Village of Hampshire
Village Board Meeting
Thursday July 6, 2017 – 7:00 PM
Hampshire Village Hall – 234 S. State Street

AGENDA

1. Call to Order

2. Establish Quorum (Physical and Electronic)

3. Pledge of Allegiance

4. Citizen Comments

5. Approval of Minutes – June 15, 2017

6. Village President’s Report
   a) Electric aggregation renewal bid
   b) A Resolution for approval of a certain agreement with the Owners of Robert Wierec’s Subdivision for Dedication of a New Easement and Release of Two Existing Easements related to said Subdivision and Other Matters.
   c) Ordinance- Amending the regulations governing the size, weight and load of vehicles in the Village.
   d) Resolution; appointment of an authorized agent with respect to the I.M.R.F.
   e) Request for authorization to finance Police Squads.

7. Village Board Committee Reports
   a) Finance
      1. Accounts Payable
   b) Planning/Zoning
   c) Public Safety
      1. Approval of Schedule & On-Site Remote Broadcast (Q98.5) -$1,573 for Coon Creek Country Days 2017
      2. Outdoor warning siren system: 2 quotes: Braniff Communications $2,240.00, Radicom Business Comm. $2,395.00
   d) Public Works
   e) Village Services
   f) Fields & Trails
   g) Business Development Commission
   h) Economic Development

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 7:02 p.m. in the Village of Hampshire Village Board Room, 234 S. State Street, on Thursday June 15, 2017.

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

Absent: Ryan Krajecki, Mike Reid

Staff & Consultants present: Village Finance Director Lori Lyons, Village Engineer Julie Morrison, and Village Attorney Mark Schuster.

A quorum was established.

The Pledge of Allegiance was recited.

Trustee Robinson moved, to approve the amended minutes of June 1, 2017.

Seconded by Trustee Kraus
Motion carried by voice vote
Ayes: All
Nays: None
Absent: Krajecki, Reid

VILLAGE PRESIDENT REPORT
Presentation T. Small (Tuscany Woods) / T. Burney (PHI) – Presentation regarding Tuscany Woods, Unit 2, changes to preliminary plan
Presentation of a new concept plan with commercial, they are looking to place smaller lots for single family lots 16’ total side yards, 7.5’ min. side yard, increase from 263 to 360 lots). The duplex lots total side yards 13’, 5’ min. side yard, increase from 18 to 30 lots. Plus 4.20 acres of commercial on the south side of Rt. 72. There will be no SSA in Unit 2. The pipeline coming through will not interrupt any homes.
The board agreed to move forward with this concept.

Approval – Coon Creek Raffle License
Trustee Kraus moved, to approve a raffle license to Coon Creek Country Days which will start August 3 through August 6.

Seconded by Trustee Klein
Motion carried by roll call vote
Ayes: Klein, Koth, Kraus, Robinson
Nays: None
Absent: Krajecki, Reid
A Resolution for approval of a certain agreement with the Owners of Robert Wierec’s Subdivision for Dedication of a New Easement and Release of Two Existing Easements related to said Subdivision and Other Matters.

Trustee Koth moved to table approval of a certain agreement with the owners of Robert Wierec’s Subdivision for Dedication of a New Easement and Release of Two Existing Easements related to said Subdivision and Other Matters.

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

Resolution authorizing the approval and execution of an contract with the Schroeder Paving Services Inc. for the 2017 Road Work Project in the Village.

Trustee Robinson moved, to approve Resolution 17-09; authorizing the approval and execution of an contract with the Schroeder Paving Services Inc. for the 2017 Road Work Project in the Village, with a few minor changes with the asphalt inches.

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

Ordinance: Ascertain the Prevailing rate of wages for laborers, mechanics, and other workers employed on Public Works for the Village of Hampshire.

Trustee Kraus moved, to approve Ordinance 17-20; Ascertain the Prevailing rate of wages for laborers, mechanics, and other workers employed on Public Works for the Village of Hampshire.

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

Approval - Professional Engineering Services for Brier Hill Road Local Agency Functional Overlay

Kane Kendall Council of Mayors will fund 75% - $500,000 leaving us with 25% - $130,000 to pay, project is scheduled to start next year. Trustee Klein moved to approve the Professional Engineering Services for Brier Hill Road Local Agency Functional Overlay.

Seconded by Trustee Koth
Motion carried by roll call vote
Ayes: Klein, Koth, Kraus, Robinson
Nays: None
Absent: Krajecki, Reid
Approval: Well #9 Rehabilitation Pay request No. 5 in the amount of $22,404.60 & Well #9 Rehabilitation Pay request No. 6 and final in the amount $10,851.30.
Trustee Robinson moved, to approve Well #9 Rehabilitation Pay request No. 5 in the amount of $22,404.60 & Well #9 Rehabilitation Pay request No. 6 and final in the amount $10,851.30.

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

Approval of Kane County Animal Control Contract
Trustee Kraus moved, to authorize to send notification that the Village will renew the contract when it expires to Kane County Animal Control.

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

Utility Billing Policy
Trustee Kraus moved to approve Utility Billing and Payment Plan policy and procedures as presented.

