



Village of Hampshire
Village Board Meeting
Thursday October 2, 2014 – 7:00 PM
Hampshire Village Hall – 234 S. State Street

AGENDA

1. Call to Order
2. Establish Quorum (Physical and Electronic)
3. Pledge of Allegiance
4. Citizen Comments
5. Approval of Minutes –September 18, 2014
6. Village President's Report
 1. Hampshire Township- discussion regarding imposition of transition fees
 2. Grant Approval #12-203140 and #12-203034
 3. County of Kane: 46W462 Rt. 72, Hampshire- Rezoning F1 to E1
 4. County of Kane: 43W931 US Highway 20 – Special Use in the B-3 District for a distribution, receiving and storage facility.
 5. County of Kane: 46W640 Big Timber Road
 6. Discussion of Rinn Street
 7. New business application (Planning/Zoning Committee)
7. Village Board Committee Reports
 - a) Economic Development
 1. Logo letter approval
 - b) Finance
 1. Accounts Payable
 2. Personnel Handbook
 - c) Planning/Zoning
 - d) Public Safety
 - e) Public Works
 - f) Village Services
 - g) Fields & Trails
- 8) New Business
- 9) Announcements
- 10) 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 - BOARD OF TRUSTEES

Meeting Minutes – September 18, 2014

The regular meeting of the Village Board of Hampshire was called to order by Village President Jeffrey Magnussen at 7:02 p.m. in the Village of Hampshire Village Board Room, 234 S. State Street, on Thursday September 18, 2014.

Present: George Brust, Martin Ebert, Jan Kraus, Mike Reid, Rob Whaley.

Absent: Orris Ruth

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

A quorum was established.

The Pledge of Allegiance was said.

CITIZEN COMMENTS

Lynn Acker- Hampshire resident: Thanked Trustee Kraus for having the electrical recycling. Asked when the Village was planning on changing the street signs because there are a few faded and can't read them. Village President Magnussen reported the Village is planning in October to start changing them, Illinois is doing program for changing street signs which we need to do if not the Village will stop getting MFT money from the state.

Weeds: growing in the streets and curbs, Public Works have started spraying the weeds already.

Trustee Brust moved, to approve the minutes of September 4, 2014.

Seconded by Trustee Kraus

Motion carried by voice vote

Ayes: All

Nays: None

Absent: Ruth

VILLAGE PRESIDENT REPORT

Hampshire Chief Brain Thompson; Introducing and swearing in new Officer Ryan Huber

At this time Village Clerk Vasquez sworn in new Police Officer Ryan Huber, everyone congratulated and wished him the best of luck.

Proclamation: Hampshire Chamber of Commerce Week

Village President Magnussen read the proclamation stating the Hampshire Chamber of Commerce Week starts September 15 -19, this is the Chamber's 99th year.

SRK Landscaping – Orris Ruth Park \$5,320.00 Proposal

At the Fields and Trails committee meeting there were four proposals for the baseball fields at Orris Ruth Park.

Trustee Whaley moved, to approve SRK Landscaping Services invoice proposal not to exceed \$4,307.50 for the Orris Ruth Park Fall 2014 Baseball fields.

Seconded by Trustee Ebert

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

VILLAGE BOARD COMMITTEE REPORTS

a. Economic Development

Trustee Brust reported next meeting is September 24, 2014 at the Village Hall -5:30 p.m. Will be discussing the logo on the website and help wanted. Ribbon cutting at 5:30 pm for a new doctor in town Vneshe Parekh, D.O. (she is the niece of Parag the pharmacist and owner of Hampshire Pharmacy) behind the Chick n Dip.

b. Finance

Accounts Payables

Trustee Brust moved, to approve accounts payable in the amount of \$227,637.52 to be paid on or before September 24, 2014.

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

Trustee Whaley had no report on the handbook at this time.

c. Planning/Zoning

No report

d. Public Safety

Trustee Reid reported the website should be faster for the Police Department and the Village Hall has a new firewall.

e. Public Works

Trustee Ebert will reschedule his Public Works Committee meeting.

f. Village Services

Trustee Kraus Oil and Electronic recycling went fine. Last Oil Recycling is October 4, 2014.

g. Field & Trails

No Report

Executive Session

No executive session

Hampshire Police Chief reported Officer Huber will spend ten weeks down in Springfield, IL for training and then another ten weeks for internal training here in Hampshire before he goes on his own.

Village President Magnussen reported a new business in town over where the old police department was, Northwest Contractors, they will be putting in offices but would like to put in a

paint booth to spray cars just for an emergency, if another company can't do it right away.

They

would need to go to the planning commission to get a special use permit since a paint booth is not zoned in that area.

Widmayer Road- Village President Magnussen mentioned in the rural streets area speed limit is 55 mph, but the Village owns part of that street and would like to have the street department to post signs of 45 mph.

Adjournment

Trustee Whaley moved, to adjourn the Village Board meeting at 7:45 p.m.

Seconded by Trustee Whaley

Motion carried by voice vote

Ayes: All

Nays: None

Absent: Ruth

Linda Vasquez, Village Clerk



September 11, 2014

Jeff Magnussen
Village President
Village of Hampshire
P.O. Box
Hampshire, IL 60140

Dear Mr. Magnussen,

Thank you for speaking with me the other day. It was great to hear of potential development within the Township and Village limits. In light of development, the Township of Hampshire is requesting the Village of Hampshire to consider including the Township in the fee schedule for Transition fees for new development within the Village boundaries.

In researching the current fee schedule, it was noted that the Township Cemetery receives \$80 per unit in Impact fees, but the Township and Road District do not receive any contribution. Understanding that the Village's theory was that as the subdivisions are developed, the roads would be turned over to the Village to maintain. Unfortunately, that theory is not complete, and the Township and Road District have seen increased demands.

Since the development of the new High School, the Road District continues to maintain, Higgins, Gast, Ketchum, Kelley and parts of Widmayer Roads. In the past 5 years, the Township has spent \$809,501 on those 5 roads alone. I think it is reasonable to assume that as more residents come to the area, Township roads will continue to see increased wear and tear not only from the residents, but the developers themselves. The Road District currently collects \$500 when a home is built in the Township, outside the Village. We are asking the Village to collect the same as houses are developed within the Village limits.

Additionally, the demand on the Assessor's office has increased significantly over the years. When the developing began 17 years ago, there were only 2,827 parcels. There are currently 4,516 parcels which is a 60% increase. As each parcel is developed, the property must be assessed and each year reassessed. Additionally, as you know when a new home buyer comes to a community there is a learning curve for the buyers regarding how the taxes are calculated. So it is in fact, the new development that requires that majority of the Assessor's time.

Lastly, as you know the Township has a Senior Citizen's program. We have seen a significant increase in services that are being provided to the senior community. While I personally enjoy the more rural appeal of the community, as our Village currently exists, it does not offer much variety regarding medical care or retail shopping. Therefore, our transportation program for the senior residents is vital to their safety and the community as a whole. With the potential development of a Senior Community on Widmayer Rd., I believe our senior program is an asset to the Village. Unfortunately, it is a costly service, and transition fees would assist the Township in being able to maintain that program.

The Township is asking for \$275 per housing permit in Transition fees for services provided by the Town, and the Road District seeks \$500 per housing permit in Transition fees for development the Township. If the Township is approved for Transition fees we would waive any request for Impact fees at this time.

We would appreciate the Village considering our request, thus allowing the Township to continue to provide the services that the current residents have become accustomed to and hope new residents can enjoy as well.

Sincerely,

Jody Remakel
Hampshire Township Supervisor

AGENDA SUPPLEMENT

TO: President Magnussen and Village Board

FROM: Lori Lyons, Finance Director

FOR: October 2, 2014 Village Board Meeting

RE: DCEO Grant 12-203034 – Well #9
DCEO Grant 12-203140 – North and South Zone Water Main Connection

Background. In 2011 State Senator Chris Lauzen assisted the Village in securing a grant through the Illinois Department of Commerce and Economic Opportunity (DCEO) for the rehabilitation of Well #9. Also in 2011, State Representative Tim Schmidt assisted the Village in securing a grant through the DCEO for the purpose of connecting the north and south zone water main. After years of completing and re-completing the grant surveys the funding has come through for both grants.

Analysis. Well #9 is one of three deep wells that normally provides water to the main water system for the Village and has been in operation since 2004. Production capacity had declined approximately 15% over the original design capacity. Significant sand content and normal wear and tear to the equipment accounted for this decline. Metal pieces were recently noticed coming out of the sand separator at the treatment plant and the well has been shut down to protect the motor until rehabilitation is complete.

While Well #7 which supplies water in the northern water zone will soon undergo rehabilitation, connection of the north and south water systems will further increase water quality and provide redundancy for the northern water system. The Village is obligated to have an environmental review completed by the Illinois Historic Preservation Agency on this project and will require finalization of the route, procurement of easements and secure additional funding/financing before the project can begin.

Twenty-five percent of each of the grant dollars will be advanced to the Village by DCEO, segregated and held until construction can begin. Both grants carry a two year grant term. If the projects are not completed in two years, an extension of time to complete will be granted upon request.

Recommendation. Staff recommends ratification of the execution of both grant documents.

Legal Status:

- | | |
|---|---|
| <input type="checkbox"/> Individual (01) | <input type="checkbox"/> Estate or Trust (10) |
| <input type="checkbox"/> Sole Proprietor (02) | <input type="checkbox"/> Pharmacy-Noncoporate (11) |
| <input type="checkbox"/> Partnership/Legal Corporation (03) | <input type="checkbox"/> Nonresident Alien (13) |
| <input type="checkbox"/> Corporation (04) | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corp (15) |
| <input type="checkbox"/> Not For Profit Corporation (04) | <input type="checkbox"/> Tax Exempt (16) |
| <input type="checkbox"/> Medical Corporation (06) | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input checked="" type="checkbox"/> Governmental (08) | <input type="checkbox"/> C - Corporation |
| | <input type="checkbox"/> P - Partnership |

GRANTEE:
Village of Hampshire

Grantee's execution of this Agreement shall serve as its certification under oath that Grantee has read, understands and agrees to all provisions of this Agreement and that the information contained in the Agreement is true and correct to the best of his/her knowledge, information and belief and that the Grantee shall be bound by the same. Grantee acknowledges that the individual executing this Agreement is authorized to act on the Grantee's behalf. Grantee further acknowledges that the award of Grant Funds under this Agreement is conditioned upon the above certification.

By: Jeffrey R. Magnussen Date 9/30/14
(Authorized Signator)

Jeffrey Magnussen, Village President
Name and Title

STATE OF ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY

By: _____ Date _____
Adam Pollet, Director

Grantee Address: PO Box 457
234 South State Street
Hampshire, IL 60140-0457
Please indicate any address changes below

In processing this grant and related documentation, the Department will only accept materials signed by the Authorized Signatory or Designee of this Agreement, as designated or prescribed herein. If the Authorized Signatory chooses to assign a designee to sign or submit materials required by this Agreement to the Department, the Authorized Signatory must either send written notice to the Department indicating the name of the designee or provide notice as set forth immediately following this paragraph. Without such notice, the Department will reject any materials signed or submitted on the Grantee's behalf by anyone other than the Authorized Signatory. The Authorized Signatory must approve each Authorized Designee separately by signing as indicated below. If an

Authorized Designee(s) appears below, please verify the information and indicate any changes as necessary. Signatures of both the Authorized Signatory and the Authorized Designee are required in order for the Authorized Designee to have signature authority under this Grant Agreement.

The following are designated as Authorized Designee(s) for the Grantee:

Authorized Designee: _____

Authorized Designee Title: _____

Authorized Designee Phone: _____

Authorized Designee Email: _____

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

CHECKLIST

Before returning your signed grant agreement, please double-check the following items to assure completion and accuracy:

- On page 2 of the Notice of Grant Award (NoGA) Agreement packet: Verify that your entity's Federal Taxpayer Identification Number (FEIN) is correct.
- On page 3 of the NoGA Agreement packet: Your Authorized Official (shown on the same page at the "Name and Title" line) **MUST** sign the grant agreement and provide the date on which the document was signed. (If you have *any* questions about who is authorized to sign, please call your DCEO Grant Manager before proceeding.)
- On page 3 of the NoGA Agreement packet: Make any necessary corrections to your entity's address and phone number.
- At the top of NoGA Agreement packet pg 4: **OPTIONAL** – *for use in naming a grant administrator (Authorized Designee) if desired.* Print the name & title, as well as the phone number and email address for the designated administrator(s). *** the signatures on pg 4, for establishment of each separate designee, must include that of each Designee themselves (so that we have a sample of their signature) - as well as the signature of the Authorized Signatory, to enact each designation. *** By doing so, the designated person will be allowed to sign future grant correspondence and report forms. *Otherwise, only the **Authorized Official** will be allowed to sign correspondence and report forms for this grant.*
- Review Part VI, Section 6.6 (Drugfree Workplace Act) carefully and mark the statement with an "X" as it best relates to your entity.
- You need to return **ONLY** the signed page 3 of the NOGA Agreement packet **and** the first page of Part VI (containing Section 6.6 - Drugfree Workplace Act) *as well as the completed & signed page 4 if naming anyone else as Authorized Designee(s),* to your DCEO Contact:

ATTN: Brooke Doggett
DCEO Grants Management Unit
500 E. Monroe St.

Springfield, IL 62701-1643

PH: (217) 558-6129

FAX: (217) 557-1663

email : Brooke.Doggett@illinois.gov

- _____ **If** this Grant is for \$250,000 or more ***and*** does **not** cover prior incurred costs, you are required to comply with the language of Grant Agreement Section 5.9L. Further explanation in that regard may be found at the bottom of the Grant Survey's "Notice of Grant Requirement" page (*immediately preceding the Survey's labeled page 1*). * Compliance is to be via the submission to DCEO of a "business plan" which meets the requirements of Public Act 96-1064 (*aka SB3249*).
- _____ If quarterly reports are required as identified in the separate Reporting Schedule, the appropriate forms and instructions will be provided to your organization as soon as possible. **Retain the reporting forms for your future use. Quarterly Reporting obligations begin immediately upon the execution of the Grant Agreement.**



**Illinois
Department of Commerce
& Economic Opportunity**

Pat Quinn, Governor

September 16, 2014

Mr. Jeffrey Magnussen
Village President
Village of Hampshire
PO Box 457
Hampshire, IL 60140-0457

Dear Mr. Magnussen:

Enclosed please find Grant Agreement Number 12-203034 (the Agreement) between your organization ("Grantee") and the Illinois Department of Commerce and Economic Opportunity ("Department"). Please review the Agreement carefully to ensure that your entity's rights and responsibilities are clearly understood. You are encouraged to have the Agreement reviewed by an attorney. In particular, please note the following:

Beginning Date (page 2 of the Agreement packet). Reimbursement of costs incurred prior to the beginning date as specified in the Notice of Grant Award will be allowed only if specifically provided for in the Part II, Scope of Work, as approved by the Department. If not clearly identified in Part II, Scope of Work, any costs incurred prior to this Agreement will be disallowed

End Date (page 2 of the Agreement packet). The Project activities must be completed by the stated end date. Modifications for date extensions must be approved in writing by the Department and processed **prior** to the stated end date.

Part III – Grant Fund Control Requirements. Your entity is expected to be thoroughly familiar with the provisions of Part III, including any requirements regarding audits, the submittal of reports, etc.

Part IV – Terms and Conditions. Your entity is expected to be thoroughly familiar with the provisions of Part IV, including requirements regarding external sign-offs, the deposit of grant funds

www.ildceo.net

500 East Monroe
Springfield, Illinois 62701-1643
217/782-7500 • TDD: 800/785-6055

100 West Randolph Street, Suite 3-400
Chicago, Illinois 60601-3219
312/814-7179 • TDD: 800/785-6055

2309 West Main, Suite 118
Marion, Illinois 62959-1180
618/997-4394 • TDD: 800/785-6055

and interest earned, etc.

If the terms of the Agreement are acceptable, please complete the following steps in order to properly execute the Agreement:

- verify your entity's correct federal taxpayer identification number (FEIN) on page 2;
- have the authorized official of your entity execute page 3 of the Agreement via signature;
- make any necessary corrections to your entity's address & phone number on page 3; and
- fill in the name & title, as well as the phone number for any designated administrator, if any, at the top of page 4;
- please review Part VI, Section 6.6 (Drugfree Workplace Act) carefully and mark the statement with an "X" as it relates to your entity.

Your entity's ability to incur costs against the Grant as of the beginning date set forth in the Notice of Grant Award is contingent upon your entity's acceptance of the terms and conditions as set forth in the attached Agreement. **The Department may elect not to execute the Agreement if any of the terms are changed without the Department's prior approval, and the Grantee will be responsible for any costs already incurred.**

The Department may also elect not to execute the Grant Agreement if it determines that it is not in the best interest of the State of Illinois to do so. Written notification of such a determination and the basis therefore will be provided to the addressee of this letter in such event.

IMPORTANT INSTRUCTIONS: Please return **ONLY** the signed page 3 of the Agreement *and* the first page of Part VI (containing Section 6.6 - Drugfree Workplace Act), *as well as the signed page 4 if naming anyone else as Authorized Designee(s)*, to your DCEO Contact indicated within Part IV, Section 4.15 of the Agreement. Please direct any questions concerning the Agreement to the individual identified in that Section.

ADDITIONALLY, the forms and specific instructions to be utilized in preparing reports referenced by Part III, Section 3.2 of the Agreement, and identified in the separate Reporting Schedule within an eventual Welcome Package you will receive along with the executed Grant Agreement, will be provided to your organization as soon as possible. Reports will not be accepted unless these forms are used.



