



Village of Hampshire
Village Board Meeting
Thursday March 20, 2014 – 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 – March 6, 2014
- 6) Village President's Report
 - a) Resolution: Kane County Animal Control Services
 - b) School District 300 – Request Impact Fees
 - c) IL Route 72 at Romke Road Improvements –Change Order No. 1
 - d) Review and approval of an Amendment to Lease Agreement with U.S. Cell (Klick Street)
 - e) Appointment of a Temporary Budget Officer
 - f) AT & T Lease agreement
- 7) 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
- 8) New Business
- 9) Announcements
- 10) Executive Session: Probable, Pending or Imminent Litigation under Section 2(c) (11)
- 11) Any items to be reported and acted upon by the Village Board after returning to open session
- 12) Adjournment

VILLAGE OF HAMPSHIRE - BOARD OF TRUSTEES

Meeting Minutes – March 6, 2014

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 March 6, 2014.

Present: George Brust, Martin Ebert, Mike Reid, Orris Ruth, Rob Whaley.

Absent: Jan Kraus

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

A quorum was established.

Trustee Brust moved, to approve the minutes of February 20 2014, with changes under EDC add Marketing after Buxton and Trustee Brust will be at the Chamber Expo all day.

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

VILLAGE PRESIDENT REPORT

Trustee Whaley moved, to amend the agenda item 6)

a) Review and approval of proposed Amendment to Development Agreement for Tuscany Woods Subdivision, Unit 1.

b) Review and approval of proposed Amendment to Development Agreement for Tuscany Woods Subdivision, Unit 2.

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

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

Resolution approving release of certain closed session minutes and authorizing the village clerk to destroy the tape recordings of certain closed sessions

Trustee Ebert moved, to approve Resolution 14-05: approving release of certain closed session minutes and authorizing the village clerk to destroy the tape recordings of certain closed sessions.

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

Ordinance: abating taxes levied for the 2013 tax year (collectable in 2014) to pay debt service on the General Obligation Refunding Bond (Alternate Revenue Source), Series 2012, for the Village of Hampshire, Kane County, Illinois

Trustee Brust moved, to approve Ordinance 14-12; abating taxes levied for the 2013 tax year (collectable in 2014) to pay debt service on the General Obligation Refunding Bond (Alternate Revenue Source), Series 2012, for the Village of Hampshire, Kane County, Illinois

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

Ordinance: Authorizing renewal of Aggregation Program for Electrical Load

Trustee Whaley moved, to approve authorizing renewal of aggregation program for electrical load.

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

Resolutions – Maintenance of Streets and Highways:

Trustee Brust moved to approve the following resolutions:

Resolution 14-06: 2001 MFT Program

Resolution 14-07: 2006 MFT Street Maintenance

Resolution 14-08: 2007 MFT Street Maintenance

Resolution 14-09: 2009 MFT Street Maintenance

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

VILLAGE BOARD COMMITTEE REPORTS

a. Economic Development

Trustee Brust reported Economic Development meeting will be held on March 12, 2014 at 5:30 p.m. at the Hampshire Village Hall Invited Brian Bain from GRS Marketing who was hired to do some work in West Dundee.

March 15, 2014 the Hampshire Business Expo will be held at Hampshire Middle School from 10 – 2 p.m.

The Electronic Recycling will be held at Heartland Bank from 10 am to 1 p.m.

b. Finance

Accounts Payables

Trustee Reid moved, to approve accounts payable in the amount of \$127,022.92 to be paid on or before March 12, 2014.

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

Trustee Whaley mentioned there will be a Finance Committee meeting at 6 p.m. Tuesday March 25, if Trustee Kraus agrees with the date. Approval of the budget by the Village Board at the April 17 Village Board Meeting.

c. Planning/Zoning

Trustee Ruth reported that the box culvert is a work in process and not to move ahead.

d. Public Safety

No report

e. Public Works

No report

f. Village Services

Trustee Reid reminded everyone about Oil Recycling is April 5th 9 to 11:30 a.m.

g. Field & Trails

Trustee Ruth reported that people have seen quite a few deer's north of Route 72 by the condos.

Announcements

Trustee Reid reported by the end of next week the website would be up for sure.

Executive Session

Trustee Whaley moved, to adjourn to executive session to discuss Probable, Pending, Imminent Litigation under Section 2(c) (11) Open Meetings Act, at 7:27 p.m.

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

The Village Board reconvened at 9:45 PM

Trustee Brust moved, seconded by Whaley, to approve the proposed Amendments to Development Agreement for Tuscany Woods Subdivision, Unit 1 and Unit 2, as presented at the meeting, subject to i) Unit 1 paying not less than \$172,500 in reimbursement to the Village for professional fees; ii) the Village President and Village Attorney making modifications to the verbiage in the two agreements; and iii) completion of all exhibits to be attached

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

(Trustee Ebert and Whaley excused themselves from the meeting)

Review and approval of proposed Amendment to Development Agreement for Tuscany Woods Subdivision, Unit 2.

Village Board went over page by page on Unit 2 Tuscany Woods Subdivision, Trustee Ruth asked questions on some of the documents such as on page 15 b) under iii; there will be no charge on the building permits for tap on fees and before they receive their first building permit, they would submit a check in the amount of \$3,000 to the Village. After much discussion between board members, Village Attorney will clean this up and bring back a clean copy for the board members.

Adjournment

Trustee Reid moved, to adjourn the Village Board meeting at 10:27 p.m.

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

Linda Vasquez, Village Clerk

No. 14-

**A RESOLUTION
APPROVING AN INTERGOVERNMENTAL AGREEMENT
WITH KANE COUNTY
FOR ANIMAL CONTROL SERVICES IN THE VILLAGE OF HAMPSHIRE**

WHEREAS, the Village of Hampshire previously entered into an Intergovernmental Agreement with the County of Kane for Animal Control Services dated April 15, 2008 (“Agreement”); and,

WHEREAS, hereby notifies Kane County of its intent to exercise its option to renew the agreement for the period May 1, 2014 through April 30, 2015; and,

WHEREAS, the Village of Hampshire has the right to exercise control over animals within its corporate limits; and,

WHEREAS, the Village of Hampshire has determined it is in the best interests of the citizens of the Village of Hampshire to enter into the Intergovernmental Agreement with Kane County expiring on April 30, 2015.

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

SECTION 1. The Village of Hampshire hereby approves the Intergovernmental Agreement with Kane County for Animal Control Services in the Village at the agreed upon fees included in the Agreement.

SECTION 2. The Village President shall be and is hereby authorized and directed to execute, and send an executed copy of the Agreement to Kane County.

This Resolution shall be in full force and effect upon its passage and approval as provided by law.

AYE:

NAY: _____

ABSENT: _____

ABSTAIN: _____

APPROVED THIS DAY OF , 2014.

Jeffrey R. Magnussen, Village President

ATTEST:

Linda Vasquez, Village Clerk



March 11, 2014

Village of Hampshire
234 S. State Street
Hampshire, Illinois 60140-0457

Dear Village Administrator:

I am writing on the behalf of Community Unit School District 300 to request the release of impact fees in the amount of \$52,400.00 that the Village of Hampshire has collected for the school district. These impact fees will be used to fund the repair and or maintenance the parking lot at Hampshire Elementary and Hampshire Middle School which is scheduled to take place this summer.

Please let me know if you need any more information and when the money will be released.

Sincerely,

A handwritten signature in blue ink that reads 'Chuck Bumbales'.

Chuck Bumbales
Assistant Superintendent of Operations
Community Unit School District 300
300 Cleveland Avenue
Carpentersville, IL 60110



Engineering Enterprises, Inc.

Memo

To: Jeffrey Magnussen
Village President

From: Julie A. Morrison, P.E.

Date: January 17, 2014

Re: **Change Order No. 1**
IL Route 72 at Romke Road Improvements

EEL Job #: HA1125

Background:

Full intersection improvements at IL Route 72 and Romke Road were originally designed by Cowey Gudmundson Leder, Ltd (CGL) for Pasquinelli as part of the Tuscany Woods Development. The plans were submitted to and permitted by IDOT. Construction of the intersection began in fall of 2006. At that time only the north side of IL Route 72 was widened along with the installation of the west bound right hand turn lane onto north bound Romke Road.

After the decline of the development, and the Village acquisition of escrow funds from the new owner of Unit 1 (bank), the intent of the Village was to complete some of the outstanding public improvements, including the completion of the IL Route 72 and Romke Road Improvements (estimated at \$363,000.00). In spring of 2010, bids were received for the intersection improvements. However, due to the cost the Village chose not to proceed.

In 2012 the Village was notified by IDOT that for public safety reasons the intersection needed to be completed or the north leg of Romke Road would need to be turned into a right-in-right-out. Through an agreement with IDOT in which IDOT provided the Village with the developer's original bond money (\$100,000), the Village agreed to complete the intersection improvements with the exception of the east bound right hand turn lane onto south bound Romke Road.

In an effort to keep project costs minimized and the work completed in the given timeframe, the decision was made to re-use the original CGL improvements plans. The benefit of this was that the plans had already been approved by IDOT and therefore the secondary permit review process by IDOT would be drastically shortened. Additionally, the Village's time and money were saved by eliminating the traditional design process (i.e. surveying and preparation of new plans). A "red-line" version of CGL's plans were prepared by EEL and submitted to IDOT for permit.



Engineering Enterprises, Inc.

Memo

The Village contracted with Hardin Paving Services in August 2013 to construct the necessary improvements which included widening the south side of IL Rte 72 to allow for the construction of left hand turn lanes for both east and west bound traffic, storm sewer installation, the full reconstruction of the south leg of Romke Road within the project limits, and the mass grading of the right-of-way plus a 20' drainage easement on the south side of IL Rte 72.

The awarded value for the contract was \$305,503.00. The funding source for the project is a combination of the bond money received from IDOT (\$100,000) and the balance of the Tuscany Woods escrow account.

Construction was substantially completed in November 2013. Outstanding items to be completed in the spring include final restoration and signage.

Question Presented:

Should the Village approve Change Order No. 1 which would increase the contract amount with Hardin Paving by \$47,910.40?

Discussion:

The majority of Change Order No. 1 involves additions and deductions to plan quantities. There are two specific issues to note regarding the changes to plan quantities:

- Bid quantity inaccuracy: The quantities associated with the construction of the new roadway section (i.e. agg base, base course, binder and surface) and associated pavement removal did not reflect the quantities needed to construct the project per plan.
- Change in existing condition: The pre-construction grades on the south side of Route 72 (west of Romke Road) as shown on the cross sections (circa 2006 CGL) did not represent the 2013 on-site existing conditions. What was thought to be relatively balanced site required several yards of fill material to be brought in to construct the necessary drainage improvements. Due to the large discrepancy, it was determined the only fair and accurate way to proceed was to pay for the work on a time and material (T&M) basis. Approximately \$33,000 of bid work ("Grading and Shaping Ditches" and "Topsoil Furnish and Place") was deducted from the contract and replaced by \$40,106.15 of T&M work. The T&M paperwork was reviewed and approved by EEL. A copy can be made available upon request.



