

Village of Hampshire Village Board Meeting Thursday May 17, 2018 – 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 May 3, 2018
- 6. Village President's Report
 - a) Discussion of Economic Incentive Agreement between the Village and RMC Holdings Hampshire LLC, Loves' Travel Stops & Country Stores, Inc. and Wausau Limited Partnership.
 - b) Purchase Truck with Service Body and lift gate
 - c) Utility Trailer Purchase
 - d) SSA #15 Lakewood Crossing Drainage Expenditure
- 7. Village Board Committee Reports
 - a) Economic Development
 - b) Finance
 - 1. Accounts Payable
 - c) Public Works
 - d) Planning/Zoning
 - e) Public Safety
 - f) Fields & Trails
 - g) Village Services
 - h) Business Development Commission
- 8. New Business
- 9. Announcements
- 10. Executive Session:
- 11. Any items to be reported and acted upon by the Village Board after returning to open session
- 12. 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 May 3, 2018

The regular meeting of the Village Board of Hampshire was called to order by Village President Jeffrey Magnussen at 7:00 p.m. in the Village of Hampshire Village Board Room, 234 S. State Street, on Thursday, May 3, 2018.

Present: Christine Klein; Toby Koth; Janet Kraus; Erik Robinson; Michael Reid

Absent: Ryan Krajecki

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.

Citizen Comments: Mr. Ruth mentioned he filled out a FOIA asking about dates of installation of computers which the clerk received.

Carl Palmisano –President of Coon Creek wanted to just say Thank You for your support. Village President mentioned the check for Coon Creek will be on our next agenda.

Minutes

Trustee Robinson moved to approve the minutes of April 19, 2018, with the one change under EDC should be Romeo's.

Seconded by Trustee Kraus Motion carried by voice vote.

Ayes: Klein, Kraus, Reid, Robinson, Koth

Nays: None Absent: Krajecki

VILLAGE PRESIDENT REPORT

Trustee Kraus moved, to reappoint Maureen McGreevy to the Police Commission for another year.

Seconded by Trustee Reid Motion carried by voice vote.

Ayes: Klein, Kraus, Reid, Robinson, Koth

Nays: None Absent: Krajecki

Mr. Losey would like to annex and zone his 40.25 acres of property on Route 20 north of black diamond— His company is called Gem Dock. He would have some storage but will have concrete and would be fenced in. His company makes docks for garages doors for commercial and residential.

The consensus of the board was for him to proceed starting annexation on his property.

Joe Lazar, (2) proposed commercial developments on Route 72, had two different concepts, one on the west side of Casey's gas station He would like fast food at one building then the other building either retail, office or restaurant.

The Village would need to amend the final plat so IDOT can give him permission to have access in and out on Route 72. Same the on the east side of Heartland Bank, Mixed or single use at these two buildings.

The consensus of the board was to move forward starting with amending the final plat.

Village President read the Municipal Clerks Week Proclamation then signed it.

Trustee Robinson moved to approve the Proposed Changes in hourly rate and expenses Engineering Enterprises, Inc.

Seconded by Trustee Koth Motion <u>failed</u> by roll call vote

Ayes: Koth, Robinson. Nays: Klein, Kraus, Reid

Absent: Krajecki

Trustee Reid moved to approve Ordinance 18-17; Proposing Establishment of SSA #26 (Stormwater Facility Maintenance – Back up only – Love's Property).

Seconded by Trustee Robinson Motion carried by roll call vote

Ayes: Koth, Kraus, Reid, Robinson and Klein.

Nays: None Absent: Krajecki

A public hearing will be held July 19, 2018 at 7 p.m. for SSA #26.

Trustee Reid moved to approve Resolution 18-07; adopting a credit card use policy for the Village of Hampshire.

Seconded by Trustee Robinson Motion carried by roll call vote

Ayes: Koth, Reid, Robinson and Klein.

Nays: Kraus Absent: Krajecki

Trustee Klein moved to approve Resolution 18-08; establishing a policy for public works call out pay policy for the Village of Hampshire.

Seconded by Trustee Robinson Motion carried by roll call vote

Ayes: Kraus, Koth, Reid, Robinson and Klein.

Nays: None Absent: Krajecki

Trustee Kraus moved to Authorize National Wash Authorities proposal to wash T.W. EWST at a cost of \$5,795.00.

Motion carried by roll call vote

Ayes: Kraus, Koth, Reid, Robinson and Klein.

Nays: None Absent: Krajecki

Trustee Robinson moved to authorization to purchase two 2018 Ford Explorer Police Interceptor AWD vehicles total amount of \$90,800.00 includes equipment, installation and striping.

Seconded by Trustee Kraus Motion carried by roll call vote

Ayes: Kraus, Koth, Reid, Robinson and Klein.

Nays: None Absent: Krajecki

Trustee Reid moved to approve Resolution 18-09; approving an intergovernmental agreement with the State of Illinois and the Village of Hampshire for the appropriation funds for the Brier Hill Road resurfacing project.

Seconded by Trustee Klein Motion carried by roll call vote

Ayes: Kraus, Koth, Reid, Robinson and Klein.

Nays: None Absent: Krajecki

There will be a public hearing on July 19, 2018 at 7 p.m.

The Village received the extended letter of credit today which is in effect for one more Year, so this has been taken care of. Authorizing claim on Letter of Credit for Tuscany Woods, Unit 1 posted by Wells Fargo Bank for The Ryland Group, Inc., dated May 28, 2015.

VILLAGE BOARD COMMITTEE REPORTS

a. <u>Business Development Commission</u>

Village President Magnussen announced a BDC meeting will be held May 9,2018 at 6:30 p.m.

b. <u>Economic Development</u> – Trustee Reid moved to approve Q98.5 & 97ZOK radio station to broadcast live Saturday at Coon Creek Country Days in the amount of \$2,198.00. They will be bringing in a photo booth too.

Seconded by Trustee Klein Motion carried by roll call vote

Ayes: Koth, Kraus, Reid, Robinson and Klein.

Nays: None Absent: Krajecki

c. Finance

Accounts Payable

Trustee Klein moved to approve the Accounts Payable in the sum of \$114.71 for Brett Meyer to be paid on or before May 9, 2018.

Seconded by Trustee Robinson Motion carried by roll call vote

Ayes: Koth, Kraus, Reid, Robinson and Klein.

Nays: None Absent: Krajecki

Trustee Klein moved to approve the Accounts Payable in the sum of \$459,069.51 to be paid on or before May 9, 2018.

Seconded by Trustee Kraus Motion carried by roll call vote

Ayes: Koth, Kraus, Reid, Robinson and Klein.

Nays: None Absent: Krajecki

- b. Public Works No report.
- **c.** <u>Planning/Zoning</u>- Trustee Robinson reported the letters to residents on Washington have been sent out and was published in the newspaper.
- d. Public Safety- No report.
- e. Fields & Trails No report.
- f. Village Services No report

Announcements

Village President Magnussen announced his son Tommy will be graduating from college on May 13, 2018 and his daughter Lucy will be graduating from high school May 19, 2018.

Trustee Koth's son will be graduating from college also. Congratulations to all.

Executive Session

Trustee Robinson moved, to adjourn to executive session to discuss pending litigation under §2(c)(11) of the Open Meetings Act, at 8:10 p.m.

Seconded by Trustee Klein Motion carried by roll call vote

Ayes: Klein, Koth, Kraus, Reid, Robinson

Nays: None Absent: Krajecki

The Village Board reconvened at 8:38 PM.

Trustee Klein mentioned she would like to have on Saturday June 2,2018 between 9-11 a.m. Coffee with the residents – here at the Village Hall all trustees and public are welcome and yes we will provide snacks.

Trustee Klein asked if the Village will be having a booth on Summer on State.

Plus will the Village be having a float for the trustees for Coon Creek Days?

Trustee Klein has talked to Resource Bank regarding taking a loan and they said yes for Public Works building

ADJOURNMENT:

Trustee Robinson moved to adjourn the Village Board meeting at 8:44 p.m.

Seconded by Trustee Klein Motion carried by voice vote

Ayes: Klein, Koth, Kraus, Reid, Robinson

Nays: None Absent: Krajecki

Linda Vasquez Village Clerk

ECONOMIC INCENTIVE AGREEMENT BETWEENWITH THE VILLAGE OF HAMPSHIRE AND FOR THE RMC-Metrix Hampshire Industrial Park

This Economic Incentive	Agreement (t	he "Agreement")	is dated this 1-	8th day of
August, 2011	2018, and is	made by and	d between the	VILLAGE OF
HAMPSHIRE, Kane County, III	inois ("Village	') and"), RMC I	HOLDINGS HAI	MPSHIRE LLC
(RMC), Roserock Holdings, LLC	-(("RMC"), LC	OVE'S TRAVEL	STOPS & COUN	JTRY STORES
INC. ("Love's)"), and WAUSA	U LIMITED	PARTNERSHIP	f("Truck Cour	ntry) or and
together with RMC and Love's	each a new co	llective entity to	be formed (""I	Developer" and
collectively the "Project Develope	ers").	,		

RECITALS:

- A. Project Developers are the prospective owners or lessees, as applicable, of a portion of a 99-acre parcel of property located within the Village, west of Route 20, north of Interstate 90, commonly known as the RMCMetrix -Hampshire Industrial Park (Development) as more particularly set forth in Exhibit "A" attached hereto ("Subject Property").
- B. The Subject Property is described on Exhibit "A" attached hereto and incorporated herein by this reference.
- C. Project <u>Developer proposes Developers propose</u> to develop the Subject Property for commercial and industrial business purposes consistent with the Village's Zoning Ordinance as that is applicable to the Subject Property.
- D. DeveloperLove's intends to initially construct a Love's Truck & Travel Stop and a portion of the Subject Property to be owned by Love's or its affiliates. Truck County intends to initially construct a Truck Country Truck Sales & Service Center (on a portion of the Subject Property to be owned by Truck Country) on the property or its affiliates for the retail sale of trucks and services (the "Development"). Other tenants within. RMC intends to acquire a portion of the Development may be added to the AgreementSubject Property and construct certain infrastructure improvements as transactions are completed well as a build to suit industrial building for a tenant on a portion of the property and sell, lease, develop or perform any combination thereof on the property owned by RMC or its affiliates. As used, herein, the term "Project" shall mean all of the development to be performed on the Subject Property by the Project Developers, their successors and assigns.
- E. <u>Each</u> Developer represents and warrants that <u>theits</u> development of the Subject Property as set forth above (the "Project") requires economic assistance from the Village and that, but for the economic assistance to be given by the Village, the Project would not be economically viable to <u>such</u> Developer.
- F. The parties have considered and negotiated an agreement to share $\frac{1}{9}$ rebate $\frac{1}{9}$ a portion of the Retailers' Occupation Taxes that will be due to and received by the Village when generated by from operations on the Development Project.

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- G. The Retailers' Occupation Tax $\underline{\text{that}}$ is currently imposed in the Village $\underline{\text{atis}}$ the $\underline{\text{sum}}$ of (i) a base rate of 6.25% $\underline{\text{duepaid}}$ to the State of Illinois, ("State"), plus (ii) an additional 0.75% due to the Regional Transportation Authority, for a total rate of 7.00%.
- H. The Illinois Municipal Code, 65 ILCS 5/8-11-20, authorizes the Village and DeveloperProject Developers to enter into this Economic Incentive Agreement to share or rebate said taxes, and the Village has adopted, or contemporaneously with this Agreement will adopt, a Resolution pursuant to 65 ILCS 5/8-11 -20, making such findings as are necessary to support and authorize such Agreement under the law.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATION, AND PURSUANT TO THE STATUTORY AUTHORITY GRANTED IN THE ILLINOIS MUNICIPAL CODE, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO, AS FOLLOWS:

 $\underline{SECTION\,1}{:}\quad \underline{Incorporation\ of\ Recitals}.\ The\ recitals\ set\ forth\ above\ are\ incorporated\ in\ this\ Agreement\ as\ if\ fully\ set\ out\ herein.$

<u>SECTION 2</u>: <u>Conditions Precedent / Developer. Project Developers.</u> As conditions precedent to the Village's obligations set forth herein, <u>each Developer agrees as follows:</u>

- A. On or before <u>JuneAugust</u> ____1, 2018, to <u>subject to force majeure</u>, to present to the Village with evidence of its acquisition that one or more of the <u>Developers have acquired the Subject Property- or applicable portions thereof.</u>
- B. On or before the following dates, subject to *force majeure*, to <u>substantially</u> complete the <u>Developmentapplicable Developer's portion of the Project.</u> As used herein, "substantially complete" shall mean construction is complete and <u>obtain anthe Developer has obtained the applicable</u> occupancy permit from the Village-<u>for such development.</u>

 - 1. Truck Country's truck and sales & service center by June 30, 2020
 - 2. Love's Truck & Travel Stop ______2018travel stop by June 30 2020,
 - 3. TBD______.
 - 4. TBD

This Agreement shall be null and void in the event that Developer does not comply with these conditions.