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

Approval Professional Engineering Services for Elm Street Elevated Water Storage Tank Rehabilitation
The exterior is the base bid, then comes the alternative 1, 2, & 3. The Village may keep the cost down by having Village Engineers cut their time down observing them. Village Engineer Julie Morrison will look into this. Trustee Klein moved to approve $16,500.00 for design engineering plus contingent upon reviewing the observation cost for construction engineering

VILLAGE BOARD COMMITTEE REPORTS

a. Economic Development
No report

b. Finance
Trustee Klein presented the accounts payable warrants to be paid on June 20, 2017, in the total amount of $551,855.84 and made the motion to approve payment of the accounts payable warrants.
c. Planning/Zoning
Trustee Robinson updated the board he is working with Village Attorney Schuster on updating the property maintenance codes.

d. Public Safety
No report

e. Public Works
Trustee Koth reported a Public Works committee met on 6-6-17 and discussed connecting the city water to the truck stop and by pass Well #7, repainting the water tower plus purchasing a pole barn to store street department equipment. Street Department will be posting the no parking on White Oak to Stoneshire. Plus on Julie sidewalk needs to be repaired, over by Highland a driveway needs to be repaired, the Village dug up for a b-box and was never repaired.

f. Village Services
Trustee Kraus will be having a Village Service committee meeting June 27 at 6 p.m. Topic of discussion is cell tower.

g. Field & Trails
No report

h. Business Development
No report

Announcements
Trustee Robinson informed the board he received a letter from a business owner who would like to have a meeting with the planning commission. Village President Magnussen reported the liquor commission met before the Village board meeting today and issued two day liquor license to Coon Creek Country Days. Crown Community development had no issue about the festival being held there. Kane County is aware of the route change.

Adjournment
Trustee Kraus moved to adjourn the Village Board meeting at 8:26 p.m.

Seconded by Trustee Robinson
Motion carried by voice vote
Ayes: All
Nays: None
Absent: Krajecki, Reid
Linda Vasquez
Village Clerk
ISSUE STATEMENT
Consideration of a resolution authorizing the Village to renew the residential electric aggregation program and engage NIMEC to act as energy consultant, and approve electric bids. NIMEC will present bids at the July 6, 2017 Board Meeting. Our current agreement with Constellation (7.41¢) expires this September. Since inception, the aggregation program has saved the average homeowner $219, which aggregates to total savings throughout the program of $250,000.

BACKGROUND/HISTORY
In 2012, Hampshire residents approved a referendum authorizing the Village to operate an opt-out electric aggregation program for resident and small business ratepayers. Municipal Aggregation is a program by which the municipality can aggregate the load of its residents (who have not individually selected their own supplier) and negotiate for lower pricing and more protective terms for the ratepayer.

Some key features of the Municipal Aggregation program:
- All residents are informed (via postal mail, paid for by Supplier) of new rate and terms prior to the rate change.
- Any resident can opt out (at any time), and will never incur a termination fee.
- Unlike many individual offerings, there are no additional monthly fees, nor a variable floating rate.
- It offers price certainty versus the ComEd default rate (set by a State Agency), which adjusts monthly.

When the program was last renewed, 80% of the residents and eligible small commercial accounts participated in our program. Some residents have expressed their appreciation for the program, knowing that the municipality is reviewing rates. There are a number of residents who find the purchase of electricity confusing, and are pleased that the Municipality manages a program on their behalf.

- The residential ComEd rate currently is 7.122¢.

NIMEC is conducting a bid on July 6 and will bring the results to the Village that evening. Electric pricing is a commodity, so pricing is only good for 24 hours. NIMEC will provide pricing that evening for different term options, from 12 months to 36 months. Renewals take about 70-80 days to implement, once a bid process determines a new supplier.

NIMEC has served as our consultant for our previous bids and it is helpful for staff to have a consultant who is familiar with energy prices and markets trends. This knowledge helps both in timing and strategy for the bids. NIMEC not compensated by the Village; instead NIMEC acts a
broker and is compensated by the winning supplier.

**STAFF/COMMITTEE RECOMMENDATION**
To be determined based on bid results.

**DECISION MODE**
This item is scheduled for consideration at the July 6, 2017 Village Council meeting.
ORDINANCE NO. ______

ORDINANCE AUTHORIZING RENEWAL OF
AGGREGATION PROGRAM FOR ELECTRICAL LOAD

WHEREAS, Under Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-1, et seq., (the "Act") a municipality may operate an electric aggregation program as an opt-out program for residential and small commercial retail customers, if a referendum is passed by a majority vote of the residents pursuant to the requirements under the Act; and

WHEREAS, the Village of Hampshire, Illinois ("Village") submitted the question to referendum in the March 20, 2012 election and a majority of the electors voting on the question voted in the affirmative; and

WHEREAS, the Village subsequently implemented its initial opt-out aggregation program in 2012 with the term of the supplier agreement to end based on scheduled final meter read dates in July 2014; and renewed the program with the term of the supplier agreement to end based on scheduled final meter read dates in July 2015; and renewed the program with the supplier agreement to end based on scheduled final meter read dates in September 2017; and

WHEREAS over 1,400 residences and small businesses were originally enrolled in the program; and

WHEREAS, the Corporate Authorities hereby find that it is in the best interest of the Village to continue to operate the aggregation program under the Act as an opt-out program and to enter into an additional contract with a supplier pursuant to the terms of the Act. However, the final decision will be based upon market pricing and the Village retains the option of suspending the program and returning all participants back to Commonwealth Edison.

NOW THEREFORE, BE IT ORDAINED by the Village Board of the Village of Hampshire, ________ County, Illinois, As Follows:

SECTION 1: That the Preamble of this Ordinance is declared to be true and correct and is incorporated by reference herein.

SECTION 2:

A. Pursuant to Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-1, et seq., (the "Act") the Corporate Authorities of the Village are hereby authorized to aggregate, in accordance with the terms of the Act, residential and small commercial retail electrical loads located within the
corporate limits of the Village, and for that purpose may solicit bids and enter into service agreements to facilitate for those loads the sale and purchase of electricity and related services and equipment.

