inc.	Office Equipment Rental - P.D.	09/13/2016	86647	963.52	
		Vendor Subtotal for Dept:12			963.52	
10-12-5620	Lechner and Sons Uniform Rental	Uniform Rental Expense - P.D.	09/13/2016	86663	44.40	
		Vendor Subtotal for Dept:12			44.40	
10-12-6100	Streichers	Operating Equipment - P.D.	09/13/2016	86695	1,846.03	
		Vendor Subtotal for Dept:12			1,846.03	
10-12-6120	Cardmember Service	Postage - UPS	09/14/2016	86630	64.54	
		Vendor Subtotal for Dept:12			64.54	
10-12-6130	Acc Hardware	Misc Operating Supplies - P.W.	09/13/2016	86621	30.58	
		Vendor Subtotal for Dept:12			30.58	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
10-12-6130	GALLS, LLC	Operating Supplies & Equipment - P.I	09/13/2016	86644	30.95	
10-12-6130	GALLS, LLC	Operating Supplies & Equipment - P.I	09/13/2016	86644	176.83	
10-12-6130	GALLS, LLC	Operating Supplies & Equipment - P.I	09/13/2016	86644	68.93	
		Vendor Subtotal for Dept:12			276.71	
10-12-6140	Capital One Commercial	Office Supplies - P.D.	09/13/2016	86629	113.46	
		Vendor Subtotal for Dept:12			113.46	
10-12-6140	National Business Furniture	Office Supplies/Equipment - P.D.	09/13/2016	86677	378.00	
		Vendor Subtotal for Dept:12			378.00	
10-12-6140	Office Depot	Misc Office Supplies - P.D.	09/13/2016	86681	85.18	
10-12-6140	Office Depot	Misc Office Supplies - P.D.	09/13/2016	86681	34.02	
10-12-6140	Office Depot	Misc Office Supplies - P.D.	09/13/2016	86681	66.32	
10-12-6140	Office Depot	Misc Office Supplies - P.D.	09/13/2016	86681	15.29	
10-12-6140	Office Depot	Misc Office Supplies - P.D.	09/13/2016	86681	43.98	
10-12-6140	Office Depot	Office Supplies - P.D.	09/13/2016	86681	27.45	
		Vendor Subtotal for Dept:12			272.24	
10-12-6150	Wex Bank	Fuel Purchases - P.D.	09/13/2016	86710	219.66	
		Vendor Subtotal for Dept:12			219.66	
10-12-6170	O'Herron, Ray Co., Inc.	Uniform Expense - P.D.	09/13/2016	86680	324.22	
		Vendor Subtotal for Dept:12			324.22	
10-12-6170	Today's Uniforms	Uniform Expense - P.D.	09/13/2016	86698	97.90	
10-12-6170	Today's Uniforms	Uniform Expense - P.D.	09/13/2016	86698	203.85	
10-12-6170	Today's Uniforms	Uniform Expense - P.D.	09/13/2016	86698	85.90	
10-12-6170	Today's Uniforms	Uniform Expense - P.D.	09/13/2016	86698	129.95	
10-12-6170	Today's Uniforms	Uniform Expense - P.D.	09/13/2016	86698	52.95	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
10-12-6170	Today's Uniforms	Uniform Expense - P.D.	09/13/2016	86698	67.50	
10-12-6170	Today's Uniforms	Uniform Expense - P.D.	09/13/2016	86698	129.95	
10-12-6170	Today's Uniforms	Uniform Expense - P.D.	09/13/2016	86698	129.95	
10-12-6170	Today's Uniforms	Uniform Expense - P.D.	09/13/2016	86698	187.90	
10-12-6170	Today's Uniforms	Uniform Expense - P.D.	09/13/2016	86698	216.00	
10-12-6170	Today's Uniforms	Uniform Expense - P.D.	09/13/2016	86698	129.95	
		Vendor Subtotal for Dept:12			1,431.80	
10-12-6310	Office Depot	Building & Grounds Supplies - P.D.	09/13/2016	86681	88.44	
10-12-6310	Office Depot	Building & Grounds Supplies - P.D.	09/13/2016	86681	61.47	
10-12-6310	Office Depot	Building & Grounds Supplies - P.D.	09/13/2016	86681	49.38	
		Vendor Subtotal for Dept:12			199.29	
10-12-8500	J & J Construction Specialist, Inc.	Install Bullet Proof Glass - P.D.	09/13/2016	86655	1,400.00	
		Vendor Subtotal for Dept:12			1,400.00	
10-13-4310	Difference Card Employee Benefit St	Employee Insurance - Sept. 2016	09/13/2016	86640	78.80	
		Vendor Subtotal for Dept:13			78.80	
10-13-4540	Cardmember Service	Conferences/Meetings - P.W.	09/14/2016	86630	358.77	
		Vendor Subtotal for Dept:13			358.77	
10-13-5131	Partner Tek, Inc.	Computer/IT Services	09/13/2016	86683	491.90	
		Vendor Subtotal for Dept:13			491.90	
10-13-5190	CuraLine, LLC	Health & Wellness Program	09/14/2016	86637	16.80	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal for Dept:13			16.80	
10-13-5190	Hineckley Spring Water Co.	Hot & Cold Cooler Rental - P.W.	09/14/2016	86650	37.45	
		Vendor Subtotal for Dept:13			37.45	
10-13-5310	Fox Valley Fire & Safety	Fire Extinguisher maintenance/service	09/13/2016	86643	780.80	
		Vendor Subtotal for Dept:13			780.80	
10-13-5310	Wauconda Door and Service	Repair West Side (small door) at P.W.	09/14/2016	86707	61.66	
		Vendor Subtotal for Dept:13			61.66	
10-13-5320	Pomp's Tire Service	Equipment Maintenance - Sweeper - P	09/14/2016	86690	527.50	
		Vendor Subtotal for Dept:13			527.50	
10-13-5320	Vermecr-Illinois Inc	Repairs to the wood chipper	09/14/2016	86704	1,327.35	000003579
		Vendor Subtotal for Dept:13			1,327.35	
10-13-5320	West Side Tractor Sales Company	Repairs to Case Tractor	09/14/2016	86709	976.98	000003577
		Vendor Subtotal for Dept:13			976.98	
10-13-5330	Interstate Billing Service, Inc	Vehicle Maintenance/Parts - P.W.	09/13/2016	86654	1,423.72	
10-13-5330	Interstate Billing Service, Inc	Vehicle Maintenance/Parts - P.W.	09/13/2016	86654	1,227.40	
		Vendor Subtotal for Dept:13			2,651.12	
10-13-5330	Monroe Truck Equipment, Inc.	Repairs to Unit #32	09/14/2016	86674	966.71	000003580
		Vendor Subtotal for Dept:13			966.71	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
10-13-5430	City Electric Supply (C.E.S.)	Utility - Street Lighting -	09/14/2016	86631	582.00	
10-13-5430	City Electric Supply (C.E.S.)	Utility - Street Lighting -	09/14/2016	86631	664.00	
10-13-5430	City Electric Supply (C.E.S.)	Utility - Street Lighting - P.W.	09/13/2016	86631	664.00	
		Vendor Subtotal for Dept:13			1,910.00	
10-13-5430	CommEd	Street Lighting - Barrington Rd Lite F	09/13/2016	86633	468.14	
		Vendor Subtotal for Dept:13			468.14	
10-13-5430	Lake County Treasurer	Utility - Street Lighting - Communicat	09/14/2016	86660	727.92	
		Vendor Subtotal for Dept:13			727.92	
10-13-6110	U.S. Bank Equipment Finance, Inc	Office Equipment Rental Contract - P.	09/14/2016	86702	98.60	
		Vendor Subtotal for Dept:13			98.60	
10-13-6130	Acc Hardware	Operating Supplies & Equipment - P.Y	09/13/2016	86621	10.74	
10-13-6130	Acc Hardware	Operating Supplies & Equipment - P.Y	09/13/2016	86621	20.31	
10-13-6130	Acc Hardware	Misc Supplies - P.W.	09/13/2016	86621	13.66	
10-13-6130	Acc Hardware	Misc Building Supplies - P.D.	09/13/2016	86621	29.10	
10-13-6130	Acc Hardware	Misc Building Supplies - P.W.	09/13/2016	86621	22.29	
10-13-6130	Acc Hardware	Misc Operating Supplies - P.W.	09/13/2016	86621	35.07	
10-13-6130	Acc Hardware	Misc Building Supplies - P.W.	09/13/2016	86621	29.84	
10-13-6130	Acc Hardware	Misc Building Supplies - P.W.	09/13/2016	86621	8.62	
		Vendor Subtotal for Dept:13			169.63	
10-13-6130	Cardmember Service	Operating Supplies & Equipment - P	09/14/2016	86630	70.29	
		Vendor Subtotal for Dept:13			70.29	
10-13-6130	Grainger, W.W. Inc.	Operating Supplies & Equipment - P.Y	09/13/2016	86648	89.28	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
10-13-6130	Interstate All Battery Center	Operating Supplies & Equip. - batterie	09/13/2016	86653	89.28	
		Vendor Subtotal for Dept:13				
10-13-6130	Jays's Big Rolls, Inc.	Operating Supplies & Equipment - P.V	09/14/2016	86656	24.56	
		Vendor Subtotal for Dept:13			24.56	
10-13-6130	McCann Industries Inc.	Operating Supplies & Equipment - P.V	09/14/2016	86668	117.00	
		Vendor Subtotal for Dept:13			117.00	
10-13-6130	Menards-Fox Lake	Misc Building Supplies - P..W	09/14/2016	86670	65.43	
10-13-6130	Menards-Fox Lake	Misc Building Supplies - P.W.	09/14/2016	86670	20.66	
		Vendor Subtotal for Dept:13			77.86	
10-13-6130	NAC Supply, Inc	Operating Supplies & Equipment - P.V	09/14/2016	86676	77.50	
10-13-6130	NAC Supply, Inc	Standard Arrow Stencil Kit (2 pc kit)	09/14/2016	86676	105.00	
10-13-6130	NAC Supply, Inc	5 lb. blue chalk - P.W.	09/14/2016	86676	7.00	
		Vendor Subtotal for Dept:13			189.50	
10-13-6140	Office Depot	Office Supplies - P.W.	09/14/2016	86681	55.37	
		Vendor Subtotal for Dept:13			55.37	
10-13-6150	Wauconda District #118 Transportati	Fuel Charges - August 2016 - P.W.	09/14/2016	86706	366.18	
		Vendor Subtotal for Dept:13			366.18	
10-13-6170	Jarett Kalal	Reimbursement for Uniform Pants - P.	09/14/2016	86658	31.62	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal for Dept:13			31.62	
10-13-6310	City Electric Supply (C.E.S.)	Utility - Street Lighting -	09/14/2016	86631	193.20	
		Vendor Subtotal for Dept:13			193.20	
10-13-6320	Monroe Truck Equipment, Inc.	Equipment Supplies/Parts - P. W.	09/14/2016	86674	167.36	
		Vendor Subtotal for Dept:13			167.36	
10-13-6330	Baker, Peter & Son Company	Infrastructure Supplies - P. W.	09/13/2016	86624	157.92	
10-13-6330	Baker, Peter & Son Company	Infrastructure Supplies - P. W.	09/13/2016	86624	424.80	
		Vendor Subtotal for Dept:13			582.72	
10-13-6330	City Electric Supply (C.E.S.)	LED Streetlight Replacement (Main S	09/13/2016	86631	2,248.50	000003564
		Vendor Subtotal for Dept:13			2,248.50	
10-13-6330	Conserv FS, Inc	Cover Grow - 2 pallets, Straw Blanket	09/13/2016	86636	82.42	
		Vendor Subtotal for Dept:13			82.42	
10-13-6330	Geske and Sons, Inc.	Infrastructure Supplies - P. W.	09/13/2016	86645	224.40	
		Vendor Subtotal for Dept:13			224.40	
10-13-6330	Mid American Water Of Wauconda	Infrastructure Supplies - P. W.	09/14/2016	86671	700.80	
		Vendor Subtotal for Dept:13			700.80	
10-13-6330	Point Ready Mix, LLC	Concrete Material - P. W.	09/14/2016	86689	439.00	
10-13-6330	Point Ready Mix, LLC	Concrete Material - P. W.	09/14/2016	86689	546.00	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal for Dept:13			985.00	
10-13-6330	Traffic Control Protection Inc	Infrastructure Supplies - P. W.	09/14/2016	86699	607.50	
10-13-6330	Traffic Control Protection Inc	Infrastructure Supplies - P. W.	09/14/2016	86699	297.50	
		Vendor Subtotal for Dept:13			905.00	
10-13-6340	Cardmember Service	Vehicle Supplies P. W.	09/14/2016	86630	108.50	
		Vendor Subtotal for Dept:13			108.50	
10-13-6340	Interstate Billing Service, Inc	Vehicle Supplies - Truck rear view mi	09/14/2016	86654	553.30	
		Vendor Subtotal for Dept:13			553.30	
10-14-6310	City Electric Supply (C.E.S.)	Utility - Street Lighting -	09/14/2016	86631	272.08	
		Vendor Subtotal for Dept:14			272.08	
10-19-4310	Difference Card Employee Benefit Sr	Employee Insurance - Sept. 2016	09/13/2016	86640	2.46	
		Vendor Subtotal for Dept:19			2.46	
10-19-5190	CuraLine, LLC	Health & Wellness Program	09/14/2016	86637	0.60	
		Vendor Subtotal for Dept:19			0.60	
10-98-E012	Pathmann Architects Inc.	Architect Plan Review - 705 Ridge Av	09/13/2016	86684	200.00	
		Vendor Subtotal for Dept:98			200.00	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
10-98-E558	BHFX LLC	Wauconda Cruise Night Expense	09/14/2016	86626	138.00	
		Vendor Subtotal for Dept:98			138.00	
10-98-E558	Cardmember Service	Wauconda Cruise Night Expense	09/14/2016	86630	145.00	
		Vendor Subtotal for Dept:98			145.00	
10-98-E558	Jason Laureys	Reimbursement for Wauconda Cruise	09/13/2016	86662	20.00	
		Vendor Subtotal for Dept:98			20.00	
		Subtotal for Fund: 10			58,089.11	
20-20-4310		Difference Card Employee Benefit St Employee Insurance - Sept. 2016	09/13/2016	86640	49.25	
		Vendor Subtotal for Dept:20			49.25	
20-20-5130	Baxter and Woodman	Computer Services - P. W.	09/14/2016	86625	968.85	
		Vendor Subtotal for Dept:20			968.85	
20-20-5130	Comcast Cable	Computer/Internet Service - P. W.	09/13/2016	86632	51.11	
		Vendor Subtotal for Dept:20			51.11	
20-20-5131	Partner Tek, Inc.	Computer/IT Services	09/13/2016	86683	590.28	
		Vendor Subtotal for Dept:20			590.28	
20-20-5190	CuraLine, LLC	Health & Wellness Program	09/14/2016	86637	14.40	
		Vendor Subtotal for Dept:20			14.40	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
20-20-5190	Hineckley Spring Water Co.	Hot & Cold Cooler Rental - P.W.	09/14/2016	86650	37.46	
		Vendor Subtotal for Dept:20			37.46	
20-20-5210	McHenry Analytical Water	Lab Testing Expense	09/14/2016	86669	105.00	
20-20-5210	McHenry Analytical Water	Lab Testing Expense	09/14/2016	86669	630.00	
		Vendor Subtotal for Dept:20			735.00	
20-20-5310	Fox Valley Fire & Safety	Fire Extinguisher maintenance/service	09/13/2016	86643	780.80	
		Vendor Subtotal for Dept:20			780.80	
20-20-5310	Wauconda Door and Service	Repair West Side (small door) at P.W.	09/14/2016	86707	61.67	
		Vendor Subtotal for Dept:20			61.67	
20-20-5340	Performance Paving Ltd.	Driveway Repair needed after water m	09/14/2016	86686	2,670.00	000003559
		Vendor Subtotal for Dept:20			2,670.00	
20-20-5410	ComEd	Utility - Electric - 1110 E Liberty St.	09/13/2016	86634	54.99	
		Vendor Subtotal for Dept:20			54.99	
20-20-5410	Dynegy Energy Services	Utility - Electric	09/13/2016	86638	11,287.21	
		Vendor Subtotal for Dept:20			11,287.21	
20-20-5420	Nicor	Utility - Gas - 2750 Gilmmer Rd Water	09/14/2016	86678	82.16	
20-20-5420	Nicor	Utility - Gas - 2569 Savanna Dr #8	09/14/2016	86678	80.88	
20-20-5420	Nicor	Utility - Gas - 421 Lakeshore Dr	09/14/2016	86678	80.74	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
20-20-6110	U.S. Bank Equipment Finance, Inc	Office Equipment Rental Contract - P.	09/14/2016	86702	98.61	
		Vendor Subtotal for Dept:20			243.78	
20-20-6130	Acc Hardware	Misc Building Supplies - P.W.	09/13/2016	86621	9.52	
20-20-6130	Acc Hardware	Misc Building/Plumbing Supplies - P.	09/13/2016	86621	113.01	
20-20-6130	Acc Hardware	Misc Building/Plumbing Supplies - P.	09/13/2016	86621	36.89	
20-20-6130	Acc Hardware	Misc Building/Plumbing Supplies - P.	09/13/2016	86621	54.52	
20-20-6130	Acc Hardware	Misc Building Supplies - P.W.	09/13/2016	86621	9.87	
20-20-6130	Acc Hardware	Misc Building Supplies - P.W.	09/13/2016	86621	8.07	
20-20-6130	Acc Hardware	Misc Building/Plumbing Supplies - P.	09/13/2016	86621	43.22	
		Vendor Subtotal for Dept:20			275.10	
20-20-6130	Interstate All Battery Center	Operating Supplies & Equip. - batterie	09/13/2016	86653	24.57	
20-20-6130	Interstate All Battery Center	Operating Supplies & Equip. - batterie	09/13/2016	86653	38.00	
		Vendor Subtotal for Dept:20			62.57	
20-20-6130	Menards-Fox Lake	Misc Building Supplies - P.W.	09/14/2016	86670	130.82	
20-20-6130	Menards-Fox Lake	Misc Building Supplies - P.W.	09/14/2016	86670	68.75	
20-20-6130	Menards-Fox Lake	Misc Plumbing Supplies - P.W.	09/14/2016	86670	38.14	
		Vendor Subtotal for Dept:20			237.71	
20-20-6150	Wauconda District #118 Transportati	Fuel Charges - August 2016 - P.W.	09/14/2016	86706	1,130.63	
		Vendor Subtotal for Dept:20			1,130.63	
20-20-6160	Mid American Water Of Wauconda	1" Meter Couplings	09/14/2016	86671	928.00	000003578
		Vendor Subtotal for Dept:20			928.00	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
20-20-6180	Compass Minerals	Treatment Chemicals	09/13/2016	86635	2,224.28	
		Vendor Subtotal for Dept:20			2,224.28	
20-20-6180	Paul J Schmit Trucking	Treatment Chemicals	09/14/2016	86685	284.44	
		Vendor Subtotal for Dept:20			284.44	
20-20-6180	Water Solutions Unlimited	Treatment Chemicals - P.W.	09/14/2016	86705	7,149.50	
		Vendor Subtotal for Dept:20			7,149.50	
20-20-8500	RHMG Engineers, Inc	Elevated Tank No1 Repainting & Misc	09/14/2016	86691	1,387.64	
		Vendor Subtotal for Dept:20			1,387.64	
20-21-4310	Diffrence Card Employee Benefit St	Employee Insurance - Sept. 2016	09/13/2016	86640	49.25	
		Vendor Subtotal for Dept:21			49.25	
20-21-4540	Cardmember Service	Conferences/Meetings P.W.	09/14/2016	86630	105.00	
		Vendor Subtotal for Dept:21			105.00	
20-21-5131	Partner Tek, Inc.	Computer/IT Services	09/13/2016	86683	491.90	
		Vendor Subtotal for Dept:21			491.90	
20-21-5190	CuraLinc, LLC	Health & Wellness Program	09/14/2016	86637	12.00	
		Vendor Subtotal for Dept:21			12.00	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
20-21-5190	Hinckley Spring Water Co.	Hot & Cold Cooler Rental - P.W.	09/14/2016	86650	37.46	
		Vendor Subtotal for Dept:21			37.46	
20-21-5210	Suburban Laboratories, Inc.	Lab Testing Expense -	09/14/2016	86696	36.00	
20-21-5210	Suburban Laboratories, Inc.	Lab Testing Expense -	09/14/2016	86696	93.00	
		Vendor Subtotal for Dept:21			129.00	
20-21-5310	Fox Valley Fire & Safety	Fire Extinguisher maintenance/service	09/13/2016	86643	780.80	
		Vendor Subtotal for Dept:21			780.80	
20-21-5310	Wauconda Door and Service	Repair West Side (small door) at P.W.	09/14/2016	86707	61.67	
		Vendor Subtotal for Dept:21			61.67	
20-21-5410	Dynegy Energy Services	Utility - Electric	09/13/2016	86638	12,898.58	
		Vendor Subtotal for Dept:21			12,898.58	
20-21-5510	Cardmember Service	Telephone - P.W.	09/14/2016	86630	19.94	
		Vendor Subtotal for Dept:21			19.94	
20-21-5510	Comcast Cable	Telephone Charges - P.W.	09/13/2016	86632	51.12	
		Vendor Subtotal for Dept:21			51.12	
20-21-6110	U.S. Bank Equipment Finance, Inc	Office Equipment Rental Contract - P.	09/14/2016	86702	98.61	
		Vendor Subtotal for Dept:21			98.61	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
20-21-6130	Acc Hardware	Misc Supplies - P.W.	09/13/2016	86621	23.94	
20-21-6130	Acc Hardware	Misc Building Supplies - P.W.	09/13/2016	86621	13.49	
		Vendor Subtotal for Dept:21			37.43	
20-21-6130	City Electric Supply (C.E.S.)	Operating Supplies & Equipment - P.W	09/13/2016	86631	159.04	
		Vendor Subtotal for Dept:21			159.04	
20-21-6130	Interstate All Battery Center	Operating Supplies & Equip. - batterie	09/13/2016	86653	24.57	
		Vendor Subtotal for Dept:21			24.57	
20-21-6130	Mid American Water Of Wauconda	Operating Supplies & Equipment - P.V	09/14/2016	86671	65.00	
		Vendor Subtotal for Dept:21			65.00	
20-21-6130	Cole Parmer	New Furnacs for WWTP Lab - Furnac	09/14/2016	86682	2,457.38	000003565
		Vendor Subtotal for Dept:21			2,457.38	
20-21-6150	Wauconda District #118 Transportati	Fuel Charges - August 2016 - P.W.	09/14/2016	86706	38.09	
		Vendor Subtotal for Dept:21			38.09	
20-27-4310	Difference Card Employee Benefit St	Employee Insurance - Sept. 2016	09/13/2016	86640	19.70	
		Vendor Subtotal for Dept:27			19.70	
20-27-5190	Cural,inc, LLC	Health & Wellness Program	09/14/2016	86637	4.80	
		Vendor Subtotal for Dept:27			4.80	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
20-27-5320	LIONHEART CRITICAL POWER	Equipment Maintenance - P.W.	09/14/2016	86665	4,293.19	
		Vendor Subtotal for Dept:27			4,293.19	
20-27-5410	ComEd	Utility - Electric- 1213 N Garland Rd	09/14/2016	86634	52.47	
20-27-5410	ComEd	Utility - Electric - 0 Monroe	09/13/2016	86634	44.82	
20-27-5410	ComEd	Utility - Electric - 505 Farmhill Cir	09/13/2016	86634	86.32	
		Vendor Subtotal for Dept:27			183.61	
20-27-5410	Dynegy Energy Services	Utility - Electric	09/13/2016	86638	2,038.88	
		Vendor Subtotal for Dept:27			2,038.88	
20-27-5420	Nicor	Utility - Gas - 1650 Callahan Rd Lift S	09/14/2016	86678	84.07	
20-27-5420	Nicor	Utility - Gas - 1436 Roxbury Ln	09/14/2016	86678	29.13	
20-27-5420	Nicor	Utility - Gas - 260 A Larkdale Row Be	09/14/2016	86678	24.57	
20-27-5420	Nicor	Utility - Gas - 29770 Garland Blvd Lit	09/14/2016	86678	24.01	
20-27-5420	Nicor	Utility - Gas - 1265 Karl Ct	09/14/2016	86678	29.07	
20-27-5420	Nicor	Utility - Gas - 324 Westington Dr	09/14/2016	86678	28.43	
20-27-5420	Nicor	Utility - Gas - 1160-g n Dato Ln	09/14/2016	86678	82.02	
20-27-5420	Nicor	Utility - Gas - 215 Regency Ct.	09/14/2016	86678	24.54	
20-27-5420	Nicor	Utility - Gas - 2n North Av	09/14/2016	86678	24.62	
20-27-5420	Nicor	Utility - Gas - 911 Oakdale Ave	09/14/2016	86678	82.01	
		Vendor Subtotal for Dept:27			432.47	
20-27-6130	Ace Hardware	Misc Building/Plumbing Supplies - P.	09/13/2016	86621	206.99	
20-27-6130	Ace Hardware	Misc Building Supplies - P.W.	09/13/2016	86621	23.38	
		Vendor Subtotal for Dept:27			230.37	
20-28-5114	Magna, Rudolph F. Law Office Of	Legal Service - Lake Michigan Water	09/19/2016	86711	166.50	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal for Dept:28			166.50	
		Subtotal for Fund: 20			56,209.64	
50-50-5190	Richard Blaurock	Bangs Lake Weed Control 2016 Cost :	09/14/2016	86627	239.26	
		Vendor Subtotal for Dept:50			239.26	
50-50-5190	Elmcrest Association	Bangs Lake Weed Control 2016 Cost :	09/14/2016	86639	111.00	
		Vendor Subtotal for Dept:50			111.00	
50-50-5190	Lake View Villa Association	Bangs Lake Weed Control 2016 Cost :	09/14/2016	86661	750.00	
		Vendor Subtotal for Dept:50			750.00	
50-50-5190	Ron & Liz Richards	Bangs Lake Weed Control 2016 Cost :	09/14/2016	86692	159.00	
		Vendor Subtotal for Dept:50			159.00	
50-50-5190	Wauconda Park District	Bangs Lake Weed Control 2016 Cost :	09/14/2016	86708	697.50	
		Vendor Subtotal for Dept:50			697.50	
50-50-6110	Pettibone, P. F. & Company	Printing - Photo ID Cards	09/13/2016	86687	17.00	
		Vendor Subtotal for Dept:50			17.00	
50-50-6170	Today's Uniforms	Uniform Expense - Marine	09/13/2016	86698	72.00	
		Vendor Subtotal for Dept:50			72.00	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
			Subtotal for Fund: 50		2,045.76	
			Report Total:		116,344.51	