C. On or before June 30, 2020, Project Developers shall have contributed and/or incurred no less than \$4,500,000 in construction and development costs for general infrastructure work to be done at the Project, including but not limited to roadways, bringing utilities to the lots in the Subject Property, street lighting, landscaping, lift station, mass grading, top soil removal and master detention and intersection improvements.

If the foregoing are not met and such failure is not cured as set forth in Section 10 hereof, then the Village shall have the right to declare in writing to the Project Developers that this

Agreement is null and void with respect to the applicable Developer (or Developers) that did not fulfill the foregoing.

SECTION 3: "Municipal Sales Tax Revenues" (Defined). For purposes of this Agreement, the term "Municipal Sales Tax Revenues" shall refer to the 1% portion of the tax imposed at the rate of 6.25% on retailers by the Illinois Retailers' Occupation Tax Act, 35 ILCS 120/1 et. seq. that is paid to the State (i.e. the 6.25%) which is then due to and received by the Village from the State of Illinois (the "State"). The parties acknowledge and agree that at the time of this Agreement, the Illinois Retailers' Occupation Tax Act is imposed at the total rate of 6.25% of the applicable sales price on any transaction (the "base rate") plus an additional 0.75% tax imposed for the benefit of and due to the Regional Transportation Authority, for a total tax on sales equal to 7.00%. The 1% portion due to the Village would be equal to 4/25ths of the 6.25% base rate for Retailers' Occupation Tax resulting from any taxable transaction.

If at any time during the term of this Agreement, the portion of said tax allotted to the Village exceeds 1%, then for purposes of this Agreement, "Municipal Sales Tax Revenues" shall not include any amounts that exceed said 1% portion of such tax. It is the parties' intent that the "Municipal Sales Tax Revenues" shall never exceed the amount that is actually paid to the Village from the State based on the statutes currently in effect as of August 18, 2011.

If at any time the Village is allotted or receives less than a 1% portion of the base rate of tax imposed on retailers by the Retailers' Occupation Tax Act, 35 ILCS 120/1 *et seq.*, then "Municipal Sales Tax Revenues" shall be defined as such lesser amount due to and received by the Village from the State.

If at any time the Village elects to impose any additional amount as a local sales tax, pursuant to the provisions of the Illinois Municipal Code, 65 ILCS 5/8-11-1.3, said local sales tax shall be excluded from the terms and provisions Municipal Sales Tax Revenues for purposes of this Agreement.

SECTION 4: Agreement to Share a Portion of Sales Tax Revenues. For sales occurring after Commencing on the date that retail facility to be constructed sales first occur on the Subject Property opens for business (the "Commencement Date") and continuing throughout the term hereof, the Village shall pay to Developer Project Developers a total amount equal to Four million five hundred thousand (\$4,500,000) Dollars. ("Reimbursement Cap"). Said amount shall be paid from the Municipal Sales Tax Revenues received by the Village, as defined in Section 3 above, as a result of from the operations of the retail facility facilities at the Subject Property. The Village shall pay no less than fifty (50%) of the total Municipal Sales Tax Revenues resulting from such operations and when so received, in annual payments commencing in 2018 the calendar year in which the Commencement Date occurs and continuing thereafter until the Reimbursement Cap is paid in full. The annual payments shall be due upon receipt of funds from the State of Illinois for the last month of the Village's fiscal year (April of each calendar year).

SECTION 5: Calculation of Amounts Due and Owing. On or before September 30 of each calendar year the Village and each Developer (or its affiliates, successors and assigns) shall jointly ascertain from the Illinois Department of Revenue ("IDOR") the total amount of

RMC - Hampshire Industrial Park - Economic Incentive Agreement

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Municipal Sales Retailer's Occupation Tax Revenues distributed to the Village received by IDOR resulting from operations on the Subject Property for the prior Village fiscal year. To that end, each Developer shall provide or shall cause to be provided to the Village a Letter of Authorization addressed to and in a form satisfactory to IDOR, authorizing IDOR to release gross revenue and sales tax information to the Village on aat least a quarterly basis throughout the term of this Agreement. Such letter may be in the form attached hereto as Exhibit "B." Each Developer shall also provide or cause to be provided such other or additional documentation to IDOR as may be reasonably required from time to time by IDOR in order to release such information to the Village.

The Village shall make the annual payment of the portion of the Municipal Sales Tax Revenues due Developerto Project Developers within forty-five (45) days after the Village receives payment from IDOR of its share of the tax imposed on municipal retailers by the Retailers' Occupation Tax Act, 35 ILCS 120/1 et seq. arising from the retail facility facilities located in the Subject Property for all twelve (12) months of the prior Village fiscal year. The Village fiscal year runs from May 1 of one year to April 30 of the following year.

The escrow arrangement contemplated by this Section 5 may be terminated at any time upon the receipt by the Escrow Agent of written notice, executed by each Developer, directing distribution of the Incentive Escrow Account (or the remainder thereof, as the case may be). Notwithstanding the foregoing, the parties acknowledge and agree that the Incentive Escrow Account may, from time to time, have a zero balance; however, the escrow arrangement established pursuant to this Section 5 shall not terminate until Project Developers have received the Reimbursement Cap or the Project Developers and Escrow Agent otherwise mutually agree in writing to terminate the escrow arrangement. If the Project Developers and Escrow Agent mutually agree to terminate the escrow agreement, as a part of such termination, the Project Developers (or their applicable successors and assigns) shall direct the Village in writing where and what portion of the payments to be made hereunder shall be paid and shall hold the Village harmless from complying with such written payment directions.

The obligations of the Project Developers under this Section 5 shall expressly survive the termination or expiration of this Agreement.

The parties acknowledge and agree that in the past, it has been the practice of IDOR to make payment of local shares of Retailers' Occupation Taxes to municipalities on the following basis:

MONTH 1: Tax collected by local merchant;

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MONTH 2: Tax reported to IDOR by merchant; MONTH 3: IDOR handling and recording; and MONTH 4: IDOR payment to municipality.

The parties further acknowledge and agree that the State of Illinois of late has delayed making payments to municipalities on such basis, and has been tardy in doing so, and that any obligation of the Village under this Agreement is strictly limited to funds actually received from the State—of Illinois, based on the month that the tax was collected by the local merchant. Notwithstanding the foregoing, the Village shall use its best efforts to deliver such information as IDOR may request and take such other actions as may be necessary to ensure timely receipt of payment of amounts due to Project Developers hereunder.

By way of illustration, assume that the retail facility opens for business on December 1, 2011. Municipal Sales Tax Revenues generated from the facility and resulting from operations there from and after the Commencement Date shall be accounted for under this Agreement, and the Village shall make a payment to the Developer for all funds so accounted for the last fiscal year when funds have been received for April, 2012. Under normal circumstances, funds for April would be received by the Village in September, 2012. Payment to Developer would then be due no later than 45 days after the date in September, 2012, when the Village actually received the funds. If funds are received from IDOR by September 15, say, then payment from the Village to Developer would be due by October 30.

Notwithstanding anything to the contrary contained in this Agreement, <u>each Developer</u> agrees that, if <u>such Developer</u> does not deliver<u>or caused to be delivered</u> to the Village an appropriate Letter of Authorization and/or any other documentation required by IDOR as described above, the Village shall be excused from paying to <u>such Developer</u> any share of the Municipal Sales Tax Revenues received by the Village unless and until such documentation has been so delivered.

SECTION 6: Term. Notwithstanding anything to the contrary contained in this Agreement, in no event shall the obligation of the Village to pay any Municipal Sales Tax Revenues to DeveloperProject Developers continue for more than ten (10twenty (20) years from the dateCommencement Date the Village's obligation to share Municipal Sales Tax Revenue first commences under Section 4 above.

SECTION 7: Limited Obligation. The obligation of the Village to pay over to Developer Project Developers a portion of the Municipal Sales Tax Revenues realized from operations on the Subject Property as described herein shall be and is a limited obligation of the Village. The Village's obligation to make payment is limited solely and exclusively to the proceeds of Municipal Sales Tax Revenues actually received by the Village from the State of Illinois Department of Revenue, and resulting from operations on the Subject Property, and shall not be construed as a full-faith and credit or general obligation of the Village for any purpose.

<u>SECTION 8</u>: <u>Developer's Duty to Defend, Indemnify and Hold Harmless;</u> <u>Reimbursement of Village for Legal and Other Fees and Expenses.</u> Formatted: Indent: First line: 0"

- A. <u>Each Developer shall defend, indemnify</u> and hold the Village harmless from any claims, demands, liabilities, suits, or damages arising out of or resulting from this Agreement and/or the Village's payment of any Municipal Sales Tax Revenues to <u>such Developer</u>, its successors, or assigns, pursuant to this Agreement, except to the extent any such claims, demands, liabilities, suits, or damages are attributable to the negligence or willful misconduct of the Village and/or due to the Village's failure to comply with applicable law.
- B. In the event that any third party or parties shall institute any legal proceedings against a Developer and/or the Village, which relate to the terms of this Agreement, then, in that event, such Developer, on notice from Village, shall assume, fully and vigorously, the entire defense of such lawsuit and all expenses of whatever nature relating thereto; provided, however, such Developer shall not make any settlement or compromise of the lawsuit, or fail to pursue any available avenue of appeal of any adverse judgment in said suit, without the approval of the Village, which approval shall not be unreasonably withheld.

<u>SECTION 9</u>: <u>Defaults</u>. The occurrence of any one of the following shall constitute a default by <u>Developera party</u> under this Agreement:

- A. Failure to comply with any term, provision or condition of this Agreement within the times herein specified and upon the expiration of the cure period provided in Section 10 below.
- B. In the event any representation or warranty of <u>Developera party</u> contained herein is not true and correct in any material respect upon the expiration of the cure period provided in Section 10 below.

Curing Defaults. In the event of any default under or violation of this SECTION 10: Agreement, the party not in default or violation shall serve written notice upon the party or parties in default or violation, which notice shall be in writing and shall specify the particular violation or default. The parties hereto reserve the right to cure any violation of this Agreement or default by any of them hereunder within thirty (30) days from written notice of such default; provided, however, that if a default or violation alleged under Section 9(A) above is not reasonably susceptible to cure within such thirty (30) day period, the defaulting party or parties shall have a longer period of time as is reasonably necessary, so long as the defaulting party is acting with due diligence to attempt to cure such default or violation. If such default is so cured to the reasonable satisfaction of the parties hereto after said thirty (30) day period, or within a reasonable cure period as herein defined, all the terms and conditions of this Agreement shall remain in full force and effect as if no such violation occurred. Any obligation of the Village to make payments to a Developer otherwise due hereunder during any period of default period by such Developer shall be stayed. Village agrees that a default by one Developer hereunder shall not affect the rights of the other Developers hereunder and any remedies of the Village due to such default shall be applicable only to the actual Developer that has defaulted and not cured as set forth above.

SECTION 11: Notices. All notices and requests required pursuant to this Agreement shall be sent by certified mail, return receipt requested or nationally recognized overnight courier, as follows:

To	Darra	OmonDA IC.
10	17	operRMC:

RMC Holdings Hampshire LLC

ATTN: Dave Schmidt dschmidt@realtymetrix.com

ATTN: Linda Kost lkost@realtymetrix.com

With copy to:	Valerie Haugh
	Haugh & Associates
	525 Dee Lane, Suite 200
	Roselle, IL 60172
	v.haugh@haughlawgroup.com

To Love's Truck &: Love's Travel Stop Stops & Country Stores,

Inc. 10601 N. Pennsylvania Ave. Oklahoma City, OK 73120 Attn: VP of Real Estate

With copy to: Love's Travel Stops & Country Stores, Inc.