**Illinois
Department of Commerce
& Economic Opportunity**

Pat Quinn, Governor

Grant Number 12-203034

Tentative Report Deliverable Schedule

Grantee Name: Village of Hampshire
Date: September 16, 2014

Program Name: Grant Management Program 01
DCEO Bureau: Director's Office

Grant Begin Date: 09/01/2014
Grant End Date: 08/31/2016

Project Begin Date: 05/01/2013
Project End Date: 12/01/2013

This section contains the Tentative Report Deliverable Schedule, which lists the type of reports that will be required during the grant or project term. A Report Deliverable Schedule (RDS), with specific due dates, will be shown in the "Welcome Package". The Welcome Package provides specific information and requirements for your grant award and will be sent to you with your copy of the fully executed grant agreement.

End of grant Final Financial Status report
End of grant Final Project Status report
Quarterly Financial Status progress report
Quarterly Project Status progress report

*****IMPORTANT: IF YOUR ORGANIZATION HAS RECEIVED PRIOR DCEO GRANTS AND ALL REQUIRED REPORTS, AND/OR OTHER OBLIGATIONS, HAVE NOT BEEN SUBMITTED AND APPROVED BY THE DEPARTMENT, THERE MAY BE A DELAY IN THE RELEASE OF FUNDS FOR *THIS* GRANT.**

You will be provided with a fully executed copy of the Agreement after it has been signed by the Department's Director.

Sincerely,

A handwritten signature in black ink that reads "Brooke Doggett". The signature is written in a cursive, flowing style.

Brooke Doggett
DCEO Grant Manager

Enclosure(s)

**STATE OF ILLINOIS
DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY**

Notice of Grant Award No. 12-203034

This Grant Agreement (hereinafter referred to as the "Agreement") is entered into between the Illinois Department of Commerce and Economic Opportunity (hereinafter referred to as the "Department" or "DCEO") and **Village of Hampshire** (hereinafter referred to as the "Grantee"). Subject to terms and conditions of this Agreement, the Department agrees to provide a Grant in an amount not to exceed \$100,000.00 to the Grantee.

Subject to the execution of this Agreement by both parties, the Grantee is hereby authorized to incur costs against this Agreement from the beginning date of 09/01/2014 through the ending date of 08/31/2016, unless otherwise established within Scope of Work (Part II). The Grantee hereby agrees to use the Grant Funds provided under the Agreement for the purposes set forth herein and agrees to comply with all terms of this Agreement.

This Agreement includes the following sections, all of which are incorporated into and made part of this Agreement:

Parts:

- I. Budget**
- II. Scope of Work**
- III. Grant Fund Control Requirements**
- IV. Terms and Conditions**
- V. General Provisions**
- VI. Certifications**

This grant is state funded.

Under penalties of perjury, the undersigned certifies that the name, taxpayer information number and legal status listed below are correct.

Name: Village of Hampshire

Taxpayer Identification Number:

SSN/FEIN: 366005913



**Illinois
Department of Commerce
& Economic Opportunity**

Pat Quinn, Governor

Grant Management Program 01

Grant No. 12-203034

for the

Village of Hampshire

Illinois Department of Commerce and Economic Opportunity
500 E. Monroe St.
Springfield, IL 62701

Legal Status:

- | | |
|---|---|
| <input type="checkbox"/> Individual (01) | <input type="checkbox"/> Estate or Trust (10) |
| <input type="checkbox"/> Sole Proprietor (02) | <input type="checkbox"/> Pharmacy-Noncoporate (11) |
| <input type="checkbox"/> Partnership/Legal Corporation (03) | <input type="checkbox"/> Nonresident Alien (13) |
| <input type="checkbox"/> Corporation (04) | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corp (15) |
| <input type="checkbox"/> Not For Profit Corporation (04) | <input type="checkbox"/> Tax Exempt (16) |
| <input type="checkbox"/> Medical Corporation (06) | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input checked="" type="checkbox"/> Governmental (08) | <input type="checkbox"/> C - Corporation |
| | <input type="checkbox"/> P - Partnership |

GRANTEE:
Village of Hampshire

Grantee's execution of this Agreement shall serve as its certification under oath that Grantee has read, understands and agrees to all provisions of this Agreement and that the information contained in the Agreement is true and correct to the best of his/her knowledge, information and belief and that the Grantee shall be bound by the same. Grantee acknowledges that the individual executing this Agreement is authorized to act on the Grantee's behalf. Grantee further acknowledges that the award of Grant Funds under this Agreement is conditioned upon the above certification.

By: Jeffrey R. Magnussen Date 9/22/14
(Authorized Signator)

Jeffrey Magnussen, Village President
Name and Title

STATE OF ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY

By: _____ Date _____
Adam Pollet, Director

Grantee Address: Please indicate any address changes below
234 South State Street
PO Box 457
Hampshire, IL 60140-7001
P.O. Box 457
234 S. State Street
Hampshire, IL 60140-0457

In processing this grant and related documentation, the Department will only accept materials signed by the Authorized Signatory or Designee of this Agreement, as designated or prescribed herein. If the Authorized Signatory chooses to assign a designee to sign or submit materials required by this Agreement to the Department, the Authorized Signatory must either send written notice to the Department indicating the name of the designee or provide notice as set forth immediately following this paragraph. Without such notice, the Department will reject any materials signed or submitted on the Grantee's behalf by anyone other than the Authorized Signatory. The Authorized Signatory must approve each Authorized Designee separately by signing as indicated below. If an

Authorized Designee(s) appears below, please verify the information and indicate any changes as necessary. Signatures of both the Authorized Signatory and the Authorized Designee are required in order for the Authorized Designee to have signature authority under this Grant Agreement.

The following are designated as Authorized Designee(s) for the Grantee:

Authorized Designee: Jeffrey R. Magnussen
Authorized Designee Title: President
Authorized Designee Phone: 847.683.2101
Authorized Designee Email: jmagnussen@chamshireil.org
Authorized Designee Signature: Jeffrey R. Magnussen
Authorized Signatory Approval: Jeffrey R. Magnussen

PART I
BUDGET

Cost Category Description	Cost Cat	DCEO Budget Amount	Variance %	Variance Limit
EQUIPMENT/MATERIAL/LABOR	1217	100,000.00	10.00	0.00
Total		\$100,000.00		

BUDGET LINE ITEM DEFINITIONS

The definitions listed below will help to identify allowable costs for each of the budgeted lines in this Agreement. Any costs not specifically named below should be verified to be allowable by the DCEO grant manager prior to incurring the cost.

EQUIPMENT/MATERIAL/LABOR purchase of materials and/or purchase/lease of equipment, to use or install for the project, such as: steel; drywall; lumber; wiring; doors; windows; roofing; rock; etc. including labor/installation costs, as identified within Part II Scope of Work.

Pass-Through Entity or Subgrantor Responsibilities. If Grantee provides any portion of this funding to another entity through a grant agreement or contract, Grantee is considered to be a pass-through entity or subgrantor. Per Section 5.10(M) of the Agreement, Grantee must obtain written approval before it provides any portion of this funding to another entity through a grant agreement or contract. If the Department provides written approval, the Grantee must adhere to the following for any awards or contracts entered into using the Grant Funds listed above:

- (1) Ensure that all subgrant or contractual awards of Grant Funds are made in conformance with the terms of this Agreement specifically including, but not limited to, Sections 3.4 and 3.6 of this Agreement; and
- (2) Ensure subgrantees are aware of the terms and conditions of this grant and abide by them.

PART II

SCOPE OF WORK

In consideration for the Grant Funds to be provided by the Department, the Grantee agrees to perform the Project described in Scope of Work (Part II) hereof, in accordance with the provisions of Budget (Part I) hereof.

Section 1. Public Benefit

The Grantee is a governmental entity providing essential public services to residents of Hampshire, Illinois. Grant Funds will be used for a portion of the cost associated with water well/treatment improvements located at 183 Barn Owl Drive, Hampshire, Illinois. The proposed project calls for the rehabilitation of the well and well pumping equipment to regain lost production capacity and extend the life expectancy on the well's operation. Specifically, Grant Funds will be used for:

- Removal of submersible pump and motor, column piping, and accessories from the well.
- Rehabilitation of the column piping.
- Rehabilitate pump assembly
- Rehabilitate submersible motor.
- Televising of well.
- Install pump, motor, column piping and accessories.
- Conduct pumping test.
- Perform well disinfection prior to startup.

Completion of this project will benefit the public by maintaining a safe and continuous water supply to those served by the Grantee.

Section 2. Grant Tasks

- 2.1 The Grantee shall use Grant funds as detailed in Part I, BUDGET. Expenditure of Grant funds will comply with applicable bond guidelines.
- 2.2 The Grantee shall utilize property acquired, constructed or improved with funds provided under this Agreement solely to provide the programs and services specified in Section 1, above, for at least the term of the Grant Agreement. Any sale, transfer, assignment or other conveyance of property acquired, constructed or improved shall provide that the property must continue to be used to accomplish or facilitate the public purpose described in Section 1, above.
- 2.3 The Grantee agrees to comply with the following:
 - (a) The Grantee shall utilize grant funds in accordance with Part I (Budget) to complete the activities/performance described in Section 1, above. The Grantee shall provide any additional funds, or secure commitments therefore, which are necessary to complete the specified activities/performance during the grant term set forth in the Notice of Grant Award.
 - (b) The Grantee shall execute all agreements necessary to complete the activities/performance described in Section 1, above, including, but not limited to, purchase/sales contracts for real and/or personal property, leases, easements, loans, financing agreements, grant agreements, operating agreements, etc., during the grant term specified in the Notice of Grant Award.
 - (c) The Grantee shall obtain all authorization necessary to complete the activities/performance described in Section 1, above, including, but not limited to, municipal ordinances, permits, variances, other approvals, etc., during the grant term specified in the Notice of Grant Award.
 - (d) The Grantee shall notify the Departmental grant manager in writing no later than 10 days after it becomes aware of any events/circumstances that will result in substantial delays or may substantially

impair the Grantee's ability to complete the activities/performance described in Section 1, above, during the grant term specified in the Notice of Grant Award.

(e) The Grantee shall provide to the Department additional information relative to its compliance with the provisions set forth in subsections (a) through (d), above, pursuant to Part III, Section 3.2C, "Additional Information."

(f) In addition to the requirements of Part III, Section 3.7, the Grantee shall maintain in its file, and make available to the Department upon request therefore, copies of documentation, correspondence, agreements, etc., evidencing compliance with the requirements of subsections (a) through (d), above.

2.4 Any equipment purchased with Grant funds provided hereunder shall only be used for the purposes set forth above for the term of the grant.

PART III
GRANT FUND CONTROL REQUIREMENTS

3.1 **AUDITS**

- A. Provide Copy of any Audits Performed If the Grantee is required to obtain an audit by entities other than the Department, the Grantee must provide the Department with a copy of the audit report, applicable management letters (SAS 115), and applicable SAS 114 letters (Auditor's Communication With Those Charged With Governance) within thirty (30) days of the Grantee's receipt of such audit report, but in no event later than nine (9) months following the end of the period for which the audit was performed.
- B. Discretionary Audit The Department may, at any time, and at its discretion, request a Grant-Specific Audit or other audit, Management Letters (SAS 115) and SAS 114 Letters (Auditor's Communication With Those Charged With Governance) to be delivered within thirty (30) days of the Grantee's receipt of such audit report, but in no event later than nine (9) months following the end of the period for which the audit was performed.
- C. Grant-Specific Audit If the Grantee submits a Grant-Specific Audit either by requirement of the Department or in place of a Standard Audit, the Grant-Specific Audit must meet the following requirements:

The audit must be completed at the end of the grant and cover the entire grant period.

The audit must include a Revenue (Receipt) and Expenditure Statement, which verifies budget amounts with actual amounts for this grant. The audit must also include a compliance component which covers, at a minimum, the following items:

- Confirmation that the Grantee completed the activities described in the Scope of Work (Part II) within the grant term;
- Confirmation that the Grantee obtained prior written approvals from the Department for material changes from the performance of the activities described in the Scope of Work (Part II);
- Confirmation that the Grantee expended grant funds within the grant period;
- Confirmation that the Grantee adhered to the grant Budget (Part I) or, if not variances must be identified;
- Confirmation that the Grantee obtained prior written approvals from the Department for any material variances in its expenditure of grant funds;
- Confirmation that the Grantee adequately accounted for the receipts and expenditures of grant funds;
- Confirmation, if applicable, that the Grantee returned grant funds and interest to the Department in accordance with the provisions of the Grant Agreement; and
- Confirmation that the amounts reported in the Final Grantee Report are traceable to its general ledger and accounting records.

- D. Audit Performance All Audits shall be performed by an independent certified public accountant or accounting firm licensed by the appropriate licensing body in accordance with applicable auditing standards.
- E. Audit Submission The Grantee shall electronically send all audit reports and related deliverables to the Department at the following address:

externalauditunit@illinois.gov

If the Grantee is unable to submit the aforementioned documents to the Department electronically, the information shall be sent to the Department at the following address:

Illinois Department of Commerce and Economic Opportunity
Office of Accountability
External Audit Section
500 East Monroe Street
Springfield, IL 62701

3.2 REPORTING REQUIREMENTS

In addition to any other documents specified in this Agreement, the Grantee must submit the following reports and information in accordance with the provisions hereof.

- A. Expenditures and Project Activity Prior to Grant Execution If the Agreement is executed more than thirty (30) days after the beginning date of the grant term provided in the Notice of Grant Award, the Grantee must submit a Grantee Report, in a format provided by the Department, including the status of the Project, certification of job counts and accounting for expenditures incurred from the beginning of the grant term up to the end of the month preceding the date of the Department's execution. If this Report is required, the Department will not disburse any Grant Funds until the report is submitted to and approved by the Department.
- B. Final Grantee Report The Final Grantee Report described in Section 5.3 hereof is due within 45 days following the end date stated in the Notice of Grant Award. The Grantee should refer to the Welcome Package and the Reports Deliverable Schedule for the specific reporting requirements and due dates. Grantee must submit the report in the format provided by the Department. This report must summarize expenditure of the Grant Funds and activities completed during the grant term. The Grantee's failure to comply with the Close-out requirements set forth herein and in Section 5.3 will be considered a material breach of the performance required by this Agreement and may be the basis to initiate proceedings to recover all Grant Funds disbursed to the Grantee. Grantee's failure to comply with this Section shall be considered prima facie evidence of default, and may be admitted as such, without further proof, into evidence before the Department or in any other legal proceeding.
- C. Additional Information Upon request by the Department, the Grantee must, within the time directed by the Department, submit additional written reports regarding the Project, including, but not limited to, materials sufficient to document information provided by the Grantee.
- D. Submittal of Reports Submittal of all reports and documentation required under this Agreement should be submitted to the individual as directed by the Department. All grants require, at a minimum, the filing of quarterly reports describing the progress of the program, project, or use and the expenditure of the grant funds related thereto.
- E. Failure to Submit Reports In the event Grantee fails to timely submit any reports required under this Agreement, the Department may withhold or suspend the distribution of Grant Funds until said reports are filed and approved by the Department.

3.3 WELCOME PACKAGE

Upon execution of this Grant Agreement, the Grantee will receive a Welcome Package detailing reporting requirements and procedures relating to the Grant. The Grantee is obligated to comply with those requirements and any revisions thereto in accordance with Section 3.2(B) of this Grant Agreement.

3.4 FISCAL RECORDING REQUIREMENTS

The Grantee's financial management system shall be structured to provide for accurate, current, and complete disclosure of the financial results of the Project funded under this grant program. The Grantee is

accountable for all Grant Funds received under this Grant, including those expended for sub grantees. The Grantee shall maintain effective control and accountability over all Grant Funds, equipment, property, and other assets under the grant as required by the Department. The Grantee shall keep records sufficient to permit the tracing of Grant Funds to a level of expenditure adequate to insure that Grant Funds have not been inappropriately expended, and must have internal controls consistent with generally accepted accounting practices adopted by the American Institute of Certified Public Accountants.

3.5 DUE DILIGENCE IN EXPENDITURE OF FUNDS

Grantee shall ensure that Grant Funds are expended in accordance with the following principles: (i) grant expenditures should be made in accordance with generally accepted sound, business practices, arms-length bargaining, applicable federal and state laws and regulations; (ii) grant expenditures should conform to the terms and conditions of this Agreement; (iii) grant expenditures should not exceed the amount that would be incurred by a prudent person under the circumstances prevailing at the time the decision is made to incur the costs; and (iv) grant accounting should be consistent with generally accepted accounting principles.

3.6 MONITORING

The grant will be monitored for compliance in accordance with the terms and conditions of the Grant Agreement, together with appropriate programmatic rules, regulations, and/or guidelines that the Department promulgates or implements. The Grantee must permit any agent authorized by the Department, upon presentation of credentials, in accordance by all methods available by law, including full access to and the right to examine any document, papers and records either in hard copy or electronic, of the Grantee involving transactions relating to this grant.

3.7 RECORDS RETENTION

The Grantee is accountable for all Grant Funds received under this Agreement and shall maintain, for a minimum of four (4) years following the Department's final written approval of all required close-outs, unless the Department notifies the Grantee prior to the expiration of the four years that a longer period is required, adequate books, records, and supporting documents, including digital and electronic data, to verify the amount, recipients and uses of all disbursements of Grant Funds passing in conjunction with this Agreement. This Agreement and all books, records and supporting documents related hereto shall be available for inspection and audit by the Department, the Office of Inspector General, the Auditor General of the State of Illinois, the Illinois Attorney General, or any of their duly authorized representative(s), and the Grantee agrees to fully cooperate with any audit performed by the Auditor General or the Department. Grantee agrees to provide full access to all relevant materials and to provide copies of same upon request. Failure to maintain books, records and supporting documents required by this Agreement shall establish a presumption in favor of the Department for the recovery of any Grant Funds paid by the Department under this Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement or expenditure.

If any of the services to be performed under this Agreement are subcontracted and/or if subgrants are issued/awarded for the expenditure of Grant Funds provided under this Agreement, the Grantee shall include in all such subcontracts and subgrants, a provision that the Department, the Office of Inspector General, and the Auditor General of the State of Illinois, or any of their duly authorized representatives, will have full access to and the right to examine any pertinent books, documents, papers and records of any such subcontractor or subgrantee involving transactions related to this Agreement for a period of four (4) years following the Department's final approval of all required close-outs (financial and/or programmatic), and any such subcontractor shall be governed by the same requirements to which the Grantee is subject under this Agreement.

