

ATTACHMENT A

SAMPLE ADOPTING ORDINANCE

BE IT ORDAINED by the President and the Board of Trustees of the Village of _____ as follows:

WHEREAS, The Village of _____ village is in need of part time services of a municipal administration department and building commissioner, and

WHEREAS, the Village of Barrington maintains a full time Village management department and a village manager and is able and willing to engage in mutual cooperation with the Village of _____, as requested by the Village of _____ Village and,

WHEREAS, The Village of Barrington, a municipal cooperation in the Counties of Cook and Lake, Illinois, has in existance a program of professional management services now in effect in the said Village of Barrington, and

WHEREAS, the President and Board of Trustees of the Village of _____ village deem it advisable to obtain professional management services now being provided in the Village of Barrington.

NOW THEREFORE, BE IT ORDAINED as follows:

1. The Village of _____ village hereby appoints _____ name as the Village Manager of the Village of _____ Village, to act as the administrative agent of the Village Board of Trustees. The appointed manager is hereby given the authority to provide all management services including (outline of management services to be provided shall be inserted here.) For example:

(Powers and duties in general.) The village manager shall perform all his duties and exercise all powers granted to him subject

to the control of the president and the board of trustees.

He shall have supervision over all appointed officers of the village, and all village employees other than library employees, and all such persons shall perform their duties subject to his direction.

The manager shall recommend to the president and board of trustees any measures desirable for the improvement of the village government or for the enhancement of the general welfare of the residents of Farrington.

He shall attend all meeting of the president and board of trustees and give the corporate authorities all information possible on matters before them.

It shall be the duty of the manager to see to the enforcement of all village ordinances, to investigate all complaints relative to the government of the village, and to perform all other duties assigned to him by the board of trustees.

He shall have custody of and control over all real estate, equipment and other property of the Village not assigned by law or ordinance to any officer or other employee; and he shall keep or supervise the preparation and care of all records not so assigned to any other officer.

(Hiring employees.) The manager shall have the power to hire, and discharge, all employees of the village. Provided that this authority shall not extend to members of the police or fire departments.

(Contracts.) It shall be the duty of the manager to see to it that the provisions of all contracts to which the village is a party are complied with, and to report to the president

and board of trustees any violation of the terms thereof.

(Purchases.) The manager shall be purchasing agent for the village and shall make all purchases authorized by the president and board of trustees unless otherwise provided by the board.

Provided that no purchase of any article or commodity to cost more than one thousand dollars shall be made, except in case of emergency, or with specific approval of the board of trustees, unless bids have been asked from two or more sellers of such article or commodity, or by advertising in a newspaper in the village.

Specifications for such bids shall be available to all prospective bidders, and at least ten days shall elapse between the time of requesting or advertising for bids and the time specified for submitting bids to the village.

Budget.) On or before May fifteenth of each year the manager shall submit to the corporate authorities a budget, including information as to all anticipated revenues of the village and a detailed list of the anticipated expenditures for the current fiscal year.

The information contained therein shall be available for the preparation of the annual appropriation and tax levy ordinances required by law.

Reports to the corporate authorities.) The manager shall report to the president and board of trustees each month, or more often if required by them, the financial condition of the village, bills, payroll and other obligations then due and payable.

2. BE IT FURTHER ORDAINED that the Village of _____
village
will pay to the Village of Barrington the sum of _____ to
its manager or assistant manager for each hour of time devoted
to management matters of the Village of _____. In no
village
instance, however, shall the annual fee for management services
exceed the Village of _____'s fair share of the total
village
Management Budget. The fair share of the total shall be deter-
mined by the percentage of the total population that the Village's
population represents, times the total management budget.

3. BE IT FURTHER ORDAINED that the President of the
Village of _____ is hereby authorized and directed
village
to execute an agreement with the Village of Barrington to carry
into effect the terms and conditions of this ordinance.
(see sample contract.)