Engineering Enterprises, Inc.

Memo

Additionally, the following items under "Miscellaneous Extras and Credits" are described as noted below:

- Pipe culvert removal: There was an existing pipe culvert that needed to be removed in order to accommodate the proposed storm sewer.
- Silt Fence: A small quantity of fencing was required to delineate and preserve the farm field entrance.
- Rumble Strip: The bid quantity was greatly reduced therefore a new unit price was warranted. The bid value (\$7,450.00) was deducted in its entirety and the new quantity with the approved unit price is shown as an extra (\$2,936.20).
- Temporary Seeding: Due to weather and delays associated with the change in existing conditions (i.e. coordination, surveying, re-design, etc.) the window for permanent seeding was missed. Temporary seeding had to be installed.

If you have any questions associated with the change order, please do not hesitate to contact me. I anticipate there will be one more change order to finalize the as-built quantities for the signage and restoration.

Action Needed:

Approve Change Order No. 1 for the IL Route 72 and Romke Road Improvements in the amount of \$47,910.40.00.

Pc: Linda Vasquez, Village Clerk
JAM, EEI

CHANGE ORDER

Order No. 1

Date: January 16, 2014

Agreement Date: August 26, 2013

NAME OF PROJECT: IL Route 72 at Romke Road Improvements

OWNER: Village of Hampshire

CONTRACTOR: Builders Paving, LLC d/b/a Harding Paving Services

The following changes are hereby made to the CONTRACT DOCUMENTS:

- | | |
|---|---------------|
| 1) Addition of Porous Granular Embankment, Special
21 Cu Yd @ \$100.00/Cu Yd | \$2,100.00 |
| 2) Deduction of Topsoil Furnish and Place, 6"
2158 Sq Yd @ \$6.50/Sq Yd | (\$14,027.00) |
| 3) Deduction of Grading and Shaping Ditches
910 Feet @ \$20.75/Foot | (\$18,882.50) |
| 4) Deduction of Temporary Ditch Checks
40 Feet @ \$20.75/Foot | (\$830.00) |
| 5) Addition of Aggregate Base Course, Type B, 4"
350 Sq Yd @ \$8.40/Sq Yd | \$2,940.00 |
| 6) Addition of Hot-Mix Asphalt Base Course, 9"
511.5 Sq Yd @ \$38.95/Sq Yd | \$19,922.93 |
| 7) Deduction of Bituminous Materials (Prime Coat)
307 Gal @ \$0.05/Gal | (\$15.35) |
| 8) Deduction of Aggregate (Prime Coat)
13 Ton @ \$1.00/Ton | (\$13.00) |
| 9) Addition of Leveling Binder (Machine Method), N70
51.3 Ton @ \$82.00/Ton | \$4,206.60 |
| 10) Addition of Hot-Mix Asphalt Binder Course, IL-19.0, N70
93.7 Ton @ \$81.00/Ton | \$7,589.70 |
| 11) Addition of Hot-Mix Asphalt Surface Course, Mix "D", N70
40 Ton @ \$82.00/Ton | \$3,280.00 |

12) Addition of Pavement Removal 252 Sq Yd @ \$23.00/Sq Yd	\$5,796.00
13) Addition of Hot-Mix Asphalt Surface Removal Variable Depth 489 Sq Yd @ \$2.10/Sq Yd	\$1,026.90
14) Addition of Aggregate Shoulders, Type B, 6" 244 Sq Yd @ \$9.90/Sq Yd	\$2,415.60
15) Deduction of Hot-Mix Asphalt Shoulders, 8" 125 Sq Yd @ \$35.80/Sq Yd	(\$4,475.00)
16) Deduction of Storm Sewers, Class A, Type 1, 15" 3 Feet @ \$78.00/Foot	(\$234.00)
17) Deduction of Shoulder Rumble Strip 2980 Feet @ \$2.50/Foot	(\$7,450.00)
18) Deduction of Traffic Control Surveillance 10 Cal Days @ \$26.00/Cal Day	(\$260.00)
19) Deduction of Short Term Pavement Marking 559 Feet @ \$1.25/Foot	(\$698.75)
20) Addition of Thermoplastic Pavement Marking – Letters and Symbols 35.6 Sq Ft @ \$4.00/Sq Ft	\$142.40
21) Addition of Thermoplastic Pavement Marking – Line 4" 1,771.4 Feet @ \$0.62/Foot	\$1,098.27
22) Addition of Thermoplastic Pavement Marking – Line 6" 20.2 Feet @ \$1.00/Foot	\$20.20
23) Deduction of Thermoplastic Pavement Marking – Line 12" 149.2 Feet @ \$2.00/Foot	(\$298.40)
24) Deduction of Thermoplastic Pavement Marking – Line 24" 40.8 Feet @ \$4.00/Foot	(\$163.20)
25) Addition of Raised Reflective Pavement Marker 13 Each @ \$41.50/Each	\$539.50
26) Deduction of Raised Reflective Pavement Marker Removal 15 Each @ \$11.50/Each	(\$172.50)
27) Deduction of Hot-Mix Asphalt Driveway Pavement, 6" 36 Sq Yd @ \$28.00/Sq Yd	(\$1,008.00)
28) Addition of Pipe Culvert Removal 60 Feet @ \$17.50/Foot	\$1,050.00

29) Addition of Silt Fence 1 L Sum @ \$397.69/L Sum	\$397.69
30) Addition of Rumble Strip 554 Feet @ \$5.30/Foot	\$2,936.20
31) Addition of T&M – Work Associated with Construction of SW Ditch Line 1 L Sum @ \$40,106.15	\$40,106.15
32) Addition of Temporary Seeding 4350 Sq Yd @ \$0.20/Sq Yd	\$870.00

Change of CONTRACT PRICE:

Original CONTRACT PRICE: \$ 305,503.00

Current CONTRACT PRICE adjusted by previous CHANGE ORDER(S) \$ 305,503.00

The CONTRACT PRICE due to this CHANGE ORDER will be (increased)(decreased) by:
\$ 47,910.43

The new CONTRACT PRICE including this CHANGE ORDER will be \$ 353,413.43

Justification:

1-27) As-built field quantity adjustments.

28-32) Additions to contract necessary to complete the improvements as designed and permitted.

Change to CONTRACT TIME:

The contract time is increased/decreased by 0 days.

Requested by: _____ Builders Paving, LLC d/b/a Hardin Paving Services

Recommended by: _____ Engineering Enterprises, Inc.

Accepted by: _____ Village of Hampshire

**A RESOLUTION
APPROVING AN AMENDMENT TO THE GROUND LEASE
AGREEMENT WITH U.S. CELLULAR RE THE COMMUNICATION TOWER
SITE AT THE PUBLIC WORKS PROPERTY ON KCLICK STREET**

WHEREAS, the Village has previously entered into a certain Ground Lease Agreement with U.S. Cellular for a communications tower site for cellular telephone transmissions and other purposes, on the property of the Public Works Department on Klick Street in the Village; and

WHEREAS, U.S. Cellular has entered into a transaction for assignment of its rights to Sprint Spectrum, L.P. ("Sprint"), by which Sprint would assume all rights to the Leasehold and Improvements thereon; and

WHEREAS, the Corporate Authorities deem it necessary and advisable, and consistent with terms of the original Lease Agreement, to consent to such assignment, and to approve an amendment to the Lease Agreement to allow Sprint to assume the rights and obligations under said Lease Agreement.

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

1. The proposed Amendment to Ground Lease, concerning a leasehold of certain space located on the grounds of the Village Public Works Department on Klick Street in the Village, to provide space for a communications tower and related equipment, by which Amendment Sprint Spectrum L.P. would assume the rights and obligations of the original Lessee, U.S. Cellular, in words and figures as set forth on Exhibit "B," and at the specific location identified on Exhibit "A," attached hereto and incorporated herein, shall be and is hereby approved.

2. The Village President shall be and is authorized to execute and deliver said Ground Lease on behalf of the Village; and the Village Clerk shall attest his execution thereof as need be.

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

ADOPTED this _____ day of _____, 2014.

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

APPROVED this _____ day of _____, 2014.

Jeffrey R. Magnussen
Village President

ATTEST:

Linda Vasquez
Village Clerk

FIRST AMENDMENT TO GROUND LEASE DATED FEBRUARY 15, 2007

This First Amendment (“First Amendment”), made this ____ day of _____, 2014, modifies that certain Ground Lease (the “Lease”) dated February 15, 2007 between Village of Hampshire, having an address at 234 S. State St., Hampshire, IL 60140-0457 “Landlord” and United States Cellular Operating Company of Chicago, LLC, a Delaware limited liability company “Tenant.”

WHEREAS, Landlord and Tenant entered into that certain Ground Lease dated February 15, 2007, whereby Landlord leased to Tenant certain premises described therein, together with any and all other space currently utilized by Tenant (the “Premises”), that are a portion of the property located at 100 Klick Street, located in the Village of Hampshire, County of Kane, State of Illinois (the “Landlord’s Parcel”); and

WHEREAS, Tenant has sold its wireless spectrum to Sprint Spectrum L.P., and Tenant no longer operates on FCC licensed frequencies within the Chicago MSA, including the Village of Hampshire; and

WHEREAS, Sprint Spectrum L.P. desires to utilize Tenant’s Improvements for the purpose of operating a wireless communications facility on Landlord’s Parcel; and

NOW, THEREFORE, in consideration of the terms of the Lease and this First Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

- I. Paragraph 17. Subleasing is hereby deleted in its entirety and replaced with:

17. Subleasing. Tenant shall have the right to sublet or license all or any portion of the Premises to sub-tenants, subject to continued conformance with the Village Zoning Regulations governing communications towers and without otherwise having to obtain the Landlord’s consent, provided that any sub-tenant of Tenant shall first enter into a separate and appropriate ground lease with the Landlord regarding any building for equipment and/or storage on Village property. Notwithstanding the foregoing, Tenant shall have the right to sublet or license all or any portion of the Premises, including the Leasehold Premises, the Access Easement, and the Utility Easement, together with any of Tenant’s Improvements therein, to Sprint Spectrum, L.P. without Landlord’s consent or the need for Sprint Spectrum L.P. to enter into a separate agreement with the Landlord.

- II All capitalized terms used herein that are not defined in this First Amendment shall have the meaning ascribed to them in the Lease.
- II. Except as amended herein, all other terms of the Lease remain unchanged and in full force and effect.