10601 N. Pennsylvania Ave. Oklahoma City, OK 73120 Attn: Legal Department

To Truck Country: Wausau Limited Partnership With copy to: Valerie Haugh,

To the Village: Village of Hampshire

234 South State Street P.O. Box 234

Hampshire, IL 60140 ATTN: Village Clerk

With copy to: Mr. Mark Schuster

Bazos, Freeman, Kramer, Schuster, Vanek &

Kolb, LLC

1250 Larkin Avenue #100

Elgin, IL 60123

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Love's Truck & Travel Stop

Truck Country - McCoy Group

or at such other address as any party may, from time to time, prescribe in a notice provided pursuant to the requirements of this Section.

SECTION 12: Miscellaneous Provisions:

- A. <u>Law Governing</u>. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.
- B. <u>Time</u>. Time is of the essence under this Agreement and all time limits set forth are mandatory and cannot be waived except by a lawfully authorized and executed written waiver by the party excusing such timely performance, except for delays caused by *force majeure*.
- C. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Village and Developer and their respective successors and assigns. For perty and their respective successors and assigns. Each Developer shall have the right to sell all of any portion of the Subject Property without affecting such Developer's rights to receive amounts due hereunder as long as the construction obligations for such Developer set forth in Section 2(B) and (C) hereof have been met. Further, Each Developer shall have the right to sell, transfer and/or assign any or all of its rights and obligations hereunder upon written notice to the Village.
- D. <u>Limitation of Liability</u>. No recourse under or upon any obligation, covenant or agreement of this Agreement, or for any claim based thereon or otherwise in respect thereof, shall be had against the Village, its officers, agents, employees, or attorneys, in any amount in excess of any specific sum agreed by the Village to be paid to <u>DeveloperProject Developers</u> hereunder, and no liability, right or claim at law or in equity shall attach to or shall be incurred by the Village, its officers, agents, employees, or attorneys, in excess of such amount; and all and any such rights or claims of <u>DeveloperProject Developers</u> against the Village, its officers, agents, employees or attorneys are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village.
- E. <u>No Waiver or Relinquishment of Right to Enforce Agreement.</u> Failure of any party of this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.
- F. <u>Village Approval or Direction</u>. Where Village approval or direction is required by this Agreement, such approval or direction means the approval or direction of the Corporate

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

- G. <u>Section Headings and Subheadings</u>. All section headings or other headings in this Agreement are for general aid of the reader and shall not limit the plain meaning or application of any of the provisions thereunder whether covered or relevant to such heading or not.
- H. <u>Authorization to Execute</u>. The officer of <u>each</u> Developer who has executed this Agreement warrants that he has been lawfully authorized by <u>such</u> Developer's <u>membergoverning documents</u> to execute this Agreement on behalf of <u>such</u> Developer. The Village hereby warrants that the Village President and Village Clerk have been lawfully authorized by the Board of Trustees of the Village to execute this Agreement—<u>and that this Agreement is in compliance with all applicable laws</u>. <u>Each</u> Developer and Village shall deliver, upon request to each other, copies of all articles of organization, operating agreements, articles of incorporation, by-laws, minutes and other evidence of the authority to so execute this Agreement on behalf of the respective parties.
- I. Merger; Amendment. This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between DeveloperProject Developers and the Village relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, expressed or implied, between them, other than those that are herein set forth. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced in writing and signed by them.
- J. Severability. If any provision of this Agreement is held invalid by a court of competent jurisdiction or in the event such a court shall determine that the Villageany party hereunder does not have the power to perform any such provision, such provision shall be deemed to be excised from this Agreement, and the invalidity thereof shall not affect any of the other provisions contained herein, and such judgment or decree shall relieve the Villageapplicable party from performance under such invalid provision of this Agreement, provided, however, if the judgment or decree relieves the Village of its monetary obligations under this Agreement, then DeveloperProject Developers will be relieved of its their monetary and reporting requirements hereunder. If the Village is relieved only partially of its monetary obligations hereunder, Developer shall remain bound by all applicable reporting requirements and an equal portion of its monetary obligations.
- K. <u>Force Majeure (Defined)</u>. For the purposes of this Agreement, a force majeure is defined as any event arising from causes beyond the <u>reasonable</u> control of <u>a Developer</u>, or of any entity controlled by <u>a Developer</u>, including but not limited to their contractors—and, subcontractors, <u>tenants and assigns</u>, which delays or prevents performance of any obligation under this Agreement despite <u>such Developer's commercially reasonable efforts to fulfill the obligation—including without limitation adverse weather conditions, delays in obtaining permits, strikes, unavailability of materials and acts of God. Force majeure does not include financial inability to complete the Workwork, an increase in the cost of performance, or the</u>

 \mid inability of <u>a_Developer</u> to obtain a tenant, purchaser or user for any portion of the Subject Property.

- L. <u>Expiration and Termination</u>. Upon payment in full of the amount set forth in Section 4 above, or upon the expiration of term set forth in Section 6 above, this Agreement shall terminate.
- M. <u>Recording of Agreement.</u> This Agreement or a Memorandum hereof may be recorded with the Office of the Recorder of Kane County, Illinois, at the expense of <u>DeveloperProject Developers</u>.
- N. <u>Execution of Agreement</u>. This Agreement shall be signed last by the Village and the President of the Village shall affix the date on which he signed this Agreement on Page 1 hereof, which date shall be the effective date of this Agreement. This Agreement may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date and year first above written.

	an Illinois Municipal Corporation
	By:
	ATTEST:
	Ву:
	Linda Vasquez Village Clerk
	RMC Holdings Hampshire LLC
	Ву:
	Its
Stores, Inc.	Roserock Holdings LLCLove's Travel Stops & Country
	Ву
	Its
	Wausau Limited Partnership
	Ву:
	Its

EXHIBIT "A" LEGAL DESCRIPTION OF SUBJECT PROPERTY

in the Village of Hampshire, Kane County, Illinois

EXHIBIT "B"

LETTER OF AUTHORIZATION TO ILLINOIS DEPARTMENT OF REVENUE

The undersigned is an authorized officer / agent / principal) of RMC Holdings Hampshire LLC.
of ("Taxpayer") which operates a business in the Village of Hampshire at
Metrix-Hampshire Industrial Park, Kane County, Illinois (the "Project"),
Roserock Holdings, LLC (Love's) and Wausau Limited Partnership (Fruck Country) or a new collective
entity to be formed an Illinois corporation ("Taxpayer") which business in the Village of Hampshire at
RMC-Hampshire Industrial Park, Kane County, Illinois (the "Development").
In order to further the development of and to provide an economic incentive for construction of
the facility, the Village has pledged to rebate to Taxpayer some or all of the sales tax revenues derived from
the facility, in accordance with law as provided in that certain Economic Incentive Agreement dated
by and between the VILLAGE OF HAMPSHIRE, Kane County, Illinois, RMC Holdings
Hampshire LLC, LOVE's TRAVEL STOPS & COUNTRY STORES, INC. and Wausau Limited
Partnership.
The undersigned Taxpayer hereby authorizes the Illinois Department of Revenue (""LIDOR") to
release to the Village information concerning the amount of Municipal Retailers' Occupation Tax
(commonly referred to as Sales Tax) generated at the facility and paid over by Taxpayer to IDOR, as
reported by Taxpayer in required monthly filings with IDOR.
This authorization shall continue until such time as Taxpayer notifies IDOR in writing to cancel
or terminate this authorization.
Taxpayer's Illinois Sales Tax Number:
TAXPAYER: RMC Holdings Hampshire
HC[
Ву:
Its:

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ondensed i	Dy

 $RMC-Hampshire\ Industrial\ Park-Economic\ Incentive\ Agreement-April\ 2018\ \{00187700.DOCX;2\}B-1$

Lets utilize the Exhibit B from the Purchase Contract with Love's to create a Memorandum of Understanding between RMC Holdings, Truck Country and Love's on their reimbursements and timing
Release sales figures to the Village of Hampshire with a Non Disclosure Agreement upon written pproval from Truck Country and Love's.

ECONOMIC INCENTIVE AGREEMENT WITH THE VILLAGE OF HAMPSHIRE FOR THE Metrix Hampshire Industrial Park

This Economic Incentive Agreement (the "Agreement") is dated this _____ day of _____, 2018, and is made by and between the VILLAGE OF HAMPSHIRE, Kane County, Illinois ("Village"), RMC HOLDINGS HAMPSHIRE LLC ("RMC"), LOVE'S TRAVEL STOPS & COUNTRY STORES, INC. ("Love's"), and WAUSAU LIMITED PARTNERSHIP ("Truck Country," and together with RMC and Love's each a "Developer" and collectively the "Project Developers").

RECITALS:

- A. Project Developers are the prospective owners or lessees, as applicable, of a portion of a 99-acre parcel of property located within the Village, west of Route 20, north of Interstate 90, commonly known as the Metrix -Hampshire Industrial Park as more particularly set forth in Exhibit "A" attached hereto ("Subject Property").
- C. Project Developers propose to develop the Subject Property for commercial and industrial business purposes consistent with the Village's Zoning Ordinance that is applicable to the Subject Property.
- D. Love's intends to initially construct a Love's Travel Stop on a portion of the Subject Property to be owned by Love's or its affiliates. Truck County intends to initially construct a Truck Country Truck Sales & Service Center on a portion of the Subject Property to be owned by Truck Country or its affiliates for the retail sale of trucks and services. RMC intends to acquire a portion of the Subject Property and construct certain infrastructure improvements as well as a build to suit industrial building for a tenant on a portion of the property and sell, lease, develop or perform any combination thereof on the property owned by RMC or its affiliates. As used, herein, the term "Project" shall mean all of the development to be performed on the Subject Property by the Project Developers, their successors and assigns.
- E. Each Developer represents and warrants that its development of the Subject Property as set forth above requires economic assistance from the Village and that, but for the economic assistance to be given by the Village, the Project would not be economically viable to such Developer.
- F. The parties have considered and negotiated an agreement to share in the rebate of a portion of the Retailers' Occupation Taxes that will be due to and received by the Village from operations on the Project.
- G. The Retailers' Occupation Tax that is currently imposed in the Village is the sum of (i) a base rate of 6.25% paid to the State of Illinois ("State"), plus (ii) an additional 0.75% due to the Regional Transportation Authority.
- H. The Illinois Municipal Code, 65 ILCS 5/8-11-20, authorizes the Village and Project Developers to enter into this Economic Incentive Agreement to share or rebate said

{00187700.DOCX;2}

taxes, and the Village has adopted, or contemporaneously with this Agreement will adopt, a Resolution pursuant to 65 ILCS 5/8-11 -20, making such findings as are necessary to support and authorize such Agreement under the law.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATION, AND PURSUANT TO THE STATUTORY AUTHORITY GRANTED IN THE ILLINOIS MUNICIPAL CODE, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO, AS FOLLOWS:

- <u>SECTION 1</u>: <u>Incorporation of Recitals</u>. The recitals set forth above are incorporated in this Agreement as if fully set out herein.
- <u>SECTION 2</u>: <u>Conditions Precedent / Project Developers</u>. As conditions precedent to the Village's obligations set forth herein, each Developer agrees as follows:
- A. On or before August ____1, 2018, subject to *force majeure*, to present to the Village evidence that one or more of the Developers have acquired the Subject Property or applicable portions thereof.
- B. On or before the following dates, subject to *force majeure*, to substantially complete the applicable Developer's portion of the Project. As used herein, "substantially complete" shall mean construction is complete and the Developer has obtained the applicable occupancy permit from the Village for such development.
 - 1. Truck Country's truck and sales & service center by June 30, 2020
 - 2. Love's travel stop by June 30 2020,
- C. On or before June 30, 2020, Project Developers shall have contributed and/or incurred no less than \$4,500,000 in construction and development costs for general infrastructure work to be done at the Project, including but not limited to roadways, bringing utilities to the lots in the Subject Property, street lighting, landscaping, lift station, mass grading, top soil removal and master detention and intersection improvements.