PART IV TERMS AND CONDITIONS

4.1 AUTHORITY: PURPOSE: REPRESENTATIONS AND WARRANTIES

- A. Authority The Department is authorized to make this grant pursuant to 20 ILCS 605/605-55 and/or 20 ILCS 605/605-30.

The purpose of this authority is as follows:

To make and enter into contracts, including grants, as authorized pursuant to appropriations by the General Assembly. and/or To use the State and federal programs, grants, and subsidies that are available to assist in the discharge of the provisions of the Civil Administrative Code of Illinois.

- B. Purpose; Representations and Warranties The sole purpose of this grant is to fund the Grantee's performance of the Project, described in Scope of Work (Part II) hereof, during the term of this grant. The Grantee represents and warrants that the grant proposal/application submitted by the Grantee is in all material respects true and accurate; that it is authorized to undertake the obligations set forth in this Agreement and that it has obtained or will obtain and maintain all permits, licenses or other governmental approvals necessary to perform the Project described in Scope of Work (Part II).

4.2 PROJECT SCHEDULE; EXTENSIONS

- A. Project Schedule The Grantee must complete the Scope of Work (Part II) within the grant term. The Department may require the submission of deliverables. Deliverables must be provided as directed by the Department. For purposes of this Agreement, the Grant Period Begin Date shall be the Project Commencement Date and the Grant Period End Date shall be the Project Completion Date unless these dates are clearly identified as distinctly different in the Scope of Work (Part II).
- B. Extensions Extensions of the grant term will be granted only for good cause. Grantees requiring an extension of the grant term should submit a written request to the Program Manager prior to the grant expiration date stating the reason for the extension. All extensions must comply with requirements of Section 5.7.

Grantee's failure to adhere to the schedule set forth in Scope of Work (Part II) may be grounds for suspension or termination of this Agreement pursuant to Section 5.5 herein. Further, failure by the Grantee to comply with the terms and conditions outlined in Scope of Work (Part II), or with any additional terms and conditions within the Agreement, may result in the Grantee being deemed ineligible by the Department for future funding.

4.3 PAYMENT AND EXPENDITURE OF GRANT FUNDS

- A. Expenditure of Funds; Right to Refund Payment of the grant amount specified in the Notice of Grant Award shall be made to the Grantee as specified herein. Grant Funds provided under this Agreement must be expended only to perform the tasks set forth in the Scope of Work (Part II) of this Agreement. In addition to reasons set forth in other sections of this Agreement, the Department will require a refund from Grantee if (i) the total grant expenditures are less than the amount vouchered to the Grantee from the Department pursuant to the Notice of Grant Award; or (ii) Grant Funds have not been expended or legally obligated within the grant term in accordance with Budget (Part I) and Scope of Work (Part II) hereof. If the Department requires a refund under either of the above circumstances, the Grant Funds must be returned to the Department within forty-five (45) days of the end of the grant term or the otherwise effective Grant Agreement termination date.
- B. Payment Provisions: Prior Incurred Costs

25% Partial Advance/Remainder Reimbursement

Upon execution of this Agreement, the Department shall authorize an initial disbursement in the amount of twenty-five percent (25%) of the total grant award. Future payments to the Grantee are subject to the Grantee's submission and certification of eligible costs incurred and any documentation as required by the Department. Payment shall be initiated upon the Department's approval of eligible costs and cash amount requested for reimbursement of those costs.

Prior Incurred Costs

Reimbursement of costs incurred prior to the beginning date as specified in the Notice of Grant Award will be allowed only if specifically provided for in the Scope of Work (Part II), as approved by the Department. If not clearly identified in Scope of Work (Part II), any costs incurred prior to this Agreement will be disallowed.

4.4 GRANT SPECIFIC TERMS/CONDITIONS

A. Projects Requiring External Sign-offs

(1) Pursuant to applicable statute(s), this grant requires sign-off by the following State agency(ies). The status of the sign-off is indicated as of the date the grant is sent to the Grantee for execution:

AGENCY	SIGN-OFF RECEIVED	SIGN-OFF OUTSTANDING
_____ Illinois Historic Preservation Agency	_____	_____
_____ Illinois Dept. of Agriculture	_____	_____
_____ Illinois Dept. of Natural Resources	_____	_____
<u> X </u> NONE APPLICABLE		

While any external sign-off is outstanding, the provisions of Item 3) immediately below apply with respect to the disbursement of funds under this grant.

NOTE: The fact that a sign-off has been received in no way relieves the Grantee of its obligation to comply with any conditions or requirements conveyed by the applicable agency(ies) in conjunction with the issuance of the sign-off for the project funded under this Agreement.

(2) For projects subject to review by the Illinois Environmental Protection Agency, the Grantee must, prior to construction, obtain a construction permit or "authorization to construct" from the IEPA pursuant to the provisions of the Environmental Protection Act, 415 ILCS 5/1 et seq.

(3) **External Sign-Off Provisions :**

a) The Project described in Part II and funded under this Grant Agreement, is subject to review by the external agency(ies) indicated in Item 1) immediately above. Grantee must comply with requirements established by said agency(ies) relative to their respective reviews. Any requirements communicated to the Department shall be incorporated into this Agreement as follows: (i) as an attachment to this Agreement (immediately following this Part IV) at the time of grant execution; or (ii) if received from the applicable agency(ies) subsequent to execution, as an addendum to this Agreement. The Grantee is contractually obligated to comply with such requirements.

b) Grantee is responsible for coordinating directly with the applicable external agency(ies) relative to said reviews. Except as specifically provided below, the Department's obligation

to disburse funds under this Grant Agreement is contingent upon notification by the applicable agency(ies) that all requirements applicable to the Project have been satisfied. Upon receipt of said notification, disbursement of the grant funds shall be authorized in accordance with the provisions of Section 4.3B hereof.

- c) Prior to notification of compliance by the applicable external agency(ies), the Grantee may request disbursement of funds **only** for the following purposes: administrative, contractual, legal, engineering, or architectural costs incurred which are necessary to allow for compliance by the Grantee of requirements established by the external agency(ies). **FUNDS WILL NOT BE DISBURSED FOR LAND ACQUISITION OR ANY TYPE OF CONSTRUCTION OR OTHER ACTIVITY WHICH PHYSICALLY IMPACTS THE PROJECT SITE PRIOR TO RECEIPT BY THE DEPARTMENT OF THE REQUIRED NOTIFICATION FROM ALL APPLICABLE AGENCIES.**

B. If external sign-offs are indicated in this Section 4.4 disbursement of grant funds (whether advance or scheduled) are subject to the restrictions set forth by the External Sign-Off Provisions of this Section 4.4. Upon receipt of all required sign-offs, the Department's Accounting Division will be notified to disburse grant funds in accordance with the disbursement method indicated herein.

C. Interest on Grant Funds

Notwithstanding Section 4.6 or any other provision in this Agreement, the Grantee may be allowed to retain interest earned on grant funds awarded under this Agreement, provided that:

- (1) All interest earned must be expended prior to grant funds. All reporting documents should reflect the full expenditure of any interest earned. Any grant funds or earned interest unspent above the total cost of the project as detailed in Parts I and II must be returned as grant funds to the Department as described in Part 5.3 herein; and
- (2) Interest may only be expended for activities which are identified in Parts I and II hereof; and
- (3) All interest earned must be accounted for and reported to the Department in the Grantee Final Financial Status Report described in Section 5.3 herein.

Retained interest must be kept in accordance with Section 4.5 of the Grant Agreement.

4.5 DEPOSIT OF GRANT FUNDS

Grant Funds paid in advance of realized costs must be kept in an interest bearing account and maintained therein until used in accordance with the terms and conditions of this Agreement. The Department may waive this requirement upon a written request from the Grantee; however written Departmental approval must be received before any Grant Funds are kept in a non-interest bearing account. Grantee will be responsible for the payment of interest to the Department at a rate equal to twelve percent (12%) per annum on any of the Grant Funds kept in a non-interest bearing account without prior Departmental written approval.

Any interest earned on these Grant Funds must be accounted for as provided in Section 4.6 of this Agreement. Exceptions to Section 4.5 are not permissible without prior written approval by the Department.

Grant Funds paid in reimbursement of previously paid costs may be kept in a non-interest bearing account at the Grantee's discretion.

4.6 RETURN OF INTEREST ON GRANT FUNDS

This Agreement does not allow for the retention of interest by the Grantee. Any interest earned on Grant Funds provided under this Agreement must be accounted for in the Final Financial Status Report described in Section 5.3 herein, and returned as interest to the Department in accordance with the directions provided by the Department.

4.7 **INTENTIONALLY LEFT BLANK**

4.8 **SUPPORT**

Grantee, through its agents, employees and contractors, will provide all equipment, supplies, services and other items of support which are necessary for the effective performance of the Project, unless the Agreement specifically sets forth items of support to be provided by the Department.

4.9 **OWNERSHIP, USE AND MAINTENANCE OF PERSONAL PROPERTY**

A. **Ownership** Subject to the provisions of this Section 4.9, and the remedies available to the Department as set forth in Section 4.11 below, equipment and material authorized to be purchased with Grant Funds becomes the property of the Grantee. Grantee will maintain an inventory or property control record for all equipment and material purchased with Grant Funds.

B. **Use; Maintenance; Insurance** During the Grant term, the Grantee must:

(1) use equipment and materials acquired with Grant Funds only for the approved Project purposes set forth in Scope of Work (Part II); and (2) provide sufficient maintenance on the equipment and materials to permit achievement of the approved Project purposes and maintain, at its own expense, insurance coverage on all equipment and material purchased with Grant Funds, for its full insurable value, against loss, damage and other risks ordinarily insured against by owners or users of similar equipment and material in similar businesses.

C. **Prohibition Against Disposition/Encumbrance** The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment or material during the grant term without prior written approval of the Department.

4.10 **PUBLIC INFORMATION REQUIREMENTS**

For the duration of the Agreement, the Grantee will prominently acknowledge the participation of the Department in the Project in all press releases, publications and promotional materials presented to the media or otherwise dissemination published concerning the Project. The Grantee must provide the Department with copies of any proposed press releases, publications and promotional materials within ten (10) days, or as soon as practical with written permission from the Department, before these materials are disseminated. Grantee will submit copies of any press releases, publications and promotional materials to the Department.

The Grantee will provide adequate advance notice pursuant to Section 4.12 of promotional events such as open houses, dedications, or other planned publicity events; and will also coordinate in the planning of said events. Any materials or displays to be distributed in connection with the promotional event must be submitted to the Department in advance of publication or dissemination and must prominently acknowledge the Department's participation in the Project.

4.11 **DEPARTMENT REMEDIES**

In addition to any remedies found elsewhere in this Agreement or at law, the Department may elect any of the following remedies in the event this Agreement is terminated pursuant to Section 5.5 herein. Grantee must comply with the Department's direction within 45 days following written notice or demand from the Department.

- A. The Department may direct the Grantee to refund all grant moneys disbursed to it under this Agreement;
- B. The Department may direct the Grantee to remit an amount equivalent to the "Net Salvage Value" of all equipment or materials purchased with Grant Funds provided under this Agreement. For purposes of this Agreement, "Net Salvage Value" is defined as the amount realized, or that the Parties agree is likely to be realized from, the sale of equipment or materials purchased with Grant Funds provided under this Agreement at its current fair market value, less selling expenses;
- C. The Department may direct the Grantee to transfer ownership of equipment or material purchased with Grant Funds provided under this Agreement to the Department or its designee.

4.12 NOTICES

Notices and other communications provided for herein shall be given in writing by first class mail, by registered, or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the respective party at the address set forth on the signature page hereto, or to such other authorized designees as the parties may designate in writing from time to time. Grantee is responsible for providing the Department with correct address and contact information for itself and its designees. Any notice to the Grantee shall be deemed to have been provided if sent to the address or contact information on the signature page or to the address of an authorized designee. Notice to the Department is deemed to have been provided at the time it is actually received.

4.13 COMPLAINT PROCESS

In the event of a Grantee complaint, the Department's Administrative Hearing Rules shall govern and said rules can be found at Title 56 Illinois Administrative Code, Section 2605.

4.14 GRANT FUNDS RECOVERY ACT (30 ILCS 705/1, ET SEQ.)

This Agreement is subject to all applicable provisions of the Illinois Grant Funds Recovery Act, including the requirement that any Grant Funds not expended or legally obligated at the expiration or termination of the Grant term must be returned to the Department within 45 days following said expiration or termination. Notwithstanding any provision specified elsewhere in this Agreement regarding the treatment of interest earned on the Grant Funds, any interest earned on Grant Funds that is not expended or legally obligated during the Grant term must also be returned to the Department within 45 days following the expiration or termination of this Agreement.

4.15 GRANT PROJECT MANAGEMENT

All necessary and ordinary communications, submittals, approvals, requests and notices related to the Project shall be submitted to:

Brooke Doggett
Illinois Department of Commerce and Economic Opportunity
500 E. Monroe St.
Springfield, IL 62701

4.16 BOND FUNDED GENERAL GRANT PROVISIONS

It is the intent of the State that all or a portion of the costs of this project will be paid or reimbursed from the proceeds of tax-exempt bonds subsequently issued by the State.

**PART V
GENERAL PROVISIONS**

5.1 GRANTEE REPRESENTATIONS AND WARRANTIES; GRANTEE GENERAL COVENANTS

A. Grantee Representations and Warranties In connection with the execution and delivery of this Agreement, the Grantee makes the following representations and warranties to the Department:

- (1) That it has all requisite authority to carry on its business and to execute, deliver and consummate the transactions contemplated by this Agreement;
- (2) That its employees, agents and officials are competent to perform as required under this Agreement;
- (3) That it is the real party in interest to this Agreement and is not acting for or on behalf of an undisclosed party;
- (4) That it has taken all necessary action under its governing documents to authorize the execution and performance of this Agreement under the terms and conditions stated herein;
- (5) That it has no public or private interest, direct or indirect, and shall not acquire, directly or indirectly any such interest which does or may conflict in any manner with the performance of the Grantee's services and obligations under this Agreement;
- (6) That no member of any governing body or any officer, agent or employee of the State, is employed by the Grantee or has a financial or economic interest directly in this Agreement, or any compensation to be paid hereunder except as may be permitted applicable statute, regulation or ordinance;
- (7) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Grantee's knowledge, threatened, against or affecting the Grantee, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by this Agreement;
- (8) That to the best of the Grantee's knowledge and belief, the Grantee, its principals and key project personnel:
 - (a) Are not presently declared ineligible or voluntarily excluded from contracting with any Federal or State department or agency;
 - (b) Have not within a three-year period preceding this Agreement been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of Federal or State antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property; and
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in subparagraph (b) of this certification.

Any request for an exception to the provisions of this paragraph must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction.

- (9) That this Agreement has been duly executed and delivered on behalf of the Grantee and constitutes a legal, valid and binding obligation of the Grantee, enforceable in accordance with its terms, except to the extent that enforcement of any such terms may be limited by
- (a) Applicable bankruptcy, reorganization, debt arrangement, insolvency or other similar laws generally affecting creditors' rights; or
 - (b) Judicial public policy limitations upon the enforcement of certain remedies including those which a court of equity may in its discretion decline to enforce; and performance required under this Agreement; and
- (10) Grantee certifies that it is not currently operating under or subject to any cease and desist order, or subject to any informal or formal regulatory action, and, to the best of Grantee's knowledge, that it is not currently the subject of any investigation by any state or federal regulatory, law enforcement or legal authority. Should it become the subject of an investigation by any state or federal regulatory, law enforcement or legal authority, Grantee shall promptly notify the Department of any such investigation. Grantee acknowledges that should it later be subject to a cease and desist order, Memorandum of Understanding, or found in violation pursuant to any regulatory action or any court action or proceeding before any administrative agency, that the Department is authorized to declare Grantee in default of this Agreement and suspend or terminate the Agreement pursuant to Section 5.5.

B. General Covenants In connection with the execution and delivery of this Agreement, the Grantee makes the following covenants to the Department, which are in addition to any specific covenants contained in this Agreement:

- (1) That it will use Grant Funds only for the purposes set forth in the Budget (Part I) and Scope of Work (Part II), respectively, of this Agreement;
- (2) That all warranties and representations made by the Grantee in this Agreement shall be true, accurate and complete for the term of the Agreement;
- (3) That it shall be subject to, obey, and adhere to any and all federal, state and local laws, statutes, ordinances, rules, regulations and executive orders as are now or may be in effect during the term of this Agreement which may be applicable to the Grantee;
- (4) That it shall remain solvent and able to pay its debts as they mature. In the event of bankruptcy filing by the Grantee, voluntary or involuntary, the Department may decline to make any further payment, which may otherwise be required under this Agreement;
- (5) That it shall immediately notify the Department of any and all events or actions that may materially adversely affect its ability to carry on its operations or perform any or all of its obligations under this Agreement; and
- (6) That it shall not enter into any other agreement or transaction that would conflict with the performance of its duties hereunder.

5.2 **APPROPRIATION; NONAPPROPRIATION/INSUFFICIENT APPROPRIATION; REDUCED FUNDING SOURCES/REVENUES**

- A. Appropriation The Grantee is hereby given actual knowledge that pursuant to the State Finance Act, 30 ILCS 105/30, payments under this grant are contingent upon the existence of a valid appropriation therefore and that no officer shall contract any indebtedness on behalf of the State, or assume to bind the State in an amount in excess of the money appropriated, unless expressly authorized by law.

