

Village of Hampshire
Village Board Meeting
Thursday July 19, 2012 – 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 – July 5, 2012
- 6) Village President's Report
- 7) Village Administrator's Report
 - a. Agreement with ABSI (American Backflow Solutions, Inc.) to Administer the Mandate Cross-Connection Control Testing Program for the Village of Hampshire.
 - b. Discussion of the "Way Finding" Sign-Plan and the Business to Include on the Directional Signs.
 - c. Ordinance Establishing Certain Regulations for Registration of Video Gaming Terminals to be placed or located in the Village.
- 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) Adjournment

VILLAGE OF HAMPSHIRE - BOARD OF TRUSTEES

Meeting Minutes – July 5, 2012

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, July 5, 2012.

Present: George Brust, Martin Ebert, Jan Kraus, Orris Ruth, Rob Whaley.

Absent: Martin Ebert, Jerry Shepardson,

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

A quorum was established.

President Magnussen led the Pledge of Allegiance

7:02 p.m. Trustee Shepardson joined the Board meeting.

Trustee Kraus moved, to approve the minutes of June 21, 2012.

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

VILLAGE ADMINISTRATOR'S REPORT

Raffle License - Hampshire VFW Post 8043

Trustee Brust moved, to approve the Hampshire VFW Post 8043 raffle license to be sold August 3, 4, and 5th and drawn September 9, 2012.

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

Recommendation from Village Services Committee to Dedicate Used Oil Recycling Revenues and that Portion of the General Fund Balance Derived from Used Oil Recycling as "Assigned" for the purpose of promoting Outdoor Recreation.

Village Services Committee would like to have their funds for the promotion of outdoor recreation. An assignment fund balance requires that the Board express their intent as to the use of the revenues or reserves. Authority is provided to the Village Administrator to utilize the funds within parameters set by the Board and within the budget. Used oil revenues and fund balances "assigned" to outdoor recreation purposes can be done by a simple majority, any spending activity for the remainder of the current year will require a super majority to amend the budget.

Trustee Brust moved, to approve the Village Services Committee in "assigning" used oil revenues and fund balances within the general fund to the promotion of outdoor recreation.

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

Discussion of the "Way Finding" Sign-Plan and the Business to Include on the Directional Signs.

Village President Magnussen recommended seeing signs posted off of State Street retail and businesses. On Mill Street: Peterson Propane and Hampshire Wastewater Treatment plant. Can be taken off the list. Keyes Ave.: Stanley Machining, RPS Products and W.S. Hampshire should be taken off, Keyes Ave. will have a double pole for the signs. Signage posted further down on Keyes Ave. saying- Manufacturing Please look over this list carefully and mark up what you think we should have posted and what street. This will be brought back at the next board meeting July 19, 2012.

Agreement with ABSI (American Backflow Solutions, Inc.) to Administer the Mandate Cross-Connection Control Testing Program for the Village of Hampshire.

IEPA is responsible to enforce the Safe Drinking Water Act of 1974 in Illinois. Local public utilities responsible for compliance with certain provisions of the act. IEPA's directive to potable water producers in Illinois which relates to implementing of a cross connection control plan which would include inspecting, correcting and documenting cross connection risks. This has potential to contaminate source such as private well or waste source. Hampshire has identified the lack of cross connection control plan in the Village which could mean a fine or some other penalty if a plan is not in place in 2012.

American Backflow Solutions, Inc. will send a survey letter to each commercial business in the Village. The business owner will hire a licensed plumber with Cross Connection Control Devise Inspector certification to complete this survey out and files the results online to ABSI-Online. Any deficiencies or risks to the water supply identified by the plumber will need to be addressed. The cost of the survey is \$20 besides the costs of the plumbing services will be paid out by the business owners; no fees are paid to the Village. ABSI will report data on a format to comply with the IEPA mandate.

After much discussion on fees plus the agreement ABSI will be at the next Village Board meeting July 19, 2012.

Trustee Brust moved, to table this item and will be presented at the next Village Board meeting July 19, 2012.

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

VILLAGE BOARD COMMITTEE REPORTS

a. Economic Development

Trustee Brust announced Economic Development / Hampshire Chamber meeting will be held Tuesday July 10, 2012 at 5:30 p.m.

b. Finance

Accounts Payables

Trustee Kraus moved, to approve accounts payable in the amount of \$56,632.08 to be paid on or before July 10, 2012.

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

Trustee Ruth had some questions from the audit such as the land value: what year did the land come into the Village and is there a list of land value.

TIF where did the monies go, can we reduce the rates on our bonds.

Impact Fees: back in 2001 CIP was \$110,000 per acre which was to be increased every year in October, there was no motion made back then. If and when some subdivision decide to get completed does that mean the developers get the rate for impact fees when they annexed into the Village at that time, or has it expired? Is the Board going to freeze the impact fees for them? Village Administrator Maxeiner found one appraisal that would come into the Village he will call him, and see what the cost is going to cover.

Trustee Whaley reported that a tentative Finance Committee meeting will be held July 19, 2012 before the board meeting.

c. Planning/Zoning

No report

d. Public Safety

No report

e. Public Works

No report

f. Village Services

Trustee Kraus reminded everyone Oil Recycling is this Saturday July 7, 2012 from 9 – 11:30 a.m.

g. Field & Trails

Trustee Ruth reported the Memorial Sign at the park is now up and looks good plus he planted fifty more Iris, the bench has been ordered

Village President Magnussen congratulated George and Barbara Brust on the birth of their 2nd great grandson Ezra Brust, born July 2, 2012 mom and baby are all doing fine.

Adjournment


Trustee Brust moved, to adjourn the Village Board meeting at 8:00 p.m.

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

Linda Vasquez, Village Clerk

AGENDA SUPPLEMENT

TO: President Magnussen and Village Board

FROM: Doug Maxeiner, Village Administrator 

FOR: July 19, 2012 Village Board Meeting

RE: Agreement with ABSI (American Backflow Solutions, Inc.) to Administer the Mandated Cross-Connection Control Testing Program for the Village of Hampshire

Background. As introduced at the last Village Board meeting, staff is proposing entering into an agreement with American Backflow Solutions, Inc. to administer a state (IEPA) mandated backflow or cross connection prevention program for the public water supply. The cross connection control plan mandated by the IEPA includes inspecting, correcting and documenting cross connection risks. Cross connection refers to the connection of the public water supply to a potential contamination source such as a private well or waste source. A series of IEPA inspections in Hampshire has identified the lack of a cross connection control plan in the Village which could result in a fine or some other penalty if a plan is not implemented in 2012.

At a Public Works Committee meeting last February and at the last Village Board meeting, staff presented a proposal from a contractor that will meet the requirements of the IEPA mandate without cost to the Village. There were several questions from the Village Board on the program that needed further investigation.

Analysis. The attached information from American Backflow Solutions, Inc. (ABSI-Online) will help to explain the proposal. In a condensed version, the program will require a survey be sent to each commercial business within the Village. The recipient of the survey will be required to hire a licensed plumber with a Cross-Connection Control Devise Inspector (CCCDI) certification to complete the survey within a specified number of days. The plumber then completes the survey and files the results online through ABSI-Online. Any deficiencies or risks to the water supply identified by the plumber would need to be addressed. The cost to the business owner is \$20 in addition to the fee paid to the CCCDI for plumbing services. No fees are paid directly by the Village to ABSI or to the Village by the businesses. Also, ABSI provides the report data in a format to comply with the IEPA mandate.

In addition to background information about ABSI and the proposal, sample letters to the

businesses are attached notifying businesses of the backflow prevention plan and a cover letter for the initial survey. A copy of the draft agreement which has been reviewed and revised by the Village Attorney is also included. Joseph Harbut, a representative of ABSI, has been invited to attend the Village Board meeting to address any additional questions the Board may have.

Recommendation. Staff recommends approval of the agreement with American Backflow Solutions, Inc. for the Backflow Device Tracking and Survey Administration Plan.

Department of Public Utilities - Water
Proposal for
Cross-Connection Control Testing Records Administrator

Overview

The ABSI-Online Cross-Connection Management System offers the most efficient and effective way to track a water system's backflow assemblies at **no cost** to the municipality or water district.

The electronic system requires no work from municipal personnel; offering real-time access and full control in handling non-compliant water customers. Our system assists and ensures water utilities meet the state's unfunded mandate of Cross-Connection Record Compliance.

ABSI-Online will interact directly with the city's public water utility and its water customers. We will request, receive, record, and maintain testing and compliance data. ABSI-Online will collect service fees directly from Cross-Connection Control Device Inspectors who will pay fees on behalf of their individual customers, which directly funds the system.

Customizable Features

Notifications: Prompt mailing of the first retest notice and, if necessary, the second past due notice. Notification dates to residential customers, if any, are determined by the utility, usually with sufficient time before activation of irrigation systems. One notice is sent to homeowners; they are then moved to non-responder status after 60 days.

Data: Testers are required to submit all test reports online into the ABSI-Online System. Copies of all test reports are automatically emailed to the testing company and can also be sent to the water utility in real time, if so desired, or simply be viewed on line or be printed out to the village printer if required.

Reporting: Our online tracking system allows testers to anonymously submit an online report of any cross-connections and hazards without fear of jeopardizing the business relationship with the customer. This feature alerts the municipality of issues that might otherwise not be reported or perhaps even missed.

Revenue: An administrative fee can be added to the base fee to create a monthly income stream for the municipality or water district.

Efficiency: The utility's representative can access and check any account via the internet and enter comments, if so desired.

Verification: Tester registration and credential verification is required before access is given and is monitored annually.

ABSI-Online
AMERICAN BACKFLOW SOLUTIONS, INC.

Access & Control: Your representative has real-time, 24/7 access to view current accounts and 30-day or 60-day past due accounts with the press of a button. Municipal involvement is only required for enforcement of non-responding past due accounts.

- Your representative will have the ability to view all past due accounts. The overdue accounts can be sorted by any criteria chosen: account names, numbers, street, city, zip code, etc., and printed to your printer for follow-up with your preferred procedure; or,
- Your representative can print your enforcement letter(s) for selected accounts or to all past due accounts, to your printer, with the press of a button. This letter can be formatted for window envelopes; all you have to do is stamp and mail. Just provide us your enforcement text and we embed it into your program.

Scope of Work

- 1) We utilize the city's existing assembly data and the utility billing databases from your city's current programs to build an electronic database of all testable cross-connection devices for ongoing compliance administration.
- 2) We assemble and maintain an accurate listing of certified Cross-Connection Control Device Inspectors (CCCDI's) who currently do business in your city, or who are likely to do business in your city. We also provide a list of CCCDI's to water customers along with a disclaimer.
- 3) After a testing company is registered, they automatically become a part of the registered CCCDI's database.
- 4) All data remains the property of the water utility and resides in a secure electronic database and can be presented in other formats as required. Monthly activity reports are available along with associated fees and expenses.
- 5) We provide water utility customers with ongoing access to records, document images, and other data pertaining to their own account and its device inventory.
- 6) Updates and changes: we work with the utility representative regarding any apparent errors and/or required updates to maintain the accuracy of the database.
- 7) We handle any water customer's questions or concerns.
- 8) Custom features may be available upon request.

ABSI-Online

AMERICAN BACKFLOW SOLUTIONS, INC.

Commercial and Residential Surveys

We can do total or incremental water system surveys, designed for the user's needs. This is done at **no cost** to the municipality. The surveys are handled in much the same way as the backflow tracking system. Additional information is available.