B. The Aggregation Program for the Village shall continue to operate as an opt-out program for residential and small commercial retail customers.

C. As an opt-out program, the Corporate Authorities of the Village shall fully inform residential and small commercial retail customers in advance that they have the right to opt-out of the Aggregation Program before the resident or commercial account is renewed. The disclosure and information provided to the customers shall comply with the requirements of the Act.

D. The Corporate Authorities hereby grant the ____, or his/her designee the specific authority to execute a contract without further action by the Corporate Authorities and with the authority to bind the Village.

E. The Village will again engage NIMEC, who managed the initial aggregation. NIMEC will solicit bids from multiple suppliers and consult with the Village in our decision to select the supplier that best meets our needs. NIMEC will also assist with the conversion process, and provide assistance to residents with questions.

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

PASSED THIS ________ DAY OF _________________________, 2017.

AYES: __________________________________________________________________________

NAYS: __________________________________________________________________________

ABSENT: __________________________________________________________________________

__________________________________________
Village Clerk

APPROVED THIS _______ DAY OF _________________________, 2017.
Mayor

ATTEST:

Village Clerk
No. 17 -

A RESOLUTION
APPROVING A CERTAIN AGREEMENT WITH THE OWNERS OF
ROBERT WIERC'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 WiercDeclaration of Trust dated January 4, 1992 and Mary WiercDeclaration 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 Wierc Declaration of Trust dated, January 4, 1992 and Mary Wierc 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 Wierc 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 he 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 Wieriec 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  )
COUNTY OF KANE     ) SS.

The undersigned, a Notary Public, does hereby certify that Robert Wierc, 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 Wierc Declaration of Trust, for purposes therein set forth.

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

Notary Public

My commission expires:

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STATE OF ILLINOIS  )
COUNTY OF KANE     ) SS.

The undersigned, a Notary Public, does hereby certify that Mary Wierc, 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 Wierc 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

COUNTY OF KANE

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 Wierc Subdivision, Unit 1
B. Plat of Subdivision / Robert Wierc Subdivision, Unit 2
C. Plat of Subdivision / Robert Wierc Subdivision, Unit 3
D. Plat of Subdivision / Robert Wierc 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
UNIT NO. 1
OF ROBERT WIEREC'S SUBDIVISION
OF 'ART OF THE SOUTH HALF OF NORTHEAST QUARTER OF NORTH-EAST QUARTER OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 6 EAST
OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF HAMPSHIRE,
KANE COUNTY, ILLINOIS.
Robert Wierc's Subdivision
Unit No. 2

W. Edgewood Ave.

THIS ORDINANCE REGARDING ROBERT WIERC'S SUBDIVISION
UNIT NO. 2, BEING A SUBDIVISION OF THE SOUTH HALF OF THE
NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29,
TOWNSHIP 42 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS,

STATE OF ILLINOIS
COUNTY OF KANE

AN ORDINANCE REGARDING ROBERT WIERC'S SUBDIVISION
UNIT NO. 2

BEFORE THIS HONORABLE BOARD OF ZONING COMMISSIONERS
OF THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS

Passed and Approved this 14th day of February, 1956.

By the Board of Commissioners of the Village of Hampshire, Illinois, this 14th day of February, 1956.

SIGNED AND FILED BY THE CLERK OF THE VILLAGE OF HAMPSHIRE, ILLINOIS

[Handwritten signature]

SIGNED AND FILED BY THE CLERK OF THE VILLAGE OF HAMPSHIRE, ILLINOIS

[Handwritten signature]

[Handwritten signature]
EXHIBIT "E"

VILLAGE UTILITY EASEMENT GRANTED OVER LOT 14 IN WAYNE MAUSHAK SUBDIVISION

VILLAGE UTILITY EASEMENT GRANTED OVER LOT 3 IN ROBERT WERIC'S SUBDIVISION UNIT 3

EXISTING 10' SANITARY SEWER EASEMENT PER DOC 783486 HEREBY VACATED

Engineering Enterprises, Inc.
CIVIL ENGINEERS & LAND SURVEYS
52 Wheeler Road
Sugar Grove, Illinois 60554
630.466.6700 / www.eeweb.com

SCALE
FEET

0
20
40
EXHIBIT F

Release of 20' Access Easement

To come...
EXHIBIT G

Release of School Board of Trustees Sewer Easement

To come...
AN ORDINANCE
AMENDING THE REGULATIONS GOVERNING THE SIZE, WEIGHT AND LOAD OF VEHICLES IN THE VILLAGE

WHEREAS, Section 11-1-1 of the Illinois Municipal Code grants to municipalities the authority to enact and enforce all necessary police ordinances; and

WHEREAS, Section 11-80-2 of the Illinois Municipal Code grants to municipalities the authority to regulate the use of streets within the municipality’s boundaries; and

WHEREAS, Section 15 of the Illinois Vehicle Code grants municipalities the authority to regulate the size, weight, and load of vehicles in the Village; and

WHEREAS, the Corporate Authorities at this time deem it necessary and advisable to amend and modify the Village’s motor vehicle regulations to regulate the permitting of oversize and overweight truck trips into and through the Village, to better insure the health, safety and welfare of the residents of the Village and to better protect the structure and viability of the Village’s highways, roads and streets.