- B. Non-appropriation/Insufficient Appropriation Payments pursuant to this Agreement are subject to the availability of applicable federal and/or state funding from the Department and their appropriation and authorized expenditures under State law. The Department shall use its best efforts to secure sufficient appropriations to fund this Agreement. However, the Department's obligations hereunder shall cease immediately, without penalty or further payment being required, if the Illinois General Assembly or federal funding source fails to make an appropriation sufficient to pay such obligation. The Department, at its sole discretion, shall determine whether amounts appropriated are sufficient to continue its obligations under this Agreement. Termination resulting from non-appropriation or insufficient appropriation shall be in accordance with Section 5.5(A)(1) hereof. Any grant is void by operation of law if the Department fails to obtain the requisite appropriation to pay the grant in any year in which this Agreement is in effect.
- C. Reduced Funding Sources/Revenues The Department reserves the right to reduce the amount to be paid to Grantee under this Agreement if the Department determines that it is in the best interest of the State of Illinois to reduce its obligation under this Agreement as a result of the occurrence of any of the following events during the term of the Agreement:
- (1) Receipts from revenues which provide the funding for this Agreement either fall significantly short of anticipated levels, or significantly decrease, or
 - (2) Other sources (external grants, contracts, awards, etc.) providing funds for this Agreement are decreased or withdrawn. If such an event occurs, the Department will notify the Grantee as soon as possible. If the Department and Grantee are able to agree on a reduced compensation amount and a corresponding reduced scope of services, the parties shall execute a grant modification so stating. If the Department and Grantee are unable to agree on the reduced compensation and reduced scope of services, the Department shall terminate the Grant in accordance with the provisions of Section 5.5(A)(2) herein.

5.3 GRANT CLOSE-OUT

- A. Final Grantee Report In addition to any other reporting requirements specified in this Agreement, the Grantee shall complete and submit a Final Grantee Report on forms provided by the Department, within forty-five (45) days of the earlier of the Grant Period end date or the effective date of termination of this Agreement. The Grantee should refer to the Welcome Package and the Reports Deliverable Schedule for the specific reporting requirements and due dates. The Grantee must report on the expenditure of Grant Funds provided by the State, and if applicable, the Grantee's required matching funds. The Grantee is responsible for taking the necessary steps to correct any deficiencies disclosed by such Final Grantee Report, including such action as the Department, based on its review of the report, may direct.
- B. Grant Refunds In accordance with the Illinois Grant Funds Recovery Act, 30 ILCS 705/1, et seq., the Grantee must, within forty-five (45) days of the earlier of the Grant Period end date or the effective date of termination of this Agreement, refund to the Department, any balance of Grant Funds not spent or not obligated as of said date.

5.4 DEFAULT AND REMEDIES

The occurrence of any of the following events, during the grant term, shall constitute a default:

- A. Grantee shall fail to observe or perform any covenant or agreement contained in this Agreement, including the Exhibits hereto;
- B. Any representation, warranty, certificate or statement made by the Grantee in this Agreement, including the Exhibits hereto, or in any certificate, report, financial statement or other document delivered pursuant to this Agreement shall prove to have been incorrect when made in any material respect;

- C. Grantee shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing;
- D. An involuntary case or other proceeding shall be commenced against the Grantee seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceedings shall remain undismissed and unstayed for a period of 60 days; or an order for relief shall be entered against the Grantee under the federal bankruptcy laws as now or hereby after in effect;
- E. The Grantee permanently ceases the conduct of active trade or business at the location specified in Scope of Work (Part II), for any reason, including, but not limited to, fire or other casualty;
- F. Company fails to provide the Company Contribution, if applicable, as identified in Scope of Work (Part II);
- G. Grantee defaults on a loan from a third party. Grantee shall provide the Department with immediate notice upon making a determination that it will default on a loan.

Grantee shall have 30 days from the date Department notifies it of the occurrence of a default to cure the default to Department's satisfaction. Grantee's failure to cure, or to initiate a cure which is satisfactory to the Department, shall be a sufficient basis for the Department to terminate this Agreement and to direct Grantee to refund all Grant Funds disbursed to it by the Department within thirty (30) days of receipt of the notice of termination.

At the Department's discretion the Grantee shall be responsible for the payment of interest at a rate equal to twelve percent (12%) per annum for any amount of the Grant Funds which it has not refunded to the Department beginning thirty (30) days from the date the termination notice is sent by the Department and continuing to the date that all Grant Funds are refunded by Grantee or recovered through other legal processes available to the Department.

5.5 TERMINATION; SUSPENSION

A. This Agreement may be terminated as follows:

- (1) Non-appropriation. Insufficient Appropriation In the event of non-appropriation or insufficient appropriation as described in Section 5.2(B) above, Grantee shall be paid for non-cancelable, allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of termination which shall be the date stated in the written termination notice provided to Grantee. The Department shall provide such notice to Grantee as soon as possible after it becomes aware of such non-appropriation or insufficient appropriation. Any refunds due the Department shall be submitted in accordance with the provisions of Section 5.3(B) hereof.
- (2) Reduced Funding Sources/Revenues In the event the parties are unable to agree on a reduced amount of compensation and scope of services necessitated due to a reduction in revenues or other funding sources for this Agreement as described in Section 5.2(C) above, Grantee shall be paid for non-cancelable, allowable expenditures incurred in the performance of authorized services under

this Agreement prior to the effective date of termination which shall be the date stated in the written termination notice provided to Grantee. Any refunds due the Department shall be submitted in accordance with the provisions of Section 5.3(B) hereof.

For Cause If the Department determines that the Grantee has failed to comply with any of the covenants, terms, conditions or provisions of this Agreement, or any other application, proposal or grant award executed by the Department and the Grantee, including any applicable rules or regulations, or has made a false representation or warranty in connection with the receipt of the grant, the Department may terminate this Agreement in whole or in part at any time before the expiration date of this Agreement. The Department shall notify the Grantee in writing of the reasons for the termination and the effective date of the termination. Grantee shall not incur any costs after the effective date of the termination. Payments made to the Grantee or recovery by the Department shall be in accord with the legal rights and liabilities of the parties.

In the event of termination for cause, Grantee shall also be subject to any other applicable provisions specified elsewhere in this Agreement.

Termination for cause may render the Grantee ineligible for consideration for future grants from the Department for a period not to exceed two (2) years.

- (3) For Convenience The Grantee acknowledges that this grant was made by the Department based on its determination that the activities to be funded under this Agreement are in furtherance of either the Department's statutory requirements or its program objectives. The Grantee further acknowledges that the Department may unilaterally terminate this Agreement based on its good faith determination that the continued expenditure of Grant Funds under this Agreement is no longer in furtherance of said statutory requirements or program objectives. Termination for convenience shall be effective upon delivery of notice to Grantee pursuant to Section 5.10(F) hereof. The Grantee shall not incur new obligations after the effective date of the termination, and shall cancel as many outstanding obligations as possible. The Department shall allow full credit to the Grantee for properly incurred expenditures made in connection with the Grant in accordance with the provisions of Budget (Part I) and Scope of Work (Part II). Grant refunds shall be submitted in accordance with the provisions of Section 5.3(B) hereof.

- B. Suspension If the Grantee fails to comply with the specific conditions and/or general terms and conditions of this Agreement, the Department may, upon written notice to the Grantee, suspend this Agreement, withhold further payments and prohibit the Grantee from incurring additional obligations of Grant Funds, pending corrective action by the Grantee or a decision to terminate this Agreement. The Department may determine to allow such necessary and proper costs, which the Grantee could not reasonably avoid during the period of suspension provided that the Department agrees that such costs were necessary and reasonable and incurred in accordance with the provisions of this Agreement.

5.6 INDEMNIFICATION

- A. Non-Governmental Entities The Grantee agrees to assume all risk of loss and to indemnify and hold the State, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments including costs, attorneys' and witnesses' fees, and expenses incident thereto, relating to bodily injuries to persons (including death) and for loss of, damage to, or destruction of real and/or tangible personal property (including property of the State) resulting from the negligence or misconduct of Grantee, its employees, agents, or subcontractors or subgrantees in the performance of this Agreement. Grantee shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction or damage to State property and shall, at the State's request and expense, furnish to the State reasonable assistance and cooperation including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the State in obtaining recovery.

The Grantee shall, at its expense, defend the State against all claims asserted by any person that anything provided by Grantee infringes a patent, copyright, trade secret or other intellectual property right and shall, without limitation, pay the costs, damages and attorneys' fees awarded against the State in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement.

- B. Governmental Entities In the event that the Grantee is a Governmental Entity, it will indemnify and hold harmless the Department as set out herein to the extent authorized by Federal and/or State constitutions(s) and/or laws.

5.7 MODIFICATION BY OPERATION OF LAW; BUDGET MODIFICATIONS; DISCRETIONARY MODIFICATIONS

- A. Modifications by Operation of Law This Agreement is subject to such modifications as the Department determines may be required by changes in Federal or State law or regulations applicable to this Agreement. Any such required modification shall be incorporated into and become part of this Agreement as if fully set forth herein. The Department shall timely notify the Grantee of any pending implementation of or proposed amendment to such regulations of which it has notice.
- B. Budget Modifications Grantee must expend the Grant Funds in accordance with the approved budget set forth in Part I hereof. If the Grantee determines that its expenditures for the grant term will vary from the amounts listed in the approved project budget it must submit a written request for approval from the Department prior to incurring the revised costs. Said request must give the reasons for and amounts of the revisions. If the Department approves the revised expenditures, it will provide the Grantee with a revised Project Budget incorporating the revisions. Grantee's failure to obtain written approval for anticipated budget revisions is a sufficient reason for the Department to disallow any costs not included in the original project budget and require a refund from the Grantee.

The Grantee may make a line item transfer up to the allowable variance percentage/amount of the total approved line item budget as specified in Budget (Part I) without prior written approval of the Department, subject to the following conditions:

- (1) Modifications Requiring Departmental Approval If the Grantee determines that its expenditures will vary from the approved budgeted line item amounts listed in Budget (Part I) by more than the allowable variance percentage/amount for any given line item expenditure, but will not exceed the total grant award, it shall submit a written request for approval from the Department prior to incurring the revised costs. Modification requests shall give the reasons for and amounts of the revisions. If the Department approves the revised expenditures, it will provide the Grantee with a revised project Budget (Part I) incorporating the revisions. Grantee's failure to obtain written approval for anticipated budget revisions shall be deemed sufficient for the Department to disallow any costs not included in the original project budget and require a refund from the Grantee.
- (2) Discretionary Transfers Transfers between approved line items that do not exceed the allowable variance percentage/amount of the original approved budget line item may be made at the Grantee's discretion without the Department's approval. For purposes of the allowable discretionary transfer(s), the line item to which the transfer is made cannot be increased by more than the allowable variance percentage/amount of the original approved line item. Additionally, the allowable discretionary transfer does not apply to an Audit line item (if present). Any and all modifications to an existing Audit line item may only be made with the Department's prior written approval.
- C. Discretionary Modifications If either the Department or the Grantee wishes to modify the terms of this Agreement other than as set forth in Sections 5.7(A) and 5.7(B) above, written notice of the proposed

modification must be given to the other party. Modifications will only take effect when agreed to in writing by both the Department and the Grantee. However, if the Department notifies the Grantee in writing of a proposed modification, and the Grantee fails to respond to that notification, in writing, within thirty (30) days, the proposed modification will be deemed to have been approved by the Grantee. In making an objection to the proposed modification, the Grantee shall specify the reasons for the objection and the Department shall consider those objections when evaluating whether to follow through with the proposed modification. The Department's notice to the Grantee shall contain the Grantee name, Grant number, modification number, purpose of the revision and signature of the Department's Director.

- D. Unilateral Modifications The parties agree that the Department may unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by the Department for the sole purpose of increasing the Grantee's funding allocation as additional funds become available for the grant during the program year covered by the term of this Agreement. The parties further agree that the thirty (30) day period for objection described in Section 5.7(C) above does not apply to the unilateral modification authority described in Section 5.7(D).
- E. Management Waiver The parties agree that the Department may issue a waiver of specific requirements of this Agreement after the term of the Agreement has expired. These waivers are limited to requirements relating to the Grantee's compliance with existing audit requirements in the Agreement, retention of interest earned by the Grantee on Grant Funds, variances to budgetary line items, non-material changes to the Scope of Work (Part II), and any other non-material changes to specific grant terms that the Department determines are necessary to place the Grantee in administrative compliance with the terms of this Agreement. A management waiver issued after the term of the Agreement has expired will supersede the original requirements of this Agreement that would normally require a modification of this Agreement to be executed. The Department will make no modifications of this Agreement not agreed to prior to the expiration of the Agreement beyond what is specifically set forth in this section.
- F. Term Extensions The Grantee acknowledges that all Grant Funds must be expended or legally obligated during the grant term set forth in the Notice of Grant Award. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 et. seq.), no grant term may be extend beyond a two-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed in reimbursement of costs previously incurred by the grantee.

5.8 **CONFLICT OF INTEREST; INTEREST OF PUBLIC OFFICIALS/ EMPLOYEES; BONUS/COMMISSION PROHIBITED; HIRING OF STATE EMPLOYEES PROHIBITED; DUE DILIGENCE IN EXPENDITURE OF GRANT FUNDS**

- A. Conflict of Interest A conflict of interest exists if a Grantee's officers, directors, agents, employees and family members use their position for a purpose that is, or gives the appearance of, being motivated by a desire for a private gain, financial or nonfinancial, for themselves or others, particularly those with whom they have family business or other ties. The Grantee must establish safeguards to prohibit such a conflict of interest from occurring. Safeguards, evidenced by rules or bylaws, shall also be established to prohibit persons from engaging in actions, which create or which appear to create a conflict of interest as described herein.

The Grantee must immediately notify the Department in writing of any actual or potential conflicts of interest, as well as any actions that create or which appear to create a conflict of interest.

- B. Interest of Public Officials/Employees

- (1) Governmental Entity If the Grantee is a governmental entity, the Grantee certifies that no conflict of interest as defined in Section 5.8A exists. Further, Grantee certifies that no officer or employee of the Grantee and no member of its governing body and no other public official of the locality in which the program objectives will be carried out who exercises any functions or responsibilities in

the review or approval of the undertaking or carrying out of such objectives shall participate in any decision relating to any contract negotiated under a program grant which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested, or has any financial interest, direct or indirect, in such contract or in the work to be performed under such contract.

- (2) Nongovernmental Entity If the Grantee is a nongovernmental entity, the Grantee certifies that no conflict of interest as defined in Section 5.8A exists. If such a conflict or appearance thereof exists or arises, the Grantee must provide immediate notification to the Department as provided in Section 5.8A. The Department may, in its discretion, issue Grant Funds if it determines that appropriate safeguards are in place and that it is in the best interest of the State to proceed.

Violations of Section 5.8 may result in suspension or termination of this Agreement, and recovery of Grant Funds provided hereunder. Violators may also be criminally liable under other applicable State or Federal laws and subject to actions up to and including felony prosecution.

- C. Bonus or Commission Prohibited The Grantee shall not pay any bonus or commission for the purpose of obtaining the grant awarded under this Agreement.
- D. Hiring State Employees Prohibited No State officer or employee may be hired to perform services under this Agreement, or be paid with Grant Funds derived directly or indirectly through this grant without the written approval of the Department.

5.9 APPLICABLE STATUTES

- A. Grantee Responsibility All applicable Federal, State and local laws, rules and regulations governing the performance required by Grantee shall apply to this Agreement and will be deemed to be included in this Agreement the same as though written herein in full. Grantee is responsible for ensuring compliance with all applicable laws, rules and regulations, including, but not limited to those specifically referenced herein. Except where expressly required by applicable laws and regulations, the Department shall not be responsible for monitoring Grantee's compliance.
- B. Land Trust/Beneficial Interest Disclosure Act (765 ILCS 405/2.1) No grant award Grant Funds shall be paid to any trustee of a land trust, or any beneficiary or beneficiaries of a land trust, for any purpose relating to the land, which is the subject of such trust, any interest in such land, improvements to such land or use of such land unless an affidavit is first filed with the Department identifying each beneficiary of the land trust by name and address and defining such interest therein.
- C. Historic Preservation Act (20 ILCS 3420/1 et seq.) The Grantee will not expend Grant Funds under this Agreement which result in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property, except as approved by the Illinois Historic Preservation Agency.
- D. State of Illinois Discrimination Laws (775 ILCS 5/1-101 et seq.) In carrying out the performance required under this Agreement, the Grantee shall comply with all applicable provisions of the Illinois Human Rights Act, and rules and regulations promulgated by the Illinois Department of Human Rights, prohibiting unlawful discrimination in employment. Grantee's failure to comply with all applicable provisions of the Illinois Human Rights Act, or applicable rules and regulations promulgated thereunder, may result in a determination that Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
- E. Drugfree Workplace Act (30 ILCS 580/1 et seq.) Grantee will make the certification required in this Agreement and will comply with all of the provisions of the Drugfree Workplace Act that are

applicable to the Grantee. False certification or violation of the requirements of the Drugfree Workplace Act may result in sanctions including, but not limited to, suspension of grant payments, termination of this Agreement and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

- F. Freedom of Information Act (5 ILCS 140/1 et seq.) Applications, programmatic reports and other information obtained by the Department under this Agreement shall be administered pursuant to the Freedom of Information Act.
- G. Prevailing Wage Act (820 ILCS 130/0.01 et seq.) All projects for the construction of fixed works which are financed in whole or in part with Grant Funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01) unless the provisions of that Act exempt its application. In the construction of the project, the Grantee shall comply with the requirements of the Prevailing Wage Act, including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the project shall be paid to all laborers, workers and mechanics performing work under the contract and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.
- H. Victims Economic Security and Safety Act (820 ILCS 180 et seq.) If the Grantee has 50 or more employees, it may not discharge or discriminate against an employee who is a victim of domestic violence, or who has a family or household member who is a victim of domestic violence, for taking up to a total of twelve (12) work weeks of leave from work during any twelve month period to address the domestic violence, pursuant to the Victims Economic Security and Safety Act. The Grantee is not required to provide paid leave under the Victims Economic Security and Safety Act, but may not suspend group health plan benefits during the leave period. Any failure on behalf of the Grantee to comply with all applicable provisions of the Victims Economic Security and Safety Act, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by Statute or regulation.
- I. Equal Pay Act of 2003 (820 ILCS 112 et seq.) If the Grantee has four or more employees, it is prohibited by the Equal Pay Act of 2003 from paying unequal wages to men and women for doing the same or substantially similar work. Further, the Grantee is prohibited by the Equal Pay Act of 2003 from remedying violations of the Act by reducing the wages of other employees or discriminating against any employee exercising his/her rights under this Act. Any failure on behalf of the Grantee to comply with all applicable provisions of the Equal Pay Act of 2003, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by Statute or regulation.
- J. Steel Products Procurement Act (30 ILCS 565 et seq.) The grantee, if applicable, hereby certifies that any steel products used or supplied in accordance with this grant for a public works project shall be manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565 et seq.).
- K. Use of Illinois Labor for Public Works Projects (20 ILCS 605/605-390; 30 ILCS 570/0.01) The Grantee shall provide the Department with documentation certifying that at least fifty percent (50%) of the total labor hours performed to complete the project described in Scope of Work (Part II) were performed by actual residents of the State of Illinois, in those cases where the project meets the statutory definition of a state construction project in 20 ILCS 605/605-390. In periods of excessive unemployment the Grantee shall also provide the Department with documentation certifying that it has caused to be employed at least ninety percent (90%) Illinois laborers on the project described in Scope

of Work (Part II), in those cases where the project meets the statutory definition of a public works project or improvement in 30 ILCS 570/0.01 et seq.