If the foregoing are not met and such failure is not cured as set forth in Section 10 hereof, then the Village shall have the right to declare in writing to the Project Developers that this Agreement is null and void with respect to the applicable Developer (or Developers) that did not fulfill the foregoing.

SECTION 3: "Municipal Sales Tax Revenues" (Defined). For purposes of this Agreement, the term "Municipal Sales Tax Revenues" shall refer to the 1% portion of the Illinois Retailers' Occupation Tax Act, 35 ILCS 120/1 et. seq. that is paid to the State (i.e. the 6.25%) which is then due to and received by the Village from the State. The parties acknowledge and agree that at the time of this Agreement, the Illinois Retailers' Occupation Tax Act is imposed at the total rate of 6.25% of the applicable sales price on any transaction (the "base rate") plus an additional 0.75% tax imposed for the benefit of and due to the Regional Transportation Authority, for a total tax on sales equal to 7.00%. The 1% portion due to the Village would be

equal to 4/25ths of the 6.25% base rate for Retailers' Occupation Tax resulting from any taxable transaction.

If at any time during the term of this Agreement, the portion of said tax allotted to the Village exceeds 1%, then for purposes of this Agreement, "Municipal Sales Tax Revenues" shall not include any amounts that exceed said 1% portion of such tax. It is the parties' intent that the "Municipal Sales Tax Revenues" shall never exceed the amount that is actually paid to the Village from the State based on the statutes currently in effect as of August 18, 2011.

If at any time the Village is allotted or receives less than a 1% portion of the base rate of tax imposed on retailers by the Retailers' Occupation Tax Act, 35 ILCS 120/1 *et seq.*, then "Municipal Sales Tax Revenues" shall be defined as such lesser amount due to and received by the Village from the State.

If at any time the Village elects to impose any additional amount as a local sales tax, pursuant to the provisions of the Illinois Municipal Code, 65 ILCS 5/8-11-1.3, said local sales tax shall be excluded from Municipal Sales Tax Revenues for purposes of this Agreement.

SECTION 4: Agreement to Share a Portion of Sales Tax Revenues. Commencing on the date that retail sales first occur on the Subject Property (the "Commencement Date") and continuing throughout the term hereof, the Village shall pay to Project Developers a total amount equal to Four million five hundred thousand (\$4,500,000) Dollars ("Reimbursement Cap"). Said amount shall be paid from the Municipal Sales Tax Revenues received by the Village, as defined in Section 3 above, from the operations of the retail facilities at the Subject Property. The Village shall pay no less than fifty (50%) of the total Municipal Sales Tax Revenues resulting from such operations when so received, in annual payments commencing in the calendar year in which the Commencement Date occurs and continuing thereafter until the Reimbursement Cap is paid in full. The annual payments shall be due upon receipt of funds from the State of Illinois for the last month of the Village's fiscal year (April of each calendar year).

SECTION 5: Calculation of Amounts Due and Owing. On or before September 30 of each calendar year the Village and each Developer (or its affiliates, successors and assigns) shall jointly ascertain from the Illinois Department of Revenue ("IDOR") the total amount of Retailer's Occupation Tax received by IDOR resulting from operations on the Subject Property for the prior Village fiscal year. To that end, each Developer shall provide or shall cause to be provided to the Village a Letter of Authorization addressed to and in a form satisfactory to IDOR, authorizing IDOR to release gross revenue and sales tax information to the Village on at least a quarterly basis throughout the term of this Agreement. Such letter may be in the form attached hereto as Exhibit "B." Each Developer shall also provide or cause to be provided such other or additional documentation to IDOR as may be reasonably required from time to time by IDOR in order to release such information to the Village.

The Village shall make the annual payment of the portion of the Municipal Sales Tax Revenues due to Project Developers within forty-five (45) days after the Village receives payment from IDOR of its share of the Retailers' Occupation Tax Act, 35 ILCS 120/1 et seq. arising from the retail facilities located in the Subject Property for all twelve (12) months of the

prior Village fiscal year. The Village fiscal year runs from May 1 of one year to April 30 of the following year.

Each Developer hereby directs the Village to deliver each payment of the applicable portion of the Municipal Sales Tax Revenues due hereunder to [_______] (the "Escrow Agent") to be held in escrow and distributed pursuant to an escrow agreement to be entered into by and between the Project Developers and the Escrow Agent. The Village understands and agrees that the Project Developers shall agree between themselves on the allocation and proration of the amounts to be paid under this Agreement and provided that the Village has made its deposits to the Escrow Agent, the Village shall be held harmless by the Project Developers regarding and/or relating to such allocation and proration agreements. If the Village refuses or fails to make such deposit to the Escrow Agent and instead pays the applicable payment directly to a Developer, such Developer shall promptly (but in no event later than one (1) business day following receipt thereof) deposit the full amount of the payment received by such Developer with the Escrow Agent to be held in escrow.

The escrow arrangement contemplated by this Section 5 may be terminated at any time upon the receipt by the Escrow Agent of written notice, executed by each Developer, directing distribution of the Incentive Escrow Account (or the remainder thereof, as the case may be). Notwithstanding the foregoing, the parties acknowledge and agree that the Incentive Escrow Account may, from time to time, have a zero balance; however, the escrow arrangement established pursuant to this Section 5 shall not terminate until Project Developers have received the Reimbursement Cap or the Project Developers and Escrow Agent otherwise mutually agree in writing to terminate the escrow arrangement. If the Project Developers and Escrow Agent mutually agree to terminate the escrow agreement, as a part of such termination, the Project Developers (or their applicable successors and assigns) shall direct the Village in writing where and what portion of the payments to be made hereunder shall be paid and shall hold the Village harmless from complying with such written payment directions.

The obligations of the Project Developers under this Section 5 shall expressly survive the termination or expiration of this Agreement.

The parties acknowledge and agree that in the past, it has been the practice of IDOR to make payment of local shares of Retailers' Occupation Taxes to municipalities on the following basis:

MONTH 1: Tax collected by local merchant; MONTH 2: Tax reported to IDOR by merchant; MONTH 3: IDOR handling and recording; and MONTH 4: IDOR payment to municipality.

The parties further acknowledge and agree that the State of late has delayed making payments to municipalities on such basis, and has been tardy in doing so, and that any obligation of the Village under this Agreement is strictly limited to funds actually received from the State, based on the month that the tax was collected by the local merchant. Notwithstanding the foregoing, the Village shall use its best efforts to deliver such information as IDOR may request and take such other actions as may be necessary to ensure timely receipt of payment of amounts due to Project Developers hereunder.

Notwithstanding anything to the contrary contained in this Agreement, each Developer agrees that, if such Developer does not deliver or caused to be delivered to the Village an

appropriate Letter of Authorization and/or any other documentation required by IDOR as described above, the Village shall be excused from paying to such Developer any share of the Municipal Sales Tax Revenues received by the Village unless and until such documentation has been so delivered.

<u>SECTION 6</u>: <u>Term.</u> Notwithstanding anything to the contrary contained in this Agreement, in no event shall the obligation of the Village to pay any Municipal Sales Tax Revenues to Project Developers continue for more than twenty (20) years from the Commencement Date the Village's.

SECTION 7: Limited Obligation. The obligation of the Village to pay over to Project Developers a portion of the Municipal Sales Tax Revenues realized from operations on the Subject Property as described herein shall be and is a limited obligation of the Village. The Village's obligation to make payment is limited solely and exclusively to the proceeds of Municipal Sales Tax Revenues actually received by the Village from the State of Illinois Department of Revenue, and resulting from operations on the Subject Property, and shall not be construed as a full-faith and credit or general obligation of the Village for any purpose.

SECTION 8: Developer's Duty to Defend, Indemnify and Hold Harmless; Reimbursement of Village for Legal and Other Fees and Expenses.

- A. Each Developer shall defend, indemnify and hold the Village harmless from any claims, demands, liabilities, suits, or damages arising out of or resulting from this Agreement and/or the Village's payment of any Municipal Sales Tax Revenues to such Developer, its successors, or assigns, pursuant to this Agreement, except to the extent any such claims, demands, liabilities, suits, or damages are attributable to the negligence or willful misconduct of the Village and/or due to the Village's failure to comply with applicable law.
- B. In the event that any third party or parties shall institute any legal proceedings against a Developer and/or the Village, which relate to the terms of this Agreement, then, in that event, such Developer, on notice from Village, shall assume, fully and vigorously, the entire defense of such lawsuit and all expenses of whatever nature relating thereto; provided, however, such Developer shall not make any settlement or compromise of the lawsuit, or fail to pursue any available avenue of appeal of any adverse judgment in said suit, without the approval of the Village, which approval shall not be unreasonably withheld.

<u>SECTION 9</u>: <u>Defaults</u>. The occurrence of any one of the following shall constitute a default by a party under this Agreement:

- A. Failure to comply with any term, provision or condition of this Agreement within the times herein specified and upon the expiration of the cure period provided in Section 10 below.
- B. In the event any representation or warranty of a party contained herein is not true and correct in any material respect upon the expiration of the cure period provided in Section 10 below.

SECTION 10: <u>Curing Defaults</u>. In the event of any default under or violation of this Agreement, the party not in default or violation shall serve written notice upon the party or parties in default or violation, which notice shall be in writing and shall specify the particular violation or default. The parties hereto reserve the right to cure any violation of this Agreement or default by any of them hereunder within thirty (30) days from written notice of such default; provided, however, that if a default or violation alleged under Section 9(A) above is not reasonably susceptible to cure within such thirty (30) day period, the defaulting party or parties shall have a longer period of time as is reasonably necessary, so long as the defaulting party is acting with due diligence to attempt to cure such default or violation. If such default is so cured to the reasonable satisfaction of the parties hereto after said thirty (30) day period, or within a reasonable cure period as herein defined, all the terms and conditions of this Agreement shall remain in full force and effect as if no such violation occurred. Any obligation of the Village to make payments to a Developer otherwise due hereunder during any period of default by such Developer shall be stayed. Village agrees that a default by one Developer hereunder shall not affect the rights of the other Developers hereunder and any remedies of the Village due to such default shall be applicable only to the actual Developer that has defaulted and not cured as set forth above.

SECTION 11: Notices. All notices and requests required pursuant to this Agreement shall be sent by certified mail, return receipt requested or nationally recognized overnight courier, as follows:

To RMC:

RMC Holdings Hampshire LLC

ATTN: Dave Schmidt

dschmidt@realtymetrix.com

ATTN: Linda Kost lkost@realtymetrix.com

With copy to:

Valerie Haugh Haugh & Associates 525 Dee Lane, Suite 200 Roselle, IL 60172

v.haugh@haughlawgroup.com

To Love's:

Love's Travel Stops & Country Stores, Inc.

10601 N. Pennsylvania Ave. Oklahoma City, OK 73120 Attn: VP of Real Estate

With copy to:

Love's Travel Stops & Country Stores, Inc.

10601 N. Pennsylvania Ave. Oklahoma City, OK 73120 Attn: Legal Department To Truck Country:

Wausau Limited Partnership

To the Village:

Village of Hampshire 234 South State Street

P.O. Box 234

Hampshire, IL 60140 ATTN: Village Clerk

With copy to:

Mr. Mark Schuster

Bazos, Freeman, Kramer, Schuster, Vanek &

Kolb, LLC

1250 Larkin Avenue #100

Elgin, IL 60123

or at such other address as any party may, from time to time, prescribe in a notice provided pursuant to the requirements of this Section.