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

Section 1. The Hampshire Municipal Code, as previously amended, shall be and is hereby further amended to amend and modify the provisions governing the size, weight and load of vehicles in the Village, Chapter 2: Traffic Regulations, Article XXII: Size, Weight and Load of Vehicles, in words and figures, as follows:

CHAPTER 2 TRAFFIC REGULATIONS

ARTICLE XXII SIZE, WEIGHT AND LOAD RESTRICTIONS

See attached Text of Article XXII: Size, Weight and Load Restrictions.

Section 2. Any and all ordinances, resolutions, and orders, or parts thereof, which are in conflict with the provisions of this Ordinance, to the extent of any such conflict, are hereby superseded and waived.

Section 3. If any section, subdivision, sentence or phrase of this Ordinance is for any reason held to be void, invalid, or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance.
Section 4. This Ordinance shall be in full force and effect from and after its passage and approval, and publication in pamphlet form, as provided by law.

ADOPTED THIS _____ DAY OF ______________________, 2017.

AYES: __________________________

NAYS: __________________________

ABSENT: _________________________

ABSTAIN: _________________________

APPROVED THIS _____ DAY OF ______________________, 2017.

______________________________
Jeffrey R. Magnussen
Village President

ATTEST:

______________________________
Linda Vasquez
Village Clerk
CERTIFICATE

The undersigned hereby certifies:

1. I am the Village Clerk for the Village of Hampshire, Kane County, Illinois.

2. On ________________, 2017, the Corporate Authorities of the Village enacted this Ordinance No. 17 - ____, which provided by its terms that it shall be published in pamphlet form.

3. The pamphlet form of this Ordinance was duly prepared by me, and a copy of said Ordinance was thereafter posted in the Village Hall at 234 South State Street, Hampshire, Illinois, commencing on ________________, 2017 and continuing thereafter for at least the next following ten (10) days.

4. A copy of this Ordinance was also available for public inspection, after the date of its enactment, and upon request, at the Office of the Village Clerk.

____________________________________________________________________________
DATE

____________________________________________________________________________
Linda Vasquez
Village Clerk
CHAPTER 2  POLICE REGULATIONS
ARTICLE XXII  TRUCK PERMITS
SECTION 2-22-1

2-22-1 Definitions. For purposes of this article, the following definitions shall apply:

A. Single Trip Permit: A single trip permit is a permit which allows for one move, from a point of origin to a point of destination.

B. Round Trip Permit: A round trip permit is a permit which allows for two trips, over one route, to convey one or more loads of substantially similar weight and dimension.

C. Quarterly Permit: A quarterly permit is a permit which allows for unlimited moves by a specified vehicle for a period of time not to exceed ninety (90) days from the date of issuance.

D. Annual Permit: An annual permit is a permit which allows for unlimited moves by a specified vehicle for a period of time not to exceed three hundred sixty five (365) from date of issuance.

E. Non-Divisible Load: A load is deemed to be non-divisible when the load to be moved by the applicant vehicle cannot in the judgment of the Chief of Police reasonably be dismantled or disassembled into smaller pieces or portions, so as to be carried, when divided, within the maximum size or weight regulations specified in 625 ILCS 5/15-301(a) of the Illinois Vehicle Code.

F. Chief of Police: The Chief of Police of the Village of Hampshire Police Department, or his designee.

G. Vehicle: Any truck, truck-tractor power unit, combination vehicle, or piece of special mobile equipment to be utilized to carry a load within the Village.

H. Village: The Village of Hampshire.

2-22-2 Permits

A. A permit shall be required for the movement of any vehicle, or combination of vehicles, which is non-divisible, or is carrying a load which is non-divisible, while operating on highways and bridges within the jurisdiction of the Village while exceeding the maximum dimension and weight limits contained within 625 ILCS 5/15-102 (width), 15-103 (height), 15-107 (length), and 15-111 (weight) of the Illinois Vehicle Code.

B. The following are exempt from the requirement of obtaining a permit:
1. Fire District apparatus.

2. Vehicles operating under a declaration of emergency by an authorized governmental official.


4. Village or Township apparatus or equipment used for snow and ice removal

C. Permits shall be issued only in the name of a person, firm, business, or corporation which owns and operates the transporting vehicle or which operates said vehicle under a bona fide lease agreement.

D. Issued permits are valid only during the period one half hour before sunrise until one half hour after sunset, and shall be considered invalid on the following days; New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

E. Permits are non-transferable and apply only to the applicant owner/operator, vehicle, and load to which the permit was issued.

F. The permit, when issued, shall constitute an agreement between the permittee and the Village that the vehicle movement(s) described in the application will take place without modification.

G. The permittee has the responsibility to report to the Chief of Police any inaccuracies or error in the permit on the part of either the Village or the permittee before starting any move, and undertaking the move described in the permit shall constitute prima facie evidence of the permittee’s acceptance of the permit as issued and the terms contained within.

H. The routing prescribed in the permit shall constitute the sole extent of the authority granted by the permit for the use of highways within the jurisdiction of the Village, and any vehicle and/or load found to be off the prescribed route will be considered to be operating without a permit. The original permit shall be in the driver's possession in paper form and presented upon request to any police officer or Village official for inspection.

I. Any vehicle or load found to be divisible shall render the permit void, and the vehicles with the load shall be and are subject to legal size and weight requirements. It is the duty of the applicant to confirm the non-divisibility of the load and vehicle before making application for the permit, and the permit application shall constitute prima facie evidence that the applicant confirmed that the vehicle and load were each non-divisible for all purposes under this Article

J. If required, arrangement shall be made by the applicant to notify the appropriate utility companies before undertaking the vehicle movement described in the
permit, such that all affected utilities have been property moved, any necessary bridge or highway analysis has been performed and completed in advance of any permitted vehicle movement.

