1) Call to Order

2) Establish Quorum (Physical and Electronic)

3) Pledge of Allegiance

4) Citizen Comments

5) Approval of Minutes – January 24, 2013

6) Village President’s Report

7) Village Administrator’s Report
   a) Resolution Accepting Certain Public Improvements in Lakewood Crossing Subdivision in the Village.
   b) Resolution Approving an Intergovernmental Agreement between the Illinois State Toll Highway Authority and the Village for the Utility Main Relocation Required as Part of the I-90 Widening and Improvement Project.

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

9) New Business

10) Announcements

11) Executive Session: Probable, Pending or Imminent Litigation under Section 2(c) (11)

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

13) Adjournment
VILLAGE OF HAMPShIRE - BOARD OF TRUSTEES

Meeting Minutes – January 24, 2013

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, January 24, 2013.

Present: George Brust, Martin Ebert, Jan Kraus, Orris Ruth, Jerry Shepardson.

Absent: Rob Whaley

Staff & Consultants present: Village Administrator Doug Maxeiner, Hampshire Chief Thompson, Village Attorney Mark Schuster and Village Engineer Brad Sanderson (EEI).

A quorum was established.

President Magnussen led the Pledge of Allegiance

Trustee Brust moved, to approve the minutes of January 10, 2013.

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

VILLAGE ADMINISTRATOR’S REPORT
Amendment of the Minutes from the Village Board Meeting of November 15, 2012 to correct
The Omission of a Recommendation from the Fields and Trials Committee for a Budget Line Item to be included in the FY 2013/14 Budget.
Trustee Brust moved, to amend the corrected minutes from November 15, 2012 and make the following corrections: Recommend Fields and Trails Committee from Resolution to Ordinance for a budget line item to be included in the 2013/14 Budget.

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

Ordinance Amending the Value of an Acre of Improved, Residential Property in the Impact Fee Calculation in Article III of Chapter 14 of the Village Code to $60,000 per Acre. Requiring the Village Board to Determine Each February whether to Adjust the Land Value by the Rate of Inflation, and the MAI Appraisal report every three years.

Trustee Ebert, moved to approve Ordinance 13-08; Amending the Value of an Acre of Improved, Residential Property in the Impact Fee Calculation in Article III of Chapter 14 of the Village Code to $60,000 per Acre. Requiring the Village Board to Determine Each February whether to Adjust the Land Value by the Rate of Inflation, and the MAI Appraisal report every three years.

Seconded by Trustee Kraus
Motion carried by roll call vote
Ayes: Ebert, Kraus, Shepardson
Nays: Brust, Ruth
Absent: Whaley

Ordinance Abating Taxes Levied for the 2012 Tax Year (Collectable in 2013) for debt Service on the General Obligation Refunding Bonds (Alternate Revenue Source), Series 2012, for the Village of Hampshire, Kane County, Illinois.
Trustee Brust moved, to approve Ordinance 13-09; Abating Taxes Levied for the 2012 Tax Year (Collectable in 2013) for debt Service on the General Obligation Refunding Bonds (Alternate Revenue Source), Series 2012, for the Village of Hampshire, Kane County, Illinois.

Seconded by Trustee Ebert
Motion carried by roll call vote
Ayes: Brust, Ebert, Ruth, Shepardson
Nays: Kraus
Absent: Whaley

Authorization to Release a Payment of $17,285.11 to Seigle’s Cabinet Center to Comply with the Sales Tax Rebate Agreement of 2000 and Subsequent Amendments.
Trustee Shepardson moved, to authorize to release $17,285.11 to Seigle’s Cabinet Center per the terms of a sales tax rebate agreement initially approved on 2000 and amended most recently in October, 2010.

Seconded by Trustee Kraus
Motion carried by roll call vote
Ayes: Ebert, Kraus, Ruth, Shepardson
Nays: Brust
Absent: Whaley

Village President Magnussen reported the state has now requires sales tax agreements to be now posted on the website, but no amounts need to be shown this will include: Casey’s Gas Station too. Village Administrator Maxeiner reported as of now the State does not have a website up yet.

Renewal of Employee Medical and Dental Insurance Program with Blue Cross/Blue Shield of Illinois.
Trustee Kraus moved, to authorize to renew the medical and dental insurance plan for the 2013/14 year based on the renewal premiums shown in Table 1 and 2 attached.

Seconded by Trustee Kraus
Motion carried by roll call vote
Ayes: Ebert, Kraus, Ruth, Shepardson
Nays: Brust
Absent: Whaley

VILLAGE BOARD COMMITTEE REPORTS

a. Economic Development
Trustee Brust reported the next meeting Economic Development meeting is the second Tuesday of every month at 5:30.

b. Finance
Accounts Payables
Trustee Kraus moved, to approve accounts payable in the amount of $107452.67 to be paid on or before January 29, 2013.

