

Item #3:
Resolution Authorizing New Bank Account With BMO Harris

VILLAGE OF LONG GROVE
RESOLUTION NO. 2016-R-__

**A RESOLUTION AUTHORIZING
NEW BANKING ACCOUNT WITH BMO HARRIS BANK FINANCIAL SERVICES, INC.**

WHEREAS, the Village of Long Grove maintains financial accounts with various institutions and authorizes certain individuals as agents ("**Agents**") to act on behalf of the Village in making withdrawals, deposits, and other customary transactions; and

WHEREAS, the Village desires to open a new account with BMO Harris Bank ("**BMO**") and to authorize Agents to act on behalf of the Village with respect to such new account;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF LONG GROVE, LAKE COUNTY, ILLINOIS, THAT:

Section 1: Recitals. The recitals set forth above are incorporated as a part of this Resolution by this reference.

Section 2: Authorized Agents. The Agents listed below are individually authorized to act on behalf of the Village with respect to the Village's account at BMO, in accordance with the Village Code and the account agreements with BMO:

AUTHORIZED SIGNATURES:

Angie Underwood, Village President (elected)
Stan Borys, Village Trustee (elected)
John Marshall, Village Trustee (elected)
David Lothspeich, Village Manager (appointed)

AUTHORIZED TO VERIFY:

Identical to those Authorized to Originate.

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Identical to those Authorized to Originate.

SPECIAL INSTRUCTIONS:

Require two signatures, one from elected and one from appointed officials (any combination) for all transactions. Specifically one of the elected and one of the appointed officials to release collateral, purchase or sell investments and further that the Village Manager can wire or transfer to and from one Village of Long Grove financial institution and account to another Village of Long Grove financial institution and account, and that if a check is issued for maturing principal or interest funds it be made payable solely to Village of Long Grove for that maturing principal and/or interest funds.

Notwithstanding the foregoing, the Agents shall only be authorized to deposit Village funds in accounts with BMO to the extent that such accounts are fully insured in accordance with applicable law.

Section 3: Custodian Agreement. The Village President is hereby authorized to execute a Pledge Agreement (Exhibit A) and New Account Written Authorization Letter (Exhibit B) among the Village and BMO substantially in the form attached, subject to: (a) approval of the final form by the Village Attorney; (b) BMO providing the Village with copies of its last two reports of examination filed with the Illinois Department of Financial Institutions; and (c) the terms of this Resolution. In addition, BMO shall expressly agree to comply with the requirements of 30 ILCS 235/6, or any successor provision of the Illinois Compiled Statutes.

Section 4: Effective Date. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this 14th day of June, 2016.

AYES: ()

NAYS: ()

ABSENT: ()

APPROVED this 14th day of June, 2016.

Angela Underwood, Village President

ATTEST:

Heidi Locker-Scheer, Village Clerk

EXHIBIT A
PLEDGE AGREEMENT

PLEDGE AGREEMENT

For value received, the financial institution named below ("*Bank*") hereby grants to the public body named below ("*Customer*") the securities from time to time delivered by the Bank to a custodian to be held by the Custodian for the account of the Customer pursuant to the terms of a safekeeping depository agreement or custodian agreement between the Bank, the Customer and the Custodian named therein ("*Safekeeping Agreement*") together with all proceeds thereof as security for the prompt payment when due and at all times thereafter of all collected balances from time to time on deposit with the Bank from the Customer to the extent that such collected balances from time to time exceed the amount of same insured by the Federal Deposit Insurance Corporation ("*Secured Balance*"). The pledge and security interest herein granted and provided for is subject to the terms and conditions of this Agreement and the Safekeeping Agreement. The securities from time to time subject to the pledge and security interest herein stated are referred to below as the "*Pledged Securities*".

Upon non-payment when due of any of the Secured Balance Customer shall have all the rights and remedies available to a secured party upon default under the Uniform Commercial Code of Illinois, including the right to sell or otherwise dispose of the Pledged Securities, applying the proceeds of such sales to payment of the costs of sale and the payment of the amount of the Secured Balance then due, with the balance of such proceeds to be turned over to the Bank.

The Bank shall take such actions as shall be necessary to insure that the market value of the Pledged Securities equals or exceeds the Secured Balance and in the event that for any reason there is a deficiency the Bank shall, as promptly as is practical, deposit additional Permitted Securities (as hereinafter defined) with the Custodian in the amount necessary to secure such deficiency, all such securities to constitute part of the Pledged Securities hereunder.

Unless and until a default occurs in the payment when due of any of the Secured Balance the Bank shall have the right to: 1) receive all interest and other income from the Pledged Securities; 2) to direct the Custodian to withdraw securities and deliver them to the Bank in exchange for other securities so long as the securities exchanged therefore are Permitted Securities and 3) to direct the Custodian to deliver securities without exchanging other securities therefore, so long as in each of the foregoing instances the market value of the Pledged Securities is not less than the Secured Balance. The Customer may revoke any of the foregoing authorities granted to the Bank upon the non-payment when due of any of the Secured Balance, any such revocation to be accomplished by an instrument in writing signed by a duly authorized officer of the Customer and delivered to the Bank and the Safekeeping Agent.

The securities constituting Pledged Securities shall consist of securities of the following types and such other types as Customer may approve ("*Permitted Securities*") (*customer to strikeout and initial any of the following which are unacceptable*);

- 1) obligations of the United States Government, Treasury bills, Certificates of Indebtedness, Notes and Bonds
- 2) obligations of United States government agencies;
- 3) obligations of various states;
- 4) obligations of any municipalities of a public body located in the 50 states or territories of the United States;
- 5) other (*specify*).

Notices and other communications between the parties hereto shall be in writing or by facsimile addressed to the parties, at their addresses as specified below their signatures hereto or at such other address as either party may notify the other of in writing.

This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

Customer Name

By

Its

Date

BMO HARRIS BANK

Bank

By

Its

Date

EXHIBIT B
NEW ACCOUNT WRITTEN AUTHORIZATION

BMO Harris Bank N.A.
111 W. Monroe
Chicago, IL 60603

To whom it may concern:

Please open a new public funds money market for the _____ using
following information.

TIN(required) :
Acct Title : CLIENT NAME
Subtitle :
Address :
City :
State :
Zip :

Below is a list of authorized signers:

Thank you

Name

Title