- L. Minorities, Females, and Persons with Disabilities Act and Illinois Human Rights Act (30 ILCS 575/0.01; 775 ILCS 5/2-105) The Grantee acknowledges and hereby certifies compliance with the provisions of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, and the equal employment practices of Section 2-105 of the Illinois Human Rights Act for the provision of services which are directly related to the Scope of Work to be performed under this Agreement.
- M. Identity Protection Act (5 ILCS/179 et. seq.) and Personal Information Protection Act (815 ILCS 530 et. seq.) The Department of Commerce and Economic Opportunity (DCEO) is committed to protecting the privacy of its vendors, grantees and beneficiaries of programs and services. At times, DCEO will request social security numbers or other personal identifying information. Federal and state laws, rules and regulations require the collection of this information for certain purposes relating to employment and/or payments for goods and services, including, but not limited to, grants. DCEO also collects confidential information for oversight and monitoring purposes.

Furnishing personal identity information, such as a social security number, is voluntary; however, failure to provide required personal identity information may prevent an individual or organization from using the services/benefits provided by DCEO as a result of state or federal laws, rules and regulations.

5.10 MISCELLANEOUS PROVISIONS

- A. Independence of Grantee Personnel All technical, clerical, and other personnel necessary for the performance required by this Agreement shall be employed by or contracted with Grantee, and shall in all respects be subject to the rules and regulations of Grantee governing its employees. Neither Grantee nor its personnel shall be considered to be the agents or employees of the Department.
- B. Grantor Authority The Department and its payroll employees, when acting pursuant to this Agreement, are acting as State officials in their official capacity and not personally or as the agents of others.
- C. Governing Law This Grant is awarded in the State of Illinois for execution within the State of Illinois. This Agreement shall be governed by and construed according to Illinois law.
- D. Worker's Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes The Grantee shall provide Worker's Compensation insurance where the same is required and shall accept full responsibility for the payment of unemployment insurance, premiums for Workers' Compensation, Social Security and retirement and health insurance benefits, as well as all income tax deduction and any other taxes or payroll deductions required by law for its employees who are performing services specified by this Agreement.
- E. Delivery of Grantee Payments Payment to the Grantee under this Agreement shall be made payable in the name of the Grantee and sent to the person and place specified in the Notice of Grant Award. The Grantee may change the person to whom payments are sent, or the place to which payments are sent by written notice to the Department signed by the Grantee, that complies with the requirements of Section 5.10(F) below. No such change or payment notice shall be binding upon the Department until ten (10) business days after actual receipt.
- F. Notice Any notice, demand, or communication required or permitted to be given hereunder shall be given in writing at the addresses set forth in the Notice of Grant Award by any of the following means: (a) personal service, (b) electronic communication, whether by telex, telegram or telecopy, (c) overnight courier, or (d) registered or certified first class mail, postage prepaid, return receipt requested. Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means,

respectively. Any notice, demand or communication given pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) shall be deemed received five (5) business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given.

The Grantee acknowledges and agrees that its address set forth in the Notice of Grant Award is its current address and shall be considered its last known address for purposes of receiving any and all notice(s) required under this Agreement. The Grantee further acknowledges and agrees that the Department is justified in relying upon the address information furnished to it by the Grantee in absence of notice to the contrary. The Grantee also acknowledges and agrees that it has the burden of notifying the Department of its current/last known address. In the event that the Grantee changes its current address, it shall contact its Program Manager and notify him/her of said change of address and a formal modification will be executed.

- G. Required Notice Grantee agrees to give prompt notice to the Department of any event that may materially affect the performance required under this Agreement. Any notice or approval relating to Section 5.5 (Termination), Section 5.7C (Discretionary Modifications), Section 5.7E (Waivers), and Section 5.10I (Assignment) must be executed by the Director of the Department or her/his authorized designee.
- H. Modifications A modification of any condition of this Agreement must be requested in writing. No modification of any condition of this Agreement may be effective unless in writing from and signed by the Director of the Department.
- I. Assignment The benefits of this Agreement and the rights, duties and responsibilities of the Grantee under this Agreement may not be assigned (in whole or in part) except with the express written approval of the Department acting through its Director. Any assignment by the Grantee in violation of this provision renders this Agreement voidable by the Department.
- J. Severability Clause If any provision under this Agreement or its application to any person or circumstances is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision or its application of this Agreement, which can be given effect without the invalid provision or application.
- K. Integration Clause This Agreement, with attachments, as written, is the full and complete agreement between the parties and there are no oral agreements or understandings between the parties other than what has been reduced to writing herein.
- L. Comptroller Filing Notice The Grantee expressly understands that whenever applicable, a copy of this Agreement and any modification, cancellation or renewal is required to be filed by the Department with the State Comptroller.
- M. Subcontract and Grants The Grantee's services, duties and responsibilities specified herein shall not be subcontracted or subgranted by the Grantee without prior written approval of the Department, unless such subcontracts or subgrants are provided for elsewhere in this Agreement. Any subcontracts or subgrants shall be subject to, and conform with, all applicable State and Federal laws, and shall specifically provide that subcontractors or subgrantees are subject to all of the terms and conditions of this Agreement. For the Department to approve the use of any subcontract or subgrant, the Grantee must employ an open, impartial and reasonably competitive selection process.
- N. Attorney Fees and Costs If the Department is the prevailing party in any proceeding to enforce the terms of this Agreement, the Department has the right to recover reasonable attorney fees, costs and expenses associated with recovering the Grant Funds.

**PART VI
STATE OF ILLINOIS REQUIRED
CERTIFICATIONS**

The Grantee makes the following certifications as a condition of this Agreement. These certifications are required by State statute and are in addition to any certifications required by any Federal funding source as set forth in this Agreement. Grantee's execution of this Agreement shall serve as its attestation that the certifications made herein are true and correct.

6.1 COMPLIANCE WITH APPLICABLE LAW

The Grantee certifies that it shall comply with all applicable provisions of Federal, State and local law in the performance of its obligations pursuant to this Agreement.

6.2 CONFLICT OF INTEREST

The Grantee certifies that it has no public or private interest, direct or indirect, and shall not acquire directly or indirectly any such interest which does or may conflict in any manner with the performance of Grantee's services and obligations under this Agreement.

6.3 BID-RIGGING/BID-ROTATING

The Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33 E-3 and 5/33 E-4).

6.4 DEFAULT ON EDUCATIONAL LOAN

The Grantee certifies that this Agreement is not in violation of the Educational Loan Default Act (5 ILCS 385/3) prohibiting certain contracts to individuals who are in default on an educational loan.

6.5 AMERICANS WITH DISABILITIES ACT

The Americans with Disabilities Act (ADA) (42 U.S.C. 12101 et. seq.) and the regulations thereunder (28 CFR 35.130) prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving this grant, the Grantee certifies that services, programs and activities provided under this Agreement are, and will continue to be, in compliance with the ADA.

6.6 DRUGFREE WORKPLACE ACT

The Grantee certifies that:

- A) It is a Corporation, Partnership, or other entity (other than an individual) with 24 or fewer employees at the time of execution of this Agreement.
- B) That the purpose of this grant is to fund solid waste reduction.
- C) It is a Corporation, Partnership, or other entity (other than an individual) with 25 or more employees at the time of execution of this Agreement, or
- D) That it is an individual.

If Option "A" or "B" is checked this Agreement is not subject to the requirements of the Act.

If Option "C" or "D" is checked and the amount of this grant is five thousand dollars (\$5,000.00) or more, the Grantee is notified that the Drugfree Workplace Act (30 ILCS 580/1 et seq.) is applicable to this Agreement, and the Grantee must comply with the terms of said Act, as set forth below:

Grantee will provide a drugfree workplace by:

- (a) Publishing a statement:
 - (i) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Grantee's workplace.
 - (ii) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (iii) Notifying the employee that, as a condition of employment on such grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (i) the dangers of drug abuse in the workplace;
 - (ii) the Grantee's policy of maintaining a drug free workplace;
 - (iii) any available drug counseling, rehabilitation and employee assistance programs; and
 - (iv) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the granting agency within ten (10) days after receiving notice, under part (B) of paragraph (iii) of subsection (a) above, from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in, a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 of the Drugfree Workplace Act, 30 ILCS 580/5.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation are required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drugfree workplace through implementation of the Drugfree Workplace Act, 30 ILCS 580/5.

If Grantee is an individual, it certifies that it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this Agreement.

6.7 ANTI-BRIBERY

The Grantee certifies that neither it nor its employees have been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois, nor has Grantee or any of its employees made an admission

of guilt of such conduct which is a matter of record as defined in the Illinois Procurement Code (30 ILCS 500/50-5).

6.8 DISCRIMINATION/ILLINOIS HUMAN RIGHTS ACT

The Grantee certifies (i) that it will not commit unlawful discrimination in employment in Illinois as that term is defined in Article 2 of said Act; (ii) that it will comply with the provisions of Article 5 of the Act regarding equal employment opportunities and affirmative action; and, (iii) that it will comply with policies and procedures established by the Department of Human Rights under Article 7 of the Act regarding equal employment opportunities and affirmative action.

The Grantee further certifies that, if applicable, it will comply with "An Act to prohibit discrimination and intimidation on account of race, creed, color, sex, religion, physical or mental handicap unrelated to ability or national origin in employment under contracts for public buildings or public works." (775 ILCS 10/0.01 et seq.)

6.9 SEXUAL HARASSMENT

The Grantee certifies that it has written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act (775 ILCS 5/2-105 (B)(5)). A copy of the policies shall be provided to the Department upon request.

6.10 INTERNATIONAL ANTI-BOYCOTT CERTIFICATION

The Grantee hereby certifies that neither the Grantee nor any substantially owned affiliate company of the Grantee is participating or will participate in an international boycott, as defined by the provisions of the U.S. Export Administration Act of 1979, or as defined by the regulations of the U.S. Department of Commerce, promulgated pursuant to that Act (30 ILCS 582/1 et seq.).

6.11 FEDERAL, STATE AND LOCAL LAWS; TAX LIABILITIES; STATE AGENCY DELINQUENCIES

The Grantee is required to comply with all federal, state and local laws, including but not limited to the filing of any and all applicable tax returns. In the event that a Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Department shall disburse Grant Funds only if the Grantee enters into an installment payment agreement with said tax authority and remains in good standing therewith. Grantee is required to tender a copy of any such installment payment agreement to the Department. In no event may Grantee utilize Grant Funds to discharge outstanding tax liabilities or other debts owed to any governmental unit. The execution of this Agreement by the Grantee is its certification that (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.

6.12 PROHIBITION OF GOODS DERIVED FROM CHILD LABOR

The Grantee certifies, in accordance with Public Act 94-0264, that no foreign-made equipment, materials, or supplies furnished to the State in connection with this Agreement have been produced in whole or in part by the labor of any child under the age of 12.

6.13 PREVAILING WAGE

The Grantee acknowledges that receipt of Grant Funds under this Agreement require compliance with the Prevailing Wage Act (820 ILCS 130 et. seq.). Persons willfully failing to comply with, or willfully violating this Act may be in violation of the Criminal Code. Questions concerning compliance with the Prevailing Wage Act should be directed to the Illinois Department of Labor.

6.14 LIEN WAIVERS

The Grantee shall monitor construction to assure that necessary contractor's affidavits and waivers of mechanics liens are obtained prior to release of Grant Funds to contractors and subcontractors.

6.15 INTERAGENCY WETLAND POLICY ACT

The Grantee certifies that the proposed project is compatible with established state policy regarding wetlands, pursuant to the Interagency Wetland Policy Act of 1989. The Grantee acknowledges that the Illinois Department of Natural Resources may, from time to time, monitor the proposed project to ensure continued compliance with the aforementioned Act. In the event that the project does not remain in compliance with the Act, such noncompliance shall constitute a breach of the Agreement, and failure to cure the breach within sixty (60) days after notice thereof will result in the termination of this Agreement.

COUNTY OF KANE

**DEVELOPMENT & COMMUNITY
SERVICES DEPARTMENT**

Mark D. VanKerkhoff, AIA, Director



County Government Center

719 Batavia Avenue

Geneva, IL 60134

Phone: (630) 232-3480

Fax: (630) 232-3411

September 22, 2014

via certified mail

VILLAGE OF HAMPSHIRE MUNICIPAL
234 S. STATE ST -PO BOX 457
HAMPSHIRE, IL 60140-0457

RE: DONALD BENCHLEY, ET UX
Reason: Rezoning From to

Dear VILLAGE OF HAMPSHIRE MUNICIPAL,

Enclosed for your information is a copy of the referenced petition filed recently with the Kane County Zoning Board of Appeals. If you have any comments, recommendations or suggestions, please submit them in writing to this office within 30 days of the above date.

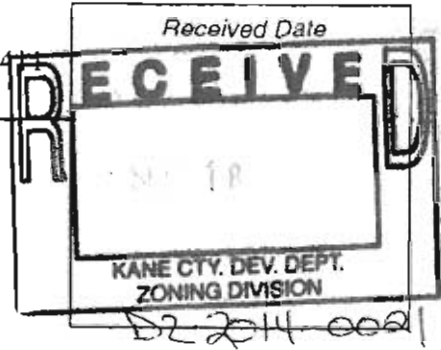
Sincerely,

KANE COUNTY DEVELOPMENT DEPARTMENT

Brooke Biewer
Building & Zoning Division

Enclosure

KANE COUNTY DEVELOPMENT DEPARTMENT
 Zoning Division, Kane County Government Center
 719 Batavia Avenue
 Geneva, Illinois 60134
 Office (630) 232-3492 Fax: (630) 232-3493



ZONING MAP AMENDMENT APPLICATION

Instructions:

To request a map amendment (rezoning) for a property, complete this application and submit it with all required attachments to the Subdivision and Zoning Division.

When the application is complete, we will begin the review process.

The information you provide must be complete and accurate. If you have a question please call the subdivision and zoning division, and we will be happy to assist you.

1. Property Information:	Parcel Number (s): Part of 01-27-400-003
	Street Address (or common location if no address is assigned): 46W421 Route 72 Hampshire, IL 60140

2. Applicant Information:	Name Donald/and Joyce/Benchley A. Carol	Phone (847) 683-2410
	Address 46W421 Route 72	Fax
	Hampshire, IL 60140	Email c/o benchley@sbcglobal.net

3. Owner of record information:	Name Chicago Title Land Trust Company, Trustee of Trust No. 3440 dated January 28, 1978	Phone (312) 223-4410
	Address 10 So. LaSalle St. Suite 2750	Fax (312) 223-4139
	Chicago, IL 60603	Email ctltc@ctt.com

Zoning and Use Information:

2040

~~2030~~ Plan Land Use Designation of the property: Resource Management

Current zoning of the property: F District Farming

Current use of the property: Residential and ancillary uses thereto

Proposed zoning of the property: E-1

Proposed use of the property: Residential and ancillary uses thereto

If the proposed Map Amendment is approved, what improvements or construction is planned? (An accurate site plan may be required)

No additional improvements currently planned.

Attachment Checklist

- Plat of Survey prepared by an Illinois Registered Land Surveyor.
- Legal description
- Completed Land Use Opinion application (Available in pdf form at www.kanedupageswed.org/luo.pdf), as required by state law, mailed to: The Kane Dupage Soil and Water Conservation District, 545 S. Randall Road, St. Charles, IL 60174.
- Endangered Species Consultation Agency Action Report (available in pdf form at www.dnr.state.il.us/orep/nrrc/aar.htm) to be filed with the Illinois Department of Natural Resources.
- List of record owners of all property adjacent & adjoining to subject property
- Trust Disclosure (If applicable)
- Findings of Fact Sheet
- Application fee (make check payable to Kane County Development Department)

I (we) certify that this application and the documents submitted with it are true and correct to the best of my (our) knowledge and belief.

Chicago Title Land Trust Company, Trustee of Trust No. 3440 dated January 28, 1978

X By: [Signature]
Record Owner

9-4-2014
Date

[Signature] + [Signature]
Applicant or Authorized Agent Donald/Benchley
and Joyce/Benchley
Carol

8-29-14
Date



This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

Findings of Fact Sheet – Rezoning

- The Kane County Zoning Board is required to make findings of fact when considering a rezoning. (map amendment)
- You should "make your case" by explaining specifically how your proposed rezoning relates to each of the following factors.