K. Any person driving any vehicle, object, or contrivance upon any highway or highway structure within the jurisdiction of the Village may be held liable for any damage sustained, in accordance with 625 ILCS 5/15-318.

L. All movements under the permit shall be made in accordance with all applicable Federal, State and local laws, ordinances, rules and regulations. The provisions of this Article and/or conditions imposed on any permit shall not be more restrictive than those listed in OPER 993 form issued by the Illinois Department of Transportation, except in extreme cases as determined in the discretion of the Chief of Police.

M. The provisions and conditions of any permit issued by the Village shall be included in and/or accompany any permit issued.

N. The Chief of Police at his discretion and/or at the request of the applicant may revise any permit after issuance, subject to payment of the applicable fee.

O. Permits shall be considered void if altered in any way. Whenever any vehicle is operated or movement made under an altered permit, the person, firm, or corporation to whom such permit was granted, the driver of the vehicle and any other accessory to the alteration, shall be guilty of a violation of this Article and either one or all persons may be prosecuted for such violation. Provided, further, the Chief of Police shall not for a period of one year after the date of conviction issue a permit to any person, firm, or corporation who or which has been convicted of such violation.

P. The permits issued under this Article shall constitute a grant of a privilege by the Village and may be denied or suspended for such reasons as the Village may deem rationally related to its governmental interests including, but not limited to:

1. A permittee fraudulently provides incorrect information in an application for a permit.

2. A permittee, its agents, or employees operate on a permit which has been altered.

3. A permittee, its agents or employees do not comply with any Federal, State or local ordinances, rules or regulations pertaining to the transport of goods or operation of a vehicle engaged in the transport of goods.

4. A permittee, its agents or employees do not comply with the terms or provisions of any permit issued by the Village.
Q. Any Single Trip Permit shall be subject to the following restrictions:

1. Limited to vehicle movements on the route(s) described in such permit, only and any additional stops outside of the prescribed route are expressly prohibited.

2. Valid for five (5) consecutive days from and after the date of issuance, unless otherwise directed by the Chief of Police.

R. Any Round Trip Permit shall be subject to the following restrictions:

1. Valid for ten (10) consecutive days from and after the date of issuance.

2. Limited to no more than two trips over the same route.

3. Limited to conveyance of loads which are substantially similar in both weight and dimension.

S. Quarterly or annual permits shall be subject to the following:

1. The holder of any quarterly or annual overweight permit may not use any Village highway as a cut-thru to avoid using a State, County, or Township highway.

2. All quarterly or annual overweight permits are restricted to the following maximum limitations:

   a) Width 12' 0"
   b) Height 13' 6"
   c) Length 115' 0"

3. Quarterly and annual permits are subject to all standards for application set forth in this Article, except that the load may be interchanged provided none of the listed maximum weights and dimensions are exceeded.

4. Quarterly and annual permits shall list the state of registration and registration number and the vehicle identification number (VIN) for the vehicle to be utilized for the move(s).

T. Any vehicle, load, or individual operating under a permit issued by the Village or Chief of Police shall be subject to all requirements contained within Chapter 15 of the Illinois Vehicle Code, even if not specifically mentioned within this article or any permit issued by the Village.

U. The provisions of this Article may be modified when deemed necessary or advisable in the discretion of the Chief of Police to achieve the purposes of this Article.
2-22-3 Applications for Permit

A. All applications for permits shall be given full consideration. Permits for proposed moves may be issued:

1. When the Village highways and/or bridges will not be unduly damaged; and

2. When the safety of the traveling public will be adequately protected.

B. Applications for a permit to move an oversized and/or overweight vehicle, and/or load, must be filed with the Chief of Police. The following information shall be included on the permit application in addition to any other information deemed necessary by the Chief of Police:

1. Applicant's name.

2. Applicant's address.

3. Contact information (name, address if different, telephone number and email address) for applicant or its representative for the proposed move.

4. Make and model of the hauling vehicle or power unit.

5. Description of load to be moved.

6. Maximum weight and dimension of the vehicle(s) to be used for the trip, including load.

7. Route of travel on any highways under the jurisdiction of the Village.

2-22-4 Escorts

A. Civilian or police escorts shall be required at the discretion of the Chief of Police. The total number of persons necessary to provide an adequate escort for a safe move shall be determined by the Chief of Police.

B. Fees for a police escort shall be in addition to the permit fees set forth herein and included in the billing, invoicing, and collection of permit fees.

C. When a police escort is required as a condition of the permit, a fee or fees shall be charged to the applicant, subject to the following:

1. $60.00 per hour per Police Department vehicle based upon the actual time of the movement, with a minimum fee of $300 per Police Department vehicle.

2. The actual time of the movement shall be the time the police escort is
required to pick up the movement to the time the movement though Village jurisdiction is completed.

3. Any fraction of an hour shall be rounded up to the next whole hour.

4. Any delays or breakdowns shall be considered part of the movement time and included in the calculation of the fee due.

2-22-5 Suspension and Reinstatement

A. The Chief of Police shall administer and enforce this Article and shall have the authority to grant, deny, suspend or reinstate permits. Any applicant or permittee denied a permit or who has had a permit suspended, upon request, shall be afforded a hearing before the Chief of Police for reconsideration of such decision.

B. A permit may be suspended by the Chief of Police for the time determined appropriate by the Chief of Police; and such permit may be reinstated upon conditions determined by the Chief of Police, including but not limited to payment of all outstanding fines, judgments, or settlement amounts.

C. No permits shall be issued to an applicant or company who has outstanding any fee, fine, judgment or other payment due to the Village.