Site Name: Hampshire

Site Number: 8831368

IN WITNESS WHEREOF, Landlord and Tenant have executed this First Amendment as of the last signature date below.

LANDLORD:

TENANT:

Village of Hampshire

United States Cellular Operating Company of
Chicago, LLC

By:

By:

Printed: _____

Printed: _____

Title: _____

Title: Vice President

Date: _____

Date: _____

STATE OF _____)
)
COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that _____, _____ known to me to be the same person(s) whose name(s) (is) (are) subscribed to the foregoing First Amendment. appeared before me this day in person and (severally) acknowledged that (he) (she) (they) signed the said Lease as (his) (her) (their) free and voluntary act for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 2014.

Notary Public

My commission expires _____

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that _____, Vice President, for United States Cellular Operating Company of Chicago, LLC, a Delaware limited liability, known to me to be the same person whose name is subscribed to the foregoing First Amendment. appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Lease as his free and voluntary act on behalf of the named Tenant corporation, for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 2014.

Notary Public

My commission expires _____

No. 14 -

**A RESOLUTION
APPOINTING A TEMPORARY BUDGET OFFICER
FOR THE VILLAGE**

WHEREAS, the Village has adopted the Budget System for municipal financial management in the Village; and

WHEREAS, it is required that a Budget Officer be designated by the Village President, with the approval of the Board of Trustees; and

WHEREAS, the Village has in the past designated the Village Administrator to act as Budget Officer, and has assigned to the Village Administrator the duty of preparing an annual budget together with an appropriation ordinance, according to law; and

WHEREAS, the office of Village Administrator is currently vacant, and no one is performing the duties of said office; and

WHEREAS, the Illinois Municipal Code allows for the appointment of a temporary Budget Officer, 65 ILCS 5/1-30-5; and

WHEREAS, it is necessary and advisable to appoint a temporary Budget Officer in order to proceed with the preparation, review and approval of a budget for the coming fiscal year, FY 2015; and

WHEREAS, the Village President has nominated Ms. Lori Lyons, current Village Finance Director, for appointment as temporary Budget Officer, which nomination is subject to the advice and consent of the Board of Trustees.

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

Section 1. Ms. Lori Lyons, current Village Finance Director, shall be and is hereby designated and approved to serve as temporary Budget Officer for the Village of Hampshire.

Section 2. The Village Finance Director shall serve as temporary Budget Officer until appointment of a person to fill the Office of Village Administrator; and upon such person assuming the duties of the Office of Village Administrator, this temporary appointment shall terminate and be of no further effect.

Section 3. This Resolution shall take full force and effect upon its passage and approval as provided by law.

ADOPTED THIS ____ DAY OF _____, 2014, pursuant to roll call vote as follows:

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

APPROVED THIS ____ DAY OF _____, 2014.

Jeffrey R. Magnussen
Village President

ATTEST:

Linda Vasquez
Village Clerk

Market: IL/WI
Cell Site Number: IL1104
Cell Site Name: Downtown Hampshire
Fixed Asset Number: 10153797

STRUCTURE LEASE AGREEMENT

THIS STRUCTURE LEASE AGREEMENT ("**Agreement**"), dated as of the later of the signature dates below (the "**Effective Date**"), is entered into by The Village of Hampshire, an Illinois Municipal corporation having a mailing address of 234 S. State Street, PO Box 457, Hampshire, IL 60140-0457 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Suite 13-F West Tower, Atlanta, GA 30324 ("**Tenant**").

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1**, improved with an elevated water storage tank structure (the "**Structure**"), together with all rights and privileges arising in connection therewith, located at 800 Elm Street,, Hampshire, IL 60140, in the County of Kane, State of Illinois, also known as Lot 1, Old Mill Manor, Unit 1 (collectively, the "**Property**"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. LEASE OF PREMISES. Landlord hereby leases to Tenant:

(i) approximately 840 square feet of ground space, including the air space above such rooftop/basement/ground space, as described on attached **Exhibit 1**, consisting of a Site Plan and certain drawings, titled on the first page thereof, "Plat of Survey of Lease Site and Easements," and dated 10/10/2013 (consisting of 34 pages in total), for the placement of Tenant's Communication Facility;

(ii) space for any structural steel or other improvements to support Tenant's equipment (collectively, the space referenced in (i) and (ii) is the "**Equipment Space**");

(iii) that certain space on the Structure, as generally depicted on attached **Exhibit 1**, where Tenant shall have the right to install its antennas and other equipment (collectively, the "**Antenna Space**"); and

(iv) those certain areas where Tenant's conduits, wires, cables, cable trays and other necessary connections are located between the Equipment Space and the Antenna Space, and between the Equipment Space and the electric power, telephone, and fuel sources for the Property (hereinafter collectively referred to as the "**Connection Space**"). Landlord agrees that Tenant shall have the right to install connections between Tenant's equipment in the Equipment Space and Antenna Space; and between Tenant's equipment in the Equipment Space and the electric power, telephone, and fuel sources for the Property, and any other improvements. Landlord further agrees that Tenant shall have the right to install, replace and maintain utility lines, wires, poles, cables, conduits, pipes and other necessary connections over or along any right-of-way extending from the nearest public right-of-way to the Premises. Notwithstanding the foregoing, Tenant, to the extent feasible, shall locate all lines, wires, conduits and cables on existing poles extending from the roadway into Landlord's Property. The Equipment Space, Antenna Space, and Connection Space are hereinafter collectively referred to as the "**Premises.**"

2. PERMITTED USE.

(a) Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, I beams, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated

application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "**Permitted Use**").

(b) Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant's Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**.

(c) For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of Landlord's contiguous, adjoining or surrounding property (the "**Surrounding Property**") as may reasonably be required during construction and installation of the Communication Facility.

(d) Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, and to make improvements or alterations to the Property appropriate for Tenant's Permitted Use. Tenant changes include the right to construct a fence around the Premises consistent with the requirements of the Village Zoning Ordinance, Section 6-3-10, and to undertake any other appropriate means to secure the Premises at Tenant's expense. Tenant has the right to modify, supplement, replace, or upgrade the Communication Facility within the Premises, but shall not expand the equipment, increase the number of antennas or relocate the Communication Facility at any time during the term of this Agreement, without the prior written consent of Landlord. Tenant will be allowed to make such alterations to the Property in order to ensure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations, but shall make no other or further changes to the Property except upon prior notification to and consent by Landlord.

(e) In the event Tenant desires to modify or upgrade the Communication Facility, in a manner that requires an additional portion of the Property (the "**Additional Premises**") for such modification or upgrade, Landlord agrees to reasonably consider amending this Lease to Tenant for the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by the amount equivalent to the then-current per square foot rental rate charged by Landlord to Tenant times the square footage of the Additional Premises

(f) Provided, Tenant acknowledges and agrees that from and after ~~July 1, May 1,~~ 2014, as weather permits, the Village intends to proceed with re-painting the Structure; that Tenant may install its Communication Facility in the Equipment Space on the Effective Date; that Tenant shall not install its Communication Facility ~~or any part thereof~~ in the Antenna Space or in the Connection Space prior to ~~June 30, May 1,~~ 2014, except that Tenant shall cut any holes in the surface of the Structure and/or attach any brackets that may be necessary for future attachment of its equipment prior to June 30, 2014; and that Tenant may install any and all of its Communication Facility after completion of said re-painting, which Landlord shall complete in diligent and expeditious manner. In the event that such painting has not been completed by September 30, 2014, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as the painting has been completed. Any such temporary facilities will otherwise be governed by all of the terms and conditions of this Agreement, including Rent.

3. **TERM.**

(a) The initial lease term will be approximately Seven (7) years ("**Initial Term**"), commencing on the Effective Date. The Initial Term will terminate on the seventh (7th) anniversary of the completion of Landlord's repainting of the Structure as described in Section 2(e) above.

(b) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions unless Tenant notifies

Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or then-existing Extension Term.

(c) Unless (i) Landlord or Tenant notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, then upon the final Extension Term this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("**Annual Term**") until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly rental during such Annual Terms shall be equal to the Rent paid for the last month of the final Extension Term. If Tenant remains in possession of the Premises after the termination of this Agreement, then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the Term ("**Term**").

4. RENT.

(a) Upon the approval by Landlord of a contract for re-painting of the Structure, (the "**Rent Commencement Date**"), Tenant will pay Landlord a sum equal to One Hundred Fifty Thousand and No/100 (\$150,000.00) Dollars as and for rent for the Initial Term of this Lease..

(b) Thereafter, commencing on the seventh (7th) anniversary of the Rent Commencement Date, Tenant shall pay, on or before the fifth (5th) day of each calendar month in advance as and for rent for the Premises, a sum equal to Two Thousand and No/100 (\$2,000.00) (the "**Rent**"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, Rent will be prorated.

(c) In year one (1) of each subsequent Extension Term after the first (1st) Extension Term, the monthly Rent will increase by ten percent (10 %) over the Rent paid during the previous Term, and said increased monthly Rent shall apply throughout the duration of such Extension Term.

(d) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges not so billed to Tenant shall be waived and shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

5. TESTING, APPROVALS.

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for Tenant's Permitted Use and Tenant's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Tenant for its use of the Premises, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"). Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals. In addition, Tenant shall have the right to initiate the ordering and/or scheduling of necessary utilities.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals. Landlord shall grant to Tenant and its agents and employees reasonable access to the Property during normal business hours, upon reasonable advance notice, for the purpose of performing and obtaining such tests or reports; provided, Tenant shall and hereby does indemnify, defend and hold Landlord harmless from and against all liability, costs and expenses (including reasonable attorney fees) caused as a

result of or in any way arising out of the act, failure to act, or negligence of Tenant and/or Tenant's agents or employees in performing any of the activities described in this sub-paragraph (c).

6. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days' prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord given prior to commencement of construction of any improvements in the Equipment Space and/or installation of any improvements in the Antenna Space, if Tenant is unable to maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion, that the cost of obtaining or retaining the same is commercially unreasonable;

(c) by Tenant, upon written notice to Landlord, given prior to commencement of construction of any improvements in the Equipment Space and/or installation of any improvements in the Antenna Space, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant upon written notice to Landlord for any reason or no reason at any time prior to commencement of construction of any improvements in the Equipment Space and/or installation of any improvements in the Antenna Space by Tenant; or

(e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement including the following: 5 Approvals, 6(a) Termination, 6(b) Termination, 6(c) Termination, 6(d) Termination, 8 Interference, 11(d) Environmental, 18 Condemnation and 19 Casualty.

