AGENDA

1. Call to Order

2. Establish Quorum (Physical and Electronic)

3. Pledge of Allegiance

4. Citizen Comments

5. Approval of Minutes – May 18, 2017

6. Village President’s Report
   a) Swearing in Ofc. Edwardson to sergeant
   b) A Resolution for approval of a certain agreement with the Owners of Robert Wierc’s
      Subdivision for Dedication of a New Easement and Release of Two Existing Easements
      related to said Subdivision and Other Matters.
   c) Resolution for approval of a License Agreement for Coon Creek Country Days Festival.
   d) Appointment of Finance Director – Lori Lyons
   e) Appointment Ryan Krajccki to Business Development Commission
   f) Reappointment of the Revolving Loan Fund- Anna Marie Koesche, Judy Johnson
   g) Ordinance authorizing disposal of obsolete property.
   h) Resolution Approving an Intergovernmental Agreement with Kane County on the
      Intergovernmental Agreement with KaneComm for a period of five years from December
      2017 through November 2022.
   i) Purchase of Lawn Mowers
   j) 2017 Road and Bridge Funds Usage

7. Village Board Committee Reports
   a) Economic Development
   b) Finance
      1. Accounts Payable
   c) Planning/Zoning
   d) Public Safety
   e) Public Works
   g) Village Services
   f) Fields & Trails
   h) Business Development Commission

8. New Business

9. Announcements

11. Executive Session:

12. Any items to be reported and acted upon by the Village Board after returning to open session
13. Adjournment

The Village of Hampshire, in compliance with the Americans With Disabilities Act, requests that persons with disabilities, who require certain accommodations to allow them to observe and/or participate in the meeting(s) or have questions about the accessibility of the meeting(s) or facilities, contact the Village at 847-683-2181 to allow the Village to make reasonable accommodations for these persons.
The regular meeting of the Village Board of Hampshire was called to order by Village President Jeffrey Magnussen at 7:00 p.m. in the Village of Hampshire Village Board Room, 234 S. State Street, on Thursday May 18, 2017.

Present: Village President Jeffrey Magnussen, and Trustees Christine Klein, Toby Koth, Ryan Krajecki, Jan Kraus, Michael Reid and Erik Robinson.

Absent: None

Staff & Consultants present: Village Finance Director Lori Lyons, Hampshire Police Chief Brian Thompson; Village Engineer Brad Sanderson, and Village Attorney Mark Schuster.

A quorum was established.

The Pledge of Allegiance was recited.

At this time Clerk Vasquez Administered Oath of Office to Trustee Michael Reid Jr.

Citizens Comments:
Orris Ruth: This week is fallen police week, the names are posted on a wall at Washington D.C. Hampshire Officer Sears's name is on the wall, that case has gone cold.

He also talked about in 2003 the land that Hampshire Township Park District now owns. Village President Magnussen mentioned at that time Mr. Ruth was on the board and voted on these issues.

T.R. Smith County board member: Mentioned that the tax levy has been frozen in the last 5 years. Village President Magnussen wondered about the tree limb that fell on top of the pavilion roof at the Hampshire forest preserve, are they aware of it? T.R. will check into this.

At this time two weeks ago Hampshire High school student Brianna Soto who was a junior passed away in a car accident May 4th, also this past week Hampshire High school student Patryck Stanley who was a junior passed away in a car accident may 12th.

Village President Magnussen asked for a moment of silence.

Trustee Kraus moved, to approve the amended minutes of May 4, 2017, changing Mike Reid as absent.

Seconded by Trustee Reid
Motion carried by voice vote
Ayes: All
VILLAGE PRESIDENT REPORT
Committee Assignments
Trustee Krajecki moved, to approve the committee assignments as presented.

Seconded by Trustee Robinson
Motion carried by voice vote
Ayes: All
Nays: None
Absent: None

An Ordinance providing for the issuance of not to exceed $12,250,000 Village of Hampshire, Kane County, Illinois Special Service Area Number 14 special tax refunding bonds, series 2017 (Lakewood Crossing Subdivision).

Peter J. Raphael from William Blair and Kevin McCanna from Speer Financial reported this would save money for the homeowners at Lakewood, the rates are down with a saving of 1½ million over 20 years. The total cost all rolled into one will be about $340,000.

Trustee Koth moved, to approve Ordinance 17-15; An Ordinance providing for the issuance of not to exceed $12,250,000 Village of Hampshire, Kane County, Illinois Special Service Area Number 14 special tax refunding bonds, series 2017 (Lakewood Crossing Subdivision).

Seconded by Trustee Reid
Motion carried by roll call vote
Ayes: Klein, Koth, Krajecki, Kraus, Reid, Robinson
Nays: None
Absent: None

Ordinance amending the Zoning Classification of certain lots on East Street and Mill Avenue in the Village, from B-1 Central Business District to R-2 Single Family Residential Zoning District.

Trustee Kraus moved, to approve Ordinance 17-16; amending the Zoning Classification of certain lots on East Street and Mill Avenue in the Village, from B-1 Central Business District to R-2 Single Family Residential Zoning District.

Seconded by Trustee Koth
Motion carried by roll call vote
Ayes: Klein, Koth, Krajecki, Kraus, Reid, Robinson
Nays: None
Absent: None

Ordinance amending the Zoning Classification of the property at 123 Park in the Village, from B-2 Central Business District to R-2 Single Family Residential Zoning District.
Trustee Reid moved, to approve Ordinance 17-17; amending the Zoning Classification of the property at 123 Park in the Village, from B-2 Central Business District to R-2 Single Family Residential Zoning District

Seconded by Trustee Krajecki
Motion carried by roll call vote
Ayes: Klein, Koth, Krajecki, Kraus, Reid, Robinson
Nays: None
Absent: None

Resolution- Granting an easement for storm sewer and drainage purposes.
Trustee Reid moved to approve Resolution 17-05; granting an easement to the Hampshire Township Park District for Sanitary Sewer purposes.

Seconded by Trustee Robinson
Motion carried by roll call vote
Ayes: Klein, Koth, Krajecki, Kraus, Reid, Robinson
Nays: None
Absent: None

The Park District will act on this first before its signed.

Approval to purchase squad cars
Trustee Klein moved to authorize the purchase of 2 2017 Dodge Charges from Fenzel Motors for the state contract amount of $22,573 per unit. Plus the additional expense for equipment, installation and striping approximate cost would be $12,350.
Trustee Krajecki had some questions regarding the cars being used now, how many they have now, how many years or by mileage do they keep them?

Seconded by Trustee Koth
Motion carried by roll call vote
Ayes: Klein, Koth, Kraus, Reid, Robinson
Nays: Krajecki
Absent: None

Resolution- Utility Rounds and On-Call Policy
Trustee Robinson moved to approve Resolution 17-06; establishing a policy for Utility Rounds and on-call policy for the Village of Hampshire. Ms. Lyons reported to be retroactive 5-1-17.

Seconded by Trustee Reid
Motion carried by roll call vote
Ayes: Klein, Koth, Krajecki, Kraus, Reid, Robinson
Nays: None
Absent: None

Ordinance – amending the Village Code relating to the office of Village Treasurer.
Trustee Klein moved, to approve Ordinance 17-18; amending the Village Code relating to the office of Village Treasurer.
Seconded by Trustee Krajecki
Motion carried by roll call vote
Ayes: Klein, Koth, Krajecki, Kraus, Reid, Robinson
Nays: None
Absent: None

VILLAGE BOARD COMMITTEE REPORTS

a. Field & Trails
No report

b. Economic Development
No report

c. Finance
Trustee Klein presented the accounts payable warrants to be paid on May 23, 2017, in the total amount of $166,782.39 and made the motion to approve payment of the accounts payable warrants.

Seconded by Trustee Kraus
Motion carried by roll call vote
Ayes: Klein, Koth, Krajecki, Kraus, Reid, Robinson
Nays: None
Absent: None

d. Planning/Zoning
No report

e. Public Safety
No report

f. Public Works
Trustee Koth reported Only southbound State Street will be shut down the whole time during Coon Creek Days August 3, 4, 5 & 6. from Allen Road to Keyes Ave. Detour signage on State Street for truck routes will be posted and Northbound will be open.

g. Village Services
No report

Announcements
Village President Magnussen reported on the agenda June 1st I will appoint Ryan Krajecki on the Business Development Commission.
Also, on the June 1st meeting agenda will be bids for- 2017 Road Improvements. The grandfather clock that the Swalwell Family donated toward our beautification Downtown area will be placed near the Fenzel car showroom, there is a tree there now and believe electric is under there, we will need to plan ahead before we move anything.

Adjournment
Trustee Robinson moved to adjourn the Village Board meeting at 7:36 p.m.

Seconded by Trustee Klein
Motion carried by voice vote
Ayes: All
Nays: None
Absent: Reid

Linda Vasquez
Village Clerk
VILLAGE OF HAMPSHIRE
KANE COUNTY, ILLINOIS

OATH OF OFFICE

I do solemnly swear (or affirm) that I will support the Constitution of the United States, and the Constitution of the State of Illinois, and that I will faithfully discharge the duties office of sergeant of the Village of Hampshire, Illinois, according to the best of my ability.

--------------------------------------------
Ryan Edwardson

Date: June 1, 2017
No. 17 -

A RESOLUTION
APPROVING A CERTAIN AGREEMENT WITH THE OWNERS OF
ROBERT WIEREC'S SUBDIVISION PROPERTY FOR DEDICATION
OF A NEW EASEMENT AND FOR RELEASE OF TWO EXISTING
EASEMENTS RELATED TO SAID SUBDIVISION, AND
FOR OTHER MATTERS.

WHEREAS, the Robert Wierec Trust and the Mary Wierec Trust are the owners of
certain property generally located at 555 Prairie Court in the Village, and generally
referred to as Robert Wierec's Subdivision; and

WHEREAS, said subdivision consists of four platted units and eight residential lots;
and

WHEREAS, certain matters have arisen regarding said subdivision, the zoning
classification and buildability of lots located therein, and the existence and/or need for
certain easements related thereto; and

WHEREAS, the owners and the Village have come to an understanding regarding
such matters, and desire to reduce their understanding to a written document in an
Agreement to be executed by all parties; and

WHEREAS, the Corporate Authorities of the Village deem it to be in the best
interests of the Village to enter into such Agreement at this time; and

WHEREAS, the Village desires to accept dedication of a new right-of-way known
as Prairie Court in Unit 2 of said subdivision, and dedication of a new Village Utility
Easement from the owners at this time; and

WHEREAS, because of the existence of the new right-of-way and new easement,
the Corporate Authorities find it advisable to release and vacate two existing easements
in said subdivision at this time.