- **Commercial properties**, being more complex, require an on-site CCCDI to check the entire facility and fill out the commercial survey document. The CCCDI inspector then records this information into the ABSI-Online database. Findings are reviewed, filed, and forwarded to the municipality with any necessary corrective action(s) to be taken. A filing fee is required for each property survey submitted by the CCCDI inspector, which directly funds the tracking program.
- **Note:** The large financial cost and time required for a system survey is transferred from the municipality to the commercial property owner. Companies that want to contract this work in-house are trying to capture large sums of income from a municipality and can take 1 to 5 years to complete. Having the commercial property owner contact his current CCCDI-plumber, who is already familiar with the property, is more cost and time effective and can be easily executed every two years. Also, list of all CCCDI's is provided so the property owners can seek out the best value available.

Summary

We have developed this program with input and suggestions from many water utilities around the country; every municipality's cross-connection program is different. We developed our system to be modified or customized to meet your needs.

We would be happy to meet with you and answer any questions you may have regarding this new system.

Sincerely,

Dan Harbut, President
American Backflow Solutions, Inc.

City Logo/Stationary

Sample of the Village Notice to Water Customers Advising of the Required IEPA Mandate

Dear Water Customer,

The Village of Merrionette Park is responsible for providing you a safe and reliable water supply. The Illinois EPA now requires that the entire water system be inspected every two years for potential cross-connections. This requirement is to ensure that such connections are properly protected against backflow of any contaminants into the water system. Under Illinois Environmental Protection Agency Regulations, and local ordinance, a Cross-Connection Survey is required of your property. This survey must be completed in the next 60 days.

Who is the village's designated backflow representative?

The city has contracted with American Backflow Solutions Inc. (ABSI) to manage this process. ABSI will be the primary point of contact for all surveys and related issues. The village will continue to handle enforcement for non-compliance. ABSI can be reached at (847) 847-1625 or via their website at <http://www.ABSI-Online.com>.

How do I comply with these requirements?

Within the next 10 days, a survey notice and survey form will be sent to all property owners by American Backflow Solutions, Inc. (ABSI). This property site survey is required of all properties. This Cross-Connection Survey inspection must be done by a licensed plumber, who has been certified as a Cross-Connection Control Device Inspector (CCCDI) with the State of Illinois. A list of some CCCDI Inspectors active in the area will be provided. The CCCDI must review the property's water usage and fill out the required survey form, and is then required to enter this information into the [ABSI-Online.com](http://www.ABSI-Online.com) database. This information will become an official document and must be attested to by the licensed and bonded CCCDI. If any device or cross-connections are found, you will receive a notice of any corrective actions to be taken.

What is the cost?

The village evaluated the most cost-effective way to manage this IEPA mandate. Using the ABSI System and their online reporting system resulted in the least amount of time and lowest program cost. A filing fee of \$40.00 per survey is paid by the testing company (CCCDI) when entering the survey results online and covers the cost of both ABSI and the village for this program.

What if I don't have my property surveyed?

The cross connection survey is required by the IEPA. Each property must be surveyed and any hazards identified. Any cross-connection devices found must be tested or if any cross-connections (hazards) are found they must be corrected or have the appropriate backflow device install and tested. This is necessary to protect the water supply. Failure to comply with the requirements of the Code can result in the disconnection of water service.

If you have any questions or concerns regarding the program, please contact American Backflow Solutions Inc. directly at 847-847-1625. Any other questions can be directed to Joe Michon, Public Works Director.

Thank you in advance for your cooperation.

Respectfully,

Joe Michon, Public Works Director

Village of Merrionette Park
Cross Connection Program
P.O. Box 395
Lake Zurich, IL 60047

Survey Site Identification Number (SSIN)
SDVD-HKHGI

February 17, 2012

Sample Notice to Water Customer

Re: Cross-Connection Control Survey

Addressee
Ownership or Bill to Address
City, State, Zip

Re: Property Site Name
Property Address
City, State, Zip

Dear Water Customer,

The Village of Merrionette Park is responsible for providing you a safe and reliable water supply. The Illinois EPA now requires that the entire water system be inspected every two years for potential cross-connections. This requirement is to ensure that such connections are properly protected against backflow of any contaminants into the water system. Under Illinois Environmental Protection Agency Regulations, and local ordinance, a Cross-Connection Survey is required of your property. This survey must be completed in the next 60 days.

This Cross-Connection Survey inspection must be done by a licensed plumber, who has been certified as a Cross-Connection Control Device Inspector (CCCDI) with the State of Illinois. A list of some CCCDI Inspectors active in the area is included. The CCCDI must review the property's water usage and fill out the required survey form, and is then required to enter this information into the ABSI-Online.com database. This information will become an official document and must be attested to by the licensed and bonded CCCDI. If any device or cross-connections hazards are found, you will receive a notice of any corrective actions to be taken.

You must be sure to give your CCCDI your Survey Site Identification Number (SSIN). He will need this SSIN number to access your online account and enter the information.

If you have any questions, please feel free to call.

Sincerely,
Dan Harbut, Director
American Backflow Solutions, Inc.
Agent for Merrionette Park

**AGREEMENT FOR SERVICES
BETWEEN THE VILLAGE OF HAMPSHIRE
AND AMERICAN BACKFLOW SOLUTIONS, INC ("ABSI")**

This AGREEMENT, made and entered into this _____th day of _____, 2012 and between the VILLAGE OF HAMPSHIRE, an Illinois municipal corporation ("VILLAGE") and American Backflow Solutions, Inc., an Illinois Corporation ("ABSI"). The VILLAGE and ABSI are each referred to herein as a "Party" and sometimes, collectively as the "Parties."

WITNESSETH

WHEREAS, the Village has enacted certain regulations governing cross connections between its water system and its sanitary sewer system; and

WHEREAS, the Illinois Environmental Protection Agency ("IEPA") requires that the Village have in place a procedure for identifying any such cross connections and for enforcing its regulations governing same; and

WHEREAS, ABSI is a firm experienced in administering cross connection control programs in compliance with all applicable laws, including ~~IEPA Illinois Environmental Protection Agency~~ rules and regulations and the Village of Hampshire Municipal Code; and

WHEREAS, the Village should undertake a survey of all water users in the Village to determine the number, description and location of such cross connections in the Village (the "Survey"); and

WHEREAS, such Survey should be addressed to water users in the Village and the response thereto certified and filed by a Certified Cross Connection Control Device Inspector ("CCCDI"); and

WHEREAS, the VILLAGE desires to engage ABSI to assist the Village with the efficient and effective implementation of the VILLAGE's cross connection control program (the "Services"), and

WHEREAS, the Parties desire that ABSI desires to provide such Services ("Services") upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing recitals and of the covenants and conditions hereinafter set forth, the adequacy and sufficiency of which the parties hereto hereby stipulate, the parties agree as follows:

1. INCORPORATION OF RECITALS: The above "Whereas" clauses are expressly incorporated herein as substantive provisions of this Agreement.

2. SCOPE OF WORK AND RESPONSIBILITIES: Each party mutually agrees it they will faithfully discharge its their respective and mutual responsibilities as set forth in this Agreement.

A. In addition to any other responsibilities set forth in this Agreement, the VILLAGE shall:

1. Furnish ABSI with a current water customer billing database, which shall include a current list of all testable Assemblies ~~(i.e. cross connection or backflow devices~~ (each an "Assembly" and collectively, "Assemblies")), which shall identify the type of testable device assembly by; make, model number, serial number, size, hazard and the location address of each such Assembly (the "User Data"). All commercial business data which has been deemed to be acceptable User Data by ABSI shall be exported from the Village's existing software database

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(in excel format) and which has been deemed to be acceptable User Data by ABSI. All residential data shall be provided to ABSI in an excel format which has been deemed to be acceptable User Data by ABSI.

2. Cooperate with ABSI for the purposes of updating User Data and other information to ensure the continuing accuracy of the "Online Data Bbase", defined below, as the Internet location that will be made accessible to registered and certified cross connection device control inspection companies for the purpose of entering test results on Assemblies.

~~Re: Backflow Tracking:~~ In addition to any other responsibilities set forth in this Agreement, ABSI shall:

1. Maintain an Online Data Bbase, defined as the Internet location that will be created by ABSI and made accessible to registered and certified cross connection device control inspection companies for the purpose of entering test results on Assemblies, to provide and insure a functional backflow Assembly tracking system that is easy to understand and use by licensed testers ("Testers") and which meets any and all Illinois Environmental Protection Agency (EPA) requirements.

2. Maintain an internet website (the "Web Site") where Testers shall input all data related to Backflow Tests they conduct within the VILLAGE (the "Test Report").

3. Send two (2) notices to water customers that have Assemblies, advising them whenever their Assembly is due for testing, including the following notices, provided t. The form and content of all notice letters used shall be subject to review, modification, and approval by the VILLAGE.

a. The "Test Due Notice" shall be mailed approximately 30 days prior to the scheduled test date ("Test Date"). The second notice (the "Overdue Notice") shall be sent within two (2) business days after the Test Date has passed if the required Test Report has not been entered in the Online Data Base. The Overdue Notice will advise the water customer of its delinquent test status and recite the penalties which may result from failure to comply with the testing procedure pursuant to the local codes and ordinances.

To facilitate the testing procedure, the Test Due Notice will include the identity of the water customer's last Tester of record, together with all relevant contact information, provided such that information is available to ABSI.

b. At the time the Test Due Notice is mailed to the water customer, ABSI will also transmit a notice to the last Tester of record advising said Tester that the water customer's Assembly is due to be tested (the "Tester Notification"). The Tester Notification is designed to increase test compliance, thereby reducing enforcement costs incurred by the VILLAGE.

4. Transmit a copy of each failing Test Report to the VILLAGE at the pre-designated e-mail address or addresses the next business day after receipt by ABSI.

5. Provide access to the VILLAGE for all records in the Online Database for all Assemblies and Test Reports for properties and users within the VILLAGE, along with the ability to generate reports for status and compliance of all Assemblies and Test Reports.

a. The Village may login to the Online Database to view the list of users who have failed to respond non-responders and/or to print out the list to the Village printer for follow up as it wish they wish.

b. The system shall provide checks "data values" entered by the tester compared to

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against EPA standards for a passing values.

~~c. 6. The Village will have access to all water accounts and to view any account, those 30 days past due, and those 60 days past due. The Village may also view any test report and print out any test report entered into the Online Database system.~~

6. Provide reasonable assistance to the VILLAGE in preparing requested information in the event of an audit or records request by the Illinois Environmental Protection Agency, along with attendance at any meeting with the Illinois Environmental Protection Agency, if requested by the VILLAGE.

~~3. C. In addition, ABSI shall provide the following services: RE-SURVEY-SCOPE-OF-WORK: Follows the same format as stipulated above except as follows:~~

1. Provide a sample Village Pre-Survey Announcement to the Village for review, editing and modification. On finalization the Village will mail the survey announcement to all commercial water accounts. This announcement to be done prior to ABSI's mailing of the 1st Survey Notice. This announcement will recite the applicable IEPA mandate for safe and reliable water, and will ~~and~~ explain ~~that why~~ the Village City has contracted with American Backflow Solutions Inc. to manage this process.

2. Provide the Village with a sample water customer survey notice for review and editing.

3. Mail the 1st Survey Requirement-Notice to all commercial water customers. The survey notice will include a survey form and a list of all active CCCDI's found to be active in the community for competitive pricing.

4. Requires CCCDI's to perform and enter Survey results into the Online Database.

5. Require that the completed Survey to be filed by the user fully will completely document all Assemblies/devices by: make, model, serial number, and location, hazards, at a property, together with ~~As well as identify~~ any hazards or potential hazards and the need for any additional devices at the property.

6. E-mail Upon submittal, each completed Survey upon receipt will be electronically emailed to a designated Village e-mail address, or permit same to may be viewed and may be printed out to the Village printer.

