

Village of Hampshire Village Board Meeting Thursday October 3, 2019 – 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 September 19 & 28, 2019
- 6) Village President's Report
  - a) Intergovernmental Agreement with NIPC Renewal
  - b) Approve 2020 Holiday Schedule
  - c) Approve 2020 Village Board Meeting Schedule
  - d) Approve Raffle license Hampshire Sportsman & Conservation Club
  - e) Ordinance for classification of Lot 9 in Hampshire Woods Business Park in the M-2 General Industrial Zoning District.
  - f) Ordinance for classification of Lot 1 (Unit 2) in Hampshire Woods Business Park in the M-2 General Industrial Zoning District
  - g) Approve to hire a consultant not to exceed \$7,500 regarding Village Administrator search
  - h) Request for disbursement for Fire Hydrant Flags
  - i) Resolution approving the IGA with Hampshire Township Park District for indemnification in regard to transitions fees
- 7) Village Board Committee Reports
  - a) Public Safety
  - b) Fields & Trails
  - c) Village Services
  - d) Public Works

1. Klick Street Public Works Site Plan-Floodplain Issues –Engineer's Conceptual Cost Estimate \$252,350.00.

2. Agreement for professional services design engineering for the Highland Ave. Storm Sewer Improvements.

- e) Business Development Commission
- f) Finance
  - 1. Accounts Payable
- g) Public Relations
- h) Planning/Zoning
- 8. New Business
- 9. Announcements

- 10. Executive Session under 2(c)(1) of the Open Meetings Act, for consideration of appointment, employment, compensation, discipline or dismissal of specific employees.
- 11. Any items to be reported and acted upon by the Village Board after returning to open session

# 12. New Business

# 13. Adjournment

The Village of Hampshire, in compliance with the Americans With Disabilities Act, requests that persons with disabilities, who require certain accommodations to allow them to observe and/or participate in the meeting(s) or have questions about the accessibility of the meeting(s) or facilities, contact the Village at 847-683-2181 to allow the Village to make reasonable accommodations for these persons

# VILLAGE OF HAMPSHIRE REGULAR MEETING OF THE BOARD OF TRUSTEES MINUTES September 19, 2019

The regular meeting of the Village Board of Hampshire was called to order by Village President Jeffrey Magnussen at 7:00 PM in the Village of Hampshire Village Board Room, 234 S. State Street, on Thursday, September 19, 2019.

Present: Aaron Kelly, Toby Koth, Erik Robinson, Michael Reid, Erik Robinson.

Absent: Christine Klein

Also Present: Village Clerk Linda Vasquez, Village Finance Director Lori Lyons, Village Police Chief Brian Thompson, Village Engineer Julie Morrison, and Village Attorney Mark Schuster.

A quorum was established.

President Magnussen led the Pledge of Allegiance.

# **CITIZENS COMMENTS**

William Benenhaley; 712 Kathi Drive. Mr. Benenhaley was denied a permit to build a shed next to his driveway. The shed will be located on his side yard, which is why it was denied. He will come to the Village and get paperwork for a variance to present at a future Zoning Board of Appeals meeting.

Frank & Cindy Wilson; 430 Channing Drive. Mr. Wilson was denied a permit to build a shed by the end of his driveway. The shed will be located in his side yard, which is why it was denied. He will come to the Village and get paperwork for a variance to present at a future Zoning Board of Appeals meeting.

# MINUTES

Trustee Koth moved to approve the minutes of September 5, 2019.

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

# VILLAGE PRESIDENT REPORT:

Trustee Krajecki moved to approve the release of Impact Fees to Hampshire Fire Protection District in the amount of \$116,452.28.

Seconded by Trustee Kelly Motion carried by roll call vote Ayes: Kelly, Koth, Krajecki, Reid, Robinson Nays: None Absent: Klein Trustee Reid moved to approve Resolution 19-16; establishing a policy for contribution of transition fees for township purposes related to new residential development in the village.

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

Trustee Krajecki moved to approve the purchase of bank hours of 100 general support hours at \$85 per hour. They will be used to pay for Entre NetMonitor, backups and technical support.

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

Trustee Kelly moved to approve Resolution 19-17; approving an IGA with Ella Johnson Library for Indemnification in regards to transition fees.

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

The Village needs to monitor and bill the water used by the Illinois State Toll Highway Authority at their site in the truck stop area. Even though they are not in the Village limits, they are using our water, per an agreement with the Village.

Trustee Kelly moved to table Item E: A resolution to approve a Letter of Understanding with the Illinois State Toll Highway Authority with regard to metering and usage of fire hydrants and building fire suppression equipment.

Seconded by Trustee Krajecki Motion carried by voice vote Ayes: Kelly, Koth, Krajecki, Robinson Nays: Reid Absent: Klein

# VILLAGE BOARD COMMITTEE REPORTS

a. <u>Planning/Zoning</u>: There will be a Zoning Board of Appeals meeting on September 24, 2019 at 7 p.m. A public hearing for a zoning change at Hampshire Business Park will take place. Residences above businesses will also be addressed at the meeting.

We need to start moving forward on planning for the retail selling of marijuana in town, as marijuana will be legal on January 1, 2020. The public needs to be invited to provide input for this discussion.

- **b.** <u>Public Safety</u>- Hampshire Police Chief Thompson reported that he will have three commendations to award:
  - 1. Officer Huber for his handling a theft investigation on August 2, 2019
  - 2. Officer Renninger for his handling of a for suspicious person/burglary on September 10
  - 3. Officer Paradise for his recovery of handgun from a student that attends Hampshire High School.

Thank you all for keeping us safe.

4. <u>Fields & Trails</u>: Trustee Koth asked if Encap was going to do a burn at the ponds for cattails. We are waiting for a quote and a date.

The Village is still waiting on ComEd to repair the damage to the path that they made on the property at Tuscany Woods. The landscape and the asphalt pad has their truck's tire marks.

5. <u>Village Services</u>: Trustee Kelly reported that this Wednesday Mark Montgomery, Trustee Kelly, Trustee Koth, and Doug Dolan will be meeting at the cell tower site in Lakewood Crossing. There will be a Village Service Committee later that afternoon at 5:00 PM at Village Hall to discuss the cell tower in Lakewood Crossing, T-Mobile cell tower, and Comcast's business plan.

Waste Management is ready to start the 2 week "tag and take" recycling program. Trustee Kelly, along with the entire Board of Trustees, agreed it should be a one month program and not two weeks.

6. <u>Public Works</u>: Trustee Koth asked where we are in regard to the storm water drainage issue at 329 Highland. We did not receive the riverboat grant money that we applied for in regard to the project. The board asked if construction on the project can begin because the bills for the project will not come in until after May 1<sup>st</sup>. We can budget for the rest of the money next fiscal year (\$300,000 this year and \$100,000 next year). Engineering Enterprise will have a professional service engineer agreement at the next Village Board Meeting (October 3, 2019).

Trustee Koth passed out paperwork to show the flood plain and where the new Street Department building will be built. The building is in the 100 year flood plain. As a result, the new building will need to be built 2 feet higher above ground level. The cost should be \$315,000. We will get quotes from Cleary & Morton. This item will be on the Village Board Meeting agenda October 3, 2019.

7. <u>Business Development Commission</u>: Trustee Krajecki updated the facade agreement. The BDC would like to be included when it comes to providing input regarding new businesses, such as providing recommendations for tax breaks from and economic prospective. The BDC would like their opinions to then be noted by the Village Board.

Susie Kopacz will be doing a presentation on the Main Street Program to the community, public entities, and the Village Board November 6, 2019.

Mike Armato resigned from the BDC.

The next BDC committee meeting is October 9, 2019 at 6:30 p.m. at Village Hall.

# 8. Accounts Payable:

Trustee Koth moved to approve the Accounts Payable in the sum of \$300.00 to employee Garrett Ferrell, and Brain Haydysch to be paid on or before September 25, 2019.

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

Trustee Krajecki moved to approve the Accounts Payable in the sum of \$239,355.23 paid on or before September 25, 2019.

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

# 9. Public Relations: No report

# **NEW BUSINESS/ANNOUNCEMENTS**

Village President Magnussen announced that the Village Board will conduct interviews to fill the Village Administrator position on September 28, 2019 at 10:00 AM. There is one candidate that interview via Skype. We need to ensure that we can can connect with this candidate via Skype and get all the necessary information to make this happen before the scheduled interview. Trustee Reid would like it noted for transparency purposes that he will reach out to the candidate via said media only to ensure a good connection is established for the interview.

The Hampshire High School Homecoming Parade is scheduled for September 22, 2019, weather permitting. Parade participants need to be at the middle school at 10:15 AM.

# Adjournment

Trustee Robinson moved, to adjourn the Village Board meeting at 9:23 p.m.

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

# VILLAGE OF HAMPSHIRE SPECIAL MEETING OF THE BOARD OF TRUSTEES MINUTES September 28, 2019

The regular meeting of the Village Board of Hampshire was called to order by Village President Jeffrey Magnussen at 10:05 AM in the Village of Hampshire Village Board Room, 234 S. State Street, on Saturday, September 28, 2019.

Present: Aaron Kelly, Christine Klein, Toby Koth, Ryan Krajecki, Michael Reid, and Erik Robinson

Absent: None

A quorum was established.

# EXECUTIVE SESSION

Trustee Krajecki moved to adjourn to Executive Session at 10:06 AM.

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

Executive Session recessed at 10:54 AM.

Executive Session reconvened at 11:00 AM.

Executive Session recessed at 11:52 AM.

Executive Session reconvened at 12:00 PM.

Executive Session recessed at 12:57 PM.

Executive Session reconvened at 1:05 PM.

Executive Session recessed at 1:48 PM.

Executive Session reconvened at 2:00 PM.

Executive Session recessed at 2:45 PM.

Executive Session reconvened at 2:51 PM.

Trustee Kelly moved to adjourn from Executive Session at 4:01 PM.

Seconded by Trustee Krajecki Motion carried by voice vote Ayes: Kelly, Klein, Koth, Krajecki, Reid, Robinson Nays: None Absent: None The Village Board reconvened at 4:01 PM

# NEW BUSINESS/ANNOUNCEMENTS

None

Adjournment Trustee Klein moved to adjourn the Village Board Meeting at 4:02 PM

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

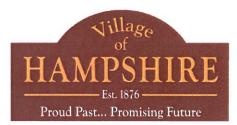
Linda Vasquez Village Clerk

# HOLIDAY SCHEDULE 2020

6060

The Village of Hampshire will observe the following holidays. On these days Village Hall and Public Works will be closed.

Friday before Easter	Friday, April 10
Memorial Day	Monday, May 25
Independence Day Observed	Friday, July 3
Labor Day	Monday, September 7
Thanksgiving	Thursday, November 26
Friday after Thanksgiving	Friday, November 27
Christmas Eve Observed	Thursday, December 24
Christmas Day Observed	Friday, December 25
New Year's Eve Observed	Thursday, December 31
New Year's Day Observed	Friday, January 1



# HAMPSHIRE VILLAGE BOARD

# NOTICE OF MEETING DATES 2020

All regular meetings of the Village Board of Trustees for the Village of Hampshire will be held on the first, and third Thursday of each month at 7:00 p.m. at the Village Hall, Hampshire, IL.

January	2	July	2
January	16	July	16
February	6	August	6
February	20	August	20
March	5	September	3
March	19	September	17
April	2	October	1
April	16	October	15
May	7	November	5
May	21	November	19
June	4	December	3
June	18	December	17

Linda R. Vasquez, Village Clerk

# AGENDA SUPPLEMENT

TO:	President Magnussen and Village Board
FROM:	Lori Lyons, Finance Director
FOR:	October 3, 2019 Village Board Meeting
RE:	Intergovernmental Agreement with NIPC Renewal

**Background.** The Village, along with Algonquin, Genoa, Huntley, Johnsburg, Lake in the Hills, Lakewood, McHenry, Richmond, Woodstock and the Woodstock Fire & Rescue District, comprise the Northern Illinois Purchasing Cooperative (NIPC). Membership and collective buying power has led to savings when purchasing electricity for the Village. The current IGA will expire January 31, 2020.

**Analysis.** The group agrees that the IGA has worked well in the past and it would be beneficial to renew. The attached will renew the agreement for another five years through February 1, 2020. The appointment of World Energy for energy related service has been eliminated as members agreed that after six years of service from World Energy (and their successors and associates), it is appropriate due diligence to undertake a new search for pricing and services for consultants to the NIPC.

**Recommendation.** Staff recommends that the Board approve ordinance authorizing the Village President to sign the renewal intergovernmental agreement with NIPC as presented.