7. **INSURANCE.**

(a) During the Term, Tenant will carry, at its own cost and expense, the following insurance:

(i) Workers' Compensation Insurance as required by law and employer's liability insurance with One Million (\$1,000,000) Dollars for each accident One Million (\$1,000,000) Dollars per employee, per disease, and One Million (\$1,000,000) Dollars per disease, aggregate; and

(ii) Commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford protection of up to One Million Dollars (\$1,000,000) combined single limit, per occurrence of bodily injury, personal injury, and property damage, and Three Million (\$3,000,000) Dollars general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent. The coverage shall include blanket contractual liability insurance for all written contracts, and coverage for products and completed operations liability, independent contractor's liability, coverage for property damage from explosion, collapse or damage to underground utilities, commonly known as XCU coverage.

(iii) Vehicle insurance for all owned, hired and non-owned vehicles used by Tenant, its employees and agents, with limits of Two Million (\$2,000,000) Dollars combined single limit per accident for bodily injury and property damage.

All policies shall be made on an occurrence, and not on a claims made, basis. All required insurance shall be provided by insurers eligible to do business in the State of Illinois and rated A- or better by A.M. Best Company. Tenant's CGL insurance shall contain a provision including Landlord, including its officers, employees and agents, as an additional insured to the extent of the indemnity provided by Tenant under this Agreement. Such additional insured coverage:

(i) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Tenant, its employees, agents or independent contractors;

- (ii) shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Landlord, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Landlord, its employees, agents or independent contractors; and
- (iii) shall not exceed Tenant's indemnification obligation under this Agreement, if any.

(b) Notwithstanding the foregoing, provided Tenant or its responsible parent company maintains a net worth in excess of Two Hundred Million Dollars (\$200,000,000.00), Tenant shall have the right to self-insure the coverages required in subsection (a). In the event Tenant elects to self-insure its obligation to include Landlord as an additional insured, the following provisions shall apply (in addition to those set forth in subsection (a)):

- (i) Landlord shall promptly and no later than thirty (30) days after notice thereof provide Tenant with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Tenant with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;
- (ii) Landlord shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Tenant; and
- (iii) Landlord shall fully cooperate with Tenant in the defense of the claim, demand, lawsuit, or the like.

8. INTERFERENCE.

(a) Prior to or concurrent with the execution of this Agreement, Tenant may investigate the feasibility of locating its Communication Facility on the Property. Upon request, Landlord will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property, to the extent it has or reasonably can obtain such information. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations. Tenant will not use, nor will Tenant permit its employees, tenants, licensees, invitees, agents or independent contractors to use, any portion of the Property in any way which interferes with the existing radio frequency user(s) on the Property, the operations of Landlord for use of the Property as a Water Tower in its water supply and distribution system, or for communications purposes; or any of the existing radio frequency user(s), or the rights of Landlord or the existing radio frequency user(s) under this Agreement, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations. Should any such interference occur, Tenant will cause any interference to cease within twenty-four (24) hours after receipt of notice of interference from Landlord. In the event any such interference does not cease within the aforementioned cure period, Tenant shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected. Landlord shall have a right, in addition to any other rights it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Lease Agreement as provided in Section 6 .

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to the Property or any part thereof to any third party, if exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property. Landlord does not guarantee to Tenant that any or all such subsequent user(s) will not interfere with Tenant's Communication Facility. Provided, Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property; and Tenant may file an objection to any such proposal, within thirty (30) days of such notice, based on anticipated interference with Tenant's Communication Facility. If such objection is thereafter verified by Landlord, then Landlord shall not proceed with such proposal unless the proposal may be modified so as to eliminate the interference; and otherwise, Landlord may proceed to grant such rights. Landlord may at any time add new equipment, including communications equipment, to the Property, provided such equipment does not interfere with Tenant's Communication Facility.

(c) Landlord may repair, maintain, alter, or improve the Structure and/or the Property in connection with its operations thereon, as may be reasonably necessary, provided that such activities shall not disturb or interfere with Tenant's rights hereunder.

(d) Landlord will not permit its employees, tenants, licensees, invitees, agents or independent contractors to use any portion of the Property in any way which interferes with the Communication Facility, the operations of Tenant, or the rights of Tenant under this Agreement. Landlord will promptly cause, or notify any such tenant, licensee or invitee and use it best efforts to cause, any such interference to cease within twenty-four (24) hours after receipt of notice of such interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Tenant shall have a right, in addition to any other rights it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Lease Agreement immediately upon written notice.

(d) If any other tenant, licensee, or invitee of Landlord shall use any portion of the Property in any way which interferes with the Communication Facility, the operations of Tenant, or the rights of Tenant under this Agreement, after its Effective Date, Landlord will promptly notify such tenant, licensee or invitee to cease any such interference and may take any appropriate action pursuant to any agreement between Landlord and such lessee, licensee or invitee, as the case may be, to cause the interference to cease. In the event any such interference does not cease within twenty-four (24) hours of such notice, Tenant shall have a right, in addition to any other rights it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Lease Agreement immediately upon written notice.

(e) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility, or from the communications signals from Landlord's equipment, if any, or from the communications signals of any of the existing radio frequency user(s) on the Property.

9. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

10. WARRANTIES.

(a) Tenant and Landlord each, for itself respectively, acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license and solely owns the Structure; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises without hindrance or ejection by any persons lawfully claiming under Landlord; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, a mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest.

11. ENVIRONMENTAL.

(a) Landlord represents and warrants, that to the best of its knowledge and belief, and except as may be identified in **Exhibit 11** attached to this Agreement, (i) the Property, as of the date of this Agreement, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**"), to the extent arising from that party's breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the effective date of this Agreement or from such contamination caused by the acts or omissions of the Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnifications of this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or third party, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

12. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("**Access**") to and over the Property, from Elm Street over and across the driveway onto the Property as depicted on Exhibit 1 to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**,

Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such access at no additional cost to Tenant. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as **Exhibit 12**; and, upon Tenant's request, Landlord shall execute additional such letters granting such Access during the Term. Landlord acknowledges that in the event Tenant cannot obtain Access to the Premises, Tenant shall incur significant damage. If Landlord fails to provide the access granted by this Section 12, such failure shall be a default under this Agreement. In connection with such default, in addition to any other rights or remedies available to Tenant under this Agreement or at law or equity, Landlord shall pay Tenant, as liquidated damages and not as a penalty, \$500.00 per day in consideration of Tenant's damages until Landlord cures such default. Landlord and Tenant agree that Tenant's damages in the event of a denial of Access are difficult, if not impossible, to ascertain, and the liquidated damages set forth above are a reasonable approximation of such damages. Provided, construction activities on the Premises related to installation of the Communication Facility shall be limited to the hours of 7:00 a.m. through 7:00 p.m., Monday through Friday, and 7:00 a.m. through 5:00 p.m. on Saturday.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during or after the Term. Within one hundred twenty (120) days of the termination of this Agreement, Tenant will remove all of Tenant's above-ground improvements, including all footings and foundations to a depth of one-foot below grade, from the Premises, and Tenant will, to the extent reasonable, restore the Premises to its condition at the commencement of this Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during or after the Term. Any portions of the Communication Facility that Tenant does not remove within one hundred twenty (120) days after the end of the Term shall be deemed abandoned and owned by Landlord. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any shrubs or other vegetation.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto, the Structure, and all areas of the Premises where Tenant does not have exclusive control, in good and tenable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, including (but only after a period of one year continuous live growth after the date of planting) any landscaping installed by Tenant as a condition of this Agreement or any required permit.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from Landlord. When submetering is elected by Tenant under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Landlord agrees that it will not include a markup on the utility charges. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within forty-five (45) days of receipt of the usage data and required forms. As noted in Section 4(c) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advance notice of any interruptions of said electrical service by Landlord; and to promptly forward any notice of such interruption received from the service provider. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an

extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such utility services to be furnished or supplied by outside suppliers or by Landlord.

(c) Landlord hereby grants to any company providing utility or similar services, including electrical power and telecommunications, to Tenant an easement over the Property, from Elm Street and the driveway onto the Property to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or the service company's request, Landlord will execute a separate recordable easement evidencing this grant, provided that Tenant or such service company shall prepare a proper document in recordable form for signature, and shall bear the cost of recording. The Landlord shall charge no fee for signing such document.

(d) The parties acknowledge and agree that from time to time it will be advisable or necessary for the Village to re-paint the Structure. Notwithstanding anything to the contrary contained in this Agreement, upon making a determination that such re-painting shall be done, Landlord shall notify Tenant not less than ninety (90) days in advance of the date when the Structure on the Premises is scheduled to be painted. Tenant shall thereafter at its expense remove such of its Communication Facility as is located anywhere on the Structure, and cover or secure to its satisfaction such of its Communication Facility as is located in the Equipment Space on the Premises, for the duration of the painting project. Tenant may place a temporary antenna array or cell on the Premises, subject to review and approval of the Landlord, which approval shall not unreasonably be withheld, for the duration of the painting project. Upon completion of the painting, Tenant shall promptly re-attach to the Structure the portion of its Communication Facility that had been located thereon, and uncover the portion of the Communication Facility located on the ground.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 of this Agreement within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 of this Agreement within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and (ii) any and all other rights available to it under law and equity.

16. ASSIGNMENT/SUBLEASE. Tenant will have the right to assign this Agreement and its rights herein, in whole or in part, without Landlord's consent. Upon notification to Landlord of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment.

17. NOTICES. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective

when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: IL1104; Cell Site Name: Downtown Hampshire
Fixed Asset No: 10153797
575 Morosgo Drive NE
Suite 13-F West Tower
Atlanta, GA 30324

With a copy to: New Cingular Wireless PCS, LLC
Attn.: Legal Department
Re: Cell Site #: IL1104; Cell Site Name: Downtown Hampshire
Fixed Asset No: 10153797
208 S. Akard Street
Dallas, Texas 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Landlord: Village of Hampshire
Site Name: Elm Street Water Tower
234 S. State St.
PO BOX 457
Hampshire, IL 60140-0457
Attn: Village Administrator

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other as provided herein.

18. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

19. CASUALTY. Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within forty-eight (48) hours of the casualty or other harm. If any part of the Communication Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the

Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant, and Tenant decides not to terminate under this Section, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

20. WAIVER OF LANDLORD'S LIENS. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. TAXES.

(a) Landlord shall be responsible for timely payment of all taxes and assessments levied upon the lands, improvements and other property of Landlord. Tenant shall be responsible for any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord. . Notwithstanding the foregoing, Tenant shall pay any real property tax, personal property tax or any other tax or fee which is assessed to either Landlord or Tenant which is directly attributable to the installation or presence of Tenant's Communication Facility on the Premises, for so long as this Agreement remains in effect, has not expired of its own terms, and has not been terminated by either party as provided herein.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with a copy of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord does not provide such notice or notices to Tenant within such time period, Landlord shall be responsible for payment of the tax or assessment set forth in the notice, and Landlord shall not have the right to reimbursement of such amount from Tenant. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law or otherwise agreed by and between Landlord and Tenant.

