

Village of Hampshire  
Village Board Meeting  
Thursday September 19, 2019 – 7:00 PM  
Hampshire Village Hall – 234 S. State Street

## AGENDA

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1. Call to Order
2. Establish Quorum (Physical and Electronic)
3. Pledge of Allegiance
4. Citizen Comments
5. Approval of Minutes September 5, 2019
6. Village President's Report
  - a) Impact Fee Request- Hampshire Fire Protection District in the amount of \$116,452.28
  - b) Resolution establishing a policy for contribution of transition fees for township purposes related to new residential development in the village.
  - c) IT Support Hours
  - d) Resolution approving an IGA with Ella Johnson Library for Indemnification in regards to transition fees
  - e) A resolution to approve a Letter of Understanding with the Illinois State Toll Highway Authority with regard to metering and usage of fire hydrants and building fire suppression equipment.
1. Village Board Committee Reports
  - a) Planning/Zoning
  - b) Public Safety
  - c) Fields & Trails
  - d) Village Services
  - e) Public Works
    1. 329 Highland Ave.
  - f) Business Development Commission
    1. Façade Award Agreement
    1. The BDC approval report
  - g) Finance
    1. Accounts Payable
  - h) Public Relations
8. New Business
9. Announcements
10. Executive Session under 2(c)(1) of the Open Meetings Act, for consideration of appointment, employment, compensation, discipline or dismissal of specific employees.
11. Any items to be reported and acted upon by the Village Board after returning to open session
12. New Business

### 13. Adjournment

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

**VILLAGE OF HAMPSHIRE  
REGULAR MEETING OF THE BOARD OF TRUSTEES  
MINUTES  
September 5, 2019**

The regular meeting of the Village Board of Hampshire was called to order by Village Clerk Linda Vasquez 7:05 PM in the Village of Hampshire Village Board Room, 234 S. State Street, on Thursday, September 5, 2019.

Village President Magnussen was absent; Trustee Kelly moved to appoint Trustee Mike Reid as temporary Village President to preside at this meeting.

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

Present: Aaron Kelly, Christine Klein, Toby Koth, Michael Reid.

Absent: Ryan Krajecki, Erik Robinson

Also Present: Village Clerk Linda Vasquez, Village Finance Director Lori Lyons, and Village Attorney Mark Schuster.

A quorum was established.

Temporary President Reid led recital of the Pledge of Allegiance.

**CITIZENS COMMENTS**

Bob Law; Secretary Old Mill Manor Association, mentioned that there are uneven and crumbling sidewalks in Old Mill Manor, on the west side of Warner Street. Trustee Koth noted that the Village may be able to grind down the sidewalk to even it out. On the east side of Warner, the trees need to be trimmed some are broken and hanging down.

Matt Clemens Wm. Ryan Homes, Construction Supervisor, reported that there is a settlement agreement underway for the Seeger residence; and that Wm. Ryan Homes will complete the work called for in the Agreement. The company had personnel who did not perform well in customer service and a backlog of problems resulted. Wm. Ryan is now addressing problems with the siding for Eric on Kathi Drive, and also the hardwood floors for the Rapps. Work on the Seegers residence will take time.

**MINUTES**

Trustee Klein moved to approve the minutes of August 22, 2019.

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

## VILLAGE PRESIDENT PRO TEMP REPORT:

Temporary President Reid read a Proclamation for Constitution Week September 17-23, and signed it.

Trustee Kelly moved to approve Notice on September 28, 2019 9:30 am to 1:00 pm: 1<sup>st</sup> Unified Walk-13<sup>th</sup> Annual Burlington/Hampshire CROP Walk & St. Charles Borromeo's St. Vincent Friends of the Poor Walk.

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

Trustee Klein moved to approve the Raffle License to Unified Walk: Crop Walk & St. Vincent Walk for the Poor.

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

Trustee Kelly moved to approve the Block Party on 9/21/19 at Julie Ln between Warner and Elm 4 p.m. - 9 p.m.

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

Trustee Kelly moved to approve Ordinance 19-23; amending the village building regulations as modified after discussion among the Board members to establish certain hours for construction activities in the village; the changes included restricting work on Sundays and Holidays for commercial properties, and amending the penalty to \$400 plus court costs.

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

Trustee Klein moved to approve Engineer's Payment Estimate No.4 and Final-Elm Street Elevated Water Storage Tank Rehabilitation final payment in the amount of \$20,557.26.

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

Absent: Krajecki, Robinson

Insurance Coverage Renewal Discussion: Finance Director Lyons reported that insurance coverage renewal goes by calendar year; and the Village has been with AJG. The Village Finance Director inquired of the Board whether the Village should go through the remarketing or bidding process this year or just inform IMLRMA and Corkill that no bids are asked for at this time. The Village should consider remarketing every three years unless faced with a large increase on the premium. The consensus of the board was to solicit prices from AJG without re-bidding at this time.

### **VILLAGE BOARD COMMITTEE REPORTS**

- a. **Public Relations**: Trustee Reid announced that the Census people are coming around knocking on doors and asking that everybody please participate so that everyone is counted.. We will be soon having a committee to help complete our count.
- b. **Planning/Zoning**: There will a Zoning Board of Appeals meeting September 24, 2019 at 7 p.m. re the Application of Hummer Trust / Montemayor for zoning amendment on property in Hampshire Woods Business Park.
- c. **Public Safety**- The sidewalk at Jake still is waiting to be backfilled. The Village should send the responsible party a letter and fine them, and the Village should fill it before an accident occurs there. Also, at Jake and Tuscany Court there may be a code violation. ComEd is working on the Village's claim for repair, where it went over the easement and damaged the walking path. t.
- d. **Fields & Trails**: Trustee Koth asked if the Village was scheduled to burn any dentention areas in Tuscany Woods this year, the cattails are going to eat up the ponds if something is not done soon.
- e. **Village Services**: Trustee Kelley reported that he has been talking to a representative of the telecommunications company who would like to put more companies on the cell tower in Lakewood. Trustee Kelley will follow up. How would it look; how would the rent be affected? He also asked about the original agreement for this tower. We did find out the Verizon tower is blocking our signal for the weather warning sirens to go off. Verizon will need to correct the problem, either by raising the antennas, or moving them.
- f. **Public Works**: Trustee Koth stated that in his opinion, the work on the creek rehabilitation should go out for bid, to get the lowest price.

Trustee Kelly move to approve the bid for Old Mill Manor Townhome Association to replace sidewalks at Adam & Elizabeth in the amount of \$1,400.00 from John's Paving in Woodstock, IL.

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

- g. **Business Development Commission**: No report

**h. Accounts Payable:**

Trustee Klein moved to approve the Accounts Payable for reimbursements in the sum of \$80.00 to employee James Reece, and Brain Haydysch to be paid on or before September 11, 2019.

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

Trustee Klein moved to approve the Accounts Payable in the sum of \$257,112.39 paid on or before September 11, 2019.

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

Trustee Klein reported a Finance Committee meeting will be held on Thursday September 12 at 5:30 to go over the handbook.

**NEW BUSINESS/ANNOUNCEMENTS**

Temporary Village President Reid announced he hopes Village President Magnussen gets well soon.

He also requested that Board members review the resumes received for the position of Village Administrator, and that there will be Committee of the Whole meeting on Thursday, September 12, 2019, after the Finance meeting.

**Adjournment**

Trustee Kelly moved, to adjourn the Village Board meeting at 8:29 p.m.

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

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Linda Vasquez Village Clerk



# Hampshire Fire Protection District

202 Washington Avenue • Hampshire • IL • 60140-245

(847) 683-2629 • (847) 683-1404 fax

Mayor Magnussen  
Village of Hampshire  
234 South State Street  
Hampshire IL 60140

September 12th, 2019

Village Board Members,

I am requesting Hampshire Fire Protection District Impact Fees in the amount of One hundred sixteen thousand four hundred and fifty-two dollars and twenty-eight cents. (\$116,452.28) for the following projects:

1. Self-Containing Breathing Apparatus (SCBA) Grant
2. Rapid Intervention Team (RIT) Packs
3. Pre-emption stop light devices
4. Assist with an ambulance purchase

I respectfully request your consideration in this matter. Thank you!