# No. 19-XX

# AN ORDINANCE AUTHORIZING EXECUTION OF THE NORTHERN ILLINOIS PURCHASING COOPERATIVE ("NIPC") 2020 INTERGOVERNMENTAL AGREEMENT FOR THE PURCHASE OF POWER SUPPLIES AND OTHER GOODS AND SERVICES; WAIVING LOCAL BIDDING REQUIREMENTS FOR PURCHASES MADE THROUGH NIPC; AND AUTHORIZING PURCHASE AGREEMENTS MADE THROUGH NIPC

WHEREAS, the Village has participated in the Northern Illinois Purchasing Cooperative ("NIPC") Intergovernmental Agreement ("IGA") for the economical purchase of goods and services; and

WHEREAS, by working through NIPC, the participants have been able to secure competitively priced electrical power and have been able to reduce the total transaction costs of identifying and negotiating power purchase arrangements with third party suppliers; and

WHEREAS, units of local government may contract and associate among themselves pursuant to Article VII, Section 10, of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.; and

WHEREAS, some of the proposed NIPC members have local codes or rules that require that certain purchases must be solicited for bids pursuant to their local rules, but under the proposed NIPC intergovernmental agreement the NIPC purchasing rules shall apply instead; and

WHEREAS, the NIPC agreement contemplates authorizing certain specific parties to execute contracts on behalf of the members; and

WHEREAS, the NIPC members wish to continue their cooperation by renewing and revising the NIPC IGA which is attached hereto as Exhibit A.

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

SECTION 1: The Village President is hereby authorized and directed to execute, and the Clerk is authorized and directed to attest, duplicate original copies of the NORTHERN ILLINOIS PURCHASING COOPERATIVE ("NIPC") 2020 INTERGOVERNMENTAL AGREEMENT FOR THE PURCHASE OF POWER SUPPLIES AND OTHER GOODS AND SERVICES ("Agreement"), a copy of which is attached hereto as Exhibit A. This approval includes explicit waiver of any conflict of interest, if any, for the law firm of Zukowski, Rogers, Flood and McArdle to represent NIPC.

SECTION 2: The administration is directed to take all actions necessary to implement the terms of the IGA and to execute contracts negotiated under the IGA in a manner consistent with its terms, and any local ordinances or rules governing purchases that will instead be made through NIPC are hereby waived and those purchases will instead be subject to NIPC's procedures.

SECTION 3: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict and the Intergovernmental Agreement establishing NIGEC is hereby replaced by this new Agreement.

SECTION 5: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

ADOPTED this 3<sup>rd</sup> day of October, 2019 pursuant to roll call vote as follows:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Abstain: \_\_\_\_\_\_

Absent: \_\_\_\_\_

APPROVED this 3<sup>rd</sup> day of October, 2019:

Jeffrey R. Magnussen Village President

ATTEST:

Linda Vasquez Village Clerk

# NORTHERN ILLINOIS PURCHASING COOPERATIVE ("NIPC"") 2020 INTERGOVERNMENTAL AGREEMENT FOR THE PURCHASE OF POWER SUPPLIES AND OTHER GOODS AND SERVICES

This Intergovernmental Agreement ("Agreement") is entered into between the signatory parties below, all Illinois municipal corporations or other governmental entities, (collectively, "Members") for purposes of renewing and revising the 2014 Intergovernmental Agreement for the Northern Illinois Purchasing Cooperative ("NIPC"). It is explicitly contemplated that additional local governmental entities may join this Agreement at a later date on the same terms as the signatory parties, with the permission of the Administrator, as defined below, and without additional approval from the original contracting Members. This Agreement shall be binding on any signatories.

WHEREAS, the Members have agreed that there may be economies of scale, reduced administrative costs and improved commodity prices by purchasing goods and services, electricity and other power supplies as a group; and

WHEREAS, in order to obtain these economies, several municipalities previously joined together to create the Northern Illinois Governmental Energy Cooperative ("NIGEC") and continued that cooperation through a previous intergovernmental agreement ("IGA") for NIPC and several of those municipalities wish to continue that association by renewing and revising the NIPC IGA; and

WHEREAS, such cooperation is one of the purposes of the Intergovernmental Cooperation Agreement Act ("Act") (5 ILCS 220/1 *et seq.*); and

WHEREAS, this Agreement satisfies the requirements of that Act and of the Illinois State Constitution provisions authorizing Intergovernmental Agreements (Article 7, Section 10).

NOW, THEREFORE, the Members agree as follows:

1. <u>PURPOSE.</u> To cooperate to negotiate economical purchase agreements for goods and services as well as for power purchase agreements ("Purchase Agreements") all as directed by the Governing Board (as that term is defined below).

2. <u>GOVERNANCE</u>. The NIPC membership shall be governed by one representative of each Member (the "Governing Board"). Each Member shall have one vote, and unless otherwise specifically provided for elsewhere in this Agreement, the Governing Board shall require a majority vote for any binding decisions. All votes by the membership may be taken by telephone, e-mail or other electronic or digital communication.

## 3. <u>ADMINISTRATION.</u>

a. The NIPC membership agrees to place administrative responsibility for its operations, including approval of any new members, with the Director of the McHenry County Council of Governments ("MCCG") (the "Administrator"), who will report to the Governing Board on administrative matters. By a majority vote, the NIPC Governing Board shall agree upon an appropriate level of compensation to MCCG (or any subsequent Administrator) for these administrative services.

b. The Governing Board may elect a new Administrator at any time by a majority vote.

# 4. SOLICITING AND SELECTING SUPPLIERS.

### a. Solicitation.

i. NIPC shall seek to obtain supplies that are competitively priced or that are supplied on terms that are in the best interests of the Affected Members (as that term is defined in Section 4.a.ii below). To meet this goal NIPC may rely upon a variety of methodologies including using a Request for Proposal solicitation, by the use of an on-line auction format or by using such other methodology as the Affected Members determine are appropriate and consistent with applicable law.

ii. The Administrator is responsible for ensuring that each Member is on notice of each new bidding opportunity. Each NIPC Member may choose, prior to the issuance of any bid request or other solicitation for purchase, whether or not to participate in the specific bid request. Those members who participate in each bid request shall be referred to as the "Affected Members". In cases where less than the full NIPC membership is participating in a bid request or solicitation for purchase, then only the Affected Members and not the entire Governing Board shall be permitted to vote on that particular bid request or solicitation.

1) The Administrator may require Members to indicate whether they intend to participate in any specific bid solicitation or purchasing effort and may require that the Members give written notice to the Administrator of their intent to withdraw from participation, provided that no withdrawal from participation shall be permitted if a solicitation is outstanding at the time of such withdrawal notice or if bids already have been received and are being considered or negotiated by NIPC.

2) If a Member has not provided notice of withdrawal from a specific bid when so required by the Administrator and if the Member has been included in any bid solicitation announcement or process, then the Member must complete and execute any related Purchase Agreement that is ultimately approved by the Affected Members. Such Member also shall be counted in any tally of Affected Members for purposes of calculating the number of votes required for approval of any matter related to a specific purchase initiative. However, the Administrator shall have discretion to permit withdrawal of that member if, in the sole determination of the Administrator, such withdrawal will not affect the price or terms offered to the balance of the Affected Members.

3) This limitation on withdrawal is imposed in order to ensure that the Affected Members benefit from any bulk purchasing advantages resulting from guaranteeing to supply bidders a defined customer base because this has an impact on the bid prices for supplies.

iii. For each bid solicitation, in the discretion of the Administrator, bidding may exclude accounts that are not likely to offer significant financial advantages to members. This includes, but is not limited to, situations in which bidding some or all of the electric power accounts of some members will not offer significant financial advantages over Commonwealth Edison rates or other existing or potential rates, such as for instance accounts for street lights and any franchise accounts.

iv. NIPC may waive bidding or solicitation for a non-public works purchase by a two-thirds vote of the Affected Members provided that the Affected Members determine that this will result in a competitive price or that such waiver is in the best interests of the Affected Members. Such bid-waiver option shall include, but not be limited to, the extension of existing agreements without additional solicitation or bidding.

v. By approving this Agreement, all Members agree that this process shall apply to all purchasing by NIPC and any Member regulations governing purchasing to the contrary are hereby waived for purchases made through NIPC. Nothing in this Agreement is intended to waive any applicable Illinois law.

## b. Selection and Execution of Agreements.

i. The Administrator may negotiate the terms for any Purchase Agreement in preparation for consideration by the Affected Members.

ii. Each Affected Member shall be given one vote for purposes of determining whether to enter into a specific Purchase Agreement.

iii. A majority vote of the Affected Members shall be required to authorize entry into any specific Purchase Agreement except in cases subject to Section 4(a)(iv) of this agreement involving waiver of bids or solicitation when a two-thirds vote of the Affected Members shall be required to authorize entry into a Purchase Agreement.

iv. All Affected Members agree to be bound by the vote of the Affected Members in favor of entering into a specific Purchase Agreement.

v. Following approval of a Purchase Agreement as required by this Section, the Administrator may verbally commit the Affected Members to accept the Purchase Agreement, and each Affected Member agrees to execute a Purchase Agreement binding their respective unit of government within the time period approved by the Administrator. The Members acknowledge that the rapidly shifting commodity price nature of many goods and some services, including but not limited to prices in the power market, necessitates this structure, and that by approving this Agreement, they are authorizing any of the following representatives of the Members to execute the Purchase Agreement:

1) President or Mayor

- 2) Board Member or Council Members designated by the President or Mayor
- 3) Manager or Chief Administrator
- 4) Authorized Staff Person designated by Manager, Chief Administrator, President or Mayor

5. <u>USE OF CONSULTANTS BY NIPC</u>. By a majority vote of the membership, NIPC, through the Administrator, may negotiate with and retain a consultant or advisor who may coordinate the purchasing process on behalf of NIPC and its Members. Any agreement between NIPC and any such consultant must be approved by a majority vote of the Governing Board.

6. <u>MEMBER COOPERATION REQUIRED.</u> The NIPC membership agrees to provide the necessary information required to develop bid specifications or to identify electric power supply opportunities or goods and services in a timely manner in response to any request being made by the Administrator or Consultant. Failure to provide this information in a timely manner may result in exclusion from a particular Purchase Agreement or bid for such Purchase Agreement at the discretion of the Administrator.

7. <u>ALLOCATION OF NIPC COSTS.</u> The NIPC membership agrees to share all costs associated with the Administration of this Agreement, which costs shall be allocated among them by the Administrator based on the number of Affected Members participating in a specific matter.

8. <u>LEGAL REPRESENTATION.</u> By executing this Agreement, each Member hereby waives any conflict of interest, permitting the law firm of Zukowski, Rogers, Flood & McArdle ("ZRFM") to represent them individually as well as serving as counsel to NIPC. This representation may be changed by a majority vote of the Governing Board.

9. <u>AGREEMENT REPLACES EARLIER NIPCAGREEMENT.</u> By executing this Agreement, a Member that belonged to any previous Agreement governing NIPC agrees, instead, to be bound by the terms of this Agreement effective February 1, 2020..

 <u>TERM</u>. This Agreement will be effective commencing on February 1, 2020. The Members agree to be bound by this Intergovernmental Agreement through January 30, 2025 regardless of the date any individual Member initially approved the Agreement.

# 11. INDEMNIFICATION.

a. To the extent permitted by law, each Member hereby agrees to indemnify, hold harmless, and defend any other Member from and against any and all losses, claims, expenses and damages (including reasonable attorney's fees) made against or incurred by the other Member for any actions taken or failures to act by the indemnifying Member in connection with or arising out of this Agreement, to the extent that such claims were caused by actions, or failures to act, of the indemnifying Member.

b. To the extent permitted by law, each Member agrees to indemnify, hold harmless, and defend the Administrator and any of its officers, employees or agents from and against any and all losses, claims, expenses and damages (including reasonable attorneys' fees) made against or incurred by the Administrator or any of the Administrator's officers, employees and agents for actions taken or failures to act under this Agreement in its role as Administrator except to the extent such actions or failures to act were willful and wanton.

12. <u>COUNTERPARTS.</u> This Agreement may be executed by all of the parties in identical original duplicates and each of the duplicates shall, individually and taken together, constitute one and the same Agreement.