NOW THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF
TRUSTEES OF THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS AS
FOLLOWS:

Section 1. That certain Agreement by and between the owners of the land known
as Robert Wierec's Subdivision, and the Village, to be dated this date, and in words and
figures as attached hereto, shall be and is hereby approved.
Section 2. The Village President shall be and is authorized to execute and deliver, and the Village Clerk to attest, said Agreement on behalf of the Village, upon receipt of an original thereof duly executed by the owners.

Section 3. Dedication of the easement for village utility purposes as described in said Agreement, and as set forth on an appropriate Plat of Easement to be prepared by the Village Engineer and to be duly executed by the appropriate owners, which shall be dated as of June 1, 2017, shall be and hereby is formally accepted by the Village.

Section 4. Dedication of the right-of-way labeled as “Prairie Court” on the Plat of Subdivision for Unit 2 of said subdivision, which Plat is recorded in the Office of the Kane County Recorder as Doc. No. 2009 K 058567, shall be and hereby is formally accepted by the Village.

Section 5. Any motion, order, resolution or ordinance in conflict with the provisions of this Resolution is to the extent of such conflict hereby superseded and waived.

Section 6. If any section, subdivision, sentence or phrase of this Resolution is for any reason held to be void, invalid, or unconstitutional, such decision shall not affect the validity of the remaining portion of this Resolution.

Section 7. This Resolution shall take full force and effect upon its passage and approval as provided by law.

ADOPTED this ______ day of ________________, 2017, pursuant to roll call vote as follows:

AYES: __________________________________________________________

NAYS: __________________________________________________________

ABSTAIN: ______________________________________________________

ABSENT: ________________________________________________________
APPROVED this ____ day of ____________, 2017.

______________________________
Jeffrey Magnussen
Village President

ATTEST:

______________________________
Linda Vasquez
Village Clerk
AGREEMENT

THIS AGREEMENT made and entered into this ___ day of ____________, 2017 by and between the Village of Hampshire, an Illinois Municipal Corporation, and having its office at 234 South State Street, Hampshire, Illinois 60140 (hereinafter referred to herein as "Village") and the Robert Wierec Declaration of Trust dated January 4, 1992 and Mary Wierec Declaration of Trust dated January 22, 1992 (hereinafter referred to collectively as "Owner"). The Village and Owner may be referred to herein collectively as the "Parties."

RECITALS

WHEREAS, the Village of Hampshire, is an Illinois municipal corporation, duly organized and existing under the laws of the state of Illinois (the "Village"); and

WHEREAS, the Robert Wierec Declaration of Trust dated, January 4, 1992 and Mary Wierec Declaration of Trust, dated January 22, 1992 (the "Owner"), are the owners (the "Owner") of the property with the common address of 555 Prairie Street, Hampshire, IL, and located within the Village of Hampshire, Illinois (the "Property"); and

WHEREAS, Owner acquired the property in 1970 and has owned it continually since that time; and

WHEREAS, the Property is approximately 4.5 acres in size; and

WHEREAS, the Property has been divided by Owner into four subdivision Units, and eight lots altogether, as depicted on Exhibits A through D, attached hereto; and

WHEREAS, Plats of Subdivision for each of four units proposed for the Property, to be called the Wierec Subdivision have been approved and/or recorded, as follows:

a. Unit 1 Final Plat describes an area zoned for "apartments," affects the portion of the Property on which the existing apartment building is located, and was approved by the Village on January 13, 1971 and later recorded in the Office of the Kane County Recorder on _________________, as Doc. No. _________________ (Exhibit A);
b. Unit 2 Final Plat describes Lots 4, 5, 6 and 7 in Unit 2, and was approved by the Village on January 13, 1971, but not recorded, and was reapproved by the Village on December 18, 1986; and was later recorded in the Office of the Kane County Recorder on _____________, 2009, as Doc. No. 2009K058568 (Exhibit B);

c. Unit 3 Final Plat describes Lots 2 and 3 in Unit 3, and was approved by the Village on January 13, 1971 and was reapproved by the Village on December 18, 1986; and was later recorded in the Office of the Kane County Recorder on _____________, 2009, as Doc. No. 2009K058567 (Exhibit C);

d. Unit 4 Final Plat describes Lot 8, and was approved by the Village on January 13, 1971 and was reapproved by the Village on December 18, 1986; and was later recorded in the Office of the Kane County Recorder on _____________, 2009, as Doc. No. 2009K058569 (Exhibit D); and

WHEREAS, at the time of the public hearing regarding the Petition for Zoning of the lots, the lots conformed with the requirements of the Village Zoning Regulations as to dimension and area; and

WHEREAS, the zoning classification(s) for the Subject Property should be shown on the Official Village Zoning map as follows:

1. Lot 1 in Unit 1 is zoned R-4;
2. Lots 2 and 3 in Unit 3 ("Duplex Lots") are zoned R-3;
3. Lots 4, 5, 6 and 7 in Unit 2 ("Single Family Lots") are zoned R-2; and
4. Lot 8 in Unit 4 is zoned R-4; and

WHEREAS, the Single Family Lots as platted are approximately 74' by 100' and approximately 7,400 sq. ft. in area; and

WHEREAS, the current Village Zoning Regulations, §6-7-2 adopted in 2001, and governing the R-2 Single Family Residential Zoning District in the Village, provide as follows:

1. Lot area shall be not less than twelve thousand (12,000) square feet, except on lots of record as of April 18, 1985, for which lot area shall be not less than six thousand five hundred (6,500) square feet.
2. Lot width shall be not less than one hundred feet (100') at the buildable area, except lots of record as of April 18, 1985, then not less than sixty-five feet (65'); and

WHEREAS, Lots 2 and 3 in Unit 3 were designated by Owner and platted for duplexes ("Duplex Lots"); and the lots are 70' by 109.35' and 7,654.5 sq. ft. in area; and
WHEREAS, the Village Zoning Regulations currently require a minimum lot area of 6,300 sq. ft. and width of “not less than one hundred feet (100’) at the buildable area for two-family detached dwellings or single family semidetached dwellings” for lots in the R-3 District; and there is no grandfathering provision contained in the R-3 Residential District provisions of the Village’s zoning regulations; and

WHEREAS, the minutes of the Board of Trustees from a meeting held on November 19, 1970 state that approval of the zoning of the lots in question would require that Owner commence development within one year of the date of approval by an ordinance establishing the re-zoning requested by Owner; and

WHEREAS, there is no ordinance in the records of the Village by which the zoning of the lots in question was ever finally approved, after recommendation from the Zoning Board of Appeals; and

WHEREAS, no construction on the lots was commenced by owner within one year of November, 1970; and

WHEREAS, the Kane County Board of School Trustees agreed to provide a certain easement to the Village to install, maintain, operate and replace an eight-inch sewer of gravity type by an Easement Agreement dated June 17, 1955 and thereafter recorded in the Office of the Kane County Recorder on June 27, 1955, as Doc. No. 783486, granting a certain easement ten feet in width over and across part of the property which now comprises Lot 3 in Unit 3; and thereafter, a sewer main was installed; and

WHEREAS, the sanitary sewer as installed falls outside of the prescribed easement, and actually lies ten feet more or less south of the northerly lot line of said Lot 3; and

WHEREAS, the Village and the Owner of the property entered into a certain Easement Agreement in 1993, recorded as Doc. No. 95K00462, which easement was part of a settlement agreement between Owner and the Village to resolve issues arising from Owner’s relocation of the creekway on his property without any permit or prior authorization (said easement is hereinafter referred to as the “20-Foot Access Easement”); and

WHEREAS, said grant of easement created a 20’ wide access easement over Lots 4, 5, 6 and 7 in the Subdivision, as a “right-of-way or easement forever, over and across the land herein specifically described, for the purpose of access to and inspection, maintenance and/or repair of the Hampshire Creek Tributary” at its new location, as part of the consideration for the Village’s settlement of issues concerning the relocation of the creekway; and

WHEREAS, the Plat of Subdivision for Unit 2 of the Wierc Subdivision dedicates to the Village a public right-of-way, labeled “Prairie Court”; and

WHEREAS, no improvements to the right-of-way labeled “Prairie Court” have been constructed to date.
NOW, THEREFORE, in consideration of the mutual promises herein contained and the respective undertakings of the Parties hereinafter set forth, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The foregoing Recitals are restated and incorporated into this Agreement by this reference.

2. Zoning Status. The Village agrees and confirms that the zoning classification(s) of the respective portions of the Property shall be and are as follows:

   a) R-2 For Lot 4, Lot 5, Lot 6 and Lot 7 in Unit 2
   b) R-3 For Lot 2 and Lot 3 in Unit 3
   c) R-4 For Lot 1 in Unit 1
   d) R-4 For Lot 8 in Unit 4 (for the existing apartment building)

including both the Single Family Lots and Duplex Lots and lot sizes and configuration as platted, respectively; and such zoning shall be and is deemed to be “grandfathered” and allowed as consistent with the zoning regulations in effect when the Owner’s zoning petition was first heard at public hearing, and said Lots shall be and are deemed and held to be buildable lots under the Village’s current zoning ordinance.

   These zoning classifications shall be noted on the Official Zoning Map of the Village.

3. Grant of New Public Utility Easement. Owner shall and hereby does grant to the Village a new easement for public utilities (a “village utility easement”), over and across the northern part of Lot 3 of Unit 3 of the Wierec Subdivision, and over and across the southern part of Lot 14 of the Wayne Maushak Subdivision in the Village of Hampshire, as more particularly depicted on Exhibit E attached hereto and incorporated herein by this reference.

4. Release of Easement. Upon delivery to the Village by Owner of a written Grant of Easement for the easement described in Paragraph 3 above, in recordable form and duly executed by all necessary parties (other than the Village), the Village shall deliver to Owner:

   a) a Release of Easement, in form and substance as set forth on Exhibit F attached hereto and incorporated herein, releasing the 20-foot Access Easement otherwise described herein and granted to the Village by Owner by the Easement Agreement that was recorded in the Office of the Kane County Recorder as Document Number 95K00462.

   b) a Release of Easement, in form and substance as set forth on Exhibit G attached hereto and incorporated herein, releasing the 10-foot Easement for gravity sewer purposes otherwise described herein and granted to the Village by the Kane County Board of School Trustees by the Easement Agreement that was recorded in the Office of the Kane County Recorder as Document Number 783486.
5. **Recording.** The Village shall at its own expense record in the Office of the Kane County Recorder the new Grant of Easement for Public Utilities described in Paragraph 3 above, and after such recording shall deliver to Owner a copy thereof; and Owner shall at its own expense record in the Office of the Kane County Recorder the two Releases of Easement described in Paragraph 4 above and after such recording shall deliver to the Village Clerk a copy of each such release.