**VILLAGE OF WAUCONDA
REGULAR VILLAGE BOARD MEETING
101 N. MAIN STREET, WAUCONDA, IL
TUESDAY, SEPTEMBER 6, 2016**

1. **CALL TO ORDER:** Mayor Bart called the Regular Village Board meeting to order 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 by Clerk Strelecki the following Trustees were present
Present: Trustees Knight, Barbini, Arnswald, 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 Wermes, and Rudy Magna, Village Attorney
Absent: Trustee Starkey and Trustee Black
4. **PUBLIC COMMENT:** Mike Jungles-discussed his involvement with Children's Cancer Awareness Month and asked that the Village recognized this month with gold lights. Mayor Bart recommends a Proclamation.
5. **APPROVAL OF AGENDA:** Motion to approve the agenda made by Trustee Howe, second Trustee Arnswald.
Ayes 4 Nays 0
MOTION DECLARED CARRIED
(Last Ordinance No. was 2016-O-27) (Last Resolution No. was 2016-R-07)
6. **MOTION TO APPROVE CONSIDERATION OF CONSENT AGENDA BY OMNIBUS VOTE:**
Motion to approve consideration of consent agenda by omnibus vote made by Trustee Arnswald, second Trustee Barbini.
Ayes 4 Nays 0
MOTION DECLARED CARRIED
7. **CONSENT AGENDA**
 - A. Bills for Payment from August 17, 2016 through August 30, 2016 in the Amount of \$486,372.23
 - B. Minutes of the August 23, 2016 Regular Village Board Meeting (Correction of 12. Adjournment should read Ayes 5)

- C. Consideration and Approval of Pay Request #3 in the Amount of \$272,396.25 to Berger Excavating, Inc. on the Lake Michigan Water Internal System Improvements Project – Phase 2 Project

8. MOTION TO APPROVE ITEM A THROUGH C ON THE CONSENT AGENDA:

Motion to approve items A through C on the Consent Agenda as amended made by Trustee Barbini, second Trustee Knight.

Ayes 4 Nays 0

MOTION DECLARED CARRIED

9. NEW BUSINESS

- A. Approval of a Resolution Authorizing Change Order #1 on the Lake Michigan Water Internal System Improvements Phase 2 Project in the Amount of \$27,245-Director Fink discussed the background for the replacement of a cement pipe with PVC piping. The circumstances said to necessitate the change in performance who were not reasonably foreseeable at the time the contract was signed.

Motion to Approve a Resolution Authorizing Change Order #1 on the Lake Michigan Water Internal System Improvements Phase 2 Project in the Amount of \$27,245 made by Trustee Knight second Trustee Howe . (*Resolution No. 2016-R-08*)

Ayes 4 Nays 0

MOTION DECLARED CARRIED

- B. Approval of a Special Event Permit for the Heroes of Freedom Committee for the September 11th Commemoration Ceremony Requiring the Village to Close a Portion of Main Street from Route 176 South to the Northern Entrance of the Wauconda Police Department from 6:00 AM to Noon on Sunday, September 11, 2016. Admin. Maxeiner stated that this is a similar service from last year. Recommend contacting Federated Church about the road closure due to their am Sunday services.

Motion to Approve a Special Event Permit for the Heroes of Freedom Committee for the September 11th Commemoration Ceremony Requiring the Village to Close a Portion of Main Street from Route 176 South to the Northern Entrance of the Wauconda Police Department from 6:00 AM to Noon on Sunday, September 11, 2016 made by Trustee Howe, second Trustee Arnswald.

Ayes 4 Nays 0

MOTION DECLARED CARRIED

- C. Approval of a Special Event Permit for the Wauconda High School Homecoming Parade Requiring the Village to Close a Portion of Slocum Lake Road and Main Street from 9:00 – 10:30 AM on Saturday, September 24, 2016

Motion to Approve a Special Event Permit for the Wauconda High School Homecoming Parade Requiring the Village to Close a Portion of Slocum Lake Road and Main Street from 9:00 – 10:30 AM on Saturday, September 24, 2016 made by Trustee Arnswald, second Trustee Barbini.

Ayes 4 Nays 0

MOTION DECLARED CARRIED

10. MAYOR'S REPORT:

Trustee Black is ill this evening and we wish him a speedy recovery. The Mayor's Community Service Awards went to Michael Salisbury-Individual Category, Wauconda Area Queens-Organization Category, and Stack-On Products Co.-Business Category. The 9-11 Ceremony is this Sunday at 9 A.M. It is the 15th Anniversary. LSC Development (former Dominick's), Life Storage still owns the property but has sold off the business or a portion thereof, to Extra Space Storage. The business plan and development plan remain unchanged. The contractor will be Repaving Sutton Circle this Thursday. The next Board Meeting is Monday, September 19th, due to the last Cruise Night on Tuesday. The Natural Resource Committee meeting next Tuesday at 7 P.M.

11. COMMITTEE REPORTS & TRUSTEE COMMENTS :

Trustee Knight-Thank you to all the volunteers for Street Dance. The North Group signed with CLCJAWA.

Trustee Barbini- The next Economic Development meeting is Tuesday at 5:30 P.M.

Trustee Arnswald-Village Services meeting was tonight. There should be some resolutions for the next meeting.

Trustee Howe-License and Admin. meeting was last week. We gathered information about backyard hens. The next meeting will be at 5:30 P.M. prior to the Board Meeting on September 19th. Thanks to Public Works set up and clean ups and the Police Department for no incidences during the Street Dance.

12. ADJOURNMENT: Motion to adjourn made by Trustee Barbini, second Trustee Knight.

Ayes 4 Nays 0

MOTION DECLARED CARRIED

Adjourn 7:19 P.M.

Gina M. Strelecki, Village Clerk of Wauconda

CONSENT AGENDA

TO: Mayor Bart and Village Board

FROM: Douglas K. Maxeiner, Village Administrator

FOR: September 19, 2016 Regular Village Board Meeting

RE: Trick-or-Treat Hours for Halloween 2016

The Village Board historically sets Trick-or-Treat hours for Halloween in the Village of Wauconda and those hours have traditionally been from 4:00 PM to 8:00 PM on Halloween Night (October 31st).

As such, staff is recommending that the Board approve Halloween Trick-or-Treat hours from 4:00-8:00 PM on Monday, October 31st. The action does not require an ordinance or resolution but can be implemented through a motion and action upon the motion with such action notated in the minutes.

AGENDA SUPPLEMENT

TO: Mayor Bart and Village Board

FROM: Douglas K. Maxeiner, Village Administrator

FOR: September 19, 2016 Regular Village Board Meeting

RE: Consideration and Approval of 1) an Ordinance Approving the Intergovernmental Agreement for the Acquisition and Exchange of Real Estate Parcels By and Between the Village of Wauconda and the Lake County Forest Preserve District and 2) A Resolution Approving Conveyance of Land to Lake County Forest Preserve District

Background. As discussed with the Board previously, a “land swap” has been in the works with Lake County Forest Preserve District (LCFPD). The swap transfers approximately 1.86 acres of Village owned, unimproved property east of Grant Blvd to the LCFPD in exchange for approximately 1/3 of an acre of natural area adjacent to the elevated storage tank parcel along Gilmer Road. The Grant Boulevard parcel abuts LCFPD property on three sides and is a natural fit for the expansion of the District’s property. The parcel adjacent to the elevated storage tank on Gilmer will allow the Village to construct a Lake Michigan Water receiving station on the site.

Analysis. Approval of the ordinance and resolution will be the first official steps in the transfer of property. The LCFPD requested that the Village approve these documents prior to a meeting of their Land Acquisition Committee next week. Adequate protections have been built in to the documents to allow the Village Board to rescind the conveyance if the District does not approve the transfer by October 31st.

The transfer of property allows both entities to further their interests without an outlay of cash. In the case of the property received by the Village, the swap will reduce the cost of the Lake Michigan Water project through the elimination of land acquisition costs for the receiving station.

From a procedural standpoint, the two items should be voted on separately. The ordinance can be approved by a simple majority vote of the Board. The resolution will require a 2/3 supermajority for approval.

Recommendation. Staff requests approval of 1) an Ordinance Approving the Intergovernmental Agreement for the Acquisition and Exchange of Real Estate Parcels By and Between the Village

of Wauconda and the Lake County Forest Preserve District and 2) A Resolution Approving Conveyance of Land to Lake County Forest Preserve District.

AN ORDINANCE APPROVING THE INTERGOVERNMENTAL AGREEMENT FOR THE ACQUISITION AND EXCHANGE OF REAL ESTATE PARCELS BY AND BETWEEN THE VILLAGE OF WAUCONDA AND THE LAKE COUNTY FOREST PRESERVE DISTRICT

WHEREAS, the Lake County Forest Preserve District (the "District") currently owns fee simple title to that certain real property consisting of approximately 0.35 acres and generally depicted as "Parcel to Wauconda" on Exhibit A-1 (the "District Parcel"); and

WHEREAS, the District Parcel is adjacent to property owned by the Village of Wauconda (the "Village") that is used by the Village for a Village water tower; and

WHEREAS, the Village currently owns fee simple title to that certain real property consisting of approximately 1.9 acres located within the Village along Grand Boulevard, north of West Illinois Route 176, generally depicted as "Parcel to District" on Exhibit B-1 (the "Village Parcel"); and

WHEREAS, the Village Parcel is adjacent to the District's "Lakewood Forest Preserve"; and

WHEREAS, the Village and the District have negotiated an "Intergovernmental Agreement by and between Lake County Forest Preserve District and Village of Wauconda Regarding Exchange of Land," pursuant to which the Village would convey the Village Parcel to the District and the District would convey the District Parcel to the Village, in substantially the form attached hereto as Exhibit C-1 (the "IGA"); and

WHEREAS, the District has adopted, or intends to adopt (i) an ordinance declaring that it is necessary or convenient for the District to use, occupy or improve the Village Parcel for public purposes and requesting that the Village convey the Village Parcel to the District (the "District Ordinance"); and (ii) a resolution approving the conveyance of the District Parcel to the Village (the "District Resolution"); and

WHEREAS, pursuant to Section 10 of Article VII of the Illinois Constitution of 1970, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., the Local Government Property Transfer Act, 50 ILCS 605/0.01, et seq., and other applicable authority, the Village is authorized to acquire the District Parcel from the District and convey the Village Parcel to the District; and

WHEREAS, it is in the best interests of the Village to acquire the District Parcel and the Village hereby declares that it is necessary or convenient for it to use, occupy or improve the District Parcel;

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

SECTION I: Recitals. The recitals set forth above are incorporated as part of this Ordinance by this reference.

SECTION II: Approval of IGA. The IGA is hereby approved in substantially the form attached hereto. The Village President and Clerk are authorized and directed to execute and attest to the IGA.

SECTION III: Acquisition of District Parcel. The Village President and Clerk are hereby authorized and directed to execute and attest to, on behalf of the Village, or cause to be executed and attested, all documents necessary or desirable for the Village to acquire the District Parcel, provided that the documents have first been approved by the Village Attorney.

SECTION IV: Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law and the approval by the District of the District Resolution, the District Ordinance, and the IGA. If the District does not approve the District Resolution, the District Ordinance, and the IGA on or before October 31, 2016, then the Village may repeal this Ordinance.

Passed this 20th day of September, 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 September 20, 2016.

Gina Strelecki, Village Clerk

Exhibit A-1

Depiction of District Parcel

Exhibit A-1

Lake County Forest Preserve District
1899 W Winchester Rd
Libertyville, IL 60048
847-367-6640
www.lcfdp.org

Legend

-  Forest Preserve Property
-  Parcel to Wauconda



Courtesy Copy Only.
Property boundaries indicated are provided for general location purposes. Wetland and flood limits shown are approximate and should not be used to determine setbacks for structure or as a basis for purchasing property.

Prepared using information from:
Lake County Department of Information & Technology - GIS/Mapping Div on
18 North County Street
Waukegan, Illinois 60085-4357
847-377-2373



2014 Aerial Photo

Map Prepared 26 August 2016



Exhibit B-1

Depiction of Village Parcel

Exhibit B-1

Lake County Forest Preserve District
1899 W Winchester Rd
Libertyville, IL 60048
847-387-8540
www.lcfd.org

Legend

-  Forest Preserve Property
-  Parcel to District



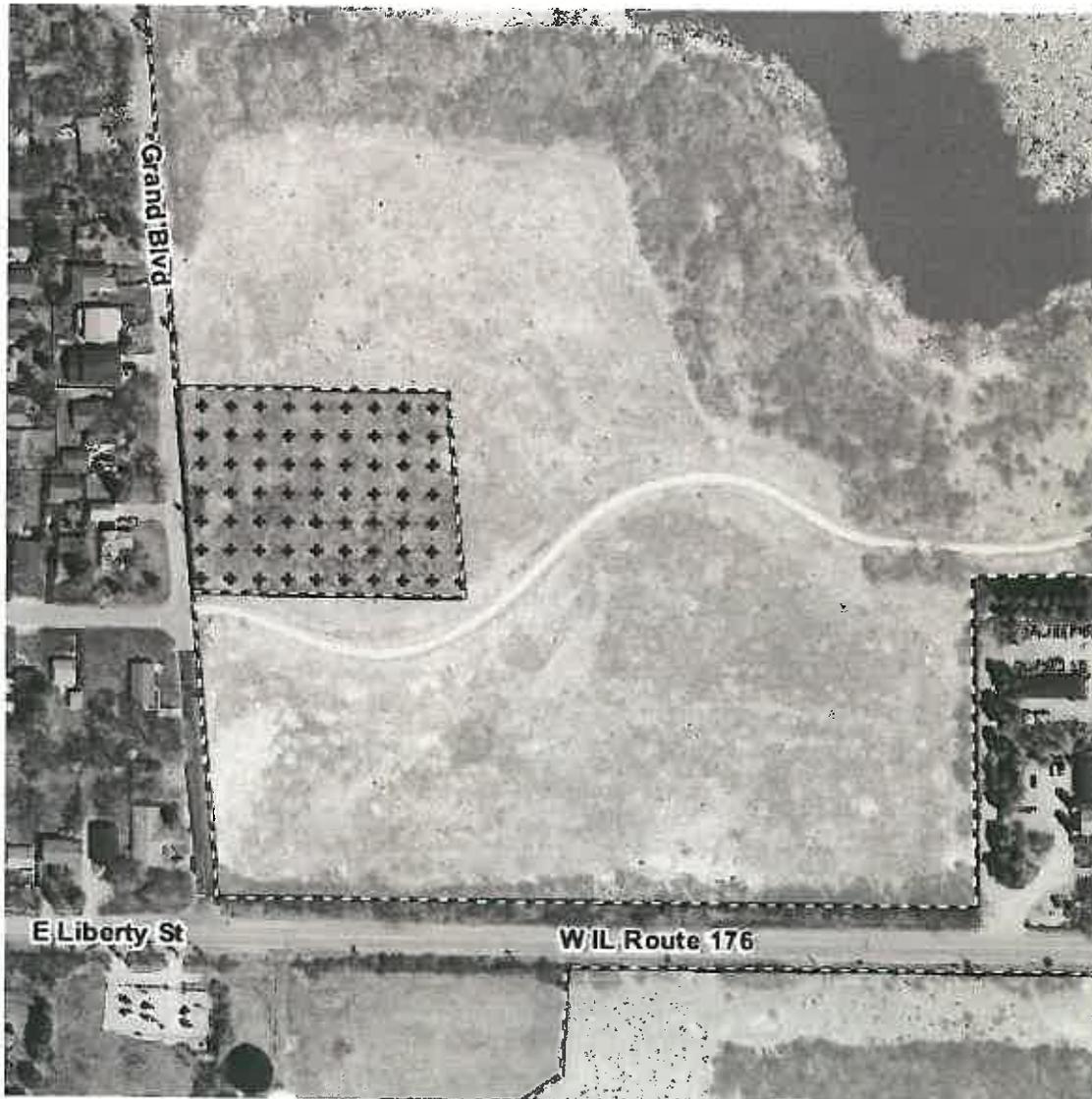
Courtesy Copy Only.
Property boundaries indicated are provided for general location purposes. Wetland and flood limits shown are approximate and should not be used to determine setbacks for structure or as a basis for purchasing property.