(d) Landlord shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Tenant.

(e) Tenant shall have the right but not the obligation to pay any taxes due from Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(e) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant as provided in Section 15(b), provided that Tenant may exercise such right without having provided to Landlord notice and the opportunity to cure per Section 15(b).

(f) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17 and, in addition, a copy of any such notices shall be sent to the following address. Promptly after the Effective Date of this Agreement, Landlord shall provide the following address to the taxing authority for the authority's use in the event the authority chooses to communicate with Tenant. In the event that Tenant's tax address is changed and notice thereof is provided to Landlord in accordance with the requirements of Section 17 above, Landlord shall provide Tenant's new tax address to the taxing authority. For purposes of this section, "taxing authority" shall mean the Hampshire Township Assessor and the Kane County Treasurer

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration -- Taxes
Re: Cell Site #: IL1104; Cell Site Name: Downtown Hampshire
Fixed Asset No: 10153797575 Morosgo Drive NE
Suite 13-F West Tower
Atlanta, GA 30324

(g) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

22. SALE OF PROPERTY.

(a) Landlord shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property except as provided below.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this subsection (b) to Tenant. Until Tenant receives all such documents, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.

- i. Intentionally omitted
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed New Cingular Payment Direction Form
- vii. Full contact information for new Landlord including phone number(s)

(c) Landlord agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. Landlord or Landlord's prospective purchaser shall reimburse Tenant for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment.

(d) The provisions of this Section shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

23. RENTAL STREAM OFFER. If at any time after the date of this Agreement, Landlord receives a bona fide written offer from a third party seeking an assignment or transfer of Rent payments associated with this Agreement (“**Rental Stream Offer**”), Landlord shall not accept such offer except in compliance with the provisions of this paragraph. Landlord shall promptly and in any event before accepting such offer, furnish Tenant with a copy of the Rental Stream Offer pursuant to the Notice provisions above. Tenant shall have the right within twenty (20) days after it receives such copy to match the Rental Stream Offer at the same price and on the same terms as are set forth in the Rental Stream Offer. . If Tenant intends to match such offer, it shall promptly execute and deliver to Landlord its written agreement to do so, in the form of a contract at the same price and on the same terms as are set forth in the Rental Stream Offer, and otherwise substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the twenty (20) day period, Landlord shall be free to accept the Rental Stream Offer, free of any right or claim of Tenant under this Section. . If Landlord accepts any such Rental Stream Offer without complying with this Section, such acceptance shall be considered to be a breach of this Agreement and Tenant may thereafter withhold payments of Rent due under this Agreement until Landlord terminates, cancels or rescinds such acceptance and otherwise complies with this Section. Provided, Tenant shall be responsible to pay such payments of Rent upon such termination, cancellation, or rescission, unless Tenant elects to match the Rental Stream Offer pursuant to this Section. The rights granted by this Section shall not apply to any transaction other than the assignment by Landlord solely of the rental stream hereunder. Without limiting the generality of the foregoing, nothing in this Section shall be construed to apply to (1) Landlord’s grant of a security interest hereunder in connection with any mortgage, loan or other extension of credit; (2) an assignment pursuant to Section 16 hereof of Landlord’s rights under this Agreement or in and to the Property (other than an assignment of the rental stream hereunder only); (3) Landlord’s retention of a contractor to manage and maintain the Property or a portion thereof for a consideration that includes, in whole or in part, the right to share in rental payments or other revenues; (4) Landlord’s retention of a contractor to collect rents or other accounts receivable on Landlord’s behalf; or (5) the assignment of revenue under any agreement other than this Agreement or of rentals due from any tenant of Landlord other than Tenant.

24. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum or Short Form of Lease substantially in the form attached as **Exhibit 24b**. Either party may record this Memorandum or Short Form of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term of this Agreement, either party will, at any time upon fifteen (15) business days’ prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations (“**Laws**”) applicable to Tenant’s use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord’s ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to "Tenant" shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9.** As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including, any change in Landlord's name or address.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys' Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

(n) **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

"LANDLORD"

The Village of Hampshire, an Illinois Municipality

By: _____
Print Name: _____
Its: _____
Date: _____, 2014

"TENANT"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: Donco Koceski
Its: Sr. Real Estate & Construction Manager
Date: _____, 2014

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____, 20__, before me personally appeared Donco Koceski, and acknowledged under oath that he is the Sr. Real Estate & Construction Manager of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC named in the attached instrument, and as such was authorized to execute this instrument on behalf of the limited liability company.

Notary Public
Print Name: _____
My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

I CERTIFY that on _____, 2014, _____ [name of representative] personally came before me and acknowledged under oath that he or she:

- (a) is the _____ [title] of _____ [name of corporation], the corporation named in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the corporation and
- (c) executed the instrument as the act of the corporation.

Notary Public
Print Name: _____
My Commission Expires: _____

EXHIBIT 1

DESCRIPTION OF PREMISES

Page ___ of ___

to the Structure Lease Agreement dated _____, 2014, by and between The Village of Hampshire, an Illinois municipal corporation as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

That part of the following described property improved with an elevated water storage tank for the Village's water supply and distribution system:

Lot 1 in Old Mill Manor, Unit 1, a Subdivision of part of the Northwest Quarter of Section 27, Township 42 North, Range 6 East of the Third Principal Meridian, in the Village of Hampshire, Kane County, Illinois.

PIN: 01-27-107-012
Common Address: 800 Elm Street, Hampshire, Illinois

Notes:

- 1.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

EXHIBIT 11

ENVIRONMENTAL DISCLOSURE

Landlord represents and warrants that the Property, to the best of its knowledge and belief, as of the date of this Agreement, is free of hazardous substances except as follows:

1. NONE.

EXHIBIT 12
STANDARD ACCESS LETTER
[FOLLOWS ON NEXT PAGE]

[Landlord Letterhead]

DATE

Village of Hampshire

Site Name: Downtown Hampshire

234 S. State St.

PO BOX 457

Hampshire, IL 60140-0457

Re: Authorized Access granted to AT&T
FA# 10153797; Site# IL1104; Site Name: Downtown Hampshire

Dear Building and Security Staff,

Please be advised that we have signed a lease with AT&T permitting AT&T to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant AT&T and its representatives, employees, agents and subcontractors ("representatives") 24 hour per day, 7 day per week access to the leased area.

To avoid impact on telephone service during the day, AT&T representatives may be seeking access to the property outside of normal business hours. AT&T representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the property and to leased area. Thank you for your assistance.

Village of Hampshire Signature

EXHIBIT 24b

MEMORANDUM OF LEASE

[FOLLOWS ON NEXT PAGE]

Prepared by:

SAC NAME

SAC FIRM

FIRM ADDRESS

CITY, STATE ZIP

Return to:

Re:

Market: IL/WI

Cell Site Number: IL1104

Cell Site Name: Downtown Hampshire

Fixed Asset Number: 10153797

**MEMORANDUM
OF
LEASE**

This Memorandum of Lease is entered into on this ____ day of _____, 2014, by and between _____, a _____, having a mailing address of _____ (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Structure Lease Agreement ("**Agreement**") on the ____ day of _____, 20____, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be seven (7) years commencing on the Effective Date of the Agreement, with four (4) successive five (5) year options to renew.
3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

"LANDLORD"

The Village of Hampshire

By: _____

Print Name: _____

Its: _____

Date: _____, 2014

"TENANT"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation

Its: Manager

By: _____

Print Name: Donco Koceski

Its: Senior Real Estate & Construction Manager

Date: _____, 2014

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____, 2014, before me personally appeared Donco Koceski, and acknowledged under oath that he/she is the Senior Real Estate & Construction Manager of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

Notary Public: _____
My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

I CERTIFY that on _____, 2014, _____ [name of representative] personally came before me and acknowledged under oath that he or she:

(a) is the _____ [title] of _____ [name of corporation], the corporation named in the attached instrument,

(b) was authorized to execute this instrument on behalf of the corporation and

(c) executed the instrument as the act of the corporation.

Notary Public: _____
My Commission Expires: _____

EXHIBIT 1

DESCRIPTION OF PREMISES

Page ____ of ____

to the Memorandum of Lease dated _____, 2014, by and between _____, a _____, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

Lot 1 of Old Mill Manor, Unit 1, a Subdivision of part of the Northwest Quarter of Section 27, Township 42 North, Range 6, East of the Third Principal Meridian, in the Village of Hampshire, Kane County, Illinois.

The Premises are described and/or depicted as follows:

See attached 4 page drawings.

W-9 FORM

[FOLLOWS ON NEXT PAGE]

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶ _____	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number	
[][] - [][] - [][][][]	

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number	
[][] - [][][][][][]	

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
------------------	----------------------------------	--------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

[FOLLOWS ON NEXT PAGE]

Prepared by and Return to:

New Cingular Wireless PCS, LLC

Attn: _____

Cell Site No: _____

Cell Site Name: _____

Fixed Asset Number: _____

State: _____

County: _____

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement"), dated as of the date below, between _____ having its principal office at _____, (hereinafter called "**Mortgagee**") and _____, a _____ having its principal office/residing at _____ (hereinafter called "**Landlord**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 (hereinafter called "**Tenant**").

WITNESSETH:

WHEREAS, Tenant has entered into a certain lease dated _____, 20__, (the "**Lease**") with Landlord, covering property more fully described in **Exhibit 1** attached hereto and made a part hereof (the "**Premises**"); and

WHEREAS, Landlord has given to Mortgagee a mortgage (the "**Mortgage**") upon property having a street address of _____, being identified as Lot _____ in Block _____ in the _____ of _____, _____ County, State of _____ ("**Property**"), a part of which Property contains the Premises; and

WHEREAS, the Mortgage on the Property is in the original principal sum of _____ (\$ _____) Dollars, which Mortgage has been recorded in the appropriate public office in and for _____ County, _____ ("**Mortgage**"); and

WHEREAS, Tenant desires to be assured of continued occupancy of the Premises under the terms of the Lease and subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. So long as this Agreement will remain in full force and effect, the Lease is and will be subject and subordinate to the lien and effect of the Mortgage insofar as it affects the real property and fixtures of which the Premises forms a part (but not Tenant's trade fixtures and other personal property), and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of the principal sum secured thereby and interest thereon, with the same force and effect as if the Mortgage had been executed, delivered, and duly recorded among the above-mentioned public records, prior to the execution and delivery of the Lease.

2. In the event Mortgagee takes possession of the Premises as mortgagee-in-possession, including but not limited to, by deed in lieu of foreclosure or foreclosure of the Mortgage, Mortgagee agrees not to affect or disturb Tenant's right to possession of the Premises and any of Tenant's other rights under the Lease in the exercise of Mortgagee's rights so long as Tenant is not then in default, after applicable notice and/or grace periods, under any of the terms, covenants, or conditions of the Lease.