~~7. Review each Survey.~~

8. Upon review, mail to the water customer a Survey Report stipulating any required corrective actions to be taken, in particular, noting that ~~it will also note~~ a permit is required before any work can be done and that a Test Report must be filed with the Online Data Base upon completion of the work.

9. Require that a Test Report be filed in the Online Data Base by the CCCDI upon completion of any repair, maintenance or replacement work performed as a result to the Survey Report to the customer. Devices found to be in need of testing will be required to entered online as stated in the first part.

10. Build a complete electronic database of all the devices found to be a part of the Village ~~your~~ water system.

11. Require payment of the Baseline Data Entry Fee ~~A filing fee of \$20.00~~ per Survey submitted to the Online Data Base, to be ~~is~~ paid by the testing company (CCCDI

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Inspector") when entering the Survey results online before uploading. The fee is meant, which to covers the cost of the ABSI system.

12. Allow ~~for~~ imposition of an village Admin-Fee- Additional Data Entry Charge, which may be imposed in the discretion of the Village, and in accordance with the requirements of Section 13 below, in addition to the base chargefee.

13. ~~90-days after survey notice,~~ Provide the Village a list of non-compliant customers for enforcement follow up, not more than 90 days after date of mailing the 1st Survey Notice.

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4.3. BASELINE DATA ENTRY CHARGE / REPORTING FEE:

A. The VILLAGE acknowledges and agrees that in order for ABSI to provide the services contemplated by this Agreement, ABSI will charge at the sum of \$9.95 (the "Baseline Data Entry Charge") for each Test Report submitted to the Online Data Base. The Baseline Data Entry Charge which shall be paid directly to ABSI by the Tester prior to uploading the test data to the Online Data Base. ABSI shall be fully responsible for the assessment and collection of the Baseline Data Entry Charge.

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B. The Baseline Data Entry Charge for each Survey response will be \$20.00 per survey.

C. The VILLAGE shall require all

~~Testers responding to performing~~ Surveys in its community to post all Test Reports to the Online Data Base for the duration of this Agreement.

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D. In addition, ABSI will charge a reporting fee of \$9.95 (the "Reporting Fee") for each Test Report submitted by any CCCDI to the Online Data Base. The "Baseline Data Entry Charge for each Survey will be \$20.00 per survey."

E. The VILLAGE further agrees that ABSI may elect to increase the Baseline Data Entry Charge, at its sole discretion, effective January 1 of any calendar year, by the amount of any increase in the consumer price index (CPI) then reported current for the Chicago-Gary-Kenosha areaChicago Land Area, provided that ABSI shall provides the VILLAGE and known Testers written notice not less than thirty (30) days prior of such increase.

5-1. COMPLIANCE WITH APPLICABLE LAWS, ORDINANCES, AND REGULATION: ABSI shall comply with all applicable Federal, State, and Local laws, ordinances, rules, regulations and applicable standards for the duration of the VILLAGE'S working relationship with ABSI. For the project specified herein, all work by ABSI shall adhere to all applicable requirements and guidelines.

6-5. TAXES, LICENSES, PERMITS, AND CERTIFICATES: ABSI shall pay all sales, use, property, income, and other taxes that are lawfully assessed against ABSI in connection with ABSI's work included in this Agreement. By law, the VILLAGE is exempt from paying Federal Excise Tax, State and Local Retailers' Occupation Tax, State and Local Service Occupation Tax, Use Tax, and Service Use Tax.

7-6. INDEPENDENT CONTRACTOR: For all purposes under this Agreement, ABSI shall be

deemed to be an independent contractor, solely responsible for the direction, control and payment of all compensation and benefits to its employees, and for compliance with all applicable Federal, State, and local laws. This Agreement does will not establish any relationship of partnership, joint venture, employment, franchise or agency between ABSI and VILLAGE.

8.7. NON-ASSIGNMENT: ABSI shall not assign or subcontract this Agreement or any work there under, to any other person, firm, or corporation, without the prior written consent of the VILLAGE. Such assignment shall not relieve ABSI from its obligations or change the terms of this Agreement. Any and all subcontractors shall be bound to the same terms as ABSI and must supply the same documentation, including insurance requirements.

9.8. EMPLOYEES AND CONDUCT: ABSI shall prohibit any drinking of alcoholic beverages or use of any controlled substances, except by a doctor's prescription, by any of its employees while in the course of performing their duties under this Agreement, not shall any such employee be under the influence of alcohol, or any drug, at such time. In the event that any ~~of~~ ABSI's employees ~~is~~ are deemed by the VILLAGE in its sole discretion to be unfit or unsuitable to perform the services under this Agreement as a result of intoxication ~~or~~ drug use, or by virtue of abusive or obnoxious behavior, then, upon formal, written request of the VILLAGE, ABSI shall remove such employee from work within the VILLAGE and furnish a suitable and competent replacement employee.

10.9. DEFAULT. The occurrence of any one of the following shall constitute a default by either of the Parties hereto:

11.—

A. Failure to comply with any term, provision or condition of this Agreement within the times herein specified, and upon the expiration of the cure period provided in Section 10 below.

B. In the event any representation or warranty of Developer contained herein is not true and correct in any material respect, upon the expiration of the cure period provided in Section 10 below.

C. Violation of the Confidentiality provisions of Section 18 below shall be subject to the remedies set forth therein, without any cure period.

12.10. CURING DEFAULT: In the event of any alleged default or violation of this Agreement, the party not in default or violation shall serve on the Party in default or violation a notice, which notice shall be in writing and shall specify the particular violation or default. The parties hereto reserve the right to cure any violation of this Agreement or default by any of them hereunder within thirty (30) days from written notice of such default; provided, however, that if a default or violation alleged under Section 9(A) above is not reasonably susceptible to cure within such thirty (30) day period, the defaulting party or parties shall have a longer period of time as is reasonably necessary, so long as the defaulting party is acting with due diligence to attempt to cure such default or violation. If such default is so cured to the reasonable satisfaction of the parties hereto after said thirty (30) day period, or within a reasonable cure period as herein defined, all the terms and conditions of this

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Agreement shall remain in full force and effect as if no such violation occurred. Any obligation of the Village to make payments otherwise due hereunder during any default period shall be stayed.

~~PERFORMANCE / DEFAULT:~~ If ABSI fails to observe the established scope of work that has been detailed in the Agreement, or as subsequently agreed by amendment of this Agreement modified in writing, the VILLAGE shall serve notice to ABSI that the items in non-compliance must be rectified and a reasonable timeline for completing the same.

~~13.11.~~ GOOD FAITH DISPUTES WITH RESPECT TO PAYMENTS: In the event of any good faith dispute with respect to any cost for services, VILLAGE shall provide notice of such dispute to ABSI with respect to the cost or fees for such services. In the event that a cost or fee is disputed in accordance with the provisions of this Section, the parties agree that they shall cooperate in good faith to resolve such dispute prior to the due date. In the event that the dispute is not so resolved and unless ABSI agrees otherwise in writing, VILLAGE shall pay all undisputed amounts to ABSI on the due date.

8.

-CONTRACT

~~14.12.~~ TERM / COST / CHANGES IN PRICING: This Agreement shall run for a period of ___ years commencing on, _____, 2012 and ending on December 31, 20___.

~~15.12.~~ PAYMENT. There shall be no subscription fee or other charge due from the VILLAGE to shall pay ABSI for the Services during the Contract Term. the sum (no fee) per calendar year as the annual "Subscription Fee". In the event VILLAGE initially subscribes for a period which is less than a full calendar year, the Subscription Fee will be prorated based on the number of days remaining in the then calendar year. The current Subscription Fee (no fee) per calendar year shall remain in effect for the 2011 and 2012 calendar years. Thereafter, ABSI may elect in its sole discretion to increase the Subscription Fee, effective January 1st of any subsequent calendar year, by the amount of the consumer price index (CPI) then current for the Chicago Gary Kenosha area, provided that ABSI provides the VILLAGE written notice not less than thirty (30) days prior of such increase.

~~16.14.~~ ADDITIONAL DATA ENTRY CHARGE: The VILLAGE may, by ordinance, assess a separate charge (the "Additional Data Entry Charge") in addition to ABSI's ~~S~~ Baseline Data Entry Charge in order to cover the VILLAGE costs associated with the staff time and costs required for the cross connection control program and requirements under the Agreement, and may increase same from time to time. In the event the VILLAGE provides written notice to ABSI of such Additional Data Entry Charge, or an increase in said charge, to the rate, such amount shall be added to the Baseline Data Entry Charge on the first day of the next month following such notice, and shall be a part of the payment collected directly by ABSI from each Tester. ABSI shall remit all Additional Data Entry Charge funds that are collected on behalf of the VILLAGE to the VILLAGE via check by the 15th of each month from the preceeding month's collections, at no additional cost to the VILLAGE. Upon request, ABSI shall provide any reasonable documentation requested by the VILLAGE to substantiate the funds being remitted from the assessment of the Additional Data Entry

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Charge.

17.15. WARRANTIES: ABSI and VILLAGE represent and warrant each to the other Party as to themselves that (i) each respectively has they have all legal and corporate right and authority to enter into this Agreement and to provide and use the Services as provided hereunder; (ii) the performance of this Agreement does not and will not violate any applicable laws, regulations or cause a breach of any agreements with any third parties; and (iii) that the undersigned individual signing for a Party has been duly authorized to execute and deliver this Agreement to the other Party is authorized to be executed by the undersigned individual on behalf of ABSI and VILLAGE.

18.16. LICENSE GRANT: VILLAGE hereby grants to ABSI a non-exclusive right and license to use the User Data solely for the purposes set forth in this Agreement. ABSI will not use the User Data except for the purpose of performing this Agreement and, to the extent such is reasonably necessary, for maintaining its equipment and facilities in connection with the provision of the Services.

17. NOTICE: All notices required pursuant to this Agreement shall be either i) personally delivered; or ii) sent by certified mail, return receipt requested; or iii) sent by overnight courier service, as follows:

To ABSI: ABSI, Inc.
815 E Oakwood Road
Lake Zurich, IL 60147
ATTN: Daniel Harbut

To the Village: Village of Hampshire
234 South State Street
P.O. Box 234
Hampshire, IL 60140
ATTN: Village Administrator

With copy to: Mr. Mark Schuster
Village Attorney
Bazos, Freeman, Kramer, Schuster, Vanek & Kolb, LLC
1250 Larkin Avenue #100
Elgin, IL 60123

or at such other address as any party may, from time to time, prescribe in a notice provided pursuant to the requirements of this Section. Personal service shall be effective as of the date of delivery; service by mail shall be effective two days after date of mailing; and service by overnight courier shall be effective on date of delivery.

19.18. NONDISCLOSURE OF CONFIDENTIAL INFORMATION: Each party acknowledges acknowledges that it will have access to certain non-public information of the other party, which may include information concerning the other party's business, plans, customer lists, technology, products, User Data, and information in tangible or intangible form that is marked or otherwise designated as confidential or otherwise ("Confidential Information"). The term "Confidential Information" shall also

also include any business, plans, customer lists, technology, products, User Data, and other information received from the Village's water users / customers.

A. Each party agrees that it will not disclose any such Confidential Information ~~the information~~ to any third party and furthermore, that it will limit access to the Confidential Information to those employees and agents who have a demonstrable need to know, including that Party's attorneys, accountants, or other professional advisors, as reasonably necessary, and ~~(except as required by law or to that party's attorney, accountant and other advisors as reasonably necessary)~~. In addition, each party agrees that it will not use the Confidential Information except as expressly provided in this Agreement, or as otherwise required to achieve the express purposes contemplated hereby, and will take all reasonable precautions to protect the confidentiality of the information, with measures at least as stringent as each it employs to protect its own Confidential Information.