Prepared using information from:
Lake County Department of Information & Technology - GIS/Mapping Division
18 North County Street
Waukegan, Illinois 60085-4557
847-377-2373

0 100 200 400 Feet

2014 Aerial Photo

Map Prepared 26 August 2018



{20/74.45/FORESTPR/00034120.DOC}4

Exhibit C-1

IGA

**Intergovernmental Agreement
by and between
Lake County Forest Preserve District
and
Village of Wauconda
Regarding Exchange of Land**

This Agreement ("Agreement") is made and entered into as of October __, 2016 (the "Effective Date") by and between **Lake County Forest Preserve District**, a body politic and corporate organized and existing under the Downstate Forest Preserve District Act, 70 ILCS 805/0.001 et seq. (the "Act") (the "District") and the **Village of Wauconda**, a municipal corporation organized and existing under the Illinois Municipal Code, 65 ILCS 5/1-1-1 et seq. (the "Village"). In consideration of the recitals and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and the Village (individually, a "Party" and collectively, the "Parties") agree as follows:

Section 1. Recitals.

A. The District currently owns fee simple title to that certain real property consisting of approximately 37.16 acres and with a common address of 30725 North Gilmer Road, Village of Wauconda, Lake County, Illinois (the "Larger District Parcel"). The Larger District Parcel is part of the District's "Lakewood Forest Preserve," as well as the trail corridor for the District's Millennium Trail. A portion of the Larger District Parcel consisting of approximately 0.35 acres and generally depicted on Exhibit A-1 (the "District Parcel") is adjacent to property owned by the Village and used by the Village for a Village water tower. The District Parcel does not include any portion of the Millennium Trail.

B. The Village desires to acquire from the District (i) the District Parcel, (ii) the improvements thereon (if any), (iii) all easements, tenements, riparian rights, hereditaments, privileges and appurtenances that run with or are appurtenant to the District Parcel, whether or not of record, (iv) the use of all appurtenant and assignable rights-of-way, if any, abutting, adjacent to, contiguous to, or adjoining the District Parcel, and (v) all licenses, permits and franchises issued by any government authority relating to the development, use, or operation of the District Parcel, running to or in favor of the District (collectively, the "District Property"). The Approved District Parcel Legal Description (as defined in Section 2.A.1 below), legally describing the District Parcel, will be appended hereto as Exhibit A-2 in accordance with Section 2.A.1 below.

C. The Village currently owns fee simple title to that certain real property consisting of approximately 1.9 acres located within the Village along Grand Boulevard, north of West Illinois Route 176, generally depicted on Exhibit B-1, and legally described on Exhibit B-2 (the "Village Parcel"). The Village Parcel is adjacent to the District's "Lakewood Forest Preserve."

D. The District desires to acquire from the Village the (i) Village Parcel, (ii) the improvements thereon (if any), (iii) all easements, tenements, riparian rights, hereditaments, privileges and appurtenances that run with or are appurtenant to the Village Parcel, whether or not

of record, (iv) the use of all appurtenant and assignable rights-of-way, if any, abutting, adjacent to, contiguous to, or adjoining the Village Parcel, and (v) all licenses, permits and franchises issued by any government authority relating to the development, use, or operation of the Village Parcel, running to or in favor of the Village (collectively, the "Village Property" and, together with the District Property, the "Property").

E. Subject to the terms, conditions and covenants hereof, (i) the District desires and is willing to convey fee title to the District Property to the Village, in exchange and consideration for the District's receipt of fee title to the Village Property, and (ii) the Village desires and is willing to convey the Village Property to the District, in exchange and consideration for the Village's receipt of fee title to the District Property.

Section 2. Obtaining Title Commitments, Obtaining Surveys, and Performing Environmental Assessments.

A. District Property.

1. District Property Title Commitment. Within five (5) days after the Effective Date, the District shall request that the Surveyor (as defined in Section 2.A.2 below) prepare a legal description for the District Property. The District shall submit the legal description to the Village for the Village's review and approval. Within ten (10) days after such legal description has been approved by the District and the Village in writing (the "Approved District Parcel Legal Description"), the District shall request an updated commitment ("District Property Title Commitment") from Chicago Title Insurance Company (the "Title Company") for delivery to the Village, which will be used to issue to the Village at the Closing (as defined in Section 7.C.1 below) an ALTA Owner's Title Insurance Policy (2006 version) (i) in the amount of the fair market value of the District Property (as reasonably determined by the Village Administrator of the Village), (ii) with an extended coverage endorsement over all standard exceptions, (iii) with such other endorsements as the Village deems appropriate, (iv) insuring good, marketable, and insurable title to the District Property, and (v) with coverage over any "gap" period, all subject only to the Permitted Exceptions (defined in Section 3.B.3) (the "District Property Title Policy"). The District shall pay the cost for the District Property Title Policy.

2. District Property Survey. Within ten (10) days after the Parties' approval of the Approved District Parcel Legal Description, the District shall request that the Surveyor prepare a Plat of Survey (boundary survey) of the District Property that (i) is to be dated not more than sixty (60) days prior to the Closing Date (as defined in Section 7.C.1 below), (ii) is prepared by Peklay Surveying Co., Ltd, 163 North Greenleaf Street, Suite 1, Gurnee, Illinois (the "Surveyor"), (iii) is certified in favor of the District, the Village and the Title Company, (iv) complies with all requirements of the Title Company that are conditions to the removal of the survey exception from the standard printed exceptions in the District Property Title Commitment, (v) is sufficient for the issuance of the District Property Title Policy, (vi) contains a certification as to the total acreage and square footage of the District Parcel, (vii) is provided to the Village, upon its request, in MicroStation design file format (or compatible AutoCad digital format that can be converted to MicroStation design file format) in NAD 83 State Plane Coordinates, (the "District Property Survey"). Nothing set forth in this Agreement shall be deemed to preclude the depiction of easements of record or other title encumbrances on the District Property Survey as deemed

necessary by the District after receipt of a Title Objection Notice (defined in Section 3.B.1), if any. The District shall pay the cost for the District Property Survey.

B. Village Property.

1. **Village Property Title Commitment.** The District shall obtain from the Title Company a commitment ("Village Property Title Commitment") and, together with the District Property Title Commitment, the "Title Commitments") to issue to the District at the Closing an ALTA Owner's Title Insurance Policy (2006 version) (i) in the amount of the fair market value of the Village Property (as reasonably determined by the Executive Director of the District), (ii) with an extended coverage endorsement over all standard exceptions, (iii) with such other endorsements as the District deems appropriate, (iv) insuring good, marketable, and insurable title to the Village Property, and (v) with coverage over any "gap" period, all subject only to the Permitted Exceptions (the "Village Property Title Policy"). The District shall promptly deliver to the Village a copy of the Village Property Title Commitment upon the District's receipt thereof. The Village shall pay the cost for the Village Property Title Policy.

2. **Village Property Survey.** Within ten (10) days after the Effective Date, the District shall request that the Surveyor prepare a Plat of Survey (boundary survey) of the Village Property that (i) is to be dated not more than sixty (60) days prior to the Closing Date, (ii) is prepared by the Surveyor, (iii) is certified in favor of the District, the Village and the Title Company, (iv) complies with all requirements of the Title Company that are conditions to the removal of the survey exception from the standard printed exceptions in the Village Property Title Commitment, (v) is sufficient for the issuance of the Village Property Title Policy, (vi) contains a certification as to the total acreage and square footage of the Village Parcel, (vii) is provided to District in MicroStation design file format (or compatible AutoCad digital format that can be converted to MicroStation design file format) in NAD 83 State Plane Coordinates, (the "Village Property Survey") and, together with the District Property Survey, the "Surveys"). Nothing set forth in this Agreement shall be deemed to preclude the depiction of easements of record or other title encumbrances on the Village Property Survey as deemed necessary by the Village after receipt of a Title Objection Notice, if any. The Village shall pay the cost for the Village Property Survey.

C. **Environmental Assessments.** Beginning on the Effective Date, each Party, at its own cost, may cause to be performed, on or related to the Property it intends to acquire, one or more (i) environmental assessments, reviews, or audits, including without limitation a Phase I site assessment, (ii) tests or borings of the soil, (iii) asbestos testing of any improvements, and (iv) other investigations or analyses concerning the environmental condition of the Property reasonably deemed necessary by such Party (collectively, the "Property Environmental Assessments"). Each Party shall provide a copy of any completed Property Environmental Assessment to the other Party, at the other Party's request.

Section 3. Due Diligence Period and Activities.

A. **Period and License.** During the period commencing on the Effective Date and continuing for a period of thirty (30) calendar days following delivery of all Title Commitments and Surveys (the "Due Diligence Period"), (i) the District may conduct such investigations, inspections,

reviews, and analyses of or with respect to the Village Property (including Environmental Assessments) as the District desires, in its sole discretion, and (ii) the Village may conduct such investigations, inspections, reviews, and analyses of or with respect to the District Property (including Environmental Assessments) as the Village desires, in its sole discretion (collectively, the "Due Diligence Activities"). Each Party hereby grants to the other Party an irrevocable (except in the event of termination of this Agreement) license during the Due Diligence Period, for the use of said other Party and its agents and contractors, to conduct Due Diligence Activities on the District Property and the Village Property, as applicable, at any time, upon at least one (1) day's prior written or verbal notice delivered to other Party.

B. Review of Title Commitments and Surveys.

1. Identification of Unpermitted Exceptions and Commitment to Clear.

Each Party shall:

- (i) no later than ten (10) business days prior to the scheduled expiration of the Due Diligence Period, identify to the other Party in writing (a "Title Objection Notice") any matter in the Title Commitments or Surveys that it determines, in its sole discretion, will adversely affect its intended use of the Property it intends to acquire (an "Unpermitted Exception");
- (ii) within five (5) business days after receipt of a Title Objection Notice, with respect to each Unpermitted Exception identified by the other Party, provide written notice to said other Party either:
 - (a) committing, at its cost, to either:
 - (1) cure or remove the Unpermitted Exception, or
 - (2) cause the Title Company to insure over the Unpermitted Exception in a manner satisfactory to the other Party (a "Commitment to Clear Exceptions"), or
 - (b) stating that it will not cure, remove, or cause the Title Company to commit to insure over the Unpermitted Exception;
- (iii) if it has identified an Unpermitted Exception, and the other Party has not made a Commitment to Clear Exceptions with respect to such Unpermitted Exception within the five (5) business day period provided in Section 3.B.1(ii) above, send the other Party written notice (a "Closing/Termination Notice") no later than the third (3rd) business day after the expiration of such five (5) business day period, electing to either:
 - (a) proceed with the Closing, in which it will be deemed to have accepted the uncleared or uninsured Unpermitted Exceptions, or

(b) terminate this Agreement, and

if such Party fails to give a Closing/Termination Notice as provided above, it will be deemed to have elected to proceed with the Closing and accept the uncleared or uninsured Unpermitted Exceptions.

2. Compliance with Commitment to Clear Exception. If a Party makes a Commitment to Clear Exceptions with respect to some or all Unpermitted Exceptions, then, at least one (1) business day prior to the Closing, it shall deliver to the other Party an updated Title Commitment describing the Property it intends to convey, showing that all Unpermitted Exceptions that it committed to clear in the Commitment to Clear Exceptions have been cleared. If it fails to do so, then the other Party, at any time, may either (i) proceed with the Closing and accept the Deed at Closing subject to the uncleared or uninsured Unpermitted Exception or (ii) terminate this Agreement.

3. Permitted Exceptions. Any matter of record shown in the Title Commitments that is (i) not objected to in a Title Objection Notice, or (ii) an uncleared or uninsured Unpermitted Exception that is deemed accepted pursuant to Section 3.B.1(iii) is a "Permitted Exception."

C. Right to Terminate Based on Due Diligence Activities. In addition to any other right to terminate that it has under this Agreement, including pursuant to Sections 3.B.1(iii) and 3.B.2, each Party may deliver to the other Party, not later than the last day of the Due Diligence Period, a written notice stating that, based upon the condition of the Property that it intends to acquire as determined by the Due Diligence Activities, it has elected to terminate this Agreement. Upon such termination neither Party shall have any claim or obligation under this Agreement other than the restoration obligations, if any, of the Parties pursuant to Section 3.D.

D. Restoration. If a Due Diligence Activity damages the District Property or the Village Property, and this Agreement is terminated prior to Closing, then the Party responsible for the cause of such damage shall restore the applicable District Property or Village Property to a condition that is substantially the same as its condition prior to the performance of such Due Diligence Activity.

Section 4. Representations and Warranties.

A. General Representations and Warranties. Each Party represents and warrants to the other Party that as of the date hereof and as of the date of the Closing:

- (i) the Party has not entered into any agreements or granted any options pursuant to which any third party has the right to acquire all or any portion of the Property it intends to convey or any interest therein;
- (ii) there are not now and will not be at the Closing, any leases, tenancies, licenses, concessions, franchises, options or rights of occupancy or purchase, service or maintenance contracts or other contracts which will be binding upon the other Party

or the Property it intends to convey after the Closing;

- (iii) the Property it intends to convey is not affected by or subject to: (a) any pending or, to the best of the Party's actual knowledge, threatened condemnation suits or similar proceedings or (b) other pending or, to the best of the Party's actual knowledge, threatened claims, charges, actions, suits, complaints, petitions or unsatisfied orders by or before any administrative agency or court or by or in favor of any party whatsoever;
- (iv) to the best of the Party's actual knowledge, there are no pending, scheduled, or noticed, requests, applications or proceedings to alter or restrict the zoning or other use restrictions applicable to the Property it intends to convey;
- (v) to the best of the Party's actual knowledge, there are no unrecorded easements, liens or encumbrances affecting the Property it intends to convey;
- (vi) the Party has received no written notice of, and to the best of the Party's actual knowledge, there is not any violation of any law, ordinance, order, regulation or requirement, including, but not limited to, building, zoning, environmental, safety and health ordinances, statutes, regulations and requirements issued by any governmental or municipal body or agency having jurisdiction over the Property it intends to convey;
- (vii) the Party has received no written notice of: (a) any pending or threatened action or proceeding arising out of the presence of (1) asbestos, (2) petroleum, (3) explosives, (4) radioactive materials, wastes or substances, or (5) any substance defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601, et seq., the Hazardous Materials Transportation Act (49 U.S.C. 1802), the Resource Conservation and Recovery Act (42 U.S.C. 6901), or in any other Applicable Law (as hereinafter defined) governing environmental matters ("Environmental Laws") (collectively, "Hazardous Materials") on the Property it intends to convey or (b) any alleged violation of any Environmental Laws; and
- (viii) the Party is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986.

B. Survival; Indemnification. Each Party shall reconfirm all of its representations and warranties set forth in this Section 4 as true, accurate, and complete on and as of the Closing Date. The Parties' respective representations and warranties shall survive the Closing. Each Party shall indemnify, hold harmless, and defend the other Party and its successors and assigns, from and against any and all claims, demands, losses, liens, costs, expenses (including reasonable attorneys' fees and court costs), damages, liabilities, judgments or decrees of whatsoever kind or nature which, directly or indirectly, are caused by, result from, arise out of, or occur in any manner in connection with any material inaccuracy of the Party's representations or warranties contained herein. The preceding indemnity and hold harmless shall not apply to

matters attributable to acts or omissions of the indemnitee or third parties.

Section 5. Covenants and Agreements. Each Party covenants and agrees with the other Party that, from the Effective Date until and through the Closing:

- (i) Neither Party will make, enter into, grant, amend, extend, renew or grant any waiver or consent under any lease, tenancy, easement, license or other agreement allowing the use or occupancy of all or any portion of the Property it intends to convey, without the other Party's prior written consent;
- (ii) Neither Party will enter into or amend any contracts, agreements or undertakings that will be binding upon the other Party or the Property it intends to convey, without the other Party's prior written consent;
- (iii) Neither Party will create, or allow the creation of, any encumbrance on the title of the Property it intends to convey, without the other Party's prior written consent (except for any Permitted Exceptions, as applicable);
- (iv) Neither Party will take any action, directly or indirectly, to encourage, initiate, or engage or participate in discussions or negotiations with any third party concerning a potential sale of all or any portion of, or any interest in, the Property it intends to convey;
- (v) Each Party shall promptly inform the other Party of any developments which would cause any of its representations or warranties contained in this Agreement to be no longer materially accurate;
- (vi) Each Party, at no expense to the other Party, shall before the Closing, completely remove or cause the removal of all materials, equipment, improvements, signs, personal property, garbage and debris located at, on or within the Property it intends to convey, in accordance with all Applicable Laws, except for any Transferred Personal Property (defined in Section 7.D(iii) below); and
- (vii) Each Party shall continue to maintain and keep the Property it intends to convey in its current condition, will use commercially reasonable efforts to comply with all Applicable Laws materially affecting the same, and will pay or cause to be paid (1) mortgage payments as they become due and (2) all installments of real estate taxes (if any) in full, promptly following receipt of any real estate tax bills, even if such amounts are not yet due or payable.

Section 6. Conditions Precedent to Closing. Each Party's obligation to Close is subject to each and all of the following conditions being satisfied by the other Party or waived, in writing, by said Party (the "Closing Contingencies"):

- (i) all of the other Party's representations and warranties contained in this Agreement, must be materially true and correct on the date hereof and as of the Closing Date;

- (ii) the other Party must have timely performed all of its obligations under this Agreement;
- (iii) all conditions precedent to the Party's obligation to close on the transaction contemplated in this Agreement must have been satisfied or waived as of the Closing Date;
- (iv) the other Party must have delivered all items required to be delivered by said other Party pursuant to Section 7; and
- (v) the Title Company has issued or is irrevocably committed to issue the District Property Title Policy and the Village Property Title Policy.

If a Closing Contingency is not satisfied because of a default by the other Party, each Party will have all of its rights under Section 10.C.

Section 7. Closing.

A. Conveyance and Possession of the District Property. The District shall convey fee simple title to the District Property to the Village at the Closing by delivery of a general warranty deed (a "District's Deed"). The District shall cause the District's Deed to be in recordable form and to convey fee simple title to the District Property, subject only to District Property Permitted Exceptions. The District shall deliver full and complete possession of the District Property to the Village upon the Closing.

B. Conveyance and Possession of the Village Property. The Village shall convey fee simple title to the Village Property to the District at the Closing by delivery of a general warranty deed (a "Village's Deed"). The Village shall cause the Village's Deed to be in recordable form and to convey fee simple title to the Village Property, subject only to Village Property Permitted Exceptions. The Village shall deliver full and complete possession of the Village Property to the District upon the Closing.

C. Time, Place; Closing Escrow.

1. **Time.** The "Closing" will occur (i) no later than the tenth (10th) business day following the expiration of the Due Diligence Period or (ii) on another date mutually agreed to in writing by the Parties (the "Closing Date").

2. **Place.** Unless otherwise agreed by the Parties, the Closing will be at the office of the Title Company located at 175 E. Hawthorn Parkway, Suite 225, Vernon Hills, Illinois, 60061. The Parties need not physically attend the Closing.

3. **Closing Escrow.** On or before the Closing, the Parties shall establish an escrow in the usual form of deed and money escrow agreement then in use by Title Company with such changes made as may be necessary to conform with the provisions of this Agreement (a

"Closing Escrow"). The Closing will be a "New York" style closing.

D. Deliveries. The following deliveries shall be made at the Closing and in the form provided by the other Party or the Title Company:

- (i) each Party shall deliver evidence reasonably satisfactory to the Title Company of the Party's authority to consummate the Closing;
- (ii) the District shall deliver the District's Deed and other instruments of transfer and conveyance transferring the District Property, free of all liens other than the Permitted Exceptions;
- (iii) the District shall deliver a bill of sale (with general warranty of title) conveying to the Village any personal property that is remaining at the District Property on the Closing Date (the "Transferred Personal Property") and requested by the Village;
- (iv) the Village shall deliver the Village's Deed and other instruments of transfer and conveyance transferring the Village Property, free of all liens other than the Permitted Exceptions;
- (v) a Village shall deliver a bill of sale (with general warranty of title) conveying to the District any Transferred Personal Property that is remaining at the Village Property on the Closing Date and requested by the District;
- (vi) to the extent required by the Title Company, each Party shall deliver a "gap" undertaking with respect to the Property it intends to convey in customary form and substance for the "gap" period" through the Closing Date or the date of recording, as the case may be;
- (vii) the District shall deliver the Surveys, subject to the Village's reasonable cooperation with the District and the Surveyor in the completion of the Village Property Survey;
- (viii) each Party shall deliver a counterpart to the closing statement prepared by the Title Company;
- (ix) each Party shall deliver the real estate transfer declarations or exemptions required by Applicable Laws with respect to the transfer of the Property it intends to convey;
- (x) each Party shall deliver a certification that all of its representations or warranties contained in Section 4 are true, accurate, and complete as of the Closing Date;
- (xi) if requested by the other Party, each Party shall deliver a Certification of Voluntary Transaction Involving Land Sale in the form required by the Illinois Department of Natural Resources (the "IDNR") with respect to the Property it intends to convey;
- (xii) each Party shall deliver all other documents, certificates, forms and agreements

required by this Agreement or Applicable Law or customarily required by the Title Company, in order to close the transaction with respect to the Property it intends to convey, including any instrument, assurance or deposit required for the Title Company to insure over any Unpermitted Exceptions that the Party has committed to cure in a Commitment to Clear Exceptions in such form, terms, conditions and amount as may be required by the Title Company;

- (xiii) each Party shall deliver such additional information, materials, affidavits, including a plat act affidavit, and certificates with respect to the Property it intends to convey as the other Party or the Title Company reasonably requests to evidence the Party's compliance with its obligations under this Agreement, or as may be reasonably required by the Title Company or by law;
- (xiv) each Party shall deliver a non-foreign affidavit sufficient in form and substance to relieve the other Party of any and all withholding obligations under Section 1445 of the Internal Revenue Code with respect to the Property it intends to convey; and
- (xv) each Party shall cause the Title Company to deliver to the other Party a marked-up signed Title Commitment or Title Policy insuring the Property it intends to convey.