# [SIGNATURE PAGES FOLLOW]

VILLAGE OF ALGONQUIN	ATTEST:
ByJohn C. Schmitt, President DATE:, 2019	Gerald S. Kautz, Clerk
CITY OF GENOA By Mark Vicary, Mayor DATE:, 2019	ATTEST: Kim Winker, Clerk
VILLAGE OF HAMPSHIRE By Jeffrey Magnussen, President DATE:, 2019	ATTEST: Linda R. Vasquez, Clerk
VILLAGE OF HUNTLEY By Charles Sass, Mayor DATE:, 2019	ATTEST: 
VILLAGE OF JOHNSBURG By Edwin P. Hettermann, President DATE:, 2019	ATTEST: Claudett E. Peters, Clerk
VILLAGE OF LAKE IN THE HILLS By Russ Ruzanski, President DATE:, 2019	ATTEST: Cecilia Carman, Clerk

VILLAGE OF LAKEWOOD By Phil Stephan, President DATE:, 2019	ATTEST: Janice S. Hansen, Clerk
CITY OF McHENRY By Wayne S. Jett, President DATE:, 2019	ATTEST: Trisha Ramel, Clerk
VILLAGE OF RICHMOND By Craig Kunz, President DATE:, 2019	ATTEST: Karla L. Thomas, Clerk
CITY OF WOODSTOCK By Brian Sager, PhD, Mayor DATE:, 2019	ATTEST: Cindy Smiley, Clerk
WOODSTOCK FIRE AND RESCUE DISTRICT By Fred Spitzer, President DATE:, 2019	ATTEST: Robert A. Kristensen, Secretary

Z:\N\NIGEC NIPC\IGA.NIPC.IGA.renewal 2019.ExecutionCopy.redline.doc

234 S. State Street Hampshire, IL 60140 APPLICATION FOR CONDUCTING A RAFFLE (GOOD FOR ONE RAFFLE)
Name of Organization: Hampshire Sportsmon + Conservation Club
Address:
Type of Organization: Religious Charitable Veterans VON - Profit Educational Labor Fraternal
Date when this group was organized: 1961
If chartered or incorporated, date and place where papers were issued:
Date when raffle winners will be determined: $12/4/19$ Time: $7.00$ $P.M.$ Location: $Thc KAVE$ $Homepshire$ Area or Areas where tickets will be sold: $Hompshire$ $Breaccercercercercercercercercercercercercer$
TOTAL AGGREGATE VALUE OF ALL PRIZES \$

Presiding Officer: David Warte	
Address: 19N081 Felsmith rd Phone: 847-323-4157	Hampshive Date of Birth: 10-1-57
Secretary: Pat Waite	Birth:
Address: 9400 Edson rd Capron	TL
Phone: 779207 6729	Date of Birth: <u>9-23-48</u>
Raffle Manager: David Waite	
Address: 19NOBI telsmith rd.	Hampshire
Phone: 847-323-4157	Date of Birth: $10 - 1 - 57$

I certify that this organization is not-for-profit; it has been in existence continuously for at least the past five years; it has maintained a bona fide membership engaged in carrying out its objectives; its officers, operators, and workers at the raffle are bona fide members of the organization and are of good moral character. I further certify that all of the information provided in this application is true, to the best of my knowledge.

toric War Signed: Title:

Fee Schedule:	
Aggregate Value	Fee:
Less than \$500	None
\$501-\$5,000	\$10.00
\$5,001 and over	\$25.00

- \*\*\*Each licensee, within thirty (30) days of the raffle, shall report to its membership and to the village clerk each of the following:
  - a. Gross receipts generated by the conducting of the raffle;
  - b. An itemized list of all reasonable operating expenses which have been deducted from the gross receipts;
  - c. Net proceeds from the conducting of the raffle;
  - d. An itemized list of the distribution of the net proceeds; and
  - e. A list of prize winners.

Records required by this section shall be preserved for three (3) years, and the organization shall make available for public inspection their records relating to the operation of a raffle at reasonable times and places.



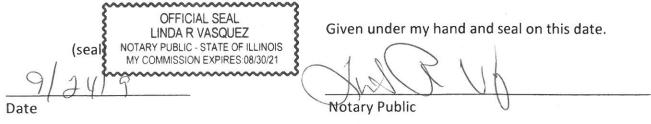
234 S. State Street Hampshire, IL 60140 Phone: (847) 683-2181 Fax: (847) 683-4915 www.hampshireil.org

# OFFICIAL BOND FOR RAFFLE MANAGER

(To be used when aggregate value of prizes is less than \$15,000)
ANOW ALL MEN BY THESE PRESENTS THAT WE, David Waite and David Waite Surety
Are held and bound to: Hampshive Sportsman + Conscruzion Club Name of Organization
In the sum of $\qquad$ , equal to aggregate retail value of all prizes, for the payment of such we are obliged. The condition of the above obligation is such that, David Watter, Being of legal age, has been appointed Raffle Manager for a raffle to be conducted on, 2019 Month/day Year
NOW, THEREFORE, if the said Raffle Manager shall perform and discharge all the duties required of him/her as raffle manager, then this Bond is to be void; otherwise to remain in full force. Raffle Manager's signature: Address: 19 NOB / Felsmith value City: Hampshiv C Surety's signature: Address: City:

I, Linor R. Wasque, a notary public in Illinois, certify that \_\_\_\_\_,

Who are both personally known to me, are the same persons whose names are subscribed to above; that they appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, for the use and purpose therein set forth.



# No. 19 –

# AN ORDINANCE AMENDING THE ZONING CLASSIFICATION FROM O-M OFFICE MANUFACTURING ZONING DISTRICT TO M-2 GENERAL INDUSTRIAL ZONING DISTRICT FOR CERTAIN PROPERTY LOCATED IN THE VILLAGE (Montemayor – Hampshire Woods, Unit 1 - Lot 9)

WHEREAS, Montemayor Construction, Inc. has filed a Petition for Zoning Amendment for certain property legally described as set forth on Exhibit "A" attached hereto and incorporated herein by this reference (the "Subject Property"), and identified as Lot 9 in Hampshire Woods Business Park Subdivision, Unit 1, and located at Gast Road and Flannigan Road in the Village, to amend the zoning classification of the Subject Property from O-M Office Manufacturing Zoning District to M-2 Restricted Industrial Zoning District; and

WHEREAS, Montemayor intends to develop the premises for warehouse, storage and/or distribution facilities; and

WHEREAS, a public hearing on the Petition for Zoning Amendment was conducted by the Zoning Board of Appeals on Tuesday, September 24, 2019, pursuant to notice published in the Daily Herald Newspaper on September 3, 2019; and

WHEREAS, following the public hearing, the Zoning Board of Appeals rendered certain Findings of Fact and made a recommendation that the Petition for Zoning Amendment be approved; and

WHEREAS, the Corporate Authorities, having considered the Petition, the record of the public hearing, and the Findings of Fact and Recommendation of the Zoning Board of Appeals, have determined that it is advisable that the Petition for Zoning Amendment be approved.

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

Section 1. The Petition for Zoning Amendment filed by Montemayor, Construction, Inc. concerning the property legally described on the attached Exhibit "A," to amend the zoning classification for the Subject Property from O-M Office Manufacturing Zoning District to M-2 General Industrial Zoning District, shall be and is hereby approved.

Section 2. The property described on Exhibit "A" shall be and is classified in the M-2 General Industrial Zoning District.

Section 3. . Any and all ordinances, resolutions and orders, or parts thereof, which are in conflict with the provisions of this Ordinance, to the extent of any such conflict, hereby superseded and waived.

Section 4. If any section, subdivision, sentence or phrase of this Ordinance is for any reason held to be void, invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 5. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

ADOPTED THIS \_\_\_\_\_ DAY OF OCTOBER, 2019, pursuant to roll call vote as follows:

AYES:			
NAYS:			
ABSTAIN:			
ABSENT:		-10×	
APPROVED THIS	DAY OF OCTOBER	, 2019.	
		Jeffrey R. Magnussen Village President	-
		24	
ATTEST:			
Linda Vasquez Village Clerk			
	7		

ORD. No. 19 - \_\_\_\_

# Exhibit "A"

# Legal Description

Lot 9 of the Hampshire Woods Business Park Unit 1, being a Subdivision of part of the East ½ of the Northwest ¼ of Section 11, Township 42 North, Range 6, East of the Third Principal Meridian, in the Village of Hampshire, Kane County, Illinois.

PIN:01-11-127-006Common Address:Flannigan Road @ Gast Road, in Hampshire, Illinois.



# VILLAGE OF HAMPSHIRE ZONING BOARD OF APPEALS

# IN RE:

# PETITION FOR ZONING MAP AMENDMENT FILED BY MONTEMAYOR CONSTRUCTION, INC. REQUESTING AN AMENDMENT OF THE ZONING CLASSIFICATION OF CERTAIN PROPERTY TO BE DESIGNATED AS LOT 9 IN HAMPSHIRE WOODS BUSINESS PARK, UNIT 1 (WAYNE HUMMER TRUST NO. LFT-1745 OWNER) FROM O-M OFFICE-MANUFACTURING ZONING DISTRICT TO M-2 GENERAL INDUSTRIAL ZONING DISTRICT

# **FINDINGS OF FACT**

In regard to the Petition for Zoning Map Amendment has been filed with the Clerk of the Village of Hampshire by Montemayor Construction, Inc. requesting an amendment of the classification from O-M Office-Manufacturing Zoning District to M-2 General Industrial Zoning District under §6-9-3 and §6-14-3(G) of the Village Code, for certain property designated as Lot 9 in Hampshire Woods Business Park, Unit 1, owned by Wayne Hummer Trust No. LFT-1745, the Zoning Board of Appeals having considered the application, and the testimony and evidence submitted at a public hearing, the Zoning Board of Appeals FINDS as follows:

1. The Petition requests a zoning map amendment for certain property described below to amend the classification of said property from O-M Office-Manufacturing Zoning District to M-2 General Industrial Zoning District:

# SEE ATTACHED LEGAL DESCRIPTION

2. A Public Hearing on the Petition was conducted by the Zoning Board of Appeals on September 24, 2019 pursuant to notices referenced herein.

3. Notice of Public Hearing on said Petition was published in the Daily Herald newspaper on September 3, 2019.

4. Notice of the Public Hearing was also posted on the property, and mailed to adjacent landowners, not less than fifteen (15) days prior to the public hearing.

5. At the public hearing, Michael Gazzola / Entre Commercial Realty LLC, appeared for Petitioner Montemayor Construction, Inc., together with Joseph Montemayor and attorney James Bolz. Mr. Gazzola, addressed the Zoning Board regarding the request for the zoning amendment. No member(s) of the public commented on the Petition.

6. The Subject Property is currently located within the Facilities Planning Area ("FPA") of the Village, and would be served by Village utilities for sewer and water.

7. Access to the Subject Property will be from Flannigan Drive in Hampshire Woods Business Park.

8. The existing zoning in the area of the proposed development is mixed:

NorthO-M Office-Manufacturing Zoning District (Minerallac and Nutriad<br/>facilities).EastF-1 Farming (Kane County)SouthF-1 Farming (Kane County) .WestO-M Office-Manufacturing Zoning District.

9. The proposed zoning is generally consistent with the 2004 Comprehensive Plan of the Village. This area is planned for commercial/ industrial uses.

10. The Zoning Board of Appeals has considered the following five factors, set out in the Village of Hampshire Municipal Code, Section 6-14-3(G)(7), in regard to the Petition for Re-Zoning:

a. The existing uses within the general area of the property in question.

b. The zoning classification of property within the general area of the property in question.

c. The suitability of the property in question to the uses permitted under its existing zoning classification.

d. The trend of development (if any) in the general area of the property in question, including changes (if any) which have taken place in its present zoning classification.

e. The objectives of the current Comprehensive Plan.

12. The Zoning Board of Appeals has also considered the following factors, established by the Illinois courts in the cases of <u>LaSalle National Bank of Chicago v. Cook County</u>, 145 N.E.2d 65 (1957); and <u>Sinclair Pipeline v. Village of Richton Park</u>, 167 N.E.2d 406 (1960), as they relate to the Petition for Zoning Amendment:

a. The existing zoning and uses on surrounding properties.

b. The extent to which property values are diminished or restricted by the existing zoning restrictions.

c. The extent to which the present zoning classification (despite any loss or restriction of the value of Petitioner's property) promotes public benefits of health, safety, morals or general welfare.

d. The relative gain to the public (from a zoning amendment) as compared to any hardship to the Petitioner (from continuing the present zoning).

e. The suitability of the Subject Property for the purpose(s) for which it is presently classified under the zoning regulations.

f. The length of time that the Subject Property has been vacant (under its present zoning classification) as considered in the context of development in the area.

g. The public need for the use(s) proposed by the Petitioner.

h. The provisions of the 2004 Comprehensive Plan for the Village.

13. The proceedings at the public hearing were recorded by certified shorthand reporter, and a transcript thereof has been or will be filed with the Village Clerk.

14. Additional Findings: None

# ACTION(S)

A. On motion by W. Albert, seconded by H. Hoffman, to recommend approval of the Petition for Zoning Amendment, to amend the classification of Lot 9 in Hampshire Woods Business Park, Unit 1, from O-M Office-Manufacturing Zoning District to M-2 General Industrial Zoning District, the vote of the Zoning Board of Appeals was 4 aye - 0 nay, as follows:

	Aye	Nay	
C. Christensen	х		
W. Albert	Х		
R. Frillman	Х		
H. Hoffman	х		
J. Schaul			Absent.