Donald Benchley and Joyce Benchley

Name of Development/Applicant

8-29-14

Date

1. How does your proposed use relate to the existing uses of property within the general area of the property in question?

Current Residential use is consistent with residential use immediately north. Property to west is zoned E-3. Property to east and south is farmland. Proposed use is consistent with current use.

2. What are the zoning classifications of properties in the general area of the property in question?

Property to north is within Village of Hampshire zone R-2. Property to west is Kane County zoning E-3. Property to south and east is remaining tract of applicant and is zoned Kane County F District.

3. How does the suitability of the property in question relate to the uses permitted under the existing zoning classification?

Current residential use is permitted under F District zoning classification, however, current zoning would not permit parcel subject to this application being divided off and sold separately from the larger agriculturally zoned tract.

4. What is the trend of development, if any, in the general area of the property in question?

Property to north has entirely been developed for residential purposes. Property to west is zoned for estate residential use. Property to east and south is agricultural or residential. Inquiry has been made with Hampshire Village President, Jeff Magnussen, who did not have any concern with the proposed E-1 zoning pursuant to this application.

5. How does the projected use of the property, relate to the Kane County 2040 Land Use Plan?

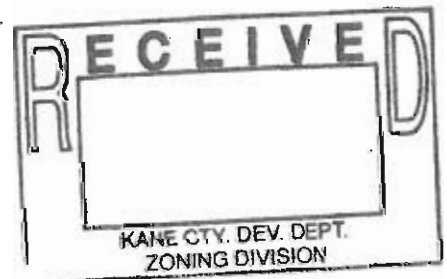
2040 Land Use Plan designates the property Resource Management. Projected use which is consistent with the current use of the land is compatible with the 2040 Land Use Plan in that the existing low density rural residential nature of such 5 acre parcel will continue the livable, sustainable and healthy use of such land.



LEGAL DESCRIPTION

OF PROPERTY DESCRIBED AS:

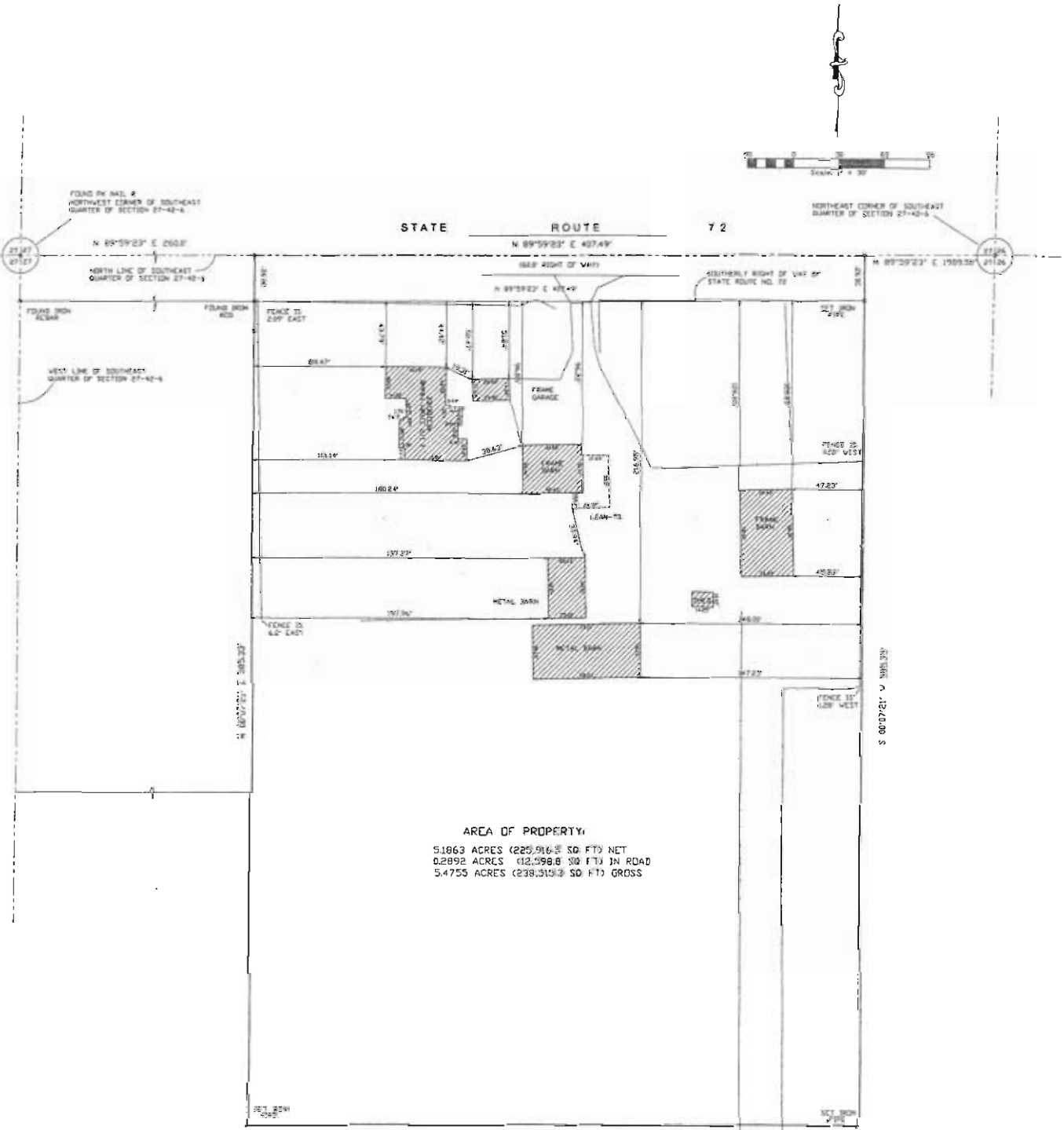
That part of the Southeast Quarter of Section 27, Township 42 North, Range 6 East of the Third Principal Meridian, described as follows: Commencing at the Northwest corner of said Southeast Quarter; thence North 89 degrees 59 minutes 23 seconds East along the North line thereof, 260.0 feet to the point of beginning; thence continuing North 89 degrees 59 minutes 23 seconds East along said North line 407.49 feet; thence South 0 degrees 07 minutes 21 seconds West and parallel with the West line of said Southeast Quarter, a distance of 585.35 feet; thence South 89 degrees 59 minutes 23 seconds West and parallel with the North line of said Southeast Quarter a distance of 407.49 feet; thence North 0 degrees 07 minutes 21 seconds East and parallel with the West line of said Southeast Quarter, a distance of 585.35 feet to the point of beginning, in Hampshire-Township, Kane County, Illinois.



Alan J. Coulson, P.C. PROFESSIONAL LAND SURVEYORS **PLAT OF SURVEY**

OF PROPERTY DESCRIBED AS:

That part of the Southeast Quarter of Section 27, Township 42 North, Range 8 East of the Third Principal Meridian, described as follows: Commencing at the Northwest corner of said Southeast Quarter; thence North 89 degrees 59 minutes 23 seconds East along the North line thereof, 262.0 feet to the point of beginning; thence continuing North 89 degrees 59 minutes 23 seconds East along said North line 427.49 feet; thence South 0 degrees 07 minutes 21 seconds West and parallel with the West line of said Southeast Quarter, a distance of 585.35 feet; thence South 89 degrees 59 minutes 23 seconds West and parallel with the North line of said Southeast Quarter a distance of 407.49 feet; thence North 0 degrees 07 minutes 21 seconds East and parallel with the West line of said Southeast Quarter, a distance of 585.35 feet to the point of beginning, in Hampshire Township, Kane County, Illinois.



AREA OF PROPERTY:
 5.1863 ACRES (225,916.3 SQ. FT.) NET
 0.2892 ACRES (12,598.8 SQ. FT.) IN ROAD
 5.4755 ACRES (238,515.3 SQ. FT.) GROSS

STATE OF ILLINOIS
 COUNTY OF KANE }
 I hereby certify that I have surveyed the property described in the above caption according to the official record, and that the above plat is a true and correct representation of said survey.
 Charles J. Hill, Professional Land Surveyor No. 36-2700
 My License expires 11/30/10

FIELD WORK COMPLETED Aug 15, 2008

THIS SURVEY IS VALID ONLY WITH UNPROCESSED DATA
 This professional service conforms to the current Illinois minimum standards for a boundary survey.
 Professional Design Firm Land Surveying Corporation, License No. 194-002883

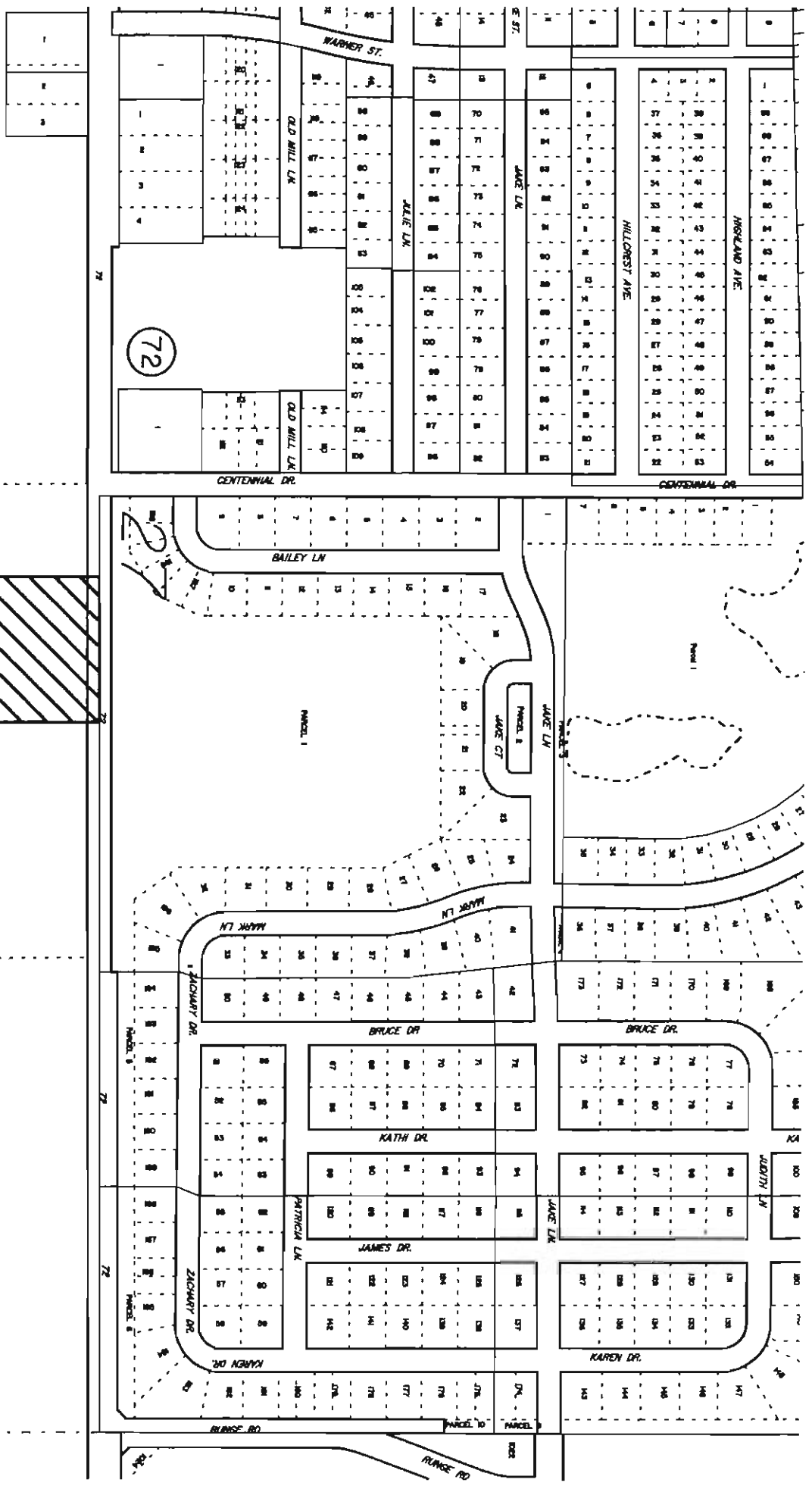
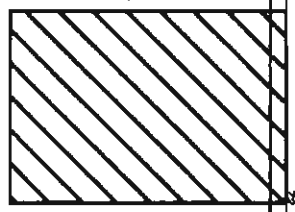
Any discrepancy in measurement should be promptly reported to the surveyor for explanation or correction.
 WE DO NOT CERTIFY AS TO THE LOCATION OF UNDERGROUND UTILITIES OR UNDERGROUND IMPROVEMENTS.

Alan J. Coulson, P.C.
 PROFESSIONAL LAND SURVEYORS
 205 W. Main St., West Dundee, Illinois 60118
 Phone: (847) 426-2911 Fax: (847) 426-8074

Compare the description on this plat with deed. Refer to deed for easements and building lines.

- Scale: 1" = 30'
- Drawn: [Signature]
- By: [Signature]
- Check: [Signature]
- City: [Signature]

Donald Benchley, et ux



COUNTY OF KANE

**DEVELOPMENT & COMMUNITY
SERVICES DEPARTMENT**

Mark D. VanKerkhoff, AIA, Director



County Government Center

719 Batavia Avenue

Geneva, IL 60134

Phone: (630) 232-3480

Fax: (630) 232-3411

September 11, 2014

via certified mail

HAMPSHIRE PLANNING COMMISSION

RE: ROLLIE LIMITED PARTNERSHIP

Reason: SPECIAL USE IN THE B-3 DISTRICT FOR A DISTRIBUTION, RECEIVING AND STORAGE FACILITY

Dear HAMPSHIRE PLANNING COMMISSION,

Enclosed for your information is a copy of the referenced petition filed recently with the Kane County Zoning Board of Appeals. If you have any comments, recommendations or suggestions, please submit them in writing to this office within 30 days of the above date.

Sincerely,

KANE COUNTY DEVELOPMENT DEPARTMENT

Building & Zoning Division

Enclosure

KANE COUNTY DEVELOPMENT DEPARTMENT
 Zoning Division, Kane County Government Center
 719 Batavia Avenue
 Geneva, Illinois 60134
 Office (630) 232-3492 Fax: (630) 232-3411

<i>Received Date</i>
D2-2014-0018

ZONING MAP AMENDMENT APPLICATION

Instructions:

To request a map amendment (rezoning) for a property, complete this application and submit it with all required attachments to the Subdivision and Zoning Division.

When the application is complete, we will begin the review process.

The information you provide must be complete and accurate. If you have a question please call the subdivision and zoning division, and we will be happy to assist you.

1. Property Information:	Parcel Number (s): 02-30-100-003
	Street Address (or common location if no address is assigned): 43W931 US Highway 20 Hampshire, Illinois 60140

2. Applicant Information:	Name Jose A. Velazquez	Phone 847-372-6789
	Address 288 Skyline Drive	Fax 847-372-6789
	Carpentersville, IL 60110	Email

3. Owner of record information:	Name Rollie Limited Partnership c/o Richard H. Zang, Trustee	Phone
	Address 187 Edison Ave.	Fax
	Elgin, IL 60123	Email

Zoning and Use Information:

2030 Plan Land Use Designation of the property: Resource Management

Current zoning of the property: B-3 District-Business Kane County

Current use of the property: Vacant

Proposed zoning of the property: B-3 District-Business, Special Use, allowed under Line "L" - Kane County

Proposed use of the property: Receiving, Storage, Distribution of Light Industrial Machinery on flat bed trucks.

If the proposed Map Amendment is approved, what improvements or construction is planned? (An accurate site plan may be required) A 5,100 square foot (85' X 60') pole barn style building without

basement, with three (3) overhead doors / loading docks.

Attachment Checklist

- Plat of Survey prepared by an Illinois Registered Land Surveyor.
- Legal description
- Completed Land Use Opinion application (Available in pdf form at www.kanedupageswed.org/luo.pdf), as required by state law, mailed to: The Kane Dupage Soil and Water Conservation District, 545 S. Randall Road, St. Charles, IL 60174.
- Endangered Species Consultation Agency Action Report (available in pdf form at www.dnr.state.il.us/orep/nrrc/aar.htm) to be filed with the Illinois Department of Natural Resources. Not applicable. Not zoned F-District
- List of record owners of all property adjacent & adjoining to subject property
- Trust Disclosure (If applicable) Not Applicable
- Findings of Fact Sheet
- Application fee (make check payable to Kane County Development Department)

I (we) certify that this application and the documents submitted with it are true and correct to the best of my (our) knowledge and belief.

Richard J. Turner 8/20/2014
Record Owner Date

J. Antonio Velazquez 8-20-14
Applicant or Authorized Agent Date

VELAZQUEZ (ROLLIE LIMITED PARTNERSHIP)

SPECIAL USE APPLICATION

ZONING FACTORS

The Special Use on the Subject Property will be to establish a truck terminal for temporary storage and transfer of machinery and other goods for local delivery; together with parking for up to five (5) semi tractor-trailers on the site from time to time when not in use.

The Subject Property will be improved with a pole barn style building, w/o basement, 85' x 60' in size with three (3) overhead doors/loading docks.

Parking will be provided for employees.

1. Relationship of property to existing uses of property within the general area?

The property is located on US Highway 20, between the Village of Hampshire and the Village of Pingree Grove.

- Uses to the east (in the Village of Pingree Grove) include a gasoline station and a commercial strip mall containing a restaurant and service offices; an antique store; and farming.
- Land to the east and on the north side of US Highway 20 remains in farming.
- The land use to the west is farming; and
- Land to the northwest (on the north side of US Highway 20, in the Village of Hampshire) is used for an office complex, combined with a storage facility; and for farming.
- Land to the south is in farming, and abuts the ICE railroad tracks.

2. Zoning classification of properties in general area?

The Subject Property is zoned in the County's B-3 General Business District.