E. Closing Costs. At the Closing, the District shall pay (i) 100% of the costs incurred in recording the District's Deed and the Village's Deed to be recorded at the Closing, (ii) 100% of the Title Company's closing fees related to such Closing, (iii) the District's attorneys' fees related to the Closing, (iv) the cost of the District Property Title Policy, (v) the cost of the District Property Survey, (vi) any costs incurred in connection with the District's Due Diligence Activities, and (vii) any transfer taxes (or exempt stamp fees) imposed by the State of Illinois, Lake County or the Village of Wauconda relating to the transfer and conveyance of the Property. The Village shall pay (i) the Village's attorneys' fees related to the Closing, (ii) the cost of the Village Property Title Policy, (iii) the cost of the Village Property Survey, and (iv) any costs incurred in connection with the Village's Due Diligence Activities.

Section 8. Brokers. Each Party represents and warrants to the other Party that it knows of no broker or other person or entity who has been instrumental in causing the consummation of the transaction contemplated by this Agreement. If any broker or other person asserts a claim against a Party, through or under the other Party, for a broker's commission, finder's fee, or similar payment in connection with the transactions contemplated in this Agreement, said other Party shall indemnify and hold harmless the Party from and against any damage, liability or expense, including costs and reasonable attorneys' fees that the Party incurs because of such claim.

Section 9. Patriot Act.

A. Definitions. All capitalized words and phrases and all defined terms used in the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") and in other statutes and all orders, rules and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act,

including, but not limited to, Executive Order 13224 effective September 24, 2001, are collectively referred to as the "Patriot Rules" and are incorporated into this Section.

B. Representations and Warranties. The District and the Village hereby represent and warrant, each to the other, that each and every "person" or "entity" affiliated with each respective Party or that has an economic interest in each respective Party or that has or will have an interest in the transaction contemplated by this Agreement or in any property that is the subject matter of this Agreement or will participate, in any manner whatsoever, in the exchange and conveyance of the District Property or the Village Property is, to the best of the District's knowledge and the Village's knowledge:

- (i) not a "blocked" person listed in the Annex to Executive Order Nos. 12947, 13099 and 13224,
- (ii) in full compliance with the requirements of the Patriot Rules and all other requirements contained in the rules and regulations of the Office of Foreign Assets Control, Department of the Treasury ("OFAC"),
- (iii) operated under policies, procedures and practices, if any, that are in compliance with the Patriot Rules and available to each other for review and inspection during normal business hours and upon reasonable prior notice,
- (iv) not in receipt of any notice from the Secretary of State or the Attorney General of the United States or any other department, agency or office of the United States claiming a violation or possible violation of the Patriot Rules,
- (v) not listed as a Specially Designated Terrorist or as a blocked person on any lists maintained by the OFAC pursuant to the Patriot Rules or any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of the OFAC issued pursuant to the Patriot Rules or on any other list of terrorists or terrorist organizations maintained pursuant to the Patriot Rules,
- (vi) not a person who has been determined by competent authority to be subject to any of the prohibitions contained in the Patriot Rules, and
- (vii) not owned or controlled by or now acting and or will in the future act for or on behalf of any person or entity named in the Annex or any other list promulgated under the Patriot Rules or any other person who has been determined to be subject to the prohibitions contained in the Patriot Rules.

C. Mutual Notice; Termination. Each Party covenants and agrees that in the event it receives any notice that it or any of its beneficial owners or affiliates or participants become listed on the Annex or any other list promulgated under the Patriot Rules or indicted, arraigned, or custodially detained on charges involving money laundering or predicate crimes to money laundering, the Party that receives such notice shall immediately notify the other (the "Non-Blocked Party") and the effect of the issuance of a notice pursuant to the Patriot Rules is that the Non-

Blocked Party may elect to either: (i) obtain permission from OFAC to proceed with the Closing, in which case, the Closing Date shall be delayed until such permission is obtained, or (ii) send written notice to the other Party terminating this Agreement, in which event the Parties shall have no further rights or obligations under this Agreement, except for those rights, liabilities or obligations that survive a termination of this Agreement.

Section 10. General Provisions.

A. Integration; Modification. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, and negotiations pertaining thereto. This Agreement may be modified only by a written amendment or other agreement that is lawfully approved and executed by the Parties.

B. Interpretation.

1. Presumption. There is no presumption that this Agreement is to be construed for or against the District or the Village, or either Party as the principal author of the Agreement. Instead, this Agreement shall be interpreted in accordance with the general tenor of the language in an effort to reach the intended result.

2. Compliance with Applicable Laws. In performing their obligations under this Agreement, the Parties shall comply with all applicable federal, state, and local statutes, regulations, requirements, ordinances, and other laws ("Applicable Laws").

3. Exhibits. The following Exhibits attached hereto are incorporated herein as an integral part of this Agreement:

- Exhibit A-1: Depiction of the District Parcel
- Exhibit A-2: Legal Description of the District Parcel
- Exhibit B-1: Depiction of the Village Parcel
- Exhibit B-2: Legal Description of the Village Parcel

4. Time. Time is of the essence in the performance of this Agreement. If any date upon which action is required under this Agreement is a Saturday, Sunday, or legal holiday, the date will be extended to the first business day after such date that is not a Saturday, Sunday or legal holiday.

C. Enforcement.

1. Default. If (i) either Party fails to perform an obligation under this Agreement or (ii) any representation or warranty made by a Party hereunder is or becomes materially untrue as the result of an act or omission of said Party, and said Party does not, within 5 days after receiving written notice from the other Party of such failure, either (i) cure such failure or take action to cause such representation or warranty to become materially true or (ii) if such failure cannot reasonably be cured within 5 days or if such action cannot reasonably be completed within 5 days, commence and diligently pursue a cure for such failure or such action, then, the other Party

Attn: Matthew Norton, Esq.
Email: matt.norton@hklaw.com

if to the Village:

Village of Wauconda
101 North Main Street
Wauconda, IL 60084
Attn: Douglas K. Maxeiner
Email: dmaxeiner@Wauconda-il.gov

with a copy to:

Attn: _____
Email: _____

Any notice shall be deemed given upon actual receipt. Nothing in this Section will be deemed to invalidate a notice that is actually received, even if it is not given in strict accordance with this Section.

The undersigned execute this Agreement on the dates next to their signatures and acknowledge that this Agreement will become effective as of the Effective Date.

Date: _____

Lake County Forest Preserve District

By: _____
Name: Ann B. Maine
Title: President

Attest:
By: _____
Name: Julie Gragnani
Title: Board Secretary

Date: _____

Village of Wauconda

By: _____
Name: Frank A. Bart
Title: Mayor

Attest:
By: _____
Name: Gina Strelecki
Title: Village Clerk

Exhibit A-1

Depiction of District Parcel

Exhibit A-1

Lake County Forest Preserve District
1899 W Winchester Rd
Libertyville, IL 60048
847-367-6840
www.lcfpd.org

Legend

-  Forest Preserve Property
-  Parcel to Wauconda



Courtesy Copy Only.
Property boundaries indicated are provided for general location purposes. Wetland and flood limits shown are approximate and should not be used to determine setbacks for structure or as a basis for purchasing property.

Prepared using information from:
Lake County Department of Information & Technology: GIS/Mapping Division
18 North County Street
Waukegan, Illinois 60088-4357
847-377-2573



2014 Aerial Photo

Map Prepared 26 August 2016



{20/74.45/FORESTPR/00033992.DOC} Exhibit A-1

Exhibit A-2

Legal Description of District Parcel

(To be attached)

Exhibit B-1

Depiction of Village Parcel

Exhibit B-1

Lake County Forest Preserve District
1899 W Winchester Rd
Libertyville, IL 60048
847-367-6640
www.lcfpd.org

Legend

-  Forest Preserve Property
-  Parcel to District



Courtesy Copy Only.
Property boundaries indicated are provided for general location purposes. Wetland and flood limits shown are approximate and should not be used to determine setbacks for structure or as a basis for purchasing property.

Prepared using information from:
Lake County Department of Information & Technology: GIS/Mapping Division
18 North County Street
Waukegan, Illinois 60085-4357
847-377-2373



2014 Aerial Photo

Map Prepared 26 August 2016



Exhibit B-2

Legal Description of Village Parcel

That part of the Northwest Quarter of Section 30, Township 44 North, Range 10, East of the Third Principal Meridian, described as follows: Commencing at the Southwest Corner of the Northwest Quarter of said Section 30, thence North 5 degrees 17 minutes 36 seconds West along the West line of the Northwest Quarter of said Section 30, a distance of 352.88 feet to the place of beginning of the parcel intended to be described; thence continuing North 5 degrees 17 minutes 36 seconds west along said west line a distance of 250.0 feet; thence North 89 degrees 50 minutes 42 seconds east parallel with the North line of State Aid Route 176 a distance of 325.0 feet; thence South 5 degrees 17 minutes 26 seconds East parallel with the West line of said Northwest Quarter a distance of 250.0 feet; thence South 89 degrees 50 minutes 42 seconds west parallel with the North line of State Aid Route 176 a distance of 325.0 feet to the place of beginning in Lake County, Illinois.

**A RESOLUTION APPROVING CONVEYANCE OF
LAND TO LAKE COUNTY FOREST PRESERVE DISTRICT**

WHEREAS, the Lake County Forest Preserve District (the "District") currently owns fee simple title to that certain real property consisting of approximately 0.35 acres and generally depicted as "Parcel to Wauconda" on Exhibit A-1 (the "District Parcel"); and

WHEREAS, the District Parcel is adjacent to property owned by the Village of Wauconda (the "Village") that is used by the Village for a Village water tower; and

WHEREAS, the Village currently owns fee simple title to that certain real property consisting of approximately 1.9 acres located within the Village along Grand Boulevard, north of West Illinois Route 176, generally depicted as "Parcel to District" on Exhibit B-1 (the "Village Parcel"); and

WHEREAS, the Village Parcel is adjacent to the District's "Lakewood Forest Preserve"; and

WHEREAS, the Village and the District have negotiated an "Intergovernmental Agreement by and between Lake County Forest Preserve District and Village of Wauconda Regarding Exchange of Land," pursuant to which the Village would convey the Village Parcel to the District and the District would convey the District Parcel to the Village, in substantially the form attached hereto as Exhibit C-1 (the "IGA"); and

WHEREAS, the Village has approved the IGA; and

WHEREAS, the District has adopted, or intends to adopt (i) an ordinance declaring that it is necessary or convenient for the District to use, occupy or improve the Village Parcel for public purposes and requesting that the Village convey the Village Parcel to the District (the "District Ordinance"); and (ii) a resolution approving the conveyance of the District Parcel to the Village (the "District Resolution"); and

WHEREAS, pursuant to Section 10 of Article VII of the Illinois Constitution of 1970, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., the Local Government Property Transfer Act, 50 ILCS 605/0.01, et seq., and other applicable authority, the Village is authorized to acquire the District Parcel from the District and to convey the Village Parcel to the District; and

WHEREAS, it is in the best interests of the Village to convey the Village Parcel to the District;

NOW, THEREFORE BE IT RESOLVED by the President and Board of Trustees of the Village of Wauconda, Lake County, Illinois that

SECTION I: Recitals. The recitals set forth above are incorporated as part of this Resolution by this reference.

Exhibit A-1

Lake County Forest Preserve District
1899 W Winchester Rd
Libertyville, IL 60048
847-367-8840
www.lcfd.org

Legend

-  Forest Preserve Property
-  Parcel to Wauconda



Courtesy Copy Only:
Property boundaries indicated are provided for general location purposes. Wetland and flood limits shown are approximate and should not be used to determine setbacks for structure or as a basis for purchasing property.

Prepared using information from:
Lake County Department of Information & Technology: GIS/Mapping Division
18 North County Street
Waukegan, Illinois 60085-4357
847-377-2373



2014 Aerial Photo

Map Prepared 26 August 2016



Exhibit B-1
Depiction of Village Parcel

Exhibit B-1

Lake County Forest Preserve District
 1898 W Winchester Rd
 Libertyville, IL 60048
 847-367-6640
 www.lcfd.org

Legend

-  Forest Preserve Property
-  Parcel to District



Courtesy Gery Only
 Property boundaries indicated are provided
 for general location purposes. Wetland
 and flood limits shown are approximate and
 should not be used to determine setbacks for
 structure or as a basis for purchasing property.

Prepared using information from:
 Lake County Department of Information
 & Technology: GIS/Mapping Division,
 18 North County Street
 Waukegan, Illinois 60085-4557
 847-377-2373



2014 Aerial Photo

Map Prepared 26 August 2016

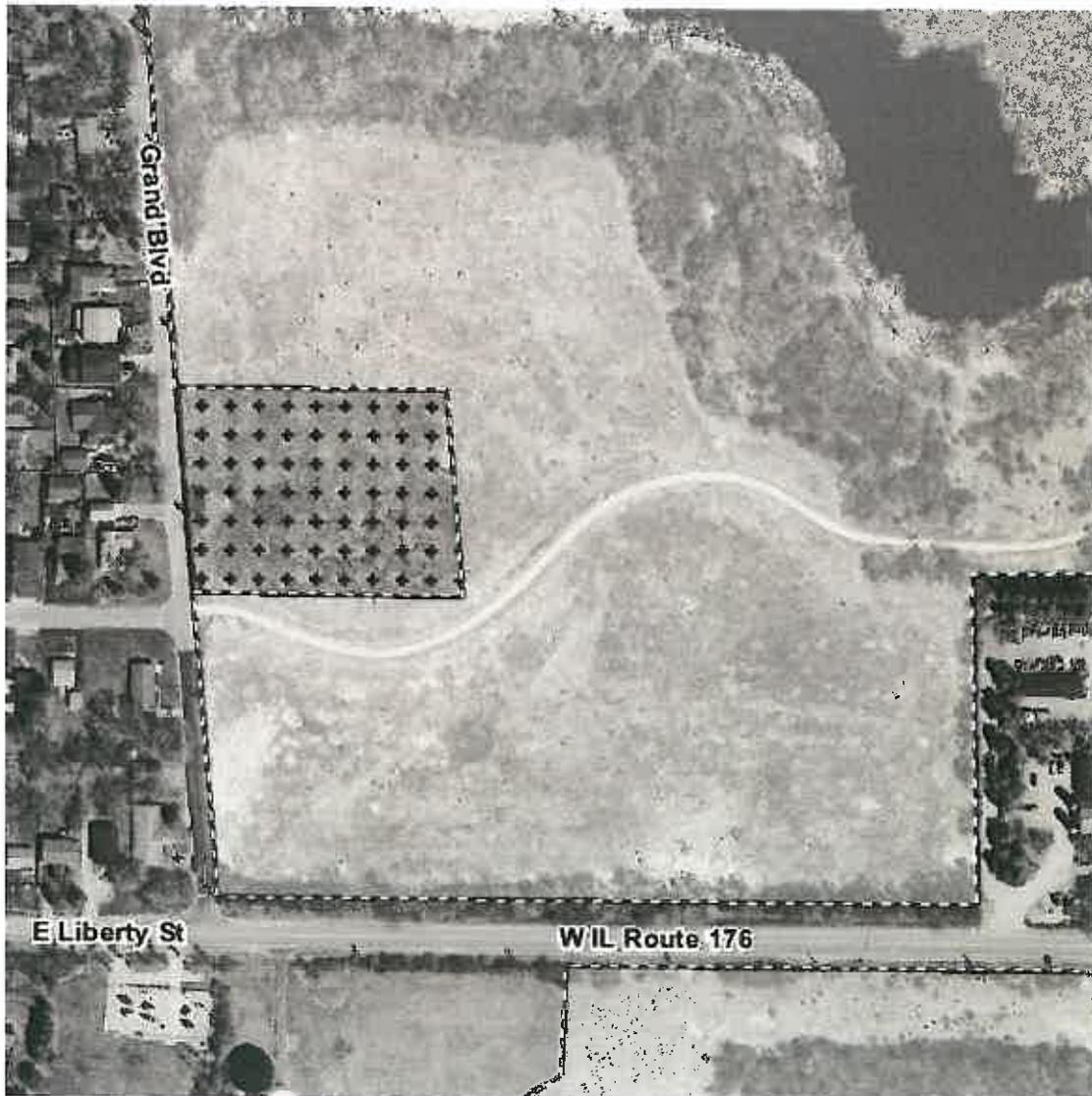


Exhibit C-1

IGA

AGENDA SUPPLEMENT

TO: Mayor Bart and Village Board

FROM: Doug Maxeiner, Village Administrator

FOR: September 19, 2016 Regular Village Board Meeting

RE: Request from Streamwood High School for the Waiver of the Watercraft Permit Requirement to Host a High School Bass Fishing Tournament on Bang's Lake on October 15, 2016.

Background. Attached is a letter from Marty Baker requesting permission, on behalf of Streamwood High School, to hold the Streamwood High School Fall Classic Bass Tournament on Bangs Lake on October 15, 2016. Specifically, the letter requests the waiver of the watercraft permit requirement to operate a boat on the lake.

Analysis. Bass fishing is now a recognized sport in Illinois by the Illinois High School Association (IHSA) and Bang's Lake is recognized as an attractive location to conduct these high school fishing events. Streamwood has worked with Wauconda in the past to gain permission to hold this event on Bang's Lake holding one of the first recognized fall fishing tournaments here in 2011. The event is a catch and release tournament.

The school is requesting a waiver of the inspection and permit requirement to operate watercraft on the lake. IHSA requires a safety inspection of boats prior to launch and a \$10 launch fee per boat will be provided to Lindy's Landing which will be used for restocking efforts.

Typically, staff objects to the waiver of the inspection requirement since safety is the utmost concern for the operation of watercraft on the Lake. However, in this instance, IHSA officials will be conducting a boat safety inspection prior to launch. As such, staff is recommending the issuance of a group permit, free of charge, contingent upon IHSA conducting their safety inspection prior to launch. The event requires little or no Village support services and will draw people to Wauconda benefitting the community.

Recommendation. Staff recommends approval of the request from Streamwood High School for a waiver of the permit fee and watercraft inspection requirement contingent on IHSA officials performing a safety inspection of each watercraft prior to launch on October 15, 2016 for the Fall Classic High School Bass Tournament.



School District U-46
Streamwood High School
David Smiley, Principal
701 West Schaumburg Rd Streamwood, IL 60107-1299
Tel: 630.213.5500
Fax: 630.483.5909

Tony Sanders, Chief Executive Officer

U-46.org

September 1, 2016

Dear Wauconda Village Board:

Streamwood High School would like to host a bass fishing tournament on Bang's Lake Oct 15, 2016 with slot limits and safety inspection stickers waived. I ask you to consider allowing us to use a 12" size limit for our tournament. This is the limit used in the IHSA sectional and state meet. This is a catch and release tournament with no live bait allowed. The tournament is an IHSA sanctioned event. IHSA bass fishing is a co-ed activity. All participants are high school students that are members of school bass clubs. Each boat undergoes a safety inspection prior to launch according to IHSA rules.

Boat launch and weigh-in will take place at Lindy's Landing. Lindy's Landing will be charging us \$10 per boat participating in our tournament. That money, as I understand, will be donated to the lake restocking fund.

Streamwood High School has a good history of hosting tournaments at Bang's Lake. We have hosted tournaments Spring and Fall since 2011. We would like to build on that tournament experience and continue to build interest in the sport of bass fishing.

Sincerely,

A handwritten signature in black ink, appearing to read 'Marty Baker', is written over a white background.

Marty Baker

AGENDA SUPPLEMENT

TO: MAYOR BART AND VILLAGE BOARD

FROM: Doug Maxeiner, Village Administrator

FOR: SEPTEMBER 19, 2016 REGULAR VILLAGE BOARD MEETING

RE: APPROVAL OF UPDATED INVESTMENT POLICY

Finance Director Ed McKee presented the proposed investment policy to the Village Services Committee on September 6, 2016. The Committee noted that it had recently updated the Village's banking agreement and that it was logical to review and update the investment policy at this time.

The Village primarily utilizes the Wauconda Community Bank and the Illinois State Treasurer's pool as investment vehicles and this practice is expected to continue after adoption of the proposed investment policy. These two investments are very secure in terms of avoiding a loss of principal, are highly liquid, and earn a market rate of return.

The proposed investment policy explains the various investment vehicles authorized and makes the following changes from the current policy:

- 1) Collateral requirements for bank deposits were increased to 105% of the amount in excess of FDIC limits (the current requirement is 100%).
- 2) Minimum, target, and maximum allocations were established for each type of investment.
- 3) Investments of 3 or more years in maturity require a written explanation as to why that purchase is appropriate (the current requirement is 5 years).

After reviewing these issues and other items in the proposed investment policy, the Committee unanimously recommended that it be forwarded to the Village Board for approval at the September 19, 2016 Meeting. The materials reviewed by the Committee are attached for reference.

Recommendation. Staff recommends approval of the proposed investment policy.

COMMITTEE LEVEL

AGENDA SUPPLEMENT

TO: Mayor Bart and Village Board
FROM: Doug Maxeiner, Village Administrator
FOR: September 6, 2016 Regular Village Board Meeting
RE: Approval of Updated Investment Policy

Background. Finance Director Ed McKee was asked to update the Village's current investment policy. The current policy was adopted on March 20, 2007 and has served the Village well. Ed has drafted a summary memorandum explaining the most significant changes in the proposed investment policy. Ed's memo, the proposed investment policy, the existing investment policy, and resolutions designating depositories are attached.