B. Information will not be deemed Confidential Information hereunder if such information (i) is known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (ii) becomes known independently of disclosure by the disclosing party to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the receiving party; or (iv) is independently developed by the receiving party.

C. The receiving party may disclose Confidential Information pursuant to the requirements of a governmental agency or the requirements by operation of law, provided, such receiving party shall give but should provide the disclosing party reasonable prior-written notice prior to disclosure, or notices sufficient to permit the disclosing party to contest such disclosure.

D. The Village acknowledges and agrees that, in the event of any breach of this Confidential Information clause, the Disclosing Party would be irreparably and immediately harmed and could not be made whole by monetary damages, the amount of which would be difficult to ascertain. Accordingly, it is agreed that, in addition to any other remedy to which it may be entitled at law or in equity, the Disclosing Party shall be entitled to an injunction or injunctions (without proof of actual damages, and without the posting of any bond) to prevent breaches or threatened breaches of this Agreement and/or to the remedy of specific performance of this Agreement, and that the Receiving Party will not oppose the granting of such relief upon appropriate pleadings and proofs. The cure period otherwise described in Section 10 above shall not apply to any alleged or proven breach or violation of this Confidential Information clause.

19. Miscellaneous Provisions:

A. Law Governing. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

B. Time. Time is of the essence under this Agreement and all time limits set forth are mandatory and cannot be waived except by a lawfully authorized and executed written waiver by the party excusing such timely performance, except for delays caused by force majeure.

C. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Village and Developer and their respective successors and assigns.

D. No Waiver or Relinquishment of Right to Enforce Agreement. Failure of any party of this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

E. Village Approval or Direction. Where Village approval or direction is required by this Agreement, such approval or direction means the approval or direction of the Corporate Authorities of the Village, unless otherwise expressly provided or required by law, and any such approval may be required to be given only after and if all requirements for granting such approval have been met, unless such requirements are inconsistent with this Agreement.

F. Section Headings and Subheadings. All section headings or other headings in this Agreement are for general aid of the reader and shall not limit the plain meaning or application of any of the provisions thereunder whether covered or relevant to such heading or not.

G. Merger; Amendment. This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between Developer and the Village relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, expressed or implied, between them, other than those that are herein set forth. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced in writing and signed by them.

H. Severability. If any provision of this Agreement is held invalid by a court of competent jurisdiction or in the event such a court shall determine that the Village does not have the power to perform any such provision, such provision shall be deemed to be excised from this Agreement, and the invalidity thereof shall not affect any of the other provisions contained herein, and such judgment or decree shall relieve the Village from performance under such invalid provision of this Agreement; provided, however, if the judgment or decree relieves the Village of its monetary obligations under this Agreement, then Developer will be relieved of its monetary and reporting requirements hereunder. If the Village is relieved only partially of its monetary obligations hereunder, Developer shall remain bound by all applicable reporting requirements and an equal portion of its monetary obligations.

I. Execution of Agreement. This Agreement shall be signed last by the Village and the President of the Village shall affix the date on which he signed this Agreement on Page 1 hereof, which date shall be the effective date of this Agreement. This Agreement may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.

--- Signature Page next follows this page ---

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

AMERICAN BACKFLOW SOLUTIONS, INC.

An Illinois corporation

~~politic and corporate~~

By: _____

Name: Daniel J. Harbut

Title: President

Name:

Title:

VILLAGE OF HAMPSHIRE

~~an Illinois municipal corporation a body~~

by: _____

Jeffrey R. Magnussen

Village President

Address:

815-E Oak wood Road

Lake Zurich, IL 60047

Ph: 847 540 9910

Fax: 847 540 9954

Address:

234 South State Street


Hampshire, IL 60140

Ph: 847-683-2181

Fax: 847-683-4915

AGENDA SUPPLEMENT

TO: President Magnussen and Village Board

FROM: Doug Maxeiner, Village Administrator 

FOR: July 19, 2012 Village Board Meeting

RE: Discussion of the “Way Finding” Sign Plan and the Businesses to Include on the Directional Signs

At the last Village Board meeting, a list of potential businesses and points of interest was provided for the way finding sign program. The Board was asked to review the list and be prepared to discuss the matter at the meeting on 19th.

As shared last week, the list was developed through a windshield survey of the planned service area. Businesses that had signs visible from the street were included in the inventory. In addition, points of interest have been included for parks, places of worship, and governmental buildings (i.e., fire station, post office, township offices, and wastewater treatment plant).


Staff is looking for direction on how to proceed with the way finding sign plan.

Downtown Way Finding Signs
Inventory of Businesses and Places of Interest

W. Jackson	Fredrick Funeral Home (284 Park Street)
E. Jefferson	Little People Playtime Preschool (441 E. Jefferson) Ralph Seyller Community Park (400 E. Jefferson) St. Charles Borromeo School and Church (296 E. Jefferson) Block's Country Market and Butcher Shop (199 Maple St.) Mid-Town Beauty Shop (141 Maple St.)
W. Jefferson	Bruce Ream Memorial Park (400 W. Jefferson) Zion United Methodist Church (157 W. Jefferson)
Rinn Ave.	Hampshire Fitness Center (102 Park St.) Tiffene's Pampered Pet Salon (102 C Park St.) Hampshire Animal Hospital P.C. (126 Park St.)
E. Washington	The Kave (123 E. Washington) Laundromat/Wash-N-Wags Dog Grooming (126 E. Washington) Post Office (196 E. Washington) Hampshire Township Fire Protection District (202 E. Washington) Faithway Baptist Church (195 E. Washington) Studio A (122 E. Washington)
Mill	Hampshire Township (100 Center St.) Getz Auto Body Repair/Getz Hot Rod Innovations (196 Mill) RK Quality Services – Auto & Truck Repair (196 Mill) Peterson Propane Company (261 Mill) Hennig Dairy Supplies (214 Mill) Pets at Peace Crematoria (300 Klick #B) Jeff's Auto Repair (218 Mill) Hampshire Wastewater Treatment Plant (350 Mill)
Keyes	Lil' Wonders Day Care (220 Keyes) Pet Ag (255 Keyes) Bestler Corporation Plumbing (246 Keyes) Stanley Machining and Tool Corporation (200 Stanley) RPS Products (281 Keyes) W S Hampshire (365 Keyes)

AGENDA SUPPLEMENT

TO: President Magnussen and Village Board

FROM: Doug Maxeiner, Village Administrator 

FOR: July 19, 2012 Village Board Meeting

RE: An Ordinance Establishing Certain Regulations for Registration of Video Gaming Terminals to be Placed or Located in the Village

Background. In July of 2009, the Video Gaming Act was enacted by the State of Illinois as one means to pay for an expansive capital projects program. However, the state rules and regulations under which video gaming operators are to operate were delayed until now with an expected release in August of 2012. The Illinois Gaming Board appears ready to license and authorize video gaming in local establishments if municipalities have not prohibited video gaming within the entity. Currently, there are a few sections of the municipal code in Hampshire that can be interpreted as prohibiting video gaming. As such, if the Village Board wants to allow video gaming in Hampshire, an ordinance should be approved allowing video gaming.

Analysis. The Village Attorney has prepared the attached ordinance allowing the Village to require registration of video gaming machines and to remove the prohibitions against video gaming currently contained in the Village Code. Upon approval of the proposed ordinance, the Village will be positioned to proceed with the registration of video gaming machines and to allow the operation of video gaming machines within the municipality in accordance with the Video Gaming Act.

Staff has also provided a condensed frequently asked questions handout from the Illinois Municipal League. As listed in the handout, video gaming devices will be allowed in establishments with a current liquor license, fraternal organizations, veteran's establishments, and truck stops. No more than five machines are allowed in any one establishment and there are a number of other restrictions on the operation of the machines such as location within the establishment, hours of operations, and age restrictions to name a few. The benefit to the Village could be approximately \$2,250 per machine according to projections used by the Illinois Municipal League.

Recommendation. Staff recommends approval of the attached ordinance to establish certain regulations for the registration and operation of video gaming terminals in the Village.

No. 12 - _____

**AN ORDINANCE
ESTABLISHING CERTAIN REGULATIONS FOR REGISTRATION OF VIDEO
GAMING TERMINALS TO BE PLACED OR LOCATED IN THE VILLAGE**

WHEREAS, the State of Illinois General Assembly has enacted certain regulations which would allow the placing, location and operation of video gaming terminals in the Village, Illinois Video Gaming Act, 230 ILCS 40/5-1-1 et seq. (the "Act"); and

WHEREAS, under the Act, video gaming terminals may be placed in only the following establishments: local establishments holding a valid state liquor license; a licensed truck stop; a licensed fraternal organization, or a licensed veterans organization; and

WHEREAS, in any local establishment holding a valid state liquor license, such video gaming terminals may be operated only during the hours of operation otherwise allowed for the liquor establishment under its local liquor license; and

WHEREAS, the Video Gaming Act also restricts the location of such video gaming terminals within any such establishment; and

WHEREAS, the Village may impose a fee not to exceed twenty-five (\$25.00) dollars for each video gaming terminal to be located within the Village; and

WHEREAS, the Corporate Authorities deem it necessary and advisable to provide for the annual registration of video gaming terminals to be placed in the Village; and

WHEREAS, the Illinois Gaming Board otherwise has jurisdiction over and supervision of all gaming operations governed by the Act.

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 of 1985, as previously amended, shall be and is hereby further amended to provide for registration of video gaming terminals in the Village, in accordance with the provisions of the Illinois Video Gaming Act, 230 ILCS 40/5-1-1 et seq., in words and figures as follows:

CHAPTER 4	BUSINESS REGULATIONS
ARTICLE 23	VIDEO GAMING

4-23-1: Definitions. The terms used herein, including but not limited to "video gaming location" and "video gaming terminal," shall be defined as set forth in the Illinois Video Gaming Act, 2340 ILCS 40/5--1-1 et seq., as now in effect and as hereafter amended.

4-23-2: Registration Required.

A. The owner of any video gaming location in the Village shall be required to register each video gaming terminal to be placed at such location.

B. For each video gaming terminal to be located in the Village, an application for registration shall be filed by the following, as may be applicable:

1. The holder of the liquor license for the premises of a licensed establishment
2. An authorized representative of the licensed truck stop
3. An authorized representative of the licensed fraternal organization.
4. An authorized representative of the licensed veteran's organization

C. The Village Clerk shall provide a form for such application, and the applicant shall provide in full such information as is requested by the Village on such form.

4-23-3: Registration Fee. The annual fee for the registration required by this Article shall be paid upon filing an application, shall be non-refundable, shall not be prorated, and shall be as follows:

Video gaming terminal registration, annual fee \$25.00

4-23-4: Issuance; Expiration. Any registration authorized under this Article shall be for a calendar year, or the pertinent portion thereof; shall terminate on the last day of December of the year of registration; and shall be renewable upon receipt and approval of a proper application therefor.

4-23-5: Penalty. The penalty for any violation of the provisions of this Article shall be a fine of not more than \$750.00 for each offense. Each day an offense occurs or continues shall be considered a new offense.

Section 2. The Hampshire Municipal Code of 1985, as amended, shall be and is further amended in regard to the following provisions of the Code regarding gambling in the Village:

CHAPTER 3

ALCOHOLIC LIQUOR

ARTICLE 1

LICENSE

SECTION 3-1-5:

RESTRICTIONS ON LICENSES

No alcoholic liquor license shall be issued to:

A. A person who is not a resident of any city, village or county in which the premises covered by the license is located; except in case of railroad or boat licenses.