*Trevor Herrmann*

Trevor Herrmann  
Deputy Fire Chief  
Hampshire Fire Protection District

Smoke detectors save lives.

**No. 19 -**

**A RESOLUTION  
ESTABLISHING A POLICY FOR CONTRIBUTION OF  
TRANSITION FEES FOR TOWNSHIP PURPOSES RELATED  
TO NEW RESIDENTIAL DEVELOPMENT IN THE VILLAGE**

WHEREAS, there is as a matter of ordinary procedure in the State of Illinois a certain lag period in the receipt of real estate tax revenues by the Village and other affected public entities following the construction of new dwelling units in a residential development in a municipality, because of and following proper assessment of the value of such new improvements, which lag period may be up to twenty-four months next following the initial occupancy of any new dwelling unit, and which lag period puts a strain on the finances of the Village and the other affected public entities; and

WHEREAS, the Corporate Authorities have determined that applicants for approval of developments containing new residential dwelling units ought to pay a fee or fees to the Village to cover such lag period, and assist the Village and other affected public entities, including the affected school districts, park district and fire protection districts in meeting their respective obligations to provide governmental services to the occupants of new dwelling units in the Village; and

WHEREAS, Hampshire Township has requested that it be considered for imposition and collection of a transition fee to cover the same lag period during which it is subject to providing services to new residents of the Village; and

WHEREAS, the Corporate Authorities have considered the period of time between occupancy of dwelling units and the collection of real estate taxes from such occupants; the needs of the Township in providing governmental services to such occupants; and

WHEREAS, the Corporate Authorities deem it in the best interests for the general health, safety and welfare of the residents of the Village to assess a "transition fee" to applicants for development of new residential dwelling units in the Village for Township purposes.

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

Section 1. The Village of Hampshire shall and hereby does adopt as its policy for assessment and collection of transition fees, to cover the lag period between initial occupancy of a new residential dwelling unit in the Village and receipt of real estate tax revenues based on the full equalized assessed valuation of the occupied property, for the purpose of providing services to the occupants during said lag period, a transition



fee, to be paid by and collected from the applicants for approval of any development which shall include residential dwelling units therein, and to be specified in any Annexation Agreement or Development Agreement now under review or to be concluded hereafter, and to distributed to the affected township in the amount of \$115.00 per dwelling unit.

Section 2. The amount described in Section 1 above shall be modified by a percentage equal to the percentage increase or decrease in the Consumer Price Index for each calendar year from and after the effective date of this Resolution, commencing in 2020, and such modified amounts, shall be imposed on and collected from an applicant for approval of any residential development then pending and which as of the date such modification is confirmed by the Corporate Authorities had not yet obtained Final Plat approval from the Corporate Authorities in accordance with the procedures identified in Chapter 7: Subdivision Regulations of the Village Code.

Section 3. The transition fees described in this Resolution shall be due and payable at the time of issuance of a building permit.

Section 4. Distribution of such transition fees to the affected Township shall be and is conditioned upon execution and delivery to the Village from such Township an Indemnification Agreement containing such terms and provisions as shall be specified by the Village.

Section 5. Any motion, order, resolution, or ordinance in conflict with the terms and provisions of this Resolution shall be and is, to the extent of such conflict, hereby superseded.

Section 6. If any section, subdivision, sentence or phrase of this Resolution is for any reason held to be void, invalid, or unconstitutional, such decision shall not affect the validity of the remaining portion of this Resolution.

Section 7. This Resolution shall become effective upon its passage and approval according to law.

ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

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Jeffrey R. Magnussen  
Village President

ATTEST:

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Linda Vasquez  
Village Clerk

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## AGENDA SUPPLEMENT

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**TO:** President Magnussen and Village Board

**FROM:** Lori Lyons, Finance Director

**FOR:** September 19, 2019 Village Board Meeting

**RE:** IT Support Hours

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**Background.** The Village has utilized the services of Entré Computer Solutions for IT support for five years. During that time we have made great strides in being proactive in monitoring our servers at Village Hall and the Police Department, as well as, the workstations and laptops in all Village of Hampshire locales. The PD implemented a new server and Entre provides help desk, remote support sessions and on-site technical assistance.

**Analysis.** To date, the experience with Entré has been good. The Village has an assigned support specialist who has learned our systems and the special quirks accompany them. Entré is proving network support including monitoring of backups, supervision of software expirations (i.e. firewall and laptop anti-virus software), management of server software updates, managed anti-virus protection, proactive monitoring of the two servers and workstations..

**Recommendation.** Staff recommends that the Village Board approve the purchase of a bank of 100 general support hours at \$85.00 per hour (the same rate as our last purchase and \$5.00 to \$10.00 less that prior purchases). These hours will be used to pay for Entre NetMonitor, backups and technical support.

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## AGENDA SUPPLEMENT

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**TO:** President Magnussen and Village Board

**FROM:** Lori Lyons, Finance Director

**FOR:** September 19, 2019 Village Board Meeting

**RE:** Resolution approving an IGA with Ella Johnson Library for Indemnification in Regard to Transition Fees

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**Background.** The Village collects transition fees from developers of residential properties. It came to our attention that Ella Johnson Library District had not returned the Intergovernmental Agreement for indemnification with regard to those fees upon their signing of the agreement back in 2007. Therefore, the Village has not approved the agreement.

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

**Recommendation.** Staff recommends that the Village Board approve the attached resolution approving an intergovernmental agreement with Ella Johnson Library district for indemnification in regard to collection of transition fees collected for the benefit of the library district.

No. 19 - XX

**A RESOLUTION  
APPROVING AN INTERGOVERNMENTAL  
AGREEMENT WITH ELLA JOHNSON LIBRARY DISTRICT  
FOR INDEMNIFICATION IN REGARD TO COLLECTION OF TRANSITION FEES  
COLLECTED FOR THE BENEFIT OF SAID LIBRARY DISTRICT**

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

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

WHEREAS, Ella Johnson Library District is a governmental entity affected by certain development in the Village; and

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

WHEREAS, Ella Johnson Library District has executed and delivered such an agreement to the Village, and the Corporate Authorities deem it necessary and advisable to enter into such agreement.

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

Section 1. The Intergovernmental Agreement for Indemnification received from and executed and delivered to the Village by Ella Johnson Library District in regard to the receipt of transition fees imposed and collected by the Village for the benefit of the District, entitled, "Indemnification Agreement for Governmental Entities Receiving Disbursements of Transition Fees from the Village of Hampshire," attached hereto, shall be and hereby is approved.

Section 2. This Resolution shall take **full** force and effect upon its passage and approval as provided by law.

ADOPTED this 19<sup>th</sup> day of September, 2019, pursuant to roll call vote as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED this 19<sup>th</sup> day of September, 2019.

\_\_\_\_\_  
Jeffrey R. Magnussen  
Village President

ATTEST:

\_\_\_\_\_  
Linda Vasquez  
Village Clerk

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

THIS AGREEMENT made this 23<sup>RD</sup> day of April, 2007, by and between the Village of Hampshire, an Illinois Municipality, 234 South State Street, P.O. Box 457, Hampshire, Illinois ("Village"), and the Ella Johnson Library District, with its principal place of business at 109 South State Street, P.O. Box 429, Hampshire, Illinois 60140 ("Recipient").

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

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

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

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

1. Recipient acknowledges and agrees that the Village is not obligated to cause the payment of transition fees to the Village, for public schools, parks, fire protection, libraries, cemeteries, or any other purpose.
2. Village acknowledges and agrees that it currently has in force a certain Resolution or Resolutions, pursuant to which certain payments of transition fees are due from, have been received from, and will be received from, developers of land in the Village; Recipient acknowledges and agrees that the Village may, in its sole discretion, and from time to time,

amend its policies or its practices, to modify, or to discontinue any and all requirements for the payment of such transition fees, or to waive such requirements in any given situation.

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

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

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

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

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

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

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

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

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



the date of this Agreement.

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

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

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

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

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

-- Signature page next follows this page --

DATED this 23<sup>rd</sup> day of APRIL, 2007.