3. In the event that Mortgagee succeeds to the interest of Landlord or other landlord under the Lease and/or to title to the Premises, Mortgagee and Tenant hereby agree to be bound to one another under all of the terms, covenants and conditions of the Lease; accordingly, from and after such event, Mortgagee and Tenant will have the same remedies against one another for the breach of an agreement contained in the Lease as Tenant and Landlord had before Mortgagee succeeded to the interest of Landlord; provided, however, that Mortgagee will not be:

- (a) personally liable for any act or omission of any prior landlord (including Landlord); or
- (b) bound by any rent or additional rent which Tenant might have paid for more than the payment period as set forth under the Lease (one month, year etc.) in advance to any prior landlord (including Landlord).

4. In the event that Mortgagee or anyone else acquires title to or the right to possession of the Premises upon the foreclosure of the Mortgage, or upon the sale of the Premises by Mortgagee or its successors or assigns after foreclosure or acquisition of title in lieu thereof or otherwise, Tenant agrees not to seek to terminate the Lease by reason thereof, but will remain bound unto the new owner so long as the new owner is bound to Tenant (subject to paragraph 3 above) under all of the terms, covenants and conditions of the Lease.

5. Mortgagee understands, acknowledges and agrees that notwithstanding anything to the contrary contained in the Mortgage and/or any related financing documents, including, without limitation, any UCC-1 financing statements, Mortgagee will acquire no interest in any furniture, equipment, trade fixtures and/or other property installed by Tenant on the Property. Mortgagee hereby expressly waives any interest which Mortgagee may have or acquire with respect to such furniture, equipment, trade fixtures and/or other property of Tenant now, or hereafter, located on or affixed to the Property or any portion thereof and Mortgagee hereby agrees that same do not constitute realty regardless of the manner in which same are attached or affixed to the Property.

6. This Agreement will be binding upon and will extend to and benefit the successors and assigns of the parties hereto and to any assignees or subtenants of Tenant which are permitted under the Lease. The term "**Mortgagee**", when used in this Agreement will be deemed to include any person or entity which acquires title to or the right to possession of the Premises by, through or under Mortgagee and/or the Mortgage, whether directly or indirectly.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the last signature date below.

LANDLORD: _____,
a _____

By: _____
Name: _____
Title: _____
Date: _____, 2014

TENANT: New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Name: Dennis Klein
Title: Area Manager, Real Estate & Construction
Date: _____, 2014

MORTGAGEE: _____,
a _____

By: _____
Name: _____
Title: _____
Date: _____, 2012

LANDLORD (INDIVIDUAL)

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by _____, () who is personally known to me OR () who has produced _____ as identification.

Notary Public
Print Name: _____
My Commission Expires: _____

LANDLORD (PARTNERSHIP)

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by _____, partner on behalf of _____, a _____ partnership, () who is personally known to me OR () who has produced _____ as identification.

Notary Public
Print Name: _____
My Commission Expires: _____

LANDLORD (CORPORATION)

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by _____ [name of representative], the _____ [title] of the corporation, () who is personally known OR () who has produced _____ as identification.

Notary Public
Print Name: _____
My Commission Expires: _____

TENANT

STATE OF _____)
) ss
COUNTY OF _____)

On the ____ day of _____, 2012, before me personally appeared Dennis Klein, who acknowledged under oath that he/she is the Area Manager, Real Estate & Construction of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

Notary Public
Print Name: _____
My Commission Expires: _____

MORTGAGEE (CORPORATION)

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2014 by _____ [name of representative] the _____ [title] of _____ [name of banking institution], a _____ corporation on behalf of the corporation () who is personally known OR () who produced _____ as identification.

Notary Public
Print Name: _____
My Commission Expires: _____

EXHIBIT 1

DESCRIPTION OF PREMISES

The Property is legally described as follows:

The Premises is legally described as follows:

VILLAGE OF HAMPSHIRE

Accounts Payable

March 20, 2014

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

Total: \$94,329.69

To be paid on or before
March 26, 2014

Village President: _____

Attest: _____

Village Clerk: _____

Date: _____

DATE: 03/18/14
 TIME: 12:53:27
 ID: AP441000.WOW

VILLAGE OF HAMPSHIRE
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 03/18/2014

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
B&F B&F CONSTRUCTION CODE SERVICES							
38842	03/07/14	01	INV#38842	01-001-002-4390 BLDG. INSP. SERVICES		03/07/14	895.50
						INVOICE TOTAL:	895.50
						VENDOR TOTAL:	895.50
BLCR HEALTH CARE SERVICES							
APRIL 2014	03/11/14	01	ADM	01-001-001-4031 EMPLOYER HEALTH INS.		03/11/14	616.00
		02	ADM	01-001-001-4033 EMPLOYER DENTAL INS.			35.45
		03	PD	01-002-001-4031 EMPLOYER HEALTH INS.			14,403.59
		04	PD	01-002-001-4033 EMPLOYER DENTAL INS.			1,104.75
		05	STR	01-003-001-4031 EMPLOYER HEALTH INS.			4,371.55
		06	STR	01-003-001-4033 EMPLOYER DENTAL INS.			334.27
		07	WTR	30-001-001-4031 EMPLOYER HEALTH INS			1,113.55
		08	WTR	30-001-001-4033 EMPLOYER DENTAL INS			70.90
		09	SWR	31-001-001-4031 EMPLOYER HEALTH INS			2,922.67
		10	SWR	31-001-001-4033 EMPLOYER DENTAL INS			200.38
		11	C.C.	01-000-000-3060 CHRISTENSEN MEDICAL INSURA			1,331.35
						INVOICE TOTAL:	26,504.46
						VENDOR TOTAL:	26,504.46
BP BPGAS							
40684439	03/07/14	01	ACCT#4990222749	01-002-003-4660 GASOLINE/OIL		03/07/14	2,497.52
						INVOICE TOTAL:	2,497.52
						VENDOR TOTAL:	2,497.52

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VILLAGE OF HAMPSHIRE
DETAIL BOARD REPORT

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INVOICES DUE ON/BEFORE 03/18/2014

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
BPCI BENEFIT PLANNING CONSULTANTS,							
BPCI000040364	03/17/14	01	INV#BPCI00040364	01-001-002-4380 OTHER PROF.SERVICES-VILLAG		03/17/14	75.00
							INVOICE TOTAL: 75.00
							VENDOR TOTAL: 75.00
CDSL P CDS LEASING A PROGRAM OF DE							
40589525	03/11/14	01	ACCT#204238	01-002-002-4280 RENTALS		03/11/14	387.62
							INVOICE TOTAL: 387.62
							VENDOR TOTAL: 387.62
CHJO CHERYL JOHNSON							
0008	03/07/14	01	CLEANING VILLAGE FOR MAR 2014	01-001-002-4100 MAINTENANCE - BLDG.		03/07/14	100.00
							INVOICE TOTAL: 100.00
							VENDOR TOTAL: 100.00
COED COMMONWEALTH EDISON							
031714	03/17/14	01	ACCT#1939142034	31-001-002-4360 ENGINEERING SERVICES		03/17/14	264.23
		02	ACCT#0710116073	01-003-002-4260 STREET LIGHTING			63.65
		03	ACCT#2539042023	01-003-002-4260 STREET LIGHTING			7.72
							INVOICE TOTAL: 335.60
							VENDOR TOTAL: 335.60
CONEEN CONSTELLATION NEW ENERGY							
0014038019	03/17/14	01	ACCT#1-EI-2497	31-001-002-4260 UTILITIES		03/17/14	376.59
							INVOICE TOTAL: 376.59
							VENDOR TOTAL: 376.59

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VILLAGE OF HAMPSHIRE
DETAIL BOARD REPORT

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INVOICES DUE ON/BEFORE 03/18/2014

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT

COUNSCDI COMMUNITY UNIT SCHOOL DISTRICT							
MARCH 2014	03/18/14	01	TARANSITION FEES	60-001-004-4800 SCHOOL TRAN - DIST #300		03/18/14	5,500.00
						INVOICE TOTAL:	5,500.00
						VENDOR TOTAL:	5,500.00
CUBE CULLIGAN OF BELVIDERE							
MARCH 2014	03/11/14	01	ACCT#93732	01-003-002-4280 RENTALS		03/11/14	6.33
		02	ACCT#93732	30-001-002-4280 RENTAL SERVICE			18.33
		03	ACCT#93732	31-001-002-4280 RENTAL SERVICES			18.34
		04	ACCT#85662	01-001-002-4280 RENTAL - CARPET-WATER COOL			8.00
		05	ACCT#93740	01-003-002-4280 RENTALS			8.00
		06	ACCT#104711	01-002-002-4280 RENTALS			57.75
						INVOICE TOTAL:	116.75
						VENDOR TOTAL:	116.75
CURR CURRAN CONTRACTING COMPANY							
8351	03/11/14	01	INV#8351	01-003-002-4130 MAINTENANCE - STREETS		03/11/14	368.53
						INVOICE TOTAL:	368.53
						VENDOR TOTAL:	368.53
DIPLEX DIEMER PLUMBING & EXCAVATING							
33310J	03/12/14	01	INV#33310J	30-001-002-4160 MAINT. UTILITY SYSTEM		03/12/14	677.50
						INVOICE TOTAL:	677.50
						VENDOR TOTAL:	677.50

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VILLAGE OF HAMPSHIRE
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 03/18/2014

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
EEL ENGINEERING ENTERPRISES							
MARCH 2014	03/11/14	01	HA0757 INV#53982	31-001-002-4360		03/11/14	1,535.00
		02	HA1125 INV#53983	ENGINEERING SERVICES 70-003-006-4377			597.00
		03	HA1206 INV#53984	ROMKE ROAD INTERSECTION 01-001-002-4360			168.00
		04	HA1316 INV#53985	ENGINEERING SERVICES - VIL 01-001-002-4361			394.50
		05	HA1400 INV#53986	ENGINEERING SERVICES - REI 01-001-002-4360			1,214.00
		06	HA1401 INV#53987	ENGINEERING SERVICES - VIL 31-001-002-4360			1,786.00
		07	HA1402 INV#53988	ENGINEERING SERVICES 01-001-002-4360			3,524.00
		08	HA1403 INV#53989	ENGINEERING SERVICES - VIL 01-000-000-2157			1,815.00
				SECURITY DEP-CRN PRAIRIE -			
						INVOICE TOTAL:	11,033.50
						VENDOR TOTAL:	11,033.50
ELLA ELLA JOHNSON LIBRARY							
MARCH 2014	03/18/14	01	TRANSITION FEES	61-001-004-4850		03/18/14	170.00
				LIBRARY TRAN - DIST #158			
						INVOICE TOTAL:	170.00
						VENDOR TOTAL:	170.00
HAAUPA HAMPSHIRE AUTO PARTS							
337421	02/21/14	01	INV#337421	01-002-003-4680		02/21/14	43.14
				OPERATING SUPPLIES			
						INVOICE TOTAL:	43.14
337527	02/21/14	01	INV#337527	01-003-002-4110		02/21/14	5.99
				MAINTENANCE - VEHICLES			
						INVOICE TOTAL:	5.99