SECTION 12: Miscellaneous Provisions:

- A. <u>Law Governing</u>. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.
- B. <u>Time</u>. Time is of the essence under this Agreement and all time limits set forth are mandatory and cannot be waived except by a lawfully authorized and executed written waiver by the party excusing such timely performance, except for delays caused by *force majeure*.
- C. <u>Binding Effect</u>. This Agreement shall inure to the benefit of and shall be binding upon the Village and Project Developers and their respective successors and assigns. Each Developer shall have the right to sell all of any portion of the Subject Property without affecting such Developer's rights to receive amounts due hereunder as long as the construction obligations for such Developer set forth in Section 2(B) and (C) hereof have been met. Further, Each Developer shall have the right to sell, transfer and/or assign any or all of its rights and obligations hereunder upon written notice to the Village.
- D. <u>Limitation of Liability</u>. No recourse under or upon any obligation, covenant or agreement of this Agreement, or for any claim based thereon or otherwise in respect thereof, shall be had against the Village, its officers, agents, employees, or attorneys, in any amount in excess of any specific sum agreed by the Village to be paid to Project Developers hereunder, and no liability, right or claim at law or in equity shall attach to or shall be incurred by the Village, its officers, agents, employees, or attorneys, in excess of such amount; and all and any such rights or claims of Project Developers against the Village, its officers, agents, employees or attorneys are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village.

- E. No Waiver or Relinquishment of Right to Enforce Agreement. Failure of any party of this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.
- F. <u>Village Approval or Direction</u>. Where Village approval or direction is required by this Agreement, such approval or direction means the approval or direction of the Corporate Authorities of the Village, unless otherwise expressly provided or required by law, and any such approval may be required to be given only after and if all requirements for granting such approval have been met, unless such requirements are inconsistent with this Agreement.
- G. <u>Section Headings and Subheadings</u>. All section headings or other headings in this Agreement are for general aid of the reader and shall not limit the plain meaning or application of any of the provisions thereunder whether covered or relevant to such heading or not.
- H. <u>Authorization to Execute</u>. The officer of each Developer who has executed this Agreement warrants that he has been lawfully authorized by such Developer's governing documents to execute this Agreement on behalf of such Developer. The Village hereby warrants that the Village President and Village Clerk have been lawfully authorized by the Board of Trustees of the Village to execute this Agreement and that this Agreement is in compliance with all applicable laws. Each Developer and Village shall deliver, upon request to each other, copies of all articles of organization, operating agreements, articles of incorporation, by-laws, minutes and other evidence of the authority to so execute this Agreement on behalf of the respective parties.
- I. Merger; Amendment. This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between Project Developers and the Village relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, expressed or implied, between them, other than those that are herein set forth. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced in writing and signed by them.
- J. <u>Severability</u>. If any provision of this Agreement is held invalid by a court of competent jurisdiction or in the event such a court shall determine that any party hereunder does not have the power to perform any such provision, such provision shall be deemed to be excised from this Agreement, and the invalidity thereof shall not affect any of the other provisions contained herein, and such judgment or decree shall relieve the applicable party from performance under such invalid provision of this Agreement; provided, however, if the judgment or decree relieves the Village of its monetary obligations under this Agreement, then Project Developers will be relieved of their monetary and reporting requirements hereunder.

- K. <u>Force Majeure</u>. For the purposes of this Agreement, *force majeure* is defined as any event arising from causes beyond the reasonable control of a Developer, or of any entity controlled by a Developer, including but not limited to their contractors, subcontractors, tenants and assigns, which delays or prevents performance of any obligation under this Agreement despite such Developer's commercially reasonable efforts to fulfill the obligation, including without limitation adverse weather conditions, delays in obtaining permits, strikes, unavailability of materials and acts of God. *Force majeure* does not include financial inability to complete the work, an increase in the cost of performance, or the inability of a Developer to obtain a tenant, purchaser or user for any portion of the Subject Property.
- L. <u>Expiration and Termination</u>. Upon payment in full of the amount set forth in Section 4 above, or upon the expiration of term set forth in Section 6 above, this Agreement shall terminate.
- M. <u>Recording of Agreement.</u> This Agreement or a Memorandum hereof may be recorded with the Office of the Recorder of Kane County, Illinois, at the expense of Project Developers.
- N. <u>Execution of Agreement</u>. This Agreement shall be signed last by the Village and the President of the Village shall affix the date on which he signed this Agreement on Page 1 hereof, which date shall be the effective date of this Agreement. This Agreement may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date and year first above written.

VILLAGE OF HAMPSHIRE,		
an Illinois Municipal Corporation		
By:		
ATTEST:		
By:		
Linda Vasquez Village Clerk		
RMC Holdings Hampshire LLC		
By: Its		
113		
Love's Travel Stops & Country Stores, Inc.		
Love's Travel Stops & Country Stores, Inc. By		
Love's Travel Stops & Country Stores, Inc. By Its		

EXHIBIT "A"

LEGAL DESCRIPTION OF SUBJECT PROPERTY

, in the Village of Hampshire,	Kane County, Illinoi	s.

EXHIBIT "B"

LETTER OF AUTHORIZATION TO ILLINOIS DEPARTMENT OF REVENUE

The undersigned is an authorized officer / agent / principal of
("Taxpayer") which operates a business in the Village of Hampshire at Metrix-
Hampshire Industrial Park, Kane County, Illinois (the "Project").
In order to further the development of and to provide an economic incentive for construction of
the facility, the Village has pledged to rebate some or all of the sales tax revenues derived from the facility,
in accordance with law as provided in that certain Economic Incentive Agreement dated
by and between the VILLAGE OF HAMPSHIRE, Kane County, Illinois, RMC Holdings Hampshire
LLC, LOVE's TRAVEL STOPS & COUNTRY STORES, INC. and Wausau Limited Partnership.
The undersigned Taxpayer hereby authorizes the Illinois Department of Revenue ("IDOR") to
release to the Village information concerning the amount of Municipal Retailers' Occupation Tax
(commonly referred to as Sales Tax) generated at the facility and paid over by Taxpayer to IDOR, as
reported by Taxpayer in required monthly filings with IDOR.
This authorization shall continue until such time as Taxpayer notifies IDOR in writing to cancel
or terminate this authorization.
Taxpayer's Illinois Sales Tax Number:
TAXPAYER: []
By:
Its:

AGENDA SUPPLEMENT

TO: President Magnussen and Village Board

FROM: Lori Lyons, Finance Director

FOR: May 17, 2018 Village Board Meeting

RE: Purchase Truck with Service Body and Lift Gate.

Background. The FY19 operating budget included the purchase a new pickup for the Street Division of Public Works. This vehicle will be used for all duties with the exception of snow plowing. The truck will be equipped with a lift gate, service body and tools at the ready for call out situations.

Analysis. The PW Street Division currently has vehicles in its fleet but is in need an additional vehicle due to the demise of the one ton, the repair requirements of the 2008 and the daily need of a truck in the SSAs for trailering the mowers at this season of the year.

Landmark Ford of Springfield, IL has the state bid for this truck cab and chassis with a purchase price of \$29,789 plus \$14,061 in options. The truck will be outfitted with the service body, tommy gate, liner and rack for \$23,750. The cost will be \$67,600 plus title, license and doc fees. This exceeds the budget purchase price by \$11,600. The Village budget included \$14,000 in down payment and \$11,000 in installments for this year. With the increase in cost, we can expect the expense to go up by approximately \$1,250.00.

Recommendation. Staff recommends approval of ordering a 2019 Ford F-550 with service body, and Lift Gate. The Village will formally approve the purchase and finance of this vehicle upon delivery.



State Contract # 4018300 F-550 CAB & CHASSIS 2019 Model

18,000# GVWR

Call Steve Decker (800) 798-9912 Email steve.decker@landmarkauto.com

STANDARD PACKAGE \$29,789.00. Included equipment 6.8L V-10 engine 6-speed auto transmission

240 AMP ALTERNATOR 750CCA BATTERY DUAL NOTE HORN ELECTRIC **40 GALLON FUEL TANK AFT** 19.5 INCH STEEL WHEELS 225/70RX19.5G BSW ALL SEASON **TIRES GLASS SOLAR TINTED** FRONT BUMPER BLACK PAINTED MANAULLY TELESCOPING/FOLDING **MIRRORS** INTERVAL INTERMITTENT WIPERS FRONT AIR CONDITIONING AM/FM STEREO DIGITAL CLOCK 2.3" PRODUCTIVITY SCREEN DISPLAY MANUAL WINDOWS & DOOR LOCKS 6 SPEED AUTOMATIC 60" cab to axle

FLOOR COVERING BLACK VINYL SEAT 40/20/40 VINYL **GRILL BLACK PAINTED** FRONT DOME LAMP W/MAP LIGHTS & 12V POWER POINT TOW HOOKS FRONT TRAILER WIRING 7 WIRE HARNESS **POWER STEERING** STEERING -TILT & TELESCOPIC COLUMN **UPFITTER SWITCHES (4)** ROOF CLEARANCE LIGHTS UNDER HOOD SERVICE LIGHT **GLOVE BOX** HEADLAMPS QUAD BEAM JEWEL EFFECT HALOGEN STABILIZER BARS FRONT&REAR

ORDER CUT OFF Date TBD

ADDITIONAL OPTIONS AND ORDER FORM

PLEASE ENTER THE FOLLOWING

	FORD FLEET NUMBER
Quantity	CONTACT NAME
	PHONE NUMBER
	PURCHASE ORDER NUMBER

STATE TAX EXEMPT NUMBER _____

				HOMBER	-
Check desired options F-	450 F-550	2_		Check desired options	
Engine Block Heater 41H	\$69.00	X	X	Payload upgrade package to 19000# F- 550 only/must add limited slip Axle	\$1155.00
6.7L power stroke turbo diesel	\$7807.00	X		Suspension package heavy service n/a with snow plow prep package	\$285.00
Cruise Control 60C	\$216.00			Transmission power take-off provision	280.00
Extended Cab option	\$2505.00		X	Power equipment group reg/super cab	915.00
Crew Cab Option	2764.00			Power equipment group crew cab	1125.00
4x4 option for regular cab	\$2549.00	X		Sync voice activated (blue tooth)	\$640.00
4x4 option for super cab/crew cab	\$3072.00			Remote start system	195.00
Skid plate package	100.00		X	Upfitter interface module	295.00
Limited Slip Axle required with payload upgrade package X4L	\$332.00	X	X	Dual extra heavy altenator requires diesel engine option	115.00
Heavy Duty Alternator required with snow plow prep package 67E	\$222.00			Suspension package extra heavy service	125.00
High Capacity Trailer Tow(reg 6.7 diesel) 535	1080.00			Spare Tire& wheel	350.00
Integrated Brake Controller	\$270.00	×		Rapid heat supplemental cab heater	250.00
84" cab to axle	\$159.00	×		Power sliding rear window/ONLY WITH POWER GROUP OPTION	405.00
Snow plow prep package	79.00		X	110v/400 watt outlet	75.00
Undercoat	\$389.00			Rear view camera and prep kit	415.00
Extra key no remote	\$45.00			XL value package/	
Cab steps regular cab	320.00	×		Includes crome front bumper/cruise control/am/fm single CD	720.00
Cab steps super cab/crew cab	370.00			Delivery for one unit	\$275.00
Electronic shift 4x4 N/A with 6.8 engine	\$185.00			Deliver multiple units	\$225.00

Fuel tank dual diesel 28.5/40 gallon	625.00			LT225/70Rx19.5 Traction Tires	\$190.00
Fuel tank 28.5 gallon mid-ship	125.00			Daytime running lights	45.00
Aft/axle frame extensions 169/145 Wheel base only 63c	\$115.00			EXTERIOR COLOR CHOICES	
Lic & title M-Plate	175.00	×	X	Oxford white	Z1
INTERIOR CHOICES				Race Red	PQ
Pewter vinyl interior standard		X		Ingot Silver	UX
Cloth 40/20/40 seat	100.00			Shadow Black	G1
Cloth Buckets/with mini console	515.00			Magnetic Gray	J7
Vinyl buckets/mini console reg cab only/	355.00			Blue Jeans	N1

Super-cab/Crew Cab cloth Buckets with mini console only option for bucket seats/vinyl n/a

PAYMENT REQUIRED AT TIME OF DELIVERY

Exterior Colors

IF WE HAVE MISSED AN OPTION THAT YOU NEED PLEASE CALL (800) 798-9912 EXT 253

CALL ABOUT MUNICIPAL FINANCING
e-mail steve.decker@landmarkauto.com



1385 Franklin Grove Rd Dixon, IL 61021 815-284-3819 * 815-284-8815 Fax 800-851-9664 www.bonnell.com * info@bonnell.com

Quote

Quote Number: 0123606 Quote Date: 3/1/2018

Bill To: 0002184

VILLAGE OF HAMPSHIRE

P O BOX 457

HAMPSHIRE, IL 60140-0457

Ship To: 01

VILLAGE OF HAMPSHIRE

234 S STATE ST

HAMPSHIRE, IL 60140

Phone:

Phone: (847) 683-2181 Fax: (847) 683-4915 dstarrett@hampshireil.org

Fax:

Confirm To: DAVID STARRETT

Comment:

Customer P.O. Ship VIA F.O.B. Terms Quote Expiration
Net 30 Days 3/31/2018

Ordered Unit Item Number Each Price Extended Price

1.00 EACH TRUCK EQUIPMENT

Each Price Extended Price

24.300.00

24,300.00

APPLICATION: 2019 F-550 DRW 84" CA

INSTALL THE FOLLOWING:

1- KNAPHEIDE 6132D54 SERVICE BODY

BODY SPECIFICATIONS:

- LENGTH: 133 1/4"
- WIDTH: 94"
- HEIGHT: 40"
- CARGO AREA WIDTH: 54"
- COMPARTMENT DEPTH: 20"

BODY INCLUDES:

- TWO (2) ADJUSTABLE DIVIDER SHELVES & DIVIDERS, STREET & CURB SIDE1ST & 2ND VERTICAL COMP.
- ONE (1) ADJUSTABLE DIVIDER SHELF & DIVIDERS, STREET AND CURB SIDE FULL HEIGHT REAR VERTICAL COMPARTMENT
- ONE (1) ADJUSTABLE DIVIDER SHELF & DIVIDERS, CURB SIDE HORIZONTAL COMPARTMENT
- RIVETLESS ROTARY LATCHES & DOUBLE SPRING OVER CENTER DOOR RETAINERS ON ALL VERTICAL DOORS, ONE (1) 12" SLAM TAILGATE
- LIGHT MOUNTING HOLES FOR KNAPHEIDE PROPRIETARY LIGHT
- CHASSIS SPECIFIC MOUNTING KIT
- CURB SIDE ONLY FLIP TOP COMPARTMENT
- MODULAR CAB GUARD. WILL COME FROM KNAPHEIDE PAINTED WHITE
- SURFACE MOUNT LED S/T/T WITH INTEGRATED FLASHERS
- FRONT FLASHER KIT
- WIDE BODY LED LIGHT KIT
- 1- NAP-26102533 CLASS V RECEIVER HITCH WITH 7 POLE RV STYLE PLUG
- 1- CUSTOM BONNELL MANUFACTURED MATERIAL RACK TO SIT ON THE DRIVERS SIDE COMPARTMENT TOP AND EXTEND OVER THE CAB (SEE PICTURES). RACK WILL BE PAINTED WHITE AT BONNELL INDUSTRIES
- 1- 1- PV2000FC POWER INVERTER, TRIPP LITE 2000 CONT.,4000 SURGE 2-RECPT. INVERTER WILL BE POWERED BY ADDITIONAL ISOLATED BATTERIES. INVERTER WILL BE INSTALLED IN FRONT CURBSIDE COMPARTMENT. BATTERIES WILL BE MOUNTED ON BATTERY TRAY MOUNTED NEXT TO INVERTER
- 1- 2000 RADIORAY W/PROGRAMABLE WIRELESS REMOTE, WHITE, LIGHT WILL BE



1385 Franklin Grove Rd Dixon, IL 61021 815-284-3819 * 815-284-8815 Fax 800-851-9664 www.bonnell.com * info@bonnell.com

Quote Number: 0123606 Quote Date: 3/1/2018

Bill To: 0002184

VILLAGE OF HAMPSHIRE

P O BOX 457

HAMPSHIRE, IL 60140-0457

Ship To: 01

VILLAGE OF HAMPSHIRE

234 S STATE ST

HAMPSHIRE, IL 60140

Phone:

Phone: (847) 683-2181 Fax: (847) 683-4915 dstarrett@hampshireil.org

Fax:

Confirm To: DAVID STARRETT

Comment:

Customer P.O.

Ship VIA

F.O.B.

Terms

Quote Expiration

Net 30 Days

3/31/2018

Ordered

Unit Item Number

Each Price

Extended Price

MOUNTED ON GO LIGHT BRACKET ON THE CAB GUARD

1- ECCO-37038AS NARROWSTIK ARROW BOARD TO BE MOUNTED ON CAB GUARD REAR **FACING**

1- TOMMYGATE G2-54-1642 EA38

SPECIFICATIONS:

- CAPACITY: 1,600 LBS
- 2-PIECE EXTRUDED ALUMINUM PLATFORM
- LOAD AREA: 49" X 38"
- TAPER: 6"
- TRAVEL: 42"
- GATE WEIGHT: 399 LBS
- BOLT ON LED LIGHT KIT 3 LIGHT KIT. (2) RED (1) WHITE EACH SIDE
- 1- BUMPER WILL BE MODIFIED FOR TOMMYGATE LEAVING A STEP ON EACH SIDE OF GATE
- 1- RHINO LINE THE FOLLOWING:
- ENTIRE CARGO AREA
- COMPARTMENT TOPS
- INSIDE COMPARTMENTS TOP TO BOTTOM
- INSIDE HORIZONTAL DOORS
- BUMPER ENDS

EACH JOPTION YES WILL TAKE

(550.00)

FOR THE SAME BODY WITHOUT A FLIP TOP COMPARTMENT DEDUCT \$550 FROM TOTAL COST



1385 Franklin Grove Rd Dixon, IL 61021 815-284-3819 * 815-284-8815 Fax 800-851-9664 www.bonnell.com * info@bonnell.com

Quote

Quote Number: 0123606 Quote Date: 3/1/2018

Bill To: 0002184 VILLAGE OF HAMPSHIRE P O BOX 457 HAMPSHIRE, IL 60140-0457

Ship To: 01 VILLAGE OF HAMPSHIRE

234 S STATE ST HAMPSHIRE, IL 60140

10 000

Phone: Phone: (847) 683-2181 Fax: (847) 683-4915 dstarrett@hampshireil.org Fax: Confirm To: DAVID STARRETT Comment: Terms Quote Expiration Customer P.O. Ship VIA F.O.B. Net 30 Days 3/31/2018 Ordered Unit Item Number **Each Price Extended Price**

15% RF	ESTOCKING F	EE ON RETURNED I	TEMS
			OR ELECTRICAL ITEMS
	ITTED BY: "	V IL	
SUBM	ILIEDBA:	-04/4	
	0003	Kim Stoker	JAD
NOTE:	ALL TAXES	WILL BE EXTRA IF	APPLICABLE.
NOTE:	PRICES ARE	IN EFFECT FOR 30	DAYS ONLY. IF A PRICE
	INCREASE C	CCURS - IT WILL E	BE ADDED.
NOTE:	BIDS MAY F	REQUIRE A 20% DE	POSIT UPON PURCHASE
NOTE:	INSTALL DA	ATE IS BASED ON C	HASSIS ARRIVAL DATE.
ACCEP	TED BY:		
**BILL	TO:		
PO Nui	mber:	1	
DATE	ACCEPTED: _		
CHASS	IS ARRIVAL	DATE:	

		23,750
	Net Order:	24,300.00
	Less Discount:	0.00
	Freight:	0.00
_	Sales Tax:	0.00
	Quote Total:	24,300.00
		23,750.
VIN#		
MAKE:		
MODEL:		
W.B.	C.A.:	
TRANS MODEL:		
ENGINE:		
PAINT CODE:		
**CHANGES MAY (CAUSE DELAYS AND	FFFS

SUPPLEMENT TO THE AGENDA SUPPLEMENT

TO: President Magnussen and Village Board

FROM: Lori Lyons, Finance Director

FOR: May 17, 2018 Village Board Meeting

RE: Utility Trailer Purchase

Background. Staff received an email in the evening of May 15th saying the NITE Equipment 2018 PJ U7 utility trailer, Stock #24849, was sold yesterday.

Analysis. They have a 2019 model, a true apples to apples comparison to the trailer at Rondo. The newer model garners a higher price by \$88.00 but the price is still \$105 less than the price quoted by Rondo. The prices do not include the title and license plate (expected cost: \$103 additional).

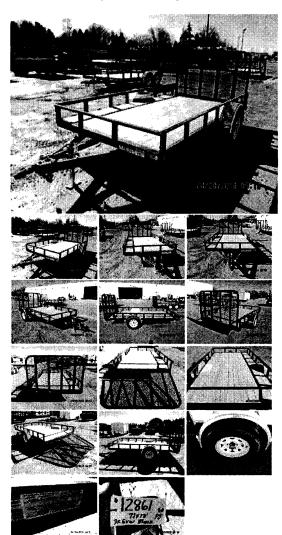
Rondo \$ 1,894 NITE \$ 1,789

Documentation on the two trailers follows this document.

Recommendation. Staff continues to recommend approval of the trailer purchase from NITE Equipment.



"We're always behind you."



<u>Trailers</u> / <u>Utility Trailers</u> / <u>Steel Single Axle Utility Trailers</u>

2019 PJ 77x12' U7 Single Axle Utility U721231DSBK

Price: **\$1,894**

Stock #: 12861

Condition: New

Model Year: 2019

Manufacturer: PJ

Model: U721231DSBK

Color: **Black** Width: **77**"

Length: **12'**

GVW: **2995 LBS**

Axle Capacity: 3500 LBS

Estimated Empty Weight: 1200 LBS

Approximate Hauling Capacity: 1795 LBS

Hitch Type: Bumper

Frame Construction Material: **Steel** Warranty: **Manufacturer's Warranty**

Description:

2' Dove, Gate, Dexter - New! Ready Rail feature, No brakes. Color: Black. Estimated empty weight 1200#. *Spare tire is NOT included. Sold separately.

All prices advertised do <u>not</u> include <u>sales tax and/or fees</u>.

Payment types accepted:

- Cash*
- Certified funds* (wire transfer or cashier's check)
- Checks* (no out of state checks)
- All major credit cards (Visa, Mastercard, Amex, Discover)
- Debit cards (you will need your 4-digit pin)
- Financing with Sheffield or Forest River credit card

815.239.9096 2388 N. CONGER RD. PECATONICA, IL 61063

SEARCH NITE TRUCK & TRAILER INVENTORY

Keyword Search

TRUCK BEDS & BODIES

TRAILERS

CONTACT US | GALLERY | VIDEOS OUR BRANDS | ABOUT US | LINKS

HOURS: MONDAY-FRIDAY: 8-5 SATURDAY: 8-1 SUNDAY: CLOSED

SEARCH NITE TRACTOR & AG INVENTORY

Keyword Search

FARM MACHINERY

ATTACHMENTS

\$1.789

TRUCKS CONSTR

2019 PJ U7 77"X12' SA CHANNEL UTILITY - #25106 FOR SALE IN PECATONICA, ILLINOIS

SNOW PLOWS & SPREADERS





CONTACT INFORMATION

FOR SALE PRICE: USD

NITE Equipment, Inc. Pecatonica, Illinois 61063 Phone:(815) 239-9096 Contact: Rick or Chris

DESCRIPTION

TRACTORS

77" x 12'; 2,995# GVWR; 1,300# Empty Weight; 1 - 3,500# Axle; 2' Dovetail; 4' Rear Fold-Up Gate, Bolt-On 12" High Ready-Rail Side and Front Rails, Bolt-On ATP Fenders, Stake Pockets, 2" Treated Pine Wood Deck; 4" Channel Main Frame; 24" OC Cross Members; 15" Radials; LED Lights; POWDER COATING; Black, Open Single

Model: U7 77"X12' SA CHANNEL UTILITY - #25106

SPECIFICATIONS

Quantity Year 2019 Model U7 77"X12' SA CHANNEL UTILITY - #25106

Length 12 ft Composition Steel Stock Number 25106 Manufacturer P.I Condition New Width 77 in Suspension Leaf Springs

ADDRESS: 2388 N. CONGER RD. PECATONICA, IL 61063

PHONE: 815.239.9096 EMAIL: SALES@NITEEQUIP.COM FOLLOW US:

HOURS: MONDAY-FRIDAY 8-5 SATURDAY: 8-1 SUNDAY: CLOSED



PULL AHEAD WITH NITE EQUIPMENT BEHIND YOU!