VILLAGE OF HAMPSHIRE

Jeffrey R. Magnussen  
Jeffrey R. Magnussen  
Village President

RECIPIENT: E. JOHANSEN MEM. PUB. LIB. DIST

[Signature]  
Name: ROBERT BECKER  
Title: PRESIDENT  
BOARD OF LIBRARY TRUSTEES

ATTEST:

[Signature]  
Linda Vasquez  
Village Clerk

ATTEST:

[Signature]  
Clerk/Secretary

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## AGENDA SUPPLEMENT

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**TO:** President Magnussen and Village Board

**FROM:** Lori Lyons, Finance Director

**FOR:** September 19, 2019 Village Board Meeting

**RE:** Resolution approving Letter of Understanding regarding the Metering and Usage of Fire Hydrant and Building Fire Suppression Equipment

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**Background.** The Village entered into an IGA in November of 2017 to provide water and sanitary sewer services to the Illinois State Tollway's M-6 facility near the truck stop area of the Village. The construction project which included a new maintenance building and truck wash also included fire protection facilities including fire hydrants and building fire suppression equipment.

**Analysis.** The Village required that all water delivered to this facility, outside of the Village, be metered and the principals agreed to this arrangement. The main building design was duplicated in many locations around the state and the Tollway did not engineer sufficient space in their utility room where the water entered the building to accommodate a meter and did not re-engineer this facility to accommodate the Village request despite their agreement to do so. After testing of flow through the bypass meter that accompanies all fire suppression systems failed to accurately measure the water flowing through the system, the Tollway agreed prepare a letter of understanding restating that hydrants and fire suppression equipment are authorized for use only in an emergency and that they will notify contractors that wish to utilize the hydrants or building fire suppression equipment must follow the regulations governing the use of the Village's water supply and distribution system per Village code.

Adopting this LOU by resolution is step one. Step two will be amending Chapter 8 of the Hampshire Municipal code to allow bulk water sales from Village Hydrants on premises outside of Village limits and require metering of that water.

**Recommendation.** Staff recommends that the Village Board approve the attached resolution approving Letter of Understanding with the Illinois State Toll Highway Authority with regard to metering and usage of fire hydrants and building fire suppression equipment at the M-6 facility.

**No. 19 - XX**

**A RESOLUTION  
APPROVING LETTER OF UNDERSTANDING  
WITH THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
REGARDING THE METERING AND USAGE OF FIRE HYDRANTS  
AND BUILDING FIRE SUPPRESSION EQUIPMENT**

WHEREAS, the Village has previously approved an Intergovernmental Agreement with the Illinois State Toll Highway Authority authorizing the Village to provide water and sanitary services at the Illinois Tollway's M-6 facility; and

WHEREAS, the water usage within the M-6 buildings including the truck wash is metered as governed by the provisions of Chapter 8 of the Hampshire Municipal Code; and

WHEREAS, fire hydrants and building fire suppression equipment are authorized for use as intended in an emergency; and

WHEREAS, the Village has requested the tollway enter into a Letter of Understanding with respect adhering to the regulations of Village Code with respect to the usage of the Village's water supply and distribution system, to the usage of fire hydrants or building fire suppression equipment by third parties and to inform third parties of their need obtain necessary permits and follow permit regulations if fire hydrants or building fire suppression equipment are accessed; and

WHEREAS, the Illinois State Toll Highway Authority has executed and delivered such a Letter of Understanding to the Village, and the Corporate Authorities deem it necessary and advisable to enter into such Letter of Understanding.

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

Section 1. The Letter of Understanding received from and executed and delivered to the Village by Illinois State Toll Highway Authority in regard to the metering and usage of fire hydrant and building fire suppression equipment at the M-6 Maintenance Facility, entitled, "Letter of Understanding – Illinois Tollway Maintenance Facility Fire Hydrant Usage," attached hereto, shall be and hereby is approved.

Section 2. The Village President is authorized to execute said Letter of Understanding on behalf of the Village and the Village Clerk shall return to the District a fully executed to the Illinois State Toll Highway Authority a fully executed copy for its records.

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

ADOPTED this 19<sup>th</sup> day of September, 2019, pursuant to roll call vote as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED this 19<sup>th</sup> day of September, 2019.

\_\_\_\_\_  
Jeffrey R. Magnussen  
Village President

ATTEST:

\_\_\_\_\_  
Linda Vasquez  
Village Clerk



September 4, 2019

Mr. Jeffrey R. Magnussen  
Village President  
Village of Hampshire  
234 S. State Street  
P.O. Box 457  
Hampshire, Illinois 60140-0457

Re: Letter of Understanding  
Illinois Tollway Maintenance Facility Fire Hydrant Usage

Dear Mr. Magnussen:

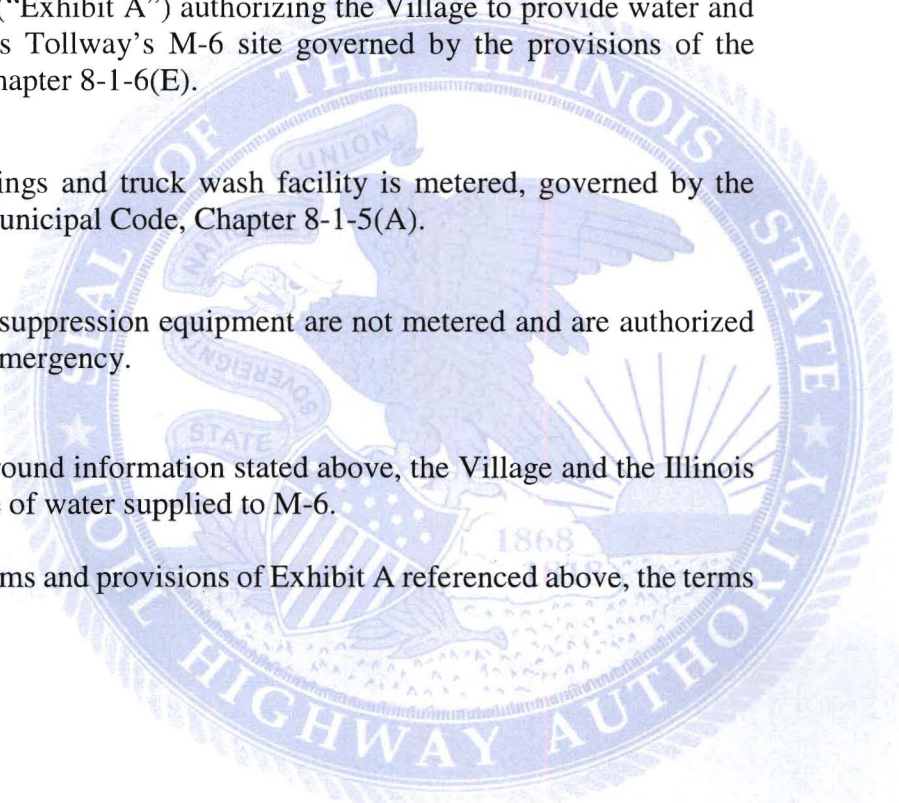
This Letter of Understanding (“LOU”), executed in duplicate, has been prepared to outline the general understanding between the Village of Hampshire (“Village”) and the Illinois State Toll Highway Authority (“Illinois Tollway”), with regard to metering and usage of fire hydrant and building fire suppression equipment at the Illinois Tollway Maintenance Facility (“M-6”) on I-90 at Milepost 41.4.

Background:

- On November 16, 2017, the Village and the Illinois Tollway fully executed an Intergovernmental Agreement (“Exhibit A”) authorizing the Village to provide water and sanitary services to the Illinois Tollway’s M-6 site governed by the provisions of the Hampshire Municipal Code, Chapter 8-1-6(E).
- Water usage at the M-6 buildings and truck wash facility is metered, governed by the provisions of the Hampshire Municipal Code, Chapter 8-1-5(A).
- Fire hydrant, and building fire suppression equipment are not metered and are authorized only for use as intended in an emergency.

Now, therefore, based upon the background information stated above, the Village and the Illinois Tollway confirm the guidelines for use of water supplied to M-6.

In the event this LOU conflicts with terms and provisions of Exhibit A referenced above, the terms of Exhibit A shall govern.