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VILLAGE OF HAMPSHIRE
DETAIL BOARD REPORT

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INVOICES DUE ON/BEFORE 03/18/2014

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
HAAUPA HAMPSHIRE AUTO PARTS							
337587	02/21/14	01	INV#337587	01-002-002-4110 MAINTENANCE - VEHL.		02/21/14	35.14
						INVOICE TOTAL:	35.14
338816	02/21/14	01	INV#338816	30-001-003-4670 MAINTENANCE SUPPLIES		02/21/14	33.98
						INVOICE TOTAL:	33.98
338862	02/21/14	01	INV#338862	30-001-003-4670 MAINTENANCE SUPPLIES		02/21/14	20.78
						INVOICE TOTAL:	20.78
339596	02/27/14	01	INV#339596	01-003-003-4670 MAINTENANCE SUPPLIES		02/27/14	42.42
						INVOICE TOTAL:	42.42
339698	02/27/14	01	INV#339698	31-001-003-4670 MAINTENANCE SUPPLIES		02/27/14	161.75
						INVOICE TOTAL:	161.75
						VENDOR TOTAL:	343.22
HAFD HAMPSHIRE FIRE PROTECTION							
MARCH 2014	03/18/14	01	TRANSITION FEES	63-001-004-4850 FIRE TRAN - DIST #158		03/18/14	600.00
						INVOICE TOTAL:	600.00
						VENDOR TOTAL:	600.00
HAMCHA HAMPSHIRE CHAMBER OF COMMERCE							
4253	03/07/14	01	INV#4253	01-001-002-4430 DUES		03/07/14	60.00
						INVOICE TOTAL:	60.00
						VENDOR TOTAL:	60.00

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VILLAGE OF HAMPSHIRE
DETAIL BOARD REPORT

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INVOICES DUE ON/BEFORE 03/18/2014

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT

HAPD	HAMPSHIRE PARK DISTRICT						
MARCH 2014	03/18/14	01	TRANSITION FEES	62-001-004-4800		03/18/14	500.00
				PARK TRAN FEE - DIST #300			
						INVOICE TOTAL:	500.00
						VENDOR TOTAL:	500.00
HDSUWA	HD SUPPLY WATERWORKS LTD						
C086719	03/07/14	01	ACCT#080324	30-001-005-4960		03/07/14	2,943.11
				METERS/EQUIPMENTS			
						INVOICE TOTAL:	2,943.11
C108864	03/07/14	01	ACCT#080324	30-001-005-4960		03/07/14	2,960.00
				METERS/EQUIPMENTS			
						INVOICE TOTAL:	2,960.00
						VENDOR TOTAL:	5,903.11
IPODBA	IPO/DBA CARDUNAL OFFICE SUPPLY						
559854-0	03/17/14	01	INV#559854-0	01-001-003-4650		03/17/14	26.04
				OFFICE SUPPLIES			
						INVOICE TOTAL:	26.04
559895-0	03/17/14	01	INV#559895-0	01-001-003-4650		03/17/14	62.99
				OFFICE SUPPLIES			
						INVOICE TOTAL:	62.99
						VENDOR TOTAL:	89.03
KAUN	KALE UNIFORMS, INC.						
18045503	03/12/14	01	INV#18045503	01-002-003-4690		03/12/14	105.00
				UNIFORMS			
						INVOICE TOTAL:	105.00
						VENDOR TOTAL:	105.00
KONMIN	KONICA MINOLTA BUSINESS SOLUTI						

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VILLAGE OF HAMPSHIRE
 DETAIL BOARD REPORT

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INVOICES DUE ON/BEFORE 03/18/2014

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
KONMIN KONICA MINOLTA BUSINESS SOLVTI							
228053235	03/07/14	01	INV#228053235	01-001-002-4340		03/07/14	307.37
				PRINT/ADV/FORMS			
						INVOICE TOTAL:	307.37
						VENDOR TOTAL:	307.37
LENE LEXIS NEXIS RISK DATA							
1581041-20140228	03/11/14	01	INV#1581041-20140228	09-001-006-4800		03/11/14	159.65
				EVIDENCE RELATED EXPENSE			
						INVOICE TOTAL:	159.65
						VENDOR TOTAL:	159.65
MAFL MARATHON FLEET							
051546	02/21/14	01	INV#051546	30-001-003-4660		02/21/14	108.55
				GASOLINE/OIL			
						INVOICE TOTAL:	108.55
081618	02/21/14	01	INV#081618	31-001-003-4660		02/21/14	102.00
				GASOLINE - OIL			
						INVOICE TOTAL:	102.00
081622	02/21/14	01	INV#081622	30-001-003-4660		02/21/14	97.00
				GASOLINE/OIL			
						INVOICE TOTAL:	97.00
092204	02/27/14	01	INV#092204	30-001-003-4660		02/27/14	100.07
				GASOLINE/OIL			
						INVOICE TOTAL:	100.07
094801	02/21/14	01	INV#094801	30-001-003-4660		02/21/14	63.87
				GASOLINE/OIL			
						INVOICE TOTAL:	63.87
100751	02/21/14	01	INV#100751	30-001-003-4660		02/21/14	91.75
				GASOLINE/OIL			
						INVOICE TOTAL:	91.75

DATE: 03/18/14
 TIME: 12:53:27
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VILLAGE OF HAMPSHIRE
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 03/18/2014

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
MAFL MARATHON FLEET							
112242	02/21/14	01	INV#112242	01-003-003-4660 GASOLINE/OIL		02/21/14	93.00
						INVOICE TOTAL:	93.00
124226	02/21/14	01	INV#124226	30-001-003-4660 GASOLINE/OIL		02/21/14	78.33
						INVOICE TOTAL:	78.33
130951	03/07/14	01	INV#130951	30-001-003-4660 GASOLINE/OIL		03/07/14	106.50
						INVOICE TOTAL:	106.50
135247	02/27/14	01	INV#135247	30-001-003-4660 GASOLINE/OIL		02/27/14	101.00
						INVOICE TOTAL:	101.00
MARCH 2014	03/11/14	01	ACCT#7560-00-113010-3	01-002-003-4660 GASOLINE/OIL		03/11/14	1,607.02
						INVOICE TOTAL:	1,607.02
						VENDOR TOTAL:	2,549.09
MARSCH MARK SCHUSTER P.C.							
MARCH 2014	03/07/14	01	100.001 MISCELLANEOUS MATTERS	01-001-002-4370 LEGAL SERVICES - VILLAGE		03/07/14	5,589.85
		02	100.002 MEETING	01-001-002-4370 LEGAL SERVICES - VILLAGE			1,021.85
		03	100.007 PROSECUTION	01-001-002-4370 LEGAL SERVICES - VILLAGE			544.00
		04	100.101 CROWN	01-000-000-2157 SECURITY DEP-CRN PRAIRIE -			58.00
		05	100.102 PASQUINELLI-PHI-HAMPSH	01-001-002-4371 LEGAL SERVICES - REIMB.			145.00
		06	100.116 HAMPSHIRE HIGHLANDS	01-001-002-4370 LEGAL SERVICES - VILLAGE			174.00

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MARSCH	MARK SCHUSTER P.C.						
MARCH 2014	03/07/14	07	100.138 MEDIACOM	01-001-002-4370		03/07/14	525.25
				LEGAL SERVICES - VILLAGE			
		08	100.140 TUSCANY WOODS WORKOUT	01-001-002-4370			3,248.00
				LEGAL SERVICES - VILLAGE			
		09	100.143 TWH/UNIT 1	01-001-002-4371			4,640.00
				LEGAL SERVICES - REIMB.			
		10	100.144 PHI/UNIT 2	01-001-002-4371			2,015.50
				LEGAL SERVICES - REIMB.			
		11	100.147 LIL' WONDERS	01-001-002-4370			1,188.25
				LEGAL SERVICES - VILLAGE			
		12	100.148 WILLIAM RYAN HOMES	01-001-002-4371			739.50
				LEGAL SERVICES - REIMB.			
						INVOICE TOTAL:	19,889.20
						VENDOR TOTAL:	19,889.20
MECO	MEDIACOM						
MARCH 2014	03/17/14	01	ACCT#8384 91 238 0000096	01-001-002-4230		03/17/14	107.40
				COMMUNICATION SERVICES			
						INVOICE TOTAL:	107.40
						VENDOR TOTAL:	107.40
MIFISE	MIDWEST FIRE & SECURITY						
31386	03/12/14	01	INV#31386	30-001-002-4230		03/12/14	440.00
				COMMUNICATION SERVICES			
						INVOICE TOTAL:	440.00
31387	03/12/14	01	INV#31387	30-001-002-4230		03/12/14	200.00
				COMMUNICATION SERVICES			
						INVOICE TOTAL:	200.00
						VENDOR TOTAL:	640.00
NICOR	NICOR						

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NICOR	NICOR						
031214	03/12/14	01	ACCT#66-55-16-4647 5	31-001-002-4260		03/12/14	83.20
			UTILITIES				
						INVOICE TOTAL:	83.20
031714	03/17/14	01	ACCT#19-61-05-1000 0	31-001-002-4260		03/17/14	23.72
			UTILITIES				
		02	ACCT#87-56-68-1000 5	31-001-002-4260			3,031.69
			UTILITIES				
						INVOICE TOTAL:	3,055.41
						VENDOR TOTAL:	3,138.61
PETPRO	PETERSEN FUELS INC.						
216	03/07/14	01	INV#216	01-003-003-4660		03/07/14	-14.31
			GASOLINE/OIL				
						INVOICE TOTAL:	-14.31
217	03/07/14	01	INV#217	01-003-003-4660		03/07/14	-236.44
			GASOLINE/OIL				
						INVOICE TOTAL:	-236.44
227	03/07/14	01	INV#227	01-003-003-4660		03/07/14	-9.85
			GASOLINE/OIL				
						INVOICE TOTAL:	-9.85
228A	03/07/14	01	INV#228	01-003-003-4660		03/07/14	-77.66
			GASOLINE/OIL				
						INVOICE TOTAL:	-77.66
242	03/07/14	01	INV#242	01-003-003-4660		03/07/14	-14.76
			GASOLINE/OIL				
						INVOICE TOTAL:	-14.76
243	03/07/14	01	INV#243	01-003-003-4660		03/07/14	-136.28
			GASOLINE/OIL				
						INVOICE TOTAL:	-136.28