Site Hosted By TractorHouse come mpany (1916: All rights reserved, Reproduction of classical appearing of this liver-site straits promitted without written permission Fractormouse comins a registered trademark of Landhuis Publishing Company Copyright & Legal Notice Privacy Policy

TOP 🖎

AGENDA SUPPLEMENT

TO:

President Magnussen and Village Board

FROM:

Lori Lyons, Finance Director

FOR:

May 17, 2018 Village Board Meeting

RE:

SSA #15 - Lakewood Crossing Drainage Expenditure

Background. The Village established SSA #15 to provide for the maintenance of the stormwater drainage system within Lakewood Crossing Subdivision.

Analysis. Following a site review of the detention areas at Lakewood Crossing Subdivision earlier this month, it was determined that extensive work needs to be completed to assure proper stormwater drainage within the subdivision. Repair is necessary on the undermined overflow weir, cleanup and removal of all overgrown vegetation from multiple weirs is required and tree removal, cleaning and dredging of 23 flared end sections is also essential. Trees Unlimited provided the attached quotes totaling \$18,300.

Recommendation. Staff recommends approval of the attached expenditures for the work to be done in Lakewood Subdivision.



46W786 AllenRd. Hampshire, IL 60140 847-683-3802 Fax 847-683-7211

VILLAGE OF HAMPS	HIRE		683-2181	5/9/18				
P.O. BOX 457			LAKEWOOD POND	QUOTE e2642				
HAMPSHIRE	IL	60140	RIDGECREST & CARLISLE					
			OVERFLOW	847-980-9795 Dave				
Overflow repair due to massive erosion; Reconstruct overflow structure								
to original state for p	4,750.00							

Plant material price includes installation and pruning. No cabling is included in above price unless specified. Underground utility companies will be called and your property staked for utilities before work is started. 1 Year Guarantee on plant materials that are purchased from and installed by Trees Unlimited, Inc. only, one replacement per tree, provided the trees have been properly cared for, sufficiently watered, mulched to keep moisture in, and provided full payment is made within terms. This guarantee excludes fatalities from excessive winds, severe drought, over-watering, abnormal winter or other conditions over which we have no control. Trees Unlimited is not responsible for damage to underground utilities, lawn area, drives or walks.

fatalities from excessive winds, severe drought, over-watering, ab Trees Unlimited is not responsible for damage to underground utili	normal winter or of	her conditions	ms. Thi over w	s guarantee excludes hich we have no control.
Net Due		Total	\$	4,750.00
Invoices are due as above-outlined. Interest shall accrue at the rate of 11/2% per month on all balances proceedings are necessary, customer agrees to pay all costs of collection, including court costs and reast Contract.	that are not paid after thirty (3 onable attorney's fees. Facsin	(0) days from the date on the signatures shall be	f invoice. In sufficient for	the event collection purposes of executing this
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to practices. Any alteration or deviation from above specifications involving extra costs will be executed only upcand will become an extra charge over and above the estimate. All agreements contingent upon strikes, accided and our control. Owner to carry fire, tomado and other necessary insurance. Our workers are fully covered compensation insturance.	on written orders,	Authorized	by:	Marilee Pfaffinger
Acceptance of Agreement -				
The above-outlines prices, specifications and contract provisions are hereby agreed to and accepted. Trees Unlimited, Inc. is hereby authorized to do the work as specified, with payment to be made as herein provided.	Signature			
The second of th	Date accepted			



 $46 W786 \ Allen Rd. \ Hampshire, IL \ 60140 \ 847-683-3802 \ Fax \ 847-683-7211$

VILLAGE OF HAM	PSHIRE		683-218	31		5/9/18	
P.O. BOX 457			LAKEV	VOOD POND	S	QUOTE	e2641
HAMPSHIRE	IL	60140		LOW WEIRS		(
						847-980-9	9795 Dave
10 Overflow Wiers	for 100yr-f	loodplain:					
Pull-out trees by ro	oots (to inhil	oit re-growth), cle	an out all tree de	bris and			
other debris for pro	per drainag	e flow; Remove f	rom site;				
Total machines and	l labor:					5,500	0.00
Plant material price includes ins companies will be called and you purchased from and installed by for, sufficiently watered, mulche fatalities from excessive winds, Trees Unlimited is not responsil	y Trees Unlimed to keep mo	nited, Inc. only, one roisture in, and provide the over-watering a	replacement per tr led full payment is hoormal winter or	d. 1 Year Guara ee, provided the made within ter	antee on p trees hav	lant materials e been prope	that are erly cared
Net Due				Total	\$	5,500	0.00
Invoices are due as above-outlined. Interest sha proceedings are necessary, customer agrees to proceedings are necessary.	accrue at the rate of pay all costs of collect	11/2% per month on all balanci ion, including court costs and rea	es that are not paid after thirty asonable attorney's fees. Fac	(30) days from the date of the community (30) (30) (30) (30) (30) (30) (30) (30)	of invoice. In the sufficient for pur	event collection poses of executing t	his
All material is guaranteed to be as specified. All work practices. Any alteration or deviation from above spe and will become an extra charge over and above the behond our control. Owner to carry fire, tomado and compensation Insturance.	cifications involving e	xtra costs will be executed only u	pon written orders,	Authorized	by:	Marilee Pf	affinger
Acceptance of Agreement -							
The above-outlines prices, specification agreed to and accepted. Trees Unlimit work as specified, with payment to be n	ed. Inc. is hereb	v authorized to do the	Signature		,		

Date accepted



46W786 AllenRd. Hampshire, IL 60140 847-683-3802 Fax 847-683-7211

VILLAGE	OF	HAMP	SHIRE
---------	----	------	-------

683-2181

5/9/18

P.O. BOX 457

HAMPSHIRE

IL 60140

LAKEWOOD PONDS

QUOTE e2640

FLARED END SECTIONS

847-980-9795 Dave

23 Flared End Sections:

Remove grates from flared end sections, pull out trees by roots and clean out all tree debris and other debris for proper drainage; Remove from site; Total machines and labor:

8,050.00

Plant material price includes installation and pruning. No cabling is included in above price unless specified. Underground utility companies will be called and your property staked for utilities before work is started. 1 Year Guarantee on plant materials that are purchased from and installed by Trees Unlimited, Inc. only, one replacement per tree, provided the trees have been properly cared for, sufficiently watered, mulched to keep moisture in, and provided full payment is made within terms. This guarantee excludes fatalities from excessive winds, severe drought, over-watering, abnormal winter or other conditions over which we have no control. Trees Unlimited is not responsible for damage to underground utilities, lawn area, drives or walks.

Net Due

Total \$

8,050.00

Invoices are due as above-outlined. Interest shall accrue at the rate of 11/2% per month on all balances that are not paid after thirty (30) days from the date of invoice. In the event collection proceedings are necessary, customer agrees to pay all costs of collection, including court costs and reasonable attorney's fees. Facsimile signatures shall be sufficient for purposes of executing this contract.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays behand our control. Owner to carry fire, tomado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insturance.

Authorized by:

Marilee Pfaffinger

Acceptance of Agreement -

The above-outlines prices, specifications and contract provisions are hereby agreed to and accepted. Trees Unlimited, Inc. is hereby authorized to do the work as specified, with payment to be made as herein provided.

Signature _____

Date accepted

VILLAGE OF HAMPSHIRE

Accounts Payable

May 17, 2018

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

Total: \$117,873.24

To be paid on or before May 23, 2018

Village President:	
Attest:	
Village Clerk:	
Date:	

VILLAGE OF HAMPSHIRE DETAIL BOARD REPORT

PAGE: 1

TIME: 08:00:22

ID: AP441000.WOW

INVOICE # VENDOR #	INVOICE DATE	ITEM #		ACCOUNT #	P.O. # DUE DATE	ITEM AMT
AMABAN AMALGAMATED	BANK OF CH	ICAG	GO			
MAY 2018	05/01/18	01	ANNUAL ADMIN FEE SSA #13	550010064440	06/01/18 INVOICE TOTAL: VENDOR TOTAL:	3,000.00 3,000.00 3,000.00
B&F CONSTRUC	CTION CODE	SERV	ZICES			
49335	05/02/18	01	PLAN REVIEW	010010024390	06/02/18 INVOICE TOTAL:	635.00 635.00
49338	05/02/18	01	PLAN REVIEWS	010010024390	06/02/18 INVOICE TOTAL: VENDOR TOTAL:	1,778.87 1,778.87 2,413.87
B&KPO B & K POWER	EQUIPMENT					
154835	04/30/18	01	BLADE FOR NEW SAW	010030034680	05/30/18 INVOICE TOTAL: VENDOR TOTAL:	339.95 339.95 339.95
BLCR HEALTH CARE	SERVICES					
MAY 2018	05/01/18	02 03 04	ADM PD STREETS WATER SEWER	010010014031 010020014031 010030014031 300010014031 310010014031	05/30/18 INVOICE TOTAL:	2,040.87 12,083.52 4,264.16 1,894.94 3,047.36 23,330.85
					VENDOR TOTAL:	23,330.85
BP BPGAS						
53232446	05/07/18	01	APRIL'S FUEL	010020034660	05/29/18 INVOICE TOTAL: VENDOR TOTAL:	1,672.34 1,672.34 1,672.34

VILLAGE OF HAMPSHIRE DETAIL BOARD REPORT

TIME: 08:00:22

ID: AP441000.WOW

OF HAMPSHIRE

PAGE: 2

INVOICE # VENDOR #	INVOICE DATE		DESCRIPTION	ACCOUNT #	P.O. # DUE DATE	ITEM AMT
BUBR BUCK BROTHE	ERS, INC.					
166077	03/28/18	01	MOWERS	520010024999	04/28/18 INVOICE TOTAL: VENDOR TOTAL:	153.30 153.30 153.30
CAON CALL ONE						
MAY 2018	05/14/18	02 03 04 05	1126416 1126417 1126418 1126419 1126420 1126422	010010024230 300010024230 010030024230 310010024230 300010024230	06/01/18	273.82 86.57 86.57 299.45 86.57
		06	1120422	010020024230	INVOICE TOTAL: VENDOR TOTAL:	221.14 1,054.12 1,054.12
CLEN CLARKE						
001000615	.04/30/18	01	MOSQUITO MANAGEMENT SERVICE	010010024435	06/06/18 INVOICE TOTAL: VENDOR TOTAL:	6,736.00 6,736.00 6,736.00
COCRCO COON CREEK	COUNTRY DAY	Y'S				
MAY 2018	05/04/18	01	2018 CONTRIBUTION	070020024376	05/31/18 INVOICE TOTAL: VENDOR TOTAL:	20,000.00 20,000.00 20,000.00
COMED COM ED						
MAY 2018C	05/07/18	02 03 04	0710116073 3461028010 4997016005 9705026025 6987002019	010030024260 010030024260 300010024260 300010024260 300010024260	07/09/18	61.06 75.91 132.84 880.08 141.74

VILLAGE OF HAMPSHIRE DETAIL BOARD REPORT

TIME: 08:00:22

ID: AP441000.WOW

PAGE: 3

INVOICE # VENDOR #	INVOICE I DATE		ACCOUNT #	P.O. # DUE DATE	ITEM AMT
COMED COM ED					
MAY 2018C		06 2599100000 07 2676085011 08 0255144168 09 1532148012 10 1939142034 11 4755010063 12 5175128047 13 2244132001 14 1329062027 15 0524674020 16 0495111058	300010024260 300010024260 300010024260 300010024260 310010024260 310010024260 010030024260 010030024260 010030024260 010030024260 300010024260	07/09/18	2,275.16 2,801.37 639.34 125.79 208.89 670.32 1,135.77 1,880.92 10.47 17.03 143.56
		17 2289551008	300010024260	INVOICE TOTAL: VENDOR TOTAL:	118.49 11,318.74 11,318.74
CONEEN CONSTELLAT	ION NEW ENERG	Y			
0044726468	05/06/18	01 ENERGY CHARGES	300010024260	06/06/18 INVOICE TOTAL: VENDOR TOTAL:	88.83 88.83 88.83
DOCO DORNER COM	PANY				
142641-IN	04/23/18	01 CLA-VAL PM FOR TAMMS & TUSCAN	Y 300010024160	05/23/18 INVOICE TOTAL: VENDOR TOTAL:	1,182.00 1,182.00 1,182.00
ENCS ENTRE COMP	UTER SOLUTION	S			
00114481	05/08/18	01 MEMORY	010010054940	06/08/18 INVOICE TOTAL:	91.46 91.46
114088	04/26/18	01 HP BUS PRODESK MS OFFICE	010030034650	05/26/18 INVOICE TOTAL:	1,090.49