It is accordingly the recommendation of the Zoning Board of Appeals that the Petition for Re-Zoning be X approved / \_\_\_\_\_ denied.

Dated: September 24, 2019.

Respectfully submitted,

VILLAGE OF HAMPSHIRE ZONING BOARD OF APPEALS By: Carl Christensen Chair

# LEGAL DESCRIPTION

# Lot 9 Hampshire Woods Business Park, Unit 1 Montemayor / Hummer Trust

Lot 9 of the Hampshire Woods Business Park Unit 1, being a Subdivision of part of the East ½ of the Northwest ¼ of Section 11, Township 42 North, Range 6, East of the Third Principal Meridian, in the Village of Hampshire, Kane County, Illinois.

PIN:01-11-127-006Common Address:Flannigan Road @ Gast Road, in Hampshire, Illinois.

# No. 19 –

# AN ORDINANCE AMENDING THE ZONING CLASSIFICATION FROM O-M OFFICE MANUFACTURING ZONING DISTRICT TO M-2 GENERAL INDUSTRIAL ZONING DISTRICT FOR CERTAIN PROPERTY LOCATED IN THE VILLAGE (Montemayor – Hampshire Woods, Unit 2 - Lot 1)

WHEREAS, Montemayor Construction, Inc. has filed a Petition for Zoning Amendment for certain property legally described as set forth on Exhibit "A" attached hereto and incorporated herein by this reference (the "Subject Property"), and to be identified as Lot 1 in Hampshire Woods Business Park Subdivision, Unit 2, in the Village, to amend the zoning classification of the Subject Property from O-M Office Manufacturing Zoning District to M-2 Restricted Industrial Zoning District; and

WHEREAS, the Subject Property will be identified in a new Plat of Subdivision for Hampshire Woods Business Park, Unit 2 as "Lot 1" therein; and

WHEREAS, Montemayor intends to develop the premises for warehouse, storage and/or distribution facilities; and

WHEREAS, a public hearing on the Petition for Zoning Amendment was conducted by the Zoning Board of Appeals on Tuesday, September 24, 2019, pursuant to notice published in the Daily Herald Newspaper on September 3, 2019; and

WHEREAS, following the public hearing, the Zoning Board of Appeals rendered certain Findings of Fact and made a recommendation that the Petition for Zoning Amendment be approved; and

WHEREAS, the Corporate Authorities, having considered the Petition, the record of the public hearing, and the Findings of Fact and Recommendation of the Zoning Board of Appeals, have determined that it is advisable that the Petition for Zoning Amendment be approved.

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

Section 1. The Petition for Zoning Amendment filed by Montemayor Construction, Inc. concerning the property legally described on the attached Exhibit "A," to amend the zoning classification for the Subject Property from O-M Office Manufacturing Zoning District to M-2 General Industrial Zoning District, shall be and is hereby approved.

Section 2. The property described on Exhibit "A" shall be and is classified in the M-2 General Industrial Zoning District.

Section 3. . Any and all ordinances, resolutions and orders, or parts thereof, which are in conflict with the provisions of this Ordinance, to the extent of any such conflict, hereby superseded and waived.

Section 4. If any section, subdivision, sentence or phrase of this Ordinance is for any reason held to be void, invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 5. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

ADOPTED THIS \_\_\_\_ DAY OF OCTOBER, 2019, pursuant to roll call vote as follows:

AYES:					
NAYS:					
ABSTAIN:					
ABSENT:					
APPROVED	THIS I	DAY OF OCTOE	ER, 2019.		
ATTEST: Linda Vasque Village Clerk	z		Jeffrey R Village P	. Magnussen resident	

ORD. No. 19 -

# Exhibit "A"

# Legal Description

That part of the East <sup>1</sup>/<sub>2</sub> of the Northwest <sup>1</sup>/<sub>4</sub> of Section 11, Township 42 North, Range 6 East of the Third Principal Meridian, described in Document 2002K158784 (except that part taken for Hampshire Woods Business Park Unit 1, and except the North 158 feet of the West 220 feet deeded to the Village of Hampshire by Deed 98K023339 for a Pump House, and except lands lying Southeasterly of a Southeasterly line measured South 48 degrees, 56 minutes, 59 seconds for a distance of 441.42 feet, and except any portion lying in Flannigan Road), in Kane County, Illinois.

To be identified as Lot 1 in Hampshire Woods Business Park Subdivision, Unit 2 by new Plat of Subdivision.

PIN:01-11-100-014 (part thereof)Common Address:Flannigan Road, in Hampshire, Illinois.



# VILLAGE OF HAMPSHIRE ZONING BOARD OF APPEALS

# IN RE:

# PETITION FOR ZONING MAP AMENDMENT FILED BY MONTEMAYOR CONSTRUCTION, INC. REQUESTING AN AMENDMENT OF THE ZONING CLASSIFICATION OF CERTAIN PROPERTY TO BE DESIGNATED AS LOT 1 IN HAMPSHIRE WOODS BUSINESS PARK, UNIT 2 (WAYNE HUMMER TRUST NO. LFT 1745 OWNER), FROM O-M OFFICE-MANUFACTURING ZONING DISTRICT TO M-2 GENERAL INDUSTRIAL ZONING DISTRICT

# **FINDINGS OF FACT**

In regard to the Petition for Zoning Map Amendment has been filed with the Clerk of the Village of Hampshire by Montemayor Construction, Inc. requesting an amendment of the classification from O-M Office-Manufacturing Zoning District to M-2 General Industrial Zoning District under §6-9-3 and §6-14-3(G) of the Village Code, for certain property to e designated as Lot 1 in Hampshire Woods Business Park, Unit 2, owned by Wayne Hummer Trust N0. LFT 1745, the Zoning Board of Appeals having considered the application, and the testimony and evidence submitted at a public hearing, the Zoning Board of Appeals FINDS as follows:

1. The Petition requests a zoning map amendment for certain property described below to amend the classification of said property from O-M Office-Manufacturing Zoning District to M-2 General Industrial Zoning District:

# SEE ATTACHED LEGAL DESCRIPTION

2. A Public Hearing on the Petition was conducted by the Zoning Board of Appeals on September 24, 2019 pursuant to notices referenced herein.

3. Notice of Public Hearing on said Petition was published in the Daily Herald newspaper on September 3, 2019.

4. Notice of the Public Hearing was also posted on the property, and mailed to adjacent landowners, not less than fifteen (15) days prior to the public hearing.

5. At the public hearing, Michael Gazzola / Entre Commercial Realty, LLC appeared for Petitioner Montemayor Construction, Inc., together with Joseph Montemayor and attorney James Bolz. Mr. Gazzola and addressed the Zoning Board regarding the request for the zoning amendment. No member(s) of the public commented on the Petition.

6. The Subject Property is currently located within the Facilities Planning Area ("FPA") of the Village, and would be served by Village utilities for sewer and water.

7. Access to the Subject Property will be from Flannigan Drive in Hampshire Woods Business Park.

8. The existing zoning in the area of the proposed development is mixed:

North O-M Office-Manufacturing Zoning District (across US Highway 20).
East O-M Office-Manufacturing Zoning District (Minerallac; Nutriad)
South M-2 Restricted Industrial Zoning District.(BEK; Buckhead Meats).
West F-1 Farming.

9. The proposed zoning is generally consistent with the 2004 Comprehensive Plan of the Village. This area is planned for commercial / industrial uses.

10. The Zoning Board of Appeals has considered the following five factors, set out in the Village of Hampshire Municipal Code, Section 6-14-3(G)(7), in regard to the Petition for Re-Zoning:

a. The existing uses within the general area of the property in question.

b. The zoning classification of property within the general area of the property in question.

c. The suitability of the property in question to the uses permitted under its existing zoning classification.

d. The trend of development (if any) in the general area of the property in question, including changes (if any) which have taken place in its present zoning classification.

e. The objectives of the current Comprehensive Plan.

12. The Zoning Board of Appeals has also considered the following factors, established by the Illinois courts in the cases of <u>LaSalle National Bank of Chicago v. Cook County</u>, 145 N.E.2d 65 (1957); and <u>Sinclair Pipeline v. Village of Richton Park</u>, 167 N.E.2d 406 (1960), as they relate to the Petition for Zoning Amendment:

a. The existing zoning and uses on surrounding properties.

b. The extent to which property values are diminished or restricted by the existing zoning restrictions.

c. The extent to which the present zoning classification (despite any loss or restriction of the value of Petitioner's property) promotes public benefits of health, safety, morals or general welfare.

d. The relative gain to the public (from a zoning amendment) as compared to any hardship to the Petitioner (from continuing the present zoning).

e. The suitability of the Subject Property for the purpose(s) for which it is presently classified under the zoning regulations.

f. The length of time that the Subject Property has been vacant (under its present zoning classification) as considered in the context of development in the area.

g. The public need for the use(s) proposed by the Petitioner.

h. The provisions of the 2004 Comprehensive Plan for the Village.

13. The proceedings at the public hearing were recorded by certified shorthand reporter, and a transcript thereof has been or will be filed with the Village Clerk.

14. Additional Findings: None.

### ACTION(S)

A. On motion by W. Albert, seconded by H. Hoffman, to recommend approval of the Petition for Zoning Amendment, to amend the classification of the property from O-M Office-Manufacturing Zoning District to M-2 General Industrial Zoning District, the vote of the Zoning Board of Appeals was 4 aye - 0 nay, as follows:

	Aye	Nay	
C. Christensen	Х		
W. Albert	х		
R. Frillman	x		
H. Hoffman	х		
J. Schaul			Absent

It is accordingly the recommendation of the Zoning Board of Appeals that the Petition for Re-Zoning be X approved / \_\_\_\_\_ denied.

Dated: September 24, 2019.

Respectfully submitted,

VILI	LAGE OF HAMPSHIRE
ZON	ING BOARD OF APPEALS
	1 11-4-
By:	and Church
-	Čarl Christensen
	Chair

### LEGAL DESCRIPTION

### Territory to be designated as Lot 1 Hampshire Woods Business Park, Unit 2 Montemayor / Hummer Trust

That part of the East <sup>1</sup>/<sub>2</sub> of the Northwest <sup>1</sup>/<sub>4</sub> of Section 11, Township 42 North, Range 6 East of the Third Principal Meridian, described in Document 2002K158784 (except that part taken for Hampshire Woods Business Park Unit 1, and except the North 158 feet of the West 220 feet deeded to the Village of Hampshire by Deed 98K023339 for a Pump House, and except lands lying Southeasterly of a Southeasterly line measured South 48 degrees, 56 minutes, 59 seconds for a distance of 441.42 feet, and except any portion lying in Flannigan Road), in Kane County, Illinois.

PIN:	01-11-100-014 (part thereof)
Common Address:	Flannigan Road, in Hampshire Woods Business Park,
	Hampshire, Illinois.



October 1, 2019

Mr. Jeff Magnussen Village President 234 South State Street Village of Hampshire, IL 60140

Re: Highland Avenue Storm Sewer Improvements Village of Hampshire, Kane Co., Illinois

Dear Mr. Magnussen:

Enclosed for your review and consideration is a copy of our proposed agreement for the subject project. We are excited to work with you, other Village Staff and the Village's elected officials on this project.

The attached agreement includes a detailed scope of services and a summary of compensation for the project. We are proposing to provide our professional engineering services for an amount of \$40,421.00 (hourly not to exceed value).

If you have any questions or require any additional information, please do not hesitate to contact us.

Respectfully submitted,

ENGINEERING ENTERPRISES, INC.

AALS

Holie A. Morrison, P.E. Senior Project Manager

JAM/me

Enclosure

pc: BPS, TNP, ARS, DMT - EEI (Via E-mail)

\\Milkyway\EEI\_Storage\Docs\Public\Hampshire\2018\HA1805 Highland Avenue Drainage Investigation\PSA\lvofha01 - Highland Ave Storm Sewer.docx

52 Wheeler Road, Sugar Grove, IL 60554 ~ (630) 466-6700 tel ~ (630) 466-6701 fax ~ www.eeiweb.com

### Agreement for Professional Services Design Engineering for the Highland Avenue Storm Sewer Improvements

THIS AGREEMENT, by and between the Village of Hampshire, hereinafter referred to as the "Village" or "OWNER" and Engineering Enterprises, Inc. hereinafter referred to as the "Contractor" or "ENGINEER" agrees as follows:

### A. Services:

The Engineer shall furnish the necessary personnel, materials, equipment and expertise to make the necessary investigations, analysis and calculations along with plans, specifications and cost estimates, to complete all necessary engineering services for the Village as indicated on Attachment A. Design Engineering for storm sewer indicated on Attachment C will be provided. Construction Engineering services are not included. All Engineering will be in accordance with all Village and Illinois Department of Transportation requirements.