B. A person who is not of good character and reputation in the community in which he resides.

C. A person who is not a citizen of the United States.

D. A person who has been convicted of a felony under any Federal or State law, unless the Commission determines that such person has been sufficiently rehabilitated to warrant the public trust, after considering matters set forth in such person's application and the Commission's investigation. The burden of proof of sufficient rehabilitation shall be on the applicant.

E. A person who has been convicted of being the keeper or is keeping a house of ill fame.

F. A person who has been convicted of pandering or other crime or misdemeanor opposed to decency and morality.

G. A person whose license under this Article had been revoked for cause.

H. A person who, at the time of application for renewal of any license issued hereunder would not be eligible for such license upon a first application.

I. A co-partnership, if any general partnership thereof, of any limited partnership thereof, owning more than five percent (5%) of the aggregate limited partner interest in such co-partnership would not be eligible to receive a license hereunder for any reason other than residence within the political subdivision, unless residency is required by local ordinance.

J. A corporation, if any officer, manager or director thereof, or any stockholder or stockholders owning in the aggregate more than five percent (5%) of the stock of such corporation, would not be eligible to

receive a license hereunder for any reason other than citizenship and residence within the political subdivision.

K. A corporation, unless it is incorporated in Illinois or unless it is a foreign corporation which is qualified under the "business corporation act of 1983" to transact business in Illinois.

L. A person whose place of business is conducted by a manager or agent unless the manager or agent possesses the same qualifications required by the licensee.

M. A person who has been convicted of a violation of any federal or state law concerning the manufacture, possession or sale of alcoholic liquor, subsequent to the passage of this article or has forfeited his bond to appear in court to answer charges for any such violation.

N. A person who does not beneficially own the premises for which a license is sought, or does not have a lease thereon for the full period for which the license is to be issued.

O. Any law enforcing public official, including members of local liquor control commissions, any mayor, alderman, or member of a city council or commission, any president of a village board of trustees, any member of a village board of trustees, or any president or member of a county board; and no such official shall be interested directly in the manufacture, sale or distribution of alcoholic liquor, except that a license may be granted to such official in relation to premises which are not located within the territory subject to the jurisdiction of that official if the issuance of such license is approved by the state liquor control commission.

P. A person who is not a beneficial owner of the business to be operated by the licensee.

Q. A person who has been convicted of a gambling offense as prescribed by any of Sub-sections (a)(3) through (a)(10) of Section 28-1, or as prescribed by Section 28-3, of the "Criminal Code of 1961", approved July 28, 1961, as heretofore or hereafter amended, or as prescribed by any statute replacing any of the aforesaid statutory provisions; or as prescribed by the Illinois Video Gaming Act, 230 ILCS 40/5-1-1 et seq., as now in effect or as hereafter amended.

R. A person to whom a federal gaming device stamp or a federal wagering stamp has been issued by the federal government for the current tax period.

S. A co-partnership to which a federal gaming device stamp or a federal wagering stamp has been issued by the federal government for the current tax period, or if any of the partners have been issued a federal gaming device stamp or federal wagering stamp by the federal government for the current tax period.

T. A corporation, if any officer, manager or director thereof, or any stockholder owning in the aggregate more than twenty percent (20%) of the stock of such corporation has been issued a federal gaming device stamp or a federal wagering stamp for the current tax period.

U. Any premises for which a federal gaming device stamp has been issued by the federal government for the current tax period. (Ord. 97-30, 9-18-1997)

CHAPTER 3	ALCOHOLIC LIQUOR
ARTICLE 1	LICENSES
SECTION 3-1-17	OFFENSES BY LICENSEE

No licensee under the provisions of this Chapter shall either individually or through his agents or employees do any of the following:

* * *

D. Other Offenses:

1. Sell any items of intimate apparel including lingerie, undergarments, sleepwear or swimsuits;
2. Permit any card playing, games of chance, or gambling on the premises, except as otherwise allowed by the Illinois Video Gaming Act, 230 ILCS 5/40-1 et seq., as now in effect or as hereafter amended.

CHAPTER 4	BUSINESS REGULATIONS
ARTICLE 7	COIN OPERATED AMUSEMENT DEVICES
SECTION 4-7-1	DEFINITIONS

COIN OPERATED AMUSEMENT DEVICES: Apparatus used by a consumer which, in return for the payment of a fee, provides the user with

diversion or amusement by physical and/or mental competition conducted in accordance with prescribed rules or conditions. The term includes, whether manually or electrically operated or a combination thereof, all slot machines of every kind and nature, all amusement machines, whether purporting to be games of skill or otherwise, for which a fee or charge is made for the privilege of playing or operating the machine, but excluding all standard vending machines used in connection with the purchase of standard brands of merchandise, and further excluding jukeboxes for which a fee is paid for the selection of music desired, and further excluding all machines which, under the laws of the State of Illinois, are gambling devices, including video gaming terminals as defined in the Illinois Video Gaming Act, 230 ILCS 5/40-1 et seq., as now in effect or as hereafter amended.

PROPRIETOR: Any person who, as the owner, lessee or proprietor, has under his control any establishment, place or premises in or at which such coin operated amusement devices are placed or kept for use or play, or on exhibition for the purpose of use or play by persons other than the owner or proprietor of such device and his immediate family. (1985 Code)

CHAPTER 4	BUSINESS REGULATIONS
ARTICLE 7	COIN OPERATED AMUSEMENT DEVICES
SECTION 4-7-7	LICENSE RESTRICTIONS

A. It shall be unlawful for the licensee to permit such noise, either by mechanical means or on the part of the patrons, which shall cause a disturbance of the peace to the adjacent and surrounding properties and uses.

B. The licensee shall provide adequate and orderly parking for all bicycles and shall keep the front of the premises unobstructed so that the sidewalks are clear and open to pedestrian traffic.

C. Nothing in this Chapter shall be construed to authorize, permit or license any gambling device, including any video gaming terminal as defined in the Illinois Video Gaming Act, 230 ILCS 5/40-1 et seq., as now in effect or as hereafter amended.

CHAPTER 4	BUSINESS REGULATIONS
ARTICLE 19	CARNIVALS

SECTION 4-19-2

PROHIBITED CONDUCT

A. It shall be unlawful for any person who owns or operates a game concession at a carnival to obtain money by deception from another, whether by means of one or more hidden mechanical devices or obstructions, or by any other means, with intent to diminish the chance of such person to win a prize.

B. It shall be unlawful for any person who uses, manufactures or sells at a carnival within the village a mechanical device or obstruction for a game concession at a carnival to know or have reason to know it will be used to diminish the chance of any patron to win a prize.

C. It shall be unlawful for any person to own or operate a game of "razzle dazzle" at a carnival.

D. It shall be unlawful for any person to own or operate at a carnival any game other than a game of skill open to the public and operated for profit in which the patron pays a fee for participating and may receive a prize upon a later happening.

E. It shall be unlawful for any person to set up or operate at a carnival any gambling device, lottery, number or paddle wheel, number board, punchboard or other game of chance, including any video gaming terminal, as defined in the Illinois Video Gaming Act, 230 ILCS 40/5-1-1 et seq., as now in effect or as hereafter amended, or any lewd, lascivious or indecent show or attraction making an indecent exposure of the person, or suggesting lewdness or immorality. (Ord. 07-15, 3-8-2007)

CHAPTER 4

BUSINESS REGULATIONS

ARTICLE 15

ADULT ENTERTAINMENT

SECTION 4-15-9

LICENSE ADMINISTRATION

* * *

B. Suspension:

1. The village may suspend a license for a period not to exceed thirty (30) days if, after a hearing pursuant to subsection F of this section, it determines that a licensee or an employee of a licensee:

a. Violated or is not in compliance with any section of this article;

b. Refused to allow an inspection of the adult entertainment establishment business premises as authorized by this article; or

c. Knowingly permitted gambling by any person on the adult entertainment establishment business premises, including any violation of the Illinois Video Gaming Act, 230 ILCS 40/5-1-1 et seq., as now in effect or as hereafter amended.

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 take effect upon its passage and approval according to law.

ADOPTED this _____ day of _____, 2012, by roll call vote as follows:

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

APPROVED this _____ day of _____, 2012.

Jeffrey R. Magnussen
Village President

ATTEST:

Linda Vasquez
Village Clerk

VILLAGE OF HAMPSHIRE

APPLICATION FOR VIDEO GAMING TERMINAL(S)

Applicant _____

Address _____

Telephone Number: _____

E-mail Address: _____

Number of Video Gaming Terminals: _____

Location(s) of Terminal(s): Attach diagram of premises showing location(s) of terminal(s)

State-issued License Attach copy of license issued to you by the Illinois Gaming Board

Terminal Operator:

Name _____

Address: _____

State License for Video Gaming Terminals:

No. _____

No. _____

No. _____

No. _____

No. _____

FOR VILLAGE USE ONLY:

DATE: _____

FEE PAID: _____ Terminals x \$25.00 = \$ _____

APPROVED: _____

Village of Hampshire



QUESTIONS AND ANSWERS ON THE NEW VIDEO GAMING ACT

The Video Gaming Act, enacted on July 13, 2009, legalizes the use of video gaming terminals in specific land locations in Illinois. The new Act was adopted by three separate pieces of legislation. House Bill 255 (P.A. 96-34) created the new Act, but before becoming law, that bill was amended by two different trailer bills – House Bill 2424 (P.A. 96-37) and Senate Bill 349 (P.A. 96-38). The IML Staff has prepared a document that consolidates the language found in the three pieces of legislation, which is located on our web site at www.iml.org. Other states that allow video gaming outside a casino or racetrack include Louisiana, Montana, Nevada, Oregon and South Dakota.

Many of the provisions of this new Act will impact local governments and local businesses. This document is intended to answer the most frequent questions that municipal officials may raise. It is important that municipal officials consult with their attorney for specific actions that may arise from the implementation of the Video Gaming Act.

The law allows for the placement of “video gaming terminals”. What is a video gaming terminal?

A video gaming terminal is any electronic game machine that, upon insertion of cash, is available to play or simulate the play of a video game, such as video poker, line up and blackjack, using a video display and microprocessors in which the player may receive free games or credits that can be redeemed for cash. The term does not include a machine that directly dispenses coins, cash, or tokens or that is only for amusement purposes.

Who regulates the machines and the operators of those machines?

The Illinois Gaming Board has jurisdiction over and shall supervise all gaming operations under this Act. Municipalities are not responsible for administering or enforcing the provisions of this Act. The Illinois Municipal League will be monitoring all rulemakings proposed by the Illinois Gaming Board pertaining to the implementation of this Act to be sure that no local mandates are adopted under the rulemaking procedure.

Where may these video gaming machines be located?

The statute specifically defines four types of establishments where video gaming machines are allowed:



- Licensed establishment – a licensed retail establishment where alcoholic liquor is served for consumption on the premises such as a bar or restaurant;
- Licensed fraternal establishment – a qualified fraternal organization that derives its charter from a national fraternal organization;
- Licensed veterans establishment – a qualified veterans organization that derives its charter from a national veterans organization; and
- Licensed truck stop establishment – a facility that is at least 3 acres with a convenience store and with separate diesel islands for fueling and parking commercial motor vehicles.

What are the restrictions on the operation of these video gaming machines?