The Village will:

- Continue to maintain the Village water supply and distribution system consistent with the provisions of the Hampshire Municipal Code, 8-1-2(A), and 8-1-4(A)(2).

The Illinois Tollway will:

- Adhere to the regulations governing usage of the Village's water supply and distribution system as set forth in the Hampshire Municipal Code, Chapter 8, and as identified in Exhibit A.
- Inform any third-party contractors authorized by ISTHA to be present on the premises of the Hampshire Municipal Code, Chapter 8 regulations, and enforce stated restrictions as outlined.
- Notify the Village, obtain necessary permits, and follow permit regulations if fire hydrant or building fire suppression equipment is or will be accessed for use other than in an emergency by Illinois Tollway staff, or by third-party contractors authorized by ISTHA to be present on the premises.

Please confirm your concurrence with the above understanding by countersigning, dating and returning one original of this letter.

If you have any questions, please contact our Intergovernmental Agreements Manager, Jim McDonough at (331) 238-4906.

Sincerely,



Paul D. Kovacs, P.E.

Chief Engineering Officer

**CONCUR:** \_\_\_\_\_

Jeffrey R. Magnussen  
Village President

**DATE:** \_\_\_\_\_

cc: Ed Flores  
Rick Hanba  
Wayde Tabor  
Jim McDonough

PDK/jm



**INTERGOVERNMENTAL AGREEMENT  
BY AND BETWEEN THE VILLAGE OF HAMPSHIRE  
AND THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
FOR WATER SUPPLY AND SANITARY SEWER SERVICES**

THIS AGREEMENT, made this 16 day of November, 2017 by and between the Illinois State Toll Highway Authority, 2700 Ogden Avenue, Downers Grove, IL 60515 ("ISTHA"), and the Village of Hampshire, an Illinois Municipal Corporation, 234 South State Street, PO Box 457, Hampshire, Illinois 60140 (the "Village").

WHEREAS, ISTHA owns and operates a maintenance facility located at the on/off ramp from I-90 to U.S. Highway 20, referred to as M-6 Maintenance Facility, Jane Addams Memorial Tollway (I-90) / Milepost 41.4 (the "Subject Property"); and

WHEREAS, said facility is located outside of but adjacent to the corporate boundaries of the Village; and

WHEREAS, ISTHA is in the process of renovating and expanding said maintenance facility, including the addition of a truck wash facility at said location; and

WHEREAS, the Village owns and operates a combined waterworks and sewerage facility and is willing and able to supply potable water and to provide sanitary sewer conveyance and treatment services to the ISTHA facility; and

WHEREAS, operation of the Village's water and sanitary sewer services is governed by the provisions of the Hampshire Municipal Code, Chapter 8, which regulations allow the Village to extend water and/or sewer lines beyond the boundaries of the Village upon approval of a 2/3 majority vote of the Board of Trustees, §8-1-2(A)(2); and

WHEREAS, the Village Code provides that the Village may provide water service to customers located outside of the Village boundaries, subject to the terms and provisions of a written agreement by and between the parties, §8-1-6; and

WHEREAS, the Village Code provides that the Village may provide sanitary sewer service to customers located outside of the Village boundaries, subject to the terms and provisions of a written agreement by and between the parties, §8-1-7; and

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

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

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

WHEREAS, ISTHA and the Village desire to commit to writing their agreement for such services.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. The Village shall supply potable water supply, and shall provide sanitary sewer services, to the Subject Property after execution of this Agreement.

2. ISTHA shall connect to Village water mains and wastewater conveyance system in accordance with the plans and specifications prepared by K Plus Engineering on June 29, 2017.

3. In accordance with the Hampshire Municipal Code, Sec. 8-1-3(C)(1), and considering its plan to install three water meters, to wit: two 4" meters and one 6" meter, and its estimated water usage, ISTHA shall pay to the Village a water connection fee equal to \$36,290.00.

4. ISTHA shall after such connection and in accordance with the Hampshire Municipal Code, Sec. 8-1-6 pay for such water supply at the rate of 1.50 times the current rate charged from time to time to residents of the Village; the amount to be paid by ISTHA as of July 1, 2017 will be \$7.13 per thousand gallons of water supplied to the Subject Property.

5. The water meters described in Section 3 above, together with a meter transceiver unit ("MXU") for remote meter reading shall be acquired from the Village and installed by ISTHA at its expense.

6. The Village shall at its expense and in the ordinary course of its business maintain the Village water supply and distribution system consistent with the provisions of the Hampshire Municipal Code, §8-1-2(A) and §8-1-4(A)(2). Provided it is understood and agreed that for purposes of this section, the Village water supply and distribution system does not include any service line(s) installed on ISTHA property to serve any building thereon, and it shall be the responsibility of ISTHA to maintain such service line(s) at its expense, consistent with the provisions of the Hampshire Municipal Code, § 8-1-4(A)(2). In accordance with the Hampshire Municipal Code, Sec. 8-1-3(C)(2), and considering its estimated water usage on the Subject Property, ISTHA shall pay to the Village a sewer connection fee equal to \$72,580.00.

7. ISTHA shall after such connection and in accordance with the Hampshire Municipal Code, Sec. 8-1-7 pay for such wastewater conveyance and treatment services at the rate of 1.50 times the current rate charged from time to time to residents of the Village; the amount to be paid by ISTHA as of July 1, 2017 will be \$8.90 per thousand gallons of water supplied to the premises.

8. ISTHA shall after such connection and in accordance with the Hampshire Municipal Code, Sec. 8-1-9(c) in addition to the rate(s) charged for water usage and sanitary sewer conveyance and treatment pay the following customary charges to water and sewer customers of the Village, currently billed to such customers on a bi-monthly basis:

a) a charge for capital improvements and depreciation in the combined waterworks and sewerage system of the Village at the rate charged from time to time to residents of the Village; the amount as of July 1, 2017 will be \$10.00 per month.

b) a billing charge at the rate charged from time to time to residents of the Village; the amount as of July 1, 2017 will be \$1.00 per billing period.

9. Discharge by ISTHA into the Village's sanitary sewer conveyance and treatment system shall not exceed 115 gallons per minute ("gpm"); and the Village shall allocate such maximum amount of discharge to its wastewater conveyance and treatment system.

10. ISTHA shall at its expense install appropriate reduced pressure zone (RPZ) backflow prevention device or devices, as shown on the architect drawings for the building prepared by Epstein Architects, dated 1/20/2017 (Contract No RR-16-4285), and meeting the requirements of the Village Code, Chapter 8: Water and Sewer Regulations.

11. ISTHA shall be responsible from time to time to maintain, repair and/or replace all water lines and sewer lines extending from the point of connection to the Village main to the building(s) on the Subject Property.

12. ISTHA shall comply with the requirements of Chapter 8 of the Hampshire Municipal Code relating to sewer and water service, including but not limited to the requirements for industrial wastewater pre-treatment, Section 8-4-1 et seq., as applicable.

13. The Village will issue periodic billing statements to ISTHA for such services, and ISTHA will pay for such services as billed and in accordance with the Village's billing practices as described in the Hampshire Municipal Code, Chapter 8.

14. ISTHA shall reimburse the Village for professional fees incurred by the Village in regard to the provision of such water supply and sanitary sewer service. The Village shall send an invoice or invoices to ISTHA itemizing the services rendered; and ISTHA shall remit payment to the Village in accordance with the Illinois Governmental Prompt Payment Act.

15. Any notices to be given to the parties in regard to this Agreement shall be delivered as follows:

To the Village            Village of Hampshire  
                                  Attn: Village Clerk  
                                  234 S. State Street  
                                  P.O. Box 457  
                                  Hampshire, Illinois 60140-0457

Copy to:                    Mark Schuster  
                                  Bazos, Freeman, Schuster & Braithwaite, LLC  
                                  1250 Larkin Avenue #100  
                                  Elgin, Illinois 60123

To ISTHA:                 Illinois State Toll Highway Authority  
                                  2700 Ogden Avenue  
                                  Downers Grove, IL 60515  
                                  Attn: Chief Engineering Officer

16. The parties hereto shall comply with all federal, state and municipal laws, ordinances, rules and regulations relating to this Agreement.