### B. Term:

Services will be provided beginning on the date of execution of this agreement and continuing, until terminated by either party upon 7 days written notice to the non-terminating party or upon completion of the Services. Upon termination the Contractor shall be compensated for all work performed for the Village prior to termination.

### C. Compensation and maximum amounts due to Contractor:

Contractor shall receive as compensation for all work and services to be performed herein an amount based on the Estimate of Level of Effort and Associated Cost included in Attachment B. Work and services will be paid for hourly, with a Not-To-Exceed Value of \$40,421.00. The hourly rates for this project are shown in Attachment E. All payments will be made accordingly to the Illinois State Prompt Payment Act and not less than once every thirty days.

### D. Changes in Rates of Compensation:

In the event that this contract extends beyond December 31, 2020, the contractor shall provide written notice of any change in the rates specified in Section C hereof (or on any attachments hereto) and said changes shall only be effective on and after January 1st of 2021. In the event that any rate changes do occur, the new effective rates will not affect the established hourly not-to-exceed rate.

### E. Ownership of Records and Documents:

Contractor agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the Village.

Contractor agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the Village. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the freedom of information act or if already previously disclosed by a third party. Upon termination of this agreement, Contractor agrees to return all such materials to the Village. The Village agrees not to modify any original documents produced by Contractor without contractor's consent. Modifications of any signed duplicate original document not authorized by ENGINEER will be at OWNER's sole risk and without legal liability to the ENGINEER. Use of any incomplete, unsigned document will, likewise, be at the OWNER's sole risk and without legal liability to the ENGINEER.

### F. Governing Law:

This contract shall be governed and construed in accordance with the laws of the State of Illinois. Venue shall be in DuPage County, Illinois.

### G. Independent Contractor:

Contractor shall have sole control over the manner and means of providing the work and services performed under this agreement. The Village's relationship to the Contractor under this agreement shall be that of an independent contractor. Contractor will not be considered an employee to the Village for any purpose.

### H. Certifications:

Employment Status : The Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

Anti-Bribery: The Contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) - (d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

Loan Default: If the Contractor is an individual, the Contractor certifies that he/she is not in default for a period of six months or more in an amount of \$600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

Felony Certification: The Contractor certifies that it is not barred pursuant to 30 Illinois Compiled Statutes 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.

Barred from Contracting: The Contractor certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 Illinois Compiled Statutes 5/33E or similar law of another state.

Drug Free Workplace: The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Contractors, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

Non-Discrimination, Certification, and Equal Employment Opportunity: The Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Contractor agrees to incorporate this clause into all subcontracts under this Contract.

International Boycott: The Contractor certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act (30 ILCS 582).

Record Retention and Audits: If 30 Illinois Compiled Statutes 500/20-65 requires the Contractor (and any subcontractors) to maintain, for a period of 3 years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the Village under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the Village and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials.

United States Resident Certification: (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she is a: <u>x</u> United States Citizen \_\_\_\_\_ Resident Alien \_\_\_\_\_ Non-Resident Alien The Internal Revenue Service requires that

taxes be withheld on payments made to non resident aliens for the performance of personal services at the rate of 30%.

Tax Payer Certification : Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number or Social Security Number is (provided separately) and is doing business as a (check one): \_\_\_\_ Individual \_\_\_\_ Real Estate Agent \_\_\_\_ Sole Proprietorship \_\_\_\_ Government Entity \_\_\_\_ Partnership \_\_\_\_ Tax Exempt Organization (IRC 501(a) only) x\_ Corporation \_\_\_\_ Not for Profit Corporation \_\_\_\_\_ Trust or Estate \_\_\_\_ Medical and Health Care Services Provider Corp.

### I. Indemnification:

Contractor shall indemnify and hold harmless the Village and Village's agents, servants, and employees against all loss, damage, and expense which it may sustain or for which it will become liable on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of work under this agreement by Contractor or its Subcontractors, or due to or arising in any manner from the wrongful act or negligence of Contractor or its Subcontractors of any employee of any of them. In the event that either party shall bring any suit, cause of action or counterclaim against the other party, the non-prevailing party shall pay to the prevailing party the cost and expenses incurred to answer and/or defend such action, including reasonable attorney fees and court costs. In no event shall the either party indemnify any other party for the consequences of that party's negligence, including failure to follow the ENGINEER's recommendations.

### J. Insurance:

The contractor agrees that it has either attached a copy of all required insurance certificates or that said insurance is not required due to the nature and extent of the types of services rendered hereunder. (Not applicable as having been previously supplied)

### K. Additional Terms or Modification:

The terms of this agreement shall be further modified as provided on the following Attachments. Except for those terms included on the Attachments, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. In the event that any provisions of this agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties. The list of Attachments are as follows:

Attachment A: Scope of Services Attachment B: Estimated Level of Effort and Associated Cost Attachment C: Location Map Attachment D: Anticipated Project Schedule Attachment E: 2018 Standard Schedule of Charges L. Notices:

All notices required to be given under the terms of this agreement shall be given by mail, addressed to the parties as follows:

For the Village:	For the Contractor:
Village of Hampshire	Engineering Enterprises, Inc.
234 South State Street	52 Wheeler Road
Hampshire, IL 60140	Sugar Grove Illinois 60554
Attn: Jeffrey Magnussen	Attn: Bradley P. Sanderson, P.E.
Village President	Vice President

Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

Agreed to this \_\_\_\_day of \_\_\_\_\_, 2019.

Village of Hampshire

Engineering Enterprises, Inc.:

Jeffrey Magnussen Village President Bradley P. Sanderson, P.E. Vice President

Linda Vazquez Village Clerk Julie A. Morrison, P.E. Senior Project Manager

### ATTACHMENT A – SCOPE OF SERVICES

### HIGHLAND AVENUE STORM SEWER IMPROVEMENTS

Village of Hampshire, Kane County, IL

The Village of Hampshire intends to construct new storm sewer as shown in Attachment C. The following list of work items establishes the scope of engineering services for this project:

### FINAL DESIGN ENGINEERING

- 2.1 Project Management and Administration
  - Management of Personnel and the Engineering Contract
  - Budget Tracking
    - Coordination with the Village, Subconsultants, and Other Regulatory Agencies
  - Project Meetings
    - One (1) Design Progress Meetings Between the Village and EEI Prior to Bidding
- 2.3 Topographic Survey

2.2

2.4

2.5

- Field Survey
- Drafting to Create Base File
- Utility Coordination
  - Design JULIE
  - Plan Submission and Coordination with Private Utilities
  - Final Plans, Specifications and Estimates
    - Preparation of 60%, 90%, and 100% Engineering Plans
    - Preparation of 90% and 100% Project Manual and Engineer's Opinion of Probable Construction Cost. Project Manual Shall Include Bidding and Contract Documents, General Conditions, and Special Provisions.
- 2.6 Bidding and Contracting
  - Prepare Bidders List and Ad for Bid
  - Submit Ad for Bid to the Local Paper and Post Bidding Documents on Quest CDN
  - Address Bid Questions and Prepare Addenda
  - Attend Bid Opening
  - Prepare Bid Tab, Bid Summary, and Recommendation of Award
  - Execute Contract Documents

The following scope of services will be provided by EEI's subconsultant Rubino Engineering, Inc.

- Soil Borings
- Geotechnical Report
- CCDD Permitting

The above scope of services for Highland Avenue Storm Sewer Improvements includes the following assumptions and exclusions:

Creation of Temporary Construction Easement Documents

The above scope for "HIGHLAND AVENUE STORM SEWER IMPROVEMENTS" summarizes the work items that will be completed for this contract. Additional work items, including additional meetings and the preparation of temporary construction easement documents shall be considered outside the scope of the base contract and will be billed in accordance with the Standard Schedule of Charges.



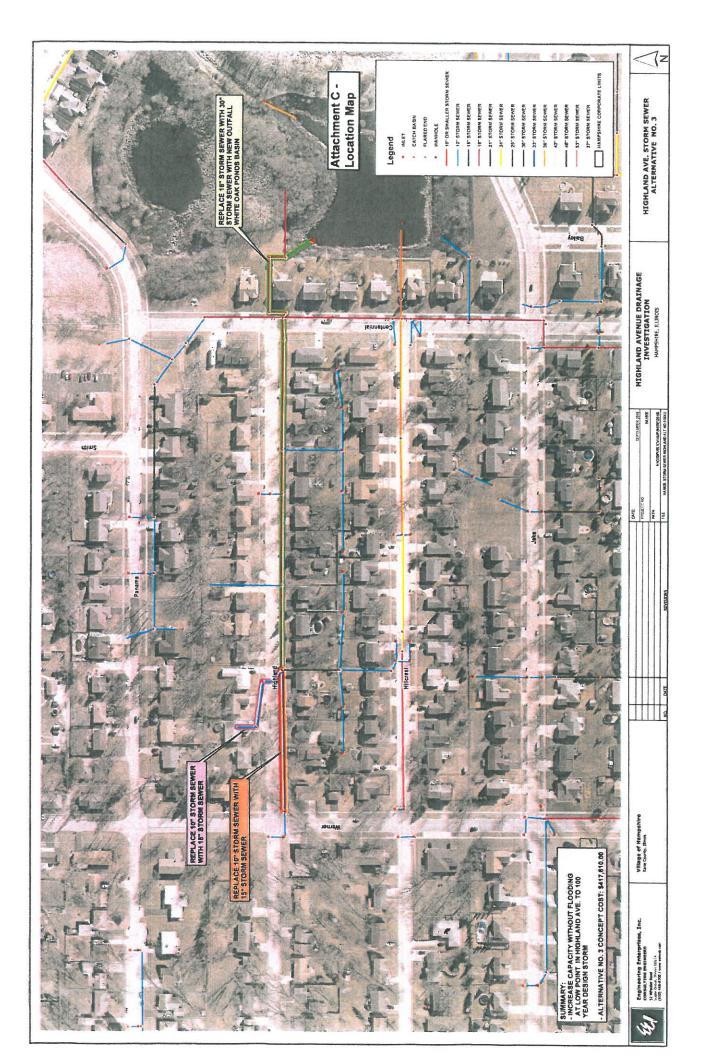
## ATTACHMENT B SUMMARY OF COMPENSATION FOR PROFESSIONAL ENGINEERING SERVICES FOR HIGHLAND AVENUE STORM SEWER IMPROVEMENTS (118ge of Hampshire, IL October 1, 2019

		ENTITY		ENGINEERING	EXING			SURVETING		DRA	URAFING	AUTHIN.	NNDAS	
			PRINCIPAL	SENIOR	SENIOR		SENIOR		SENIOR		SENIOR		ITEM	COST
WORK		PROJECT ROLE:	N	PROJECT	PROJECT	PROVECT	PROJECT	PROJECT	PROJECT	CAD	PROJECT		HOUR	PER
ITTEM			CHARGE	MANAGER	-	ENGINEER		MAMAGER	TECHII	MAMAGER	TECHI	ADMIN.	SUMM.	ITTEM
NO.	NO. WORK ITTEM	HOURLY RATE:	2197	1615	\$160	<b>5137</b>	1615	EZ1S	\$149	\$149	\$137	\$70		
FINAL	NAL DESIGN ENGINEFRING									and the second	ALL	THE PARTY OF		
21	Project Managament and Administration		•	7	-	•	•	•	•	•	•	4	80	\$ 1.497
22			,	6	9		•	•	x	1	•	•	6	\$ 1.053
23	Topographic Survey		•	•		*	5	27	•	•		•	32	\$ 5,626
24	Utility Coordination				•	6	•	•	•	•	•	·	3	\$ 411
25			4	12	55	20	•	,	·	R	30	•	151	\$ 23.200
26	Bidding and Contracting		1	4	12	•	•	•	•	,	•	5	12	
	The service and the service of	Final Design Engineering Subtotald	4	36	K	17	5	12	· Sandalan	30	30	5	271 5	m
and and		PROJECT TOTAL:		*	ĸ	23	5	27		R	30	S	172	34,521
				and the second se										

Notes: Excludes Fees Related to Temporary Construction Easement Documentation Rubino Feas Assume Worst Case Scenario (LPC-663 Needed). Fees Will be Less if LPC-662 is Warranted

NSES	LABOR SUMMARY
rinting =   \$ 100	Engineering Expenses = 5
ar 5 .	Surveying Expenses = 5
a 5 5,500	Drafting Expenses = 5
a \$ \$,600	Administrative Expenses = \$
	TOTALLAN

TOTAL EXPENSES = \$ 40,421 rss2018HA1805 Hohind Avenue Diurose invesigater/PSAYAzechmens B. Level of Elentaria/Fas Summar NACOMMUNE SOUNDOUGH





# ATTACHMENT D ANTICIPATED PROJECT SCHEDULE HIGHLAND AVENUE STORM SEWER IMPROVEMENTS Village of Hampshire, IL October 1, 2019