Analysis. Ed's memo outlines the history of the current investment policy and why changes are being proposed. Adoption of the new investment policy will not alter the Village's current approach to investing. The Village primarily utilizes the Wauconda Community Bank and the Illinois State Treasurer's pool as investment vehicles and this practice is expected to continue after adoption of the proposed investment policy. The proposed investment policy maintains all existing authorized depositories identified in resolutions 2013R-06 and 2015-R-07.

Recommendation. Staff recommends approval of the proposed investment policy.

To: Doug Maxeiner, Village Administrator
From: Ed McKee, Finance Director
Date: September 6, 2016
Re: Investment Policy

I have reviewed the Village's current investment policy adopted March 20, 2007. That investment policy has many good provisions to help ensure that Village investments are made with appropriate care. In addition to the investment policy itself, past practice has been by resolution to include a large number of financial institutions as designated depositories. This may have been done to provide the staff flexibility in purchasing certificates of deposits or for negotiation purposes in establishing and maintaining banking relationships. Having many financial institutions listed is not necessarily harmful, but it is worthwhile to note that the Village is not currently tracking or utilizing many of these entities.

The vast majority of the Village's current investments and bank balances are with Libertyville Bank and Trust (also known as Wauconda Community Bank) and the Illinois Funds Treasurer's Pool. Smaller balances are maintained at Amalgamated Bank (for processing Special Service Area #1 transactions related to a bond issue), at The Chicago Trust Company (also known as Lake Forest Bank and Trust, a Wintrust Wealth Management Company) which holds less than \$10,000 of investment securities purchased by the Village, and at the Illinois Metropolitan Investment Fund.

Given the very low and flat interest rate environment facing municipalities, the Village's current allocation of splitting balances between the State investment pool and one other financial institution is sound. Within the last year, the banking relationship was reviewed and approved by the Board and reflects market rates for services. Splitting bank balances among many financial institutions complicates internal controls, makes operations less efficient, and reduces the Village's bargaining position.

Attached is a proposed investment policy for the Village that reflects more detail on the types of investments that would be permissible. Section 7 of the current policy indicates that "Investments may be made in any type of security authorized per the Illinois Compiled Statutes regarding the investment of public funds." The proposed investment policy outlines the currently permissible investments and sets a minimum, target, and maximum allocation for each type of investment. If there was to be a significant change in the target allocation of investments, that information would be communicated to the Manager and Village Board by the Village Finance Director.

Some investment policies also recite a list of the prohibited investments. I think listing the authorized investments is sufficient. The following investments are specifically listed as prohibited in the Investment Act (30 ILCS 235): reverse repurchase agreements, common or preferred stocks, futures and options, margin purchases or intentional use of leverage, private or direct placements, commodities, direct ownership of real estate or mortgages, non-U.S. dollar denominated securities, stripped mortgage backed securities (i.e., interest-only (IO) and principal-only (PO) securities, convertible notes or bonds, purchase, participation, or other direct interest in gas, oil, or other mineral exploration or development programs. If the Board wishes to add this list of prohibited investments, we can easily make that addition.

Given the current interest rate environment, the Village's investable balances, and projected cash-flows, it might be marginally advantageous to hire an investment manager to invest a portion of the Village's assets (\$3 to \$5 million, mostly coming from the balance at the State investment pool). There is a risk in hiring an investment manager that the return they provide could be less, especially over shorter time periods, than that earned using the current 50% Illinois Funds 50% Bank Balance approach. Additionally, the State investment pool is managed more conservatively than an individual account would be which means there is a more stable dollar value each day with the State investment pool. This more stable dollar value, however, comes at the price of a slightly lower return most of the time. The staff is not proposing to hire an investment manager at this time, but that may be something the Village Board may be asked to consider in the future.

Attached are the following Exhibits for reference:

- A – Village of Wauconda, Illinois Investment Policy (Proposed)
- B – Resolution 2015-R-07 Designating the Chicago Trust Company as a Depository
- C – Resolution 2013-R-06 Designating Depositories for the Village
- D – Village of Wauconda, Illinois Investment Policy (dated March 20, 2007)

Recommendation:

Consideration of the proposed investment policy by the Village Board.

Disclosures:

Like many individuals, I personally own common stock and mutual funds, some of which have a direct ownership interest in depositories designated by the Village. I have no material influence on any of these entities. My known interests in depositories or investment related entities are as follows:

- 1) Prior to my employment with the Village of Wauconda, I had and continue to hold common stock in J.P. Morgan Chase (financial institution numbers 8 and 23 of Exhibit C). The Village does not currently utilize this authorized depository.*
- 2) Prior to my employment with the Village of Wauconda, I retained Sawyer Falduto Asset Management. While the Police Pension Fund utilizes this financial advisor, the Village currently does not.*
- 3) I own several mutual funds which likely have ownership interest in some of the authorized Village Depositories.*

**VILLAGE OF WAUCONDA, ILLINOIS
INVESTMENT POLICY**

SCOPE

This Investment Policy applies to the investment activities of all funds of the Village of Wauconda ("Village"), except for the Police Pension Fund, and Deferred Compensation Plans. Cash held in all funds, except those listed above, shall be administered in accordance with the provisions of this Policy.

INVESTMENT OBJECTIVES

The following investment objectives, in order of preference, will be applied in the management of Village funds.

The primary objective of the Village's investment activities is the protection of investment principal.

The Village investment portfolio will remain sufficiently liquid to meet anticipated cash flow requirements.

The Village will strive to earn a market rate of return commensurate with the investment risk taken.

The Village will employ mechanisms to control risks and diversify its investments.

The investment portfolio managed under this policy shall be designed with the objective of regularly exceeding the average return of a U.S. Treasury Bill or Treasury Index that most closely reflects the duration of the investment portfolio.

PRUDENCE

Investments shall be made with the kind of judgment and care that persons of prudence, discretion and intelligence, under circumstances then prevailing, exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital and the probable income to be derived.

INVESTMENT RESPONSIBILITY, PERFORMANCE AND REPORTING

The Finance Director shall be responsible for the investment of the Village's funds and shall establish written procedures consistent with this Investment Policy. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions and establishment of internal controls.

No person may engage in an investment transaction except as provided under terms of this Investment Policy and the procedures established by the Finance Director.

Performance of the Village's portfolio shall be reported in the Village's Comprehensive Annual Financial Report (CAFR or audit) and shall include summary portfolio composition and performance information. A monthly schedule of investments will also be prepared by the Finance Director, reviewed by the Village Administrator, and distributed to the Village Board containing all information deemed relevant to investment performance or required by applicable State Law, including the Illinois Public Funds Investment Act, 30 ILCS 235/.01 *et seq.*

Material deviations from projected investment strategies shall be reported timely to the Village Administrator.

INVESTMENT MATURITY AND LIQUIDITY

The Finance Director will not speculate on interest rate changes. Unless matched to a specifically identified cash flow need, the investment portfolio shall have the following maximum maturities:

No mortgage backed securities with an average life exceeding 4 years or other investments with a final maturity beyond 4 years may be purchased.

At least 50% of the cash and investment balance must have a final maturity or average life of three years or less.

Any investment purchased by the Finance Director or designee with a maturity longer than three years must be supported by a written explanation for the purchase. A designee shall include brokers, registrars, and others acting on behalf of the Finance Director to implement the purchase, sale, registration, release, or security related function. The measurement of compliance with these investment guidelines will be at the time the investment is purchased.

SELECTION OF INVESTMENT ADVISORS, MONEY MANAGERS, AND FINANCIAL INSTITUTIONS

The Finance Director shall maintain a list of financial institutions and brokers / dealers who are authorized to provide investment services. Selection of those providing investment services shall be made by the Village Board and shall be based on the creditworthiness, experience, and ability of those businesses to deliver excellent services, products, and investments to the Village at a fair price.

FINANCIAL INSTITUTIONS

Any financial institution selected by the Village Board may be retained to provide investment management services and/or normal banking services, including, but not limited to: checking accounts, wire transfers, purchase and sale of investment securities and safekeeping services. Fees or compensating balances, if any, shall be mutually agreed to by an authorized representative of the financial institution and the Finance Director.

The Finance Director or designee may transfer balances, open and close accounts, and transact Village business with any qualified financial institution approved by the Village Board.

INVESTMENTS

The Finance Director may invest in any type of security allowed by this policy which is more limited than the investment options set forth in the Illinois Compiled Statutes. A description of those securities is as follows:

- 1) US Treasury bonds, notes, bills certificates of indebtedness, or any debt issuances by Agencies operating under a U.S. Congressional Charter.
- 2) Interest-bearing investments including; savings accounts, certificates of deposit, repurchase agreements of government securities, or time deposits constituting direct obligations of any bank as defined by the Illinois Banking Act and only those insured by the Federal Deposit Insurance Corporation (FDIC).
- 3) Bank obligations include (a) dollar-denominated direct obligations of domestic banks which are organized and operating in the United States and are members of the FDIC as well as foreign branches and such banks. These obligations include but are not limited to Domestic or Eurodollar Certificates of Deposits (CDs), Time Deposits, Bankers' Acceptances and Deposit Notes, (b) Dollar denominated obligations of the domestic branches of foreign banks. These include but are not limited to Yankee Certificates of Deposit (CDs), Time Deposits, Bankers' Acceptances, Deposit Notes.
- 4) Short-term discount obligations of the Federal National Mortgage Association or in shares or other forms of security legally issuable by savings and loan associations incorporated under the laws of the State of Illinois or any other state or under the laws of the United States of America and only in those savings and loan associations insured by the Federal Deposit Insurance Corporation (FDIC).
- 5) Mortgage-Backed Securities (MBS) backed by the full faith and credit of the United States.
- 6) Short-term obligations of corporations (Commercial Paper) organized in the United States of America with assets exceeding \$500,000,000 if (a) such obligations are rated at the time of purchase with the highest classification by at least two standard rating services, (b) and such investment is no more than 33% of the cash and investment balance at the time of placement, and (c) such purchases do not exceed 10% of the corporation's outstanding obligations.
- 7) The Illinois Funds, as managed by the Treasurer of the State of Illinois.

8) Municipal Securities includes Municipal Notes, Municipal Bonds, Tax-Exempt Variable rate Demand Notes, Tender Option Bonds and Tax-Exempt Commercial Paper of U.S. domiciled Municipalities.

9) Money market mutual funds registered under the Investment Company Act of 1940, as defined by Rules 2a-7.

10) The Illinois Metropolitan Investment Fund, a government investment fund created under the Illinois Municipal Code.

The following table outlines allowable investments, including minimum, target, and maximum allocations.

Approved Instruments	Minimum	Target	Maximum
U.S. Treasuries	0%	0%	100%
U.S. Agencies	0%	0%	50%
Commercial Paper	0%	0%	33%
Mortgage Back Securities	0%	0%	25%
Bank Obligations, including Certificates of Deposit	0%	50%	100%
Municipal Securities	0%	0%	25%
The Illinois Fund	0%	50%	100%
Money Market Funds	0%	0%	100%
The Illinois Metropolitan Investment Fund	0%	0%	50%

The following table outlines allowable investments, including setting the maximum maturity that may be purchased and setting minimum quality standards.

Credit Quality and Duration Limits	Maximum Maturity (Note)	Minimum Quality
U.S. Treasuries	4 Yrs	N/A
U.S. Agencies	4 Yrs	N/A
Commercial Paper	270 Days	A1/P1
Bank Obligations	4 Yrs	A+
Mortgage Back Securities	4 Yrs	AAA
Municipal Securities	4 Yrs	A+
Illinois Fund	N/A	N/A
Money Market Fund	N/A	AAA

Note: If the average life of the security is less than the maximum maturity amount shown above, the investment will be deemed to be in compliance with the maximum maturity. The average quality of the entire portfolio must be maintained at a level of "AA" or better.

The Finance Director will not purchase financial forwards or futures, leveraged investments, lending securities or reverse repurchase agreements. Repurchase agreements of government securities will only be purchased if specific securities are under the exclusive control of the Finance Director or its agent.

Purchases of Bank Certificates of Deposit will be based on a comparison of yields offered, Treasury Security Yields, collateral agreements in place, and financial institution health.

DIVERSIFICATION

With the exception of U.S. Treasury obligations, U.S. Agencies, pooled investments such as Illinois Funds, IMET, separately managed accounts, and Collateralized Investments, no single issuer shall represent greater than 5% of the investment portfolio at the time the investment is made.

COLLATERAL

The collateral requirements below shall apply only to investments made directly by the Finance Director or designee. Investments made by Investment Managers, including investment pools, may elect to comply with these collateral requirements, but are not required to do so.

Bank balances in excess of FDIC limits shall be collateralized. At the Village's sole discretion, the following may be accepted as collateral:

- U.S. Government securities

- Obligations of Federal agencies

- Obligations of Federal Instrumentalities

- Any obligations of a State Government in the United States rated "A" or better

- Obligations of the Village of Wauconda

- General Obligations Bonds of other municipalities rated "A" or better.

- Any other collateral identified in Illinois Compiled Statutes as acceptable for use by the Treasurer of the State of Illinois.

The fair market value of collateral required to secure Village deposits and investments will be not less than 105% of the fair market value of the net amount of public funds secured, and may be more than 105% depending on the type of collateral used. The Financial Institution pledging collateral shall immediately post additional collateral should the fair market value of collateral fall below 105% of the fair market value of public funds secured in excess of FDIC limits.

Pledged collateral shall be held in the Village's name by the Finance Director or its agent and shall be evidenced by a safekeeping agreement. Collateral shall not be released without an authorized signature from the Finance Director or designee. Exchange of collateral of like value may be permitted with prior written approval of the Finance Director.

INTERNAL CONTROLS

The Finance Director shall establish a system of internal controls, which shall be documented in writing. The internal controls shall be reviewed by an independent certified public accountant in conjunction with the annual examination of the financial statements. The controls shall be designed to prevent losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent action by Village employees and officers.

One of the required elements of the system of internal controls shall be the timely reconciliation of all bank accounts. Bank reconciliations shall be performed on a monthly basis and shall be completed no later than forty - five (45) days after the bank statement cut off date.

The aforementioned policy is established as the standard for professional responsibility and shall be applied in the context of managing the Village's overall portfolio. The Finance Director or designee acting in accordance with this investment policy and established procedures while exercising due diligence in their duties shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided that deviations from expectations are reported in timely fashion, and appropriate action is taken to control adverse developments.

Ethics and Conflicts of Interest

Officers or employees of the Village involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions.

Adopted this ____ **day of** _____, 2016, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed:

Village Mayor

Countersigned:

Village Clerk

**Village of Wauconda
Internal Control Procedures
Promulgated by the Finance Director as of September 6, 2016**

Authorized Persons:

Village employees authorized to purchase investments, sell investments, and release collateral:

Douglas K. Maxeiner, Village Administrator
Edward F. McKee, Jr., Finance Director and Treasurer

Two Village employees must approve in writing the purchase or sale of individual securities. No approval is required for the return of investment principal or interest to the account from which said investment was purchased.

Investment Transactions and Security Measures:

All investment transactions shall be processed as delivery versus payment or DVP, to ensure that the Village ownership of securities purchased or sold is always clear. Additionally, all investments will be held by a third party financial institution and evidenced by a safekeeping agreement in a form acceptable to the Finance Director and the Village's independent auditors.

The Village shall utilize security codes mutually agreed to by the Village and Financial institutions to process investment transactions, collateral transactions, and wire transfers. At a minimum, these procedures shall include at least one of the following: passwords, taped phone conversations, call back on non repetitive wire transfers, limiting authorized account numbers, and designation of repetitive transaction types.

Internal Controls:

The internal controls as stated in the policy will be performed monthly.

The Assistant Finance Director shall prepare and initial monthly bank reconciliations within 45 days of the cut off statement date. The Finance Director shall periodically review said reconciliations.

The Finance Director shall cause to be prepared monthly a schedule listing all bank balances (per the Village's general ledger) and investments held. Said reports shall be distributed to the Village Administrator and Village Board to allow for the monthly review of the investment effectiveness and meeting the investment policy objectives.

**List of Authorized Investment Advisors, Money Managers, and Financial Institutions
As of September 6, 2016.**

Investment Advisors and Depositories:

- 1) All those financial institutions listed in the investment policy, including money market funds utilized by those institutions and investment vehicles established by the Illinois State Treasurer for use by Municipalities.
- 2) All financial institutions approved on May 28, 2013 as reflected in Resolution 2013-R-06, copy attached). Institutions numbered 9, 17, and 22 are currently utilized by the Village (Libertyville Bank and Trust also known as Wauconda Community Bank, The Illinois Funds Treasurer's Pool, and The Illinois Metropolitan Investment Fund also known as IMET).
- 3) The Chicago Trust Company (Lake Forest Bank and Trust Company, a Wintrust Wealth Management Company) as reflected in Resolution 2015-R-07. This entity holds securities, such as issued by the Government National Mortgage Association (GNMA).
- 4) Sawyer Falduto Asset Management (currently utilized by the Police Pension Fund for fixed income and equity investing).
- 5) The Federal Reserve Bank of Boston (the Federal Reserve Bank that specializes in safekeeping for Local Governments).

RESOLUTION NO. 2015-R-07

A RESOLUTION DESIGNATING THE CHICAGO TRUST COMPANY
(A WINTRUST WEALTH MANAGEMENT COMPANY) AS A
DESIGNATED DEPOSITORY FOR THE VILLAGE OF WAUCONDA

Approved this 2nd day of June, 2015.

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

Ayes:	Nays:	Absent/Abstain:
<u>X</u>	_____	_____
<u>X</u>	_____	<u>Abstain</u>
<u>X</u>	_____	_____
<u>X</u>	_____	_____
<u>X</u>	_____	_____

APPROVED:

By: [Signature] Date: 15 JUNE 15
FRANK A. BART, President

ATTEST:

By: [Signature]
Gina Strelecki, Village Clerk



Corporate Resolution

THE CHICAGO TRUST COMPANY
440 LAKE ST.
ANTIOCH, IL 60002

7L-0149-01-4

ACCOUNT NUMBER

June 2nd

2015

I, Gina Strelecki, Village Clerk

do hereby certify that, I am the duly elected/appointed and qualified Secretary and the keeper of the records and corporate seal of VILLAGE OF WAUCONDA, a corporation organized and existing under the laws of Illinois and that the following is a true and correct copy of certain resolutions duly adopted at a meeting of the Board of Directors thereof, convened and held in accordance with law and the by-laws of said corporation on the 2nd day of June, 2015 and that such resolutions are now in full force and effect and are not in contravention of, or in conflict with the by-laws or the charter or articles of Incorporation of said corporation, and that the following resolutions also constitute an agreement by said corporation with LAKE FOREST BANK & TRUST COMPANY ("Bank") in respect to the matters herein set forth:

BE IT RESOLVED, that the Bank be and hereby is designated as a depository of this corporation. The depository relationship governed by these regulations and agreements may be terminated by this corporation by written notice to said bank, or by said bank by written notice to this corporation.

BE IT FURTHER RESOLVED, that the funds of this corporation may be deposited by its officers, agents and employees and that the President, and Vice President, the Treasurer, and Assistant Treasurer, the Secretary, and Assistant Secretary, or any other officer of this corporation be and hereby is authorized to open and maintain an account or accounts with said Bank and to endorse and deposit with said Bank negotiable instruments and orders for the payment of money which endorsements may be made in writing or by a stamp and without designation of the person so endorsing, and it being understood and agreed that on all such items deposited all prior endorsements are guaranteed by this corporation whether or not expressly incorporated therein. Said Bank may return to this corporation any item not clearly endorsed by the corporation, or may endorse any such item on the corporation's behalf in order to facilitate collection. The Bank shall not be liable for any delays in the presentment or return of negotiable instruments and orders for the payment of money which are not properly endorsed.

AND BE IT FURTHER RESOLVED, that any 2 of the following: The Chairman of the Board of Directors, the President, any Vice President, the Treasurer, any Assistant Treasurer, the Secretary, any Assistant Secretary, or Frank A. Bart, Mayor

Douglas K. Maxeiner, Village Administrator

Bradford C. Fink, Treasurer

(Use blank spaces for additional titles or to authorize counter-signatures. Rule out all spaces not so used. Rule out titles of all officers not authorized to sign.)

(or any other officers, agents or employees who may hereafter be designated in writing by N/A) of this corporation be authorized: (Rule out if inapplicable.)

To make and from time to time continue to make arrangements and to issue such instructions as to him/them shall seem proper for the conduct of any such account or accounts, and

To sign checks and orders for the payment of money withdrawing funds from said account or accounts whether such checks and orders create or increase an overdraft of said account or accounts or not, (payment or non payment of any such overdraft to be at the option of said Bank), and the Bank is hereby authorized and directed to act upon and honor any instructions so issued and to honor, pay and charge to any account or accounts, of this corporation all checks and orders for the payment of money so drawn when so signed without inquiring as to the circumstances of their issue or the person signing them, or any of said officers or persons in their individual capacities or not, and whether they are deposited to the individual credit of or tendered in payment of the individual obligation of any officer or person signing them or of any of the other officers or persons or not, and

CHECKS ENDORSING (Manual) SIGNATURE

To endorse for negotiation, negotiate, and receive the proceeds of any negotiable instruments or orders for the payment of money payable to or belonging to this corporation, and

To identify, approve, endorse, and guarantee the endorsement of any payee or endorser on any checks or drafts whether drawn by this corporation or anyone else and to guarantee the payment thereof, and delegate to others authority to so identify, approve, and endorse, and guarantee the endorsement of any payee or endorser on any such checks or drafts and to guarantee the payment thereof.

AND BE IT FURTHER RESOLVED, that the Bank as a designated depository of this corporation be and it is hereby requested, authorized and directed to honor checks, drafts or other orders for the payment drawn in this corporation's name, including those drawn to the individual order of any person or persons whose name or names appear thereon as signer or signers thereof, when bearing or purporting to bear the facsimile signature(s) of any 2 of the (insert number of signatures required on each instrument.)