2-22-6 Fees for Special Permits.

A. The Chief of Police with respect to highways under Village jurisdiction shall collect a fee from the applicant for the issuance of a permit to operate or move a vehicle or combination of vehicles or load. The charge for each permit shall consist of the following:

1. A service charge for special handling of a permit,

2. A fee for any dimension, axle weight, or gross weight in excess of the maximum size or weight specified in this Article, and

3. Any fee for special investigations undertaken pursuant to Section 2-22-2(i) and

4. Any fee charged for police escort pursuant to Section 2-22-4(b).

B. Fees may be established from time to time considering the following:

1. With respect to overweight fees, the charge shall be sufficient to compensate the Village in part for the cost of the extra wear and tear on the mileage of highways over which the load is to be moved.

2. With respect to over-dimension permits, the fee shall be sufficient to
compensate the Village in part for the special privilege of transporting an oversize vehicle or vehicle combination and load within the Village.

C. Fees for legal weight over-dimension loads and vehicles:

1). Single Trip Permit: $ 20.00
2). Round Trip Permit: $ 40.00
3). Quarterly Permit: $150.00
4). Annual Permit: $600.00

D. Fees for overweight gross loads and vehicles 80,000 lbs - 100,000 lbs:

1). Single Trip Permit: $ 30.00
2). Round Trip Permit: $ 60.00
3). Quarterly Permit: $ 250.00
4). Annual Permit: $1,000.00

E. Fees for overweight gross loads and vehicles 100,001 lbs - 120,000 lbs:

1). Single Trip Permit: $ 100.00
2). Round Trip Permit: $ 200.00
3). Quarterly Permit: N/A
4). Annual Permit: N/A

F. The fee for revisions to any permit after issuance shall be $20.00, or 50% of the original permit fee if the original permit fee was $30.00 or less.

G. The fees prescribed in this Section shall be in addition to any other fee or fees assessed at the discretion of the Chief of Police.


A. Any person found to be in violation of the provisions of Section 2-22-2(P) shall pay a fine equal to $750.

B. Any person found to be in violation of the provisions of any other provision of this Article shall be fined an amount not less than $250, and not more than $750.
AGENDA SUPPLEMENT

TO: President Magnussen and Village Board
FROM: Lori Lyons, Finance Director
FOR: July 6, 2017 Village Board Meeting
RE: Appointment of an Authorized Agent with Respect to the IMRF

**Background.** Illinois Municipal Retirement Fund was created in 1939 by the Illinois General Assembly and began operating in 1941 with 5 original employers and $5,000 in assets. Today IMRF serves almost 3,000 employers and has approximately $33 billion in assets. Since 1941, IMRF has provided employees of local governments and school districts in Illinois (with the exception of the City of Chicago and Cook County) with a system for the payment of retirement, disability, and death benefits. The Village has participated in IMRF since January 1, 1990. Non-police pension fund employees expected to work in excess of 1,000 hours per year are enrolled and required to contribute 4.5% of their pay into the fund. The Village also contributes a percentage of each active employee’s pay based on actuarial studies current and retired census.

**Analysis.** It is necessary for the Village to appoint an authorized agent with respect to IMRF. The purpose of the authorized agent is to file nominating petitions for executive trustee of IMRF, to cast a ballot for election of trustee and more importantly to file payroll reports, member forms, file benefit applications and make the required payments.

**Recommendation.** It is recommended that the Village board adopt the resolution that follows this document appointing Lori Lyons as authorized agent with respect to IMRF.
A RESOLUTION APPOINTING AN AUTHORIZED AGENT WITH
RESPECT TO THE ILLINOIS MUNICIPAL RETIREMENT FUND

WHEREAS, the Village of Hampshire participates in the Illinois Municipal Retirement Fund
(“IMRF”) pursuant to the Illinois Pension Code § 7-132 (40 ILCS 5/7-132); and,
WHEREAS, the Illinois Pension Code requires that each municipality participating in the IMRF
appoint an Authorized Agentvested with the powers and duties set forth in Illinois Pension Code § 7-
135 (40 ILCS 5/7-135); and,
WHEREAS, the corporate authorities of the Village of Hampshire wish to appoint
________________ as the Village’s Authorized Agent with respect to the IMRF.

NOW, THEREFORE, BE IT RESOLVED by the Village President and the Board of Trustees of the
Village of Hampshire, Kane County, Illinois, as follows:

SECTION ONE: The corporate authorities of the Village of Hampshire hereby appoint
________________ as the Village’s Authorized Agent with all of the powers and duties set forth in
Illinois Pension Code § 7-135, including but not limited to the authority to file petitions for nominations
of an executive trustee of the IMRF and the authority to cast a ballot for election of an executive trustee
of the IMRF.

SECTION TWO: SEVERABILITY. If any section, paragraph or provision of this Resolution shall be
held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section,
paragraph or provision shall not affect any of the remaining provisions of this Resolution.

SECTION THREE: REPEAL OF PRIOR RESOLUTIONS. All prior Resolutions and Ordinances in
conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or
inconsistency.

SECTION FOUR: EFFECTIVE DATE. This Resolution shall be in effect immediately from and after
its passage and approval.

ADOPTED THIS 6TH day of July 2017, pursuant to roll call vote as follows:

AYES: __________________________________________

NAYES: __________________________________________

ABSENT: __________________________________________

ABSTAIN: __________________________________________

APPROVED and ADOPTED by the Village President and Board of Trustees of the Village of Hampshire this
6th day of July 2016.