Seconded by Trustee Ebert
Motion carried by roll call vote
Ayes: Brust, Ebert, Kraus, Ruth, Shepardson
Nays: None
Absent: Whaley

c. Planning/Zoning
No Report

d. Public Safety
No report

e. Public Works
No report

f. Village Services
No report

g. Field & Trails
Trustee Ruth was wondering about the wooden structure by Widmayer and Allen Road, it would be a hazard if a snow plow truck hit it. Village Administrator Maxeiner did talk to the owners about that structure; it is a garbage can stable, not a permanent fixture. Trustee Ruth would like to hire E.E.I. to do some grading for a parking lot at Memorial Park, also grading at Orris Ruth Park with additional two shelters and a bike path. At this time Trustee Shepardson excused himself at 7:46 p.m. E.E.I. can come up with a site plan for Trustee Ruth.

Announcements
Trustee Brust announced State Representative Robert “Bob” Pritchard will be holding an open meeting for the residents of the Illinois 70th District, which includes Hampshire and Burlington, on February 23, 2013. The meeting will take place in the Hampshire Village Hall, starting at 8:00 AM and will last about an hour or so. Coffee will be served; Bob wants to meet with his constituents in this area to find out what problems they are facing and how he can possibly help out. His office said that they would be doing a mailing notifying those residents of the event.

Adjournment
Trustee Kraus moved, to adjourn the Village Board meeting at 7:50 p.m.

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

Linda Vasquez, Village Clerk
TO: President Magnussen and Village Board

FROM: Doug Maxeiner, Village Administrator

FOR: February 7, 2013 Village Board Meeting

RE: A Resolution Accepting Certain Public Improvements in Lakewood Crossing Subdivision in the Village

Background. The Village entered into a Completion and Settlement Agreement with Bond Safeguard Insurance Company in August of 2011 to complete a variety of public improvements such as asphalt and concrete work, and landscaping within the Lakewood Crossing subdivision. The improvements were complete in December of 2011 and a maintenance bond was filed to cover the work performed. The one-year bond and warranty period has since expired.

In addition, Ryland Homes purchased a portion of the subdivision and has been responsible for certain public improvements such as sidewalks, driveway aprons, and parkway trees, within the public right-of-way adjacent to the lots purchased by Ryland. Neither the improvements commissioned by Bond Safeguard nor the improvements completed by Ryland to date have been accepted by the Village.

The attached resolution accepts the public improvements completed to date by both Bond Safeguard Insurance Company and Ryland Homes.

Analysis. Attached is a letter and Certificate of Acceptance from the Village Engineer certifying that the public improvements referenced above have been satisfactorily completed. As referenced in the certificate, the improvements have been re-inspected by EEI and continue to meet the standards set by Village Code or the annexation agreement. As such, staff recommends approval of the attached resolution.

Recommendation. Staff recommends approval of the attached resolution accepting certain public improvements in Lakewood Crossings Subdivision in the Village.
No. 13 -

A RESOLUTION
ACCEPTING CERTAIN PUBLIC IMPROVEMENTS IN LAKEWOOD CROSSING SUBDIVISION IN THE VILLAGE

WHEREAS, pursuant to a Final Plat of Subdivision for Lakewood Crossing Subdivision in the Village, certain public improvements, including but not limited to, the various public improvements described in the Completion and Settlement Agreement by and between the Village and Bond Safeguard Insurance Company, dated August 18, 2011, as more specifically described therein on Exhibit "A: attached to and made a part of said Agreement; and

WHEREAS, the Village Engineer has filed with the Village Clerk its Certificate of Completion for said Improvements, dated January 3, 2012; and

WHEREAS, the Village Engineer has filed with the Village Clerk its Certificate of Acceptance for said improvements, dated ________________,; and

WHEREAS, the improvements were completed pursuant to said Completion and Settlement Agreement by Bond Safeguard Insurance Company and/or its contractors, employees, and servants, acting for or on behalf of and as surety for the original developer, Lakewood Homes, Inc., which developer ceased work on the subdivision public improvements in 2009 without having completed them according to plan; and

WHEREAS, the Village has acknowledged the completion of the work due under and pursuant to said Completion and Settlement Agreement by enactment of its Resolution No. 12-____, on January 3, 2012; and

WHEREAS, Cooling Land Concepts LLC, as Principal, also filed with the Village a maintenance bond for said improvements, issued by Acstar Insurance Company, as surety, in the amount of $100,000.00, dated December 28, 2011, and good for a period of one year; and

WHEREAS, Cooling Landscape Contractors also filed with the Village its statement of warranty, for a period of one year, dated December 20, 2011; and

WHEREAS, the period of said maintenance bond has expired and the period of said warranty has expired; and

WHEREAS, Ryland Homes, Inc. purchased a portion of said Subdivision and thereafter performed certain work on the highways, roads and streets; within the public
right-of-way as to sidewalks, driveway aprons, and trees; and on the landscape buffer along the western boundary of the premises; and

WHEREAS, Ryland had completed said work on such public improvements in the Subdivision; and

WHEREAS, as to the improvements constructed by Ryland, a Bill of Sale has been filed with the Village Clerk; and

WHEREAS, it is in the best interests of the Village that the Village accept the public improvements described herein at this time, and to release said maintenance bond and to acknowledge the termination of said warranty, in accordance with the respective terms of each document.