NUDA		Year:			2019												2020									
ITEM		Month:	October		November.	-	December	Jan Bar	January	ery .	Feb	February		March		April	H	May	A	ſ	June	-	July	F	Au	August
ND. WORK ITEM	Week Sta	arting: 1	Week Starting: 1 2 3	4 1	2 3	4 1	2 3	1 4	3 4 1 2 3 4 1 2 3 4 1 2 3 4 1 2 3 4 1 2 3 4 1 2 3 4 1 2 3 4 1 2 3	3 4	1 2	3 4	1	9	1 1	8	4 1	2	3 4	-	2 3 4	-	2 3	4	1 2	9
FINAL DESIGN ENGINEERING	NG STATES		and the second					ALL ALL		and the second		STATES IN	State and			1										
2 1 Project Management and Administration	ynt and Administration																No.					_			-	
2.2 Project Meetings		-				-	_	_		-				_		-			F						┝	
2.3 Topographic Survey	k									F				E											-	
2.4 Utility Coordination										-									-			-			$\vdash$	
2.5 Final Plans, Specifi	Final Plans, Specifications and Estimates															-									$\vdash$	
2.6 Bidding and Contracting	acting										H			Por la		_	E					-			-	
		North States	and the second	and the second	1																A CREW	ALC: NO				
Construction		-				-	_	-	-		_	-	-	-		_		1 1			Street S					Part Part

Project Management & OC/QA	Permitting
Meeting(s)	Bidding and Contractin
Design	Construction



### **Standard Schedule of Charges**

January 1, 2018

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$202.00
Principal	E-3	\$197.00
Senior Project Manager	E-2	\$191.00
Project Manager	E-1	\$173.00
Senior Project Engineer/Planner/Surveyor II	P-6	\$160.00
Senior Project Engineer/Planner/Surveyor I	P-5	\$149.00
Project Engineer/Planner/Surveyor	P-4	\$137.00
Senior Engineer/Planner/Surveyor	P-3	\$125.00
Engineer/Planner/Surveyor	P-2	\$114.00
Associate Engineer/Planner/Surveyor	P-1	\$103.00
Senior Project Technician II	T-6	\$149.00
Senior Project Technician I	T-5	\$137.00
Project Technician	T-4	\$125.00
Senior Technician	T-3	\$114.00
Technician	T-2	\$103.00
Associate Technician	T-1	\$ 90.00
Engineering/Land Surveying Intern	I-1	\$ 84.00
GIS Technician	G-1	\$ 72.00
Administrative Assistant	A-3	\$ 70.00
CREW RATES, VEHICLES AND REPROGRAPHICS		
<ol> <li>Man Field Crew with Standard Survey Equipment</li> <li>Man Field Crew with Standard Survey Equipment</li> <li>Man Field Crew with RTS or GPS *</li> <li>Man Field Crew with RTS or GPS *</li> <li>Vehicle for Construction Observation In-House Scanning and Reproduction</li> <li>Reimbursable Direct Costs &amp; Services by Others</li> </ol>	\$0.25/Sq. Ft. (Black & White) \$1.00/Sq. Ft. (Color) Cost + 10%	\$163.00 \$254.00 \$202.00 \$293.00 \$15.00

\*RTS = Robotic Total Station / GPS = Global Positioning System

52 Wheeler Road, Sugar Grove, IL 60554 ~ (630) 466-6700 tel ~ (630) 466-6701 fax ~ www.eeiweb.com

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- To: Jeff Magnussen Village President
- From: Brad Sanderson, P.E. Tim Paulson, P.E., CFM
- Date: September 30, 2019

Re: Klick Street Public Works Site Plan – Floodplain Issues

EEI Job #: HA1907

The attached Site Plan Exhibit for the Klick Street Public Works site shows how a new building would fit on the site. As you can see from the exhibit the site is impacted by both floodplain and floodway. This brings challenges to development of the site as discussed below.

- Not that there are no buildings permitted in the floodway.
- Any new building has to be elevated 2 feet above the floodplain elevation which places the top of foundation 2 to 3 feet above existing grade.
- The majority of the site appears to be in the floodplain by elevation
- Additional improvements on the site, beyond proposed building, would be impractical due to floodplain and compensatory storage limitations.
- In extreme events access to the site may be impacted by flooding.

We have prepared a conceptual engineer's estimate and have attached it for discussion. Note that the site development costs are substantial.

If the Village chooses to move forward, the next steps to proceed with the building project are:

- Perform a topographic survey of the site
- Develop preliminary site and grading plan
- Calculate floodplain fill and required compensatory storage
- Prepare a preliminary compensatory storage grading plan
- Prepare final site plans



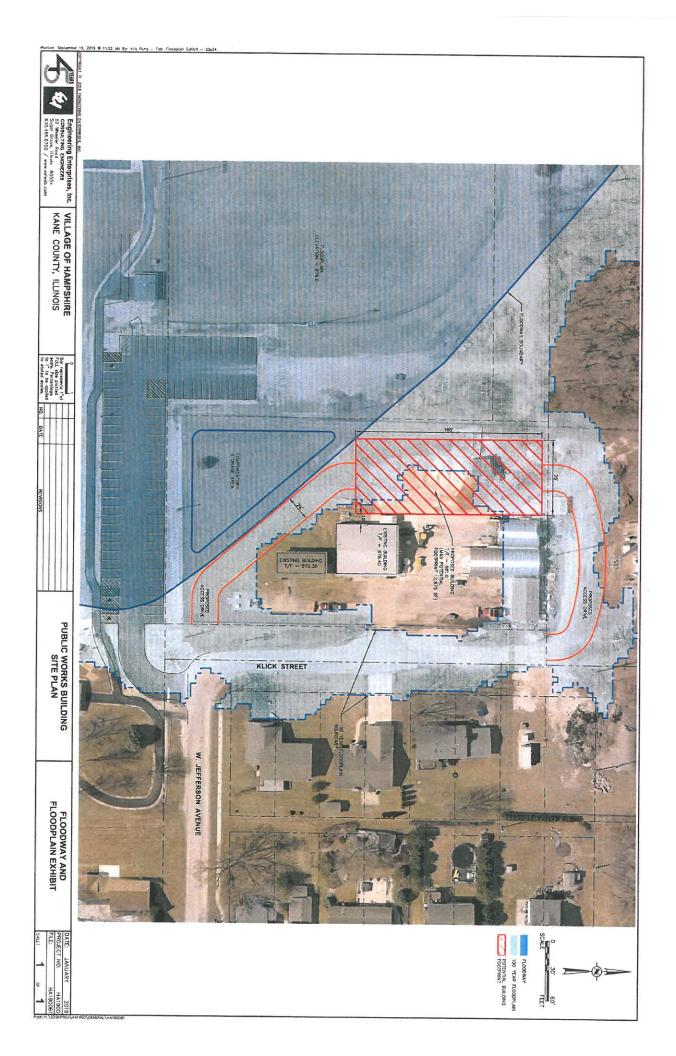
52 Wheeler Road, Sugar Grove, IL 60554

JOB NO:	HA1907
PREPARED BY:	TNP
DATE:	September 2019
PROJECT TITLE:	Public Works Building Site Work (Klick Street)

	Engineer's Conceptua	I Cost Estin	nate				
ITEM					UNIT	Γ	
NO.	ITEM	UNIT	QUANTITY		PRICE		AMOUNT
1	PERIMETER EROSION CONTROL	LF	800	\$	3.50	\$	2,800.00
2	STABILIZED CONSTRUCTION ACCESS	EA	1	\$	2,500.00	\$	2,500.00
3	EARTH EXCAVATION (FILL)	CY	2,345	\$	20.00	\$	46,900.00
4	EARTH EXCAVATION (COMP STORAGE BASIN)	CY	1,365	\$	20.00	\$	27,300.00
5	WATER SERVICE	LS	1	\$	7,500.00	\$	7,500.00
6	SANITARY SERVICE	LS	1	\$	7,500.00	\$	7,500.00
7	TRIPLE BASIN FOR SANITARY	EA	1	\$	15,000.00	\$	15,000.00
8	BASIN UNDER DRAIN, 4" HDPE	LF	160	\$	45.00	\$	7,200.00
9	STORM SEWER OUTFALL. 12" HDPE	LF	30	\$	60.00	\$	1,800.00
10	CONNECTION TO EXISTING CATCH BASIN	EA	1	\$	1,500.00	\$	1,500.00
11	ACCESS DRIVEWAYS (12" AGG, 4" BITUMINOUS)	SY	1,080	\$	50.00	\$	54,000.00
12	RESTORATION	SY	2,385	\$	10.00	\$	23,850.00
				Ś	SUB TOTAL	\$	197,850.00
			CONTI	NGE	ENCY (15%)	\$	29,700.00
			ENGIN	IEEI	RING (10%)	\$	19,800.00
				Pł	ERMITTING	\$	5,000.00
	TOTAL ENG	INEER'S CON	CEPTUAL C	osı	ESTIMATE	\$	252,350.00

Notes: Excludes Cost of Proposed Building

Excludes Cost of Existing Building Demolition



### AGENDA SUPPLEMENT

TO:	President Magnussen and Village Board
FROM:	Lori Lyons, Finance Director
FOR:	October 1, 2019 Village Board Meeting
RE:	Request for disbursement for Fire Hydrant Flags

**Background.** In the summer of 2015, the Hampshire Fire Protection District (HFPD) began a multi-year program installing marker flags on the hydrants located in the Village. Fire hydrant flag markers allow firemen to locate hydrants should they be buried under snow in winter and their reflective strips help fire crews quickly spot hydrants in the dark year-round.

**Analysis.** While not in the budget, the Board of Trustees previously agreed to participate in this program by reimbursing the HFPD for one half of the cost of the markers; this is the Village's third year of participation. The HFPD has White Oak Ponds, Tuscany Woods and some of old town left to mark. The project is expected to be completed next year.

**Recommendation.** Staff requests authorization to provide reimbursement in the amount of \$500 to the HFPD. This amount will be disbursed from the General Fund Contingency Fund Account.

### AGENDA SUPPLEMENT

TO:	President Magnussen and Village Board
FROM:	Lori Lyons, Finance Director
FOR:	October 3, 2019 Village Board Meeting
RE:	Resolution approving an IGA with Hampshire Township Park District for Indemnification in Regard to Transition Fees

**Background**. The Village collects transition fees from developers of residential properties. It came to our attention that an Intergovernmental Agreement for indemnification with regard to those fees was not in place with the Hampshire Township Park District (HTPD).

Analysis. The Village Attorney Schuster has advised the Village to not payout any transition fees to the HTPD or any other government entity that doesn't have an indemnification agreement through an Intergovernmental Agreement in place and approved by the Board. HTPD has now returned the agreement so approval can move forward.

**Recommendation**. Staff recommends that the Village Board approve the attached resolution authorizing the Village President to sign and the Clerk to attest an intergovernmental agreement with Hampshire Township Park District for indemnification in regard to collection of transition fees collected for the benefit of the park district.

### No. 19 - XX

### A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH HAMPSHIRE TOWNSHIP PARK DISTRICT FOR INDEMNIFICATION IN REGARD TO COLLECTION OF TRANSITION FEES COLLECTED FOR THE BENEFIT OF SAID PARK DISTRICT

WHEREAS, the Village has previously approved the imposition of a transition fee for park purposes upon new developments in the Village; and

WHEREAS, the Village collects such transition fee from developers for the benefit of other governmental entities affected by the new development, and upon collection, may pay it over to the affected governmental entity; and

WHEREAS, Hampshire Township Park District is a governmental entity affected by certain development in the Village; and

WHEREAS, the Village has requested of such governmental entities that each of them execute and deliver to the Village an intergovernmental agreement providing for indemnification from any demand, claim, action or lawsuit that may be filed with or against the Village to challenge the propriety, appropriateness, amount, timing, distribution, or any other aspect of such transition fees or any portion thereof which have been collected by the Village and which, if and when transferred, would inure to the benefit of, or have been paid to, or are due to, such governmental entity pursuant to the terms of the Village's policy; and

WHEREAS, Hampshire Township Park District has executed and delivered such an agreement to the Village, and the Corporate Authorities deem it necessary and advisable to enter into such agreement.

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 President shall be and is authorized to execute and the Village Clerk to attest, on behalf of the Village, The Intergovernmental Agreement for Indemnification in regard to collection of transition fees collected for the benefit of the Hampshire Township Park District.

Section 2. The Intergovernmental Agreement for Indemnification received from and executed and delivered to the Village by Hampshire Township Park District in regard to the receipt of transition fees imposed and collected by the Village for the benefit of the District, entitled, "Indemnification Agreement for Governmental Entities Receiving Disbursements of

### INDEMNIFICATION AGREEMENT FOR GOVERNMENTAL ENTITIES RECEIVING DISBURSEMENTS OF TRANSITION FEES FROM THE VILLAGE OF HAMPSHIRE

THIS AGREEMENT made this <u>23</u> day of <u>Sept</u>, 2019, by and between the Village of Hampshire, an Illinois Municipality. 234 South State Street, P.O. Box 457, Hampshire, Illinois ("Village"), and Hampshire Township Park District, with its principal place of business at 390 South Street, Hampshire, Illinois 60140 ("Recipient").