<u>Direction</u>	<u>County</u>	<u>Other Classification(s)</u>
North	Farming	County F-1
East	Farming	Pingree Grove: C-1 General Commercial District
South	Farming	County F-1
West	Farming	Hampshire: O-M Office Manufacturing District

3. Suitability of the property in relation to the uses permitted under the zoning regulations?

The Subject Property is suitable for commercial uses, including the proposed truck terminal. It is located on a major US Highway (Highway 20), with adequate access, and near to both I 90 and State Route 47 for east-west and north-south transportation.

4. Trend of development in area of property?

The most recent development in the area has been to the east, in the Village of Pingree Grove, where a commercial strip mall of mixed uses has been constructed. No other recent development has occurred.

5. Relation of proposed use to Kane County 2030 Land Use Plan?

The Kane County 2040 Land Use Plan calls for this area to be a "resource management" area, to "support municipal and County, compact, mixed use growth opportunities while emphasizing wise management of land and water resources." The Subject Property, on the south side of US Highway 20 between Hampshire and Pingree Grove is at a location "related to transportation and transit opportunities; and [likely] within the existing boundaries or planned expansion of the FPA of each of the nearby municipalities." The Plan calls for "Master Planned Communities," for "mixed use developments" -- but the Subject Property is too small to contemplate a master planned community; countryside estate residential development; or particular preservation of open space and green infrastructure.

6. The establishment, maintenance or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare?

The Subject Property is located on US Highway 20, and is adequate to handle truck traffic. Access is appropriate and well-located along the roadway at this location. The proposed use will not be intense - the future user has only 5 flatbed trucks and only 3 employees, and is planning a relatively small storage facility. Also, the relatively small size of the parcel would prevent expansion of this business.

7. The Special Use will not be injurious to the use, enjoyment, and value of other properties in the immediate vicinity?

The proposed user intends to deliver machinery on flatbed trailers, store same for trans-shipment, and then ship out the machinery for delivery. Hours of operation will be between 7:00 a.m. and 8:00 p.m. (and usually, 7:00 a.m. - 5:00 p.m.). Drivers would come to the facility, park their personal vehicles there, leave with the owner's flatbed trucks, and return later with cargo to be off-loaded and stored temporarily pending delivery. Owner's flatbed truck-trailers will be parked on site when not in use.

8. The Special Use will not impede the normal, orderly development and improvement of the surrounding property?

The proposed use will fit with the other uses established in this area. To the northwest, there is an indoor and outdoor storage facility, which includes Recreational Vehicles and other large vehicles; Allen's Towing yard and facility; Ozinga Concrete facility; a business for wholesale supply of construction materials; and other business uses. To the east, at the intersection of US Highway 20 and State Route 17 are a gasoline station / convenience store, and a commercial strip mall of mixed uses, including a restaurant.

9. Adequate utility, access roads, drainage and other necessary facilities will be provided?

There is currently no municipal water or sewer utility to serve the site. Water will be provided by an on-site water well. Sanitary waste water will be disposed of by means of a septic system.

The proposed user would have only 1 employee on site during regular business hours; and only 2-3 others from time to time stopping in to drive semis to and from the site. The size of the parcel will prevent any more intense use of the Subject Property.

10. Adequate measures will be designed and provided for ingress and egress so as to minimize traffic and congestion?


The proposed user intends to keep both highway access points intact, allowing for one way truck traffic through the site, from US Highway 20, to the storage facility on the site; and back to the highway, without turning around. The location on US Highway 20 allows for sufficient sight lines to allow for such ingress / egress to be made safely.

11. The Special Use will conform to the regulations of the Zoning District in which it is located?

The proposed use will conform to the Kane County B-3 Business District regulations.

Respectively submitted,

Jose Velazquez, Applicant, and on
behalf of Rollie Limited Partnership, Owner

By: 
David M. Stieper
Stieper Law Offices, Ltd.

David M. Stieper
Stieper Law Offices, Ltd.
2500 West Higgins Road, Suite 1200
Hoffman Estates, IL 60169-7243
Tel: 847-519-7970
Fax: 847-519-7971
Email: David@StieperLaw.com

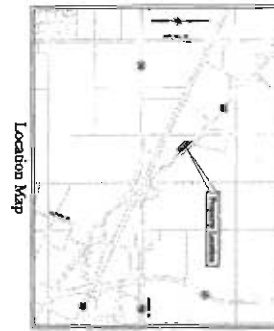
EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

That part of the Northwest quarter of Section 30, Township 42 North, Range 7 East of the Third Principal Meridian, described as follows:

Commencing at the Northwest corner of said Northwest quarter, thence South along the West line of said quarter Section 1001.6 feet to the center line of State Route No. 20; thence Southeasterly along the center line of said highway 272.5 feet to a line drawn parallel with and 200 feet East of the West line of said Northwest quarter for the point of beginning; thence South parallel with the West line of said quarter section 250.4 feet; thence Southeasterly 300 feet along a line making an angle of 135 Degrees 45 Minutes (measured from North to East to South) with the last described course; thence Northeasterly at right angles to the last described course 171.5 feet to the center line of said State Route No. 20; thence Northwesterly along said center line 479.68 feet to the point of beginning (except that part of falling in State Highway No. 20) in the Township of Rutland, Kane County, Illinois.

Owner: Rollie Limited Partnership (Applicant: Velazquez)
PIN: 02-30-100-003
Common Address: 43W931 US Highway 20, Hampshire Illinois

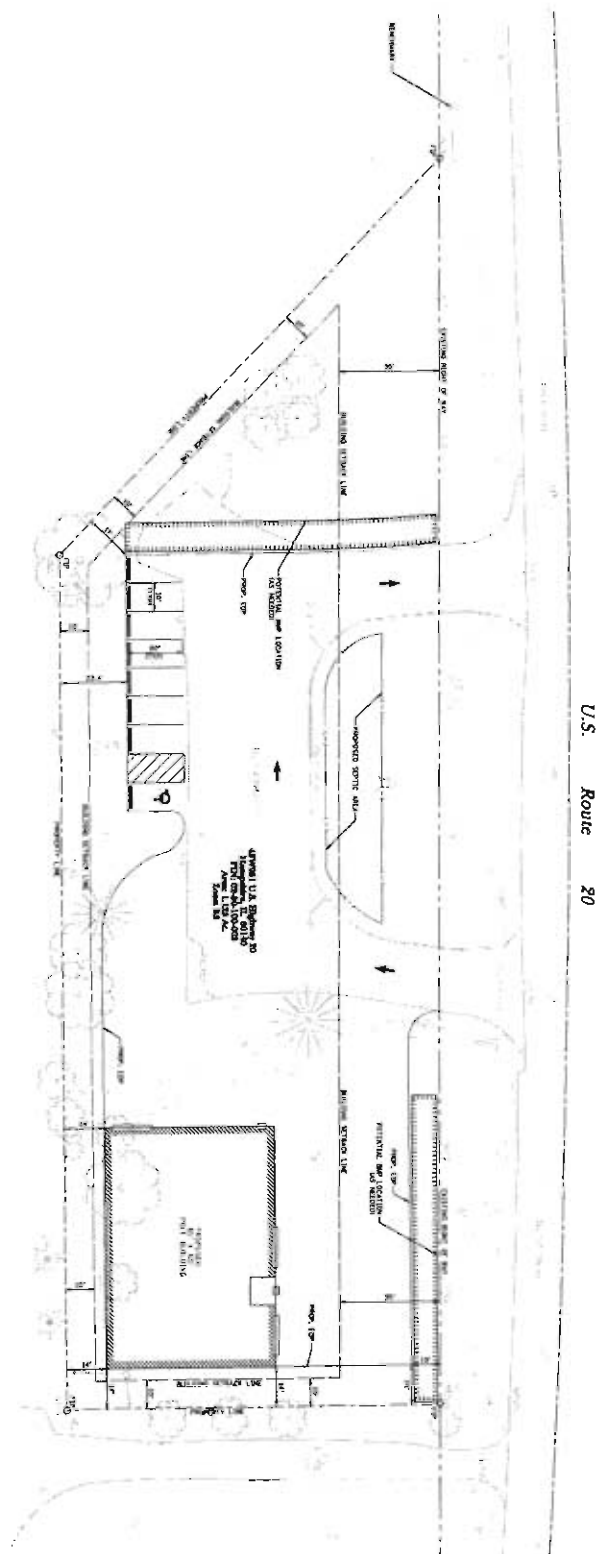


Location Map

Applicant Information

Jose A. Velazquez
 288 Spylite Dr.
 Carpentersville, IL 60110

DATE: 08/20/2014
 DRAWING NUMBER: 14-0114-01
 PROJECT: 14-0114-01
 SHEET: 1 OF 1



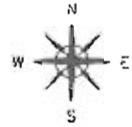
43W931 U.S. Highway 20 Conceptual Layout Plan Village of Hampshire, Rutland Township, Kane County, Illinois	TROTTER ASSOCIATES Engineers and Surveyors 55 North Lincoln St., Suite 100 Carpentersville, IL 60110 P: 815.237.8277 Fax: 815.237.8276	PROJECT NAME PROJECT NUMBER SHEET NUMBER DATE	REVISIONS NO. DATE DESCRIPTION	SCALE 1" = 20'
		DRAWN BY CHECKED BY APPROVED BY	PROJECT LOCATION COUNTY STATE	PROJECT STATUS PRELIMINARY

CL.1

PLAT OF SURVEY

N.W. CORNER OF
N.W. 1/4 SEC. 30

THAT PART OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER, THENCE SOUTH ALONG THE WEST LINE OF SAID QUARTER SECTION 1001.4 FEET TO THE CENTER LINE OF STATE ROUTE NO. 20; THENCE SOUTHEASTERLY ALONG THE CENTER LINE OF SAID HIGHWAY 272.5 FEET TO A LINE DRAWN PARALLEL, WITH AN 80 FEET EAST OF THE WEST LINE OF SAID NORTHWEST QUARTER FOR THE POINT OF BEGINNING; THENCE SOUTH PARALLEL, WITH THE WEST LINE OF SAID QUARTER SECTION 250.4 FEET; THENCE SOUTHEASTERLY 300 FEET ALONG A LINE MAKING AN ANGLE OF 130 DEGREES 45 MINUTES MEASURED FROM NORTH TO EAST TO SOUTH WITH THE LAST DESCRIBED COURSE, THENCE NORTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE FEET TO THE CENTER LINE OF SAID STATE ROUTE 20; THENCE NORTH-WESTERLY ALONG SAID CENTER LINE FEET TO THE POINT OF BEGINNING, (EXCEPTING THAT PART FALLING IN STATE HIGHWAY NO. 20) IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS.



1" I.P.
52.70'

1" I.P.
888.52' MEAS

200.00' REC.
200.00' MEAS

- INDICATES IRON STAKE ○
- INDICATES SET STAKE ●
- CHAIN LINK FENCING ———
- WOOD FENCING - - - - -
- INDICATES CONCRETE [Symbol]

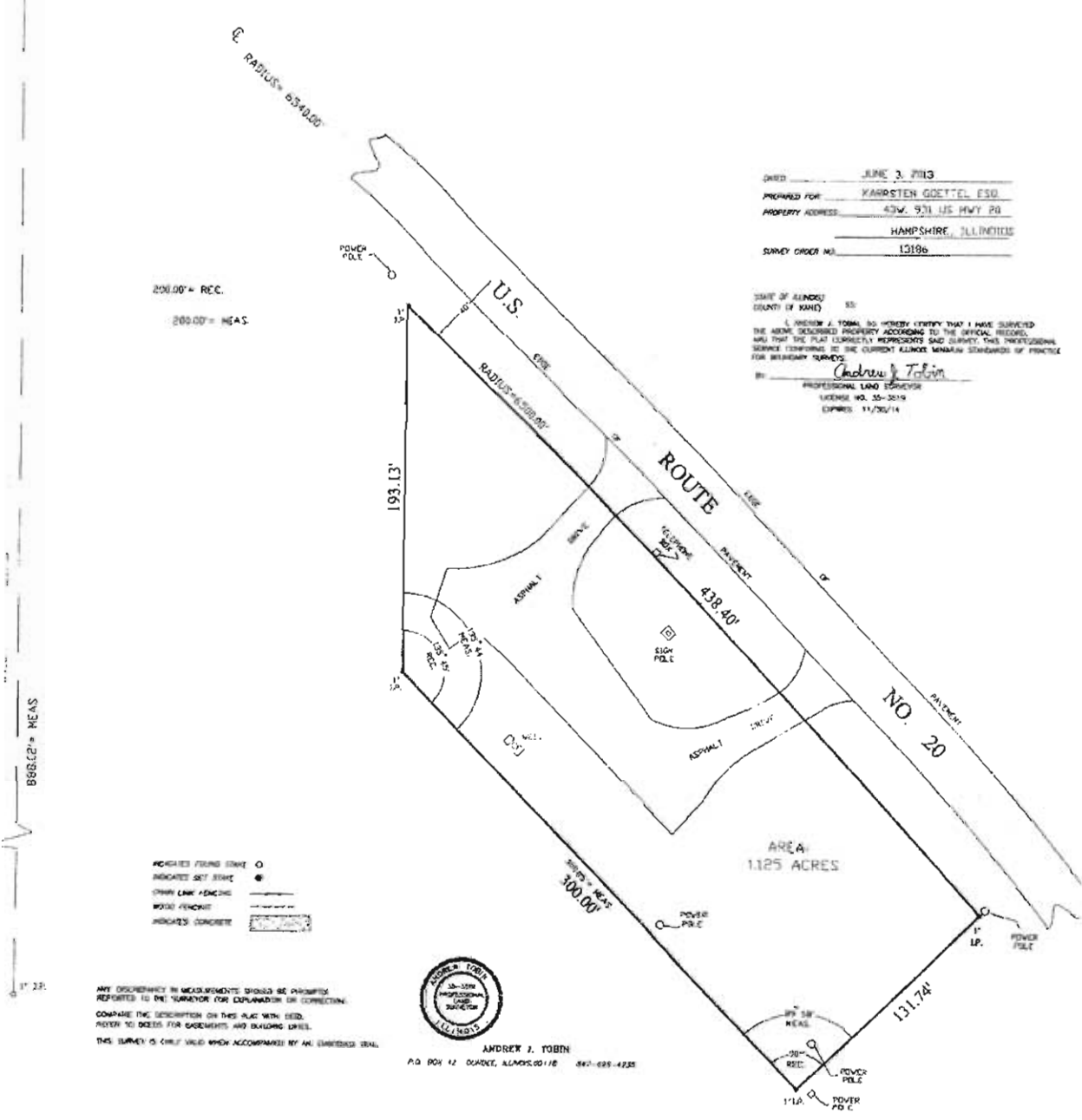
ANY DISCREPANCY IN MEASUREMENTS SHOULD BE PROMPTLY REPORTED TO THE SURVEYOR FOR EXPLANATION OR CORRECTION.
COMPARE THE DESCRIPTION ON THIS PLAT WITH DEED.
REFER TO DEEDS FOR EASEMENTS AND BUILDING LINES.
THIS SURVEY IS ONLY VALID WHEN ACCOMPANIED BY AN EMBOSSED SEAL.



ANDREW J. TOBIN
P.O. BOX 12, OAKRIDGE, ILLINOIS 62450 618-685-4338

DATED: JUNE 3, 2013
 PREPARED FOR: KARSTEN GOETTEL, ESQ.
 PROPERTY ADDRESS: 43W. 931 US HWY 20
HAMPSHIRE, ILLINOIS
 SURVEY ORDER NO.: 13186

STATE OF ILLINOIS
 COUNTY OF KANE) SS:
 I, ANDREW J. TOBIN, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY ACCORDING TO THE OFFICIAL RECORD, AND THAT THE PLAT CORRECTLY REPRESENTS SAID SURVEY. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ALIENNE MANNAN STANDARDS OF PRACTICE FOR BOUNDARY SURVEYS.
 BY: Andrew J. Tobin
 PROFESSIONAL LAND SURVEYOR
 LICENSE NO. 35-3819
 EXPIRES 11/30/14





As a service to Hampshire based business, the combined Economic Development committee with the Hampshire Area of Commerce extends an invitation to your company to include your business "LOGO", address, phone number, and web-site link, on the Village's web-site at no charge to your company. To do this we need your permission as well as a "DIGITAL IMAGE" of your company's logo, exact location in the Village of Hampshire, phone number and web address. The posting process will take place once we have sufficient responses to warrant the assembling of the Economic Development page on the Village web-site.

**The information can be sent directly to
gbrust@hampshireil.org**

**WE WILL NEED A SIGNATURE ON THIS LETTER
FROM A COMPANY REPRESENTATIVE WHO HAS
THE AUTHORITY TO DO SO.**

By affixing a signature to this letter it is understood that this does not imply an endorsement for the company but strictly as a means to have access to a free venue for advertising your company.