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 Village of Hampshire shall and does hereby accept the public improvements constructed in the Lakewood Crossing Subdivision in the Village, as more specifically described on the Final Plat of Subdivision therefor recorded with the Office of the Kane County Recorder as Document Number 2006K139191, including but not limited to the following:

a) All sanitary sewer and other wastewater transmission lines and appurtenances, including but not limited to sewer mains located on public property or in the public right of way in the Subdivision; and

b) All water supply lines and related appurtenances for the distribution of potable water, including but not limited to water mains and fire hydrants, but specifically excluding the pipe extending from any buffalo box to any building, commonly referred to as a water service line, on public property or in the public right of way in the Subdivision; and

c) All storm water drainage and control facilities, including storm sewer lines, detention and retention facilities, and appurtenances, located on public property or in the public right of way in the Subdivision, and including an off-site storm sewer; and

d) All highways, roads, streets, and rights-of-way in the Subdivision (but specifically excluding (i) any sidewalks yet to be constructed; and (ii)
any trees yet to be planted, on the parkway and/or within the right-of-way of any such highway, road, street, or right-of-way).

e) All street lights in the Subdivision; and

f) All bicycle pathways in the Subdivision;

Section 2. The recitals set forth above are incorporated into and made a part of this Resolution.

Section 3. Any and all ordinances, resolutions, motions, or part(s) thereof, which are in conflict with the provisions of this Resolution, are to the extent of any such conflict, hereby superseded and waived.

Section 4. If any part of this Resolution shall be found to be invalid, such finding shall not affect the validity of the remaining portions of this Resolution.

Section 5. This Resolution shall take effect upon its passage and approval as provided by law.

ADOPTED THIS _____ DAY OF __________________, 2013, by roll call vote as follows:

AYES:

NAYS:

ABSTAIN:

ABSENT:

APPROVED THIS _____ DAY OF __________________, 2013.

__________________________
Jeffrey R. Magnussen
Village President

ATTEST:

__________________________
BILL OF SALE

RYLAND HOMES, INC. an Illinois Corporation ("the Owner"), in consideration of One Dollar and other valuable consideration, does hereby grant, sell, transfer, and deliver unto the VILLAGE OF HAMPShIRE, a Municipal Corporation in Kane County, Illinois (the "Village"), the following goods, chattels, and other items of personal property, constructed or installed in that portion of the Lakewood Crossing Subdivision in the Village acquired by Owner and identified in a certain Amendment to Annexation Agreement, dated December 2, 2011, and recorded as Doc. No. 2012K000520, and Second Amendment to Annexation Agreement (undated) and recorded as Doc. No. 2012K 005493 (the "Property") and in accordance with the Final Plat of Subdivision for Lakewood Crossing Subdivision, dated November 10, 2006, and recorded as Doc. No. 2006K139191, namely:

One: All highways, roads, streets, and rights-of-way in the Property.

Two. Public sidewalks adjacent to the Single Family and Duplex Lots on the Property constructed to date (and specifically excepting any such sidewalks yet to be constructed in said Subdivision).

Three: Street trees adjacent to said Single Family and Duplex Lots on the Property planted to date (and specifically excepting any such trees yet to be planted in said Subdivision).

Four: Driveway aprons on said Single Family and Duplex Lots on the Property constructed to date (and specifically excepting any such driveway aprons to be constructed in said Subdivision).

Five: The landscape buffer to be created along the western boundary of the Subdivision as identified in the Amendment to Annexation Agreement.

And, and specifically excluding any improvements, and any lots, common areas, or public lands that are not a part of the Property identified herein.

The object of this Bill of Sale is to grant, sell, transfer, and deliver to the Village, with any exceptions noted herein, ownership in all the above-described goods, chattels, and items of personalty otherwise comprising the public improvements constructed or installed on said park site in the Village.

The Owner hereby covenants that it is the lawful owner of the goods, chattels, and personalty described above; that such items are free from all encumbrances; that the Owner has the right to sell and convey the same as aforesaid; that the Owner warrants and will defend the same against the lawful claims and demands of all persons; and that the person executing this Bill of Sale has been duly authorized by Owner to do on its behalf.

Dated at __________________________ Illinois, this ___ day of ___________ 2013.

RYLAND HOMES, INC.

By: ________________________________

Its

Subscribed and sworn to before me this ___ day of _______________ 2013.