17. This Agreement shall inure to the benefit of and shall be binding upon each of the parties and their respective successors and permitted assigns, and it is intended to be and is for the sole and exclusive benefit of the parties hereto and such successors and permitted assigns.

18. This Agreement, or any portion thereof, shall not be assigned by either party without the prior written consent of the other.

19. This Agreement constitutes the entire agreement between the parties, and all prior discussions and negotiations relating to the subject(s) of this Agreement are merged herein.

20. This Agreement may not be altered, modified or amended except by written instrument signed by all of the parties hereto.

21. The use of the singular form of any word herein shall also include the plural, and vice versa. The use of the neuter form of any word herein shall also include the masculine and

feminine forms, the masculine form shall include feminine and neuter, and the feminine form shall include masculine and neuter.

22. This Agreement shall be governed by the laws of the State of Illinois.

23. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever.

24. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part herein.

25. Nothing contained in this Agreement, nor any act of the Village or ISTHA shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the County and the Agency.

26. Each party warrants to the other that each of the person(s) executing this Agreement on its behalf has been duly authorized to execute and deliver this Agreement.

27. No officer, member, official, employee or agent of either of the Parties shall be individually or personally liable in connection with this Agreement.

28. This Agreement may be executed in counterparts, each of which shall be deemed an original.

EXECUTED AND DELIVERED the day and year first above written at Hampshire, Kane County, Illinois.

**VILLAGE OF HAMPSHIRE**

By: Jeff R. Magnussen  
Jeff Magnussen  
Village President

Attest:

By: Linda Vasquez  
Linda Vasquez  
Village Clerk




ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By:

 11/6/17  
\_\_\_\_\_  
Greg M. Bedalov  
Executive Director

Approved as to Form and Constitutionality

By:

 11-2-2017  
\_\_\_\_\_  
Robert T. Lane  
Senior Assistant Attorney General

09/28/17

6.5/5

RESOLUTION NO. 21376

**Background**

It is in the best interest of the Illinois State Toll Highway Authority (the "Tollway") to enter into an Intergovernmental Agreement with the Village of Hampshire (the "Village"). The Tollway is constructing a new maintenance facility along I-90 near Village corporate boundaries which requires water and sanitary connections to existing Village utilities.

**Resolution**

The Chief Engineering Officer and the Acting General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement between the Illinois State Tollway Highway Authority and the Village of Hampshire in substantially the form attached to this Resolution. The Chairman or the Executive Director is authorized to execute said agreement.

Approved by: 

Chairman

## VILLAGE OF HAMPSHIRE FACADE PROGRAM –

### Guidelines

#### 1. Purpose

The Village of Hampshire Facade Improvement Assistance Program is designed to promote the revitalization of Downtown and the surrounding business district in accordance with the goals and recommendations found in the Downtown Design Guidelines on file with the Village. The program will provide financial assistance for facade renovations to help property owners and lessees rehabilitate and restore the exterior of existing buildings.

#### Eligible Applicants

Applicants shall be either the owner or lessee of an eligible building within the target area identified in Section III. A lessee's eligibility is subject to written consent of the building owner for all proposed improvements.

#### 2. Eligible Buildings

The Facade Improvement Assistance Program is intended to provide financial assistance to promote the continued use of existing buildings within the downtown business district and includes all businesses

- along State Street, including the intersection of State Street and Oak Knoll, and
- along Washington Street from Elm Street to State Street;
- along Jefferson Street from Elm Street to Park Street and
- along Rinn Avenue from State Street to Park Street.

Eligible buildings must meet the following criteria:

- The proposed improvements must be to an existing building within the identified district.
- The building shall not be used exclusively for residential purposes.

#### 3. Eligible Improvements

The Facade Program is intended to encourage exterior improvements that preserve and enhance the character of the Village and help create a pedestrian friendly atmosphere. Projects within or adjacent to the downtown shall comply with the design guidelines on file with the Village. Eligible improvements shall include:

Design professional fees  
Brick cleaning  
Tuck Pointing  
Painting, except for the painting of previously unpainted brick or stone  
Wall Facade repair and improvement  
Original architectural features repair and replacement  
Exterior doors  
Windows and window frames  
Shutters  
Awnings  
Exterior lighting  
Streetscape elements  
Landscaping  
Stairs, porches and railings  
Roofs when visible from a public right of way  
Exterior improvements for ADA compliance



Other improvements that are visible from a public right of way and have a positive impact on the appearance of the building, such as dumpster enclosures

#### 4. Ineligible Projects

The Facade Program will not provide funds for working capital, debt refinancing, equipment/inventory acquisition, application fees, permit fees, legal fees, plumbing repair/improvements, HVAC repair/improvements, parking lot resurfacing, signage or interior remodeling. The program will not pay for the painting of previously unpainted brick or stone, sandblasting brick or stone, or any other abrasive cleaning method that may damage or destroy an original architectural feature.

#### 5. Project Terms

The terms of the Facade Improvement Assistance Program are summarized as follows:

- a. The total project costs may in the discretion of the Village be reimbursed up to 75% of verified eligible expense
- b. Applications will be accepted until all Village-approved grant funds have been expended within the current Village fiscal year.
- c. The project must meet all applicable building code and zoning ordinance requirements.
- d. Each eligible improvement will be funded only once.
- e. The property owner and/or lessee will be responsible for maintaining the Facade improvements without alterations for a period of not less than 5 years after completion, unless otherwise approved by the Village Board.
- f. Qualifying projects that began in calendar year 2018 and have met the approval of the Board of Trustees will be eligible for reimbursement. Thereafter, each funding cycle will begin on the first day of the fiscal year (May 1) and end on the last day of the Village's fiscal year (April 30).
- g. Qualified applicants may serve as their own contractor, but in such case, only material costs will be covered by the grant.
- h. Improvements must be completed within 6 months from the date of the grant approval. A six-month extension may be allowed in the discretion of the Village upon request for such extension of time, and provided that there is a demonstrated hardship.
- i. Upon completion of the work, the owner must submit to the Village Clerk copies of all architect's invoices, contractor's statements, invoices, proof of payment, and notarized final lien waivers, as evidence that the owner or lessee has paid the architect and contractors. Payment of the approved grant amount will be authorized only upon completion of all work items as originally approved and receipt of all required documents.
- j. Failure to abide by the terms and conditions of the Facade Improvement Assistance Program will result in forfeiture of program funding.
- k. Grant funding is subject to Federal and State taxes and is reported to the IRS on form 1099. Property owners and lessees should consult their tax advisor for tax liability information.

#### 6. Application Review Process

An applicant must first meet with the Downtown Beautification Committee prior to completing the application i) to determine if the property/building and the proposed improvements are eligible for the program and ii) to review the application requirements.

Applications will be accepted on a first-come first-served basis. Only completed applications that include all required submittal documents will be accepted for consideration by the Village Board. Once received, the Downtown Beautification Committee will review the application for accuracy and completeness, and then the application will be forwarded to the Village Board for consideration on the next available meeting agenda. If the application receives approval from the Village Board of Trustees, the applicant must enter into a written Façade Improvement Agreement with the Village as a condition of the grant and prior to commencing work on the project.

An application for the Facade Program must include the following documents:

- a. Completed and signed Facade Improvement Assistance Program Application
- b. Current photographs of the property to be improved- all elevations visible from the public right of way.
- c. Historical photograph of the property to be improved-if possible.
- d. Drawings of the proposed improvements. (Drawings do not have to be professional but must be to scale so that the Village can understand the proposed project.)
- e. Color and material samples, if relevant.
- f. Written description of the scope of the proposed project,
- g. Preliminary estimate of cost for all proposed improvements.

#### 7. Selection Criteria

Every project will be evaluated by the Village Board for the value of aesthetic improvement to the Village of Hampshire and scope of the proposed work, together with the following additional criteria:

- Condition of the building and need for renovation
- Extent to which the improvements conform to the Downtown Design Guidelines
- Extent to which the proposed improvements restore, maintain, or enhance the character of the building and surrounding area

#### 8. Completion of Work

All improvements must be completed within six months of the execution of the Facade Improvement Agreement. Improvements must be completed within 6 months from the date of the grant approval. A six-month extension may be allowed in the discretion of the Village upon request for such extension of time, and provided that there is a demonstrated hardship, . If the project is not completed by the end of the extension, the Village's obligation to reimburse the property owner or lessee for the project is terminated.