6. **Miscellaneous.**

   a) **No Agency or Partnership.** This Agreement does not make either party the agent, legal representative, partner or joint venturer of the other for any purpose whatsoever. Neither party has the right to create any obligation or responsibility, express or implied, on behalf of or in the name of the other, or to bind the other in any manner or concerning any matter.

   b) **Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties as well as their respective heirs, personal representatives, successors and assigns. This Agreement shall run with the land.

   c) **Construction.** Wherever possible, each provision of this Agreement shall be liberally interpreted in such a manner as to be effective under applicable law and the expressed intent of the parties, but if any provision of this Agreement shall be prohibited or invalid, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

   d) **Counterparts.** This Agreement and any document or instrument executed pursuant hereto may be executed in any number of counterparts each of which shall be deemed to be an original, but all of which together shall constitute on and the same instrument.

   e) **Applicable Law.** Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

   f) **Further Documents.** Each of the Parties will, and will cause its respective affiliates to, at the request of another party, execute and deliver to such other party all such further instruments, assignments, assurances and other documents as such other party may reasonably request in connection with the carrying out of this Agreement and the transactions contemplated hereby.

   g) **Prevailing Party.** If suit is brought or an attorney is retained by any party to this Agreement to enforce the terms of this Agreement, or to collect money damages for breach hereof, the substantially prevailing party shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorney fees, court costs, costs of investigation and other related expenses incurred in connection therewith.
h) Waiver. The waiver by any party of any term, covenant, agreement or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, agreement, or condition contained in this Agreement.

i) Recordation. Upon execution by all of the Parties, this Agreement shall be recorded with the Kane County Recorder by the Village; the parties shall split the cost of such recording; and a recorded copy shall be provided to each party.

j) Corporate Capacities. The parties acknowledge that the corporate authorities of the Village have approved this Agreement and the Village President and Village Clerk have executed this Agreement in their official capacities and not personally, and that no personal liability of any kind shall attach or extend to said officials on account of any act performed or failed to be performed in connection with the execution and implementation of this Agreement.

Remainder of Page Intentionally Left Blank;
Signature Page Next Follows This Page.
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year noted above.

OWNER:

Robert Wierec Declaration of Trust dated, January 4, 1992

By: __________________________
    Robert Wierec
    Its: Trustee


By: __________________________
    Mary Wierec
    Its: Trustee

VILLAGE:

Village of Hampshire,
an Illinois Municipal Corporation

By: __________________________
    Village President

Attest: _________________________
    Village Clerk

Prepared by / Return to:

Mark Schuster
Bazos, Freeman, Schuster & Braithwaite LLC
Attorney for the Village of Hampshire
1250 Larkin Avenue  #100
Elgin, IL  60123
mschuster@bazosfreeman.com
STATE OF ILLINOIS  )
   ) SS.
COUNTY OF KANE  )

The undersigned, a Notary Public, does hereby certify that Robert Wierec, personally
known to me to be the person whose name is subscribed in the foregoing instrument, appeared
before me this day in person and acknowledged that he signed and delivered the said
instrument as his free and voluntary act, and as the free and voluntary act of the Robert Wierec
Declaration of Trust, for purposes therein set forth.

Given under my hand and notarial seal this _____ day of __________________, 2017.

_____________________________________
Notary Public

My commission expires:

STATE OF ILLINOIS  )
   ) SS.
COUNTY OF KANE  )

The undersigned, a Notary Public, does hereby certify that Mary Wierec, personally
known to me to be the person whose name is subscribed in the foregoing instrument, appeared
before me this day in person and acknowledged that he signed and delivered the said
instrument as his free and voluntary act, and as the free and voluntary act of the Mary Wierec
Declaration of Trust, for purposes therein set forth.

Given under my hand and notarial seal this _____ day of __________________, 2017.

_____________________________________
Notary Public

My commission expires:
The undersigned, a Notary Public, hereby certifies that Jeffrey R. Magnusen personally known to me to be President of the Village of Hampshire, and Linda Vasquez, personally known to me to be Clerk of the Village of Hampshire, whose names are subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that as such President, and as such Clerk, respectively, he signed and delivered the said instrument as such President of the Village, and she signed and delivered the said instrument as such Clerk of the Village, as his and her free and voluntary act, respectively, and as the free and voluntary act of the Village of Hampshire, for purposes therein set forth.

Given under my hand and notarial seal this _____ day of ____________, 2017.

__________________________________________
Notary Public

My commission expires:
LIST OF EXHIBITS

A. Plat of Subdivision / Robert Wierec Subdivision, Unit 1
B. Plat of Subdivision / Robert Wierec Subdivision, Unit 2
C. Plat of Subdivision / Robert Wierec Subdivision, Unit 3
D. Plat of Subdivision / Robert Wierec Subdivision, Unit 4
E. Grant of New Public Utility Easement
F. Release of 20’ Access Easement
G. Release of School Board of Trustees Sewer Easement
A RESOLUTION
APPROVING A LICENSE AGREEMENT FOR USE OF CERTAIN
PUBLIC PROPERTY BY COON CREEK COUNTRY DAYS, INC.

WHEREAS, the Village is the owner of certain territory located on North State Street at or near an intersection with future right-of-way designated as Town Hall Road in the Village (the “Property”); and

WHEREAS, Coon Creek Country Days, Inc. annually runs a community festival known as “Coon Creek Country Days,” a four-day festival held at or around the first weekend in August of each year (the “Festival”); and

WHEREAS, the Festival has been conducted at Bruce Ream Memorial Park in the Village in recent past years; and

WHEREAS, Bruce Ream Memorial Park is currently undergoing renovations which will preclude conducting the Festival at that location in 2017; and

WHEREAS, the Property is currently vacant and available for purposes of conducting the Festival in 2017;

WHEREAS, the Corporate Authorities desire that the Festival be held in 2017, and are willing to grant permission to Coon Creek, its agents, servants contractors, and invitees of Coon Creek to use and occupy the public land described herein during the time and for such purposes as are set forth herein; and

WHEREAS, the parties have prepared a written agreement for a license to Coon Creek to hold its annual Festival on certain land owned by the Village in 2017.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS, AS FOLLOWS:

1. The proposed License Agreement by and between the Village of Hampshire and Coon Creek Country Days, Inc. for use of certain land owned by the Village for purposes of conducting the annual Coon Creek Country Days Festival in 2017, in words and figures as set forth on the attached Exhibit “A,” shall be and is hereby approved.

2. The Village President shall be and is authorized to execute said License Agreement on behalf of the Village, after receipt by the Village Clerk of an original of said License Agreement duly executed by Coon Creek Country Days, Inc.

3. This Resolution shall be in full force and effect from and after its passage and approval as provided by law.
ADOPTED this _____ day of June, 2017.

AYES: ________________________________

NAYS: ________________________________

ABSTAIN: _____________________________

ABSENT: ______________________________

APPROVED this _____ day of June, 2017.

Jeffrey R. Magnussen
Village President

ATTEST:

_____________________________________

Linda Vasquez
Village Clerk
LICENSE AGREEMENT

This LICENSE AGREEMENT is made as of the Effective Date herein provided by and between the Village of Hampshire, an Illinois Municipal Corporation, 234 South State Street, Hampshire, IL (the “Village”) and Coon Creek Country Days, an Illinois not-for-profit entity with its registered place of business at 185 South State Street, Hampshire, IL 60140 (“Coon Creek”). The Village and Coon Creek may each be referred to herein as a “Party” and collectively, as the “Parties.”

WITNESSETH:

WHEREAS, the Village is the owner of certain territory located on North State Street at or near an intersection with future right-of-way designated as Town Hall Road in the Village (the “Property”); and

WHEREAS, Coon Creek annually runs a community festival known as “Coon Creek Country Days,” a four-day festival held at or around the first weekend in August of each year (the “Festival”); and

WHEREAS, the Festival has been conducted at Bruce Ream Memorial Park in the Village in recent past years; and

WHEREAS, Bruce Ream Memorial Park is currently undergoing renovations which will preclude conducting the Festival at that location in 2017; and

WHEREAS, the Property is currently vacant and available for purposes of conducting the Festival in 2017;

WHEREAS, the Village desires that the Festival be held in 2017, and is willing to grant permission to Coon Creek, its agents, servants contractors, and invitees of Coon Creek to use and occupy the public land described herein during the time and for such purposes as are set forth herein; and

WHEREAS, the Village would grant a license to Coon Creek for such purpose.

WHEREAS, the Village desires a full, complete and absolute indemnity against any and all loss or damage which the Village, its officers, employees and attorneys might incur by reason of the use and occupation of the Property as herein contemplated and further desires that certain insurance be procured and maintained during the term of this License Agreement; and

NOW, THEREFORE, in consideration of the promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed and understood between the Parties as follows:

1. Subject to the terms of this License Agreement, the Village hereby grants to Coon Creek, for the benefit of Coon Creek and its agents, servants, contractors, and invitees, a license to enter upon, use and occupy the Property for the purpose of conducting the Coon Creek Country Days annual festival, including time for set up and take down, from Sunday, July 30, 2017 through Sunday, August 6, 2017.
2. The license and authority herein granted includes a right of access for all necessary machinery, equipment and materials required for the Festival, and also, shall include the right of parking of motor vehicles for agents, servants, contractors, and invitees to the Festival.

3. Use of the Property shall be substantially in accordance with the attached diagram of the Festival layout.

4. Use of the Property shall be subject to the easement rights and any other rights afforded to Grantor in the Special Warranty Deed identified and as set forth in Exhibit “B” attached hereto and incorporated herein by the reference.

5. At the conclusion of the term of this License Agreement, Coon Creek and its agents, servants, and contractors shall remove any and all machinery, equipment and materials utilized by it for the Festival, and restore the Property to its condition prior to the Festival.

6. The Village shall have the right upon breach of any provision, term or condition by Coon Creek or any of its agents, servants, or contractors, to immediately revoke this License upon written notice to Coon Creek.

7. The rights afforded to Coon Creek under this License Agreement are personal and shall not be assignable, either in whole or in part, but include and contemplate the use of the Property by the agents, servants, and contractors engaged by Coon Creek for purposes of conducting the Festival, and invitees of Coon Creek for the Festival.

8. Coon Creek does not have and shall not claim at any time any estate or interest of whatsoever kind or nature in the Property by virtue of this License Agreement.

9. Prior to entry onto the Property, Coon Creek shall provide the Village with copies of the certificate(s) of insurance required by Paragraph 10 of this Agreement.

10. Coon Creek and its agents, servants and contractors, to the full extent permitted by law, and to the extent the Village is not protected by the insurance provided under Paragraph 10 hereof, shall pay for any and all loss and damage to property and injury to and death of all persons whatsoever, including but not limited to reasonable attorneys' fees, arising wholly or in part, from or in connection with the use of the Property as herein contemplated, and Coon Creek and its agents, servants, and contractors shall defend, indemnify and hold the Village and the Protected Parties harmless against all claims and liabilities of whatsoever kind or nature arising in whole or in part from or in connection with the use of the Property as herein contemplated and from any and all such losses, damage, injury or death, and against any and all consequent costs and expenses, including but not limited to reasonable attorneys' fees, except to the extent the same is caused by the intentional acts or the negligence of the Village or any of the Protected Parties.