______________________________
Notary Public
January 2, 2013

Mr. Doug Maxeiner  
Village Administrator  
Village of Hampshire  
234 S. State Street  
P.O. Box 457  
Hampshire, IL 60140-0457

Re: Certificate of Acceptance  
Lakewood Crossing  
Village of Hampshire  
Kane County, Illinois

Mr. Maxeiner:

This letter, along with the attached Certificate of Acceptance, is to certify that the public improvements for the above referenced project have been satisfactorily completed in accordance with the Engineering Plans and Village Ordinances. In accordance with the Subdivision Control Ordinance, we recommend that the Village Board enact a resolution accepting the public improvements.

If you have any questions or need additional information, please contact our office.

Very truly yours,

ENGINEERING ENTERPRISES, INC.

Bradley P. Sanderson, P.E.  
Vice President

BPS/jam

Enclosure

pc: Mr. Jeff Magnusen, Village President  
Mr. Colin Christensen, Superintendent of Public Works  
Ms. Linda Vasquez, Village Clerk  
Mr. Mark Schuster, Village Attorney  
Ms. Cheri Dvorchak, Ryland Homes
Hampshire

CERTIFICATE FOR ACCEPTANCE
OF PUBLIC IMPROVEMENTS

Subdivision: Lakewood Crossing

Improvements:

- X Sidewalks
- X Water Main
- X Sanitary Sewer Main
- X Street Lights
- X Retention/Detention Basin
- X Storm Sewer System
- X Parkway Trees

_____ Other Improvements:

1. The above-described improvements constitute public improvements constructed or installed in or upon the streets or thoroughfares or otherwise in said subdivision, as described on the Final Plat of Subdivision, recorded as Doc. No. 2006K139191 and the Final Plat 1st Resubdivision, recorded as Doc. No. 2012K047545.

2. Said improvements were completed on __________ as evidenced by the Certificate of Completion then filed with the Village Clerk. A copy of the Certificate of Completion is attached hereto.

3. All of said improvements have been re-inspected by Engineering Enterprises, Inc. and continue to meet the standards set forth in the Village of Hampshire Subdivision Code and/or any applicable annexation agreement for the development, and may be accepted by the Corporate Authorities at this time.

January 2, 2013

DATE

ENGINEERING ENTERPRISES, INC.
Village Engineer

By: 

Note: Upon completion of all required improvements and acceptance thereof by the Village, any cash or letter of credit shall be reduced to an amount equal to ten (10%) percent of the estimated construction costs, which sum shall be retained for a period of one year following acceptance and may be used by the Village to make any necessary repairs arising out of the defects in work or materials. 7-2-4(D)(3).
AGENDA SUPPLEMENT

TO: President Magnussen and Village Board

FROM: Doug Maxeiner, Village Administrator

FOR: February 7, 2013 Village Board Meeting

RE: A Resolution Approving an Intergovernmental Agreement Between the Illinois State Toll Highway Authority and the Village for the Utility Main Relocation Required as Part of the I-90 Widening and Improvement Project

Background. As reported to the Board several weeks ago, the Illinois Tollway Authority notified the Village that Village owned utility mains running under the I-90 bridge at Route 20 were in conflict with their plans to widen and improve the highway. The Village has these utility mains in the right-of-way with the permission of the Tollway Authority as long as the Village agrees to relocate or move the mains as needed by the Authority. Upon closer examination, only the sewer main is in conflict with the proposed work and the Tollway Authority is now requesting that it be relocated.

The actual relocation project will be part of the bridge widening contract issued by the Tollway Authority. As such, the Village will need to reimburse the Tollway Authority for the costs associated with the sewer main relocation. An intergovernmental agreement (IGA) has been drafted and reviewed by both parties. The final draft is attached.

Analysis. The IGA specifies that design for the relocation will be the responsibility of the Village and an engineering services agreement with EEI was approved by the Board in January. However, the Tollway Authority will be assessing a construction engineering fee of 16% of the actual relocation costs (estimated at $154,250) resulting in an additional charge to the Village of $24,680. With regard to payment for the relocation, the Tollway Authority will require the Village to pay 80% of the bid amount attributable to the relocation at the time of bid award. The remainder will be required upon contract close.