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8,492.00

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INVOICE VENDOR		INVOICE DATE		I DESCRIPTION	ACCOUNT #	P.O. # DUE DATE	ITEM AMT
ENCS	ENTRE COMPU	TER SOLUTIO	SNC				
114088	P	04/26/18	01 02	HP BUS PRODESK MS OFFICE HP BUS PRODESK MS OFFICE	310010034650 300010034650	05/26/18 INVOICE TOTAL: VENDOR TOTAL:	545.00 1,090.49
GALL	GALLS, LLC						
0097976	605	04/26/18	01	UNIFORMS	010020034690	05/26/18 INVOICE TOTAL: VENDOR TOTAL:	70.93 70.93 70.93
HAAUPA	HAMPSHIRE A	UTO PARTS					
486958		05/01/18	01	INVERTOR FOR TRUCK	310010034670	06/01/18 INVOICE TOTAL:	369.99 369.99
487336		05/04/18	01	SWEEPER MAKER LIGHT	010030034680	06/04/18 INVOICE TOTAL:	7.48
487854		05/09/18	01	STARTER FOR SWEEPER	010030034680	06/09/18 INVOICE TOTAL:	241.74 241.74
487879		05/09/18	01	TRAILER HITCH	310010034670	06/09/18 INVOICE TOTAL:	53.94 53.94
487880		05/09/18	01	TRAILER	310010034670	06/09/18 INVOICE TOTAL:	5.82 5.82
488071		05/11/18	01	HEAD LIGHT	010020024110	06/11/18 INVOICE TOTAL: VENDOR TOTAL:	8.13 8.13 687.10
HYAIIN	HYDRO AIRE	INC					
17121		04/30/18	01	PUMP #2 REHAB	310010024120	05/30/18 INVOICE TOTAL:	8,492.00 8,492.00

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INVOICE # VENDOR #	INVOICE ITE DATE #		ACCOUNT #	P.O. # DUE DATE	ITEM AMT
IPODBA IPO/DBA C	ARDUNAL OFFICE S	UPPLY			
601679-0	05/03/18 01	OFFICE SUPPLIES	010010034650	06/03/18 INVOICE TOTAL:	7.89 7.89
601700-0	05/03/18 01	PAPER SUPPLIES	010010034650	06/03/18 INVOICE TOTAL: VENDOR TOTAL:	54.21 54.21 62.10
KACOC KANE COUN	TY CHIEFS OF POL	ICE			
2018-14	04/30/18 01	KC MAJOR CRIMES TASK FORCE	010020024430	05/30/18 INVOICE TOTAL: VENDOR TOTAL:	500.00 500.00 500.00
KACOU KANE COUN	TY RECORDER				
4/30/18	04/30/18 01	RECORDING FEES	010010024340	05/30/18 INVOICE TOTAL: VENDOR TOTAL:	59.00 59.00 59.00
KCCC JEFFREY R	KEEGAN				<i>**</i>
MAY 2018	05/01/18 01	VH CLEANING 5-2 AND 5-16	010010024380	05/30/18 INVOICE TOTAL: VENDOR TOTAL:	100.00 100.00 100.00
LAAM LAUTERBAC	H & AMEN, LLP				
28015	04/23/18 01	ACCOUNTING ASSISTANCE	010010024380	05/23/18 INVOICE TOTAL: VENDOR TOTAL:	1,760.00 1,760.00 1,760.00
LEON LEADS ONL	INE				
244637	03/01/18 01	RENEWAL LEADSONLINE	090010064800	05/01/18 INVOICE TOTAL: VENDOR TOTAL:	2,128.00 2,128.00 2,128.00

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	INVOICE DATE			ACCOUNT #	P.O. # DUE DATE	ITEM AMT
MAFL MARATHON	FLEET					
54150943	04/30/18	02 03	SEWER FUEL STREETS FUEL	300010034660 310010034660 010030034660 010020034660	05/22/18 INVOICE TOTAL: VENDOR TOTAL:	154.73 252.93 1,118.38 1,692.89
MARSCH MARK SCHU	JSTER P.C.					-,
MAY 2018	05/02/18	01	421.001 ARROWHEAD BUSINESS	010000002076	06/02/18 INVOICE TOTAL:	75.00 75.00
MAY 2018A	05/02/18	02 03 04 05 06 07 08 09 10 11	100.171 BOARD OF POLICE COMM	010010024370 010010024370 010020024370 010010024370 010020024370 010060024370 010000002087 010000002072 010010024370 010000002102 010010024370		-805.95 201.15 1,080.00 210.00 1,875.00 140.25 432.00 670.00 1,080.00 490.00 2,475.00 450.00 165.00 8,462.45 8,537.45
MCHCC MCHENRY C	COUNTY COLLEGE	E				
3436	01/01/12	01	FLAG CERTIFICATION	010030024310	05/30/18 INVOICE TOTAL: VENDOR TOTAL:	625.00 625.00 625.00

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INVOICE # VENDOR #	INVOICE I DATE		ACCOUNT #	P.O. # DUE DATE	ITEM AMT
MECO MEDIACOM					
JUNE 2018	05/09/18	01 VH INTERNET	010010024230	06/06/18 INVOICE TOTAL: VENDOR TOTAL:	65.90 65.90 65.90
METL METLIFE					
MAY 2018		01 ADM 02 PD 03 STREETS 04 WATER 05 SEWER	010010014033 010020014033 010030014033 300010014033 310010014033	05/30/18 INVOICE TOTAL: VENDOR TOTAL:	80.48 863.77 531.77 167.23 167.23 1,810.48 1,810.48
NICOR NICOR					
MAY 2018		01 19-61-05-1000 0 02 87-56-68-1000 5 03 66-55-16-4647 5	310010024260 300010024260 310010024260	06/26/18 INVOICE TOTAL: VENDOR TOTAL:	28.10 1,156.07 97.36 1,281.53 1,281.53
NOEA NORTH EAS'	T MULTI-REGION	AL			
235565	04/27/18	01 FIELD TRAINING	010020024310	05/27/18 INVOICE TOTAL:	255.00 255.00
236202	05/08/18	01 FIELD TRAINING	010020024310	06/08/18 INVOICE TOTAL: VENDOR TOTAL:	225.00 225.00 480.00
PEBASO PETER BAKI	ER & SON CO.				
19659	05/06/18	01 STREET PATCH	010030024130	06/06/18 INVOICE TOTAL: VENDOR TOTAL:	96.96 96.96 96.96

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INVOICE # VENDOR #	INVOICE DATE			ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
PETPRO PETERSEN FUE	ELS INC.			 			
MAY 2018	04/30/18	02	STREETS SSA SEWER	010030034660 520010024999 310010034660	IN'	05/30/18 VOICE TOTAL: NDOR TOTAL:	1,309.91 26.87 107.33 1,444.11 1,444.11
PFPE PF PETTIBONE	E & CO						
174300	04/30/18	01	WARNING TICKETS	010020024340	IN	05/30/18 /OICE TOTAL: NDOR TOTAL:	408.65 408.65 408.65
PIBO RESERVE ACCO	DUNT						
MAY 2018A	05/11/18	02	REFILL REFILL REFILL REFILL	010010024320 290010024320 300010024320 310010024320	IN	05/11/18 VOICE TOTAL:	50.00 50.00 50.00 50.00 200.00 200.00
PMSI PREVENTATIVE	E MAINTENAN	CE					
207364	03/01/18	01	SAFETY TEST	010030024110	INV	04/01/18 /OICE TOTAL:	36.00 36.00
208361	05/08/18	01	SAFETY TEST	010030024110	INV	06/08/18 VOICE TOTAL: NDOR TOTAL:	108.00 108.00 144.00
QUCO QUILL CORPOR	RATION						
6630182	04/25/18	01	OFFICE SUPPLIES	010030034650	INV	05/25/18 OICE TOTAL:	17.50 17.50

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INVOICE # VENDOR #	INVOICE DATE			ACCOUNT #	P.O. # DUE DATE	ITEM AMT
Onco Onl	ILL CORPORATION					
6630182A	04/25/18	01	OFFICE SUPPLIES	300010034650	05/25/18 INVOICE TOTAL:	
6641060	04/25/18		OFFICE SUPPLIES OFFICE SUPPLIES	300010034650 010030034650	05/25/18 INVOICE TOTAL: VENDOR TOTAL:	59.50 119.91
RKQUSE RK	QUALITY SERVICES					
10015	05/10/18	01	CHANGE OIL AND FILTER	010020024110	06/10/18 INVOICE TOTAL:	85.03 85.03
10023	05/11/18	01	CHANGE OIL AND FILTERS	010020024110	06/11/18 INVOICE TOTAL: VENDOR TOTAL:	58.62
RODB ROG	GER & DONNA BURNIDGE	Ξ				
MAY 2018	05/01/18	01	JUNE'S RENT	010020024280	05/30/18 INVOICE TOTAL: VENDOR TOTAL:	4,446.54
ROPU ROY	AL PUBLISHING CO.					
7910812	05/01/18	01	2018 FALL&WINTER&SPRING PROGS	010010024340	06/01/18 INVOICE TOTAL: VENDOR TOTAL:	
STARK & SON TRENCHING, INC.						
53385	04/15/18	01	SEWER MAIN COLLAPSE	310010024160	05/15/18 INVOICE TOTAL:	
53428	04/30/18	01	148 PANAMA	300010024160	05/30/18 INVOICE TOTAL: VENDOR TOTAL:	420.00 420.00 2,577.40

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INVOICE VENDOR	E4 9%	INVOICE DATE		DESCRIPTION	ACCOUNT #	P.O. # DUE D	ATE ITEM AM	1 T
TEK	TEKLAB, INC.							
213922		05/07/18	01	MONTHLY NPDES TESTING	310010024380	06/06, INVOICE TOT VENDOR TOTA	TAL: 59	95.50
THMI	THIRD MILLEN	NIUM INC.						
22087		05/03/18	02	W/S/R BILLING W/S/R BILLING W/S/R BILLING	290010024340 300010024380 310010024380	06/03, INVOICE TOT VENDOR TOTA	298.1 298.1 TAL: 89	LO
TRUN	TREES UNLIMI	TED						
7662		04/19/18	01	TERWILLIGER AVE TREE REMOVAL	010030024160	05/19, INVOICE TOT VENDOR TOTA		00.00
UVDO	U V DOCTOR L	AMPS LLC						
11459		05/01/18	01	UV BULBS FOR WWTP DISINFECTION	310010034670	06/01/ INVOICE TOT VENDOR TOTA		0.00
VAIN	VAFCON INCOR	PORATED						
I181621	L	05/13/18	01	THICKNER MOTOR PROTECT RELAY	310010034670	06/13/ INVOICE TOT	/18 491.8 TAL: 49	
I181627	7	05/01/18	01	CELL SERVICE FOR WELL 13 MODEM	310010024230	06/01/ INVOICE TOT VENDOR TOTA	12	
VSP	VISION SERVI	CE PLAN (1	L)					

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TOTAL ALL INVOICES: 117,873.24

INVOICES DUE ON/BEFORE 10/31/2018

INVOICE # INVOICE ITEM VENDOR # DATE # DESCRIPTION ACCOUNT # P.O. # DUE DATE ITEM AMT VSP VISION SERVICE PLAN (IL) MAY 2018 04/17/18 01 ADM 010010014037 05/01/18 21.84 02 PD 010020014037 164.99 03 STREETS 010030014037 57.43 04 WATER 300010014037 17.69 05 SEWER 310010014037 17.69 INVOICE TOTAL: 279.64 VENDOR TOTAL: 279.64

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