The statute sets forth a number of requirements for the operation of these games, the more prominent restrictions are:

- Location restrictions—Video gaming terminals may not be operated on any premises that is (i) located within 1,000 feet of a horse racing or riverboat gambling facility or (ii) located within a 100 feet of a school or a place of worship.
- Number of machines—There may not be more than five machines on any premises.
- Location of machines—Video gaming terminals must be located in an area that is restricted to persons over 21 years of age. The entrance to that area must be within the view of at least one employee.
- Age restrictions—No licensee may cause or permit any person under the age of 21 years to use or play a video gaming terminal.
- Liquor license required—Each premises establishment must possess a valid liquor license issued by the Illinois Liquor Control Commission.
- Hours of operation—Those premises that are licensed establishments, licensed fraternal establishments, and licensed veterans establishments may operate video gaming terminals only during the hours of operation for the consumption of alcohol at that premises. There appears to be no limit on the hours of operation for licensed truck stop establishments.
- Additional regulations—The Illinois Gaming Board may adopt rules that add additional restrictions or conditions on the placement or operation of the video gaming machines.

Can municipalities prohibit video gaming in their community?

The statute identifies two ways by which video gaming may be prohibited in a municipality:

- The corporate authorities may pass an ordinance prohibiting video gaming within the corporate limits. Also, a county may pass an ordinance prohibiting video gaming in the unincorporated areas of the county.
- A petition containing not less than 25% of the legal voters of that municipality may be filed with the clerk at least 90 days prior to the election. If this occurs, then a proposition will be placed on the ballot asking whether video gaming shall be prohibited. If a majority of the voters voting in the election vote



“Yes,” then video gaming is prohibited in that community. A similar referendum may be held in a county, but it is unclear from the language whether the prohibition would apply countywide or just in the unincorporated areas of the county.

Can a municipality impose other restrictions on video gaming?

The statute is silent as to whether the municipality may impose stricter standards for the operation of video gaming than what is set forth in the Act. It should be noted that the Act does not preempt any home rule powers.

Can a ‘dry’ community have video gaming under this Act?

No. A precondition for licensure is that the premises possess a valid liquor license. Additionally, video gaming may only be conducted during the legal operations allowed for the consumption of alcohol at licensed establishments, licensed fraternal establishments, and licensed veterans establishments.

What about existing amusement games that are currently in operation?

The new law makes it a felony to own, operate, or possess any device that “awards credits and contains a circuit, meter, or switch capable of removing and recording the removal of credits when the award of credits is dependent upon chance.” A video gaming terminal that is operated only for amusement and that bears an amusement tax sticker is not subject to the prohibition until the earlier of (i) the expiration of the tax sticker or (ii) the Gaming Board’s establishment of a central communications system.

This prohibition could lead to the loss of some tax revenue for coin-operated amusement devices under Section 11-55-1 of the Illinois Municipal Code.

Is there a tax on these machines and do municipalities receive any of the revenue?

A tax of 30% is imposed on the net income from each video gaming terminal. The State collects the tax. Of the tax collected, one-sixth goes to the unit of local government where the machine is located. According to a report titled “*The Estimated Revenues from a New Video Gaming Tax in Illinois*” by the firm of Arduin, Laffer & Moore Econometrics, a reasonable median projection for the net income per machine is \$45,000 per year. Using this projected income, the total tax per machine would be \$13,500 per year, and the municipal share of that tax would be \$2,250 per year. Therefore, for each establishment with the maximum number of five machines, a municipality will generate an estimated \$11,250 in tax revenue per year.

The unit of local government may use the proceeds of that tax for any general corporate purpose authorized for that municipality or county.



Can the municipality impose a fee on the video gaming terminals?

Yes. A non-home municipality may not impose a fee in excess of \$25 per terminal per year. There is no limitation in the statute on these fees imposed by Home Rule Municipalities. Adoption of this fee by the corporate authorities is necessary.

What are the penalties for violating the provisions of this Act?

Depending on the violation, the penalties range from a petty offense with a fine not to exceed \$100 to a Class 4 felony. Also, for certain offenses, the establishment may lose its licenses to operate video gaming and to serve or sell alcohol.

When is it likely for us to start seeing these machines in Illinois?

This legislation has an immediate effective date. However, the Illinois Gaming Board has 60 days to adopt an emergency rulemaking to implement this program. In a recent article in the Chicago Sun-Times, Aaron Jaffe, Chairman of the Illinois Gaming Board, indicated that the 60-day deadline is a big problem. He also stated that there is no appropriation for the implementation of this program. According to the article, it is likely to take anywhere from 12 – 18 months if not longer.



VILLAGE OF HAMPSHIRE

Accounts Payable

July 19, 2012

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

Total: \$ 151,780.20

To be paid by the Village Treasurer on or before
July 31, 2012

Village President: _____

Attest: _____

Village Clerk: _____

Date: _____

DATE: 07/17/2012
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VILLAGE OF HAMPSHIRE
 OPEN INVOICES REPORT

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BATCH # 070212

VENDOR #	INVOICE #	INVOICE STATUS	ACCOUNT NUMBER	INVOICE DATE	P.O.#	BATCH	DUE DATE PROJECT	INVOICE AMT/ ITEM AMT
B&F	B&F TECHNICAL CODE SERVICES							
	35150	AB		07/17/2012		070212	07/17/2012	392.34
	01 INV#35150		01-001-002-4390		BLDG. INSP. SERVICES			392.34
	35224	AB		07/17/2012		070212	07/17/2012	1,125.00
	01 INV#35224		01-001-002-4390		BLDG. INSP. SERVICES			1,125.00
							VENDOR TOTAL:	1,517.34
BLCR	HEALTH CARE SERVICES							
	JULY 2012	AB		07/16/2012		070212	07/16/2012	24,574.34
	01 MED ADM		01-001-001-4031		EMPLOYER HEALTH INS.			1,453.74
	02 DENT ADM		01-001-001-4033		EMPLOYER DENTAL INS.			90.31
	03 MED POLICE		01-002-001-4031		EMPLOYER HEALTH INS.			12,505.63
	04 DENT POLICE		01-002-001-4033		EMPLOYER DENTAL INS.			1,048.46
	05 MED STREET		01-003-001-4031		EMPLOYER HEALTH INS.			4,854.94
	06 DENT STREET		01-003-001-4033		EMPLOYER DENTAL INS.			388.77
	07 MED WATER		30-001-001-4031		EMPLOYER HEALTH INS.			743.02
	08 DENT WATER		30-001-001-4033		EMPLOYER DENTAL INS.			75.20
	09 MED SEWER		31-001-001-4031		EMPLOYER HEALTH INS.			3,197.73
	10 DENT SEWER		31-001-001-4033		EMPLOYER DENTAL INS.			216.54
							VENDOR TOTAL:	24,574.34
BP	BPGAS							
	34918196	AB		07/16/2012		070212	07/16/2012	2,593.30
	01 ACCT#4990222749		01-002-003-4660		GASOLINE/OIL			2,593.30
							VENDOR TOTAL:	2,593.30
CARD	CARDUNAL OFFICE SUPPLY							
	542389-0	AB		07/17/2012		070212	07/17/2012	75.92
	01 INV#542389-0		01-001-003-4650		OFFICE SUPPLIES			75.92
							VENDOR TOTAL:	75.92
CHINTR	CHICAGO INTERNATIONAL TRUCK							
	1106589A	AB		07/17/2012		070212	07/17/2012	1,528.92

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VILLAGE OF HAMPSHIRE
 OPEN INVOICES REPORT

BATCH # 070212

VENDOR #	INVOICE #	INVOICE STATUS	ACCOUNT NUMBER	INV. DATE	P.O.#	BATCH	DUE DATE PROJECT	INVOICE AMT/ ITEM AMT
	01		01-003-002-4110					1,528.92
								VENDOR TOTAL: 1,528.92
COED2	CONCEPT DESIGN GROUP 6933	AB		07/16/2012		070212	07/16/2012	145.00
	01		01-001-003-4650					145.00
								VENDOR TOTAL: 145.00
COED2	COMED JULY 2012	AB		07/16/2012		070212	07/16/2012	6,164.21
	01		01-003-002-4260					162.49
	02		01-003-002-4260					1,020.27
	03		01-003-002-4260					3.66
	04		01-003-002-4260					1,614.89
	05		01-003-002-4260					10.93
	06		01-003-002-4260					15.67
	07		30-001-002-4260					70.82
	08		30-001-002-4260					266.33
	09		30-001-002-4260					157.26
	10		30-001-002-4260					243.56
	11		30-001-002-4260					82.37
	12		30-001-002-4260					1,483.38
	13		30-001-002-4260					564.30
	14		30-001-002-4260					134.11
	15		30-001-002-4260					135.09
	16		30-001-002-4260					199.08
								VENDOR TOTAL: 4,388.93
	JULY 2012A	AB		07/17/2012		070212	07/17/2012	4,388.93
	01		01-003-002-4260					1,534.06
	02		01-003-002-4260					10.85
	03		01-003-002-4260					15.67
	04		30-001-002-4260					315.07
	05		30-001-002-4260					265.76
	06		30-001-002-4260					1,043.27
	07		30-001-002-4260					80.44
	08		30-001-002-4260					122.17
	09		30-001-002-4260					160.70
	10		30-001-002-4260					106.60
	11		30-001-002-4260					620.64

BATCH # 070212

VENDOR #	INVOICE #	INVOICE STATUS	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O.#	BATCH	DUE DATE PROJECT	INVOICE AMT/ ITEM AMT
	07		HA1031 INV#51138	01-001-002-4361	ENGINEERING SERVICES - R				55.00
	08		HA1105 INV#51139	31-001-002-4360	ENGINEERING SERVICES				849.00
	09		HA1111 INV#51140	31-001-002-4360	ENGINEERING SERVICES				252.00
	10		HA1118 INV#51141	30-001-002-4360	ENGIN.SERVICE/MAPS/ION E				1,591.50
	11		HA1120 INV#51142	31-001-002-4360	ENGINEERING SERVICES				1,008.00
	12		HA1128 INV#51143	01-001-002-4361	ENGINEERING SERVICES - R				142.00
	13		HA1129 INV#51144	01-001-002-4360	ENGINEERING SERVICES - V				108.00
	14		HA1200 INV#51145	01-001-002-4360	ENGINEERING SERVICES - V				847.50
	15		HA1204 INV#51146	31-001-002-4360	ENGINEERING SERVICES				2,827.50
	16		HA1207 INV#51147	01-001-002-4361	ENGINEERING SERVICES - R				2,524.75
	17		HA1209 INV#51148	01-001-002-4361	ENGINEERING SERVICES - R				142.00
	18		HA1214 INV#51149	01-001-002-4361	ENGINEERING SERVICES - R				540.00
	19		HA1217 INV#51150	01-001-002-4360	ENGINEERING SERVICES - V				1,173.00
	20		HA1218 INV#51151	01-001-002-4361	ENGINEERING SERVICES - R				345.00
	21		HA1219 INV#51152	01-001-002-4360	ENGINEERING SERVICES - V				315.00
								VENDOR TOTAL:	17,335.56
EV2GO	EVERYTHING2GO.COM								
	EL185A18-INV	AB			07/17/2012		070212	07/17/2012	765.00
	01 INV#EL185A18-INV			01-002-005-4906	EQUIPMENT				765.00
								VENDOR TOTAL:	765.00
FMCC	FORD MOTOR CREDIT COMPANY								
	AUG 2012	AB			07/16/2012		070212	07/16/2012	15,357.55
	01 PRINCIPAL ON 2 2010 CROWN VIC.			01-002-005-4930	VEHICLES				14,338.48
	02 INTEREST ON 2 2010 CROWN VIC.			01-002-005-4930	VEHICLES				1,018.07
	03 ACCT#8551606 CONCLUDING PAYMNT			01-002-005-4930	VEHICLES				1.00
								VENDOR TOTAL:	15,357.55
GEER	GEHRINGER BROS.								
	8609	AB			07/16/2012		070212	07/16/2012	95.00
	01 TICKET#8609			01-003-002-4120	MAINTENANCE - EQUIP.				95.00
								VENDOR TOTAL:	95.00
HAADPA	HAMPSHIRE AUTO PARTS								
	282551	AB			07/16/2012		070212	07/16/2012	10.18