Recommendation. Staff recommends approval of a resolution approving an intergovernmental agreement between the Illinois State Toll Highway Authority and the Village for the utility main relocation required as part of the I-90 widening and improvement project.
No. 13 -

A RESOLUTION
APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
THE VILLAGE OF HAMPSHIRE

WHEREAS, the Village of Hampshire ("Village") has multiple public utility mains located within the Illinois State Toll Highway Authority ("Authority") right-of-way; and

WHEREAS, the location of the Village's public utilities within the Authority's right-of-way has been authorized by the Authority provided that the relocation of the utilities may be required by the Authority due to the improvement or expansion of the highway; and

WHEREAS, the Authority is preparing to widen and improve the Jane Addams Memorial Tollway (I-90) which includes the widening and reconstruction of the US 20 Bridge where it intersects with the Jane Addams Memorial Tollway; and

WHEREAS, the planned improvements for the widening and reconstruction of the aforementioned US 20 Bridge will require the relocation of the Village's wastewater utility main within the Authority's right-of-way; and

WHEREAS, the Authority and the Village have agreed to incorporate the relocation of the utility main within the overall US 20 Bridge Widening and Reconstruction project; and

WHEREAS, the Village and the Authority have prepared an intergovernmental agreement to determine and establish their respective responsibilities for engineering, right-of-way acquisition, utility relocation, construction, funding and maintenance of the project as proposed; and

WHEREAS, the Authority by virtue of its powers as set forth in the "Toll Highway Act." 605 ILCS 10/1 et seq. is authorized to enter into this Agreement; and

WHEREAS, the Village by virtue of its powers as set forth in the Illinois Municipal Code 65 ILCS 5/1-1-1 et seq. is authorized to enter into this Agreement; and

WHEREAS, a cooperative Intergovernmental Agreement is appropriate and such an Agreement is authorized by Article VII, Section 10 of the Illinois Constitution and the "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq.
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 Village of Hampshire, Illinois and the Illinois State Toll Highway Authority regarding the relocation of a Village owned utility main within the Authority’s right-of-way as part of the Authority’s US 20 Bridge Widening and Reconstruction Project, in words and figures as attached hereto and incorporated herein by this reference, shall be and is hereby approved.

Section 2. The recitals set forth above are incorporated into and made a part of this Resolution.

Section 3. Any and all ordinances, resolutions, motions, or part(s) thereof, which are in conflict with the provisions of this Resolution, are to the extent of any such conflict, hereby superseded and waived.

Section 4. If any part of this Resolution shall be found to be invalid, such finding shall not affect the validity of the remaining portions of this Resolution.

Section 5. This Resolution shall take effect upon its passage and approval as provided by law.

ADOPTED THIS ___ DAY OF __________________, 2013, by roll call vote as follows:

AYES: __________________________

NAYS: __________________________

ABSTAIN: _______________________

ABSENT: _________________________

APPROVED THIS ___ DAY OF ____________________, 2013.

________________________
Jeffrey R. Magnussen
Village President
ATTEST:

______________________________
Linda Vasquez
Village Clerk
INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
THE VILLAGE OF HAMPShIRE

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of ______ AD, 2013, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "TOLLWAY", and THE VILLAGE OF HAMPShIRE, a municipal corporation of the State of Illinois, hereinafter called the "VILLAGE", individually referred to as "PARTY", and collectively referred to as "PARTIES".

WITNESSETH:

WHEREAS, the TOLLWAY in order to facilitate the free flow of traffic and ensure safety to the motoring public, desires to improve the Jane Addams Memorial Tollway (1-90) over U.S. Route 20 (hereinafter sometimes referred to as "Toll Highway"), and included in TOLLWAY construction contract(s) including but not limited to Contract 1-12-4078 (hereinafter referred to as the "PROJECT") by widening and reconstructing the bridge structure; and

WHEREAS, the VILLAGE’s sanitary sewer force main currently located on TOLLWAY property by permit, are in conflict with the new bridge structure and must be relocated; and

WHEREAS, the VILLAGE requests that the TOLLWAY include in its PROJECT the relocation of approximately 200 linear feet of existing steel encased sanitary sewer force main; and

WHEREAS, the TOLLWAY agrees to the VILLAGE’s request; and

WHEREAS, prior to this AGREEMENT, the VILLAGE has obtained from the TOLLWAY an approved permit for the sanitary sewer force main located on TOLLWAY property, and agrees to abide by all conditions set forth therein; and

WHEREAS, the VILLAGE has applied for and will use its best efforts to obtain from the Illinois Environmental Protection Agency prior to April 15, 2013 an approved permit for the VILLAGE’s relocated sanitary sewer force main located on TOLLWAY property; and

WHEREAS, the TOLLWAY and the VILLAGE by this instrument, desire to determine and establish their respective responsibilities toward engineering, right of way acquisition, utility relocation, construction, funding and maintenance of the PROJECT as proposed; and
WHEREAS, the TOLLWAY by virtue of its powers as set forth in the "Toll Highway Act," 605 ILCS 10/1 et seq. is authorized to enter into this AGREEMENT; and

WHEREAS, the VILLAGE by virtue of its powers as set forth in the Illinois Municipal Code 65 ILCS 5/1-1-1 et seq. is authorized to enter into this AGREEMENT; and

WHEREAS, a cooperative Intergovernmental Agreement is appropriate and such an Agreement is authorized by Article VII, Section 10 of the Illinois Constitution and the "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq.