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PETPRO	PETERSEN FUELS INC.						
253	03/07/14	01	INV#253	01-003-003-4660 GASOLINE/OIL		03/07/14	-14.43
						INVOICE TOTAL:	-14.43
254	03/07/14	01	INV#254	01-003-003-4660 GASOLINE/OIL		03/07/14	-62.98
						INVOICE TOTAL:	-62.98
8000	02/21/14	01	TRAN 8000	01-003-003-4660 GASOLINE/OIL		02/21/14	236.00
						INVOICE TOTAL:	236.00
8031	02/21/14	01	TRAN 8031	01-003-003-4660 GASOLINE/OIL		02/21/14	80.00
						INVOICE TOTAL:	80.00
8032	02/21/14	01	TRAN 8032	01-003-003-4660 GASOLINE/OIL		02/21/14	196.00
						INVOICE TOTAL:	196.00
8035A	02/21/14	01	TRAN 8035	01-003-003-4660 GASOLINE/OIL		02/21/14	113.00
						INVOICE TOTAL:	113.00
8036	02/21/14	01	TRAN 8036	01-003-003-4660 GASOLINE/OIL		02/21/14	84.00
						INVOICE TOTAL:	84.00
8037	02/21/14	01	TRAN 8037	01-003-003-4660 GASOLINE/OIL		02/21/14	103.00
						INVOICE TOTAL:	103.00
8080	02/21/14	01	TRAN 8080	01-003-003-4660 GASOLINE/OIL		02/21/14	9.95
						INVOICE TOTAL:	9.95

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PETPRO	PETERSEN FUELS INC.						
8095	02/21/14	01	TRAN 8095	01-003-003-4660 GASOLINE/OIL		02/21/14	140.00
						INVOICE TOTAL:	140.00
8096	02/21/14	01	TRAN 8096	01-003-003-4660 GASOLINE/OIL		02/21/14	234.00
						INVOICE TOTAL:	234.00
8098	02/21/14	01	TRAN 8098	01-003-003-4660 GASOLINE/OIL		02/21/14	129.00
						INVOICE TOTAL:	129.00
8099	02/21/14	01	TRAN 8099	01-003-003-4660 GASOLINE/OIL		02/21/14	111.00
						INVOICE TOTAL:	111.00
8100	02/21/14	01	TRAN 8100	01-003-003-4660 GASOLINE/OIL		02/21/14	160.00
						INVOICE TOTAL:	160.00
8101	02/21/14	01	TRAN 8101	01-003-003-4660 GASOLINE/OIL		02/21/14	99.00
						INVOICE TOTAL:	99.00
8102	02/21/14	01	TRAN 8102	01-003-003-4660 GASOLINE/OIL		02/21/14	46.00
						INVOICE TOTAL:	46.00
8103	02/21/14	01	TRAN 8103	01-003-003-4660 GASOLINE/OIL		02/21/14	110.00
						INVOICE TOTAL:	110.00
8135	02/21/14	01	TRAN 8135	01-003-003-4660 GASOLINE/OIL		02/21/14	80.00
						INVOICE TOTAL:	80.00

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PETPRO	PETERSEN FUELS INC.						
8137	02/21/14	01	TRAN 8137	01-003-003-4660 GASOLINE/OIL		02/21/14	96.00
						INVOICE TOTAL:	96.00
8138	02/21/14	01	TRAN 8138	01-003-003-4660 GASOLINE/OIL		02/21/14	69.10
						INVOICE TOTAL:	69.10
8139	02/21/14	01	TRAN 8139	01-003-003-4660 GASOLINE/OIL		02/21/14	97.00
						INVOICE TOTAL:	97.00
8141	02/21/14	01	TRAN 8141	01-003-003-4660 GASOLINE/OIL		02/21/14	150.00
						INVOICE TOTAL:	150.00
8142	02/21/14	01	TRAN 8142	01-003-003-4660 GASOLINE/OIL		02/21/14	80.00
						INVOICE TOTAL:	80.00
8178	02/21/14	01	TRAN 8178	01-003-003-4660 GASOLINE/OIL		02/21/14	76.02
						INVOICE TOTAL:	76.02
8215	02/21/14	01	TRAN 8215	01-003-003-4660 GASOLINE/OIL		02/21/14	114.03
						INVOICE TOTAL:	114.03
8239	02/27/14	01	TRAN 8239	01-003-003-4660 GASOLINE/OIL		02/27/14	200.01
						INVOICE TOTAL:	200.01
8245	02/27/14	01	TRAN 8245	01-003-003-4660 GASOLINE/OIL		02/27/14	179.20
						INVOICE TOTAL:	179.20

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PETPRO	PETERSEN FUELS INC.						
8249A	02/27/14	01	TRAN 8249	01-003-003-4660 GASOLINE/OIL		02/27/14	104.00
						INVOICE TOTAL:	104.00
8250	02/27/14	01	TRAN 8250	01-003-003-4660 GASOLINE/OIL		02/27/14	205.00
						INVOICE TOTAL:	205.00
8252A	02/27/14	01	TRAN 8252	01-003-003-4660 GASOLINE/OIL		02/27/14	105.50
						INVOICE TOTAL:	105.50
8253	02/27/14	01	TRAN 8253	01-003-003-4660 GASOLINE/OIL		02/27/14	163.00
						INVOICE TOTAL:	163.00
8273	02/27/14	01	TRAN 8273	01-003-003-4660 GASOLINE/OIL		02/27/14	55.00
						INVOICE TOTAL:	55.00
8314	02/27/14	01	TRAN 8314	01-003-003-4660 GASOLINE/OIL		02/27/14	101.00
						INVOICE TOTAL:	101.00
8321	02/27/14	01	TRAN 8321	01-003-003-4660 GASOLINE/OIL		02/27/14	235.00
						INVOICE TOTAL:	235.00
8333	02/27/14	01	TRAN 8333	01-003-003-4660 GASOLINE/OIL		02/27/14	137.00
						INVOICE TOTAL:	137.00
8335	02/27/14	01	TRAN 8335	01-003-003-4660 GASOLINE/OIL		02/27/14	12.00
						INVOICE TOTAL:	12.00

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PETPRO PETERSEN FUELS INC.							
8371	03/07/14	01	TRAN 8371	01-003-003-4660		03/07/14	91.00
				GASOLINE/OIL			
						INVOICE TOTAL:	91.00
						VENDOR TOTAL:	3,634.10
PITB PITNEY BOWES							
6208210-MR14	03/17/14	01	6208210-MR14	31-001-002-4280		03/17/14	42.00
				RENTAL SERVICES			
		02	6208210-MR14	30-001-002-4280			42.00
				RENTAL SERVICE			
		03	6208210-MR14	01-003-002-4280			42.00
				RENTALS			
		04	6208210-MR14	01-001-002-4280			42.00
				RENTAL - CARPET-WATER COOL			
						INVOICE TOTAL:	168.00
						VENDOR TOTAL:	168.00
POPH PURCHASE POWER							
031714	03/17/14	01	ACCT#8000-9090-0333-7198	01-002-002-4320		03/17/14	176.04
				POSTAGE			
						INVOICE TOTAL:	176.04
						VENDOR TOTAL:	176.04
PROVEN PROVENA							
796-55	03/07/14	01	RANDOM TESTING	01-003-004-4800		03/07/14	50.00
				MISCELLANEOUS EXPENSE			
						INVOICE TOTAL:	50.00
						VENDOR TOTAL:	50.00
RUTC RUSH TRUCK CENTERS							
11204138	03/17/14	01	INV#11204138	01-003-003-4670		03/17/14	170.75
				MAINTENANCE SUPPLIES			
						INVOICE TOTAL:	170.75
						VENDOR TOTAL:	170.75

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SEMESY SENSUS METERING SYSTEMS							
ZA14015690	03/12/14	01	INV#ZA14015690	31-001-003-4680		03/12/14	762.30
		02	INV#ZA14015690	OPERATING SUPPLIES 30-001-003-4680			762.30
				OPERATING SUPPLIES			
						INVOICE TOTAL:	1,524.60
						VENDOR TOTAL:	1,524.60
STAINS STANDARD INSURANCE COMPANY							
APRIL 2014	03/11/14	01	ADM	01-001-001-4035		03/11/14	74.96
		02	PD	EMPLOYER LIFE INS. 01-002-001-4035			165.93
		03	STR	EMPLOYER LIFE INS. 01-003-001-4035			28.29
		04	WTR	EMPLOYER LIFE INS. 30-001-001-4035			18.86
		05	SWR	EMPLOYER LIFE INS 31-001-001-4035			18.86
				EMPLOYER LIFE INS			
						INVOICE TOTAL:	306.90
						VENDOR TOTAL:	306.90
STARK STARK & SON TRENCHING, INC.							
49830	03/12/14	01	INV#49830	30-001-002-4160		03/12/14	2,320.00
				MAINT. UTILITY SYSTEM			
						INVOICE TOTAL:	2,320.00
						VENDOR TOTAL:	2,320.00
TEME TESSENDORF MECHANICAL SERVICE							
14240	03/07/14	01	INV#14240	31-001-002-4100		03/07/14	1,395.08
				MAINT. BUILDING			
						INVOICE TOTAL:	1,395.08

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TEME TESSENDORF MECHANICAL SERVICE							
14330	03/11/14	01	INV#14330	01-001-002-4100 MAINTENANCE - BLDG.		03/11/14	823.96
						INVOICE TOTAL:	823.96
						VENDOR TOTAL:	2,219.04
USBL USA BLUEBOOK							
0A7318	03/07/14	01	INV#0A7318	31-001-003-4670 MAINTENANCE SUPPLIES		03/07/14	70.91
						INVOICE TOTAL:	70.91
						VENDOR TOTAL:	70.91
VSP VISION SERVICE PLAN (IL)							
APRIL 2014	03/11/14	01	ADM	01-001-001-4037 EMPLOYER VISION INS.		03/11/14	14.04
		02	PD	01-002-001-4037 EMPLOYER VISION INS.			125.54
		03	STR	01-003-001-4037 EMPLOYER VISION INS.			42.69
		04	WTR	30-001-001-4037 EMPLOYER VISION INS.			5.39
		05	SWR	31-001-001-4037 EMPLOYER VISION INS.			22.88
						INVOICE TOTAL:	210.54
						VENDOR TOTAL:	210.54
ZRFM ZUKOWSKI, ROGER, FLOOD & MCARDLE							
5	03/17/14	01	INV#5	01-001-002-4370 LEGAL SERVICES - VILLAGE		03/17/14	48.56
						INVOICE TOTAL:	48.56
						VENDOR TOTAL:	48.56
						TOTAL ALL INVOICES:	94,329.69