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VILLAGE OF HAMPSHIRE
 OPEN INVOICES REPORT

BATCH # 070212

VENDOR #	INVOICE #	INVOICE STATUS	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O.#	BATCH	DUE DATE PROJECT	INVOICE AMT/ ITEM AMT
	01		INV#282551	01-002-002-4110	MAINTENANCE - VEHL.				10.18
HAAOPA	HAMPSHIRE AUTO PARTS 282697	AB			07/16/2012		070212	07/16/2012	59.99
	01		INV#282697	01-003-003-4670	MAINTENANCE SUPPLIES				59.99
	283450	AB			07/16/2012		070212	07/16/2012	36.98
	01		INV#283450	01-003-002-4110	MAINTENANCE - VEHICLES				36.98
	283543	AB			07/16/2012		070212	07/16/2012	19.58
	01		INV#283543	31-001-003-4670	MAINTENANCE SUPPLIES				19.58
								VENDOR TOTAL:	126.73
HARCOM	HARMONY COMPUTER 6697	AB			07/17/2012		070212	07/17/2012	1,760.00
	01		INV#6697	01-002-005-4906	EQUIPMENT				1,760.00
								VENDOR TOTAL:	1,760.00
HARR	HARRIS COMPUTER SYSTEM CT001692	AB			07/16/2012		070212	07/16/2012	375.00
	01		INV#CT001692	01-001-002-4310	TRAINING				375.00
								VENDOR TOTAL:	375.00
HDSUWA	HD SUPPLY WATERWORKS LTD 5002213	AB			07/16/2012		070212	07/16/2012	5,000.00
	01		INV#5002213 ACCT#080324	30-001-005-4960	METERS/EQUIPMENTS				5,000.00
								VENDOR TOTAL:	5,000.00
ILDETR	ILLINOIS DEPARTMENT OF 105320	AB			07/17/2012		070212	07/17/2012	6,457.24
	01		INV#105320	01-001-004-4000	MISCELLANEOUS EXPENSE				6,457.24
								VENDOR TOTAL:	6,457.24

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VENDOR #	INVOICE #	ITEM DESCRIPTION	INVOICE STATUS	ACCOUNT NUMBER	INV. DATE	P.O.#	BATCH	DUE DATE PROJECT	INVOICE AMT/ ITEM AMT
IPODBA	IPO/DBA CARDUNAL OFFICE SUPPLY 542424-0		AB		07/17/2012		070212	07/17/2012	6.75
	01 INV#542424-0			01-001-003-4650	OFFICE SUPPLIES				6.75
							VENDOR TOTAL:		6.75
JCKCON	JCK CONTRACTORS 10078		AB		07/16/2012		070212	07/16/2012	290.00
	01 INV#10078			01-003-003-4680	OPERATING SUPPLIES				290.00
							VENDOR TOTAL:		290.00
K&MTI	K & M TIRE 420791322		AB		07/17/2012		070212	07/17/2012	470.44
	01 INV#420791322			01-002-002-4110	MAINTENANCE - VEHL.				470.44
							VENDOR TOTAL:		470.44
KACOU	KANE COUNTY RECORDER HAMP060612		AB		07/16/2012		070212	07/16/2012	96.00
	01 INV#HAMP060612			30-001-002-4380	OTHR PROF. SERVICES				96.00
							VENDOR TOTAL:		96.00
KAUN	KALE UNIFORMS, INC. 636671		AB		07/17/2012		070212	07/17/2012	152.91
	01 INV#636671			01-002-003-4690	UNIFORMS				152.91
							VENDOR TOTAL:		152.91
KONMIN	KONICA MINOLTA BUSINESS SOLUTI 221440216		AB		07/17/2012		070212	07/17/2012	81.08
	01 INV#221440216			01-002-002-4340	PRINT/ADV/FORMS				81.08
							VENDOR TOTAL:		81.08
KOPA	KOEHLE & PASSARELLI, LLC 16319		AB		07/17/2012		070212	07/17/2012	3,507.00

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VILLAGE OF HAMPSHIRE
 OPEN INVOICES REPORT

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VENDOR #	INVOICE #	INVOICE STATUS	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O.#	BATCH	DUE DATE PROJECT	INVOICE AMT/ ITEM AMT
	01		INV#16319	01-001-002-4372		LEGAL SERVICES - LABOR			3,507.00
							VENDOR TOTAL:		3,507.00
LALA	LAVELLE LAW LTD 89292	AB			07/16/2012		070212	07/16/2012	82.50
	01		INV#89292	01-001-002-4370		LEGAL SERVICES - VILLAGE			82.50
							VENDOR TOTAL:		82.50
MAAC	MARLOWE'S ACE HARDWARE 090138	AB			07/16/2012		070212	07/16/2012	11.99
	01		INV#090138	01-001-003-4670		MAINTENANCE SUPPLIES			11.99
	090145	AB			07/16/2012		070212	07/16/2012	22.99
	01		INV#090145	52-001-002-4999		SSA EXPENSES			22.99
	090172	AB			07/16/2012		070212	07/16/2012	23.99
	01		INV#090172	01-002-003-4670		MAINTENANCE SUPPLIES			23.99
	090256	AB			07/16/2012		070212	07/16/2012	37.45
	01		INV#090256	01-003-003-4670		MAINTENANCE SUPPLIES			37.45
	090307	AB			07/16/2012		070212	07/16/2012	23.77
	01		INV#090307	30-001-003-4670		MAINTENANCE SUPPLIES			23.77
	090335	AB			07/16/2012		070212	07/16/2012	45.99
	01		INV#090335	52-001-002-4999		SSA EXPENSES			45.99
	090349	AB			07/16/2012		070212	07/16/2012	91.98
	01		INV#090349	52-001-002-4999		SSA EXPENSES			91.98
	090351	AB			07/16/2012		070212	07/16/2012	14.94
	01		INV#090351	01-003-003-4670		MAINTENANCE SUPPLIES			14.94
	090354	AB			07/16/2012		070212	07/16/2012	17.48

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VILLAGE OF HAMPSHIRE
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VENDOR #	INVOICE #	INVOICE STATUS	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O.#	BATCH	DUE DATE PROJECT	INVOICE AMT/ ITEM AMT
	01		INV#090354	30-001-003-4670					17.48
MAAC	MARLOWE'S ACE HARDWARE 090375	AB			07/16/2012		070212	07/16/2012	17.99
	01		INV#090375	01-003-003-4670					17.99
	090431	AB			07/16/2012		070212	07/16/2012	20.98
	01		INV#090431	01-003-002-4130					20.98
	090518	AB			07/16/2012		070212	07/16/2012	29.97
	01		INV#090518	01-003-003-4680					29.97
	090522	AB			07/16/2012		070212	07/16/2012	91.98
	01		INV#090522	52-001-002-4999					91.98
	090579	AB			07/16/2012		070212	07/16/2012	2.64
	01		INV#090579	01-003-003-4670					2.64
	090601	AB			07/16/2012		070212	07/16/2012	8.80
	01		INV#090601	01-003-003-4670					8.80
VENDOR TOTAL:									462.94
MARA	MARATHON PETROLEUM LLC JULY 2012	AB			07/16/2012		070212	07/16/2012	1,944.02
	01		WATER DEPT	30-001-003-4660					89.48
	02		POLICE DEPT	01-002-003-4660					1,854.54
VENDOR TOTAL:									1,944.02
MARSCH	MARK SCHUSTER P.C. JULY 2012	AB			07/16/2012		070212	07/16/2012	4,770.20
	01		100.001 MISCELLANEOUS MATTERS	01-001-002-4370					957.90
	02		100.002 MEETINGS	01-001-002-4370					492.90
	03		100.007 PROSECUTION	01-001-002-4370					855.00
	04		100.040 REVOLVING LOAN FUND	08-008-006-4370					232.50

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BATCH # 070212

VENDOR #	INVOICE #	INVOICE STATUS	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O.#	BATCH	DUE DATE	INVOICE AMT/ PROJECT	INVOICE AMT/ ITEM AMT
	05		100.052 HYTEL	01-001-002-4370	07/16/2012		070212	07/16/2012	LEGAL SERVICES - VILLAGE	440.30
	06		100.105 PASQUINELLI-TUSCANY	01-001-002-4370	07/16/2012		070212	07/16/2012	LEGAL SERVICES - VILLAGE	241.40
	07		100.130 SEAGREN	01-001-002-4370	07/16/2012		070212	07/16/2012	LEGAL SERVICES - VILLAGE	499.80
	08		100.132 RYLAND	01-001-002-4371	07/16/2012		070212	07/16/2012	LEGAL SERVICES - REIMB.	113.60
	09		100.139 ROBERT WIEREC'S SUBDIV	01-001-002-4371	07/16/2012		070212	07/16/2012	LEGAL SERVICES - REIMB.	139.50
	10		100.140 TUSCANY WOODS WORKOUT	01-001-002-4370	07/16/2012		070212	07/16/2012	LEGAL SERVICES - VILLAGE	797.30
									VENDOR TOTAL:	4,770.20
MENA	MENARDS - SYCAMORE 13465	AB			07/16/2012		070212	07/16/2012		-88.61
	01 ACCT#31450268			01-003-002-4130	07/16/2012		070212	07/16/2012	MAINTENANCE - STREETS	-88.61
	27516	AB			07/16/2012		070212	07/16/2012		128.09
	01 ACCT#31450268			01-003-003-4680	07/16/2012		070212	07/16/2012	OPERATING SUPPLIES	128.09
	29242	AB			07/16/2012		070212	07/16/2012		535.03
	01 ACCT#31450268			01-003-003-4680	07/16/2012		070212	07/16/2012	OPERATING SUPPLIES	535.03
	31092	AB			07/16/2012		070212	07/16/2012		163.94
	01 INV#31092 ACCT#31450268			01-003-003-4670	07/16/2012		070212	07/16/2012	MAINTENANCE SUPPLIES	163.94
									VENDOR TOTAL:	738.45
NCI	NCI PROPERTIES, L.L.C. AUG 2012	AB			07/16/2012		070212	07/16/2012		3,865.00
	01 RENT			01-002-002-4289	07/16/2012		070212	07/16/2012	RENTALS	3,865.00
									VENDOR TOTAL:	3,865.00
NIGAS	NICOR GAS JULY 2012	AB			07/17/2012		070212	07/17/2012		4.79
	01 ACCT#19-61-05-1000 0			31-001-002-4260	07/17/2012		070212	07/17/2012	UTILITIES	4.79
									VENDOR TOTAL:	4.79
OFDE	OFFICE DEPOT 616044118001	AB			07/17/2012		070212	07/17/2012		73.94