NOW, THEREFORE, in consideration of the aforementioned recitals and the mutual covenants contained herein, the PARTIES hereto agree as follows:

I. ENGINEERING

A. The TOLLWAY agrees to perform preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and specifications for the PROJECT, subject to Paragraph B below as to the VILLAGE's sanitary sewer force main work and subject to the VILLAGE's obligation to contribute to the total actual costs of the PROJECT, as set forth in Section VII of this AGREEMENT.

B. The VILLAGE agrees, at its sole expense to perform preliminary and final design engineering for the VILLAGE's sanitary sewer force main work for inclusion into the TOLLWAY's final plans and specifications for the PROJECT.

C. Any dispute concerning the plans and specifications shall be resolved in accordance with Section IX of this AGREEMENT.

D. The final approved plans and specifications for the sanitary sewer force main shall be delivered to the VILLAGE by the TOLLWAY.

E. The TOLLWAY agrees to assume the overall PROJECT responsibility, including assuring that all permits, (except those required by the VILLAGE for their relocated sanitary sewer force main), U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Metropolitan Water Reclamation District of Greater Chicago, Environmental Protection Agency, etc. and joint participation and/or force account agreements (County, Township, Municipal, Railroad, Utility, etc.), as may be required by the PROJECT, are secured by the PARTIES hereto in support of general project schedules and deadlines. All PARTIES hereto agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed for the PROJECT.
F. The VILLAGE agrees to obtain a permit from the Illinois Environmental Protection Agency for the VILLAGE’s sanitary sewer force main relocation work.

G. VILLAGE shall grant and consent to any and all permits and rights of access (ingress and egress), for temporary use to the TOLLWAY, as may be necessary for work on the PROJECT, without charge to the TOLLWAY. Any such permit or right of access for temporary use shall not be unreasonably withheld by the VILLAGE.

II. RIGHT OF WAY

A. The acquisition or transfer of right of way is not required for the construction of the PROJECT pursuant to the approved plans and specifications. Therefore, it is understood by the PARTIES hereto that there will be no exchange of any interest in the VILLAGE’s right of way or of the TOLLWAY’s right of way.

B. It is understood that neither the VILLAGE nor the TOLLWAY have consented in this AGREEMENT to the transfer of any interest in the VILLAGE’s or the TOLLWAY’s property or rights of way which the VILLAGE or the TOLLWAY deem necessary for the maintenance and operation of their respective highway systems.

III. UTILITY RELOCATION

A. At all locations where utilities are located on TOLLWAY rights of way and must be adjusted due to work proposed by the VILLAGE, the TOLLWAY agrees to make arrangements with the applicable utility and issue all permits for the requisite adjustment(s). At all locations where the VILLAGE’s utilities are located on TOLLWAY rights of way and must be adjusted due to work proposed by the VILLAGE or due to work proposed by the TOLLWAY, the VILLAGE agrees to obtain from the TOLLWAY an approved permit for relocation of the utility, and to abide by all conditions set forth therein. The VILLAGE agrees to reimburse the TOLLWAY for any and all out of pocket costs the TOLLWAY may incur in causing the aforementioned utility or utilities to be adjusted.

B. In the event that the work proposed by the VILLAGE results in a conflict with the TOLLWAY’s fiber optic cable system, the VILLAGE shall reimburse the TOLLWAY for the cost to locate, mark, design, protect, adjust and/or relocate the system.

C. At all locations where the TOLLWAY’s infrastructure (remote traffic microwave sensors, message signs, weather stations, weigh-in-motion sites, signs, roadway lighting controllers, electrical services and data connections) that are currently in place within the PROJECT limits and must be adjusted due to work proposed by the VILLAGE, the VILLAGE agrees to reimburse the TOLLWAY for any and all
out of pocket costs the TOLLWAY may incur in causing the aforementioned infrastructure to be adjusted.

IV. CONSTRUCTION

A. The TOLLWAY shall advertise and receive bids, obtain VILLAGE concurrence as to the amount of bids (for work to be funded wholly or partially by the VILLAGE before award), award the contract(s), provide construction engineering inspections and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications, subject to the VILLAGE’s obligation to contribute to the total actual costs of the PROJECT, as set forth in Section VII of this AGREEMENT.

B. After award of the construction contract(s), any proposed deviations from the plans and specifications that affect the VILLAGE shall be submitted to the VILLAGE for approval prior to commencing such work. The VILLAGE shall review the proposed deviations and indicate its approval or disapproval thereof in writing. If the proposed deviation to the plans and specifications are not acceptable, the VILLAGE shall detail in writing its specific objections. If the TOLLWAY receives no written response from the VILLAGE within fifteen (15) calendar days after delivery to the VILLAGE of the proposed deviation, the proposed deviation shall be deemed approved by the VILLAGE. Notwithstanding any disapproval by the VILLAGE, the TOLLWAY may, after considering the VILLAGE’s objections, proceed as the Chief Engineer of the TOLLWAY deems appropriate.