Upon completion of the Facade improvements, the funding recipient must schedule a final inspection and file copies of all architect's invoices, contractor's statements, invoices, proof of payment and notarized final lien waivers with the Village Clerk.

**\*\*This is a reimbursement program. All contractors and suppliers must be paid before payment from the village is made to the applicant.**

#### 9. Questions

For more information about the Facade Improvement Assistance Program or to schedule a meeting, contact the Village of Hampshire:

Ryan Krajecki - Village Trustee  
[RKrajecki@HampshireIL.org](mailto:RKrajecki@HampshireIL.org)  
(847) 683-2181

PLEASE FILL OUT ATTACHED APPLICATION .

You may drop it off or mail it to:

Village of Hampshire  
Façade Program Application  
234 S. State Street  
Hampshire, IL 60140

Village of Hampshire Facade Improvement Program

APPLICATION

Property Information: \_\_\_\_\_

Business Name; Address: \_\_\_\_\_

Property Identification Number (PIN#): \_\_\_\_\_

Applicant Information:

Name: \_\_\_\_\_

Mailing Address \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Property Owner Information (if different from applicant):

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Proposed Improvements (Check all that apply):

- Brick Cleaning
- Awnings
- Tuck Pointing
- Exterior Lighting
- Painting
- Streetscape elements
- Wall facade repair or improvement
- Landscaping
- Original architectural features repair and replacement
- Exterior doors
- Windows and window frames
- Shutters
- Stairs, porches, railings
- Roof
- Exterior improvements for ADA
- Other

Description of proposed work: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I agree to comply with the guidelines and standards of the Village of Hampshire facade Improvement Assistance Program and I understand that this is a voluntary program under which the village has the right to approve or deny any project or proposal or portions thereof.

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

If the applicant is other than the owner, the owner must complete the following:

I certify that I am the owner of the property located at \_\_\_\_\_,  
Hampshire, IL, and that I authorize the applicant to apply for assistance under the Village of Hampshire  
Facade Improvement Assistance Program and undertake the approved improvements.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature(s)

\_\_\_\_\_  
Print Names

**VILLAGE OF HAMPSHIRE  
FAÇADE IMPROVEMENT ASSISTANCE PROGRAM**

**Award Letter / Agreement**

DATE: \_\_\_\_\_, 20\_\_

To: Applicant / Owner(s):

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Hampshire, IL 60140

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Hampshire, IL 60140

Business Name: \_\_\_\_\_  
Address: \_\_\_\_\_, Hampshire, IL

Property Address: \_\_\_\_\_, Hampshire, IL 60140

Congratulations! The Façade Improvement project that you have proposed for your property has been approved for participation in the Village of Hampshire Façade Improvement Program, for reimbursement of a portion of the costs you may incur to improve the façade of your property as described herein.

Your property has been selected on the basis of the value of aesthetic improvement to the Village of Hampshire and scope of the proposed work, in accordance with the Façade Improvement program criteria, as follows: i) Condition of the building and need for renovation; ii) Extent to which the improvements conform to the Downtown Design Guidelines; and iii) Extent to which the proposed improvements restore, maintain, or enhance the character of the building and surrounding area.

Improvements (Check all that apply):

- |   |  |
|---|--|
| <input type="checkbox"/> Brick Cleaning   | <input type="checkbox"/> Exterior doors                |
| <input type="checkbox"/> Awnings  | <input type="checkbox"/> Windows and window frames     |
| <input type="checkbox"/> Tuck Pointing  | <input type="checkbox"/> Shutters                      |
| <input type="checkbox"/> Exterior Lighting  | <input type="checkbox"/> Stairs, porches, railings     |
| <input type="checkbox"/> Painting   | <input type="checkbox"/> Roof                          |
| <input type="checkbox"/> Streetscape elements                                     | <input type="checkbox"/> Exterior improvements for ADA |
| <input type="checkbox"/> Wall facade repair or improvement                        | <input type="checkbox"/> Other: _____                  |
| <input type="checkbox"/> Landscaping  | _____  |
| <input type="checkbox"/> Original architectural features - repair and replacement |  |

The amount to be reimbursed to you by the Village shall be not more than \$\_\_\_\_\_, subject to the following conditions:

- a) You must sign and return this Letter Agreement (the "Agreement") to the Village Clerk, 234 South State Street, PO Box 457, Hampshire, IL 60140-0457.
- b) You shall comply with the guidelines and standards of the Façade Improvement Assistance Program.
- c) The project shall in all respects comply with the Village Zoning Regulations and all applicable

building codes.

- d) All improvements shall be completed within six (6) months of the date of this Agreement. Provided, an extension of up to an additional six (6) months may be allowed in the discretion of the Village upon written request for such extension filed with the Village Clerk and sufficient demonstration of a hardship in meeting the original deadline.
- e) You must file with the Village Finance Director a W-9 form in the name of the applicant.
- f) You may serve as your own contractor for the project, but in such case, reimbursement shall be for materials only.
- g) Upon completion of the improvements, you must
  - i) schedule and pass a final inspection by the Village Building Department; and
  - ii) pay all contractors and suppliers for the project; and
  - iii) promptly file with the Village Clerk copies of a Contractor's Sworn Statement; all pertinent invoices; proof of payment; and properly signed and notarized final waivers of mechanics liens from all contractors, workers, materialmen, and/or suppliers for the project.
- h) Payment of the reimbursement specified above will be made to you only upon completion of all work items as originally approved, and receipt and approval of all required documentation specified herein. Provided, at your written request, the Village may in its discretion reimburse you for a portion or portions of the work when completed as originally approved.
- i) Furthermore, if you breach this Agreement, by not completing the project by the end of the original deadline or any approved extension, as the case may be, or breach the Agreement in any other way, your right to reimbursement shall be deemed forfeited, and the Village's obligation to reimburse you shall be and is terminated.
- j) Time is of the essence of this Agreement, and your timely compliance is required hereunder. Funding for this program will occur per fiscal year of the Village; each project will be funded only once; and unused or unclaimed funds in any fiscal year may lapse.

After completion of the improvements and approval by the Village Building Department, you shall maintain the Façade Improvements in good condition, without alterations, for a period of five (5) years after date of final inspection, unless otherwise approved by the Village Board of Trustees. Failure to do so shall render you liable to pay back to the Village the full amount of the reimbursement paid hereunder, plus interest, together with any attorney's fees and court costs incurred by the Village in demanding and/or collecting such reimbursement.

You are also advised that grant funding under the Village's Façade Improvement program is subject to Federal and State tax laws, and the amount of reimbursement paid to you will be reported by the Village to the IRS on Form 1099-G. You should consult your tax advisor in this regard.