Authorized Signature:

Please print the name of the signer :

Title:

Direct contact phone number:

E-mail address:

George E. Brust

Economic Development Committee Chairman, Village of Hampshire

H.847-683-7785

C-630-439-6841

gbrust@hampshireil.org

VILLAGE OF HAMPSHIRE

Accounts Payable

October 02, 2014

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

Total: \$195,103.22

To be paid on or before
Oct. 7, 2014

Village President: _____

Attest: _____

Village Clerk: _____

Date: _____

DATE: 09/30/14
TIME: 12:35:18
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VILLAGE OF HAMPSHIRE
DETAIL BOARD REPORT

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INVOICES DUE ON/BEFORE 09/30/2014

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
ALYC	ALYSOK CHEMICAL CORP						
530	09/29/14	01	INV#530	31-001-003-4680		09/29/14	12,295.62
				OPERATING SUPPLIES			
						INVOICE TOTAL:	12,295.62
						VENDOR TOTAL:	12,295.62
AZAU	AZAVAR AUDIT SOLUTIONS INC						
OCT 2014	09/23/14	01	MUNICIPAL AUDIT PROGRAM	01-001-002-4380		09/23/14	1,990.24
				OTHER PROF.SERVICES-VILLAG			
						INVOICE TOTAL:	1,990.24
						VENDOR TOTAL:	1,990.24
B&F	B&F CONSTRUCTION CODE SERVICES						
40036	09/29/14	01	INV#40036	01-001-002-4390		09/29/14	1,211.66
				BLDG.INSP.SERVICES			
						INVOICE TOTAL:	1,211.66
40065	09/29/14	01	INV#40065	01-001-002-4390		09/29/14	845.30
				BLDG.INSP.SERVICES			
						INVOICE TOTAL:	845.30
40103	09/29/14	01	INV#40103	01-001-002-4390		09/29/14	15,980.36
				BLDG.INSP.SERVICES			
						INVOICE TOTAL:	15,980.36
						VENDOR TOTAL:	18,037.32
B&KPO	B & K POWER EQUIPMENT						
146761	09/29/14	01	INV#146761	01-003-002-4129		09/29/14	50.00
				MAINTENANCE - EQUIP.			
						INVOICE TOTAL:	50.00
						VENDOR TOTAL:	50.00
BPCI	BENEFIT PLANNING CONSULTANTS,						

INVOICES DUE ON/BEFORE 09/30/2014

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

BPCI BENEFIT PLANNING CONSULTANTS,							
BPCI00075443	09/23/14	01	INV#BPCI00075443	01-001-002-4380		09/23/14	75.00
				OTHER PROF.SERVICES-VILLAG			
						INVOICE TOTAL:	75.00
						VENDOR TOTAL:	75.00
CAON CALL ONE							
SEPT 2014	09/23/14	01	ACCT#1010-7471-0001	01-001-002-4230		09/23/14	168.85
		02	ACCT#1010-7471-0002	COMMUNICATION SERVICES 30-001-002-4230			52.17
		03	ACCT#1010-7471-0003	COMMUNICATION SERVICES 01-003-002-4230			52.17
		04	ACCT#1010-7471-0004	COMMUNICATION SERVICES 31-001-002-4230			172.82
		05	ACCT#1010-7471-0005	COMMUNICATIONS SERVICES 30-001-002-4230			52.17
		06	ACCT#1010-7471-0006	COMMUNICATION SERVICES 30-001-002-4230			52.94
		07	ACCT#1010-7471-0007	COMMUNICATION SERVICES 01-002-002-4230			139.11
				COMMUNICATION SERVICES			
						INVOICE TOTAL:	690.23
						VENDOR TOTAL:	690.23
CEFL CENTURION FLEET SERVICES INC							
1661	09/23/14	01	INV#1661	01-003-002-4110		09/23/14	1,817.61
				MAINTENANCE - VEHICLES			
						INVOICE TOTAL:	1,817.61
1663	09/23/14	01	INV#1663	01-003-002-4110		09/23/14	489.25
				MAINTENANCE - VEHICLES			
						INVOICE TOTAL:	489.25
						VENDOR TOTAL:	2,306.86

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VILLAGE OF HAMPSHIRE
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COED	COMMONWEALTH EDISON						
092314	09/23/14	01	ACCT#0729114032	30-001-002-4260 UTILITIES		09/23/14	69.94
		02	ACCT#0495111058	30-001-002-4260 UTILITIES			34.51
		03	ACCT#2676085011	30-001-002-4260 UTILITIES			1,827.96
		04	ACCT#2599100000	30-001-002-4260 UTILITIES			6,094.43
		05	ACCT#2289551008	30-001-002-4260 UTILITIES			103.64
		06	ACCT#4997016005	30-001-002-4260 UTILITIES			119.09
		07	ACCT#9705026025	30-001-002-4260 UTILITIES			499.35
		08	ACCT#6987002019	30-001-002-4260 UTILITIES			124.14
		09	ACCT#0255144168	30-001-002-4260 UTILITIES			454.32
		10	ACCT#0524674020	01-003-002-4260 STREET LIGHTING			14.57
		11	ACCT#0710116073	01-003-002-4260 STREET LIGHTING			75.29
		12	ACCT#1329062027	01-003-002-4260 STREET LIGHTING			10.43
		13	ACCT#1632121022	01-003-002-4260 STREET LIGHTING			924.67
		14	ACCT#4623084055	01-003-002-4260 STREET LIGHTING			2.81
		15	ACCT#1939142034	31-001-002-4260 UTILITIES			168.41
		16	ACCT#7101073024	31-001-002-4260 UTILITIES			289.78
						INVOICE TOTAL:	10,813.34
						VENDOR TOTAL:	10,813.34

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INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
ENC5	ENTRE COMPUTER SOLUTIONS						
00088145	09/29/14	01	INV#00088145	01-001-002-4380		09/29/14	-1,511.12
				OTHER PROF.SERVICES-VILLAG			
						INVOICE TOTAL:	1,511.12
						VENDOR TOTAL:	1,511.12
FIDI	FISCHBACH'S DIESEL, INC						
5175	09/23/14	01	INV#5175	01-003-002-4120		09/23/14	502.94
				MAINTENANCE - EQUIP.			
						INVOICE TOTAL:	502.94
						VENDOR TOTAL:	502.94
FISA	FOX VALLEY FIRE & SAFETY						
858274	09/29/14	01	INV#858274	30-001-002-4120		09/29/14	-399.00
				MAINT. EQUIP.			
						INVOICE TOTAL:	399.00
858605	09/29/14	01	INV#858605	31-001-002-4120		09/29/14	242.95
				MAINT. EQUIP			
						INVOICE TOTAL:	242.95
						VENDOR TOTAL:	641.95
GALL	GALLS / QUARTERMASTER						
002407054	09/23/14	01	INV#002407054	01-002-003-4690		09/23/14	120.43
				UNIFORMS			
						INVOICE TOTAL:	120.43
002463247	09/29/14	01	ACCT#5153586	01-002-003-4690		09/29/14	134.94
				UNIFORMS			
						INVOICE TOTAL:	134.94
						VENDOR TOTAL:	255.37
GEOBRU	GEORGE BRUST						

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VILLAGE OF HAMPSHIRE
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GEOBRU GEORGE BRUST							
SEPT 2014	09/29/14	01	47 MILES @.56 CENTS PER MILE	01-001-002-4290		09/29/14	26.32
				TRAVEL EXPENSE			
						INVOICE TOTAL:	26.32
						VENDOR TOTAL:	26.32
HDSUWA HD SUPPLY WATERWORKS LTD							
C943544	09/29/14	01	INV#C943544	30-001-002-4120		09/29/14	387.53
				MAINT. EQUIP.			
						INVOICE TOTAL:	387.53
C964589	09/29/14	01	INV#C9864589	30-001-003-4670		09/29/14	311.87
				MAINTENANCE SUPPLIES			
						INVOICE TOTAL:	311.87
C971798	09/29/14	01	INV#C971798	31-001-003-4670		09/29/14	158.17
				MAINTENANCE SUPPLIES			
						INVOICE TOTAL:	158.17
C978740	09/29/14	01	INV#C978740	30-001-005-4960		09/29/14	5,494.00
				METERS/EQUIPMENTS			
						INVOICE TOTAL:	5,494.00
						VENDOR TOTAL:	6,351.57
IEPAFISC ILLINOIS ENVIRONMENTAL							
L17-1711	09/29/14	01	PROJECT:L17-1711 BILL #22	31-001-004-4793		09/29/14	100,647.66
				IEPA PRINCIPAL			
		02	PROJECT:L17-1711 BILL #22	31-001-004-4792			28,902.28
				IEPA INTEREST			
						INVOICE TOTAL:	129,549.94
						VENDOR TOTAL:	129,549.94
IPODBA IPO/DBA CARDUNAL OFFICE SUPPLY							

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VILLAGE OF HAMPSHIRE
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INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
IPQDBA IPO/DBA CARDUNAL OFFICE SUPPLY							
565273-0	09/29/14	01	INV#565273-0	01-002-003-4650 OFFICE SUPPLIES		09/29/14	67.41
						INVOICE TOTAL:	67.41
565282-0	09/29/14	01	INV#565282-0	01-001-003-4650 OFFICE SUPPLIES		09/29/14	77.40
						INVOICE TOTAL:	77.40
						VENDOR TOTAL:	144.81
KONMIN KONICA MINOITA BUSINESS SOLUTI							
230642461	09/29/14	01	INV#230642461	01-002-002-4340 PRINT/ADV/FORMS		09/29/14	75.74
						INVOICE TOTAL:	75.74
						VENDOR TOTAL:	75.74
LIVA LINDA VASQUEZ							
191562	09/29/14	01	ROCKFORD MAP PUBLISHER	01-001-002-4340 PRINT/ADV/FORMS		09/29/14	78.95
						INVOICE TOTAL:	78.95
						VENDOR TOTAL:	78.95
MARSCH MARK SCHUSTER P.C.							
SEPT 8 2014	09/23/14	01	PREPARE DRAFT ABATEMENT ORD	01-001-002-4370 LEGAL SERVICES - VILLAGE		09/23/14	116.00
		02	FOR SSA #5	** COMMENT **			
						INVOICE TOTAL:	116.00
						VENDOR TOTAL:	116.00
MECO MEDIACOM							
SEPT 2014	09/23/14	01	ACCT#8384 91 238 0000096	01-001-002-4230 COMMUNICATION SERVICES		09/23/14	48.29
						INVOICE TOTAL:	48.29
						VENDOR TOTAL:	48.29

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MRGS	MR G'S FLORAL AND GREENHOUSE						
22160	09/23/14	01	INV#22160	01-001-003-4650 OFFICE SUPPLIES		09/23/14	80.00
						INVOICE TOTAL:	80.00
						VENDOR TOTAL:	80.00
MUEL	MUNICIPAL ELECTRONICS						
061778	09/29/14	01	INV#061778	01-002-002-4120 MAINTENANCE - EQUIP.		09/29/14	35.00
						INVOICE TOTAL:	35.00
						VENDOR TOTAL:	35.00
NICOR	NICOR						
SEPT 2013	09/23/14	01	ACCT#19-61-05-1000 0	31-001-002-4260 UTILITIES		09/23/14	23.72
						INVOICE TOTAL:	23.72
						VENDOR TOTAL:	23.72
OFDE	OFFICE DEPOT						
729505560001	09/29/14	01	INV#729505560001	01-002-003-4650 OFFICE SUPPLIES		09/29/14	91.94
						INVOICE TOTAL:	91.94
						VENDOR TOTAL:	91.94
PECA	PETTY CASH						
092914	09/29/14	01	PIC. FRAMES G.B.	01-001-003-4650 OFFICE SUPPLIES		09/29/14	10.00
		02	JEWEL-OSCO	01-002-003-4670 MAINTENANCE SUPPLIES			7.48
		03	WALMART	01-002-002-4100 MAINTENANCE - BLDG			8.96

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PECA	PETTY CASH						
092914	09/29/14	04	POSTAGE	01-002-002-4320		09/29/14	2.31
				POSTAGE			
		05	PARKING-ROCKFORD	01-002-002-4290			5.00
				TRAVEL EXPENSE			
		06	G.B. CHAMBER LUNCHEON	01-001-004-4800			10.00
				MISCELLANEOUS EXPENSE			
		07	POSTAGE	01-002-002-4320			0.69
				POSTAGE			
						INVOICE TOTAL:	44.44
						VENDOR TOTAL:	44.44
RAOH	RAY O'HERRON CO., INC						
1442029-IN	09/29/14	01	INV#1442029-IN	01-002-003-4690		09/29/14	-159.96
				UNIFORMS			
						INVOICE TOTAL:	-159.96
1450001-CM	09/29/14	01	INV#1450001-CM	01-002-003-4690		09/29/14	-217.99
				UNIFORMS			
						INVOICE TOTAL:	-217.99
1450002-IN	09/29/14	01	INV#1450002-IN	01-002-003-4690		09/29/14	179.00
				UNIFORMS			
						INVOICE TOTAL:	179.00
1450937-IN	09/29/14	01	INV#1450937-IN	01-002-003-4690		09/29/14	447.89
				UNIFORMS			
						INVOICE TOTAL:	447.89
1451937-IN	09/29/14	01	INV#1451937-IN	01-002-003-4690		09/29/14	1,570.54
				UNIFORMS			
						INVOICE TOTAL:	1,570.54
1453008-IN	09/29/14	01	INV#1453008-IN	01-002-003-4690		09/29/14	456.95
				UNIFORMS			
						INVOICE TOTAL:	456.95
						VENDOR TOTAL:	2,276.43

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INVOICES DUE ON/BEFORE 09/30/2014

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RKQUSE RK QUALITY SERVICES							
1764	09/29/14	01	INV#1764	01-002-002-4110 MAINTENANCE - VEHL.		09/29/14	47.23
						INVOICE TOTAL:	47.23
						VENDOR TOTAL:	47.23
SMEC SMITH ECOLOGICAL SYSTEMS CO.							
18488	09/29/14	01	INV#18488	30-001-002-4120 MAINT. EQUIP.		09/29/14	1,075.92
						INVOICE TOTAL:	1,075.92
						VENDOR TOTAL:	1,075.92
TRUG TRUEGREEN #2749							
24963548	09/23/14	01	ACCT#2749127077	52-001-002-4928 SSA#8		09/23/14	62.35
						INVOICE TOTAL:	62.35
24963552	09/23/14	01	ACCT#2749127076	52-001-002-4932 SSA#12		09/23/14	82.00
						INVOICE TOTAL:	82.00
24963555	09/23/14	01	ACCT#2749127070	52-001-002-4920 SSA#2		09/23/14	61.00
						INVOICE TOTAL:	61.00
24963556	09/23/14	01	ACCT#2749127085	52-001-002-4931 SSA#11		09/23/14	161.00
						INVOICE TOTAL:	161.00
24963557	09/23/14	01	ACCT#2749127079	52-001-002-4931 SSA#11		09/23/14	747.00
						INVOICE TOTAL:	747.00
24963558	09/23/14	01	ACCT#2749127069	52-001-002-4920 SSA#2		09/23/14	180.00
						INVOICE TOTAL:	180.00

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VILLAGE OF HAMPSHIRE
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TRUG	TRUEGREEN #2749						
24963559	09/23/14	01	ACCT#2749127074	52-001-002-4926 SSA#6		09/23/14	181.00
						INVOICE TOTAL:	181.00
24963567	09/23/14	01	ACCT#2749127083	52-001-002-4928 SSA#8		09/23/14	82.00
						INVOICE TOTAL:	82.00
24963568	09/23/14	01	ACCT#2749127084	52-001-002-4931 SSA#12		09/23/14	557.00
						INVOICE TOTAL:	557.00
24963577	09/23/14	01	ACCT#2749127072	52-001-002-4926 SSA#6		09/23/14	358.00
						INVOICE TOTAL:	358.00
24963579	09/23/14	01	ACCT#2749127073	52-001-002-4926 SSA#6		09/23/14	541.00
						INVOICE TOTAL:	541.00
24963580	09/23/14	01	ACCT#2749127082	52-001-002-4931 SSA#11		09/23/14	68.00
						INVOICE TOTAL:	68.00
24963581	09/23/14	01	ACCT#2749127081	52-001-002-4931 SSA#11		09/23/14	60.00
						INVOICE TOTAL:	60.00
24963585	09/23/14	01	ACCT#2749127075	52-001-002-4927 SSA#7		09/23/14	142.00
						INVOICE TOTAL:	142.00
24963586	09/23/14	01	ACCT#2749127071	52-001-002-4923 SSA#3		09/23/14	50.00
						INVOICE TOTAL:	50.00

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TRUG TRUEGREEN #2749							
24963587	09/23/14	01	ACCT#2749127078	52-001-002-4921 SSA#10		09/23/14	184.00
						INVOICE TOTAL:	184.00
24964820	09/23/14	01	ACCT#2749127080	52-001-002-4931 SSA#11		09/23/14	220.00
						INVOICE TOTAL:	220.00
						VENDOR TOTAL:	3,736.35
TRUN TREES UNLIMITED							
6708	09/29/14	01	INV#6708	52-001-002-4999 SSA EXPENSES		09/29/14	800.00
						INVOICE TOTAL:	800.00
6711	09/29/14	01	INV#6711	01-003-002-4160 MAINTENANCE-TREE REMOVAL		09/29/14	400.00
						INVOICE TOTAL:	400.00
						VENDOR TOTAL:	1,200.00
UNRE UNITED RENTALS							
122787818-001	09/23/14	01	INV#122787818-001	52-001-002-4999 SSA EXPENSES		09/23/14	70.33
						INVOICE TOTAL:	70.33
						VENDOR TOTAL:	70.33
VWPD VERIZON WIRELESS							
9732129151	09/29/14	01	ACCT#880495286-00001	01-002-002-4230 COMMUNICATION SERVICES		09/29/14	342.09
						INVOICE TOTAL:	342.09
						VENDOR TOTAL:	342.09
VWVH VERIZON WIRELESS							

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VWVH	VERIZON WIRELESS						
SEPT 2014	09/23/14	01	WTR	30-001-002-4230		09/23/14	26.97
				COMMUNICATION SERVICES			
		02	SWR	31-001-002-4230			39.19
				COMMUNICATIONS SERVICES			
		03	STR	01-003-002-4230			139.04
				COMMUNICATION SERVICES			
		04	PD	01-002-002-4230			240.20
				COMMUNICATION SERVICES			
		05	ADM	01-001-002-4230			61.39
				COMMUNICATION SERVICES			
		06	ADM-CREDIT	01-001-002-4230			-36.66
				COMMUNICATION SERVICES			
						INVOICE TOTAL:	470.13
						VENDOR TOTAL:	470.13
WAMA	WASTE MANAGEMENT						
3439752-2011-6	09/29/14	01	ACCT#103-0070859-2011-9	29-001-002-4330		09/29/14	48.03
				GARBAGE DISPOSAL			
						INVOICE TOTAL:	48.03
						VENDOR TOTAL:	48.03
						TOTAL ALL INVOICES:	195,103.22