C. After award of the construction contract(s), assuming there are no proposed deviations from the plans and specifications that affect the VILLAGE, the TOLLWAY shall provide no less than five (5) calendar days’ written notice to the VILLAGE prior to commencement of work on the PROJECT.

D. The VILLAGE and its authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the PROJECT that affects the VILLAGE’s system. The VILLAGE shall assign personnel to perform inspections on behalf of the VILLAGE of all work included in the PROJECT that affects the VILLAGE’s system, and will deliver written notices to the Chief Engineer of the TOLLWAY advising the TOLLWAY as to the identity of the individual(s) assigned to perform said inspections.

E. Notices required to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.

F. The TOLLWAY shall give notice to the VILLAGE upon completion of 70% and 100% of all PROJECT construction contracts related to the relocation of the VILLAGE’s sanitary sewer force main to be subsequently maintained by the
VILLAGE, and the VILLAGE shall make an inspection thereof not later than seven (7) calendar days after notice thereof, unless otherwise agreed in writing by the PARTIES as to the date and time of such inspection(s). If the VILLAGE does not perform a final inspection within seven (7) calendar days after receiving notice of completion of 100% of all PROJECT construction contracts or other inspection arrangements are not agreed to by the parties hereto, the PROJECT shall be deemed accepted by the VILLAGE. At the request of the VILLAGE, the TOLLWAY's representative shall join in on such inspection. In the event said inspections disclose work that does not conform to the approved final plans and specifications, the VILLAGE's representative shall give immediate verbal notice to the TOLLWAY's representative of any deficiency, and shall thereafter deliver within five (5) calendar days a written list identifying such deficiencies to the Chief Engineer of the TOLLWAY. Deficiencies thus identified shall be subject to joint re-inspection by the PARTIES upon completion of the corrective work. The VILLAGE shall promptly call for such joint re-inspection, and the PARTIES shall cooperate to perform any such joint re-inspections within seven (7) calendar days after receipt by the VILLAGE of notice from the TOLLWAY that the deficiencies have been remedied, unless otherwise agreed in writing by the PARTIES as to the date and time of such joint re-inspection.

G. The TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the work due to circumstances either known or unknown at the time of bidding or arising after the Contract(s) was entered into, in accordance with the TOLLWAY Supplemental Specifications for construction, issued on February 7, 2012 or the Canceled Items provision in the applicable version of the Illinois State Toll Highway Authority's Standard or Supplemental Specifications.

V. FINANCIAL

A. Except as otherwise identified herein, the TOLLWAY agrees to pay all PROJECT related engineering, right of way, construction engineering and construction costs subject to reimbursement by the VILLAGE as hereinafter stipulated.

B. It is mutually agreed by the PARTIES hereto that construction engineering shall be computed as 10% of actual construction costs and mobilization shall be 6% of actual final construction costs.

C. It is mutually agreed by the PARTIES hereto that below are approximate quantities and estimated costs to the VILLAGE for the sanitary force main work:

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<th>Description</th>
<th>Cost</th>
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<td>212 feet of 24&quot; Steel Casing Pipe Bored and Jacked</td>
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<td>2 each of Connections to existing Force Main</td>
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<td>Force Main Pressure Testing</td>
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200 feet Force Main Removal $11,000
1 each 7” diagonal Air Release Valve and Vault with Frame and Closed Lid $9,500
1 each 12” Gate Valve $4,500
8 hours of Waste Hauling $1,200
TOTAL $154,250

D. Additional estimated costs to the VILLAGE include $15,425 (10% of construction costs) for construction engineering and $9,255 (6% of construction costs) for mobilization, for a total estimated cost of $178,930, (an estimate of the VILLAGE’s obligation under this AGREEMENT, including the estimate of construction costs in Paragraph C, and the construction engineering and mobilization costs related thereto set forth in this Paragraph D).

E. It is further agreed that notwithstanding the estimated cost, the VILLAGE shall be responsible for the actual costs associated with the requested sanitary sewer force main relocation work described in the Recital section of this AGREEMENT and in Paragraph V (C) and V(D), above (the VILLAGE’s “Obligation”).

F. The VILLAGE agrees that upon award of the contract for this improvement and receipt of an invoice from the TOLLWAY, the VILLAGE will pay to the TOLLWAY, an amount equal to 80% of its Obligation incurred under this AGREEMENT, based upon actual bid prices, and will pay to said TOLLWAY the remainder of its Obligation in a lump sum, upon completion of the PROJECT and receipt of an invoice from the TOLLWAY, based on final actual costs.

G. Either the VILLAGE or the TOLLWAY may request, after the construction contract(s) are let by the TOLLWAY, that supplemental work that increases the total costs of the PROJECT or more costly substitute work be added to the construction contract(s). The TOLLWAY will cause said supplemental work or such substitute work to be added to the construction contract(s), provided that said work will not delay construction of the PROJECT. The PARTY requesting or causing said supplemental work or more costly substitute work shall pay for the cost increases of said work in full.