For purposes of this License Agreement, the term “Protected Parties”, as used herein, shall be deemed to refer to and include the officers, employees, and attorneys of the Village.

11. Coon Creek agrees that the use and occupation of the Property shall be in compliance with all applicable laws, statutes, ordinances, rules and regulations, including without limitation, those of the Village; the County of Kane; the State of Illinois; the United States of America, and any agency of any of the foregoing, and that Coon Creek will protect, save and keep the Village and the Protected Parties forever harmless and indemnified against and from any penalty and damage or charges
imposed for any violation by Coon Creek and its Contractors of any such laws, statutes, ordinances, rules and regulations, Coon Creek shall be responsible for obtaining all permits and approvals required for the Permitted Uses.

12. Not in limitation of the provisions of Paragraph 10 of this Agreement, it is agreed and understood that at its sole cost and expense, Coon Creek, for itself and its agents, servants, and contractors shall furnish evidence to the Village in a form satisfactory to the Village that Coon Creek and its agents, servants and contractors are insured with a carrier or carriers satisfactory to the Village for the following coverages:

   (a) Broad Form Comprehensive General Liability in an amount of not less than $2,000,000.00 combined single limit, including the following coverages:

      (i) premises/operation;

      (ii) independent contractors;

      (iii) contractual liability;

      (iv) personal injury ABC including deletion of employee exclusions; and

      (v) deletion of XCU exclusion;

   (b) Automobile liability for owned, non-owned and hired vehicles in an amount of not less than $500,000.00 combined single limit; and

   (c) Workmen’s Compensation Insurance Policy limits according to Illinois law.

Such evidence shall also show that the Village and its Protected Parties have been named as additional insureds under such insurance policies identified as “(a),” “(b)” and “(c)” above. Coon Creek for itself and for its agents, servants and contractors shall keep in force such policy or policies as shall be sufficient to cover any claims made as a result of its use or occupancy of the Property.

13. Coon Creek shall keep the Property free and clear of mechanics’ or materialmen’s liens for labor and/or materials furnished in connection with its use pursuant to this License Agreement, or otherwise. Coon Creek shall pay and discharge or bond over all mechanics or materialmen’s liens that may be filed against the Property as a result of the performance of any work and the furnishing of any materials related to this use or occupancy of the Property.

14. All notices required under the terms of this License Agreement shall be in writing and sent to the Parties hereto at the addresses respectively listed below either by facsimile or by overnight courier service. Notices sent by facsimile shall be deemed received on the day sent, if sent before 4:00 p.m. on a business day, or on the next business day, if sent later or on a non-business day, while notices sent by overnight courier shall be deemed received on the next business day.

To the Village: 
Village of Hampshire
234 South State Street
PO Box 457
Hampshire, IL 60140
Attn: Village President
To Coon Creek:  
Coon Creek Country Days, Inc.  
c/o Mr. Carl Palmisano  
316 Century Drive  
Hampshire, IL 60140

Copy to:  
Coon Creek Country Days, Inc.  
c/o Matt Krueger  
185 South State Street  
Hampshire, IL 60140

Either Party may at any time in accordance with the requirements of this paragraph give notice to the other of such other or additional person, or location, to whom or at which notice shall be given.

15. Unless terminated earlier pursuant to Paragraph 4 of this Agreement, the right of Coon Creek to use and occupy the Property for the purposes set forth in this License Agreement shall terminate on Monday, August 7, 2017 at 12:01 a.m.

16. The duties and obligations imposed upon Coon Creek by Paragraphs 11, 12, 13 and 14 shall continue and survive termination of Coon Creek’s right to use and occupy the Property under this Agreement.

17. The laws of the State of Illinois shall govern the interpretation, validity, performance and enforcement of this Agreement.

18. Venue of any cause of action arising from or in connection with this License Agreement shall exclusively be in Kane County, Illinois.

19. The person(s) executing this License Agreement warrant and covenant that each has been duly authorized to execute and deliver same on behalf of the entity for which he/she has signed below.

20. This License Agreement shall not be amended, modified or altered except by a written instrument duly executed by each of the Parties.

IN WITNESS WHEREOF, the undersigned have executed this License Agreement at Hampshire, Kane County, Illinois as of the Effective Date.

COON CREEK COUNTRY DAYS, INC.

By: ____________________________

Date Signed by Coon Creek / the Effective Date: _______________________, 2017.

VILLAGE OF HAMPSHIRE

By: ____________________________

Its: President
EXHIBIT A

THE PROPERTY

THAT PART OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

Commencing at the Northeast corner of the Southeast Quarter of said Section 21 per Monument Record 1557006; thence North 89 degrees 50 minutes 03 seconds West, 40.00 feet along the North line of said Southeast Quarter to the West line of state street as dedicated per document 2006K094681 (the following 2 courses are along said West line); thence North 00 degrees 18 minutes 32 seconds East, 0.05; thence North 00 degrees 10 minutes 02 seconds East, 69.21 feet, to the point of beginning;

Thence South 27 degrees 58 minutes 54 seconds West, 512.89 feet; thence South 74 degrees 54 minutes 52 seconds West, 452.57 feet; thence North 80 degrees 42 minutes 02 seconds West, 431.12 feet; thence North 00 degrees 10 minutes 02 seconds East, 617.90 feet; thence South 89 degrees 55 minutes 34 seconds East, 716.64 feet; thence easterly, tangent to the last described course, 136.36 feet along a curve to the left, having a radius of 340.00 feet, the chord of said curve bearing North 78 degrees 35 minutes 03 seconds East; thence North 67 degrees 05 minutes 40 seconds West, 55.08 feet, tangent to the last described course; thence easterly, tangent to the last described course, 104.28 feet along a curve to the right, having a radius of 260.00 feet, the chord of said curve bearing North 78 degrees 35 minutes 03 seconds East; thence South 89 degrees 55 minutes 34 seconds East, 75.13 feet, tangent to the last described course; thence South 44 degrees 52 minutes 46 seconds East, 35.33 feet to aforementioned West line of state street; thence South 00 degrees 10 minutes 02 seconds West, 159.55 feet, along said West line, to the point of beginning.

PIN

01-21-426-028; 01-21-200-050 (affects land in addition to the territory described above)

Common Address: Vacant land, North State Street, Hampshire, IL
EXHIBIT B

SPECIAL WARRANTY DEED
(With Reservation of Easement and Restrictions on Use by Grantee)
(Document Recorded as 2009 K 078203)

The Special Warranty Deed includes the following reservation of rights to the Grantor (refer to the recorded document for full information related to this conveyance):

... Grantor hereby reserves an easement (the "Easement") over the Easement Area for the benefit of Grantor, its designated contractors, its designated builders and the designated contractors of its designated builders (Grantor's designated contractors, designated builders and the designated contractors of Grantor's designated builders are herein collectively called the "Easement Beneficiaries") for the purpose of enabling the Easement Beneficiaries to enter onto the Easement Area with all necessary personnel and equipment and to remove topsoil from the topsoil stockpile located on the Easement Area for re-spread on other Parcels within Grantor's Prairie Ridge Development ("Prairie Ridge") within the Village of Hampshire. The Easement hereby reserved is subject to the following terms, provisions and conditions:

A. Grantor and its successors shall have the exclusive right, from time to time, to give Grantee written notice (at its address as specified above) identifying and designating those contractors and builders which shall have the right, as Easement Beneficiaries, to enter onto the Easement Area and to remove topsoil from the stockpile for re-spread within Prairie Ridge.

B. Easement Beneficiaries privileges are personal to the entities designated by Grantor and shall not be assigned by the Easement Beneficiaries.

C. No Easement Beneficiary shall have any estate or interest of whatsoever kind or nature in the Described Property by virtue of being so designated by Grantor. Grantor and each Easement Beneficiary shall keep the Described Property free and clear of mechanics liens.

D. All Easement Beneficiaries, to the full extent permitted by law, and to the extent Grantee is not protected by the insurance provided under Paragraph F below, shall pay for any and all loss and damage to property and injury to and death of all persons whatsoever, including but not limited to reasonable attorneys' fees, arising wholly or in part, from or in connection with the use of the Described Property as herein contemplated, and Easement Beneficiaries and their contractors shall defend, indemnify and hold Grantee harmless against all claims and liabilities of whatsoever kind or nature arising in whole or in part from or in connection with the entry onto and removal of topsoil from the Easement Area from any and all such losses, damage, injury or death, and against any and all consequent costs and expenses, including but not limited to reasonable attorneys' fees, except to the extent the same is caused by the intentional acts or the negligence of Grantee.

E. Easement Beneficiaries shall comply with all applicable laws, statutes, ordinances, rules and regulations, applicable to the removal of stockpiled topsoil from the Easement Area, including without limitation, those of Grantee; the County of Kane; the State of Illinois; and federal agencies.

F. Not in limitation of the provisions of Paragraph D, each Easement Beneficiary, at its sole cost and expense, prior to entering onto the Easement Area, shall provide Grantee with certificates or other evidence that such Easement Beneficiary has the following insurance coverages then in effect, and showing the Village of Hampshire as an additional insured:

(i) Broad Form Comprehensive General Liability in an amount of not less than $2,000,000.00 combined single limit, including the following coverages: premises/operation; independent
(i) contractors; contractual liability; personal injury ABC including deletion of employee exclusions; and deletion of XCU exclusion;

(ii) Automobile liability for owned, non-owned and hired vehicles in an amount of not less than $500,000.00 combined single limit; and

(iii) Workmen’s Compensation Insurance Policy limits according to Illinois law.

G. There shall be reserved for the use of Grantee 6,000 cubic yards of topsoil in said stockpiled topsoil which is estimated to be sufficient to enable Grantee to spread not less than six (6") inches of topsoil over the Described Property.

H. The Easement hereby reserved over the Easement Area shall run with the land but shall terminate upon the first the first to occur of the following:

(a) the removal of all topsoil from the stockpile (except for the amount reserved for the Described Property in Section G above); or

(b) when dwelling units have been constructed on all lots within Neighborhoods O, R and Q in Prairie Ridge.

I. Grantor shall be responsible to hydro-seed the Described Property, and shall mow the same in accordance with Hampshire Municipal Code, Section 2-12-1 et seq., in 2009. The Village shall assume responsibility for such mowing in calendar year 2010. If, prior to termination of the Easement hereby reserved, Grantee completes construction of a Municipal Center Building on the Described Property, then for the remaining term of the Easement, Grantor shall be responsible for:

(a) keeping the Easement Area in a clean and orderly condition;

(b) erecting a chain link fence around the stockpile; and

(c) keeping the Easement Area seeded to control erosion of the stockpile.