WHEREAS, pursuant to the Hampshire Resolution No. 04-14, and/or certain provisions of various annexation agreements, the Village may require that developers make certain contributions of transition fees to the Village to provide funds to cover the lag time between occupancy of a new residence and first collection of real estate taxes from the owners based on the increased assessed valuation of the property; and

WHEREAS, said contributions are to be paid over to the District on a monthly basis; when transferred or paid over to the District, said transition fees inure to the benefit of the District; and

WHEREAS, the Corporate Authorities of the Village deem it necessary and advisable to condition the collection and disbursement of such land or cash on the commitment of each respective Recipient that (a) Recipient acknowledge that the requirement that such transition fees be paid lies totally within the discretion of the Village as to existence, manner and amount; (b) Recipient undertake to pay the cost of defending any lawsuit that may be filed challenging such transition fees, or the collection and/or disbursement thereof, in any way; (c) Recipient comply with the terms of a final and non-appealable judicial determination by a court of competent jurisdiction rendered in connection with any such lawsuit; and (d) that each Recipient execute and deliver to the Village its written and duly authorized agreement establishing these conditions.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, AND IN CONSIDERATION OF THE TRANSFER FROM THE VILLAGE TO THE RECIPIENT OF TRANSITION FEES WHICH THE VILLAGE IN ITS DISCRETION MAY HAVE COLLECTED, IT IS AGREED AS FOLLOWS:

1. Recipient acknowledges and agrees that the Village is not obligated to cause the payment of transition fees to the Village, for public schools, parks, fire protection, libraries, cemeteries, or any other purpose.

2. Village acknowledges and agrees that it currently has in force a certain Resolution or Resolutions, pursuant to which certain payments of transition fees are due from, have been received from, and will be received from, developers of land in the Village; Recipient acknowledges and agrees that the Village may, in its sole discretion, and from time to time, amend its policies or its practices, to modify, or to discontinue any and all requirements for the payment of such transition fees, or to waive such requirements in any given situation.

3. a. In the event that a demand, claim, action or lawsuit shall be filed with or against the Village to challenge the propriety, appropriateness, amount, timing, distribution, or any other aspect of transition fees or any portion thereof which have been collected by the Village and which, if and when transferred, would inure to the benefit of, or have been paid to, or are due to, Recipient pursuant to the terms of the Village's resolution(s), or any annexation agreement or agreements, then Recipient agrees to and shall pay the costs and expenses, including reasonable attorneys' fees, incurred by the Village in responding to or defending such lawsuit.

i. Any such costs and expenses shall be paid by the Recipient when and as incurred by the Village.

ii. The Village shall submit to the Recipient a billing statement for such costs and expenses, including copies of any original invoices or bills reflecting the costs and expenses.

b. The Village covenants and agrees that it shall employ competent and skilled legal counsel to represent the Village in any such litigation.

i. The Village shall keep Recipient advised as to the progress and status of the litigation.

ii. The Village shall provide to the Recipient copies of all pleadings filed in the litigation and shall consult regularly with the Recipient or its attorneys, as applicable, as to the strategy for defending the lawsuit.

c. In no event shall such litigation be compromised or settled by the Village without reasonable prior notice to the Recipient; or, by Recipient without reasonable prior notice to the Village.

d. In the event that a final and non-appealable judicial determination is made by a court of competent jurisdiction that any transition fee which had been received by the Village is, in whole or in part, to be transferred back or refunded to any Plaintiff in such proceedings, then, to the extent that any such monies have been transferred or paid over to Recipient, Recipient shall promptly transfer back any such monies identified in such order, in accord with the terms of such order. Provided, further, that in the event that a judicial determination should require the payment of any additional sums, or the payment of costs and expenses of the litigation, including but not limited to any attorneys' fees, Recipient shall be responsible to pay such additional amounts.

4. Recipient agrees that its obligations under this Agreement shall extend to all transition fees disbursed to Recipient, whether paid to or collected by the Village before or after the date of this Agreement.

5. On or before May 1st of each year, Recipient shall submit to the Village a report reasonably satisfactory to the Village describing the manner in which any and all transition fees disbursed to or received by Recipient during the prior twelve month period have been utilized by Recipient. If the Recipient fails to timely file such report with the Village, the Village may withhold the transfer of any transition fees otherwise collected by and being held by the Village until such time as such report shall have been transmitted to the Village.

6. This Agreement shall be terminable by either party for any reason or no reason at all upon 30 days' prior written notice to the other party evidencing the intention to so terminate this Agreement. Provided, however, any such termination of this Agreement shall not affect the continuing obligation of the Recipient with regard to claims, demands, actions, lawsuits, or damages allegedly arising out of the Village's receipt, collection or disbursement of transition fees to Recipient, prior to such termination.

7. Any notices due under the terms of this Agreement shall be delivered in person, or by certified mail, return receipt requested, to the duly elected or appointed Clerk or Secretary, as the case may be, of the respective governmental entity, at the principal office of such entity, unless and until any party shall give notice to the other, in accord with the provisions of this paragraph, that notice shall be delivered elsewhere.

8. This Agreement contains the entire agreement of the parties hereto, and shall not be modified or amended without a writing duly executed and delivered by an authorized person of each party.

9. Each party represents and warrants to the other that execution and delivery of this Agreement has been authorized and approved by the governing board of said party. Each party shall deliver to the other a certified copy of the minutes of a proper meeting evidencing such authorization.

-- Signature page next follows this page --

DATED this 23 day of Sept , 2019.

VILLAGE OF HAMPSHIRE

Joffrey R. Magnussen Village President

RECIPIENT: HAMISHARE TOMUSAR PREX CIST

Name: Janual Loomer Title: Pressport

ATTEST:

ATTEST:

Clerk/Secretary

Linda Vasquez Village Clerk

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# VILLAGE OF HAMPSHIRE

Accounts Payable

## October 3, 2019

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

# Total: \$694,930.03

To be paid on or before October 9, 2019

Village President:	
Attest:	
Village Clerk:	
Date:	

# VILLAGE OF HAMPSHIRE

Accounts Payable

## October 3, 2019

Recommends the following Employee/Trustee: James Neblock and William Panzloff The President and Board of Trustees of the Village of Hampshire Warrant in the amount of

# Total: \$321.96

To be paid on or before October 9, 2019

Village President:	1
Attest:	
Village Clerk:	
Date:	

	INVOICE I' DATE	- U + # E - L - L	INVOICES DUE ON/BEFORE DESCRIPTION DESCRIPTION	12/31/2019 UNT #	P.O. # DI	DUE DATE	ITEM AMT
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00	BANK OF CHI	CHICAGO	0				
N 1	10/01/19 (	01	TRANSER SSA #9 TAX COLLECTED	21000001040	10 INVOICE VENDOR	10/30/19 INVOICE TOTAL: VENDOR TOTAL:	303,522.58 303,522.58 303,522.58
<b>r</b> .	CONSTRUCTION CODE SI	SERV	SERVICES				
	09/23/19 (	01	AUG'S PLAN REVIEWS	010010024390	INVOICE	10/23/19 INVOICE TOTAL:	38,627.84 38,627.84
	09/13/19 (	01	T-MOBILE ELECTRICAL PL REV	010010024390	10 INVOICE	10/13/19 INVOICE TOTAL:	225.00 225.00
1000	09/16/19 (	01	DAYTON FREIGHT ALARM PL REV	010010024390	10/16/19 INVOICE TOTAL VENDOR TOTAL:	10/16/19 Invoice Total: Vendor Total:	1,504.53 1,504.53 40,357.37
	BROTHERS, INC.						
	09/16/19 (	01	SSA MOWER	520010024999	INVOICE	10/16/19 INVOICE TOTAL:	26.13 26.13
	09/18/19	01	SSA MOWER	520010024999	INVOICE	10/18/19 INVOICE TOTAL:	137.54 137.54
	09/25/19 (	01	SSA MOWER	520010024999	IUVOICE	10/25/19 Invoice Total:	296.04 296.04
201777123	09/26/19 (	01	SSA MOWER	520010024999	1 C I NVOI CE	10/26/19 INVOICE TOTAL:	390.79 390.79

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VILLAGE OF HAMPSHIRE DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 12/31/2019	INVOICE ITEM DATE # DESCRIPTION ACCOUNT # P.O. # DUE DATE ITEM AMT	K BROTHERS, INC.	09/26/19 01 SSA MOWER 520010024999 10/26/19 335.92 335.92 335.92 1.186.42		06/24/19 01 SH DRUG SCREEN 300010024380 06/24/19 125.00 125.00 INVOICE TOTAL: 125.00 VENDOR TOTAL: 125.00	PAVING CORP.	09/18/19 01 REMOVE AND REPLACE ASPHALT 100010024950 10/18/19 72,900.00 1NV01CE TOTAL: 72,900.00 VENDOR TOTAL: 72,900.00		2019         09/10/19         01         5175128047         010030024260         11/11/19         1,038.23           02         2244132001         010030024260         010030024260         010030024260         0104.111           03         0710116073         010030024260         010030024260         010030024260         010330224260           04         3461028010         010030024260         010030024260         010030024260         01033024260           05         1329062027         010030024260         010030024260         010030024260         18.37           07         4623084055         010030024260         010030024260         010030024260         35.05           07         4623084055         010030024260         010030024260         4,099.99           08         1657057031         300010024260         300010024260         2,099.99           11         9705026025         300010024260         300010024260         4,099.99           12         6987002019         300010024260         300010024260         450.26           13         0495111058         300010024260         300010024260         450.26           14         2599100000         300010024260         300010024260         450.20
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VILLAGE OF HAMPSHIRE DETAIL BOARD REPORT

			INVOICES DUE ON/BE	ON/BEFORE 12/31/2019		
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COMED COMED						
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CREL CRESCENT EL	ELECTRIC SUPPLY	LY CO	0			
S506997578.001	09/13/19	01	ELECTRONIC BALLAST	010030024270	10/13/19 INVOICE TOTAL: VENDOR TOTAL:	36.88 36.88 36.88
CUBE CULLIGAN OF	BELVIDERE					
OCT 2019	10/01/19	01 02 04 05	104711 85662 93732 93732 93740	010020024280 010010024280 300010024280 310010024280 010030024280	10/30/19	114.45 33.85 44.80 44.80
					INVOICE TOTAL: VENDOR TOTAL:	329.90 329.90 329.90
DECO DEERE & COM	COMPANY					
116714987A	09/20/19	01	JOHN DEERE 997 LAWN TRACTOR	520010024999	09/20/19 INVOICE TOTAL: VENDOR TOTAL:	16,200.60 16,200.60 16,200.60
DIEN DIRECT ENERGY BUSINESS	3Y BUSINESS					

DIEN DIRECT ENERGY BUSINESS

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VILLAGE OF HAMPSHIRE DETAIL BOARD REPORT

				INVOICES DUE ON/BE	ON/BEFORE 12/31/2019		
INVOICE VENDOR # 	#	INVOICE ] DATE	TTEM 	DESCRIPTION	ACCOUNT #	P.O. # DUE DATE	ITEM AMT
DIEN	DIRECT ENERGY	ENERGY BUSINESS					
OCT 2019A	Ър	09/10/19	01	1510866	310010024260	10/10/19 INVOICE TOTAL: VENDOR TOTAL:	115.33 115.33 115.33
DIWO	DIESEL WORKS	INC					
3706		09/23/19	01	PLOW TRUCK	010030024110	10/23/19 INVOICE TOTAL:	4,730.50 4,730.50
3715		09/27/19	01	PLOW TRUCK	010030024110	10/27/19 INVOICE TOTAL: VENDOR TOTAL:	2,958.36 2,958.36 7,688.86
DOCO	DORNER COMPANY	۲V					
149320-IN	Z	08/29/19	01	REHAB BRIER HILL PRV CLA-VAL	300010024160	09/29/19 INVOICE TOTAL: VENDOR TOTAL:	1,500.00 1,500.00 1,500.00
EMQC	EMQ CONSTRUCTION LLC	LION FFC					
8007		09/18/19	01 02	PAVING WATER LEAK RESTORE	010030024130 300010024160	10/18/19 INVOICE TOTAL: VENDOR TOTAL:	1,650.00 4,050.00 5,700.00
ENCS	ENTRE COMPUTE	COMPUTER SOLUTIONS	SN				
093019		09/30/19	01	PURCHASE TECH SUPPORT HOURS	01000001800	10/30/19 INVOICE TOTAL: VENDOR TOTAL:	8,500.00 8,500.00 8,500.00
GEBR	GEHRINGER BROS	SC					
0689		09/19/19	01	DUMP BOX WELDING	010030024110	10/27/19 INVOICE TOTAL: VENDOR TOTAL:	3,100.00 3,100.00 3,100.00