AGREED:

\_\_\_\_\_  
Applicant

# VILLAGE OF HAMPSHIRE

Accounts Payable

**September 19, 2019**

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

**Total: \$239,355.23**

To be paid on or before  
September 26, 2019

Village President: \_\_\_\_\_

Attest: \_\_\_\_\_

Village Clerk: \_\_\_\_\_

Date: \_\_\_\_\_

# VILLAGE OF HAMPSHIRE

Accounts Payable

**September 19, 2019**

The President and Board of Trustees of the Village of Hampshire  
Recommends the following **Employee/Trustee**: Brian Haydysch and Garrett Ferrell  
Warrant in the amount of

**Total: \$300.98**

To be paid on or before  
September 26, 2019

Village President: \_\_\_\_\_

Attest: \_\_\_\_\_

Village Clerk: \_\_\_\_\_

Date: \_\_\_\_\_



DATE: 09/17/19  
 TIME: 15:39:41  
 ID: AP441000.WOM

VILLAGE OF HAMPSHIRE  
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 12/31/2019

INVOICE #	VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
APWA AMERICAN PUBLIC WORKS								
SEPT 2019		08/07/19	01	RENEWAL MEMBERSHIP	010030024430		09/30/19	340.00
							INVOICE TOTAL:	340.00
							VENDOR TOTAL:	340.00
B&F B&F CONSTRUCTION CODE SERVICES								
52093		09/09/19	01	BUILDING & ELECTRICAL REVIEW	010010024390		10/09/19	608.56
							INVOICE TOTAL:	608.56
52122		09/12/19	01	PLAN REVIEW 132-182 OAK KNOLL	010010024390		10/12/19	2,590.96
							INVOICE TOTAL:	2,590.96
52128		09/12/19	01	SOLAR PANELS PLAN REVIEW	010010024390		10/12/19	225.00
							INVOICE TOTAL:	225.00
52129		09/12/19	01	SOLAR PANELS PLAN REVIEW	010010024390		10/12/19	225.00
							INVOICE TOTAL:	225.00
							VENDOR TOTAL:	3,649.52
BLCR HEALTH CARE SERVICES CORP								
SEPT FOR OCT 2019		09/16/19	01	ADM	010010014031		10/01/19	2,532.21
			02	PD	010020014031			12,046.09
			03	STREETS	010030014031			7,060.17
			04	SEWER	310010014031			3,091.42
			05	WATER	300010014031			4,122.45
							INVOICE TOTAL:	28,852.34
							VENDOR TOTAL:	28,852.34
BPCI BENEFIT PLANNING CONSULTANTS,								
BPCI00210309		09/11/19	01	MONTHLY FLEX AND COBRA	010010024380		10/21/19	115.00
							INVOICE TOTAL:	115.00
							VENDOR TOTAL:	115.00

DATE: 09/17/19  
 TIME: 15:39:41  
 ID: AP441000.WOM

VILLAGE OF HAMPSHIRE  
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 12/31/2019

INVOICE #	VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
BRHA	BRIAN HAYDYSCH	08/23/19	01	REIMBURSE UNIFORM	010020034690		09/23/19	75.99
								INVOICE TOTAL: 75.99
								VENDOR TOTAL: 75.99
BUBR	BUCK BROTHERS, INC.	09/05/19	01	OPERATING SUPPLIES	520010024999		10/05/19	216.32
								INVOICE TOTAL: 216.32
								VENDOR TOTAL: 216.32
CAON	CALL ONE	09/15/19	01	1126416	010010024230		10/01/19	269.50
								02 1126417 300010024230 85.50
								03 1126418 010030024230 85.50
								04 1126419 310010024230 248.00
								05 1126420 300010024230 126.34
								06 1126422 010020024230 223.98
								INVOICE TOTAL: 1,038.82
								VENDOR TOTAL: 1,038.82
CASE	CARDMEMBER SERVICE	09/05/19	01	DS SHIP LOCATER FOR REPAIR	010030034670		10/01/19	124.14
								02 MM TRAINING CLASSES 450.00
								03 MM TRAINING CLASSES 550.00
								04 ADM SERVICE FEE 11.36
								05 WTR SERVICE FEE 0.52
								06 PD SERVICE FEE 28.05
								INVOICE TOTAL: 1,164.07
								VENDOR TOTAL: 1,164.07
CHPA	CHAMPION PAVING CORP.	09/03/19	01	HIGGINS RD RT 72	100010024950		10/03/19	23,850.00
								INVOICE TOTAL: 23,850.00
								VENDOR TOTAL: 23,850.00

DATE: 09/17/19  
 TIME: 15:39:41  
 ID: AP441000.WOW

VILLAGE OF HAMPSHIRE  
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CONEEN CONSTELLATION NEW ENERGY, INC.							
15661730301	09/13/19	01	ENERGY SERVICE	300010024260		10/13/19	69.80
						INVOICE TOTAL:	69.80
						VENDOR TOTAL:	69.80
CREL CRESCENT ELECTRIC SUPPLY CO							
S506945390.001	08/29/19	01	ELECTRICAL SUPPLIES	010030024270		09/29/19	115.16
		02	ELECTRICAL SUPPLIES	010030024100			61.91
						INVOICE TOTAL:	177.07
S506945390.002	08/30/19	01	ELECTRICAL SUPPLIES	010030024270		09/30/19	195.48
						INVOICE TOTAL:	195.48
S506945390.003	09/03/19	01	ELECTRICAL SUPPLIES	010030024270		10/03/19	37.22
						INVOICE TOTAL:	37.22
						VENDOR TOTAL:	409.77
DIEN DIRECT ENERGY BUSINESS							
OCT 2019	09/10/19	01	1510867	300010024260		10/10/19	969.33
		02	1510796	300010024260			2,509.81
		03	1510797	310010024260			7,709.17
						INVOICE TOTAL:	11,188.31
						VENDOR TOTAL:	11,188.31
EEL ENGINEERING ENTERPRISES, INC.							
SEPT 2019	09/10/19	01	HA1118 ELM ST INV67374	300010024360		10/10/19	45.00
		02	HA1604 LOVE'S INV67375	010000002072			1,272.00
		03	HA1804 STANLEY INV67376	010000002090			7,115.25
		04	HA1816 DAYTON FREIGHT INV67377	010000002115			6,502.50
		05	HA1818 PETAG INV 67378	010000002114			4,961.00
		06	HA1833 STANLEY INV67379	010000002144			3,561.25
		07	HA1834 THORNTONS INV67380	010000002130			375.50

DATE: 09/17/19  
 TIME: 15:39:41  
 ID: AP441000.WOM

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INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
EAI ENGINEERING ENTERPRISES, INC.							
SEPT 2019	09/10/19	08	HA1900 GEN ENG INV67381	010010024360		10/10/19	1,119.00
		09	HA1901 GEN ENG WTR INV67382	300010024360			450.00
		10	HA1903 TRUCK COUNTRY INV67383	010000002116			5,156.25
		11	HA1904 ZONING INV	010010024360			504.25
		12	HA1910 HAMPEWOODS INV67385	010000002006			1,289.75
INVOICE TOTAL:							32,351.75
VENDOR TOTAL:							32,351.75
ENCS ENTRE COMPUTER SOLUTIONS							
125387	09/06/19	01	RENEWAL SECURITY SERVICE	010010024380		10/06/19	160.00
		02	RENEWAL SECURITY SERVICE	010020024380			457.00
		03	RENEWAL SECURITY SERVICE	310010024380			80.00
		04	RENEWAL SECURITY SERVICE	300010024380			80.00
INVOICE TOTAL:							777.00
VENDOR TOTAL:							777.00
FEDEX	08/28/19	01	LL AT&T	300010024320		09/28/19	30.80
INVOICE TOTAL:							30.80
VENDOR TOTAL:							30.80
GAFF	09/14/19	01	REIMBURSE BOOTS	010030034690		10/14/19	224.99
INVOICE TOTAL:							224.99
VENDOR TOTAL:							224.99
HAUPA	09/04/19	01	TRAILER PLUGS	010030034680		10/04/19	19.74
INVOICE TOTAL:							19.74
VENDOR TOTAL:							19.74
533190	09/06/19	01	HEADLIGHT BULB	010020024110		10/06/19	21.94
INVOICE TOTAL:							21.94
VENDOR TOTAL:							21.94

DATE: 09/17/19  
 TIME: 15:39:41  
 ID: AP441000.WOW

VILLAGE OF HAMPSHIRE  
 DETAIL BOARD REPORT

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INVOICE #	VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
HAAUPA HAMPSHIRE AUTO PARTS								
533226		09/06/19	01	HEADLIGHT BULB	010020024110		10/06/19	36.98
								INVOICE TOTAL: 36.98
533718		09/12/19	01	SERPENTINE BELT	010030034670		10/12/19	24.95
								INVOICE TOTAL: 24.95
533743		09/12/19	01	BELT FOR DRILL PRESS	010030034670		10/12/19	14.38
								INVOICE TOTAL: 14.38
533746		09/12/19	01	CREDIT BELT FOR DRILL PRESS	010030034670		10/12/19	-0.80
								INVOICE TOTAL: -0.80
								VENDOR TOTAL: 117.19
HAFD HAMPSHIRE FIRE PROTECTION								
SEPT 2019		09/17/19	01	TRANSITION FEE RELEASE	630010044800		10/17/19	11,093.76
								INVOICE TOTAL: 32,400.75
								VENDOR TOTAL: 43,494.51
HDSUWA CORE & MAIN								
L068884		09/05/19	01	METER PARTS	310010034670		10/05/19	212.88
								INVOICE TOTAL: 212.88
L129453		09/05/19	01	METER PARTS	300010034670		10/05/19	664.26
								INVOICE TOTAL: 664.26
								VENDOR TOTAL: 877.14
IPODBA IPO/DBA CARDUNAL OFFICE SUPPLY								
616572-0		09/13/19	01	BOARD ROOM CHAIR	010010034650		10/13/19	486.00
								INVOICE TOTAL: 486.00
								VENDOR TOTAL: 486.00