J. At the end of the Easement Term, provided that Grantee has removed the topsoil reserved for it pursuant to Section G above, Grantor shall reseed the Easement Area and remove the fence. Except for such re-seeding and removal of the fence, neither Grantor nor any Easement Beneficiary shall have any obligation to restore the surface of the Easement Area or remove any remaining stockpiled topsoil when the Easement hereby reserved terminates as provided in Section H above.
AGENDA SUPPLEMENT

TO:         President Magnussen and Village Board
FROM:       Lori Lyons, Finance Director
FOR:        June 1, 2017 Village Board Meeting
RE:         Ordinance Authorizing Disposal of Obsolete Property

Background. As the Village replaces equipment periodically, there occasionally arises the need to dispose of obsolete items. Over time the Village has accumulated a number of non-functioning or obsolete items that need to be disposed of.

Analysis. To comply with state statues, the attached ordinance should be approved by the Village board authorizing staff to dispose of the obsolete, damaged or malfunctioning equipment and scrap.

Recommendation. Staff recommends approval of the attached ordinance authorizing the disposal of the surplus property per the list provided.
No. 17 –

AN ORDINANCE
AUTHORIZING THE DISPOSAL OF OBSOLETE PERSONAL PROPERTY
OWNED BY THE VILLAGE OF HAMPSHIRE

WHEREAS, the Village of Hampshire, owns property which is no longer necessary, useful to or
for the best interest of the municipality; and

WHEREAS, the Village of Hampshire would like to dispose of this obsolete property; and

WHEREAS, the Corporate Authorities of the Village of Hampshire shall authorize the disposal or
sale of all obsolete property prior to disposal.

NOW THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE
VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS, AS FOLLOWS:

Section 1: Pursuant to Illinois Compiled Statutes, 65ILCS 5/11-76-4, the Village of
Hampshire Board of Trustees finds that the personal property list included as Exhibit A now owned by
the Village of Hampshire is no longer necessary or useful to the Village of Hampshire and the best
interest of the Village of Hampshire will be served by its disposal;

Section 2: Village of Hampshire Administration, Public Works and Police Department
personnel are hereby authorized to dispose of the property listed on Exhibit A from their department in
a manner that is in the best interest of the Village of Hampshire.

Section 3: This Ordinance shall be in full force and effect from and after its passage and
approval as provided by law.

ADOPTED THIS 1st day of June 2017, as follows:

AYES: ____________________________

NAYS: ____________________________

ABSTAIN: ____________________________

ABSENT: ____________________________

APPROVED this 1st day of June 2017.

Jeffrey R. Magnussen
Village President

ATTEST:

_______________________________

Linda Vasquez
Village Clerk
EXHIBIT A

Water Meters

Electric Motor

Piping and other Scrap Metal

Four Squad Car Light Bars

Sign Posts

Signs

Tripp Light Universal Power Supply
AGENDA SUPPLEMENT

TO: President Magnussen and Village Board
FROM: Lori Lyons, Finance Director
FOR: June 1, 2017 Village Board Meeting
RE: Resolution Approving an Intergovernmental Agreement with Kane County on an Intergovernmental Agreement with KaneComm for a Period of Five Years from December 2017 through November 2022.

Background. The Village has participated in an intergovernmental agreement (IGA) with Kane County for the provision of emergency dispatch services in Hampshire through KaneComm, Kane County Emergency Communications, for many years. The current agreement will expire in December 2017.

Analysis. The IGA which follows continues to provide for these dispatch services at a cost based on call-volume experience from December 2017 through November 2022. The projected budget and subscriber fee schedule is found at the back of the agreement. The PD equipment is compatible, radio transmitting capabilities acceptable and the cost much less than staffing an in-house call/dispatch center. The agreement has been through Mark Schuster and his memo follows this agenda supplement. Staff is comfortable with the agreement and recommends approval of the new IGA.

Recommendation. Staff recommends approval of the attached resolution approving an intergovernmental agreement with Kane County for Emergency Dispatch Services.
MEMORANDUM

CONFIDENTIAL / ATTORNEY - CLIENT PRIVILEGE

TO: Chief of Police  
FROM: Mark Schuster / Village Attorney  
DATE: April 27, 2017  
RE: KaneComm

Kane County has proposed a written agreement for providing 9-1-1 services through KaneComm.

1. Service under the agreement would be from Dec. 17 – Nov 18 (FY 18), and four more fiscal years.

2. The total terms is Dec 17 to Nov. 22.

3. Notice of termination would be due by Sept. 1, 2021 (for end of 5-year term – otherwise, there is automatic renewal).

4. Payments must be made for full year’s subscription, billing in July, payment due by September 1 each year.

5. Payment is due to the end of the term (whenever there has been a termination).

A. The Agreement should be filed with the Village Finance Director.

B. The September 1, 2021 date should be diaried by the Chief of Police and/or Village Finance Director as a reminder to review this ongoing obligation before notice of termination would be due.
WHEREAS, the County has established a system of emergency communication for 9-1-1 emergency calls and dispatch services ("KaneComm") and

WHEREAS, the County has provided such services to Hampshire and other local governmental entities in the County and the past, and

WHEREAS, the County has offered to continue to provide such services upon expiration of the current agreement, pursuant to the terms and provisions of a proposed Intergovernmental Agreement captioned “Kane Comm Dispatch Services Agreement”, and

WHEREAS, the Corporate Authorities desire to have the benefit of such services for its residents and police department and have reviewed the proposed agreement, and believe it to be in the best interests of the Village to enter into the proposed Intergovernmental Agreement with the County of Kane.

NOW THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS AS FOLLOWS:

Section 1. The proposed Intergovernmental Agreement by and between the County of Kane and the Village of Hampshire, captioned, “Kane Comm Dispatch Services Agreement” for participation in the County’s KaneComm emergency communications system, shall be and is hereby approved.

Section 2. The Village President shall execute, and the Village Clerk attest, said Kane Comm Dispatch Services Agreement and the Village Clerk shall promptly thereafter deliver an executed original to the County Clerk.

Section 3. The Resolutions shall take effect upon its passage and approval as provided by law.

ADOPTED THIS 1ST day of JUNE, 2017

AYES: ____________________________________________
NAYS: ____________________________________________
ABSTAIN: ____________________________________________
ABSENT: ____________________________________________
APPROVED THIS 1st day of JUNE 2017.

Jeffrey R. Magnussen
Village President

ATTEST:

Linda Vasquez
Village Clerk
KaneComm

Kane County Emergency Communications

Dispatch Service Agreement
KaneComm Dispatch Services Agreement

This Agreement is made and entered into as of this 17th day of April, 2017, by and between the County of Kane, Illinois (hereinafter referred to as “County”), and the Hampshire Police Department (hereinafter referred to as the “Subscriber”). The foregoing are sometimes also referred to as the “Parties” or “Party”.

WITNESS

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

WHEREAS, the Subscriber desires to participate in a regional public safety communications and emergency 9-1-1 dispatch system (hereinafter referred to as “KaneComm”) per Chapter 8 Section 5 of the Kane County Code attached hereto as Exhibit A, and;

WHEREAS, the County, through KaneComm, is willing and able to furnish such services on a mutually agreeable cost sharing plan, and;

WHEREAS, the Kane County Emergency Communications Board (hereinafter referred to as the “KaneComm Board”) has established fees and charges for Subscribers, and;

WHEREAS, the Parties desire to better define the services to be provided and to reduce their agreement regarding the provision of such services to writing by means of a formal agreement.

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

A. Services to be Provided by KaneComm

a) KaneComm shall provide all answering services of the Emergency 9-1-1 telephone number. Such services shall be provided twenty-four (24) hours a day, seven (7) days a week.

b) KaneComm shall provide all urgent, non-emergency answering of a secondary back-up telephone number for the dispatch of Subscriber police, fire, medical or other emergency service response units. This shall not include the answering of administrative or after hours telephone lines associated with Subscribers.
c) KaneComm shall provide emergency and routine dispatch of Subscriber police, fire and emergency medical units, as well as Kane County Court Services, Kane County Coroner, and Kane County Office of Emergency Management.

B. Subscriber’s Responsibilities

a) Subscribers are responsible for the purchase and maintenance of Subscriber-owned mobile, portable and fixed (base station) radio equipment that is compatible with KaneComm’s radio system for use by their personnel as set forth in Exhibit B hereto. Such equipment remains the property of each Subscriber. Equipment shall meet or exceed specifications established by KaneComm.

b) Each Subscriber shall also be responsible for all costs associated with any direct landlines and/or ringdown telephone lines and associated equipment from their individual stations and/or offices to the 9-1-1 emergency communications center.

c) Mobile Computing and New World Records Management Systems are not covered by this agreement.

C. Term of the Agreement

a. The initial term of this Agreement shall be for five (5) years commencing December 1, 2017 and ending on November 30, 2022, unless sooner terminated as provided herein.

b. Budget Projections for Fiscal Years 2018 through 2022 are contained in Exhibit C.

c. Subscriber fee projections for Fiscal Years 2018 through 2022 are contained in Exhibit C. Specifically, Subscriber fees reflected in Exhibit C to be charged under this agreement are for services provided by KaneComm for:

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fee Covers</th>
<th>Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 18</td>
<td>Fee Covers</td>
<td>December 1, 2017 through November 30th, 2018</td>
</tr>
<tr>
<td>FY 19</td>
<td>Fee Covers</td>
<td>December 1, 2018 through November 30th, 2019</td>
</tr>
<tr>
<td>FY 20</td>
<td>Fee Covers</td>
<td>December 1, 2019 through November 30th, 2020</td>
</tr>
<tr>
<td>FY 21</td>
<td>Fee Covers</td>
<td>December 1, 2020 through November 30th, 2021</td>
</tr>
<tr>
<td>FY 22</td>
<td>Fee Covers</td>
<td>December 1, 2021 through November 30th, 2022</td>
</tr>
</tbody>
</table>

d. Should the KaneComm Board recommend and the Kane County Board adopt a budget for KaneComm where expenses exceed the projected revenue in a particular Fiscal Year, any excess of expenses over revenue shall be divided amongst subscribers using a three-year average of call volume (percentage of call volume) to divide the excess expenses based on the Subscriber’s use.

c. At the end of the initial 5-year term, the Agreement shall automatically renew for successive periods of one year unless a subscribing agency wishes to withdraw and terminate this Agreement as set forth herein. Each Subscriber’s fee for years six and
beyond shall be calculated at the rate of 105 percent of the preceding year’s Subscriber Fee (i.e. the Subscriber’s Fee for 2023 shall be 105% of the same Subscribers fee for 2022).

D. Termination of Agreement

a. During the initial term of this agreement, any Subscriber may withdraw from participation in KaneComm and terminate this Agreement upon full payment of all fees to be paid under this agreement for the remainder of the initial 5-year term of the agreement.

b. Any Subscribing Agency wishing to withdraw and terminate the Agreement must provide notice, as set forth herein, prior to September 1st of the fiscal year preceding the requested termination of services. Any subscriber withdrawing from the KaneComm system at the conclusion of the fifth year of this Agreement is responsible for Subscriber fees for the year following notice of termination.

c. Any Subscriber terminating this Agreement is also responsible for their portion of any debt incurred by that Subscriber while a member of KaneComm.