__________________________
Jeffrey R. Magnussen
Village President

ATTEST:

__________________________
Linda Vasquez
Village Clerk
NOTICE OF APPOINTMENT OF AUTHORIZED AGENT
IMRF Form 2.20 (Rev. 10/2014)

INSTRUCTIONS

- The governing body of an IMRF employer (including townships) can appoint any qualified party as the employer's IMRF Authorized Agent.
- The governing body makes the appointment by adopting a resolution.
- The clerk or secretary of the governing body must certify the appointment (see Certification below).
- Mail the completed form to the Illinois Municipal Retirement Fund.
- A copy of the completed form should be retained by the employer.
- The new Authorized Agent will need to register for a new User ID on IMRF Employer Access.

<table>
<thead>
<tr>
<th>EMPLOYER NAME</th>
<th>EMPLOYER IMRF I.D. NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
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</table>

<table>
<thead>
<tr>
<th>AUTHORIZED AGENT'S SALUTATION</th>
<th>LAST NAME</th>
<th>FIRST NAME</th>
<th>MIDDLE INITIAL</th>
<th>JR., SR., II, ETC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dr.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mr.</td>
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<td>Mrs.</td>
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<td>Ms.</td>
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<tr>
<th>TYPE OF GOVERNING BODY</th>
<th>DATE APPOINTMENT MADE (MM/DD/YYYY)</th>
<th>EFFECTIVE DATE OF APPOINTMENT (MM/DD/YYYY)</th>
<th>POSITION TITLE</th>
</tr>
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</tbody>
</table>

Powers and duties delegated to Authorized Agent pursuant to Sec. 7-135 of Illinois Pension Code by governing body (P.A. 97-0328 removed the requirement that the Authorized Agent be a participant in IMRF to file a petition or cast a ballot):

- To file Petition for Nominations of an Executive Trustee of IMRF
  - Yes
  - No
- To cast a Ballot for Election of an Executive Trustee of IMRF
  - Yes
  - No

X

SIGNATURE OF AUTHORIZED AGENT NAMED ABOVE | DATE (MM/DD/YYYY)
<table>
<thead>
<tr>
<th></th>
<th></th>
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</table>

CERTIFICATION

I, ________________________________, do hereby certify that I am ________________________________, CLERK OR SECRETARY of the ________________________________, NAME OF EMPLOYER and the keeper of its books and records and the foregoing appointment and delegation were made by resolution duly adopted on the date indicated.

SEAL

SIGNATURE OF CLERK OR SECRETARY

BUSINESS ADDRESS

All correspondence and communications with the Authorized Agent are to be addressed as follows:

<table>
<thead>
<tr>
<th>NAME (IF DIFFERENT FROM ABOVE)</th>
<th>Ms.</th>
<th>Ms.</th>
</tr>
</thead>
</table>

BUSINESS ADDRESS

CITY STATE AND ZIP + 4

DAYTIME TELEPHONE NO. (with Area Code) | ALTERNATE TELEPHONE NUMBER (with Area Code)
|----------------------------------------|----------------------------------------|

FAX NO. (with Area Code) | EMAIL ADDRESS
<table>
<thead>
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</tbody>
</table>

IMRF

2211 York Road Suite 500 Oak Brook, IL 60523-2337
Employer Only Phone: 1-800-728-7971 Member Services Representatives 1-800-ASK-IMRF (1-800-275-4673) Fax (630) 706-4289
www.imrf.org
TO: President Magnussen and Village Board
FROM: Lori Lyons, Finance Director
FOR: July 16, 2015 Village Board Meeting
RE: Request for authorization to Finance Police Squads

Background. The Police Department 2017/2018 budget approved by the Village Board included the purchase of two Dodge Charger squad cars. The new acquisition will replace one car in the fleet and allow one car to be surplussed by the PD.

Analysis. The budget included a down payment and financing the remaining cost of the vehicles, equipment and installation for three years. See the matrix below show the financing available from institutions in the area or doing other recent financing of village equipment:

<table>
<thead>
<tr>
<th>Institution</th>
<th>Interest Rate</th>
<th>Documentation Fee</th>
<th>Estimated Payment</th>
<th>Cost to borrow</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fifth Third Bank</td>
<td>3.82%</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>** Monthly</td>
</tr>
<tr>
<td>First American Bank</td>
<td>Variable</td>
<td>$500</td>
<td>$1,010</td>
<td>$3,127</td>
<td>Monthly Payment</td>
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<tr>
<td>Heartland Bank</td>
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<td>$150</td>
<td>$1,029</td>
<td>$2,983</td>
<td>Monthly Payment</td>
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<tr>
<td>Resource Bank</td>
<td>0.00%</td>
<td>$0</td>
<td>$950</td>
<td>$0</td>
<td>Monthly Payment</td>
</tr>
<tr>
<td>German American State Bank</td>
<td>2.99%</td>
<td>$150</td>
<td>$12,088</td>
<td>$2,215</td>
<td>Annual Payment</td>
</tr>
</tbody>
</table>

** Request is too small for consideration.

Recommendation. Staff requests authorization to execute the documents necessary to borrow $34,200 from Resource Bank.
### On-Air & Online Schedule

<table>
<thead>
<tr>
<th>Daypart</th>
<th>Length</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
<th>Friday</th>
<th>Saturday</th>
</tr>
</thead>
<tbody>
<tr>
<td>5am-8pm</td>
<td>:30</td>
<td>4x</td>
<td>4x</td>
<td>4x</td>
<td>4x</td>
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<tr>
<td>5am-7pm</td>
<td>:15+</td>
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<td></td>
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<tr>
<td>Sat 2 hour remote broadcast</td>
<td>See attached sheet</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4 Live Commercials from Hampshire</td>
</tr>
</tbody>
</table>