Frank A. Bart, Mayor

Douglas K. Maxiener, Village Administrator

Bradford C. Fink, Treasurer

and the Bank shall be entitled to honor and to charge this corporation for all such checks, drafts or other orders, regardless of by whom or by what means the facsimile signature or signatures thereon may have been affixed thereto, if such facsimile signature or signatures resemble the facsimile specimens duly certified to or filed with the Bank by the Secretary or other officer of this corporation.

AND BE IT FURTHER RESOLVED, that any of the above named persons may issue an oral or written stop payment order which must specify the precise account number, payee, date, amount and number of the item (which number should be MICR encoded if the item is a check). It is further agreed that said Bank may honor and charge to this corporation checks, drafts, or other orders for the payment of money, otherwise properly payable without regard to the date thereon, and Bank will not be responsible or liable for any stop payment order placed on any such items after payment thereof, but in advance of its date.

AND BE IT FURTHER RESOLVED, that any 2 of the following: The Chairman of the Board of Directors, the President, any Vice President, the Treasurer, any Assistant Treasurer, the Secretary, any Assistant Secretary, or (insert number of signatures required on each instrument.)

Frank A. Bart, Mayor

Douglas K. Maxiener, Village Administrator

Bradford C. Fink, Treasurer

(Use blank spaces for additional titles or to authorize counter-signatures. Rule out all spaces not so used. Rule out titles of all officers not authorized to sign.)
of this corporation be authorized upon such terms and conditions to him/them shall seem proper:

To borrow money and incur liabilities for, on behalf and in the name of this corporation, to sell or discount its bills and accounts receivable, to enter into, make, sign, and deliver repurchase, revolving credit, term loan and other agreements, including subordination and similar agreements, to sign, execute, and deliver acceptances and promissory notes (including notes with a confession of judgment clause) and other obligations of this corporation for such amounts, for such time, at such rate of interest or discount, and containing such terms and provisions and such collateral powers as to him/them shall seem proper, and

To receive and receipt for and to sign orders and issue instructions for the handling and delivery of the proceeds of promissory notes and other obligations, and

To pledge, endorse, guarantee, assign, transfer, and deliver the bills and accounts receivable, bills of lading, warehouse receipts, stocks, bonds, or other property of this corporation as security for any moneys borrowed and as security for any liability incurred or to be incurred by this corporation in connection with any acceptance, note, letter of credit, guaranty, trust receipt or otherwise, and

To grant liens (by way of mortgage, pledge, assignment, factor's lien, trust receipt, or any other liens whether similar or dissimilar to the foregoing) on any and all property or interest therein (including, without limiting the generality of the foregoing, real property, chattels, materials, work in process, bills and accounts receivable, warehouse receipts, stocks and bonds) from time to time owned by this corporation, as security for any moneys borrowed and any liabilities, direct or contingent, now or hereafter owing or to become owing from this corporation to the Bank and in connection therewith to endorse and deliver any such property or interest therein and to execute and deliver agreements concerning such security and the rights and powers of said Bank with respect thereto, and

To buy and sell foreign exchange, to purchase letters of credit, travelers' checks, and similar instruments and for, on behalf and in the name of this corporation to incur liabilities in connection therewith and in connection with the purchase, sale, or negotiation of any bills of exchange, letters of credit, travelers' checks, acceptances, drafts, bills of lading, and similar instruments, and to receive and receipt for, and sign receipts and trust receipts therefor, and to sign, execute, and deliver orders, applications, and agreements in connection therewith, which orders, applications, and agreements may contain such provisions as to him/them shall seem proper.

FACSIMILE
(Machine)
Signature

NOTES
(Collateral Security)
AGREEMENTS AND OBLIGATIONS

AND BE IT FURTHER RESOLVED, that any 2 of the following: The Chairman of the Board of Directors, the President, any Vice President, the Treasurer, any Assistant Treasurer, the Secretary, any Assistant Secretary, or Frank A. Bart, Mayor

Douglas K. Maxeiner, Village Administrator

Bradford C. Fink, Treasurer

(Use blank spaces for additional titles or to authorize counter-signatures. Rule out all spaces not so used. Rule out titles of all officers not authorized to sign.)
of this corporation be authorized upon such terms and conditions as to him/them shall seem proper:

SECURITY TRANSACTIONS

To deliver to and deposit with the Bank for safekeeping, custody, or other purposes any bonds, stocks, securities, and other property owned or otherwise held by this corporation and in connection therewith to open and maintain with said Bank a safekeeping or custody account or accounts and to make the initial deposit therein and from time to time to make other and additional deposits and to sign orders and issue instructions to said Bank for the conduct of said account or accounts, and

To withdraw, receive, and receipt for and to withdraw upon trust receipt on the responsibility of, and at the risk of this corporation, and to sign orders and issue instructions for the handling, transfer, registration, sale substitution, exchange, and delivery of any bonds, stocks, securities, and other property and the proceeds thereof, delivered to, deposited with or otherwise held by said Bank for the account of this corporation. Such withdrawals, substitutions, exchanges, and deliveries whether subject to payment or not and whether pursuant to sale, exchange, or other transaction, may also be made by the bearer of any order, receipt, or request so signed, and

To purchase bonds, stocks, securities, and other property and to sign orders and issue instructions in connection with the purchase, the payment, the registration, and the delivery thereof, and

To sell, pledge, transfer, assign, exchange, deposit with any reorganization committee, bondholders protective, or other similar committee, or otherwise dispose of any bonds, stocks, securities, and other property belonging to or standing in the name of this corporation or its nominee or held by this corporation for the account of others, and to sign orders and issue instructions regarding the handling of any matters connected with such transactions, and

To identify and guarantee assignments, transfers, and endorsements for transfer on bonds, stock certificates, interim, participation, and other certificates and to identify and guarantee signatures on bond and stock powers of attorney.

AND BE IT FURTHER RESOLVED, that this corporation agrees to examine statements of account and both sides of accompanying items and to notify Bank of any unauthorized or missing signature or alteration of any item, or any error in the statement, within thirty days from the date it is available for examination or the date it is mailed and agrees to notify the Bank of any unauthorized or missing or forged endorsement within six months from the date it is available for examination or the date it is mailed; failure to so notify the Bank as provided above shall preclude this corporation from asserting against the Bank any such unauthorized or missing signature or endorsement, alteration, error, or forgery.

AND BE IT FURTHER RESOLVED, that each of the aforementioned officers, or persons authorized to act for this corporation in any case aforesaid, shall be and hereby is further authorized, without the concurrence of any other officer or person:

To waive presentment, demand, protest, and notice of dishonor or protest and to give instructions in regard to the handling or delivery of any negotiable or non-negotiable papers or documents involved in any transactions for or on behalf of this corporation, and

To sign reconciliations and certify to the correctness of statements of account and approve and authorize adjustments therein, and

To act for this corporation in the transaction of all other business for its account and to sign orders and issue instructions to the Bank in connection therewith.

AND BE IT FURTHER RESOLVED, that the Secretary or any other officer of this corporation be and hereby is authorized to certify to said Bank a copy of these resolutions and the names and signatures of this corporation's officers or employees hereby authorized to act in the premises, and said Bank is hereby authorized to rely upon such certificate until formally advised by a like certificate of any change therein, and is authorized to rely on any such additional certificates provided that any additional certificates shall not be effective with respect to any check or other instrument for the payment of money dated on or prior to the date of such additional certificate but presented for payment after receipt thereof by the Bank.

ANY PROVISION HEREOF which may be declared unenforceable under any law shall not affect the validity of any other provision hereof.

This agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

I FURTHER CERTIFY THAT the following persons have been appointed or elected, have qualified and are now acting as officers or employees of said corporation in the capacity set before their respective names:

Officer	Name
Chairman of the Board of Directors	Frank A. Bart
President	Douglas K. Maxeiner
	Bradford C. Fink

IN WITNESS WHEREOF, I have subscribed my name as Secretary and have caused the corporate seal of said corporation to be hereunto affixed this 2nd day of June, 2015

Affix Corporate Seal Below:



[Handwritten Signature]
Secretary

RESOLUTION 2013-R-06

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WAUCONDA, LAKE COUNTY, ILLINOIS, that the following financial institutions be designated as depositories for Village Funds in the custody of the Treasurer.

- 1. Wauconda Community Bank (PART OF # 9)
- 2. Fifth Third Bank
- 3. PNC Bank
- 4. Citibank
- 5. First Midwest Bank, N.A.
- 6. La Salle National Bank
- 7. Harris Bank, Barrington (P.O. BOX)
- 8. Chase Bank
- 9. Libertyville Bank & Trust
- 10. Suburban/Harris Bank
- 11. Edward D. Jones & Company
- 12. Goldman-Sachs Inc.
- 13. American Chartered Bank
- 14. MB Financial Bank
- 15. Northway State Bank, Grayslake
- 16. American Community Bank & Trust
- 17. Illinois Funds Treasurer's Pool
- 18. U.S. Bank
- 19. Wintrust Asset Management
- 20. Wayne Hummer Trust
- 21. Mount Prospect Bank
- 22. Illinois Metropolitan Investment Fund
- 23. JP Morgan
- 24. First Merit Bank
- 25. Charles Schwab -(P.O. BOX)

THAT the President, Frank A. Bart, the Clerk, Gina Strelecki, and the Treasurer, Zaida Torres, be authorized as designated signatories for any and all funds of the municipality.

BE IT FURTHER RESOLVED that: 1) checks and drafts may be signed by any two of the above designated signatories provided that one of the two signatories must be the Treasurer, or may include at least one original signatory and a facsimile signatory of either Frank A. Bart or Zaida Torres; 2) the Treasurer singly has the authority to transfer funds from Village savings accounts to Village checking accounts and/or other Village investment accounts and vice versa; and 3) that the Special Water Deposit Checking Account at the Wauconda Community Bank requires the Treasurer's signature only.

BE IT FURTHER RESOLVED that this Resolution shall continue in force until such time as it is rescinded or there is a change in administration.

ADOPTED this 28 day of May, 2013, at a Regular Board Meeting at the Village Hall, Wauconda, Illinois.

	<u>Ayes:</u>	<u>Nays:</u>	<u>Absent/Abstain:</u>
Lincoln F. Knight	✓	_____	_____
John F. Barbini Ed.D.	✓	_____	_____
Linda Starkey	✓	_____	_____
Ken Arnsward	✓	_____	_____
Chuck Black	✓	_____	_____
Teri Burke	✓	_____	_____

APPROVED:

By: [Signature] Date: 28 MAY 13
 Frank A. Bart, Village President

ATTEST:

By: [Signature]
 Gina Streflecki, Village Clerk

Presented and read, or reading having been waived, at a duly convened meeting of the Corporate Authorities on May 28, 2013.

I hereby certify that the above Resolution was published in pamphlet form on May 28, 2013, as provided by law.

[Signature]
 Gina Streflecki, Village Clerk



Village of Wauconda, Illinois
Investment Policy

I. **Policy**

It is the policy of the Village of Wauconda to invest public funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the Village and conforming to all state and Village ordinances governing the investment of public funds.

II. **Scope**

This policy includes all Village funds with the exception of the Village of Wauconda Police Pension Fund which is covered by their own separate investment policy.

Except for certain restricted special funds, the Village will consolidate cash and investments for all funds to maximize investment earnings and increase efficiencies with regard to investment pricing, safekeeping and administration. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

III. **Objectives**

Investment yield is of secondary importance to legality, safety, and liquidity. The primary objectives, in order of priority, shall be:

1. **Legality:** The investment program shall be operating in conformance with federal, state and local requirements.
2. **Safety:** Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objectives will be to mitigate credit risk and interest rate risk.
 - a. **Credit Risk:** The Village will minimize credit risk, which is the risk of loss due to the failure of the security issuer or backer by:
 - Limiting investments to the types of securities listed in Section VI of the Investment Policy.
 - Pre-qualifying the financial institutions, brokers/dealers, intermediaries and advisors with which the Village will do business in accordance with Section IV.
 - Diversifying the investment portfolio so that the impact of potential losses from any one type of security or from any one individual issuer will be minimized.

b. **Interest Rate Risk:** The Village will minimize interest rate risk, which is the risk that the market value of securities in the portfolio will fall due to changes in market interest rates, by:

- Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity.
- Investing operating funds primarily in shorter-term securities, money market funds, or similar investment pools and limiting the maximum maturity. The Village will not directly invest in securities maturing more than five years from the date of purchase unless matched to a specific cash flow.

c. **Custodial Credit Risk:** In the case of deposits, this is the risk that in the event of a bank failure, the Village's deposits may not be returned to it. In order to avoid this risk, the Village requires the collateralization of public deposits whenever the amount on deposit exceeds the Federal Deposit Insurance Corporation's balance limitations.

For investments, custodial credit risk is the risk that, in the event of the failure of the counterparty, the Village will not be able to recover the value of its investments or collateral securities that are in the possession on an outside party. The village requires that its investments be held by an independent third party custodian to eliminate this risk.

3. **Liquidity:** The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands. Furthermore, since all possible cash demands cannot be anticipated, the portfolio should include securities with active secondary or resale markets. A portion of the portfolio may be placed in money market funds or the government investment pool which offer same day liquidity.

4. **Yield:** The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the legality, safety and liquidity objectives. Securities shall generally be held until maturity with the following exceptions:

- A security with declining credit may be sold early to minimize loss of principal.
- Liquidity needs of the portfolio require that the security be sold.

The portfolio should be reviewed periodically as to its effectiveness in meeting the Village's investment objectives and its general performance.

IV. Standards of Care

1. **Prudence:** The standard of prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing and overall portfolio. Finance Directors acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price change.

The "prudent person" standard states that, "Investments shall be made with judgement and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital, as well as the probable income to be derived."

2. **Ethics and Conflicts of Interest:** Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions.
3. **Delegation of Authority:** Management and administrative responsibility for the investment program is hereby delegated to the Finance Director who, under the direction of the Village Administrator, shall establish investment policies approved by the Village Board for the operation of the investment program.

The Finance Director shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Finance Director.

V. Authorized Financial Institutions, Depositories, and Broker / Dealers

The Finance Director will maintain a list of financial institutions authorized to provide investment services. In addition, a list will be maintained of approved security broker / dealers selected by creditworthiness. These may include primary dealers or regional dealers.

VI. Safekeeping and Custody

1. **Delivery vs. Payment:** All trades of marketable securities will be executed by delivery vs. payment (DVP) to ensure that securities are deposited in an eligible financial institution prior to the release of funds.
2. **Safekeeping:** Securities will be held by an independent third-party custodian designated by the Finance Director and evidenced a written custodial agreement.

3. **Internal Controls:** The Finance Director is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the Village are protected from loss, theft, or misuse. Details of the internal control system shall be documented in an investment procedures and internal control manual and shall be reviewed and updated periodically. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived and (2) the valuation of costs and benefits requires estimates and judgments by management.

The internal controls shall address the following points:

- Control of collusion.
- Separation of transaction authority from accounting.
- Custodial safekeeping.
- Clear delegation of authority to subordinate staff members.

VII. Suitable and Authorized Investments

1. **Investment Types:** Investments may be made in any type of security authorized per Illinois Compiled Statutes regarding the investment of public funds.
2. **Collateralization:** Collateralization of deposits by the financial institution is required for all demand deposit accounts, including checking accounts, money market accounts and certificates of deposits, whenever the total amount on deposit at that institution exceeds the limits established by the Federal Deposit Insurance Corporation. The collateral shall be held by an independent third party institution in the name of the Village. A written collateralization agreement shall be executed by the financial institution, the custodial bank and the Village.

VIII. Investment Parameters

1. **Diversification:** It is the policy of the Village to diversify its investment portfolio to eliminate risk of loss resulting from the over concentration of assets in a specific maturity, issuer or class of securities. The Village shall diversify its investments to the best of its ability based on the types of funds invested and the cash flow needs of those funds. Diversification can be by type of investment, number of institutions invested in, and the length of maturity.
2. **Maximum Maturities:** To the extent possible, the Village shall attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the Village will not directly invest in securities maturing more than (5) years from the date of purchase. The Village Administrator will be advised, in writing, of any investment to be purchased with a maturity of more than five years from the date of purchase.

Because of inherent difficulties in accurately forecasting cash flow requirements, a portion of the portfolio should be continuously invested in

readily available funds to ensure that appropriate liquidity is maintained to meet ongoing obligations.

An exception to not directly investing in securities maturing more than (5) years from the date of purchase would be securities purchased prior to the effective date of this policy.

IX. Reporting

- 1. *Methods:*** The Finance Director shall prepare an investment report and submit it to the Village Administrator monthly. The report shall be accompanied by a management summary that provides an analysis of the status of the current investment portfolio. The report will be available upon request to the President and Board of Trustees and will be in a format suitable for review by the general public. The report will include a listing of individual securities held at the end of the reporting period.
- 2. *Performance Standards:*** This investment portfolio will be managed in accordance with the parameters specified within this policy. The portfolio should obtain a comparable rate of return during a market / economic environment of stable interest rates. A series of appropriate benchmarks shall be established which may include the Illinois Funds rate, certificate of deposit rates and U.S. Treasury and Agency rates. The benchmarks shall be reflective of the actual securities being purchased.
- 3. *Marking to Market:*** The market value of the portfolio shall be calculated at least quarterly and a statement of the market value of the portfolio shall be issued at least quarterly. This will ensure that review of the investment portfolio, in terms of value and price volatility, has been performed.

X. Policy Considerations

- 1. *Exemption:*** Any investment currently held that does not meet the guidelines of this policy shall be temporarily exempted from the requirements of this policy and reported to the Village Administrator. Investments must come in conformance with the policy within six months of the policy's adoption or the Village Administrator must be presented with a plan through which investments will come into conformance.
- 2. *Amendments:*** This policy shall be reviewed on an annual basis. Any changes must be approved by the Finance Director, Village Administrator, President and Board of Trustees.

XI. Investment Policy Adoption

The investment policy shall be approved and adopted by the President and Board of Trustees.

Approved March 20, 2007

AGENDA SUPPLEMENT

TO: Mayor Bart and Village Board

FROM: Doug Maxeiner, Village Administrator

FOR: September 19, 2016 Regular Village Board Meeting

RE: APPROVAL OF UPDATED PURCHASING MANUAL

Finance Director Ed McKee presented the proposed purchasing manual to the Village Services Committee on September 6, 2016. The current policy was created in 1993 and has amendments through 2006.

Ed's memo outlines the history of the changes being proposed in the purchasing manual. Some of the more noteworthy changes are:

- 1) A conflict of interest section was added (page 2).
- 2) Accountability for maintaining spending levels at or below the budget amount was clearly assigned to the Department Heads (see page 2).
- 3) Approval levels were adjusted for inflation, with Department Head's purchasing authority set at \$2,500.
- 4) The sole source and emergency purchases sections of the purchasing manual were updated to provide needed flexibility while also maintaining appropriate accountability (page 4).
- 5) An instructions to all contractors and suppliers text was developed to be included on all purchase orders issued by the Village (page 19, as amended by the Committee).

After reviewing these issues and other items in the proposed purchasing manual, the Committee unanimously recommended that it be forwarded to the Village Board for approval at the September 19, 2016 Meeting. The materials reviewed by the Committee are attached for reference.

Recommendation. Staff recommends approval of the proposed purchasing manual.

AGENDA SUPPLEMENT

TO: Mayor Bart and Village Board

FROM: Doug Maxeiner, Village Administrator

FOR: September 6, 2016 Regular Village Board Meeting

RE: Approval of Updated Purchasing Manual

Background. Finance Director Ed McKee was asked to update the Village's current purchasing manual. The current policy was created in 1993 and has amendments through 2006. Ed is recommending a revised purchasing manual that takes some of the content from the Village of Wauconda's purchasing manual and blends it with content from other municipal purchasing manuals. His summary memorandum is attached.

Analysis. Ed's memo outlines the history of the changes being proposed in the purchasing manual. Adoption of the purchasing manual will adjust the level of responsibilities for the effects of inflation since 1993 and expand certain areas to make the Village's intentions more clear. The proposed purchasing manual would increase the level where the Village Administrator approves items from \$750 to \$2,500. The limit for petty cash was also adjusted from \$50 to \$75.

Recommendation. Staff recommends approval of the proposed investment policy.

To: Doug Maxeiner, Village Administrator
From: Ed McKee, Finance Director
Date: September 6, 2016
Re: Proposed Purchasing Manual

As we have discussed, I have reviewed several of the Village's financial policies and will be making suggestions in some cases to update these policies. The Village's current purchasing policy was created in 1993 and has had amendments through 2006. I believe it is appropriate to update certain aspects of the policy to enhance our efficiency and better communicate to the employees, vendors, and the public our purchasing activities.

Noteworthy changes in the proposed purchasing manual I wanted to highlight include:

Page 2 – Department Head accountability for budget compliance is expanded.

Page 3 – Department head authority for purchasing without the need for the Administrator to approve the item was raised from \$750 to \$2,500. The MINIMUM number of quotes was revised to be 1 for up to \$500, 2 for up to \$2,500, and 3 for purchases above this amount. It is reasonable to increase the number of quotes required as the dollar amount purchased increases.

Page 4 – The sole source and emergency purchases wording has been significantly modified to meet operational exigencies while maintaining appropriate transparency and accountability for those infrequent instances where this section of the purchasing manual would be utilized.

Page 5 – The petty cash bank for each department can be established in an amount not to exceed \$1,000 (current policy \$100 finance, \$200 police). My understanding is the police utilize a \$900 amount currently for some activities. A more generic expansion of authority to all departments seems appropriate. My thinking is that the finance limit also includes the Administrator's area and that total limit might increase to \$400. The individual petty cash item limit was raised from \$50 to \$75.