DATE: 09/17/19  
 TIME: 15:39:41  
 ID: AP441000.WOW

VILLAGE OF HAMPSHIRE  
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JETCO JETCO LTD							
090519A	09/06/19	01	TOWER PAINTING	340010024370		09/06/19	20,557.26
INVOICE TOTAL:							20,557.26
VENDOR TOTAL:							20,557.26
JETCO JETCO LTD							
JEVA	08/27/19	01	JETTER REPAIR	310010024160		09/27/19	2,826.00
INVOICE TOTAL:							2,826.00
VENDOR TOTAL:							2,826.00
KACTY KANE CNTY CIRCUIT COURT CLERK							
091319	09/13/19	01	BOND REMITTANCE	010000001000		09/13/19	500.00
INVOICE TOTAL:							500.00
VENDOR TOTAL:							500.00
KCCC JEFFREY R KEEGAN							
SEPT 2019	09/01/19	01	VH CLEANING 9-4 & 9-18	010010024380		09/30/19	100.00
INVOICE TOTAL:							100.00
VENDOR TOTAL:							100.00
KONMIN KONICA MINOLTA BUS SOLUTION							
260860277	08/31/19	01	VH QUARTERLY MAINTENANCE	010010024340		09/30/19	641.39
INVOICE TOTAL:							641.39
VENDOR TOTAL:							641.39
MARSCH MARK SCHUSTER, P.C.							
SEPT 2019	09/04/19	01	MISC MATTERS	010010024370		10/04/19	4,350.60
INVOICE TOTAL:							710.00
VENDOR TOTAL:							729.00
02 100.002 MEETINGS							710.00
03 100.007 PROSECUTION							729.00
04 100.041 PD							470.00



DATE: 09/17/19  
 TIME: 15:39:41  
 ID: AP441000.WOW

VILLAGE OF HAMPSHIRE  
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METL	METLIFE						
SEPT FOR OCT 2019	08/16/19	02	PD	010020014031		09/01/19	1,048.73
		03	STREETS	010030014031			531.14
		04	SEWER	310010014031			167.05
		05	WATER	300010014031			392.06
							2,252.34
							2,252.34
MIFISE	MIDWEST FIRE & SECURITY						
32424	08/30/19	01	FIRE ALARM MONITORING WELL 13	300010024280		09/30/19	175.00
							175.00
							175.00
NICOR	NICOR						
SEPT 2019	09/06/19	01	66-55-16-4647 5	310010024260		10/22/19	111.44
		02	19-61-05-1000 0	310010024260			34.92
		03	87-56-68-1000 5	300010024260			149.43
							295.79
							295.79
NOBUS	NOTARY PUBLIC ASSOCIATION						
SEPT 2019	09/05/19	01	MB NEW NOTARY	010010024430		09/30/19	54.00
							54.00
							54.00
OFDE	OFFICE DEPOT, INC.						
336859964001	07/02/19	01	SUPPLIES	010020034650		08/03/19	56.01
							56.01
							56.01

PDC PDC LABORATORIES, INC.



DATE: 09/17/19  
 TIME: 15:39:41  
 ID: AP441000.WOW

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PDC PDC LABORATORIES, INC.							
I9383553	08/30/19	01	WATER TESTING SUPPLIES	300010024380		09/30/19	910.00
						INVOICE TOTAL:	910.00
						VENDOR TOTAL:	910.00
PEBASO PETER BAKER & SON CO.							
26569	08/31/19	01	STORM DRAIN REPAIR	010030024130		09/30/19	326.70
						INVOICE TOTAL:	326.70
						VENDOR TOTAL:	326.70
PETPRO PETERSEN FUELS, INC.							
SEPT 2019	08/31/19	01	STREETS	010030034660		09/30/19	476.31
		02	SSA	520010024999			76.87
						INVOICE TOTAL:	553.18
						VENDOR TOTAL:	553.18
PIGR PINGREE GROVE & COUNTRYSIDE							
253-006011	09/04/19	01	DP TREAT NO TRANSPORT	010020024380		09/30/19	200.00
						INVOICE TOTAL:	200.00
						VENDOR TOTAL:	200.00
Q&A Q & A REPORTING INC							
05-14-19-e	06/20/19	01	TRZ ZONING PUBLIC HEARING	010000002090		07/20/19	141.20
						INVOICE TOTAL:	141.20
						VENDOR TOTAL:	141.20
QUCCO QUILL CORPORATION							
1080483	09/11/19	01	SUPPLIES	010030034680		10/11/19	15.29
						INVOICE TOTAL:	15.29
						VENDOR TOTAL:	15.29
1099633	09/11/19	01	COAT/RAIN JACKET HANGERS	010030034680		10/11/19	33.99
						INVOICE TOTAL:	33.99
						VENDOR TOTAL:	49.28

DATE: 09/17/19  
 TIME: 15:39:41  
 ID: AP441000.WOW

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RALI	RADI-LINK, INC						
107575	09/15/19	01	NEW SQUAD RADIO EQUIPMENT	010020054930		10/15/19	2,277.50
						INVOICE TOTAL:	2,277.50
						VENDOR TOTAL:	2,277.50
RAOH	RAY O'HERRON CO., INC.						
1948402-IN	09/03/19	01	UNIFORM	010020034690		10/03/19	186.45
						INVOICE TOTAL:	186.45
						VENDOR TOTAL:	186.45
RKQUSE	RK QUALITY SERVICES						
13451	08/26/19	01	OIL CHANGE	010020024110		09/26/19	33.69
						INVOICE TOTAL:	33.69
13550	09/09/19	01	OIL CHANGE/WIPER BLADES	010020024110		10/09/19	71.68
						INVOICE TOTAL:	71.68
						VENDOR TOTAL:	105.37
RODB	ROGER BURNIDGE						
SEPT 2019	09/01/19	01	PD LEASE FOR OCT 2019	010020024280		09/30/19	4,567.77
						INVOICE TOTAL:	4,567.77
						VENDOR TOTAL:	4,567.77
ROKI	ROY KITTINGER						
SEPT 2019A	09/03/19	01	FACADE PROGRAM EXPENDITURE	010010024383		09/03/19	40,206.00
						INVOICE TOTAL:	40,206.00
						VENDOR TOTAL:	40,206.00
STAINS	STANDARD INSURANCE COMPANY						
SEPT FOR OCT 2019	09/17/19	01	ADM	010010014035		09/01/19	28.29

DATE: 09/17/19  
 TIME: 15:39:41  
 ID: AP441000.WOW

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VSP	VISTON SERVICE PLAN (IL)						
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SEPT 2019	08/17/19	01	ADM	010010014037		08/17/19	22.69
		02	PD	010020014037			122.40
		03	STREETS	010030014037			59.72
		04	SEWER	310010014037			18.40
		05	WATER	300010014037			41.55
INVOICE TOTAL:							264.76
VENDOR TOTAL:							264.76

WAMA WASTE MANAGEMENT

3320329-2011-5	09/03/19	01	TRASH DUMPED ON MELMS RD	010030024130		10/03/19	100.00
INVOICE TOTAL:							100.00
VENDOR TOTAL:							100.00

WESTI	WEST SIDE TRACTOR SALES						
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305643	08/01/19	01	LOADER REPAIRS	010030024120		09/01/19	436.96
INVOICE TOTAL:							436.96
VENDOR TOTAL:							436.96
TOTAL ALL INVOICES:							239,656.21