Total On-Air Commercials – 16  
Total Online Commercials – 16  
Total On-Air Promotional Announcements – 12  
Total Online Promotional Announcements – 12  

Digital Pushdown Ad on Q985online.com website – Friday & Saturday  
Total Investment (Schedule & On-Site Remote Broadcast) – $1573
## 97 ZOK

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<th>Wednesday</th>
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<td>4 Live Commercials from Hampshire</td>
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Sat 2 hour remote broadcast
See attached sheet

**Total On-Air Commercials – 7**

**Total Online Commercials – 7**

**Total Investment (Schedule & On-Site Remote Broadcast) – $430**

Approved

by: ____________________________ Date: _______________
# OUTDOOR WARNING SIREN SYSTEM PREVENTATIVE MAINTENANCE SERVICE AGREEMENT

**Customer Name:** Village of Hampshire  
**Address:** 234 S. State Street, Hampstead, IL 60140  
**City:** Hamptons  
**State:** IL  
**Zip Code:** 60140  

**Bill To Address:**  
**City:**  
**State:** IL  
**Zip Code:**  

**Administrative Contact Name:** Brian Thompson  
**Phone:** 847-683-2181  
**Fax:**  

**Inspection Report Contact Name:** Chief Brian Thompson  
**Email:** Bthompson@hampshireil.org  

## Agreement Details
- **Agreement Date:** 6/1/2017  
- **Agreement Type:** Renewal  
- **Agreement Coverage Period:** 7/1/2017 - 6/30/2018  
- **Maintenance Inspection Interval:** Annual  
- **Service Type/ Coverage:** T&M  
- **Applicable Addendum:** Addendum B  

## QTY.  
**Model Description and Site Location**  

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<th>QTY.</th>
<th>Description</th>
<th>Site Location</th>
<th>PER UNIT</th>
<th>EXTENDED</th>
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<tbody>
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<td>3.00</td>
<td>American Signal T-128 Tempest Series, AC/DC Operated, Outdoor Warning Sirens Complete With All Related Pole Mounted Siren Motor/RF Controls and Electrical Distribution Equipment, Excluding Batteries, At The Following Site Locations:</td>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>
- 202 Washington Ave. - Fire Station  
- RT. 72 Well House/Lift Station  
- I-90 Interchange At RT. 20 Well House/Lift Station | $560.00 | $1,680.00 |
| 2.00 | Federal Signal 2001-130 Series, DC Operated/Solar Power Outdoor Warning Siren Complete With All Related Pole Mounted Siren Motor/RF Controls and Electrical Distribution Equipment, Excluding Batteries, At The Following Site Location: |  
- 1780 Cameron Dr. - Lakewood Crossing Lift Station  
- Tuscany Trail & Jake Ln Lift Station (New Siren Installed 3/16/17) | $560.00 | $560.00 |

**Total Amount of Maintenance Agreement:** $2,240.00

Please see reverse side of this document for terms and conditions of this maintenance agreement.

**Customer Agent/ Representative (Print Name):** Jeffrey M. Ryba, President  
**Signature:**  
**Date:** 6/1/2017
This quote is for maintenance service on the 5 sites in the Hampshire area. Any repairs or replacement of connectors, feedline, grounding equipment etc. will be invoiced separately for materials used.

All 5 sites will be visited and checked for performance and potential infrastructure issues. Radicom will need access and keys to all sites to perform preventative maintenance.

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<td>HR</td>
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Your Price: $2,395.00

Total: $2,395.00

Prices are firm until 8/26/2017

Terms: Upon Receipt

Prepared by: Timothy Karr, tkarr@radicom.com

Accepted by: ___________________________ Date: 6/27/2017

Disclaimer
To accept this quote, please Sign, Date, and return it to Radicom
(1) Immediate access to any work areas is required.
(2) Work will be performed from 8:00 AM to 5:00 PM, Monday through Friday, excluding holidays unless otherwise arranged.
(3) Information and materials contained in this quote exhibits a technical expertise and is intended to be viewed by the customer that it is addressed to. No part of this information shall be divulged to any entity that would use it to formulate a competitive offer.
(4) Specifics, such as lengths, genders, and part numbers will be reviewed and/or verified at time of order to ensure accuracy.
(5) Unless specifically stated, all sales are for domestic use.
(6) Unless previously arranged, for quotes in excess of $5,000.00 Radicom requests 50% payment upon approval / purchase order
VILLAGE OF HAMPSHIRE

Accounts Payable

July 6, 2017

The President and Board of Trustees of the Village of Hampshire

Recommends the following Warrant in the amount of

Total: $138,665.55

To be paid on or before

July 11, 2017

Village President: ____________________________

Attest: ____________________________

Village Clerk: ____________________________

Date: ____________________________
## Village of Hampshire

**Detail Board Report**

**Invoices Due On/Before 09/30/2017**

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- **Vendor Total:** 433.31
- **Invoice Total:** 641.00
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- **Vendor Total:** 10,002.28
- **Invoice Total:** 10,002.28
- **Vendor Total:** 13,355.00
- **Invoice Total:** 13,355.00
- **Vendor Total:** 189.00
- **Invoice Total:** 189.00

**Vendor List**

- Alpha Graphics
- Alco Pro Inc
- B&K Construction Code Services
- B&K Power Equipment
- Benefit Planning Consultants
## INVOICES DUE ON/BEFORE 09/30/2017

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## INVOICES DUE ON/BEFORE 09/30/2017

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