Pages 10 to 13 – The bidding process was expanded and changed from the existing policy. The dollar level at which purchases are to be approved by the Board remains at \$20,000. This can be accomplished by competitive quotes or through the more formal bidding or request for proposal process, at the Village Administrator's discretion. This flexibility exists in the current purchasing manual and I am suggesting that flexibility be maintained as it is operationally advantageous and is fully transparent to the public.

Page 14 – Outlines the key steps for purchasing and payment processing. Please note the section that contains a method for the department heads to track purchases they authorize up to \$2,500 (step 3a – when the vendor requests a purchase order number for a purchase order up to \$2,500).

Pages 15 – 18 – Some of the current widely utilized forms have been included as attachments to the purchasing manual. These attachments can be updated as needed in the future to aid in training new employees and documenting the Village's most current process. The travel expense form on page 18 is different from that currently utilized by the Village in order to meet the requirements of Public Act 99-604, which was recently passed by the Illinois Legislature to govern travel expense reporting.

Page 19 – The current PO utilized by the Village is a one sided document covering only the items ordered. It is helpful to document to the vendor the Village's expectations for purchases. Therefore, I am proposing that the wording on this page be added to the back side of both department issued POs (those under \$2,500) and Village Administrator issued POs (those \$2,500 or more).

I have attached a copy of the current purchasing manual for reference purposes.

Please feel free to make any suggestions you have. Let me know when you would like this to be scheduled for Board consideration.

Village of Wauconda
Purchasing Manual

**Rules and Regulations Governing the Purchase of Materials and Services by the Village
of Wauconda and Its Employees**

Approved By: Douglas Maxeiner, Village Administrator

September 6, 2016

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I. Introduction

This purchasing manual has been created to standardize the policies and procedures for acquiring goods and services for the Village. Employees making purchases on behalf of the Village should be familiar with and adhere to this manual. Questions about this manual may be directed to your Department Head or the Finance Director.

1. General Guidelines

Employees purchasing for the Village of Wauconda shall:

- 1) Purchase in accordance with the Village ordinances and the State of Illinois Statutes.
- 2) Procure items that meet the Village's needs economically.
- 3) Conduct ourselves with honesty and professionalism, demanding the same of those we deal with.

2. Conflict Of Interest

Employees shall not participate directly or indirectly in the purchasing process when the employee knows that:

1. The Village employee is also employed by a bidder, vendor or contractor seeking Village business; or
2. The employee, the employee's domestic partner, or any member of the employee's immediate family is employed by the bidder or contractor; or
3. The employee, the employee's domestic partner, or any member of the employee's immediate family will benefit financially from the procurement transaction; or
4. The employee, the employee's domestic partner, or any member of the employee's immediate family is negotiating, or has an arrangement concerning, prospective employment with a bidder, vendor or contractor.

The employee's immediate family shall be defined as a spouse, children, parents, brothers and sisters, and any other person living in the same household as the employee. Ownership of publicly traded common stock with a market value of less than \$25,000 or ownership of a diversified equity mutual fund containing stock of the vendor or contractor shall not be deemed to be a conflict of interest.

3. Gifts & Gratuities

Village personnel should be aware that offers of gratitude from vendors may compromise objectivity in the procurement process. Employees are to maintain the highest standards of ethics and avoid even the appearance of having a conflict of interest.

Employees should be familiar with and comply with the State Law including the State Officials and Employees Ethics Act (5 ILCS 430), which generally prohibits the solicitation or acceptance of any gifts from vendors or bidders. Additionally, employees should be familiar with the ethics section of the Village Code (section 31.018) and comply with those provisions.

4. Department Head Responsibility and Accountability

Each Department Head is responsible for controlling expenditures within the budgeted amount. It is the responsibility of the Department Head to at least monthly review expenditures to ensure the items charged to the budget are in the proper accounts and that the rate of spending will allow the department to operate for the full fiscal year without exceeding the budget amount. In the event that departmental expenses for the full fiscal year are projected to exceed the department budget, the Department Head shall timely communicate the reasons therefore to the Village Administrator.

II. Authority to Purchase

1. Purchases up to \$2,500

Department Heads have the authority to approve purchases of \$2,500 or less. The Department Head shall be responsible for ensuring that such purchases reflect a quality product at a market price. Under normal circumstances, the Department Head shall obtain a minimum of one quote for items up to \$500 and two quotes for items costing \$500.01 or more.

Payment for purchases made under this section shall be initiated by the Department Head as outlined in Exhibit A.

2. Purchases of \$2,500.01 to \$20,000

Purchases over \$2,500 must have the prior approval of the Village Administrator.

The Department Head shall submit a purchase order request form to the Village Administrator for purchases made under this section. The Department Head shall normally submit a minimum of two written quotes for items up to \$5,000 and three written quotes for items above that amount. In addition to the quotes, the Department Head shall recommend the preferred vendor. If a preferred vendor is not the lowest cost, an explanation as to why that vendor is preferred shall be attached to the quotes.

Payment for purchases made under this section shall be initiated by the Department Head as outlined in Exhibit A.

3. Purchases over \$20,000

Purchases over \$20,000 will be evaluated by the Village Administrator and will be submitted to the Village Board for final approval. Purchases over \$20,000 frequently follow a sealed bid or request for proposal process. It should be noted that State Statute requires formal bidding for any work or other public improvement in excess of \$20,000.

The Department Head shall normally submit a minimum of three quotes or the results of a formal bid process to the Village Administrator. The Department Head shall recommend a preferred vendor. If a preferred vendor is not the lowest cost, an explanation as to why that vendor is preferred shall be attached to the quotes.

Upon approval of the Village Board, the Department Head shall submit a purchase order request form to the Finance Department who will issue a purchase order and send a copy to the vendor.

4. Sole Source Purchases

At times the Village may seek to purchase equipment or supplies that cannot reasonably be obtained through a normal competitive process. Some providers of equipment only sell through authorized distributorships where there is only one provider of specific item in a given geographic region. Alternatively, for operational reasons (such as ease of repair, ease of use with existing equipment, superior product, employee training, etc.), the Village may elect to standardize on a particular brand or model of an item.

When a sole source purchase is sought, the request for purchase order form should clearly state that the item is a sole source and the reason therefore. When requesting the purchase of a sole source item, support should be provided that substantiates that said sole source purchase is at a reasonable cost. Such support can include reference to the cost of a prior similar purchase, or to the cost of similar but non-compliant item.

5. Emergency Purchases

Emergency purchases may be required when an accident, disaster, or other circumstances creates a public emergency. The Village Administrator shall have the authority to declare an emergency and award contracts / make purchases for the purpose of mitigating the impact of an emergency. Given the nature of the emergency, the Village may expedite the acquisition of goods and / or services by direct contract with a vendor or other method which may fall outside of the normal purchasing process. Those making purchases during a declared emergency shall use reasonable care to ensure that the Village is receiving a fair value for the goods or services provided under the circumstances present at the time the purchase is made.

The Administrator shall promptly notify the Mayor and Board of Trustees when an emergency has been declared. Expenses incurred during the emergency shall be summarized and reported to the Council as soon as is practical.

6. Blanket Purchase Orders

Blanket purchase orders are contracts whereby the vendor obligates himself to supply to the Village a particular commodity for a certain period of time. The Village usually does not specify an exact amount or commodity to be purchased, but provides the vendor with an estimate of quantities or dollar limit for the period of the agreement.

7. Petty Cash

Petty cash has been established to efficiently expedite small dollar purchases. Because petty cash payments are tracked separately from regular payments, petty cash should generally not be used for payments to vendors the Village normally makes payments to through the regular warrant process.

There are three requirements for the use of petty cash:

- 1) The items purchased are not routinely purchased or stocked by a department.
- 2) The vendor requires prompt payment on the purchase.
- 3) The purchase must not exceed \$75.00 (unless prior approved is obtained from the Finance Director).

Petty cash shall not be used to pay for personnel services, cashing of checks, or for making loans. Petty cash accounts may be established by any department in an amount not to exceed \$1,000. Each Department Head or designee shall be responsible for ensuring petty cash expenses paid are documented by completing a received of petty cash form and attaching a receipt. Replenishment of the petty cash funds shall be through the regular warrant process.

8. Local Preference

Businesses located in the Village of Wauconda support our community and should be considered when goods and services are acquired. An additional benefit to using local businesses is that it may expedite the repair or resolution of any problems. Local preference does not require that the Village pay more than a market rate to purchase in Wauconda.

9. State or Cooperative Purchasing

The State of Illinois and Cooperative Purchasing Arrangements exist which allow the Village to efficiently procure goods and services. The decision to engage in cooperative purchasing can allow the Village to benefit from economies of scale and bidding performed by entities with a potentially better bargaining position than the Village might have on its own. Joint bidding results from Federal, State, or Local Governmental Entities will be deemed to be in compliance with the bidding requirements of this purchasing policy.

10. Travel Request Forms

Designated Village Officials and employees may travel to maintain and improve their skills, recruit businesses to the community, or conduct business on behalf of the Village. A travel request form must be filled out completely with the required approval and signatures (see Exhibit E). The Village will provide advanced funds if needed. All (travel, lodging, registration, meals, etc.) expenditures will be paid by the individual directly and reimbursed upon return to work unless otherwise agreed to in advance. The Village will not reimburse for entertainment expenses, as defined in Public Act 99-604.

Upon returning to work, all receipts and any money remaining from any advances by the Village to the employee are to be promptly submitted to the Finance Department. Employees owed additional funds for travel expenses may be reimbursed by petty cash or a warrant check, as appropriate.

11. Surplus Stock

The Village periodically disposes of surplus property. Before a department disposes of surplus property, other Village departments shall be given an opportunity to acquire that property. Such transfers of equipment between departments may occur when it is practical and more advantageous than a disposition.

Surplus property disposition may be authorized by a resolution specifically authorizing specific pieces of equipment for disposal. Alternatively, the Village may pass a disposal resolution providing blanket authority for the disposition of certain types of Village property that becomes Surplus Personal Property throughout the year, such as surplus office equipment, computer equipment, or scrap materials. A blanket disposal resolution authorizes the Village Administrator to dispose of surplus property in any manner deemed reasonable under the circumstances, including internet auctions.

The authorization to dispose of surplus property may cover items from the Police Department's found property, which is subject to additional procedures.

III. The Purchasing Process

The purchase order request form is the initial document in the purchasing process. Upon approval of the Village Administrator, a purchase order is created which authorizes the purchase of goods / services on behalf of the Village. Purchase order request forms are required for all purchases with the following exceptions:

- Department Purchases of \$2,500 or less
- Utility Bills
- Petty Cash
- Association dues, meetings, lunches, etc.
- Escrow Refunds
- Other Exceptions, as approved by the Village Administrator

1. Preparation of the Purchase Order Request Form

The purchase order request form originates from the department seeking goods or services and has the approval of the Department Head or authorized representative. If delivery is time sensitive, the date the material is required should be noted.

Whenever possible, stock or part numbers should be listed on the purchase order request form to make it easier for the vendor to identify the exact item needed. Purchase order request forms should include the following information:

- Quantity required
- Manufacturer's part or catalog number(s)
- Description of the item(s)
- Account number(s) to charge for the purchase
- Delivery location
- Deliver to person
- Previous supplier (if applicable)
- Approval of the Department Head or authorized representative

Purchase order request forms that include charges to a capital account require a retirement sheet and/or an explanation if it is a new installation.

2. Issuance of the Purchase Order

The Village Administrator shall review and approve request for purchase order forms submitted by Department Heads. Once approved the request for purchase order form shall be submitted to the Finance Department which will issue a purchase order. The original purchase order will be returned to the Employee ordering the goods or services who will then send it to the vendor.

3. Receipt of Goods / Services

A. Responsibility for Delivered Supplies

The vendor shall be responsible for all deliveries covered by the purchase order until they are delivered to the designated location and accepted by the Village.

B. Inspections

Inspection and acceptance will normally be made after delivery at the destination specified unless otherwise noted. Final inspection and acceptance or rejection of shipments will be made as promptly as practicable. Shipments that are not in accordance with specifications shall impose no liability on the Village.

C. Inspections at Manufacturer's Premises

The Village reserves the right to conduct inspections at the manufacturer's location. All expenses of the inspections shall be borne by the Village unless otherwise specified. The presence of inspectors at the site of the manufacturer shall not relieve the vendor of responsibility for faulty workmanship or materials which may be discovered at a later date.

D. Delivery Requirements

Delivery must be made in accordance with the bid / purchase order. If no delivery deadline appears on the purchase order, it will be interpreted to mean prompt delivery required. Reasonable compliance with the delivery terms shall be determined by the Department Head purchasing the goods / services.

Each case, carton, barrel, crate or package delivered must be plainly marked or securely tagged, stating the vendor's name and Village purchase order number. Failure to comply with these instructions will place the material at the vendor's risk. All deliveries must be scheduled to arrive during normal business hours, allowing enough time to unload. Deliveries at any other time will not be accepted unless previous arrangements have been made.

E. Samples

If samples are requested to be submitted with the bid, they will be held until after an award is made unless otherwise specified. Should a vendor submit a sample for trial use, the product must be presented at no cost or obligation to the Village.

F. Rejected shipments

All shipments delivered and not conforming in every way to the sample submitted for approval, may be rejected by the Village. The decision of the Department Head placing the order to accept or reject a shipment shall be considered final.

The vendor shall bear all risk on rejected shipments after notice of rejection. Rejected shipments must be removed by and at the expense of the vendor within five (5) working days, or the Village may return the rejected shipment to the vendor at the vendor's risk and expense.

G. Packing slips or delivery tickets

All shipments shall be accompanied by packing slips or delivery tickets and should contain the following information:

1. Purchase order number (or, if no purchase is issued, the employee's name)
2. The name of item and stock number for all items enclosed
3. The quantity ordered
4. The quantity shipped

IV. Sealed Bid / Requests for Proposal

There are two (2) types of formal buying which generally applies to purchases of \$20,000 or more: **Sealed Bids** – which in most cases requires detailed specifications, and **Request for Proposal** – which requires the vendor to explain in detail the product being provided. The following procedures shall be followed for formal bids:

Review by Village Administrator:

Invitation to bid, instructions, specifications and list of prospective bidders are to be prepared by the departments and must be submitted to the Village Administrator for approval prior to publication or distribution of a bid document.

A. Invitations to Bid

Invitations to bid shall be advertised at least once in a local newspaper of general circulation. The advertisement shall be published not less than 10 days before the bid opening deadline.

Invitations to bid shall include a general description of the items to be purchased, indicate where bid forms and specifications may be secured and state the date, time and place for bid openings.

B. Instructions to Bidders

All bid packets shall include instructions to bidders properly notifying the bidder of the Village's policies and procedures related to bidding.

C. Pre-Bid Conferences

Departments are encouraged to schedule pre-bid conferences when necessary. Pre-bid conferences allow the Village, to explain specifications relating to a specific Invitation to Bid and allows for vendors to gain a better understanding of the goods or services sought by the Village. Notice of a pre-bid conference should be included in the Invitation to Bid.

D. Specifications

The Department Head is responsible for the preparation of specifications. The specifications shall state the standards acceptable to the Village, but shall not be overly restrictive so as to disqualify vendors who can meet the Village's needs. Brand names may be used as a guideline; however, vendors are invited to submit items of equal or better quality.

E. Bid Deposits

Bids may require a bid deposit in an amount not to exceed 10% of the net bid. A bid deposit check shall be in the form of either a certified bank check or a cashier's check. This

check will be retained by the Village as both a bid and performance guarantee as long as the Village deems necessary to insure performance. After award of the contract, unsuccessful bidders shall promptly have their checks returned. The Treasurer shall retain bid deposits.

NOTE: Failure of the vendor to satisfactorily fulfill his obligations shall be cause for the forfeiture of their bid deposit.

F. Performance Bond

Bids may require the successful bidder to furnish a performance bond. A performance bond shall be furnished within ten (10) days after notification of award in an amount equal to 100% of total bid. Performance bonds acceptable to the Village may include a surety bond, cash, cashier's check or irrevocable letter of credit from a financial institution. The company acting as surety for any bond issued shall be licensed to do business in the State of Illinois. (Specifications shall so state and shall be so stated in the Instructions to Bidders.)

G. Hold Harmless Agreements and Insurance

All bidders will comply with any hold harmless and insurance requirements noted in the bid document.

H. Bid Proposal Form

All bids shall be submitted on the bid form supplied by the Village. If several items are being bid at one time and a vendor cannot bid on all items, they should mark all items on which they are not bidding with the words "No Bid". Care should be exercised that all amounts on the bid are correct. Extensions should be checked to insure accuracy. Prices should be either in ink or typed.

Any corrections must be initialed in ink by the person signing the original proposal. In case of a difference between unit price and extensions, the unit price shall be deemed correct. An appropriate officer or employee of the company bidding must sign the proposal.

I. Samples

If samples are to be submitted with a bid, they will be held until after a bid award is made. Should a vendor wish to submit a sample for trial use, the product must be presented at no cost or obligation to the Village.

J. Submitting Bid

All bids must be sealed and marked as indicated in the Instructions to Bidders and must be received before the time stated for the opening of bids.

As a safeguard against tampering, sealed bid envelopes will be time and date stamped upon receipt. All bids shall be placed in a vault or other locked receptacle until the time specified for opening.

K. Withdrawal of Bid

Bidders have the right to withdraw their bids or to make changes to the bid prior to the bid opening. After bids are opened, the bid must stand as submitted. No bid may be withdrawn after the closing time for receipt of bids and for thirty (45) days thereafter.

L. Opening of Bids

Formal bids are opened and read publicly in the Board Room or other location designated in the time shown in the "Notice for Bids". A minimum of two Village employees shall be present at the bid opening.

All interested parties are welcome to attend bid openings. Bids are to be read aloud but are not available for further inspection to the public until after the bid award is made. The bids shall be tabulated as they are read aloud. The tabulation shall include the bidder's name, address, total bid price, bid deposit check amount, and other pertinent information. The original copy of the tabulation shall be maintained with the bids. All bids and supporting documents which are opened shall be exempt from public inspection until an award is made by the Village Board.

M. Late Bids

Bids received after the opening time in the "Invitation to Bid" will not be honored by the Village and shall be promptly returned to the bidder unopened.

N. Tabulation and Analysis

The following factors shall be used in determining the lowest and most responsible bidder:

1. The bid amount and its impact on the budget.
2. The capacity of the bidder (financial, labor, supplies, materials, equipment, etc.) to perform the contract in a satisfactory manner without delay or interference.
3. The character, integrity, reputation, judgement, experience, and efficiency of the bidder.
4. The quality of performance of previous contracts or services.
5. The ability of the bidder to comply with laws and ordinances.
6. The ability of the bidder to provide future maintenance and support.
7. The dollar and percentage differences between the bid estimate and amount actually bid.

O. Recommendation of Award

The Department Head shall, in writing, recommend award of the bid to the Village Administrator. The report shall include: Board date; date prepared; opening date; quantity and description of items; list of bidders; prices; terms and conditions; basis of recommendation; reason for rejection of bid, with a lower cost than that of the recommended bidder, and availability of funds in the budget.

P. Award of Bids

The Mayor and Board of Trustees have the final authority on awarding bids. After the Board has voted to accept a bid, the Department Head should promptly request that a purchase order be issued to the successful bidder.

Q. Inspection of Bids

After the bid award is made by the Village Board, the public may inspect the bids by contacting the Village Clerk's office and filing a Freedom of Information Request Form.

R. Acceptance of Bid Items

Before the invoice is paid or bid bonds are returned, the Department Head shall inspect the materials, equipment, or services performed to insure they comply with the bid requirements.

S. Rejection or Waiving Technicalities in Bidding

The Village reserves the right to reject any and all bids and to waive technicalities in bidding if such action is deemed to be in the best interest of the Village. The Village Administrator shall recommend when a bid should be rejected and technicalities waived to the Village Board. The ultimate authority on waiving technicalities in bidding rests with the Village Board.