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VENDOR #	INVOICE #	INVOICE STATUS	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O.#	BATCH	DUE DATE PROJECT	INVOICE AMT/ ITEM AMT
	01		INV#616044118001	01-002-003-4650	OFFICE SUPPLIES				73.94
							VENDOR TOTAL:		73.94
PETPRO	PETERSEN FUELS INC. 28226	AB			07/16/2012		070212	07/16/2012	46.97
	01		TICKET# 28226	31-001-003-4670	MAINTENANCE SUPPLIES				46.97
	7700	AB			07/16/2012		070212	07/16/2012	126.00
	01		TRAN 7700	31-001-003-4660	GASOLINE - OIL				126.00
	7703	AB			07/16/2012		070212	07/16/2012	118.00
	01		TRAN 7703	30-001-003-4660	GASOLINE/OIL				118.00
	7709	AB			07/16/2012		070212	07/16/2012	40.00
	01		TRAN 7709	01-003-003-4660	GASOLINE/OIL				40.00
	7741	AB			07/16/2012		070212	07/16/2012	140.00
	01		TRAN 7741	01-003-003-4660	GASOLINE/OIL				140.00
	7771	AB			07/16/2012		070212	07/16/2012	41.50
	01		TRAN 7771	01-003-003-4660	GASOLINE/OIL				41.50
	7774	AB			07/16/2012		070212	07/16/2012	35.71
	01		TRAN 7774	31-001-003-4660	GASOLINE - OIL				35.71
	7783A	AB			07/16/2012		070212	07/16/2012	26.89
	01		INV#7783	52-001-002-4999	SSA EXPENSES				26.89
	7784	AB			07/16/2012		070212	07/16/2012	65.00
	01		TRAN 7784	01-003-003-4660	GASOLINE/OIL				65.00
	7786	AB			07/16/2012		070212	07/16/2012	18.35
	01		TRAN 7786	52-001-002-4999	SSA EXPENSES				18.35

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VENDOR #	INVOICE #	INVOICE STATUS	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O.#	BATCH	DUE DATE PROJECT	INVOICE AMT/ ITEM AMT
PETPRO	PETERSEN FUELS INC.								
	7793	AB			07/16/2012		070212	07/16/2012	47.81
			01 TRAN 7793	01-003-003-4660		GASCLINE/OIL			47.81
	7816	AB			07/16/2012		070212	07/16/2012	100.63
			01 TRAN 7816	01-003-003-4660		GASCLINE/OIL			100.63
	7840	AB			07/16/2012		070212	07/16/2012	10.00
			01 TRAN 7840	31-001-003-4660		GASOLINE - OIL			10.00
	7841	AB			07/16/2012		070212	07/16/2012	19.00
			01 TRAN 7841	01-003-003-4660		GASOLINE/OIL			19.00
	7842	AB			07/16/2012		070212	07/16/2012	67.76
			01 TRAN 7842	01-003-003-4660		GASOLINE/OIL			67.76
	7887	AB			07/16/2012		070212	07/16/2012	26.52
			01 TRAN7887	52-001-002-4999		SSA EXPENSES			26.52
	7888	AB			07/16/2012		070212	07/16/2012	78.16
			01 TRAN 7888	52-001-002-4999		SSA EXPENSES			78.16
	7893A	AB			07/16/2012		070212	07/16/2012	97.25
			01 TRAN 7893	30-001-003-4660		GASOLINE/OIL			97.25
	7910	AB			07/16/2012		070212	07/16/2012	47.04
			01 TRAN 7910	01-003-003-4660		GASOLINE/OIL			47.04
	7921	AB			07/16/2012		070212	07/16/2012	23.60
			01 TRAN 7921	01-003-003-4660		GASOLINE/OIL			23.60
	7922	AB			07/16/2012		070212	07/16/2012	46.00

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VENDOR #	INVOICE #	INVOICE STATUS	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O.#	BATCH	DUE DATE PROJECT	INVOICE AMT/ ITEM AMT
	01		TRAN 7922	01-003-003-4660					46.00
PETPRO	PETERSEN FUELS INC. 7943	AB			07/16/2012		070212	07/16/2012	122.00
	01		TRAN 7943	31-001-003-4660					122.00
	7960	AB			07/16/2012		070212	07/16/2012	21.50
	01		TRAN 7960	01-003-003-4660					21.50
	7981	AB			07/16/2012		070212	07/16/2012	40.43
	01		TRAN 7981	01-003-003-4660					40.43
	8014	AB			07/16/2012		070212	07/16/2012	24.40
	01		TRAN 8014	30-001-003-4660					24.40
	8017	AB			07/16/2012		070212	07/16/2012	95.48
	01		TRAN 8017	01-003-003-4660					95.48
	8042	AB			07/16/2012		070212	07/16/2012	76.62
	01		TRAN 8042	01-003-003-4660					76.62
	8082	AB			07/16/2012		070212	07/16/2012	89.00
	01		TRAN 8082	52-001-002-4999					89.00
	8132A	AB			07/16/2012		070212	07/16/2012	30.74
	01		TRAN 8132	01-003-003-4660					30.74
	8136	AB			07/16/2012		070212	07/16/2012	80.10
	01		TRAN 8136	01-003-003-4660					80.10
	8154	AB			07/16/2012		070212	07/16/2012	93.38
	01		TRAN 8154	01-003-003-4660					93.38
	8195	AB			07/16/2012		070212	07/16/2012	20.62

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VENDOR #	INVOICE #	INVOICE STATUS	ACCOUNT NUMBER	INV. DATE	P.O.#	BATCH	DUE DATE PROJECT	INVOICE AMT/ ITEM AMT
	01		01-003-003-4660					20.62
	01		01-003-003-4660					20.62
PETPRO	PETERSEN FUELS INC. 8212A	AB		07/16/2012		070212	07/16/2012	35.30
	01		01-003-003-4660					35.30
	01		01-003-003-4660					35.30
	JULY 2012	AB		07/17/2012		070212	07/17/2012	-203.60
	01		01-003-003-4660					-22.91
	02		52-001-002-4999					-9.17
	03		31-001-003-4660					-11.73
	04		01-003-003-4660					-11.74
	05		30-001-003-4660					-6.14
	06		31-001-003-4660					-12.32
	07		01-003-003-4660					-12.32
	08		52-001-002-4999					-5.97
	09		01-003-003-4660					-11.92
	10		52-001-002-4999					-2.50
	11		01-003-003-4660					-5.00
	12		30-001-003-4660					-7.11
	13		52-001-002-4999					-7.11
	14		01-003-003-4660					-21.51
	15		01-003-003-4660					-14.36
	16		01-003-003-4660					-11.67
	17		30-001-003-4660					-13.47
	18		31-001-003-4660					-13.47
	19		01-003-003-4660					-3.18
							VENDOR TOTAL:	1,748.16
PITB	PITNEY BOWES 6841068-JY12	AB		07/17/2012		070212	07/17/2012	67.00
	01		01-002-002-4280					67.00
							VENDOR TOTAL:	67.00
PRSP	PRO-SHOT PRODUCTS 34991	AB		07/17/2012		070212	07/17/2012	91.31
	01		01-002-003-4680					91.31
							VENDOR TOTAL:	91.31

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VENDOR #	INVOICE #	INVOICE STATUS	ACCOUNT NUMBER	INV. DATE	P.O.#	BATCH	DUE DATE PROJECT	INVOICE AMT/ITEM AMT
RENSER	RENTAL SERVICE CORPORATION							
	51701394-001	AB		07/16/2012		070212	07/16/2012	80.00
	01 CUST#E015455 INV#51701394-001		52-001-002-4999	SSA EXPENSES				80.00
							VENDOR TOTAL:	80.00
RKQUSE	R.K. QUALITY SERVICES							
	9101	AB		07/16/2012		070212	07/16/2012	34.75
	01 INV#9101		01-002-002-4110	MAINTENANCE - VEHL.				34.75
	9113	AB		07/17/2012		070212	07/17/2012	263.24
	01 INV#9113		01-002-002-4110	MAINTENANCE - VEHL.				263.24
							VENDOR TOTAL:	297.99
SSA#5	VILLAGE OF HAMPSHIRE							
	JULY 2012	AB		07/16/2012		070212	07/16/2012	11,750.00
	01 7233191548 5TH 3RD		01-001-004-4781	TRANS TO SSA#5				11,750.00
							VENDOR TOTAL:	11,750.00
STAINS	STANDARD INSURANCE COMPANY							
	JULY 2012	AB		07/16/2012		070212	07/16/2012	200.26
	01 ADM		01-001-001-4035	EMPLOYER LIFE INS.				51.49
	02 PD		01-002-001-4035	EMPLOYER LIFE INS.				86.13
	03 STR		01-002-001-4035	EMPLOYER LIFE INS.				31.32
	04 WTR		30-001-001-4035	EMPLOYER LIFE INS				15.66
	05 SWR		31-001-001-4035	EMPLOYER LIFE INS				15.66
							VENDOR TOTAL:	200.26
STRE	STREICHER'S							
	1941852	AB		07/17/2012		070212	07/17/2012	2,205.00
	01 INV#1941852		09-000-100-3400	EVIDENCE MONEY/DUI/DRUG				2,205.00
							VENDOR TOTAL:	2,205.00
SUBLAB	SUBURBAN LABORATORIES, INC							
	17039	AB		07/16/2012		070212	07/16/2012	1,421.00

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VENDOR #	INVOICE #	INVOICE STATUS	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O.#	BATCH	DUE DATE PROJECT	INVOICE AMT/ ITEM AMT
	01		INV#17039	30-001-002-4380	07/17/2012				1,421.00
									VENDOR TOTAL: 1,421.00
TJCOIN	TJ CONEVERA'S 12-2582	AB			07/17/2012		070212	07/17/2012	1,196.00
	01		TJ-INVOICE-12-2582	01-002-003-4680	07/17/2012				1,196.00
									VENDOR TOTAL: 1,196.00
TRDESE	VILLAGE OF HAMPSHIRE JULY 2012	AB			07/16/2012		070212	07/16/2012	11,793.44
	01		07071263802--330001003530	31-001-004-4790	07/16/2012				6,250.00
	02		07071263802--330001003540	64-004-004-4910	07/16/2012				3,750.00
	03		07071263802--330001003550	01-003-004-4790	07/16/2012				1,793.44
									VENDOR TOTAL: 11,793.44
TRI-R	TRI-R SYSTEMS INCORPORATED 003327	AB			07/16/2012		070212	07/16/2012	575.00
	01		INV#003327	30-001-002-4120	07/16/2012				575.00
									VENDOR TOTAL: 575.00
	003329	AB			07/16/2012		070212	07/16/2012	920.00
	01		INV#003329	30-001-002-4120	07/16/2012				920.00
									VENDOR TOTAL: 1,495.00
USBL	USA BLUEBOOK 707249	AB			07/16/2012		070212	07/16/2012	194.67
	01		INV#707249 CUST #369658	30-001-003-4670	07/16/2012				194.67
									VENDOR TOTAL: 194.67
	707344	AB			07/16/2012		070212	07/16/2012	366.87
	01		INV#707344 CUST#369658	31-001-002-4120	07/16/2012				366.87
									VENDOR TOTAL: 561.54
VSP	VISION SERVICE PLAN (IL) JULY 2012	AB			07/16/2012		070212	07/16/2012	208.73

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VENDOR #	INVOICE #	INVOICE STATUS	ACCOUNT NUMBER	INV. DATE	P.O.#	BATCH	DUE DATE	INVOICE AMT/ PROJECT	INVOICE AMT/ ITEM AMT
	01	ADM	01-001-001-4037	EMPLOYER VISION INS.				5.39	
	02	PD	01-002-001-4037	EMPLOYER VISION INS.				127.36	
	03	STR	01-003-001-4037	EMPLOYER VISION INS.				42.54	
	04	WTR	30-001-001-4037	EMPLOYER VISION INS				10.60	
	05	SWR	31-001-001-4037	EMPLOYER VISION INS				22.84	
							VENDOR TOTAL:		208.73
VUMA	VULCAN MATERIALS 691216								
	01	INV#691216 CUST#0037515	01-003-003-4680	07/16/2012		070212	07/16/2012	103.88	103.88
							VENDOR TOTAL:		103.88
WEBR	WELCH BROTHERS, INC. 1415817								
	01	INV#1415817	01-003-003-4680	07/16/2012		070212	07/16/2012	187.65	187.65
							VENDOR TOTAL:		187.65
							TOTAL --- ALL INVOICES:		151,780.20