VI. MAINTENANCE - DEFINITIONS

A. The term "local" means any PARTY to this AGREEMENT other than the TOLLWAY. With respect to this AGREEMENT, it means the VILLAGE.

B. As used herein, the terms "maintenance" or "maintain" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal, replacement of the maintained facility when needed.
VII. MAINTENANCE - RESPONSIBILITIES

A. The TOLLWAY agrees to maintain I-90 in its entirety.

B. The VILLAGE agrees to maintain, or cause to maintain, the sanitary sewer force main, including any work the TOLLWAY is including in the PROJECT for the VILLAGE at their request, in its entirety.

C. If in the future, the TOLLWAY adopts a roadway or other improvement which requires modification, relocation or reconstruction to said sanitary sewer force main, then the VILLAGE hereby agrees to be financially responsible for the entire cost to modify, relocate or reconstruct said sanitary sewer force main in conjunction with the TOLLWAY's proposed improvement.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

A. All items of construction which are stipulated in this AGREEMENT to be maintained by the VILLAGE shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the VILLAGE, and all items of construction which are stipulated in this AGREEMENT to be maintained by the TOLLWAY shall, upon completion of construction, be the sole maintenance responsibility of the TOLLWAY.

IX. GENERAL PROVISIONS

A. It is understood and agreed that this is an AGREEMENT between the Village of Hampshire and the Illinois State Toll Highway Authority.

B. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.

C. Wherever in this AGREEMENT approval or review by either the VILLAGE or the TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.

D. Not later than fourteen (14) calendar days after execution of this AGREEMENT each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.
E. In the event of a dispute between the VILLAGE and the TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the TOLLWAY and the VILLAGE’s Administrator shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the plans and specifications or in the carrying out of the terms of this AGREEMENT, the decision of the Chief Engineer of the TOLLWAY shall be final.

F. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.

G. Under penalties of perjury, the VILLAGE certifies that its correct Federal Tax Identification number is ________________ and it is doing business as a governmental entity, whose mailing address is Village of Hampshire, 234 South State, Hampshire, Illinois 60140.

H. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.

I. This AGREEMENT and the covenants contained herein shall become null and void in the event the contract covering the construction work contemplated herein is not awarded within three (3) years subsequent to the date of execution of this AGREEMENT.

J. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.

K. The failure by the TOLLWAY or the VILLAGE to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the TOLLWAY or the VILLAGE unless such provision is waived in writing.

L. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in DuPage County, Illinois.

M. All written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered, mailed via certified mail, overnight mail delivery, or electronic mail delivery to the following persons at the following addresses:

To the TOLLWAY: The Illinois Toll Highway Authority
2700 Ogden Avenue
Downers Grove, Illinois 60515
To the VILLAGE: The VILLAGE of Hampshire
234 South State Street
Hampshire, Illinois 60140
Attn: Village Administrator

N. The TOLLWAY and VILLAGE each agree to maintain books and records related to the performance of this AGREEMENT and necessary to support amounts charged to the TOLLWAY and/or the VILLAGE under the AGREEMENT for a minimum of three (3) years from the last action on the AGREEMENT. The TOLLWAY and the VILLAGE further agree to cooperate fully with any audit and to make its books and records, and books and records within its custody or control available to the Illinois Attorney General, the Illinois Auditor General, the TOLLWAY Inspector General, the TOLLWAY Department of Internal Audit, the TOLLWAY or any other governmental agency or agent thereof that is authorized to audit or inspect such books and records.

O. The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into this AGREEMENT.

IN WITNESS THEREOF, the PARTIES have executed this AGREEMENT on the dates indicated.

THE VILLAGE OF HAMPSHIRE

By: Jeffrey Magnussen, Village President
Attest: __________________________
Date: __________________________ (Please Print Name)

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: Kristi Lafleur, Executive Director
Date: __________________________

Approved as to Form and Constitutionality

Robert T. Lane, Senior Assistant Attorney General, State of Illinois
VILLAGE OF HAMPShIRE

Accounts Payable

February 7, 2013

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

Total: $53,130.07

To be paid on or before
Feb 12, 2013

Village President: ________________

Attest: __________________________

Village Clerk: _______________________

Date: ______________________________
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**INVOICE TOTAL:**

- SCHM: 308.75
- SICA: 8,505.50
- SPFI: 220.00
- TBONY: 28.00
- VEWI: 791.72
- WAFA: 47.53

**VENDOR TOTAL:**

- SCHM: 308.75
- SICA: 8,505.50
- SPFI: 220.00
- TBONY: 28.00
- VEWI: 791.72
- WAFA: 47.53
### INVOICES DUE ON/BEFORE 02/05/2013

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TOTAL ALL INVOICES: 53,130.07