E. Additional Considerations Specific to an Individual Subscribing Agency

Additional considerations specific to an individual subscribing agency, if any shall be documented in writing and attached to this Subscriber Agreement as Exhibit D.

F. Special Assessments

During the term of this agreement or subsequent renewals, should Fire and / or Police Subscribers desire additional services not already contained in this agreement, or services not already covered by the KaneComm budget, a special assessment shall be levied to recover said cost of providing those services.

G. Payments

KaneComm shall provide each Subscriber with an invoice of the Total Cost due — calculated as provided in Section C — which shall be payable within sixty (60) days of receipt. Invoices shall be processed annually on the first day of July. Payments made later than thirty (30) days after the due date shall be subject to an interest penalty of one percent (1%) on any unpaid balance for each month or fraction thereof after the due date until final payment is made.

H. Performance

a. Wherever possible, KaneComm shall adhere to current industry standards as dictated by the Association of Public Safety Communications Officials (APCO) and National
Emergency Number Association (NENA). KaneComm shall also remain in compliance with the standards set forth by the National Fire Protection Association, Commission on Accreditation for Law Enforcement Agencies (CALEA) and the Insurance Service Office Inc. (ISO) as it relates to Emergency Communications.

b. The KaneComm Director agrees to work closely with the Subscribers to ensure appropriate levels of dispatch service. All procedures related to Subscriber dispatch operations shall be developed on a collaborative basis with all Subscribers.

c. The KaneComm Director will promptly investigate any complaints received from any Subscriber or citizen and a response will be made to the complainant in a timely manner.

I. Resolution

Each Subscriber shall furnish a certified copy of a resolution authorizing the Subscriber to enter into a 911 Service Subscriber Agreement which resolution shall be attached hereto and made a part hereof.

J. Procurement

Kane County Procurement policies shall govern with regard to all purchases and procurements as they relate to KaneComm.

K. Insurance

Subscriber shall maintain minimum indemnity limits of not less than $1M per person, $2M aggregate and shall name KaneComm/Kane County as an additional insured on a primary and noncontributory basis.

In the event that the participating (subscriber) municipality or unit of government is self-insured or a participant in a risk pool, Kane County/Kane Comm. should be similarly protected by the risk pool or collective liability sharing entity.

Subscribers shall provide to the KaneComm Director proof of liability insurance within thirty (30) days of acceptance of this Agreement. Subscriber shall notify the KaneComm Director in the event of any changes to or cancellation of said liability insurance.

L. Governing Law

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

M. Place of Venue

Any claim, action, suit, or judicial proceeding arising from or relating to this Agreement shall be instituted only in the Sixteenth Circuit Court of Kane County, Illinois.
N. Indemnification and Hold Harmless

Each Party shall, and does agree to, indemnify the other Party and its elected and appointed offices, officials, attorneys, employees, and hold them harmless from any claim, injury, or loss, no matter how sustained, arising out of or related in any way to the provision of police, fire protection, or emergency medical dispatch services by KaneComm, or the use of, or the disruption or failure of, Dispatch Services pursuant to this Agreement. It is expressly understood by both Parties to this Agreement, that the obligation to indemnify each Party as set forth above does not apply to any act, failure to act, or conduct of the other Party, its officers, officials, attorneys, or employees for the negligent or willful or wanton acts and omissions of such persons. Each party agrees to jointly defend against any claim or action brought against any of the Parties related to Dispatch Services to the extent of such Party’s relative degree of culpability.

O. Amendments; Waivers.

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

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

P. Assignment

Neither Party shall assign this Agreement or any of the rights and duties hereunder without the prior written consent of the other Party.

Q. Severability

If any terms or provisions of the Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provision shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular terms or provision held invalid.

R. Entire Agreement

This is the entire Agreement between the Parties with respect to the subject matter contained in this Agreement. This agreement supersedes any and all previous agreements. Except as expressly provided to the contrary, the provisions of this
Agreement are for the sole benefit of the Parties and not for the benefit of any other person(s) or legal entity.

S. Notices

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

b. For notices to KaneComm:

   Executive Director
   KaneComm
   719 S. Batavia Avenue, Building C
   Geneva, Illinois 60134

c. For notices to the Subscriber:

   Police Chief, Hampshire Police Department
   215 Industrial Drive
   Hampshire Illinois 60140

T. IN WITNESS WHEREOF, the Parties have set their hands and affixed their seals on the date first above written.

ON BEHALF OF THE SUBSCRIBER ON BEHALF OF KANE COUNTY

____________________________  ______________________________
Signature  Signature

____________________________  ______________________________
Print Name  Print Name

____________________________  ______________________________
Title  Title

____________________________  ______________________________
Date  Date
Article 8.5
KANE COUNTY EMERGENCY COMMUNICATIONS BOARD

8.5-1: CREATION OF KANECOMM:

The Illinois commerce commission has directed and authorized local units of government to establish and operate public safety answering points ("PSAP"). The Kane County PSAP shall be known as Kane County emergency communications ("KaneComm") which is created for the receipt of a request for emergency services; and whereby pertinent information is noted by the recipient of a telephone request for such services, and is relayed to the appropriate public safety agency or other provider of emergency services for dispatch of an emergency service unit so as the proper action may be taken. (Ord. 11-398, 12-13-2011)

8.5-2: BOARD CREATED:

There is hereby established the Kane County emergency communications board ("KaneComm") with the duties, responsibilities and membership hereafter provided. (Ord. 11-398, 12-13-2011)

8.5-3: MEMBERSHIP:

KaneComm shall be governed by an eleven (11) member board (the "KaneComm board") comprised of the following:

A. The chairman of the Kane County board, or a member of the county board designated by the chairman, who shall also serve as the chairman of the KaneComm board;

B. The county board member appointed by the chairman of the Kane County board, who is the chairman of the county board judicial and public safety committee;
C. A county board member appointed by the chairman of the Kane County board, who is the chairman of the administration committee;

D. The executive director of the Kane County department of information technology;

E. The executive director of 911 as appointed as hereinafter provided;

F. The sheriff of Kane County, or a member of the sheriff's office designated by the sheriff;

G. A police user member as determined by volume of service activity chosen from among the units of government entering into subscriber agreements with the county (the "user member");

H. A police user member appointed by the chairman of the Kane County board chosen from among the units of government entering into subscriber agreements with the county (the "user member");

I. A fire user member as determined by volume of service activity chosen from among the units of government entering into subscriber agreements with the county (the "user member");

J. A fire user member appointed by the chairman of the Kane County board chosen from among the units of government entering into subscriber agreements with the county (the "user member");

K. A member of the public appointed by the chairman of the Kane County board, who is a resident of the Kane County emergency communications service area. (Ord. 11-398, 12-13-2011; Ord. 13-91, 4-9-2013)

8.5-4: TERM OF BOARD; EX OFFICIO MEMBERS; REMOVAL FROM OFFICE:
A. All appointed members of KaneComm shall serve for a term of four (4) years or until their successors are appointed and qualified, unless otherwise provided in this chapter.

B. All members except the public member shall serve ex officio. (Ord. 11-398, 12-13-2011)

8.5-5: COMPENSATION AND EXPENSES:

All members of the KaneComm board shall serve without compensation but shall be reimbursed for their actual mileage and expenses. Nothing herein shall be construed to preclude or limit any board member from receiving any compensation for any other office. (Ord. 11-398, 12-13-2011)

8.5-6: MEETINGS; OFFICERS:

The KaneComm board shall meet quarterly. Special meetings may be called by the chairman of the KaneComm board or any two (2) user representatives, in accordance with the requirements of the open meetings act, or may be scheduled at any regular meeting. The proceedings of the board shall be governed by "Robert's Rules Of Order" (current edition) and such other rules as may be adopted by the KaneComm board or the Kane County board. A majority of the members shall constitute a quorum to do business. The executive director of 911 shall serve as the ex officio secretary to the KaneComm board. (Ord. 11-398, 12-13-2011)

8.5-7: SPECIAL ACCOUNT ESTABLISHED:

All fees, grants, or revenues related to the operation of the Kane County emergency communications system shall be deposited in a special account (the "KaneComm fund") in the custody of the Kane County treasurer. All warrants and charges on the KaneComm fund shall be by order of the board and paid by the treasurer. The special account shall be subject to audit by the county auditor and shall have an annual audit of its books and records. (Ord. 11-398, 12-13-2011)

8.5-8: ANNUAL BUDGET:
The KaneComm board shall determine its annual budget subject to the approval of the Kane County board and the KaneComm board shall also approve all expenditures in accordance with applicable law and county ordinances. (Ord. 11-398, 12-13-2011)

8.5-9: POWERS AND DUTIES OF THE BOARD:

The board shall have the following powers and duties:

A. To adopt the format of all subscriber agreements with other units of local government who are dispatched through KaneComm to be ratified by the Kane County board;

B. To approve all subscriber agreements to the fullest extent permitted by applicable law;

C. To set all fees and charges for subscribers;

D. To keep and maintain all records necessary to the discharge of its duties;

E. To receive and administer all funds provided by this chapter or other provision of law related to the emergency communications system, the custody of which is not given to some other officer;

F. To authorize the executive director of 911 to approve for payment any invoices which have been authorized and approved in the annual KaneComm budget necessary to the operation of the emergency communications system;

G. To plan for and recommend improvements and upgrades to the county 911 system;

H. To coordinate and supervise the implementation, upgrading or maintenance of the county 911 system, including the establishment of equipment specifications;
I. To review regular financial and budget reports and expenditures no less than annually and to approve, as needed, disbursements from the KaneComm fund;

J. To set the guiding vision for PSAP operations, ensure representation of the subscriber community, clarify KaneComm’s mission and strategic direction;

K. To support the executive director of 911 in setting strategic direction, providing input into operations and promoting accountability for service and results among the user group.  
(Order. 11-398, 12-13-2011)

8.5-10: 911 DIRECTOR:

The chairman shall appoint with concurrence of a majority of the KaneComm board, a director (the “executive director of 911”) for the 911 operation who shall be the executive director for the KaneComm board. The 911 director shall submit reports as directed by the KaneComm board on the status of PSAP activities and issues, and shall be responsible for the hiring of all 911 employees. The 911 director shall also submit an annual report on all PSAP operations. Department of information technology personnel assigned to the PSAP shall remain the staff of the information technology department.  
(Order. 11-398, 12-13-2011)

8.5-11: USER GROUP:

The 911 director shall organize a user group, which shall hold regular meetings to assist in providing input into operations, setting direction and promoting accountability of services and results among the subscribers. The user group shall be comprised of the elected or appointed head of the police and/or fire user agency of each subscriber. Any decision impacting more than one user agency as it relates to KaneComm must be presented to the user group for approval prior to implementation.  
(Order. 11-398, 12-13-2011)

8.5-12: USER MEMBERS:

Five (5) user members shall be appointed by the county board chairman as voting members of the KaneComm board. Three (3) members shall be representatives of the police discipline. The first shall be the sheriff of Kane County, or a member of the sheriff’s office designated by the sheriff. A representative from the police agency utilizing the greatest
volume of services shall be appointed to the KaneComm board. One additional member shall be appointed by the chairman of the county board by recommendation of the user group.