V. Exhibits

A. Purchasing and Payment Processing

Employee needs goods or services

Step

- 1 Employee completes a request for purchase order form (RFPO)
 - a. Obtain quotes for materials
 - b. Recommend a Vendor
- 2 Employee send RFPO form to Department Head
- 3 Department Head Reviews RFPO form
 - a. If \$2,500 or less, Department Head issues a Department RFP #

Police	P - YYYY - ###
Public Works	PW - YYYY - ###
Building	B - YYYY - ###
Administration	A - YYYY - ###

Department Head sends Department RFP# and information to Vendor
Skip to step 6.
 - b. If over \$2,500, RFPO Form sent to Village Administrator
- 4 Village Administrator reviews and approves RFPO form & send to Finance
- 5 Finance issues a Purchase Order
 - a. Original to Vendor
 - b. Copy to Employee listed on RFPO
- 6 Vendor ships goods to the Village
 - a. Includes packing slips listing items and quantity shipped
- 7 Vendor Invoices the Village
 - a. Employee listed on PO marks on Dept. Copy of PO that the goods have been received.
 - b. Employee completes a Request for Payment Sheet to pay the order which is sent to the Finance Department (reference PO #, if issued)
 - c. The Purchase Order number should be noted if one was issued for this item
 - d. If this payment completes the PO, the employee submitting payment should write "close PO" when submitting the payment request
- 8 Finance Department reviews request for payment
 - a. Enters information into software for the next warrant list
 - b. Generates a warrant list and the physical check

C. Request to Establish Escrow Account



Request to Establish Escrow Account

Escrow Title: _____

Developer: _____		Contact: _____		Tel: _____	
Address: _____		City: _____	State: IL	Zip: _____	
Check # _____	Check Amount: _____	Received from: _____		Tel: _____	
Address: _____		City: _____	State: IL	Zip: _____	
Purpose: _____					
Estimate of Charges:					

Estimated Fees - Village Engineer	_____
Estimated Fees - Village Planner	_____
Estimated Fees - Village Attorney	_____
Estimated Fees - Village Administrator	_____
Estimated Fees - Director Building, Zoning & Economic Development	_____
Estimated Fees - Public Works Director	_____
Total to be placed in Escrow Account	_____
Is the amount being placed in escrow sufficient to cover this project? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If no, what is the minimum balance acceptable before requesting additional funds: _____	

Initiating Department Head Signature: _____	Date _____
Finance Department: Escrow Account # _____	Date _____

E. Travel Expense Form

Village of Wauconda Travel Expense Form

Today's Date: _____ form v.2016.08.08

Employee Name: _____ Job Title / Dept. _____

Purpose of Travel: _____ Destination: _____

This Form is (ck one) Request for Travel and \$ Travel Req. Final Accounting:

Leave For Seminar on: ____ / ____ / ____ and return on ____ / ____ / ____

	Maximum Rate	Day 1	Day 2	Day 3	Day 4	Day 5	Day 6	Day 7	Total
Registration									\$ -
Meals:									
Breakfast	\$ 9.00								\$ -
Lunch	\$ 13.00								\$ -
Dinner	\$ 29.00								\$ -
sub-total		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Transportation, Lodging, Other:									
Flight/Train/Bus									\$ -
Lodging									\$ -
Per Diem	\$ 5.00								\$ -
sub-total		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Mileage \$ 0.54 _____

If this travel is more than 200 miles from Wauconda, I certify by signing below that no similar training opportunity is available locally within the next 12 months.

Signed: Employee: _____
 Department Head: _____
 Manager: _____

Total Spent (A) \$ _____
 Village Paid Before Travel (B) \$ _____
 Account # _____
 A - B > \$0 Balance Due Employee \$ _____
 or
 A - B < \$0 Balance Due Village \$ _____

Travel Expense Requirements:

- * All expenses should be reasonable in light of the circumstances. This will be determined by the Department Head and Finance Department.
- * Travel to and from the hotel conference, or airport should be a method that is convenient, yet economical. Receipts are required.
- * Hotel accommodations should be requested at the conference at government rate whenever available. The Village will only pay for hotel time needed to attend the seminars. Receipts are required.
- * Mileage will be reimbursed at the current IRS allowable rate, \$.54 a mile. This reimbursement covers all expenses except tolls and parking. Reimbursement is based on mileage in excess of normal commuting distance, with a minimum reimbursement of 10 miles.
- * Entertainment, sightseeing, non-essential travel, and all other expenses not related to Village business is to be paid by the employee (those entertainment expenses are not reimbursable and are solely the responsibility of the employee).
- * Meal or mileage reimbursements not related to an overnight stay may be reimbursed through petty cash if under \$50.

F. Back Side of Purchase Order

INSTRUCTIONS TO ALL CONTRACTORS AND SUPPLIERS

1. This purchase order is an offer to purchase the indicated goods or services. Acceptance of this purchase order is evidence that a contract exists between the supplier (contractor) and the Village of Wauconda.
2. No agreement or understanding to modify this contract shall be binding upon the Village unless in writing and signed by the Village's authorized agent. All specifications, drawings and data submitted to the vendor with this order are hereby incorporated and made part hereof.
3. All applicable portions of the Uniform Commercial Code shall govern this contract between the supplier (contractor) and the Village of Wauconda.
4. The supplier (contractor), when applicable, is required to submit a Material Safety Data Sheet (MSDS) prior to or at the time of delivery if any toxic substance is contained in the product per Public Act 83-240, Illinois Toxic Substance Disclosures to Employees Act, as amended.
5. All pricing must be FOB delivery point. Where shipping costs are not included in the stated price on the purchase order, the supplier shall prepay such costs and add to the invoice.
6. Where circumstances or conditions exist preventing effective inspection of the goods at the time of delivery, the Village of Wauconda reserves the right to inspect the goods at a reasonable time subsequent to delivery.
7. All invoices shall be mailed in duplicate to: Village of Wauconda, Attn: Accounts Payable, 101 North Main Street, Wauconda, IL 60084.
8. In accordance with the Illinois Compiled Statutes, the Village of Wauconda is exempt from payment of the Retailers Occupational Taxes, the Service Occupation Tax, and the Service Use and Use Tax.

The Village of Wauconda Tax Exemption Number is E9995-7469-07.

9. The supplier (contractor) warrants to the Village that all goods and services furnished hereunder will conform in all respects to the terms of the order, including any drawings, specifications or standards incorporated herein, and be free of defects in design, materials, workmanship and title. In addition, the supplier (contractor) warrants that said goods and services are suitable for, and will perform in accordance with the purposes for which they are intended. The Village may return any nonconforming or defective items to the supplier (contractor) or require correction or replacement of the item at the time the defect is discovered, all at the supplier's (contractor) risk and expense. Acceptance shall not relieve the supplier (contractor) of this responsibility.
10. By accepting this order, supplier (contractor) is cognizant of the following statutory requirements and under penalty of perjury certifies they are in compliance with the following:

Illinois Human Rights Act (775ILCS 5/1-101) et seq.
Equal Employment opportunities – Affirmative Action (775ILCS 5/2-105 [A])
Americans with Disabilities Act of 1990

11. This contract shall be governed by and construed according to the laws of the State of Illinois. The parties further agree that the sole and exclusive jurisdiction for any legal action shall be the Circuit Court of Lake County, Illinois. The prevailing party in such action shall be entitled to recover its reasonable expenses incurred therein, including its attorneys' fees.

For Projects Subject To The Illinois Prevailing Wage Act:

It shall be the responsibility of the supplier (contractor) to comply, when applicable, with the Prevailing Wage Act 820ILCS 130/1-12. It shall also be the responsibility of the supplier (contractor) to monitor the prevailing wage rates as established by the Illinois Department of Labor for any increase in rates during the project and adjust wage rates accordingly. Invoices for work subject to the Prevailing Wage Act will not be processed until the contractor and subcontractor Certified Payrolls and Compliance Affidavits have been submitted as required by Section 5 of the Act.

**VILLAGE OF WAUCONDA
PURCHASING MANUAL**

Prepared by:

**Gerald D. Sagona
Village Administrator**

Approved by:

**Village Board
August 3, 1993**

Includes Amendments:

Nov. 2, 2004

Dec. 5, 2006

SECTION I: OVERVIEW

This purchasing manual has been created to standardize the policies and procedures for procurement to insure that village expenditures are efficient and necessary. The cooperation of all departments is essential to obtain the maximum value for each dollar spent.

The following sections of this manual elaborate the forms and procedures which must be followed when supplies, materials, and services are requested. Any suggestions that will help reduce costs, promote efficiency or improve service are both welcome and requested.

It is the Village's policy that no purchases shall be made in excess of the budgeted line items. In the event that a purchase must be made in excess of the line item, advanced Village Board approval is required. There will be no exceptions to this policy.

The following pages highlight the procedures to be followed by each department when requesting to purchase supplies, materials, or services.

SECTION II: AUTHORITY TO PURCHASE

A. Purchases less than \$750:

Department managers have the authority to approve purchases less than \$750. The department managers are responsible to ensure that purchases are made through vendors who offer a quality product at the lowest price.

A request for payment form, authorized by the department manager, shall be submitted to the Treasurer's office with a copy of the invoice attached thereto.

B. Purchases \$750 - \$10,000:

Purchases between \$750 and up to and including \$10,000 must have the prior approval of the Village Administrator.

A request for purchase order form with a minimum of three (3) written or verbal quotes shall be submitted to the Village Administrator for approval no later than noon on Tuesdays. Once approved, the request for purchase order form is forwarded to the Village Treasurer's office for processing of the purchase order on Wednesdays. Copies of the purchase order shall be returned to the department manager to serve as a receiving copy for accounts payable approval. When the product or service is received, the department manager shall inspect the products and, if acceptable, the invoice or shipping bill shall be approved and forwarded with a copy of the purchase order to the Treasurer's office.

C. Purchases greater than \$10,000:

All purchases greater than \$10,000 shall be submitted to the Village Board for approval. All such purchases must be supported by a minimum of three (3) competitive written quotes or a formal bid solicitation as determined by the Village Administrator based on the product or service to be procured.

The Village Board shall award the bid to the lowest responsible bidder.

Once the bid is awarded or written quote accepted, the department manager is responsible for forwarding a request for purchase order form to the Village Administrator for procedural approval. Once approved, the request for purchase order form is forwarded to the Village Treasurer's office for processing of the purchase order. Copies of the purchase order shall be returned to the department manager to serve as a receiving copy for accounts payable approval. When the product or service is received, the department manager shall inspect the products and, if acceptable, the invoice or shipping bill shall be approved and forwarded with a copy of the purchase order to the Treasurer's office.

It should be noted that state statute requires formal bidding for any work or other public improvement in excess of \$10,000. Please refer to Exhibit A.

D. Emergency Purchases:

In case of accident, disaster, or other circumstances creating a public emergency, the Village Administrator shall have the authority to award contracts and make purchases for the purpose of meeting said emergency for amounts up to and including \$10,000. The Village Administrator shall be required to immediately notify the Mayor and Board of Trustees of all purchases and file thereafter a detailed report itemizing all such expenditures.

Failure to use reasonable diligence and foresight in anticipating requirements of any activity is not a valid reason for by-passing the purchasing procedures highlighted in this manual.

E. Petty Cash:

Petty cash has been established to expedite the miscellaneous purchases and for paying small bills which need not be handled through regular Village Purchasing Procedures. These funds are to be used by all departments for facilitating transactions of Village business. These funds are not for the purpose of avoiding or circumventing the purchasing procedures of the Village.

There are three requirements for use of petty cash:

1. The items purchased are not ordinarily purchased or stocked by a department.
2. The vendor requires cash payment on purchases under specified dollar amount.
3. The purchase must not exceed \$50.00. If it is found that the same items are being purchased at frequent intervals, the department shall investigate the possibility of regular purchases on such items.

The following shall be prohibited from payment out of petty cash:

1. Items regularly purchased.
2. Items costing in excess of \$50.00.
3. Payment for personal services.
4. Loans to employees.
5. Cashing of personal or payroll checks.

The following departments have been issued petty cash accounts:

<u>Department</u>	<u>Amount</u>
Finance (Village Hall)	\$100.00
Police Department	\$200.00

The department manager or designee shall maintain the petty cash account. A RECEIVED OF PETTY CASH slip shall be filled out, receipts attached, and forwarded to the departmental manager for approval.

Replenishment of the petty cash funds shall be submitted along with a request for payment form.

SECTION III: PURCHASE ORDERS

A written purchase order is an offer to buy, an acceptance of an offer to sell, or a confirmation between two or more parties. The purchase order is the most important of all purchasing documents utilized. A purchase order must be initiated for purchases greater than \$750. The purchase order is a legal document and, upon the acceptance by a vendor, becomes a binding contract. The main function of the purchase order is designed to expedite and control purchasing for the Village.

Any purchase in excess of \$750 made by a department without issuance of a purchase order is hereby declared to be an unauthorized purchase. The department head is ultimately responsible for all unauthorized purchases.

A. Initiating Purchase Orders:

Purchase orders shall be initiated by a department through the completion of a request for purchase order form. It is the responsibility of the department to furnish all necessary information and to verify the account numbers utilized, determine competitiveness of prices, and insure that adequate funds are available.

B. Distribution of Purchase Orders:

After approving the purchase order, copies of the purchase order shall be distributed as follows:

White Copy	- Mailed or delivered to vendor
Yellow Copy	- To Accounts Payable
Green Copy	- To department for their use
Pink Copy	- To department for receiving copy to be returned when purchase is received, showing approval for payment
Goldenrod Copy	- Numerical file

C. Blanket Purchase Orders:

This is an order covering supplies of a nature that are used on a recurring basis for a stipulated period of time. Blanket purchase orders should be used when the department expects repetitive orders for given quantities, at a constant unit price, from a single vendor.

SECTION IV: GENERAL GUIDELINES

A. Sufficient Funds:

No purchases shall be made unless sufficient unencumbered appropriations are available for payment. If an item or service is needed and funds are not available, a budget adjustment request must be submitted to the Village Administrator, and approved by the Village Board.

B. Local Preference:

Village of Wauconda businesses should be given first consideration when quotations are being obtained. This will afford the taxpaying community a chance to compete in the acquisition of goods and services by the Village. No economic considerations will be given for local vendors.

C. Transportation and Delivery Charges:

All shipments should be F.O.B. (Free on Board) destination, unless otherwise stated. When transportation charges are necessary, the department should instruct the vendor to include any shipping charges on the invoice. The department manager shall make every effort to determine any transportation or delivery charges prior to processing a purchase order.

D. Inspection and Testing:

The inspection and testing of delivered materials or equipment should occur at the time of delivery. Departments should exercise care to insure that the quantity and quality of the delivered goods are as ordered. Any discrepancies between the order and the receipt should be noted by the department manager to the Village Administrator.

E. Cooperative Purchasing:

Cooperative purchasing, defined as more than one unit of government purchasing goods and services together, is strongly encouraged. When the Village purchases on behalf of other units of government, standard purchasing procedures shall be followed. In instances where other units of government are purchasing on behalf of the Village, the department shall issue a purchase order to the other unit of government for the goods being supplied.

F. Prohibitions:

Employees are hereby prohibited from purchasing any item in the name of the Village for personal use.

G. Adherence to Policy:

Departments will be required to strictly adhere to all procedures contained in this manual. It will be the department manager's responsibility to insure compliance within their department.

SECTION V: BIDDING

Defined

Bidding is the method of purchasing where buying is done through formal written solicitation.

Procedures

A. Review by Village Administrator:

Invitation to bid, instructions, specifications and list of prospective bidders are to be prepared by the departments and must be submitted to the Village Administrator for approval prior to publication or distribution of a bid document.

B. Invitations to Bid:

Invitations to bid shall be advertised at least once in a local newspaper of general circulation. The advertisement shall be published not less than 10 days before the bid opening deadline.

Invitations to bid shall include a general description of the articles to be purchased, indicate where bid forms and specifications may be secured and state the date, time and place for bid openings.

C. Instructions to Bidders:

All bid packets shall include instructions to bidders properly notifying the bidder of Village policies and procedures related to bidding.

D. Pre-Bid Conferences:

Departments are encouraged to schedule pre-bid conferences, sufficiently in advance of a bid opening, to explain the Village's policies, procedures and specifications relating to a specific Invitation to Bid. Notice of a pre-bid conference should be included in the Invitation to Bid.

E. Specifications:

The department manager is responsible for the preparation of specifications. The specifications shall state the standards acceptable to the Village, but shall not be overly restrictive so as to limit the number of bidders. Brand names may be used as a guideline, however, vendors are invited to submit items of equal or better quality.

F. Bid Deposits:

Bids may require a bid deposit in an amount not to exceed 10% of the net bid. A bid deposit check shall be in the form of either a certified bank check or a cashier's check. This check will be retained by the Village as both a bid and performance guarantee as long as the Village deems necessary to insure performance. After award of the contract, unsuccessful bidders shall promptly have their checks returned. The Treasurer shall retain bid deposits.

NOTE: Failure of the vendor to satisfactorily fulfill his obligations shall be cause for the forfeiture of his bid deposit.

G. Performance Bond:

Bids may require the successful bidder to furnish a performance bond. Bond shall be furnished within ten (10) days after notification of award in an amount equal to 100% of total bid. Performance bonds can include a surety bond, cash, cashiers check or irrevocable letter of credit from a financial institution. The company acting as surety for any bond issued shall be licensed to do business in the State of Illinois. (Specifications shall so state and shall be so stated in the Instructions to Bidders.)

H. General Save and Hold Harmless Agreements and Insurance:

In the interest of the Village and the vendor, any construction or capital improvement contracts shall contain a general Save and Hold Harmless Clause. Insurance provisions must be inserted.

I. Bid Proposal Form:

All bids shall be submitted on the bid form supplied by the Village. If several items are being bid at one time and a vendor cannot bid on all items, he should mark all items on which he is not bidding with the words "No Bid". Care should be exercised that all amounts on the bid are correct. Extensions should be checked to insure accuracy. Prices should be either in ink or typed. Extensions shall be checked to insure accuracy.

Any corrections must be initialed in ink by the person signing the original proposal. In case of a difference between unit price and extensions, the unit price shall be deemed correct. An appropriate officer or employee of the company bidding must sign the proposal.

J. Samples:

If samples are to be submitted with a bid, they will be held until after a bid award is made. Should a vendor wish to submit a sample for trial use, the product must be presented at no

cost or obligation to the Village.

K. Submitting Bid:

All bids must be sealed and marked as indicated in the Instructions to Bidders and must be received before the time stated for the opening of bids.

As a safeguard against tampering with bids, the sealed envelope containing the bids, upon receipt, will be stamped to indicate the time and date of receipt. All bids shall be placed in a vault or other locked receptacle until the time specified for opening.

L. Withdrawal of Bid:

Bidders have the right to withdraw their bids or to make changes to the bid prior to the bid opening. After bids are opened, the bid must stand as submitted. No bid may be withdrawn after the closing time for receipt of bid and for thirty (30) days thereafter.

M. Opening of Bids:

Formal bids are opened and read publicly in the Board Room or place designated in the ad on the date and immediately following the time shown in "Notice for Bids". The Village Clerk or her representative shall preside at the bid opening. A representative from the department to which the bid pertains shall also witness the bid opening.

All interested parties are welcome to attend bid openings. Bids are read aloud but are not available for further inspection until after the award is made. The Clerk or designee shall tabulate the bids as they are read aloud. The tabulation shall include the name of the bidder, respective address, total bid price and other pertinent information, such as amount of bid deposit checks. The tabulation of bid prices shall be made available to all interested parties. The original copy of the tabulation shall be attached to the bids and filed. All bids and supporting documents which are opened shall be exempt from public inspection until an award is made by the Village Board.

N. Late Bids:

Any bids received after the opening time as stated on "Invitation to Bid" shall not be honored by the Village. There shall be no exceptions. Any bid received late shall be promptly returned to the bidder unopened.

O. Tabulation and Analysis:

The following factors shall be used in determining the lowest and most responsible bidder:

1. The bid amount and its impact on the operating budget with statement of balance.
2. The ability, capacity and willingness of the bidder to perform the contract or provide the service required.
3. Whether the bidder has the capabilities to perform the contract in a satisfactory manner and whether he/she can provide the service promptly or within the time specified, without delay or interference.
4. The character, integrity, reputation, judgement, experience, and efficiency of the bidder.
5. The quality of performance of previous contracts or services.
6. The previous and existing compliance by the bidders with laws and ordinances relating to the contract, purchase, or service.
7. The equipment, personnel and facilities available to the bidder to perform the contract or provide the service.
8. The sufficiency of financial resources and ability of the bidder to perform the contract or provide the service.
9. The quality, availability and adaptability of the supplies, materials, equipment or services to the particular use required.
10. The ability of the bidder to provide future maintenance and service for the use of the subject of the purchase or contract.
11. The percentage difference between bid and estimate, where estimates existed.

P. Recommendation of Award:

The department manager shall, in writing, recommend award of the bid to the Village Administrator. The report shall include: Board date; date prepared; opening date; quantity and description of items; list of bidders; prices, terms, and conditions; basis of recommendation; reason for rejection of any bid if award is not recommended to low bidder; and availability of funds.

Q. Award of Bids:

The Village President and Board of Trustees have the final authority in awarding bids. After the Board has voted to accept a bid, the department manager shall issue a purchase

order to the successful bidder. The purchase is not consummated until the vendor receives the Village's official purchase order.

R. Inspection of Bids:

After the award is made, anyone may inspect the bids by contacting the Village Clerk's office and filing a Freedom of Information Request Form.

S. Acceptance of Bid Items:

Before any item bid is accepted, invoice paid, or bid bonds returned, the department manager shall inspect the materials, equipment, or services performed to insure that all conditions of the bid have been met.

T. Rejection or Waiving Technicalities in Bidding:

The Village reserves the right to reject any and all bids and to waive technicalities in bidding if such action is deemed to be in the best interest of the Village. The Village Administrator shall recommend when a bid should be rejected and technicalities waived to the Village Board. The ultimate authority, however, rests with the Village Board.

**VILLAGE OF WAUCONDA
REQUEST FOR PURCHASE ORDER**

DATE: _____ REQUESTED BY: _____

DEPARTMENT: _____ DEPT. MGR. APPROVAL: _____

VILLAGE ADMIN. APPROVAL: _____

VENDOR: _____ DELIVER TO: _____

ASN #	DESCRIPTION	QTY	UNIT PRICE	TOTAL AMOUNT
TOTAL COST				\$

VENDOR QUOTES

1. VENDOR _____ AMOUNT _____
 CONTACT PERSON _____ PHONE NO. _____
2. VENDOR _____ AMOUNT _____
 CONTACT PERSON _____ PHONE NO. _____
3. VENDOR _____ AMOUNT _____
 CONTACT PERSON _____ PHONE NO. _____

IF LOW QUOTE IS NOT RECOMMENDED, REASON WHY: _____

**VILLAGE OF WAUCONDA
REQUEST FOR PAYMENT**

DATE: _____ **REQUESTED BY:** _____

DEPARTMENT: _____ **DEPT. MGR. APPROVAL:** _____

VENDOR: _____ **DELIVER TO:** _____

ASN #	DESCRIPTION	QTY	UNIT PRICE	TOTAL AMOUNT
TOTAL COST				\$