Dated _____ 19____

AGREEMENT BETWEEN THE VILLAGE OF BARRINGTON AND THE VILLAGE
OF _____ RELATIVE TO MANAGEMENT SERVICES

WHEREAS the Village of Barrington and The Village of

_____ are nearby Villages; and

village

WHEREAS the Village of Barrington maintains a full time
management staff and is able and willing to engage in mutual
management services with the Village of _____ and
_____ village
to jointly exercise their powers, pursuant to law:

WITNESSETH; The Village of Barrington, a municipal corporation
of the counties of Cook and Lake, Illinois and the Village of

_____ a corporation in the County of _____
village county
Illinois hereby agree:

1. The Village of _____ shall utilize the
village
management staff services of the Village of Barrington for a
period beginning on _____ and ending April 30, 19____, pursuant
to this agreement and subject to the renewal provisions herein
contained.

2. The Village of Barrington will provide to the Village
of _____ management services comparable in quality
with those provided to the Village of Barrington, including
(a statement of management services to be provided shall be given
here). For Example:

(Powers and duties in general.) The village manager shall
perform all his duties and exercise all powers granted to him
subject to the control of the president and the board of trustees.

He shall have supervision over all appointed officers of
the village, and all village employees other than library employees
and all such persons shall perform their duties subject to

his direction.

The manager shall recommend to the president and board of trustees any measures desirable for the improvement of the village government or for the enhancement of the general welfare of the residents of Farrington.

He shall attend all meetings of the president and board of trustees and give the corporate authorities all information possible on matters before them.

It shall be the duty of the manager to see to the enforcement of all village ordinances, to investigate all complaints relative to the government of the village, and to perform all other duties assigned to him by the board of trustees.

He shall have custody of and control over all real estate, equipment and other property of the village not assigned by law or ordinance to any officer or other employee; and he shall keep or supervise the preparation and care of all records not so assigned to him by the board of trustees.

(Hiring employees.) The manager shall have the power to hire, and discharge, all employees of the village. Provided that this authority shall not extend to members of the police or fire departments.

(Contracts.) It shall be the duty of the manager to see to it that the provisions of all contracts to which the village is a party are complied with, and to report to the president and board of trustees any violation of the terms thereof.

(Purchases.) The manager shall be purchasing agent for the village and shall make all purchases authorized by the president and board of trustees unless otherwise provided by the board.

Provided that no purchase of any article or commodity to cost more than one thousand dollars shall be made, except in

Case of emergency, or with specific approval of the board of trustees, unless bids have been asked from two or more sellers of such article or commodity, or by advertising in a newspaper in the village.

Specifications for such bids shall be available to all prospective bidders, and at least ten days shall elapse between the time of requesting or advertising for bids and the time specified for submitting bids to the village.

(Budget) On or before May fifteenth of each year the manager shall submit to the corporate authorities a budget, including information as to all anticipated expenditures for the current fiscal year.

The information contained therein shall be available for the preparation of the annual appropriation and tax levy ordinances required by law.

(Reports to the corporate authorities.) The manager shall report to the president and board of trustees each month, or more often if required by them, the financial condition of the village, bills, payroll and other obligations then due and payable.

3. The Village of _____ will pay to the Village of Barrington _____ village per hour for the time any manager or assistant manager devotes to the management matters of the Village of _____ village. However, at no time shall the maximum annual sum exceed the percentage of the total population that the Village population represents times the annual amount budgeted for management services. The charges for management services shall be billed monthly by the Village of Barrington and will be paid by the Village of _____ within thirty (30) days after billing. The Village of _____ will appropriate such amounts as are reasonably village

required to fulfill the obligations of said Village pursuant to this agreement.

4. The Village of _____ will appoint as its manager and its assistant manager the person serving in those capacities from time to time in the Village of Barrington.

5. This agreement shall be automatically renewed for an additional year and from year to year unless either party hereto gives the other party notice of termination on or before February 28, 19 __ and on or before February 28 of each succeeding year.

This agreement has been executed by the respective Villages pursuant to Ordinance adopted by the respective Villages.

Dated _____, 19____