Two (2) members shall be representatives of the fire discipline. The one fire user utilizing the greatest volume of services shall be appointed to the KaneComm board. One additional member shall be appointed by the chairman of the county board by recommendation of the user group.

No two (2) user members representing the same community, village or organization shall be permitted to serve concurrently on the KaneComm board. (Ord. 11-398, 12-13-2011)

8.5-13: DEFINITIONS:

As used in this chapter:

PUBLIC SAFETY ANSWERING POINT: A facility equipped and staffed to receive 911 calls.

SUBSCRIBER: A unit of local government that enters into an agreement with the Kane County board for emergency dispatch services.

SUBSCRIBER AGREEMENT: An intergovernmental agreement executed between the county of Kane and a unit of local government desiring to utilize the dispatch services of KaneComm that explicitly identifies the terms of the agreement.

USER OR USER GROUP: The public safety agency of a subscriber. (Ord. 11-398, 12-13-2011)
KaneComm Subscriber Radio Requirements

a) All radios used on any KaneComm licensed frequency shall have their internal time-out-timer programmed for 60 second operation to prevent any radio from transmitting longer than 60 seconds causing problems with the repeater system.

b) All radios used on any KaneComm licensed frequency shall have a unique identifier (Motorola MDC-1200 signature) programmed into the radio’s memory and shall transmit the MDC signal upon pre-key (programmed to send the MDC signal at the beginning of each broadcast).

c) It is preferred that each radio uniquely identifies the person the radio is issued to.

d) Radios used in the system shall transmit a PL code as assigned by the Radio Systems Administrator.

e) Radios used in the system shall have a receive PL code as assigned by the Radio Systems Administrator.

f) Radios used in the system shall be programmed to operate within the transmit power levels authorized under KaneComm’s FCC system licenses while operating on KaneComm licensed frequencies.

g) Radios that cannot be programmed to operate within the standards listed above shall not be authorized to operate on any KaneComm licensed radio frequency.
## Exhibit C

### KaneComm Projected Budget and Subscriber Fee Schedule

<table>
<thead>
<tr>
<th>Subscribing Agency</th>
<th>FY 16 Current Agreement</th>
<th>FY 17 Current Agreement</th>
<th>FY 18 New Subscriber Agreement</th>
<th>FY 19 Projected KaneComm Budget</th>
<th>FY 20</th>
<th>FY 21</th>
<th>FY 22</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anticipated Revenue from ETSB</td>
<td>$491,800</td>
<td>$495,000</td>
<td>$550,000</td>
<td>$550,000</td>
<td>$550,000</td>
<td>$550,000</td>
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<tr>
<td>M1ux Revenue</td>
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<td>$700</td>
<td>$700</td>
<td>$700</td>
<td>$700</td>
<td>$700</td>
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<td>Revenue Subtotal</td>
<td>$491,500</td>
<td>$495,000</td>
<td>$550,000</td>
<td>$550,000</td>
<td>$550,000</td>
<td>$550,000</td>
<td>$550,000</td>
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### Z060 Subscriber Fees

<table>
<thead>
<tr>
<th>Subscribing Agency</th>
<th>FY 16</th>
<th>FY 17</th>
<th>FY 18</th>
<th>FY 19</th>
<th>FY 20</th>
<th>FY 21</th>
<th>FY 22</th>
</tr>
</thead>
<tbody>
<tr>
<td>Big Rock Fire Protection District</td>
<td>$9,921</td>
<td>$10,418</td>
<td>$10,626</td>
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<td>$11,051</td>
<td>$11,276</td>
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<td>Battington Fire Protection District</td>
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<td>$11,218</td>
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<td>Fox River and Countryside Fire/Rescue District</td>
<td>$28,781</td>
<td>$30,220</td>
<td>$30,825</td>
<td>$31,411</td>
<td>$32,007</td>
<td>$32,612</td>
<td>$33,236</td>
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<tr>
<td>Hampshire Fire Protection District</td>
<td>$24,700</td>
<td>$25,993</td>
<td>$26,453</td>
<td>$26,922</td>
<td>$27,422</td>
<td>$27,992</td>
<td>$28,634</td>
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<tr>
<td>Kaneville Fire Protection District</td>
<td>$7,905</td>
<td>$8,302</td>
<td>$8,468</td>
<td>$8,617</td>
<td>$8,810</td>
<td>$8,986</td>
<td>$9,166</td>
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<tr>
<td>Maple Park and Countryside Fire District</td>
<td>$6,696</td>
<td>$10,146</td>
<td>$10,349</td>
<td>$10,556</td>
<td>$10,767</td>
<td>$10,983</td>
<td>$11,202</td>
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<tr>
<td>Pingree Grove and Countryside Fire Protection District</td>
<td>$22,995</td>
<td>$24,184</td>
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<td>$25,622</td>
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<tr>
<td>Compton Hills Police Department</td>
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<td>Fox Valley Park District Police Department</td>
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<td>$49,766</td>
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<td>Gilberts Police Department</td>
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<td>$69,741</td>
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<td>Hampshire Police Department</td>
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<td>$84,334</td>
<td>$88,551</td>
<td>$92,979</td>
<td>$97,628</td>
<td>$102,509</td>
<td>$107,634</td>
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<tr>
<td>Kane County Sheriff</td>
<td>$771,360</td>
<td>$427,767</td>
<td>$569,728</td>
<td>$598,214</td>
<td>$628,123</td>
<td>$659,531</td>
<td>$692,508</td>
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<tr>
<td>Kane County Coroner</td>
<td>$69,939</td>
<td>$49,263</td>
<td>$51,716</td>
<td>$54,312</td>
<td>$57,020</td>
<td>$59,877</td>
<td>$62,910</td>
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<td>Kane County OEM</td>
<td>$5,733</td>
<td>$5,680</td>
<td>$5,774</td>
<td>$5,860</td>
<td>$5,956</td>
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<td>$6,160</td>
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<td>Kane County Courts</td>
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<td>$150,411</td>
<td>$157,932</td>
<td>$165,829</td>
<td>$174,120</td>
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<td>County Obligation</td>
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<td>$9,182</td>
<td>$9,182</td>
<td>$9,182</td>
<td>$9,182</td>
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<tr>
<td>Kane County Forest Preserve District Police Department</td>
<td>$30,874</td>
<td>$32,417</td>
<td>$34,038</td>
<td>$35,710</td>
<td>$37,527</td>
<td>$39,404</td>
<td>$41,374</td>
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<tr>
<td>Maple Park Police Department</td>
<td>$11,394</td>
<td>$11,964</td>
<td>$12,562</td>
<td>$13,190</td>
<td>$13,849</td>
<td>$14,542</td>
<td>$15,369</td>
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<tr>
<td>Pingree Grove Police Department</td>
<td>$34,465</td>
<td>$36,188</td>
<td>$37,997</td>
<td>$39,989</td>
<td>$41,992</td>
<td>$43,996</td>
<td>$46,186</td>
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<tr>
<td>New Agency (South Elgin fee shown in FY 16 &amp; FY 17)</td>
<td>$309,340</td>
<td>$108,339</td>
<td>$255,000</td>
<td>$262,660</td>
<td>$270,530</td>
<td>$281,351</td>
<td>$292,605</td>
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<tr>
<td>Wayne Police Department</td>
<td>$37,642</td>
<td>$39,524</td>
<td>$41,500</td>
<td>$43,575</td>
<td>$45,754</td>
<td>$48,062</td>
<td>$50,444</td>
</tr>
</tbody>
</table>
AGENDA SUPPLEMENT

TO: President Magnussen and Village Board

FROM: Lori Lyons, Finance Director

FOR: June 1, 2017 Village Board Meeting

RE: Purchase Lawn Mowers

Background. The FY18 operating budget included provision to acquire a new lawn mower and a new pickup truck for the Street Department. After careful consideration, Staff would like to request a change and purchase two lawn mowers for use by the Street Department for Street and SSA purposes. The purchase would allow the dedication and return of one mower to the Utility Department to mow their facilities and allow three mowers to be operating at the same time to keep up with the grass growth within the responsibility of the Streets Department (SSA, Village owned properties [other than Utility properties] and right of ways). The Street Department has the permission of and will use a Utility Department truck and forego the purchase of a pickup truck for their use until the next budget year. Net approximately $21,762.80 less in capital purchases.

Analysis. The Village requested and received quotes as follows:

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Buck Brothers</th>
<th>B&amp;K Power Equipment</th>
<th>Ralph Helm</th>
</tr>
</thead>
<tbody>
<tr>
<td>Model</td>
<td>JD Z997R Diesel</td>
<td>Hustler Z Diesel</td>
<td>Toro 7000 Series</td>
</tr>
<tr>
<td>Deck Size</td>
<td>72&quot;</td>
<td>72&quot;</td>
<td>72&quot;</td>
</tr>
<tr>
<td>Engine HP</td>
<td>37.4</td>
<td>25.0</td>
<td>25.0</td>
</tr>
<tr>
<td>Price</td>
<td>$18,618.60</td>
<td>$13,335.00</td>
<td>$12,996.58</td>
</tr>
</tbody>
</table>

The Village currently owns two lawn mower: a John Deere Z997R and a John Deere Z830A (both of which are zero turns). The Z997R was used as a comparison point as this mower does the best job and is sized with the horsepower sufficient to mow all facilities and right of ways. It is important to know that the models quoted by B&K and Helm were the best matches to the Z997R that the Village currently has. Staff requests approval to purchase the JD despite the additional costs due for the following reasons:

- Parts proximity
- Fewer spare parts required on hand due to interchangeability
- Certified JD mechanic on staff
- JD meets and has met the needs and satisfaction of the Village

Recommendation. Staff requests authorization to purchase two John Deere Z997R diesel lawn mowers at Buck Brothers for the quoted price of $18,618.60 per unit.
ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Buck Bros., Inc.
14 N 937 Us Hwy 20
Hampshire, IL 60140
847-683-4440
info@buckbrosinc.com

---

**Quote Summary**

**Prepared For:**
Village Of Hampshire
234 S State St
Hampshire, IL 60140
Business: 847-683-4044

**Delivering Dealer:**
Buck Bros., Inc.
Lindsey Parsons
14 N 937 Us Hwy 20
Hampshire, IL 60140
Phone: 847-683-4440
Mobile: 847-774-8771
lindsey.parsons@buckbrosinc.com

**Quote ID:** 15391384
**Created On:** 22 May 2017
**Last Modified On:** 22 May 2017
**Expiration Date:** 21 June 2017

**Equipment Summary**

<table>
<thead>
<tr>
<th>Suggested List</th>
<th>Selling Price</th>
<th>Qty</th>
<th>Extended</th>
</tr>
</thead>
<tbody>
<tr>
<td>$24,180.00</td>
<td>$18,618.60</td>
<td>X 1</td>
<td>$18,618.60</td>
</tr>
</tbody>
</table>

**Contract:** IL Assoc of County Board Members 14-04-00777-A (PG 12)
**Price Effective Date:** May 22, 2017
May 25, 2017

Mr. David Starrett
Street Supervisor
Village of Hampshire
234 S. State Street
Hampshire, IL 60140

Dear David:

The following is the sales proposal you requested:

1 Hustler Z diesel model 932699US
72" V4 deck
Flex forks
Freight, Prep and Delivery

Delivered price $13,335.00

Thank you for considering B&K Power and Hustler Turf for your mowing Needs. We not only want to earn your business but your trust and respect.