VILLAGE OF HAMPSHIRE DETAIL BOARD REPORT

DATE: 10/01/19 TIME: 14:48:57 ID: AP441000.WOW

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			INVOICES DUE ON/BEI	ON/BEFORE 12/31/2019		
INVOICE # VENDOR # 	INVOICE DATE	TTEM #	1 DESCRIPTION	ACCOUNT #	P.O. # DUE DATE	ITEM AMT
HAAUPA HAMPSHIRE AI	AUTO PARTS					
524807	06/10/19	01	PLIERS	010030034670	07/10/19 INVOICE TOTAL:	24.99 24.99
534064	09/16/19	01	CAP SCREW AND WASHER	010030034670	10/16/19 INVOICE TOTAL:	3.54 3.54
534075	09/16/19	01	CAP SCREW	010030034670	10/16/19 INVOICE TOTAL:	2.97 2.97
534183	09/17/19	01	WHEELS FOR PUMP	310010034670	10/17/19 INVOICE TOTAL:	57.28 57.28
534269	09/18/19	01	PLUG TAP	010030034670	10/18/19 INVOICE TOTAL:	4.95 4.95
534273	09/18/19	01	OIL DRY	310010034670	10/18/19 INVOICE TOTAL:	8.46 8.46
534276	09/18/19	01	CUT WHL	010030034680	10/18/19 INVOICE TOTAL:	8.07 8.07
534298	09/18/19	01	THREAD RESTORER SET	010030034680	10/18/19 INVOICE TOTAL:	143.99 143.99
534322	09/19/19	01	CREDIT INV 534298	010030034680	10/19/19 INVOICE TOTAL:	-143.99 -143.99
534947	09/26/19	01	TRANSMISSION OIL FILTER	010030034660	10/26/19 INVOICE TOTAL: VENDOR TOTAL:	10.99 10.99 121.25
HAFD HAMPSHIRE FI	FIRE PROTECTION	NOI				
092019A	09/30/19	01	TRAN/CLASS FEEL RELEASE	630010044780	09/30/19 INVOICE TOTAL: VENDOR TOTAL:	116,452.28 116,452.28 116,452.28

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VILLAGE OF HAMPSHIRE DETAIL BOARD REPORT

12/31/2019	7 # P.O. # DUE DATE ITEM AMT		134700 08/05/19 599.90 INVOICE TOTAL: 599.90	54960 08/05/19 4,550.00 1NVOICE TOTAL: 4,550.00	54960 10/25/19 1,313.17 INVOICE TOTAL: 1,313.17 VENDOR TOTAL: 6,463.07		24100 10/20/19 232.50 INVOICE TOTAL: 232.50 VENDOR TOTAL: 232.50		34650 10/20/19 106.16 INVOICE TOTAL: 106.16 VENDOR TOTAL: 106.16		24210 11/01/19 1,189.34 24210 24210 1,189.33 24210 1,189.33 1,189.33	OTAL:	34680 10/26/19 35.00 35.00 35.00
INVOICES DUE ON/BEFORE 12	DESCRIPTION ACCOUNT		STORM GRATE 010030034700	300010054960 METERS	CONSTRUCTION HYDRANT METER 300010054960		REPAIR AIR CONDITIONING LEAK 010010024100	X	SUPPLIES 010010034650		NOV'S WORKERS' COMP 010010024210 NOV'S WORKERS' COMP 300010024210 NOV'S WORKERS' COMP 310010024210		REIMBURSE OPTICSPLANET 010020034680
	INVOICE # INVOICE ITEM VENDOR # DATE # DE	HDSUWA CORE & MAIN	K790741 07/05/19 01 ST	K790766 07/05/19 01 ME	L230021 09/25/19 01 CO	HHCI HAMPSHIRE HEATING & COOLING	12144 09/20/19 01 RE	IPODBA IPO/DBA CARDUNAL OFFICE SUPPLY	616744-0 09/20/19 01 SU	IPRF ILLINOIS PUBLIC RISK FUND	58683 09/12/19 01 NO 02 NO 02 NO 03 NO	JANE JAMES NEBLOCK	13675468 09/26/19 01 RE

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VILLAGE OF HAMPSHIRE DETAIL BOARD REPORT

			INVOICES DUE ON/BE	ON/BEFORE 12/31/2019			
INVOICE # VENDOR # 	INVOICE I DATE	ТТЕМ +	DESCRIPTION	ACCOUNT #	P.O. # DUE DATE	E ITEM AMT	AMT
K&MTI K & M TIRE							
421673014	09/25/19	01	TIRES	010020024110	10/25/19 INVOICE TOTAL: VENDOR TOTAL:		784.00 784.00 784.00
KONMIN KONICA MINC	KONICA MINOLTA BUS SOLUTION	IOI TU	Ν				
261300298	09/22/19	01	PD MONTHLY MAINTENANCE	010020024340	10/22/19 INVOICE TOTAL: VENDOR TOTAL:		182.39 182.39 182.39
LHE LIONHEART C	LIONHEART CRTAL PWR SPECIALIST	ECIAI	LIST				
16660	09/13/19	01	REPAIR HARMONY LS GENERATOR	310010024120	10/13/19 INVOICE TOTAL: VENDOR TOTAL:		54.89 6,754.89 6,754.89
MISA MIDWEST SALT	T						
P447447	09/09/19	01	SALT	300010034680	10/09/19 Invoice Total:	2,5	77.09 2,577.09
P447635	09/23/19	01	SALT	300010034680	10/23/19 INVOICE TOTAL:		2,648.18 2,648.18
P447650	09/24/19 (	01	SALT	300010034680	10/24/19 INVOICE TOTAL: VENDOR TOTAL:	2, 8	94.46 2,894.46 8,119.73
OFDE OFFICE DEPO	DEPOT, INC.						
378650813001	09/17/19	01	SUPPLIES	010020034650	10/19/19 INVOICE TOTAL: VENDOR TOTAL:		97.85 97.85 97.85
PASS PASSARELLI	LAW LLC						

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VILLAGE OF HAMPSHIRE DETAIL BOARD REPORT

	ITEM AMT		650.00 650.00 650.00	•••••	139.99 139.99	6.6	1 	33.53 33.53	33.69 33.69	124.00 124.00 191.22		120.00 120.00 120.00		84.00 84.00 84.00
	P.O. # DUE DATE		10/16/19 INVOICE TOTAL: VENDOR TOTAL:		10/20/19 INVOICE TOTAL:	10/25/19 INVOICE TOTAL: VENDOR TOTAL:		10/18/19 INVOICE TOTAL:	10/24/19 INVOICE TOTAL:	10/26/19 INVOICE TOTAL: VENDOR TOTAL:		10/16/19 INVOICE TOTAL: VENDOR TOTAL:		10/25/19 INVOICE TOTAL: VENDOR TOTAL:
ON/BEFORE 12/31/2019	ACCOUNT #		010020024370		010020034690	010020034690		010020024110	010020024110	010020024110		010020024100		010030034680
INVOICES DUE (	I DESCRIPTION		PD		UNIFORM	UNIFORM		OIL CHANGE	OIL CHANGE	MOUNT AND BALANCE TIRE	IONS	REPAIRED WIRE		HAND SANITIZER
	C ITEM		19 01	IC.	-9 01	10 6.		9 01	9 01	9 01	SOLUTIONS	9 01		0 6
	TINVOICE DATE	PASSARELLI LAW LLC	09/16/19	RAY O'HERRON CO., INC.	-IN 09/20/19	-IN 09/25/19	RK QUALITY SERVICES	09/18/1	09/24/19	09/26/19	SUPERIOR GARAGE DOOR	09/16/19	SHARE CORPORATION	09/25/19
	INVOICE VENDOR #	PASS	133	RAOH	1952082-IN	1952875-IN	RKQUSE	11604	13665	13688	SGDS	1041	SHARE	1856851

VILLAGE OF HAMPSHIRE DETAIL BOARD REPORT

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	ITEM AMT		429.68 429.68 429.68		42.50 42.50 42.50		2,450.00 2,450.00 2,450.00		2,456.94 2,456.94	870.50 870.50	54.00 54.00	851.52 851.52	602.00 602.00	444.94 444.94
	P.O. # DUE DATE		10/17/19 INVOICE TOTAL: VENDOR TOTAL:		10/06/19 INVOICE TOTAL: VENDOR TOTAL:		10/16/19 INVOICE TOTAL: VENDOR TOTAL:		10/09/19 INVOICE TOTAL:	10/09/19 INVOICE TOTAL:	09/27/19 INVOICE TOTAL:	09/27/19 INVOICE TOTAL:	09/28/19 INVOICE TOTAL:	09/28/19 INVOICE TOTAL:
FORE 12/31/2019	ACCOUNT #		300010024380		310010024380		010030024160		300010034670	310010034670	310010034670	310010034670	310010034670	310010034670
INVOICES DUE ON/BEFORE	DESCRIPTION		WATER ANALYSIS		WATER TESTING		PARKWAY TREES		CHLORINE SCALE	REHAB SLUDGE HOLDING TANK	REHAB SLDGE HLDING TNK AERATIN			
	ITEM #		01		01		01		01	01	01	01	01	01
	# INVOICE DATE 	SUMMIT ENVIRONMENTAL	09/17/19	TEKLAB, INC	09/06/19	TREES UNLIMITED	09/16/19	USA BLUEBOOK	00/00/10	09/09/19	08/27/19	08/27/19	08/28/19	08/28/19
	INVOICE VENDOR # 	SUEN	206663	TEK	233680	TRUN	8003	USBL	003087	3032	991912	992052	993354	993491

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	ITEM AMT		867.46 867.46 6,147.36		360.16 360.16 360.16		56.62 223.09 141.48 319.17	867.18 867.18 867.18		525.00 525.00	54,366.68 54,366.68 54,891.68		2,945.40 87.69 105.32
INVOICES DUE ON/BEFORE 12/31/2019	P.O. # DUE DATE		10/04/19 INVOICE TOTAL: VENDOR TOTAL:		10/07/19 INVOICE TOTAL: VENDOR TOTAL:		10/07/19	INVOICE TOTAL: VENDOR TOTAL:		09/15/19 INVOICE TOTAL:	10/30/19 INVOICE TOTAL: VENDOR TOTAL:		10/30/19
	ACCOUNT #		310010034670		010020024230		010010024230 010020024230 010030024230 300010024230 310010024230			010030024130	290010024330		010020034660 310010034660 520010024999
	M DESCRIPTION		REHAB SLUDGE HOLDING TANK		PD CELLULAR SERVICE		ADM PD STREETS WATER SEWER			MELMS RD GARBAGE	SEPT 2019		PD Sewer SSA
	TCE ITEM		09/04/19 01		09/15/19 01		5/19 01 02 03 04 05			08/16/19 01	09/30/19 01		10/01/19 01 02 03
	INVOICE DATE	BLUEBOOK	0/60	VERIZON WIRELESS	1/60	VERIZON WIRELESS	08/15/19		WASTE MANAGEMENT	т I		BANK	10/0
	INVOICE # VENDOR #	USBL USA	999036	VWPD VERI	9838192086	VWVH VERI	9838192087		WAMA WAST!	3320207-2011	3600493-2011-0	WEX WEX	100119

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VILLAGE OF HAMPSHIRE DETAIL BOARD REPORT

PAGE: 11		ITEM AMT		543.85	ZIZ.06 3,894.32 3,894.32		214.99	286.96 286.96 286.96		4,996.23 4,996.23 4,996.23	695,251.99
		P.O. # DUE DATE		10/30/19	INVOICE TOTAL: VENDOR TOTAL:		10/14/19	INVOICE TOTAL: VENDOR TOTAL:		10/20/19 INVOICE TOTAL: VENDOR TOTAL:	TOTAL ALL INVOICES:
VILLAGE OF HAMPSHIRE DETAIL BOARD REPORT	INVOICES DUE ON/BEFORE 12/31/2019	ACCOUNT #		010030034660 300010034660			010030034690 010030034690	010030034690		300010034680	
	INVOI	DESCRIPTION		STREETS WATER			WP BOOTS WP JEANS		INC	DWTPS CHEMICALS	
		INVOICE ITEM DATE #		10/01/19 04 05			09/14/19 01 02	7.0	UNLIMITED,	09/20/19 01	
10/01/19 14:48:57 AP441000.WOW		#	WEX BANK			WILLIAM PANZLOFF			WATER SOLUTIONS UNLIMITED, INC		
DATE: TIME: ID:		INVOICE VENDOR # 	WEX	100119		WIPA	30501		WSU	32675	