Please feel free to contact me with any questions or concerns.

Sincerely,

Barbara L. Christ

Construction ■ Farm ■ Lawn ■ Sales ■ Service
17009 Harmony Road, Marengo IL 60152 ■ 815-923-4547 ■ Fax 815-923-2043
Email: blc7@msn.com ■ www.bandkpower.com
Hi Dave,

Thanks for taking the time to speak with me this evening. I do have a price for you for one mower and I will work up the price for two.

One mower will be $12,996.58

Let me know how I do for you guys.

Sincerely,

Dan Easter
Ralph Helm inc.
36W710 Foothill Road
Elgin, IL 60123
847-695-1616
FAX 847-695-1617
AGENDA SUPPLEMENT

TO: President Magnussen and Village Board
FROM: Lori Lyons, Finance Director
FOR: June 1, 2017 Village Board Meeting
RE: 2017 Road and Bridge Funds Usage

Background. The FY18 Road and Bridge Fund included expenditures of $130,700 to improve the Village maintained portion of Widmayer Road from Big Timber to just north of the houses on the west side of the road, Romke Road, the alley between Seyller Park and Madison and a Panama Avenue patch in the proximity of 326-330 Panama. The quote specifications follow this document as do the quotes obtained from the contractors. You will note that the Champion quote includes additional areas other than the roads above, and we will discuss this at the board meeting.

Analysis. The Village quotes received are summarized below:

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Champion</th>
<th>Meyer</th>
<th>Schroeder</th>
</tr>
</thead>
<tbody>
<tr>
<td>Widmayer Road</td>
<td>$77,900.00</td>
<td>$94,720.00</td>
<td>$72,585.30</td>
</tr>
<tr>
<td>Romke Road</td>
<td>$29,500.00</td>
<td>$33,935.00</td>
<td>$26,550.00</td>
</tr>
<tr>
<td>Alley (Seyller Park/Madison)</td>
<td>$13,500.00</td>
<td>$16,561.00</td>
<td>$12,914.00</td>
</tr>
<tr>
<td>Panama Ave</td>
<td>$9,800.00</td>
<td>$12,486.00</td>
<td>$10,051.00</td>
</tr>
<tr>
<td>Price Subtotal</td>
<td>$130,700.00</td>
<td>$157,702.00</td>
<td>$122,100.30</td>
</tr>
</tbody>
</table>

Staff is comfortable with the work of all the contractors providing quotes for the above projects.

Recommendation. Staff requests the board to waive formal bidding requirements for the projects listed above and authorize staff to accept the quote from Schroeder Asphalt Services, Inc. in the amount of $122,100.00 to be paid for out of the Road and Bridge Fund.
Road Improvements 2017

Widmayer Rd: Grind butt joints at both ends of jurisdiction and 2 driveways. Clean and tack....1" leveling course compact and install 2" asphalt overlay.
Approximately 5,866 SY

Romke Rd: Grind butt joints at both ends of jurisdiction. Clean and tack.....1/2" leveling course compact and install 2" asphalt overlay.
Approximately 2,560 SY

Alley between Seyller Park and Madison: Saw cut and remove old asphalt. Excavate one area where base seems to be week 60'x10'. Construct new stone base and compact. Install 3 1/4" asphalt binder and 1 1/2" asphalt surface.
Approximately 340 SY

326 Panama Ave patch: Saw cut and remove old asphalt Regrade gravel base and compact. Install 2 3/4" asphalt binder and 1 1/2" asphalt surface.
Approximately 380 SY

Tuscany Woods bike path on Jake Ln: Saw cut and remove old asphalt. Excavate existing stone base 6" deep. Construct new 6" base compact and install 2 1/2" asphalt surface.
Approximately 270 L.F.
RE: Various Road Improvements

Submitted: Wednesday, March 29, 2017

We propose to furnish all necessary labor, material, tools, equipment, and supervision to complete the following:

**Widmayer Road**- Grind butt joints at ends of improvements and two driveways. Clean and tack. Install 1” asphalt leveling course and compact. Install 2” asphalt overlay. Road measures approximately 5,866 square yards. All stone shoulder and striping by others.

$77,900.00

**Romke Road**- Grind butt joint at each end of improvements. Clean and tack. Install 1/2” asphalt leveling course and compact. Install 2” asphalt overlay. Road measures approximately 2,560 square yards.

$29,500.00

**Old Mill**- Grind 1 1/2” at curbs 4’ out. Grind butt joints at ends of improvements. Clean, tack and level with 1/2” asphalt leveling course and compact. Install 2” asphalt overlay. Road measures approximately 3,233 square yards and runs from Warner to Julie.

$42,300.00

**Jake Lane 300 Block**- Remove old asphalt completely. Regrade existing gravel base and compact. Install 2 1/2” asphalt binder and 1 1/2” asphalt surface. Road measures approximately 3,140 square yards.

$72,900.00

**Alley between Seyller Park and Madison**- Sawcut and remove old asphalt. Excavate one area where base seems to be weak. Construct new stone base and compact. Install 3 1/2” asphalt binder and 1 1/2” asphalt surface. Alley measures approximately 340 square yards.

$13,500.00

(Continued on next page.)
RE: Village of Hampshire: Various Road Improvements (page 2)

326 Panama- Sawcut and remove old asphalt. Regrade gravel base and compact. Install 2 1/2" asphalt binder and 1 1/2" asphalt surface. Area measures approximately 380 square yards. $9,800.00

Note: I discovered a couple other areas that could use attention.

Centennial and Smith- Sawcut and remove old asphalt completely. Regrade gravel base and compact. Install 2 1/2" asphalt binder and 1 1/2" asphalt surface. Area measures approximately 587 square yards. $14,000.00

Madison and Washington- Sawcut and remove old asphalt. Regrade stone and compact. Install 2 1/2" asphalt binder and 1 1/2" asphalt surface. Area measures approximately 170 square yards. $5,100.00

Additional note: It looks like Jefferson needs work East of Park street where we stopped last year.

Property owner responsible for all permits.

All of the above work to be completed in a workmanlike manner.

Note: Due to rising asphalt costs and volatile material prices, the above price is quoted until 6-1-2017.

Terms: 100% of labor material and equipment as work progressed, due upon completion of work specified in this contract.

Any changes from the above written amount of work to be performed involving extra cost of material or labor subjects the above contract to an additional charge unless said changes are accepted in writing. This proposal null and void if not accepted within 90 days of date submitted. We carry Workmen’s Compensation insurance and Public Liability insurance. Champion Paving Corp. shall be entitled to the recovery of all reasonable attorney’s fees and costs incurred in connection with any dispute hereunder or in connection with any action involving the recovery of amounts due hereunder.

Respectfully submitted,

CHAMPION PAVING CORPORATION

By Robert Waterworth, President

ACCEPTANCE

You are hereby authorized to furnish all material and labor required to complete the work mentioned in the above proposal, for which the undersigned agrees to pay amount mentioned in said proposal, and according to term thereof. It is hereby agreed that a facsimile copy of this quotation signed by both parties constitutes a legal and binding agreement.

Date _______________ 2017

Printed ____________________________________________
Widmayer rd: Grind butt joints at both ends of jurisdiction and 2 driveways. Clean and tack...1" leveling course compact and install 2" asphalt overlay.

Approximately 5,866 SY

$94,720.00

Romke rd: Grind butt joints at both ends of jurisdiction. Clean and tack...1/2" leveling course compact and install 2" asphalt overlay.

Approximately 2,560 SY

$33,935.00

Alley between Seyller Park and Madison: Saw cut and remove old asphalt. Excavate one area where base seems to be weak. Construct new stone base and compact. Install 3 1/2" asphalt binder and 1 1/2" asphalt surface.

Approximately 340 SY

$16,561.00

326 Panama ave patch: Saw cut and remove old asphalt. Regrade gravel base and compact. Install 2 1/2" asphalt binder and 1 1/2" asphalt surface.

Approximately 380 SY

$12,486.00

Tuscany Woods bike path on Jake In: Saw cut and remove old asphalt. Excavate existing stone base 6" deep. Construct new 6" base compact and install 2 1/2" asphalt surface

Approximately 270 L.F.

$12,455.00

All of these prices above are based on the stated quantity and specification you supplied to us. Thank you for giving us this opportunity.

Jodi

Meyer Paving, Inc.
815-899-5550
815-899-5562 fax
CITY OF HMAPSHIRE, IL  
ATTN: DAVE S.

**ROMKE RD**

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**WINDMAYER RD**

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VILLAGE OF HAMPShIRE

Accounts Payable

June 1, 2017

The President and Board of Trustees of the Village of Hampshire
Recommends the following Warrant in the amount of

Total: 87,167.20
To be paid on or before
June 6, 2017

Village President: __________________________

Attest: __________________________

Village Clerk: __________________________

Date: __________________________
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**Total: 27,378.66**
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INVOICE TOTAL: 93.20
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INVOICE TOTAL: 29.52
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- **UVDO UV DOCTOR LAMPS LLC**
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  - DATE: 05/09/17
  - ITEM: MAINTENANCE SUPPLIES
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  - AMOUNT: 3,190.00

- **VAIN VAFCON INCORPORATED**
  - INVOICE #1171534
  - DATE: 05/23/17
  - ITEM: MAINT. EQUIP
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- **VWPD VERIZON WIRELESS**
  - INVOICE #9785853393
  - DATE: 05/22/17
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- **VWVH VERIZON WIRELESS**
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  - DATE: 05/26/17
  - ITEM: COMMUNICATION SERVICES
  - DUE DATE: 06/01/17
  - AMOUNT: 171.73
VILLAGER BOARD REPORT

INVOICES DUE ON/BEFORE 06/01/2017

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